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
# Regular Village Board Meeting
# Monday, November 26, 2012
# 8:00 p.m. – Galligan Board Room

1. Call to Order

2. Roll Call

3. Pledge of Allegiance to be led by Cub Scout Pack 158, Den 1, Ben Franklin and Churchill Elementary Schools.

4. Village Recognition: *(Deputy Clerk Solomon)*

   A. The Milton Township S.A.L.T. Council sent a letter of appreciation to the Police Department for supporting its Seniors Auto Inspection Program.

   B. Building Inspector Michael Morange received a note of thanks for his help related to a building project at 404 Lawrence.

   C. Officers Hampel, Flores, Miko, Booton and Schmidt of the Police Department received a letter of thanks from a grateful resident for their courteous and compassionate professionalism in her time of need.

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

   | | | |
   |---|---|---|
   | Erik Hendrickson | Public Works | 20 Years |

5. Audience Participation

   A. Proclamation recognizing the accomplishment of Glenbard South High School Boys Cross Country Team Member John Wold for emerging as State Champion in the ISHA Boys Class 2A race.

   B. Proclamation recognizing the accomplishment of Glenbard West High School Girls Cross Country Team Member Madeline Perez for emerging as State Champion in the ISHA Girls Class 3A race, setting a new course record.

   C. Proclamation in recognition of William McGurr's dedication to the Village for over 34 years as the Stormwater Administrator.

   D. Representatives of the Civic Betterment Party will address the audience regarding the Town Hall Meeting on December 1, 2012.

E. 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 *(Village Manager Franz)*

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 Henninger)*

A. Village Board Meeting Minutes:

1. November 13, 2012 Special Workshop
2. November 13, 2012 Regular Meeting

B. Total Expenditures (Payroll and Vouchers) - $1,617,372.54.
The vouchers have been reviewed by Trustee Henninger and by Manager Franz prior to this meeting, and are consistent with the Village's purchasing policy.

C. Motion to waive sections of the Village Code including 10-4-17.1(B)32, 10-4-17.2(B)25, and 8-1-11 to permit the Alliance of Downtown Glen Ellyn to host its 2012 "You're Giving, We're Grateful" Holiday Events. *(Assistant to the Village Manager Schrader)*

D. Ordinance No. 6088-VC, An Ordinance to Amend Section 9.2.5 (Class E Violations) of the Village Code regarding Parking During Snow Accumulation. *(Police Chief Norton)*

7. Planning and Development Director Hulseberg will present information about requests from Vequity, LLC and The Opus Development Corporation for approval of Special Use Permits, Zoning Variations, Sign Variations and the Exterior Appearance of an approximately 34,200 square foot shopping center proposed on the former Webb Dodge property at 285 Roosevelt Road. The development would be anchored by The Fresh Market grocery store. As part of the project, property would be dedicated to the Village to accommodate the construction of Taft Avenue between Lambert Road and Lorraine Street in Glen Ellyn. *(Trustee Friedberg)*

A. Ordinance No. _____, An Ordinance Accepting the Dedication of Right-of-Way to Accommodate the Construction of Taft Avenue between Lambert Road and Lorraine Street in Glen Ellyn.

B. Ordinance No. _____, An Ordinance Granting Approval of Special Use Permits, Zoning Variations, Sign Variations and the Exterior Appearance for the Glen Ellyn Market Shopping Center to be Located on Property Commonly Known as 285 Roosevelt Road.

8. Village Manager Mark Franz will present information on the proposed Redevelopment Agreement between the Village and Opus Development Corporation to construct a development called the Glen Ellyn Market at 285 Roosevelt Road. *(Trustee Hartweg)*

   Motion to approve a Redevelopment Agreement between the Village of Glen Ellyn and Opus Development Corporation.

9. Management and the Village Consultant, NIMEC, will present information on bids received in response to the Village's proposed Electricity Aggregation Program. *(Trustee Henninger)*

   Motion to approve a Master Power Supply Agreement with _____ for the joint purchase of electricity for the Village of Glen Ellyn Electricity Aggregation Program for a term of _____ month(s).

10. Village Manager Franz will present an update on the Village goals that were identified and approved early this year. *(Discussion only)*

11. Reminders:

    - A Special Village Board Meeting is scheduled for Monday, December 3, 2012 beginning at 7:00 p.m. in the Galligan Board Room of the Glen Ellyn Civic Center.

    - The next Village Board Meeting is scheduled for Monday, December 10, 2012, with the Workshop beginning at 7:00 p.m. and the Regular Board Meeting beginning at 8:00 p.m. in the Galligan Board Room of the Glen Ellyn Civic Center.

12. Other Business?

13. Adjournment

14. Press Conference

A-4A

**MILTON TOWNSHIP S.A.L.T. COUNCIL**
**(A COMMITTEE OF MILTON TOWNSHIP)**

**1492 North Main Street**
**Wheaton, Illinois 60187**

**Telephone: (630) 668-1616**
**FAX: (630) 668-1608**

*Joe Vanest, Committee Chairman*
*Jodi Hefler, Vice Chairman*
*Dianna Taylor, Social Services Coordinator*
*Sgt. Randy Groh, Liaison Sheriff's Dept.*
*Arnold Shifrin', Communications*

October 23, 2012

Chief Phillip Norton
Glen Ellyn
Village Hall
535 Duane Street
Glen Ellyn, IL 60137

Dear Chief Norton,

On behalf of the Milton Township S.A.L.T. Council I would like to express our appreciation to you and the Glen Ellyn Police Department for supporting the SALT Councils 2012 Seniors Auto Inspection Program. Thank you, for providing the financial support for volunteer's pizza luncheon. We had twenty-two volunteers this year to help with the program. The luncheon came after the volunteers put in a busy morning checking seventy-six seniors' autos for winter driving in three and a half hours...

We were pleased to have among our volunteers members of the Lewis University's Women's Softball Team and Men's Baseball Team, The students provided our inspection teams with outstanding support. The students in particular appreciated the pizza after a hard mornings work out checking cars.

Thank you.

Yours Sincerely,

Joe Vanest

Joseph O. Vanest
Chairman
S.A.L.T. Council

CC Chris Heidorn
Steve Miko
Jodi Hefler

MIKE –

THANKS FOR YOUR HELP THIS WEEK AND PLEASE THANK YOUR TEAMMATE FOR ME, TOO.

LET ME KNOW IF THERE'S ANYTHING ELSE YOU NEED FROM ME.

TOM

RECEIVED
NOV - 2 2012
PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN

Thank you received from Tom Tray related to a building project at 404 Lawrence.

A-46

A-5A

# VILLAGE OF GLEN ELLYN

# Proclamation

WHEREAS, the Village of Glen Ellyn takes great pride in the efforts and achievements of its young people; and

WHEREAS, the Glenbard South High School Boys Cross Country Team, under the direction of Head Coach Doug Gorski, has proudly completed a successful year of competition; and

WHEREAS, the team has excelled in the IHSA Regional, with an emerged champion in the Boys Class 2A, with team member John Wold named Individual State Champion;

NOW, THEREFORE, I, MARK PFEFFERMAN, President of the Village of Glen Ellyn, Illinois, do hereby convey the sincere congratulations of the Village Board and the residents of Glen Ellyn for the outstanding achievements of State Champion John Wold of the Glenbard South High School Boys Cross Country Team, and wish him continued success in years to come.

_____

*Village President*

*attest:*

_____

*Acting Village Clerk*

_____

*Date*

A-5B

# VILLAGE OF GLEN ELLYN

# Proclamation

WHEREAS, the Village of Glen Ellyn takes great pride in the efforts and achievements of its young people; and

WHEREAS, the Glenbard West High School Girls Cross Country Team, under the direction of Head Coach Paul Hass, has proudly completed a successful year of competition; and

WHEREAS, the team has excelled in the IHSA Regional, with an emerged champion in the Girls Class 3A, with team member Madeline Perez named Individual State Champion and setting a new course record;

NOW, THEREFORE, I, MARK PFEFFERMAN, President of the Village of Glen Ellyn, Illinois, do hereby convey the sincere congratulations of the Village Board and the residents of Glen Ellyn for the outstanding achievements of State Champion Madeline Perez of the Glenbard West High School Girls Cross Country Team, and wish her continued success in years to come.

_____

*Village President*

*attest:*

_____

*Acting Village Clerk*

_____

*Date*

A-5C

# VILLAGE OF GLEN ELLYN

# Proclamation

WHEREAS, A. William McGurr has been the Village of Glen Ellyn's Stormwater Administrator for over 34 years beginning in March of 1978; and

WHEREAS, during this time, Mr. McGurr has represented the Village of Glen Ellyn as a member of the DuPage County Municipal Engineers Group and has played an important role over the years in the adoption of, and local amendments to, the DuPage County Stormwater and Floodplain Ordinance; and

WHEREAS, his years of service have been marked by exemplary dedication to the best interests of Glen Ellyn through assistance with countless stormwater engineering reviews of developments such as the Baker Hill Subdivision and Shopping Center, Legacy Townhomes, the Ackerman Park Sports and Fitness Center and Maryknoll Estates, to name more recent examples, as well as through advisement on long-term Village planning and stormwater efforts; and

WHEREAS, Mr. McGurr's service to the Village is approaching conclusion and his extensive knowledge and experience with Glen Ellyn's stormwater systems will be sorely missed and the length of his tenure with the Village will be nearly impossible to replicate; and

NOW, THEREFORE, I, MARK PFEFFERMAN, President of the Village of Glen Ellyn, Illinois, do convey the appreciation of the Village Board and the residents of Glen Ellyn to A. William McGurr for his dedication and distinguished service to our community, and highly commend him for the manner in which he has carried out his duties and responsibilities.

_____

*Village President*

*attest:*

_____

*Acting Village Clerk*

_____

*Date*

A-6A,

**Minutes**
**Special Village Board Workshop**
**Glen Ellyn Village Board of Trustees**
**November 13, 2012**

Time of Meeting: 7:00 p.m.

Present: President Pfefferman; Trustees Cooper, Friedberg, Hartweg and Henninger; Deputy Village Clerk Solomon; Staff present: Village Manager Franz, Assistant to the Village Manager Schrader, Police Chief Norton and Finance Director Wachtel.

**1. Call to Order**

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

**2. Recess to Executive Session**

At 7:01 p.m. Trustee Hartweg moved, seconded by Trustee Cooper to adjourn to Executive Session in Room 301for the purpose of collective bargaining negotiations, and the appointment, employment, compensation, discipline, performance or dismissal of specific employees, adjourning thereafter to the Regular Village Board Meeting in the Galligan Board Room.

Respectfully Submitted,
Debbie Solomon,
Deputy Village Clerk

A-6A2

# Minutes
# Special Meeting
# Glen Ellyn Village Board of Trustees
# Monday, November 13, 2012

**Call to Order**

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

**Roll Call**

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

**Pledge of Allegiance**

Village President Mark Pfefferman led the Pledge of Allegiance.

**Village Recognition:**

A. Bridge Communities sent a letter of appreciation to the Police Department for its hard work and dedication in making the Glen Ellyn Backyard BBQ a success.

B. A note of thanks was received by Police Chief Norton from a grateful resident for the invaluable assistance of Officer Joe Nemchock in rescuing the family dog after locking the keys in the car.

C. The Village of Lombard Chief of Police sent a letter thanking the Police Department for its assistance with the Susan G. Komen Race for the Cure.

D. Sergeant Stephen Smith received a note of thanks from a resident for his help during a very difficult time.

E. A note was received by Police Officer Paul Baird from the family of a resident who suffered a health scare thanking him for going above-and-beyond in his attempts to notify them of the situation.

**Audience Participation**

A. Proclamation declaring November 15 as School Board Members Day. Peg Mannion, Community Relations Coordinator for Glenbard School District #87, accepted this on behalf of the School Board.

**B.** Kevin Tully, of 22W732 St. Charles Road, Glen Ellyn, Illinois, represented VFW Post 6663. Mr. Tully stated he put in a request in March for the May Memorial Day ceremony and November Veteran's Day ceremony announcements to be put on the Village's marquee; however, the announcement for the Veteran's Day ceremony was not on the marquee. He found out that the marquee is only changed Tuesdays and Fridays and Village Board business takes precedence on this marquee. He said the VFW Post and others would be happy to volunteer to help with changing this marquee if need be. He stated they were very surprised to see that anything to do with Memorial

Day or Veteran's Day in honoring this country's veterans was not made a priority. Village President Pfefferman apologized for this oversight. Village Manager Franz said the Village is looking into getting a more robust sign for the marquee announcements.

**Consent Agenda**

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

A. Village Board **Meeting Minutes**:

1. October 15, 2012 Workshop
2. October 22, 2012 Workshop
3. October 22, 2012 Regular Meeting

B. Total Expenditures (Payroll and Vouchers) - $1,986,488.37.

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

C. Motion to waive sections of the Village Code including 10-4-15(B)19, and 6-2-3.8 to permit Malloy's Finest Wine and Spirits to host its 2012 Homebrew Day Demonstration retroactively.

D. Motion to waive sections of the Village Code including 10-4-15(B)19, and 10-5-8(C) to permit GiaVia Sweets to engage in business activity beginning November 21, 2012 for a period of time not more than one hundred (100) days, and to park in the private parking lot of Advance Auto Parts at 696 Roosevelt Road once a week on Wednesday between 3:00 p.m. and 6:00 p.m. Village President Pfefferman asked about sales tax for this to which Mr. Curatola said the sales tax goes back to the Village of Glen Ellyn.

E. Motion to approve a Façade Improvement Grant request in the amount of $543 to Elite Eyewear located at 413 North Main Street. Economic Development Coordinator Corner said this is for an awning and framework for the awning, with the total cost at $1086, to which the Village will do a matching 50% grant for $543.

F. Motion to approve an Interior Improvement Grant request in the amount of $15,000 to Blackberry Market located at 401 Main Street. Economic Development Coordinator Corner said this is for numerous interior improvements totaling over $40,000 so the applicant would get $15,000 from the Village in a matching 50% grant. Ms. Corner said when the applicant turns in receipts for payment indicating the money was spent, the applicant is subject to reimbursement, and the Village will verify all costs at that time. Trustee Cooper said he did not think an entire business plan should be a part of the public record. Village Manager Franz took a straw vote to which Village President Pfefferman and all Trustees agreed the entire business plan does not need to be a part of the public record.

G. **Ordinance No. 6085**, An Ordinance Amending Ordinance 6063 that Granted

Approval of a Special Use Permit, Zoning Variations and the Exterior Appearance for the Expansion of the Village Links Clubhouse and Related Site Improvements on Property Commonly Known as 485 Winchell Way to Eliminate a Condition Related to Parking Lot Landscape Islands. Trustee Cooper asked if Planning and Development has any concerns about the landscape islands to which Planning and Development Director Hulseberg said they are fine with these. Trustee Friedberg asked about any additional costs due to this to which Recreation Director Pekarek said there would be no additional cost to the contract.

H. **Ordinance No. 6086**, An Ordinance Amending the Glen Ellyn Village Codes to explicitly include the full text of the Zoning and Subdivision Regulations Codes instead of Referencing them as separate documents.

I. Motion to approve the award of a contract through the State of Illinois Joint Purchase Program to Morton Salt Inc. of Chicago, IL for the purchase of bulk rock salt at a unit price of $52.74 per ton.

J. Motion to approve funding for FY12/13 and FY13/14 of the Seasonal Decorations contract with TerraScape Designs LLC of Glencoe, IL in the not to exceed amount of $59,400 (including a 10% contingency). Village President Pfefferman asked about the use of multi-color lights this year versus the white LED lights.

K. Motion to approve an annual agreement with Tyler Technologies for MUNIS support and licensing in the amount of $58,532.84 to be expensed to the General Fund-Finance Department. Trustee Henninger asked if this is budgeted every year to which Finance Director Wachtel said it is budgeted every fiscal year.

L. **Ordinance No. 6087**, An Ordinance Authorizing Aggregation of Electrical Load and Adopting an Electric Aggregation Plan of Operation and Governance. Assistant to the Village Manager Schrader said the referendum passed so the next step is for the Village Board to approve the Plan of Operation and Governance previously discussed at the October 8 and October 22, 2012 public hearings. She said the Village will go out to bid tomorrow and then the Village will get the bid proposals back on November 26, 2012 which the Village Board will see then. There was discussion regarding the Plan of Operation and Governance's use of a designate (Village Manager) to approve the bids in successive years. It was agreed to take the delegation of authority part out for the final Plan of Operation and Governance for now.

M. Motion to approve the recommendation of Village President Pfefferman that the following appointments be made for Boards and Commissions:

<u>Architectural Review Commission</u>
Tom Dohrer for a term ending May 2015

<u>Capital Improvements Commission</u>
Michael Lane for a term ending May 2014

Trustee Hartweg moved and Trustee Henninger seconded the motion that items A through K, L as amended and item M be considered routine business by the Village Board and be approved

in a single vote.
Upon roll call, Trustees Hartweg, Henninger, Cooper and Friedberg voted "Aye." Motion carried.

**2012 Proposed Property Tax Levy**

At 8:43 p.m., Trustee Henninger moved and Trustee Cooper seconded the motion to open the Public Hearing to receive comments on proposed 2012 property tax levy for the Village of Glen Ellyn and the Glen Ellyn Public Library. All voted "Aye." Motion carried.

Finance Director Wachtel presented information concerning the 2012 proposed property tax levy for the Village of Glen Ellyn and the Glen Ellyn Public Library which was first presented at the October 22, 2012 Village Board Workshop. Finance Director Wachtel presented information on the tax levy percents, Village's property tax revenue percents, tax caps and estimates of the 2012 property tax levy. There was discussion by the Village Board regarding the change in growth rate, growth factor, bond payments, funding of Capital Projects and what is driving the increased percent. There was no other public comment on this proposed 2012 property tax levy.

At 9:10 p.m., Trustee Henninger moved and Trustee Cooper seconded the motion to close the Public Hearing to receive comments on proposed 2012 property tax levy for the Village of Glen Ellyn and the Glen Ellyn Public Library. All voted "Aye." Motion carried.

Trustee Henninger moved and Trusted Cooper seconded the adoption of the first reading of an Ordinance No. ____ (to be numbered), An Ordinance for the Levy and Assessment of Taxes in the Amount of $11,177,912, subject to the 2 changes that were reviewed, for the Fiscal Year Beginning May 1, 2012, and Ending April 30, 2013, of the Village of Glen Ellyn, DuPage County, Illinois.

Village President Pfefferman reminded everyone this first reading of the proposed property tax levy is a non-binding "straw vote" of the Village Board for the purpose of providing additional opportunity for public questions or comments about the Village and Library proposed property taxes for 2012.

Upon roll call for the straw vote, Trustees Henninger, Cooper, Friedberg and Hartweg voted "Aye." Motion carried.

**Reminders:**

- The next Regular Village Board Workshop is scheduled for Monday, November 19, 2012 beginning at 7:00 p.m. in the Galligan Board Room of the Glen Ellyn Civic Center.

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

**Other Business?**

There was no other business to discuss.

**Adjournment**

At 9:12 p.m. Trustee Hartweg moved and Trustee Henninger seconded motioned to adjourn the meeting.

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

Respectfully submitted,
Debbie Solomon
Deputy Village Clerk

A-6B

# Approval of Vouchers
## For the Village Board Meeting of November 26, 2012

| EXPENDITURES: | Check Date | | Amount Paid | | |
|---|---|---|---|---|---|
| Accounts Payable Warrant 1112-1 | 11/2/2012 | $ | 122,072.17 | | |
| Accounts Payable Warrant 1112-2 | 11/9/2012 | $ | 1,067,014.10 | | |
| Sub-Total | | $ | 1,189,086.27 | Warrant Total | $ 1,189,086.27 |

| PAYROLL EXPENDITURES | November 16, 2012 | | |
|---|---|---|---|
| Net Employee Payroll Checks | $263,307.07 | | |
| **Employee & Employer Payroll Deductions:** | | | |
| Police Pension - paid by employee | 12,584.85 | | |
| Flex 125 Plan - paid by employee | 1,294.08 | | |
| Medical Insurance - paid to VGE by employee | 11,715.81 | | |
| Retiree Insurance - paid by employee | - | | |
| IMRF - employee contribution | 8,594.82 | | |
| IMRF - employer contribution | 23,091.42 | | |
| ICMA Retirement Corp. Deferred Compensation - paid by employee | 5,837.93 | | |
| AXA Retirement Corp. Deferred Compensation - paid by employee | 150.00 | | |
| IL FOP Labor Council Dues - paid by employee | 595.50 | | |
| NCPERS Group Life Insurance - paid by employee | 112.00 | | |
| United Way - employee contribution | - | | |
| Illinois Child Support - paid by employee | 791.79 | | |
| Reimbursement Employee | - | | |
| Wage Garnishment | - | | |
| Social Security/Medicare Tax Withheld - employee portion | 15,155.27 | | |
| Social Security/Medicare Tax Withheld - employer portion | 19,750.05 | | |
| Trustmark Life & Accident Insurance - paid by employee | 403.39 | | |
| Federal Income Tax Withheld - paid by employee | 48,013.14 | | |
| Illinois State Tax Withheld - paid by employee | 16,889.15 | | |
| Total Payroll | $ 428,286.27 | $ - | $ 428,286.27 |

GRAND TOTAL $ 1,617,372.54

## Approval of Vouchers
## For the Village Board Meeting of November 26, 2012

| EXPENDITURES: | Check Date | | Amount Paid |
|---|---|---|---|
| Accounts Payable Warrant 1112-1 | 11/2/2012 | $ | 122,072.17 |
| Accounts Payable Warrant 1112-2 | 11/9/2012 | $ | 1,067,014.10 |
| **Sub-Total** | | **$** | **1,189,086.27** |

**Warrant Total $ 1,189,086.27**

## PAYROLL EXPENDITURES

**Net Employee Payroll Checks**

**Employee & Employer Payroll Deductions:**

Police Pension - paid by employee
Flex 125 Plan - paid by employee
Medical Insurance - paid to VGE by employee
Retiree Insurance - paid by employee
IMRF - employee contribution
IMRF - employer contribution
ICMA Retirement Corp. Deferred Compensation - paid by employee
AXA Retirement Corp. Deferred Compensation - paid by employee
IL FOP Labor Council Dues - paid by employee
NCPERS Group Life Insurance - paid by employee
United Way - employee contribution
Illinois Child Support - paid by employee
Reimbursement Employee
Wage Garnishment
Social Security/Medicare Tax Withheld - employee portion
Social Security/Medicare Tax Withheld - employer portion
Trustmark Life & Accident Insurance - paid by employee
Federal Income Tax Withheld - paid by employee
Illinois State Tax Withheld - paid by employee

| | | | |
|---|---|---|---|
| **Total Payroll** | **$ -** | **$ -** | **$ -** |

**GRAND TOTAL $ 1,189,086.27**

WARRANT: 1112-1 TO FISCAL 2013/07 05/01/2012 TO 04/30/2013

| VENDOR | NAME / DOCUMENT | INV DATE | VOUCHER | PO | CHECK NO | T | CHK DATE | GL ACCOUNT | | GL ACCOUNT DESCRIPTION | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 7620 | 5TH AVENUE CONSTRUCTION, INC | | | | | | | | | | |
| | 36699 | 10/24/12 | | | 205258 | P | 11/02/12 | 100 | 240100 | ESCROWS - DEVELOPER DEPOS | 12,308.50 |
| | INVOICE: 20120014 | | | | | | | | | | |
| | VENDOR TOTALS | | 12,308.50 YTD INVOICED | | | | | | 12,308.50 YTD PAID | | 12,308.50 |
| 2021 | A-RELIABLE PRINTING | | | | | | | | | | |
| | 36700 | 10/25/12 | | | 205259 | P | 11/02/12 | 126000 | 520905 | PRINTING | 75.00 |
| | INVOICE: 13048 | | | | | | | | | | |
| | VENDOR TOTALS | | 6,925.22 YTD INVOICED | | | | | | 7,391.99 YTD PAID | | 75.00 |
| 52 | SOUTH WEST INDUSTRIES INC | | | | | | | | | | |
| | 36702 | 08/01/12 | | | 205260 | P | 11/02/12 | 121300 | 521075 | CONTRACT MAINT SERVICE | 199.00 |
| | INVOICE: 125231 | | | | | | | | | | |
| | 36703 | 09/01/12 | | | 205260 | P | 11/02/12 | 121300 | 521075 | CONTRACT MAINT SERVICE | 199.00 |
| | INVOICE: 126137 | | | | | | | | | | |
| | 36704 | 10/01/12 | | | 205260 | P | 11/02/12 | 121300 | 521075 | CONTRACT MAINT SERVICE | 199.00 |
| | INVOICE: 127004 | | | | | | | | | | |
| | VENDOR TOTALS | | 1,194.00 YTD INVOICED | | | | | | 1,194.00 YTD PAID | | 597.00 |
| 53 | ANDEX | | | | | | | | | | |
| | 36701 | 08/16/12 | | | 205261 | P | 11/02/12 | 121300 | 530105 | OPERATING SUPPLIES | 15.00 |
| | INVOICE: 2235025 | | | | | | | | | | |
| | VENDOR TOTALS | | 2,663.36 YTD INVOICED | | | | | | 2,663.36 YTD PAID | | 15.00 |
| 65 | AT&T | | | | | | | | | | |
| | 36705 | 10/19/12 | | | 205262 | P | 11/02/12 | 55720 | 521195 | TELECOMMUNICATIONS | 29.59 |
| | INVOICE: 630469858010-3 | | | | | | | | | | |
| | 36705 | 10/19/12 | | | 205262 | P | 11/02/12 | 55730 | 521195 | TELECOMMUNICATIONS | 29.59 |
| | INVOICE: 630469858010-3 | | | | | | | | | | |
| | 36705 | 10/19/12 | | | 205262 | P | 11/02/12 | 55750 | 521195 | TELECOMMUNICATIONS | 29.59 |
| | INVOICE: 630469858010-3 | | | | | | | | | | |
| | 36706 | 10/19/12 | | | 205262 | P | 11/02/12 | 55710 | 521195 | TELECOMMUNICATIONS | 83.64 |
| | INVOICE: 630469056010-3 | | | | | | | | | | |
| | 36707 | 10/16/12 | | | 205262 | P | 11/02/12 | 122000 | 521195 | TELECOMMUNICATIONS | 62.73 |
| | INVOICE: 630Z99013110 | | | | | | | | | | |
| | VENDOR TOTALS | | 1,492.85 YTD INVOICED | | | | | | 1,555.55 YTD PAID | | 235.14 |
| 6832 | POWER UP BATTERIES LLC | | | | | | | | | | |
| | 36712 | 08/17/12 | | | 205263 | P | 11/02/12 | 121600 | 520970 | MAINTENANCE-BUILDING & GR | 109.86 |
| | INVOICE: 487-219560 | | | | | | | | | | |
| | 36713 | 10/09/12 | | | 205263 | P | 11/02/12 | 121300 | 530105 | OPERATING SUPPLIES | 137.90 |
| | INVOICE: 487-221424 | | | | | | | | | | |
| | 36714 | 09/12/12 | | | 205263 | P | 11/02/12 | 121300 | 530105 | OPERATING SUPPLIES | 34.38 |
| | INVOICE: 487-220463 | | | | | | | | | | |
| | 36715 | 08/30/12 | | | 205263 | P | 11/02/12 | 121300 | 530105 | OPERATING SUPPLIES | 99.99 |
| | INVOICE: 487-220029 | | | | | | | | | | |

WARRANT: 1112-1 TO FISCAL 2013/07 05/01/2012 TO 04/30/2013

| VENDOR | NAME / DOCUMENT | INV DATE | VOUCHER | PO | CHECK NO | T | CHK DATE | GL ACCOUNT | | GL ACCOUNT DESCRIPTION | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | 36716 | 08/21/12 | | | 205263 | P | 11/02/12 | 121600 | 520970 | MAINTENANCE-BUILDING & GR | 55.83 |
| | INVOICE: | 487-219709 | | | | | | | | | |
| | VENDOR TOTALS | | 1,258.41 YTD INVOICED | | | | | | 1,354.63 YTD PAID | | 437.96 |
| 74 | B & F TECHNICAL CODE SERVICES, INC. | | | | | | | | | | |
| | 36708 | 10/26/12 | | | 205264 | P | 11/02/12 | 126000 | 521048 | BUILDING REVIEWS | 1,300.91 |
| | INVOICE: | 35938 | | | | | | | | | |
| | 36709 | 10/24/12 | | | 205264 | P | 11/02/12 | 126000 | 521048 | BUILDING REVIEWS | 469.62 |
| | INVOICE: | 35934 | | | | | | | | | |
| | 36710 | 10/15/12 | | | 205264 | P | 11/02/12 | 126000 | 521048 | BUILDING REVIEWS | 933.31 |
| | INVOICE: | 35879 | | | | | | | | | |
| | 36711 | 10/17/12 | | | 205264 | P | 11/02/12 | 126000 | 521048 | BUILDING REVIEWS | 1,015.90 |
| | INVOICE: | 35896 | | | | | | | | | |
| | VENDOR TOTALS | | 27,657.86 YTD INVOICED | | | | | | 28,663.61 YTD PAID | | 3,719.74 |
| 105 | BROOK ELECTRICAL DISTRIBUTION | | | | | | | | | | |
| | 36717 | 10/15/12 | | | 205265 | P | 11/02/12 | 121300 | 530105 | OPERATING SUPPLIES | 21.00 |
| | INVOICE: | S001628631.001 | | | | | | | | | |
| | 36718 | 09/28/12 | | | 205265 | P | 11/02/12 | 121300 | 530105 | OPERATING SUPPLIES | 250.56 |
| | INVOICE: | S001404271.002 | | | | | | | | | |
| | 36719 | 08/16/12 | | | 205265 | P | 11/02/12 | 121300 | 530105 | OPERATING SUPPLIES | 244.20 |
| | INVOICE: | S001495081.001 | | | | | | | | | |
| | 36720 | 07/30/12 | | | 205265 | P | 11/02/12 | 121300 | 530105 | OPERATING SUPPLIES | 148.68 |
| | INVOICE: | S001404271.001 | | | | | | | | | |
| | VENDOR TOTALS | | 813.12 YTD INVOICED | | | | | | 813.12 YTD PAID | | 664.44 |
| 7884 | CARBON DAY AUTOMOTIVE | | | | | | | | | | |
| | 36726 | 09/24/12 | | 20130033 | 205266 | P | 11/02/12 | 53000 | 580110 | EQUIPMENT/CAPITAL OUTLAY | 3,397.50 |
| | INVOICE: | RMS1015-1 | | | | | | | | | |
| | 36727 | 10/03/12 | | | 205266 | P | 11/02/12 | 53000 | 580110 | EQUIPMENT/CAPITAL OUTLAY | 678.00 |
| | INVOICE: | RMS1112 | | | | | | | | | |
| | VENDOR TOTALS | | 7,473.00 YTD INVOICED | | | | | | 7,473.00 YTD PAID | | 4,075.50 |
| 132 | CASEY EQUIPMENT COMPANY, INC | | | | | | | | | | |
| | 36722 | 10/23/12 | | | 205267 | P | 11/02/12 | 65000 | 530310 | PARTS PURCHASED | 147.70 |
| | INVOICE: | C95709 | | | | | | | | | |
| | VENDOR TOTALS | | 19,587.97 YTD INVOICED | | | | | | 19,587.97 YTD PAID | | 147.70 |
| 6043 | CHICAGO PARTS & SOUND LLC | | | | | | | | | | |
| | 36723 | 10/19/12 | | | 205268 | P | 11/02/12 | 65000 | 530310 | PARTS PURCHASED | 105.96 |
| | INVOICE: | 481112 | | | | | | | | | |
| | 36724 | 10/23/12 | | | 205268 | P | 11/02/12 | 65000 | 530310 | PARTS PURCHASED | -18.00 |
| | INVOICE: | 481790 | | | | | | | | | |
| | 36725 | 10/24/12 | | | 205268 | P | 11/02/12 | 65000 | 530310 | PARTS PURCHASED | 119.36 |
| | INVOICE: | 482048 | | | | | | | | | |

WARRANT: 1112-1 TO FISCAL 2013/07 05/01/2012 TO 04/30/2013

| VENDOR | NAME / DOCUMENT | INV DATE | VOUCHER | PO | CHECK NO | T | CHK DATE | GL ACCOUNT | | GL ACCOUNT DESCRIPTION | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | VENDOR TOTALS | 5,742.22 YTD INVOICED | | | | | | | 6,105.69 YTD PAID | | 207.32 |
| 175 | COMMONWEALTH EDISON COMPANY | | | | | | | | | | |
| | 36728 | 07/17/12 | | | 205269 | P | 11/02/12 | 121300 | 521200 | UTILITIES | 650.45 |
| | INVOICE: 36728 | | | | | | | | | | |
| | 36729 | 08/15/12 | | | 205269 | P | 11/02/12 | 121300 | 521200 | UTILITIES | 584.15 |
| | INVOICE: 36729 | | | | | | | | | | |
| | 36730 | 09/14/12 | | | 205269 | P | 11/02/12 | 121300 | 521200 | UTILITIES | 449.87 |
| | INVOICE: 36730 | | | | | | | | | | |
| | 36731 | 10/13/12 | | | 205269 | P | 11/02/12 | 121300 | 521200 | UTILITIES | 530.29 |
| | INVOICE: 36731 | | | | | | | | | | |
| | 36732 | 07/12/12 | | | 205270 | P | 11/02/12 | 121600 | 521200 | UTILITIES | 24.67 |
| | INVOICE: 36732 | | | | | | | | | | |
| | 36733 | 08/10/12 | | | 205270 | P | 11/02/12 | 121600 | 521200 | UTILITIES | 23.98 |
| | INVOICE: 36733 | | | | | | | | | | |
| | 36734 | 09/07/12 | | | 205270 | P | 11/02/12 | 121600 | 521200 | UTILITIES | 24.83 |
| | INVOICE: 36734 | | | | | | | | | | |
| | 36735 | 10/10/12 | | | 205270 | P | 11/02/12 | 121600 | 521200 | UTILITIES | 25.05 |
| | INVOICE: 36735 | | | | | | | | | | |
| | VENDOR TOTALS | 38,829.14 YTD INVOICED | | | | | | | 45,878.08 YTD PAID | | 2,313.29 |
| 4459 | CORPORATE AWARDS BY DENSONS DIV OF DENSON SHOP INC | | | | | | | | | | |
| | 36721 | 10/29/12 | | | 205271 | P | 11/02/12 | 126000 | 530100 | OFFICE SUPPLIES | 29.45 |
| | INVOICE: 90127 | | | | | | | | | | |
| | VENDOR TOTALS | 944.45 YTD INVOICED | | | | | | | 944.45 YTD PAID | | 29.45 |
| 204 | DAILY HERALD | | | | | | | | | | |
| | 36737 | 09/24/12 | | | 205272 | P | 11/02/12 | 126000 | 520905 | PRINTING | 119.60 |
| | INVOICE: T4316305 | | | | | | | | | | |
| | 36738 | 09/25/12 | | | 205272 | P | 11/02/12 | 100 | 240100 | ESCROWS - DEVELOPER DEPOS | 376.05 |
| | INVOICE: T4316616 | | | | | | | | | | |
| | VENDOR TOTALS | 6,083.75 YTD INVOICED | | | | | | | 6,420.70 YTD PAID | | 495.65 |
| 225 | THE DIRECT RESPONSE RESOURCE, INC. | | | | | | | | | | |
| | 36740 | 10/31/12 | | | 205273 | P | 11/02/12 | 50100 | 520900 | POSTAGE & SHIPPING | 2,500.00 |
| | INVOICE: GE12-4 | | | | | | | | | | |
| | 36740 | 10/31/12 | | | 205273 | P | 11/02/12 | 50200 | 520900 | POSTAGE & SHIPPING | 2,500.00 |
| | INVOICE: GE12-4 | | | | | | | | | | |
| | 36740 | 10/31/12 | | | 205273 | P | 11/02/12 | 54000 | 520900 | POSTAGE & SHIPPING | 5,000.00 |
| | INVOICE: GE12-4 | | | | | | | | | | |
| | VENDOR TOTALS | 48,369.65 YTD INVOICED | | | | | | | 49,028.83 YTD PAID | | 10,000.00 |
| 232 | DON'S AUTO ADE, INC | | | | | | | | | | |
| | 36736 | 10/24/12 | | | 205274 | P | 11/02/12 | 65000 | 521180 | REPAIRS-CONTRACTUAL/LABOR | 89.00 |
| | INVOICE: 81,563 | | | | | | | | | | |

WARRANT: 1112-1 TO FISCAL 2013/07 05/01/2012 TO 04/30/2013

| VENDOR | NAME / DOCUMENT | INV DATE | VOUCHER | PO | CHECK NO | T | CHK DATE | GL ACCOUNT | | GL ACCOUNT DESCRIPTION | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | VENDOR TOTALS | 748.00 YTD INVOICED | | | | | | | 748.00 YTD PAID | | 89.00 |
| 249 | DUPAGE COUNTY | | | | | | | | | | |
| | 36739 | 10/02/12 | | | 205275 | P | 11/02/12 | 100 | 240100 | ESCROWS - DEVELOPER DEPOS | 162.00 |
| | INVOICE: | 201210020257 | | | | | | | | | |
| | 36739 | 10/02/12 | | | 205275 | P | 11/02/12 | 126000 | 520905 | PRINTING | 196.00 |
| | INVOICE: | 201210020257 | | | | | | | | | |
| | 36739 | 10/02/12 | | | 205275 | P | 11/02/12 | 55700 | 570100 | BUILDINGS | 61.00 |
| | INVOICE: | 201210020257 | | | | | | | | | |
| | VENDOR TOTALS | 1,045.00 YTD INVOICED | | | | | | | 1,485.00 YTD PAID | | 419.00 |
| 7977 | SAMUEL FERNALD | | | | | | | | | | |
| | 36741 | 10/23/12 | | | 205276 | P | 11/02/12 | 143200 | 520600 | DUES-SUBSCRIPTIONS-REG FE | 20.00 |
| | INVOICE: | ER110112 | | | | | | | | | |
| | 36741 | 10/23/12 | | | 205276 | P | 11/02/12 | 50100 | 520600 | DUES-SUBSCRIPTIONS-REG FE | 15.00 |
| | INVOICE: | ER110112 | | | | | | | | | |
| | 36741 | 10/23/12 | | | 205276 | P | 11/02/12 | 50200 | 520600 | DUES-SUBSCRIPTIONS-REG FE | 15.00 |
| | INVOICE: | ER110112 | | | | | | | | | |
| | VENDOR TOTALS | 50.00 YTD INVOICED | | | | | | | 50.00 YTD PAID | | 50.00 |
| 6474 | TERRY L FOPPE | | | | | | | | | | |
| | 36742 | 10/25/12 | | | 205277 | P | 11/02/12 | 100 | 240100 | ESCROWS - DEVELOPER DEPOS | 450.00 |
| | INVOICE: | MR103012 | | | | | | | | | |
| | VENDOR TOTALS | 450.00 YTD INVOICED | | | | | | | 450.00 YTD PAID | | 450.00 |
| 5886 | G W BERKHEIMER CO, INC | | | | | | | | | | |
| | 36744 | 08/06/12 | | | 205278 | P | 11/02/12 | 121300 | 520970 | MAINTENANCE-BUILDING & GR | 459.25 |
| | INVOICE: | 842644 | | | | | | | | | |
| | 36745 | 10/22/12 | | | 205278 | P | 11/02/12 | 121300 | 530105 | OPERATING SUPPLIES | 47.51 |
| | INVOICE: | 892591 | | | | | | | | | |
| | VENDOR TOTALS | 506.76 YTD INVOICED | | | | | | | 506.76 YTD PAID | | 506.76 |
| 7974 | MARCIA L GOLDSTEIN | | | | | | | | | | |
| | 36746 | 10/25/12 | | | 205279 | P | 11/02/12 | 100 | 240100 | ESCROWS - DEVELOPER DEPOS | 1,000.00 |
| | INVOICE: | 20090889 | | | | | | | | | |
| | VENDOR TOTALS | 1,000.00 YTD INVOICED | | | | | | | 1,000.00 YTD PAID | | 1,000.00 |
| 929 | W.W. GRAINGER INC | | | | | | | | | | |
| | 36747 | 10/16/12 | | | 205280 | P | 11/02/12 | 143200 | 520995 | MAINTENANCE-SIGNS | 56.93 |
| | INVOICE: | 9953421709 | | | | | | | | | |
| | VENDOR TOTALS | 4,677.17 YTD INVOICED | | | | | | | 4,885.01 YTD PAID | | 56.93 |
| 7975 | GREENSCAPE HOMES, LLC | | | | | | | | | | |
| | 36698 | 10/31/12 | | | 205281 | P | 11/02/12 | 540 | 120210 | ACOUNTS RECV - UTILITY BI | 110.02 |

WARRANT: 1112-1 TO FISCAL 2013/07 05/01/2012 TO 04/30/2013

| VENDOR | NAME / DOCUMENT | INV DATE | VOUCHER | PO | CHECK NO | T | CHK DATE | GL ACCOUNT | | GL ACCOUNT DESCRIPTION | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | INVOICE: 36698 | | | | | | | | | | |
| | VENDOR TOTALS | | 110.02 YTD INVOICED | | | | | | 110.02 YTD PAID | | 110.02 |
| 1218 | GROWER EQUIPMENT & SUPPLY CO | | | | | | | | | | |
| | 36743 | 10/20/12 | | | 205282 | P | 11/02/12 | 65000 | 530310 | PARTS PURCHASED | 23.41 |
| | INVOICE: 50929 | | | | | | | | | | |
| | VENDOR TOTALS | | 23.41 YTD INVOICED | | | | | | 23.41 YTD PAID | | 23.41 |
| 1299 | HODGES,LOIZZI,EISENHAMMER, | | | | | | | | | | |
| | 36749 | 09/30/12 | | | 205283 | P | 11/02/12 | 121200 | 520700 | LEGAL - GENERAL COUNSEL | 174.90 |
| | INVOICE: 23900 | | | | | | | | | | |
| | VENDOR TOTALS | | 3,666.54 YTD INVOICED | | | | | | 5,665.17 YTD PAID | | 174.90 |
| 388 | H-O-H WATER TECHNOLOGY, INC | | | | | | | | | | |
| | 36748 | 10/22/12 | | | 205284 | P | 11/02/12 | 121300 | 520970 | MAINTENANCE-BUILDING & GR | 436.24 |
| | INVOICE: 390629 | | | | | | | | | | |
| | VENDOR TOTALS | | 436.24 YTD INVOICED | | | | | | 436.24 YTD PAID | | 436.24 |
| 5048 | ILLINI POWER PRODUCTS | | | | | | | | | | |
| | 36752 | 08/22/12 | | | 205285 | P | 11/02/12 | 121300 | 520970 | MAINTENANCE-BUILDING & GR | 599.98 |
| | INVOICE: 117695 | | | | | | | | | | |
| | 36753 | 07/31/12 | | | 205285 | P | 11/02/12 | 121300 | 520970 | MAINTENANCE-BUILDING & GR | 994.52 |
| | INVOICE: 118832 | | | | | | | | | | |
| | VENDOR TOTALS | | 2,321.30 YTD INVOICED | | | | | | 2,321.30 YTD PAID | | 1,594.50 |
| 7529 | INTEGRITY ENVIRONMENTAL SERVICES, INC | | | | | | | | | | |
| | 36750 | 10/22/12 | | | 205287 | P | 11/02/12 | 65000 | 580110 | EQUIPMENT/CAPITAL OUTLAY | 1,425.00 |
| | INVOICE: 12-10008 | | | | | | | | | | |
| | 36751 | 10/15/12 | | | 205287 | P | 11/02/12 | 65000 | 580110 | EQUIPMENT/CAPITAL OUTLAY | 1,725.00 |
| | INVOICE: 12-10003 | | | | | | | | | | |
| | VENDOR TOTALS | | 22,500.00 YTD INVOICED | | | | | | 22,500.00 YTD PAID | | 3,150.00 |
| 481 | JERRY HAGGERTY CHEVROLET INC | | | | | | | | | | |
| | 36756 | 10/24/12 | | | 205288 | P | 11/02/12 | 65000 | 530310 | PARTS PURCHASED | 42.06 |
| | INVOICE: 149641 | | | | | | | | | | |
| | VENDOR TOTALS | | 220.58 YTD INVOICED | | | | | | 220.58 YTD PAID | | 42.06 |
| 3603 | JON-DON INC | | | | | | | | | | |
| | 36757 | 07/31/12 | | | 205289 | P | 11/02/12 | 121300 | 530105 | OPERATING SUPPLIES | 13.60 |
| | INVOICE: 1547720 | | | | | | | | | | |
| | 36758 | 09/19/12 | | | 205289 | P | 11/02/12 | 121300 | 530105 | OPERATING SUPPLIES | 46.46 |
| | INVOICE: 1585254 | | | | | | | | | | |

WARRANT: 1112-1 TO FISCAL 2013/07 05/01/2012 TO 04/30/2013

| VENDOR | NAME / DOCUMENT | INV DATE | VOUCHER | PO | CHECK NO | T | CHK DATE | GL ACCOUNT | | GL ACCOUNT DESCRIPTION | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | VENDOR TOTALS | 550.37 YTD INVOICED | | | | | | | 550.37 YTD PAID | | 60.06 |
| 4343 | KCW ENVIRONMENTAL CONDITIONING, INC | | | | | | | | | | |
| | 36761 | 08/06/12 | | | 205290 | P | 11/02/12 | 121300 | 520970 | MAINTENANCE-BUILDING & GR | 311.00 |
| | INVOICE: 62219-IN | | | | | | | | | | |
| | VENDOR TOTALS | 311.00 YTD INVOICED | | | | | | | 311.00 YTD PAID | | 311.00 |
| 518 | KIPP'S LAWNMOWER SALES/SERVICE | | | | | | | | | | |
| | 36760 | 10/16/12 | | | 205291 | P | 11/02/12 | 65000 | 530310 | PARTS PURCHASED | 16.06 |
| | INVOICE: 413133 | | | | | | | | | | |
| | VENDOR TOTALS | 534.46 YTD INVOICED | | | | | | | 534.46 YTD PAID | | 16.06 |
| 525 | KOZ TRUCKING & SONS, INC. | | | | | | | | | | |
| | 36759 | 10/16/12 | | 20120007 | 205292 | P | 11/02/12 | 50200 | 520985 | MAINTENANCE-R.O.W. | 555.89 |
| | INVOICE: 7110 | | | | | | | | | | |
| | VENDOR TOTALS | 9,513.26 YTD INVOICED | | | | | | | 9,513.26 YTD PAID | | 555.89 |
| 7978 | ERIC LOOS | | | | | | | | | | |
| | 36762 | 10/30/12 | | | 205293 | P | 11/02/12 | 5300 | 440530 | LEASED PARKING LOT FEES | 51.68 |
| | INVOICE: PR110112 | | | | | | | | | | |
| | VENDOR TOTALS | 51.68 YTD INVOICED | | | | | | | 51.68 YTD PAID | | 51.68 |
| 7358 | MALAY HOMES, INC | | | | | | | | | | |
| | 36768 | 10/24/12 | | | 205294 | P | 11/02/12 | 100 | 240100 | ESCROWS - DEVELOPER DEPOS | 11,952.92 |
| | INVOICE: 20111263 | | | | | | | | | | |
| | VENDOR TOTALS | 11,952.92 YTD INVOICED | | | | | | | 11,952.92 YTD PAID | | 11,952.92 |
| 586 | MCCHESNEY & MILLER INC | | | | | | | | | | |
| | 36767 | 09/13/12 | | | 205295 | P | 11/02/12 | 121300 | 530105 | OPERATING SUPPLIES | 57.04 |
| | INVOICE: 6050150 | | | | | | | | | | |
| | VENDOR TOTALS | 73.96 YTD INVOICED | | | | | | | 114.59 YTD PAID | | 57.04 |
| 1089 | METROPOLITAN INDUSTRIES, INC. | | | | | | | | | | |
| | 36765 | 09/06/12 | | 20120046 | 205296 | P | 11/02/12 | 50200 | 580110 | EQUIPMENT/CAPITAL OUTLAY | 43,260.00 |
| | INVOICE: 263683 | | | | | | | | | | |
| | VENDOR TOTALS | 44,595.00 YTD INVOICED | | | | | | | 44,595.00 YTD PAID | | 43,260.00 |
| 7976 | MKD ELECTRIC, INC | | | | | | | | | | |
| | 36766 | 10/23/12 | | | 205297 | P | 11/02/12 | 53000 | 580110 | EQUIPMENT/CAPITAL OUTLAY | 754.00 |
| | INVOICE: 18719 | | | | | | | | | | |
| | VENDOR TOTALS | 754.00 YTD INVOICED | | | | | | | 754.00 YTD PAID | | 754.00 |

WARRANT: 1112-1

TO FISCAL 2013/07 05/01/2012 TO 04/30/2013

| VENDOR NAME / DOCUMENT | INV DATE | VOUCHER | PO | CHECK NO | T | CHK DATE | GL ACCOUNT | | GL ACCOUNT DESCRIPTION | |
|---|---|---|---|---|---|---|---|---|---|---|
| 7646 MONDI CONSTRUCTION,INC. | | | | | | | | | | |
| 36763 | 10/11/12 | | | 205298 | P | 11/02/12 | 40000 | 580155 | SIDEWALK IMPROVEMENTS | 4,658.57 |
| INVOICE: | 1053-1 | | | | | | | | | |
| 36764 | 10/11/12 | | 20130005 | 205298 | P | 11/02/12 | 50100 | 520985 | MAINTENANCE-R.O.W. | 1,027.48 |
| INVOICE: | 1053 | | | | | | | | | |
| VENDOR TOTALS | | 42,980.66 YTD INVOICED | | | | | | 42,980.66 YTD PAID | | 5,686.05 |
| 635 NATIONAL ELEVATOR INSPECTION SVCS INC | | | | | | | | | | |
| 36788 | 10/10/12 | | | 205299 | P | 11/02/12 | 126000 | 521044 | ELEVATOR INSPECTIONS | 840.00 |
| INVOICE: | 87483 | | | | | | | | | |
| VENDOR TOTALS | | 4,950.00 YTD INVOICED | | | | | | 5,930.00 YTD PAID | | 840.00 |
| 7689 MICHAEL NICKELS | | | | | | | | | | |
| 36754 | 10/23/12 | | | 205300 | P | 11/02/12 | 143200 | 520600 | DUES-SUBSCRIPTIONS-REG FE | 20.00 |
| INVOICE: | ER103012 | | | | | | | | | |
| 36754 | 10/23/12 | | | 205300 | P | 11/02/12 | 50100 | 520600 | DUES-SUBSCRIPTIONS-REG FE | 15.00 |
| INVOICE: | ER103012 | | | | | | | | | |
| 36754 | 10/23/12 | | | 205300 | P | 11/02/12 | 50200 | 520600 | DUES-SUBSCRIPTIONS-REG FE | 15.00 |
| INVOICE: | ER103012 | | | | | | | | | |
| VENDOR TOTALS | | 104.37 YTD INVOICED | | | | | | 104.37 YTD PAID | | 50.00 |
| 651 NORTHERN ILLINOIS GAS COMPANY | | | | | | | | | | |
| 36769 | 08/07/12 | | | 205301 | P | 11/02/12 | 121600 | 521200 | UTILITIES | 23.91 |
| INVOICE: | 36769 | | | | | | | | | |
| 36770 | 09/05/12 | | | 205301 | P | 11/02/12 | 121600 | 521200 | UTILITIES | 23.92 |
| INVOICE: | 36770 | | | | | | | | | |
| 36771 | 10/04/12 | | | 205301 | P | 11/02/12 | 121600 | 521200 | UTILITIES | 33.46 |
| INVOICE: | 36771 | | | | | | | | | |
| 36772 | 08/07/12 | | | 205301 | P | 11/02/12 | 121600 | 521200 | UTILITIES | 23.91 |
| INVOICE: | 36772 | | | | | | | | | |
| 36773 | 09/05/12 | | | 205301 | P | 11/02/12 | 121600 | 521200 | UTILITIES | 23.92 |
| INVOICE: | 36773 | | | | | | | | | |
| 36774 | 10/04/12 | | | 205301 | P | 11/02/12 | 121600 | 521200 | UTILITIES | 42.37 |
| INVOICE: | 36774 | | | | | | | | | |
| 36775 | 08/03/12 | | | 205301 | P | 11/02/12 | 135000 | 521200 | UTILITIES | 92.56 |
| INVOICE: | 36775 | | | | | | | | | |
| 36776 | 09/04/12 | | | 205301 | P | 11/02/12 | 135000 | 521200 | UTILITIES | 94.17 |
| INVOICE: | 36776 | | | | | | | | | |
| 36777 | 10/03/12 | | | 205301 | P | 11/02/12 | 135000 | 521200 | UTILITIES | 100.37 |
| INVOICE: | 36777 | | | | | | | | | |
| 36778 | 06/29/12 | | | 205301 | P | 11/02/12 | 135000 | 521200 | UTILITIES | 107.76 |
| INVOICE: | 36778 | | | | | | | | | |
| 36779 | 07/31/12 | | | 205301 | P | 11/02/12 | 135000 | 521200 | UTILITIES | 168.84 |
| INVOICE: | 36779 | | | | | | | | | |
| 36780 | 08/29/12 | | | 205301 | P | 11/02/12 | 135000 | 521200 | UTILITIES | 105.69 |
| INVOICE: | 36780 | | | | | | | | | |
| 36781 | 07/23/12 | | | 205301 | P | 11/02/12 | 121300 | 521200 | UTILITIES | 157.38 |
| INVOICE: | 36781 | | | | | | | | | |

WARRANT: 1112-1

TO FISCAL 2013/07 05/01/2012 TO 04/30/2013

| VENDOR NAME / DOCUMENT | INV DATE | VOUCHER | PO | CHECK NO | T | CHK DATE | GL ACCOUNT | | GL ACCOUNT DESCRIPTION | |
|---|---|---|---|---|---|---|---|---|---|---|
| 36782 INVOICE: 36782 | 08/21/12 | | | 205301 | P | 11/02/12 | 121300 | 521200 | UTILITIES | 127.96 |
| 36783 INVOICE: 36783 | 09/20/12 | | | 205301 | P | 11/02/12 | 121300 | 521200 | UTILITIES | 125.46 |
| 36784 INVOICE: 36784 | 10/22/12 | | | 205301 | P | 11/02/12 | 121300 | 521200 | UTILITIES | 332.58 |
| 36785 INVOICE: 36785 | 07/26/12 | | | 205301 | P | 11/02/12 | 121300 | 521200 | UTILITIES | 89.29 |
| 36786 INVOICE: 36786 | 08/24/12 | | | 205301 | P | 11/02/12 | 121300 | 521200 | UTILITIES | 94.31 |
| 36787 INVOICE: 36787 | 09/25/12 | | | 205301 | P | 11/02/12 | 121300 | 521200 | UTILITIES | 107.62 |
| VENDOR TOTALS | | 8,329.87 YTD INVOICED | | | | | | 10,460.23 YTD PAID | | 1,875.48 |
| 5688 CHRISTOPHER/KRISTIN O'NEILL | | | | | | | | | | |
| 36792 INVOICE: MR103012 | 10/26/12 | | | 205302 | P | 11/02/12 | 500 | 240200 | UTILITY SERVICE DEPOSITS | 150.00 |
| VENDOR TOTALS | | 150.00 YTD INVOICED | | | | | | 150.00 YTD PAID | | 150.00 |
| 7843 ON THE MARK WATER SERVICES, INC | | | | | | | | | | |
| 36789 INVOICE: 1024 | 09/11/12 | | | 205303 | P | 11/02/12 | 50100 | 521055 | PROFESSIONAL SERVICES - O | 2,400.00 |
| 36790 INVOICE: 1026 | 09/19/12 | | | 205303 | P | 11/02/12 | 50100 | 521055 | PROFESSIONAL SERVICES - O | 1,500.00 |
| 36791 INVOICE: 1025 | 09/19/12 | | | 205303 | P | 11/02/12 | 50100 | 521055 | PROFESSIONAL SERVICES - O | 400.00 |
| VENDOR TOTALS | | 19,720.00 YTD INVOICED | | | | | | 19,720.00 YTD PAID | | 4,300.00 |
| 6552 PROVANTAGE CORPORATION | | | | | | | | | | |
| 36793 INVOICE: 6497601 | 10/23/12 | | | 205304 | P | 11/02/12 | 122000 | 570110 | COMPUTER EQUIPMENT/PROJEC | 72.00 |
| 36794 INVOICE: 6496745 | 10/22/12 | | | 205304 | P | 11/02/12 | 122000 | 570110 | COMPUTER EQUIPMENT/PROJEC | 41.16 |
| 36795 INVOICE: 6497441 | 10/23/12 | | | 205304 | P | 11/02/12 | 122000 | 530100 | OFFICE SUPPLIES | 203.00 |
| 36796 INVOICE: 6496725 | 10/22/12 | | | 205304 | P | 11/02/12 | 134000 | 530100 | OFFICE SUPPLIES | 54.80 |
| 36796 INVOICE: 6496725 | 10/22/12 | | | 205304 | P | 11/02/12 | 122000 | 570110 | COMPUTER EQUIPMENT/PROJEC | 62.15 |
| VENDOR TOTALS | | 10,986.58 YTD INVOICED | | | | | | 10,986.58 YTD PAID | | 433.11 |
| 762 ROSCOE COMPANY | | | | | | | | | | |
| 36797 INVOICE: 1219753 | 10/25/12 | | | 205305 | P | 11/02/12 | 143100 | 520970 | MAINTENANCE-BUILDING & GR | 26.38 |
| 36797 INVOICE: 1219753 | 10/25/12 | | | 205305 | P | 11/02/12 | 65000 | 521125 | LEASED EQUIPMENT | 70.81 |

WARRANT: 1112-1

TO FISCAL 2013/07 05/01/2012 TO 04/30/2013

| VENDOR NAME / DOCUMENT | INV DATE | VOUCHER | PO | CHECK NO | T | CHK DATE | GL ACCOUNT | GL ACCOUNT DESCRIPTION | |
|---|---|---|---|---|---|---|---|---|---|
| VENDOR TOTALS | | 1,262.94 YTD INVOICED | | | | | 1,360.13 YTD PAID | | 97.19 |
| 778 SCHWEPPE & SONS INC | | | | | | | | | |
| 36798 | 09/20/12 | | | 205306 | P | 11/02/12 | 121300 530105 | OPERATING SUPPLIES | 57.56 |
| INVOICE: | 615425 | | | | | | | | |
| 36799 | 07/06/12 | | | 205306 | P | 11/02/12 | 121300 530105 | OPERATING SUPPLIES | 28.78 |
| INVOICE: | 288371 | | | | | | | | |
| VENDOR TOTALS | | 113.24 YTD INVOICED | | | | | 113.24 YTD PAID | | 86.34 |
| 7360 SEGAL MCCAMBRIDGE SINGER & MAHONEY, LTD | | | | | | | | | |
| 36807 | 09/24/12 | | | 205307 | P | 11/02/12 | 121200 520700 | LEGAL - GENERAL COUNSEL | 720.00 |
| INVOICE: | 603755 | | | | | | | | |
| 36808 | 08/29/12 | | | 205307 | P | 11/02/12 | 121200 520700 | LEGAL - GENERAL COUNSEL | 292.50 |
| INVOICE: | 594619 | | | | | | | | |
| 36809 | 07/18/12 | | | 205307 | P | 11/02/12 | 121200 520700 | LEGAL - GENERAL COUNSEL | 337.60 |
| INVOICE: | 578040 | | | | | | | | |
| VENDOR TOTALS | | 1,597.60 YTD INVOICED | | | | | 2,677.60 YTD PAID | | 1,350.10 |
| 141 SENTRY SECURITY | | | | | | | | | |
| 36803 | 09/01/12 | | | 205308 | P | 11/02/12 | 121300 521075 | CONTRACT MAINT SERVICE | 192.39 |
| INVOICE: | 110228 | | | | | | | | |
| VENDOR TOTALS | | 384.78 YTD INVOICED | | | | | 384.78 YTD PAID | | 192.39 |
| 5109 SOUTH SIDE CONTROL SUPPLY, CO. | | | | | | | | | |
| 36800 | 10/08/12 | | | 205309 | P | 11/02/12 | 121300 520970 | MAINTENANCE-BUILDING & GR | 114.67 |
| INVOICE: | S100002192.001 | | | | | | | | |
| 36801 | 08/24/12 | | | 205309 | P | 11/02/12 | 121300 520970 | MAINTENANCE-BUILDING & GR | 1,254.82 |
| INVOICE: | 501640 | | | | | | | | |
| VENDOR TOTALS | | 1,369.49 YTD INVOICED | | | | | 1,369.49 YTD PAID | | 1,369.49 |
| 804 SPRING AIR FILTER INC | | | | | | | | | |
| 36802 | 08/01/12 | | | 205310 | P | 11/02/12 | 121300 520970 | MAINTENANCE-BUILDING & GR | 1,210.00 |
| INVOICE: | 23935 | | | | | | | | |
| VENDOR TOTALS | | 1,210.00 YTD INVOICED | | | | | 1,210.00 YTD PAID | | 1,210.00 |
| 2687 STAPLES CONTRACT & COMMERCIAL, INC. | | | | | | | | | |
| 36804 | 10/02/12 | | | 205311 | P | 11/02/12 | 121300 530105 | OPERATING SUPPLIES | 635.06 |
| INVOICE: | 3183376612 | | | | | | | | |
| 36805 | 08/24/12 | | | 205311 | P | 11/02/12 | 121300 530105 | OPERATING SUPPLIES | 857.90 |
| INVOICE: | 3180432866 | | | | | | | | |
| 36806 | 09/07/12 | | | 205311 | P | 11/02/12 | 121300 530105 | OPERATING SUPPLIES | 77.92 |
| INVOICE: | 3181529628 | | | | | | | | |
| VENDOR TOTALS | | 3,076.37 YTD INVOICED | | | | | 3,210.91 YTD PAID | | 1,570.88 |

WARRANT: 1112-1

TO FISCAL 2013/07 05/01/2012 TO 04/30/2013

| VENDOR NAME / DOCUMENT | INV DATE | VOUCHER | PO | CHECK NO | T | CHK DATE | GL ACCOUNT | | GL ACCOUNT DESCRIPTION | |
|---|---|---|---|---|---|---|---|---|---|---|
| 889 UNIQUE PRODUCTS & SERVICE CORP | | | | | | | | | | |
| 36811 | 08/15/12 | | | 205312 | P | 11/02/12 | 121300 | 530105 | OPERATING SUPPLIES | 415.94 |
| INVOICE: 244970 | | | | | | | | | | |
| VENDOR TOTALS | | 2,556.57 YTD INVOICED | | | | | | 4,168.59 YTD PAID | | 415.94 |
| 4734 VEOLIA ES SOLID WASTE MIDWEST, LLC | | | | | | | | | | |
| 36814 | 10/13/12 | | | 205313 | P | 11/02/12 | 54000 | 521120 | DISPOSAL COST | 184.60 |
| INVOICE: TB0000010726 | | | | | | | | | | |
| VENDOR TOTALS | | 4,767.21 YTD INVOICED | | | | | | 5,022.66 YTD PAID | | 184.60 |
| 919 VILLA PARK ELECTRICAL SUPPLY CO, INC | | | | | | | | | | |
| 36812 | 09/12/12 | | | 205314 | P | 11/02/12 | 121300 | 520970 | MAINTENANCE-BUILDING & GR | 105.00 |
| INVOICE: 1800113 | | | | | | | | | | |
| 36813 | 08/30/12 | | | 205314 | P | 11/02/12 | 121300 | 520970 | MAINTENANCE-BUILDING & GR | 517.56 |
| INVOICE: 1799423 | | | | | | | | | | |
| VENDOR TOTALS | | 1,046.03 YTD INVOICED | | | | | | 1,046.03 YTD PAID | | 622.56 |
| 1876 VIPOE, INC | | | | | | | | | | |
| 36815 | 10/23/12 | | | 205315 | P | 11/02/12 | 122000 | 530100 | OFFICE SUPPLIES | 981.00 |
| INVOICE: 432246 | | | | | | | | | | |
| VENDOR TOTALS | | 1,834.00 YTD INVOICED | | | | | | 2,117.50 YTD PAID | | 981.00 |
| 3995 WAREHOUSE DIRECT OFFICE PRODUCTS | | | | | | | | | | |
| 36816 | 10/29/12 | | | 205316 | P | 11/02/12 | 143100 | 530100 | OFFICE SUPPLIES | 8.50 |
| INVOICE: 1731605-0 | | | | | | | | | | |
| 36816 | 10/29/12 | | | 205316 | P | 11/02/12 | 143200 | 530100 | OFFICE SUPPLIES | 8.50 |
| INVOICE: 1731605-0 | | | | | | | | | | |
| 36816 | 10/29/12 | | | 205316 | P | 11/02/12 | 50100 | 530100 | OFFICE SUPPLIES | 24.37 |
| INVOICE: 1731605-0 | | | | | | | | | | |
| 36816 | 10/29/12 | | | 205316 | P | 11/02/12 | 50200 | 530100 | OFFICE SUPPLIES | 24.36 |
| INVOICE: 1731605-0 | | | | | | | | | | |
| VENDOR TOTALS | | 1,151.32 YTD INVOICED | | | | | | 1,151.32 YTD PAID | | 65.73 |
| 7979 PAUL O YOUNG COMPANY | | | | | | | | | | |
| 36817 | 08/27/12 | | | 205317 | P | 11/02/12 | 121300 | 530105 | OPERATING SUPPLIES | 94.79 |
| INVOICE: 578179 | | | | | | | | | | |
| 36818 | 09/18/12 | | | 205317 | P | 11/02/12 | 121300 | 530105 | OPERATING SUPPLIES | 53.36 |
| INVOICE: 578922 | | | | | | | | | | |
| VENDOR TOTALS | | 148.15 YTD INVOICED | | | | | | 148.15 YTD PAID | | 148.15 |
| | | | | | | | | | REPORT TOTALS | 122,072.17 |

| COUNT | AMOUNT |
|---|---|

WARRANT: 1112-2

TO FISCAL 2013/07 05/01/2012 TO 04/30/2013

| VENDOR NAME / DOCUMENT | INV DATE | VOUCHER | PO | CHECK NO | T | CHK DATE | GL ACCOUNT | GL ACCOUNT DESCRIPTION | |
|---|---|---|---|---|---|---|---|---|---|
| TOTAL PRINTED CHECKS | | | | | | | | 59 | 122,072.17 |

WARRANT: 1112-2 TO FISCAL 2013/07 05/01/2012 TO 04/30/2013

| VENDOR NAME / DOCUMENT | INV DATE | VOUCHER | PO | CHECK NO | T | CHK DATE | GL ACCOUNT | | GL ACCOUNT DESCRIPTION | |
|---|---|---|---|---|---|---|---|---|---|---|
| 2021 A-RELIABLE PRINTING | | | | | | | | | | |
| 36820 | 11/02/12 | | | 205318 | P | 11/09/12 | 126000 | 520905 | PRINTING | 200.00 |
| INVOICE: 13086 | | | | | | | | | | |
| VENDOR TOTALS | | 6,925.22 YTD INVOICED | | | | | | 7,391.99 YTD PAID | | 200.00 |
| 6 A. MCGURR, LTD. | | | | | | | | | | |
| 36821 | 10/18/12 | | | 205319 | P | 11/09/12 | 126000 | 521052 | STORMWATER ENGINEERING | 420.50 |
| INVOICE: 120801-802 | | | | | | | | | | |
| 36822 | 10/18/12 | | | 205319 | P | 11/09/12 | 100 | 240100 | ESCROWS - DEVELOPER DEPOS | 29.00 |
| INVOICE: 120803 | | | | | | | | | | |
| 36823 | 10/18/12 | | | 205319 | P | 11/09/12 | 126000 | 521052 | STORMWATER ENGINEERING | 43.50 |
| INVOICE: 120804 | | | | | | | | | | |
| 36824 | 10/18/12 | | | 205319 | P | 11/09/12 | 100 | 240100 | ESCROWS - DEVELOPER DEPOS | 319.00 |
| INVOICE: 120805 | | | | | | | | | | |
| 36825 | 10/18/12 | | | 205319 | P | 11/09/12 | 40000 | 580100 00505 | RIFORD RD RECONSTRUCTION | 116.00 |
| INVOICE: 120806-807 | | | | | | | | | | |
| 36826 | 10/18/12 | | | 205319 | P | 11/09/12 | 100 | 240100 | ESCROWS - DEVELOPER DEPOS | 246.50 |
| INVOICE: 120808 | | | | | | | | | | |
| 36827 | 10/18/12 | | | 205319 | P | 11/09/12 | 55700 | 570100 | BUILDINGS | 797.50 |
| INVOICE: 120809 | | | | | | | | | | |
| 36828 | 10/18/12 | | | 205319 | P | 11/09/12 | 100 | 240100 | ESCROWS - DEVELOPER DEPOS | 29.00 |
| INVOICE: 120810 | | | | | | | | | | |
| 36829 | 10/18/12 | | | 205319 | P | 11/09/12 | 40000 | 580100 | CONSTRUCTION PROJECTS | 261.00 |
| INVOICE: 120811 | | | | | | | | | | |
| VENDOR TOTALS | | 14,021.50 YTD INVOICED | | | | | | 15,239.50 YTD PAID | | 2,262.00 |
| 13 ACCURATE OFFICE SUPPLY CO. | | | | | | | | | | |
| 36883 | 10/31/12 | | | 205320 | P | 11/09/12 | 134000 | 530100 | OFFICE SUPPLIES | 13.87 |
| INVOICE: 1322-1012 | | | | | | | | | | |
| VENDOR TOTALS | | 103.92 YTD INVOICED | | | | | | 117.79 YTD PAID | | 13.87 |
| 1325 BOB ACTON | | | | | | | | | | |
| 36880 | 11/07/12 | | | 205321 | P | 11/09/12 | 134000 | 520625 | TRAVEL | 64.24 |
| INVOICE: ER110812 | | | | | | | | | | |
| VENDOR TOTALS | | 298.24 YTD INVOICED | | | | | | 298.24 YTD PAID | | 64.24 |
| 18 ADDISON FIRE PROTECTION DISTRICT #1 | | | | | | | | | | |
| 36882 | 11/05/12 | | | 205322 | P | 11/09/12 | 134000 | 520600 | DUES-SUBSCRIPTIONS-REG FE | 100.00 |
| INVOICE: 110812 | | | | | | | | | | |
| VENDOR TOTALS | | 100.00 YTD INVOICED | | | | | | 100.00 YTD PAID | | 100.00 |
| 7987 ALTERNATING CURRENTS CORPORATION | | | | | | | | | | |
| 36881 | 11/07/12 | | | 205323 | P | 11/09/12 | 121500 | 520160 | SENIOR CENTER GRANT EXPEN | 702.85 |
| INVOICE: 24806 | | | | | | | | | | |

WARRANT: 1112-2

TO FISCAL 2013/07 05/01/2012 TO 04/30/2013

| VENDOR NAME / DOCUMENT | INV DATE | VOUCHER | PO | CHECK NO | T | CHK DATE | GL ACCOUNT | | GL ACCOUNT DESCRIPTION | |
|---|---|---|---|---|---|---|---|---|---|---|
| VENDOR TOTALS | | 702.85 YTD INVOICED | | | | | 702.85 YTD PAID | | | 702.85 |
| 1107 AMERICAN EXPRESS | | | | | | | | | | |
| 950541 | 10/31/12 | | | 10495 | W | 11/09/12 | 50100 | 520835 | BANKING SERVICES | 105.00 |
| INVOICE: | AMEXVGE-42 | | | | | | | | | |
| 950541 | 10/31/12 | | | 10495 | W | 11/09/12 | 50200 | 520835 | BANKING SERVICES | 104.99 |
| INVOICE: | AMEXVGE-42 | | | | | | | | | |
| AMEX-93 | 10/31/12 | | | 10496 | W | 11/09/12 | 55720 | 520810 | CREDIT CARD FEES | 861.91 |
| INVOICE: | AMEXREC-43 | | | | | | | | | |
| AMEX-93 | 10/31/12 | | | 10496 | W | 11/09/12 | 55730 | 520810 | CREDIT CARD FEES | 59.86 |
| INVOICE: | AMEXREC-43 | | | | | | | | | |
| AMEX-93 | 10/31/12 | | | 10496 | W | 11/09/12 | 55750 | 520810 | CREDIT CARD FEES | 83.80 |
| INVOICE: | AMEXREC-43 | | | | | | | | | |
| VENDOR TOTALS | | 10,294.66 YTD INVOICED | | | | | 11,220.82 YTD PAID | | | 1,215.56 |
| 5034 AZAVAR AUDIT SOLUTIONS, INC. | | | | | | | | | | |
| 36884 | 11/01/12 | | | 205324 | P | 11/09/12 | 40000 | 521055 | PROFESSIONAL SERVICES - O | 98.64 |
| INVOICE: | 9106 | | | | | | | | | |
| VENDOR TOTALS | | 3,398.43 YTD INVOICED | | | | | 3,398.43 YTD PAID | | | 98.64 |
| 6832 POWER UP BATTERIES LLC | | | | | | | | | | |
| 36885 | 11/07/12 | | | 205325 | P | 11/09/12 | 122000 | 570110 | COMPUTER EQUIPMENT/PROJEC | 132.00 |
| INVOICE: | 487-222403 | | | | | | | | | |
| VENDOR TOTALS | | 1,258.41 YTD INVOICED | | | | | 1,354.63 YTD PAID | | | 132.00 |
| 4874 BAXTER & WOODMAN, INC. | | | | | | | | | | |
| 36950 | 10/18/12 | | 20130031 | 205326 | P | 11/09/12 | 40000 | 580160 13004 | STREET IMPROVEMENTS | 7,687.09 |
| INVOICE: | 165201 | | | | | | | | | |
| 36950 | 10/18/12 | | 20130031 | 205326 | P | 11/09/12 | 50100 | 580100 13004 | CAPITAL IMPROVEMENTS | 2,000.00 |
| INVOICE: | 165201 | | | | | | | | | |
| 36950 | 10/18/12 | | 20130031 | 205326 | P | 11/09/12 | 50200 | 580100 13004 | CAPITAL IMPROVEMENTS | 1,500.00 |
| INVOICE: | 165201 | | | | | | | | | |
| VENDOR TOTALS | | 12,963.67 YTD INVOICED | | | | | 12,963.67 YTD PAID | | | 11,187.09 |
| 5759 BEAVER SHREDDING, INC | | | | | | | | | | |
| 36892 | 10/20/12 | | | 205327 | P | 11/09/12 | 134000 | 530105 | OPERATING SUPPLIES | 202.50 |
| INVOICE: | 21439 | | | | | | | | | |
| VENDOR TOTALS | | 202.50 YTD INVOICED | | | | | 202.50 YTD PAID | | | 202.50 |
| 82 BELL FUELS, INC. | | | | | | | | | | |
| 36890 | 10/26/12 | | | 205328 | P | 11/09/12 | 65000 | 530300 | GAS AND OIL | 2,941.60 |
| INVOICE: | 180615 | | | | | | | | | |
| 36891 | 10/26/12 | | | 205328 | P | 11/09/12 | 65000 | 530300 | GAS AND OIL | 2,427.49 |
| INVOICE: | 180614 | | | | | | | | | |

WARRANT: 1112-2

TO FISCAL 2013/07 05/01/2012 TO 04/30/2013

| VENDOR NAME / DOCUMENT | INV DATE | VOUCHER | PO | CHECK NO | T | CHK DATE | GL ACCOUNT | | GL ACCOUNT DESCRIPTION | |
|---|---|---|---|---|---|---|---|---|---|---|
| VENDOR TOTALS | | 128,326.76 YTD INVOICED | | | | | 132,393.89 YTD PAID | | | 5,369.09 |
| 2379 THE BANK OF NEW YORK MELLON TRUST CO, NA | | | | | | | | | | |
| 36830 | 10/19/12 | | | 205329 | P | 11/09/12 | 30000 | 520855 | PAYING AGENT FEE | 428.00 |
| INVOICE: 252-1661969 | | | | | | | | | | |
| VENDOR TOTALS | | 61,936.75 YTD INVOICED | | | | | 61,936.75 YTD PAID | | | 428.00 |
| 103 BRISTOL HOSE & FITTING | | | | | | | | | | |
| 36886 | 10/23/12 | | | 205330 | P | 11/09/12 | 65000 | 530310 | PARTS PURCHASED | 54.88 |
| INVOICE: 309096 | | | | | | | | | | |
| 36887 | 10/30/12 | | | 205330 | P | 11/09/12 | 65000 | 530310 | PARTS PURCHASED | -46.84 |
| INVOICE: 309589 | | | | | | | | | | |
| 36889 | 10/30/12 | | | 205330 | P | 11/09/12 | 65000 | 530310 | PARTS PURCHASED | 152.18 |
| INVOICE: 309577 | | | | | | | | | | |
| 36951 | 10/31/12 | | | 205330 | P | 11/09/12 | 65000 | 530310 | PARTS PURCHASED | -8.04 |
| INVOICE: 309721 | | | | | | | | | | |
| VENDOR TOTALS | | 691.57 YTD INVOICED | | | | | 705.97 YTD PAID | | | 152.18 |
| 1003 BURNS & MCDONNELL ENGINEERING CO. | | | | | | | | | | |
| 36832 | 10/09/12 | | 20130017 | 205331 | P | 11/09/12 | 40000 | 580160 13002 | STREET IMPROVEMENTS | 4,276.05 |
| INVOICE: 68035-3 | | | | | | | | | | |
| VENDOR TOTALS | | 17,972.90 YTD INVOICED | | | | | 17,972.90 YTD PAID | | | 4,276.05 |
| 673 PAHCS II | | | | | | | | | | |
| 36895 | 11/01/12 | | | 205332 | P | 11/09/12 | 121200 | 520615 | RECRUITING AND TESTING | 540.80 |
| INVOICE: 134444 | | | | | | | | | | |
| VENDOR TOTALS | | 3,583.61 YTD INVOICED | | | | | 3,583.61 YTD PAID | | | 540.80 |
| 2952 CHICAGO INT'L TRUCKS | | | | | | | | | | |
| 36896 | 10/30/12 | | | 205333 | P | 11/09/12 | 65000 | 530310 | PARTS PURCHASED | 756.66 |
| INVOICE: 16068396 | | | | | | | | | | |
| VENDOR TOTALS | | 3,593.99 YTD INVOICED | | | | | 3,593.99 YTD PAID | | | 756.66 |
| 6043 CHICAGO PARTS & SOUND LLC | | | | | | | | | | |
| 36898 | 10/24/12 | | | 205334 | P | 11/09/12 | 65000 | 530310 | PARTS PURCHASED | 119.36 |
| INVOICE: 482047 | | | | | | | | | | |
| 36899 | 11/05/12 | | | 205334 | P | 11/09/12 | 65000 | 530310 | PARTS PURCHASED | 110.64 |
| INVOICE: 484114 | | | | | | | | | | |
| VENDOR TOTALS | | 5,742.22 YTD INVOICED | | | | | 6,105.69 YTD PAID | | | 230.00 |
| 1215 CHRISTENSEN CONTRACTING | | | | | | | | | | |
| 36894 | 11/07/12 | | | 205335 | P | 11/09/12 | 100 | 240100 | ESCROWS - DEVELOPER DEPOS | 7,233.00 |
| INVOICE: 20100728 | | | | | | | | | | |

WARRANT: 1112-2

TO FISCAL 2013/07 05/01/2012 TO 04/30/2013

| VENDOR NAME / DOCUMENT | INV DATE | VOUCHER | PO | CHECK NO | T | CHK DATE | GL ACCOUNT | | GL ACCOUNT DESCRIPTION | |
|---|---|---|---|---|---|---|---|---|---|---|
| VENDOR TOTALS | | 7,383.00 YTD INVOICED | | | | | 7,383.00 YTD PAID | | | 7,233.00 |
| 5514 DAVID ALAN CHRISTENSEN | | | | | | | | | | |
| 36897 | 11/07/12 | | | 205336 | P | 11/09/12 | 100 | 240100 | ESCROWS - DEVELOPER DEPOS | 10,672.00 |
| INVOICE: 27098 | | | | | | | | | | |
| VENDOR TOTALS | | 20,716.00 YTD INVOICED | | | | | 20,716.00 YTD PAID | | | 10,672.00 |
| 1076 CINTAS CORPORATION NO 2 | | | | | | | | | | |
| 36836 | 10/29/12 | | | 205337 | P | 11/09/12 | 55730 | 530105 | OPERATING SUPPLIES | -246.89 |
| INVOICE: 226304-IN | | | | | | | | | | |
| 36837 | 10/08/12 | | | 205337 | P | 11/09/12 | 55730 | 530105 | OPERATING SUPPLIES | 127.74 |
| INVOICE: 225943-IN | | | | | | | | | | |
| 36838 | 10/08/12 | | | 205337 | P | 11/09/12 | 55730 | 530105 | OPERATING SUPPLIES | 202.98 |
| INVOICE: 225954-IN | | | | | | | | | | |
| VENDOR TOTALS | | 752.50 YTD INVOICED | | | | | 752.50 YTD PAID | | | 83.83 |
| 1207 CIVILTECH ENGINEERING, INC. | | | | | | | | | | |
| 36834 | 10/10/12 | | 20130035 | 205338 | P | 11/09/12 | 40000 | 580100 12002 | CAPITAL IMPROVEMENTS | 5,069.75 |
| INVOICE: 40285 | | | | | | | | | | |
| 36835 | 10/10/12 | | 20130002 | 205338 | P | 11/09/12 | 40000 | 580160 12001 | STREET IMPROVEMENTS | 46,745.70 |
| INVOICE: 40281 | | | | | | | | | | |
| 36835 | 10/10/12 | | 20130002 | 205338 | P | 11/09/12 | 50100 | 580100 12001 | CAPITAL IMPROVEMENTS | 11,000.00 |
| INVOICE: 40281 | | | | | | | | | | |
| 36835 | 10/10/12 | | 20130002 | 205338 | P | 11/09/12 | 50200 | 580100 12001 | CAPITAL IMPROVEMENTS | 6,000.00 |
| INVOICE: 40281 | | | | | | | | | | |
| 36839 | 10/10/12 | | | 205338 | P | 11/09/12 | 40000 | 580155 | SIDEWALK IMPROVEMENTS | 520.07 |
| INVOICE: 40287 | | | | | | | | | | |
| 36840 | 10/10/12 | | 20110003 | 205338 | P | 11/09/12 | 40000 | 580160 01016 | SOUTH PARK LAPP ARRA STIM | 1,158.18 |
| INVOICE: 40280 | | | | | | | | | | |
| VENDOR TOTALS | | 400,873.07 YTD INVOICED | | | | | 435,195.49 YTD PAID | | | 70,493.70 |
| 7273 CMS COMMUNICATIONS, INC. | | | | | | | | | | |
| 36833 | 10/30/12 | | | 205339 | P | 11/09/12 | 122000 | 521055 | PROFESSIONAL SERVICES - O | 180.00 |
| INVOICE: W751453 | | | | | | | | | | |
| VENDOR TOTALS | | 17,083.39 YTD INVOICED | | | | | 17,083.39 YTD PAID | | | 180.00 |
| 175 COMMONWEALTH EDISON COMPANY | | | | | | | | | | |
| 36900 | 10/29/12 | | | 205340 | P | 11/09/12 | 50100 | 521200 | UTILITIES | 1,069.57 |
| INVOICE: 36900 | | | | | | | | | | |
| VENDOR TOTALS | | 38,829.14 YTD INVOICED | | | | | 45,878.08 YTD PAID | | | 1,069.57 |
| 204 DAILY HERALD | | | | | | | | | | |
| 36841 | 10/24/12 | | | 205341 | P | 11/09/12 | 100 | 240100 | ESCROWS - DEVELOPER DEPOS | 315.10 |
| INVOICE: T4319788 | | | | | | | | | | |

WARRANT: 1112-2

TO FISCAL 2013/07 05/01/2012 TO 04/30/2013

| VENDOR NAME / DOCUMENT | INV DATE | VOUCHER | PO | CHECK NO | T | CHK DATE | GL ACCOUNT | | GL ACCOUNT DESCRIPTION | |
|---|---|---|---|---|---|---|---|---|---|---|
| VENDOR TOTALS | | 6,083.75 YTD INVOICED | | | | | 6,420.70 YTD PAID | | | 315.10 |
| 7984 DIAMANTE MONTESSORI SCHOOL | | | | | | | | | | |
| 36878 | 11/02/12 | | | 205342 | P | 11/09/12 | 100 | 240100 | ESCROWS - DEVELOPER DEPOS | 28,554.00 |
| INVOICE: 20090455 | | | | | | | | | | |
| VENDOR TOTALS | | 28,554.00 YTD INVOICED | | | | | 28,554.00 YTD PAID | | | 28,554.00 |
| 262 DUPAGE WATER COMMISSION | | | | | | | | | | |
| DPWC-59 | 09/30/12 | | | 10492 | W | 11/08/12 | 50100 | 530500 | LAKE MICHIGAN WATER | 240,158.20 |
| INVOICE: DPWC-63 | | | | | | | | | | |
| VENDOR TOTALS | | 1,418,107.19 YTD INVOICED | | | | | 1,818,575.11 YTD PAID | | | 240,158.20 |
| 1646 LISA EBERGENY | | | | | | | | | | |
| 36877 | 11/05/12 | | | 205343 | P | 11/09/12 | 122000 | 520620 | EMPLOYEE EDUCATION | 18.31 |
| INVOICE: ER110612 | | | | | | | | | | |
| VENDOR TOTALS | | 18.31 YTD INVOICED | | | | | 18.31 YTD PAID | | | 18.31 |
| 7750 ENGINEERING ENTERPRISES, INC | | | | | | | | | | |
| 36843 | 10/26/12 | | 20130015 | 205344 | P | 11/09/12 | 40000 | 580160 13001 | STREET IMPROVEMENTS | 6,798.76 |
| INVOICE: 51674 | | | | | | | | | | |
| 36843 | 10/26/12 | | 20130015 | 205344 | P | 11/09/12 | 50100 | 580100 13001 | CAPITAL IMPROVEMENTS | 1,000.00 |
| INVOICE: 51674 | | | | | | | | | | |
| 36843 | 10/26/12 | | 20130015 | 205344 | P | 11/09/12 | 50200 | 580100 13001 | CAPITAL IMPROVEMENTS | 1,000.00 |
| INVOICE: 51674 | | | | | | | | | | |
| VENDOR TOTALS | | 48,535.76 YTD INVOICED | | | | | 48,535.76 YTD PAID | | | 8,798.76 |
| 283 ENGINEERING RESOURCE ASSOC INC | | | | | | | | | | |
| 36842 | 09/20/12 | | | 205345 | P | 11/09/12 | 126000 | 521046 | GRADING REVIEWS | 5,629.16 |
| INVOICE: 22070301.113 | | | | | | | | | | |
| 36842 | 09/20/12 | | | 205345 | P | 11/09/12 | 100 | 240100 | ESCROWS - DEVELOPER DEPOS | 2,651.84 |
| INVOICE: 22070301.113 | | | | | | | | | | |
| VENDOR TOTALS | | 54,691.86 YTD INVOICED | | | | | 62,560.25 YTD PAID | | | 8,281.00 |
| 301 FEDERAL EXPRESS CORPORATION | | | | | | | | | | |
| 36845 | 10/24/12 | | | 205346 | P | 11/09/12 | 55700 | 520840 | BOND ISSUANCE COSTS | 37.46 |
| INVOICE: 2-059-52475 | | | | | | | | | | |
| VENDOR TOTALS | | 58.09 YTD INVOICED | | | | | 89.03 YTD PAID | | | 37.46 |
| 7981 JUDITH FITZPATRICK | | | | | | | | | | |
| 36844 | 10/01/12 | | | 205347 | P | 11/09/12 | 40000 | 580160 12001 | STREET IMPROVEMENTS | 2,100.00 |
| INVOICE: 110612 | | | | | | | | | | |
| VENDOR TOTALS | | 2,100.00 YTD INVOICED | | | | | 2,100.00 YTD PAID | | | 2,100.00 |

WARRANT: 1112-2

TO FISCAL 2013/07 05/01/2012 TO 04/30/2013

| VENDOR NAME / DOCUMENT | INV DATE | VOUCHER | PO | CHECK NO | T | CHK DATE | GL ACCOUNT | | GL ACCOUNT DESCRIPTION | |
|---|---|---|---|---|---|---|---|---|---|---|
| 311 THE TERRAMAR GROUP, INC | | | | | | | | | | |
| 36901 | 10/24/12 | | | 205348 | P | 11/09/12 | 65000 | 530310 | PARTS PURCHASED | 40.71 |
| INVOICE: 56482 | | | | | | | | | | |
| 36902 | 10/31/12 | | | 205348 | P | 11/09/12 | 65000 | 530310 | PARTS PURCHASED | 18.01 |
| INVOICE: 56532 | | | | | | | | | | |
| VENDOR TOTALS | | 3,911.78 YTD INVOICED | | | | | | 3,911.78 YTD PAID | | 58.72 |
| 7988 FOREST PHARMACEUTICALS-FLEET ARI | | | | | | | | | | |
| 36947 | 11/02/12 | | | 205349 | P | 11/09/12 | 1000 | 450100 | POLICE ORDINANCE FINES | 15.00 |
| INVOICE: CR110812 | | | | | | | | | | |
| VENDOR TOTALS | | 15.00 YTD INVOICED | | | | | | 15.00 YTD PAID | | 15.00 |
| 6961 GFS MARKETPLACE LLC | | | | | | | | | | |
| 36848 | 06/21/12 | | | 205350 | P | 11/09/12 | 55730 | 530420 | FOOD/RESALE | 113.56 |
| INVOICE: 753113330 | | | | | | | | | | |
| 36849 | 10/22/12 | | | 205350 | P | 11/09/12 | 55730 | 530105 | OPERATING SUPPLIES | 4.29 |
| INVOICE: 770123088 | | | | | | | | | | |
| 36849 | 10/22/12 | | | 205350 | P | 11/09/12 | 55730 | 530405 | BEVERAGES/RESALE | 9.48 |
| INVOICE: 770123088 | | | | | | | | | | |
| 36849 | 10/22/12 | | | 205350 | P | 11/09/12 | 55730 | 530420 | FOOD/RESALE | 175.20 |
| INVOICE: 770123088 | | | | | | | | | | |
| 36850 | 10/25/12 | | | 205350 | P | 11/09/12 | 55730 | 530405 | BEVERAGES/RESALE | 2.99 |
| INVOICE: 770123233 | | | | | | | | | | |
| 36850 | 10/25/12 | | | 205350 | P | 11/09/12 | 55730 | 530420 | FOOD/RESALE | 119.24 |
| INVOICE: 770123233 | | | | | | | | | | |
| 36851 | 10/30/12 | | | 205350 | P | 11/09/12 | 55730 | 530410 | DRY GOODS | 3.78 |
| INVOICE: 770123465 | | | | | | | | | | |
| 36851 | 10/30/12 | | | 205350 | P | 11/09/12 | 55730 | 530105 | OPERATING SUPPLIES | 8.49 |
| INVOICE: 770123465 | | | | | | | | | | |
| 36851 | 10/30/12 | | | 205350 | P | 11/09/12 | 55730 | 530420 | FOOD/RESALE | 8.99 |
| INVOICE: 770123465 | | | | | | | | | | |
| 36851 | 10/30/12 | | | 205350 | P | 11/09/12 | 55730 | 530405 | BEVERAGES/RESALE | 17.80 |
| INVOICE: 770123465 | | | | | | | | | | |
| VENDOR TOTALS | | 1,981.95 YTD INVOICED | | | | | | 1,981.95 YTD PAID | | 463.82 |
| 1092 GLEN ELLYN HOMES | | | | | | | | | | |
| 36903 | 11/05/12 | | | 205351 | P | 11/09/12 | 100 | 240100 | ESCROWS - DEVELOPER DEPOS | 7,688.63 |
| INVOICE: 20120612 | | | | | | | | | | |
| VENDOR TOTALS | | 7,688.63 YTD INVOICED | | | | | | 7,688.63 YTD PAID | | 7,688.63 |
| 356 GLEN ELLYN VOLUNTEER FIRE CO. | | | | | | | | | | |
| 36847 | 10/31/12 | | | 205352 | P | 11/09/12 | 100 | 250350 | DONATIONS DUE TO FIRE COM | 7,244.29 |
| INVOICE: OCT-2012 | | | | | | | | | | |
| VENDOR TOTALS | | 112,890.26 YTD INVOICED | | | | | | 112,890.26 YTD PAID | | 7,244.29 |
| 368 GRACE LUTHERAN CHURCH | | | | | | | | | | |

WARRANT: 1112-2 TO FISCAL 2013/07 05/01/2012 TO 04/30/2013

| VENDOR NAME / DOCUMENT | INV DATE | VOUCHER | PO | CHECK NO | T | CHK DATE | GL ACCOUNT | | GL ACCOUNT DESCRIPTION | |
|---|---|---|---|---|---|---|---|---|---|---|
| GRACE-10 | 09/30/12 | | | 205353 | P | 11/09/12 | 121500 | 521055 | PROFESSIONAL SERVICES - O | 175.00 |
| INVOICE: GRACE-13 | | | | | | | | | | |
| GRACE-10 | 09/30/12 | | | 205353 | P | 11/09/12 | 121500 | 521195 | TELECOMMUNICATIONS | 125.00 |
| INVOICE: GRACE-13 | | | | | | | | | | |
| GRACE-11 | 10/31/12 | | | 205353 | P | 11/09/12 | 121500 | 521055 | PROFESSIONAL SERVICES - O | 175.00 |
| INVOICE: GRACE-14 | | | | | | | | | | |
| GRACE-11 | 10/31/12 | | | 205353 | P | 11/09/12 | 121500 | 521195 | TELECOMMUNICATIONS | 125.00 |
| INVOICE: GRACE-14 | | | | | | | | | | |
| VENDOR TOTALS | | 1,800.00 YTD INVOICED | | | | | | 2,100.00 YTD PAID | | 600.00 |
| 929 W.W. GRAINGER INC | | | | | | | | | | |
| 36846 | 10/31/12 | | | 205354 | P | 11/09/12 | 122000 | 570110 | COMPUTER EQUIPMENT/PROJEC | 82.50 |
| INVOICE: 9964739768 | | | | | | | | | | |
| VENDOR TOTALS | | 4,677.17 YTD INVOICED | | | | | | 4,885.01 YTD PAID | | 82.50 |
| 6405 HIGHLAND BAKING CO | | | | | | | | | | |
| 36852 | 10/27/12 | | | 205355 | P | 11/09/12 | 55730 | 530420 | FOOD/RESALE | 37.85 |
| INVOICE: 407522 | | | | | | | | | | |
| 36853 | 10/25/12 | | | 205355 | P | 11/09/12 | 55730 | 530420 | FOOD/RESALE | 30.74 |
| INVOICE: 406434 | | | | | | | | | | |
| 36854 | 10/22/12 | | | 205355 | P | 11/09/12 | 55730 | 530420 | FOOD/RESALE | 38.31 |
| INVOICE: 404916 | | | | | | | | | | |
| VENDOR TOTALS | | 8,029.76 YTD INVOICED | | | | | | 8,146.61 YTD PAID | | 106.90 |
| 6949 HUCK BOUMA PC, ATTYS AT LAW | | | | | | | | | | |
| 36905 | 10/15/12 | | | 205356 | P | 11/09/12 | 40000 | 580100 00505 | RIFORD RD RECONSTRUCTION | 1,485.00 |
| INVOICE: 110812 | | | | | | | | | | |
| VENDOR TOTALS | | 1,485.00 YTD INVOICED | | | | | | 1,485.00 YTD PAID | | 1,485.00 |
| 400 ROBERT C. WOHLFARTH | | | | | | | | | | |
| 36904 | 11/03/12 | | | 205357 | P | 11/09/12 | 50200 | 521055 | PROFESSIONAL SERVICES - O | 78.00 |
| INVOICE: 2315 | | | | | | | | | | |
| VENDOR TOTALS | | 2,485.60 YTD INVOICED | | | | | | 2,922.40 YTD PAID | | 78.00 |
| 1860 ILLINOIS DEPT. OF EMPLOYMENT SECURT | | | | | | | | | | |
| 36855 | 10/27/12 | | | 205358 | P | 11/09/12 | 122000 | 520630 | STATE UNEMPLOYMENT CLAIMS | 7,797.00 |
| INVOICE: 800937-0912 | | | | | | | | | | |
| 36855 | 10/27/12 | | | 205358 | P | 11/09/12 | 122000 | 520630 | STATE UNEMPLOYMENT CLAIMS | -2,821.00 |
| INVOICE: 800937-0912 | | | | | | | | | | |
| VENDOR TOTALS | | 17,102.00 YTD INVOICED | | | | | | 47,981.00 YTD PAID | | 4,976.00 |
| 414 ILLINOIS DEPT. OF REVENUE | | | | | | | | | | |
| ST-1-86 | 10/31/12 | | | 10499 | W | 11/19/12 | 55700 | 520955 | SALES TAXES - LINKS | 3,953.00 |
| INVOICE: ST-1-87 | | | | | | | | | | |

WARRANT: 1112-2 TO FISCAL 2013/07 05/01/2012 TO 04/30/2013

| VENDOR NAME / DOCUMENT | INV DATE | VOUCHER | PO | CHECK NO | T | CHK DATE | GL ACCOUNT | GL ACCOUNT DESCRIPTION | |
|---|---|---|---|---|---|---|---|---|---|
| VENDOR TOTALS | | 51,565.68 YTD INVOICED | | | | | 55,903.68 YTD PAID | | 3,953.00 |
| 422 ILLINOIS SECRETARY OF STATE | | | | | | | | | |
| 36911 | 11/05/12 | | | 205359 | P | 11/09/12 65000 | 530305 | LICENSE PLATES | 211.00 |
| INVOICE: 110812 | | | | | | | | | |
| VENDOR TOTALS | | 962.00 YTD INVOICED | | | | | 962.00 YTD PAID | | 211.00 |
| 7529 INTEGRITY ENVIRONMENTAL SERVICES, INC | | | | | | | | | |
| 36906 | 10/26/12 | | | 205360 | P | 11/09/12 65000 | 580110 | EQUIPMENT/CAPITAL OUTLAY | 1,200.00 |
| INVOICE: 12-10010 | | | | | | | | | |
| 36907 | 10/31/12 | | | 205360 | P | 11/09/12 65000 | 580110 | EQUIPMENT/CAPITAL OUTLAY | 750.00 |
| INVOICE: 12-10020 | | | | | | | | | |
| 36908 | 11/02/12 | | | 205360 | P | 11/09/12 65000 | 580110 | EQUIPMENT/CAPITAL OUTLAY | 1,125.00 |
| INVOICE: 12-10014 | | | | | | | | | |
| VENDOR TOTALS | | 22,500.00 YTD INVOICED | | | | | 22,500.00 YTD PAID | | 3,075.00 |
| 444 INTERSTATE BATTERY SYS OF SW CHICAGO | | | | | | | | | |
| 36909 | 10/08/12 | | | 205361 | P | 11/09/12 65000 | 530310 | PARTS PURCHASED | 143.95 |
| INVOICE: 33022269 | | | | | | | | | |
| 36910 | 11/05/12 | | | 205361 | P | 11/09/12 65000 | 530310 | PARTS PURCHASED | -56.00 |
| INVOICE: 33022708 | | | | | | | | | |
| VENDOR TOTALS | | 1,926.75 YTD INVOICED | | | | | 1,926.75 YTD PAID | | 87.95 |
| 1127 JAMES J BENES AND ASSOCIATES, INC. | | | | | | | | | |
| 36856 | 10/31/12 | | | 205362 | P | 11/09/12 100 | 240100 | ESCROWS - DEVELOPER DEPOS | 2,422.39 |
| INVOICE: 1402.000-3 | | | | | | | | | |
| 36857 | 10/31/12 | | | 205362 | P | 11/09/12 100 | 240100 | ESCROWS - DEVELOPER DEPOS | 289.86 |
| INVOICE: 1115.029-3 | | | | | | | | | |
| 36858 | 10/31/12 | | | 205362 | P | 11/09/12 100 | 240100 | ESCROWS - DEVELOPER DEPOS | 1,260.57 |
| INVOICE: 1115.030-2 | | | | | | | | | |
| VENDOR TOTALS | | 25,324.63 YTD INVOICED | | | | | 25,324.63 YTD PAID | | 3,972.82 |
| 7985 GREG/AMY KADLEC | | | | | | | | | |
| 36912 | 11/06/12 | | | 205363 | P | 11/09/12 500 | 240200 | UTILITY SERVICE DEPOSITS | 150.00 |
| INVOICE: MR110812 | | | | | | | | | |
| VENDOR TOTALS | | 150.00 YTD INVOICED | | | | | 150.00 YTD PAID | | 150.00 |
| 2032 KIWANIS CLUB OF GLEN ELLYN | | | | | | | | | |
| 36913 | 10/31/12 | | | 205364 | P | 11/09/12 134000 | 520600 | DUES-SUBSCRIPTIONS-REG FE | 125.00 |
| INVOICE: 100812 | | | | | | | | | |
| VENDOR TOTALS | | 125.00 YTD INVOICED | | | | | 125.00 YTD PAID | | 125.00 |
| 6828 KPRG AND ASSOCIATES, INC | | | | | | | | | |
| 36859 | 10/11/12 | | | 205365 | P | 11/09/12 50100 | 520985 | MAINTENANCE-R.O.W. | 609.75 |

WARRANT: 1112-2

TO FISCAL 2013/07 05/01/2012 TO 04/30/2013

| VENDOR NAME / DOCUMENT | INV DATE | VOUCHER | PO | CHECK NO | T | CHK DATE | GL ACCOUNT | | GL ACCOUNT DESCRIPTION | |
|---|---|---|---|---|---|---|---|---|---|---|
| INVOICE: 8419 | | | | | | | | | | |
| 36859 | 10/11/12 | | | 205365 | P | 11/09/12 | 50200 | 520985 | MAINTENANCE-R.O.W. | 609.75 |
| INVOICE: 8419 | | | | | | | | | | |
| VENDOR TOTALS | | 2,996.00 YTD INVOICED | | | | | | 2,996.00 YTD PAID | | 1,219.50 |
| 526 KRAMER TREE SPECIALISTS INC | | | | | | | | | | |
| 36914 | 11/02/12 | | | 205366 | P | 11/09/12 | 143200 | 521095 | TREE REMOVAL | 1,681.00 |
| INVOICE: 24199 | | | | | | | | | | |
| 36914 | 11/02/12 | | | 205366 | P | 11/09/12 | 143200 | 521100 | TREE REPLACEMENT | 2,585.00 |
| INVOICE: 24199 | | | | | | | | | | |
| VENDOR TOTALS | | 4,266.00 YTD INVOICED | | | | | | 4,266.00 YTD PAID | | 4,266.00 |
| 7983 DEBORAH LANE | | | | | | | | | | |
| 36865 | 11/06/12 | | | 205367 | P | 11/09/12 | 500 | 120210 | ACOUNTS RECV - UTILITY BI | 25.68 |
| INVOICE: 36865 | | | | | | | | | | |
| 36865 | 11/06/12 | | | 205367 | P | 11/09/12 | 500 | 120210 | ACOUNTS RECV - UTILITY BI | 25.68 |
| INVOICE: 36865 | | | | | | | | | | |
| VENDOR TOTALS | | 51.36 YTD INVOICED | | | | | | 51.36 YTD PAID | | 51.36 |
| 644 NETTOYER, INC. | | | | | | | | | | |
| 36915 | 10/31/12 | | | 205368 | P | 11/09/12 | 65000 | 521180 | REPAIRS-CONTRACTUAL/LABOR | 489.65 |
| INVOICE: 6840 | | | | | | | | | | |
| VENDOR TOTALS | | 2,619.16 YTD INVOICED | | | | | | 3,009.51 YTD PAID | | 489.65 |
| 7982 S & C MATCO TOOLS, INC | | | | | | | | | | |
| 36860 | 10/24/12 | | | 205369 | P | 11/09/12 | 65000 | 530105 | OPERATING SUPPLIES | 192.95 |
| INVOICE: 2275 | | | | | | | | | | |
| VENDOR TOTALS | | 192.95 YTD INVOICED | | | | | | 192.95 YTD PAID | | 192.95 |
| 6009 MERCHANT WAREHOUSE | | | | | | | | | | |
| 967243 | 10/31/12 | | | 10498 | W | 11/09/12 | 50100 | 520835 | BANKING SERVICES | 1,462.45 |
| INVOICE: MERCH-43 | | | | | | | | | | |
| 967243 | 10/31/12 | | | 10498 | W | 11/09/12 | 50200 | 520835 | BANKING SERVICES | 1,462.44 |
| INVOICE: MERCH-43 | | | | | | | | | | |
| VENDOR TOTALS | | 14,083.83 YTD INVOICED | | | | | | 16,805.34 YTD PAID | | 2,924.89 |
| 5841 GENUINE PARTS CO-NAPA | | | | | | | | | | |
| 36918 | 10/30/12 | | | 205370 | P | 11/09/12 | 65000 | 530225 | SAFETY SUPPLIES | 59.98 |
| INVOICE: 198692 | | | | | | | | | | |
| VENDOR TOTALS | | 964.88 YTD INVOICED | | | | | | 1,069.38 YTD PAID | | 59.98 |
| 633 THE NATIONAL ASSN OF FLEET ADMINISTRATORS, INC | | | | | | | | | | |
| 36917 | 10/25/12 | | | 205371 | P | 11/09/12 | 65000 | 520600 | DUES-SUBSCRIPTIONS-REG FE | 475.00 |
| INVOICE: 97052 | | | | | | | | | | |

WARRANT: 1112-2

TO FISCAL 2013/07 05/01/2012 TO 04/30/2013

| VENDOR NAME / DOCUMENT | INV DATE | VOUCHER | PO | CHECK NO | T | CHK DATE | GL ACCOUNT | GL ACCOUNT DESCRIPTION | |
|---|---|---|---|---|---|---|---|---|---|
| VENDOR TOTALS | | | 475.00 YTD INVOICED | | | | 475.00 YTD PAID | | 475.00 |
| 5335 NATIONAL PROCESSING COMPANY | | | | | | | | | |
| NPCREC-53 | 10/31/12 | | | 10497 | W | 11/09/12 | 55720 | 520810 CREDIT CARD FEES | 2,958.36 |
| INVOICE: | NPCREC-57 | | | | | | | | |
| NPCREC-53 | 10/31/12 | | | 10497 | W | 11/09/12 | 55730 | 520810 CREDIT CARD FEES | 205.44 |
| INVOICE: | NPCREC-57 | | | | | | | | |
| NPCREC-53 | 10/31/12 | | | 10497 | W | 11/09/12 | 55750 | 520810 CREDIT CARD FEES | 287.62 |
| INVOICE: | NPCREC-57 | | | | | | | | |
| VENDOR TOTALS | | | 40,131.67 YTD INVOICED | | | | 43,994.96 YTD PAID | | 3,451.42 |
| 651 NORTHERN ILLINOIS GAS COMPANY | | | | | | | | | |
| 36919 | 10/24/12 | | | 205372 | P | 11/09/12 | 50100 | 521200 UTILITIES | 237.38 |
| INVOICE: | 36919 | | | | | | | | |
| 36920 | 10/29/12 | | | 205372 | P | 11/09/12 | 50100 | 521200 UTILITIES | 131.85 |
| INVOICE: | 36920 | | | | | | | | |
| 36921 | 10/29/12 | | | 205372 | P | 11/09/12 | 21000 | 521190 STREET LIGHTING/ENERGY CO | 62.60 |
| INVOICE: | 36921 | | | | | | | | |
| VENDOR TOTALS | | | 8,329.87 YTD INVOICED | | | | 10,460.23 YTD PAID | | 431.83 |
| 6649 NORBERT J POINTNER | | | | | | | | | |
| 36916 | 11/01/12 | | | 205373 | P | 11/09/12 | 100 | 240100 ESCROWS - DEVELOPER DEPOS | 350.00 |
| INVOICE: | 2018.9 | | | | | | | | |
| VENDOR TOTALS | | | 3,062.50 YTD INVOICED | | | | 3,062.50 YTD PAID | | 350.00 |
| 738 RAY O'HERRON CO. INC. | | | | | | | | | |
| 36928 | 10/19/12 | | | 205374 | P | 11/09/12 | 134000 | 530445 UNIFORMS | 32.95 |
| INVOICE: | 61168-IN | | | | | | | | |
| 36929 | 10/19/12 | | | 205374 | P | 11/09/12 | 134000 | 530445 UNIFORMS | 34.95 |
| INVOICE: | 61169-IN | | | | | | | | |
| 36930 | 10/19/12 | | | 205374 | P | 11/09/12 | 134000 | 530445 UNIFORMS | 32.95 |
| INVOICE: | 61167-IN | | | | | | | | |
| 36931 | 10/16/12 | | | 205374 | P | 11/09/12 | 134000 | 530445 UNIFORMS | 59.90 |
| INVOICE: | 60981-IN | | | | | | | | |
| 36932 | 10/10/12 | | | 205374 | P | 11/09/12 | 134000 | 530445 UNIFORMS | 109.90 |
| INVOICE: | 60669-IN | | | | | | | | |
| VENDOR TOTALS | | | 16,716.67 YTD INVOICED | | | | 19,246.42 YTD PAID | | 270.65 |
| 1458 OFFICE DEPOT, INC | | | | | | | | | |
| 36922 | 10/25/12 | | | 205375 | P | 11/09/12 | 134000 | 530100 OFFICE SUPPLIES | 115.43 |
| INVOICE: | 630242759001 | | | | | | | | |
| 36923 | 10/25/12 | | | 205375 | P | 11/09/12 | 134000 | 530100 OFFICE SUPPLIES | 17.99 |
| INVOICE: | 630242792001 | | | | | | | | |
| VENDOR TOTALS | | | 3,500.87 YTD INVOICED | | | | 3,956.71 YTD PAID | | 133.42 |

WARRANT: 1112-2 TO FISCAL 2013/07 05/01/2012 TO 04/30/2013

| VENDOR NAME / DOCUMENT | INV DATE | VOUCHER | PO | CHECK NO | T | CHK DATE | GL ACCOUNT | | GL ACCOUNT DESCRIPTION | |
|---|---|---|---|---|---|---|---|---|---|---|
| 2670 PACE SUBURBAN BUS | | | | | | | | | | |
| 36927 | 10/30/12 | | | 205376 | P | 11/09/12 | 121500 520500 | | SENIOR TRANSPORTATION | 1,947.44 |
| INVOICE: 2323145 | | | | | | | | | | |
| VENDOR TOTALS | | 8,193.91 YTD INVOICED | | | | | 11,760.00 YTD PAID | | | 1,947.44 |
| 676 PACKEY WEBB FORD, INC. | | | | | | | | | | |
| 36924 | 10/30/12 | | | 205377 | P | 11/09/12 | 65000 530310 | | PARTS PURCHASED | 644.98 |
| INVOICE: 117696 | | | | | | | | | | |
| 36925 | 10/31/12 | | | 205377 | P | 11/09/12 | 65000 530310 | | PARTS PURCHASED | -100.00 |
| INVOICE: 117718 | | | | | | | | | | |
| 36926 | 11/02/12 | | | 205377 | P | 11/09/12 | 65000 530310 | | PARTS PURCHASED | 22.69 |
| INVOICE: 117748 | | | | | | | | | | |
| VENDOR TOTALS | | 7,313.08 YTD INVOICED | | | | | 7,344.58 YTD PAID | | | 567.67 |
| 684 PAVIA-MARTING & CO. | | | | | | | | | | |
| 36864 | 10/09/12 | | 20100039 | 205378 | P | 11/09/12 | 40000 580155 | 11001 | SIDEWALK IMPROVEMENTS | 240.75 |
| INVOICE: 12062 | | | | | | | | | | |
| 36866 | 10/09/12 | | 20120022 | 205378 | P | 11/09/12 | 40000 580100 | 12002 | CAPITAL IMPROVEMENTS | 431.32 |
| INVOICE: 12063 | | | | | | | | | | |
| 36867 | 10/09/12 | | 20130032 | 205378 | P | 11/09/12 | 40000 580160 | 13005 | STREET IMPROVEMENTS | 399.14 |
| INVOICE: 12064 | | | | | | | | | | |
| VENDOR TOTALS | | 11,330.13 YTD INVOICED | | | | | 11,823.01 YTD PAID | | | 1,071.21 |
| 7749 PAYMENT SERVICE NETWORK, INC | | | | | | | | | | |
| 36879 | 11/05/12 | | | 10494 | W | 11/05/12 | 54000 520835 | | BANKING SERVICES | 266.23 |
| INVOICE: PCN-6 | | | | | | | | | | |
| 36879 | 11/05/12 | | | 10494 | W | 11/05/12 | 50100 520835 | | BANKING SERVICES | 133.11 |
| INVOICE: PCN-6 | | | | | | | | | | |
| 36879 | 11/05/12 | | | 10494 | W | 11/05/12 | 50200 520835 | | BANKING SERVICES | 133.11 |
| INVOICE: PCN-6 | | | | | | | | | | |
| VENDOR TOTALS | | 2,621.70 YTD INVOICED | | | | | 2,621.70 YTD PAID | | | 532.45 |
| 6552 PROVANTAGE CORPORATION | | | | | | | | | | |
| 36861 | 10/30/12 | | | 205379 | P | 11/09/12 | 134000 530100 | | OFFICE SUPPLIES | 139.61 |
| INVOICE: 6504966 | | | | | | | | | | |
| 36862 | 10/30/12 | | | 205379 | P | 11/09/12 | 134000 530100 | | OFFICE SUPPLIES | 236.00 |
| INVOICE: 6504964 | | | | | | | | | | |
| 36862 | 10/30/12 | | | 205379 | P | 11/09/12 | 122000 570110 | | COMPUTER EQUIPMENT/PROJEC | 106.08 |
| INVOICE: 6504964 | | | | | | | | | | |
| 36863 | 10/30/12 | | | 205379 | P | 11/09/12 | 134000 530100 | | OFFICE SUPPLIES | 242.31 |
| INVOICE: 6505469 | | | | | | | | | | |
| VENDOR TOTALS | | 10,986.58 YTD INVOICED | | | | | 10,986.58 YTD PAID | | | 724.00 |
| 6514 REPUBLIC SERVICES, INC. | | | | | | | | | | |
| 36871 | 10/15/12 | | | 205380 | P | 11/09/12 | 54000 521080 | | ALLIED WASTE SERVICES | 94,138.50 |
| INVOICE: 551-00 | | | | | | | | | | |

WARRANT: 1112-2

TO FISCAL 2013/07 05/01/2012 TO 04/30/2013

| VENDOR NAME / DOCUMENT | INV DATE | VOUCHER | PO | CHECK NO | T | CHK DATE | GL ACCOUNT | | GL ACCOUNT DESCRIPTION | |
|---|---|---|---|---|---|---|---|---|---|---|
| 36871 INVOICE: 551-00 | 10/15/12 | | | 205380 | P | 11/09/12 | 54000 | 521080 | ALLIED WASTE SERVICES | 525.00 |
| 36871 INVOICE: 551-00 | 10/15/12 | | | 205380 | P | 11/09/12 | 54000 | 521080 | ALLIED WASTE SERVICES | 1,140.00 |
| VENDOR TOTALS | | 618,966.62 YTD INVOICED | | | | | | 794,068.03 YTD PAID | | 95,803.50 |
| 750 REZEK,HENRY,MEISENHEIMER/GENDE INC | | | | | | | | | | |
| 36869 INVOICE: 3-5 | 10/31/12 | | 20120026 | 205381 | P | 11/09/12 | 40000 | 580100 | CONSTRUCTION PROJECTS | 2,722.24 |
| 36870 INVOICE: 1-8 | 10/31/12 | | 20130030 | 205381 | P | 11/09/12 | 40000 | 580160 | STREET IMPROVEMENTS | 2,931.79 |
| 36870 INVOICE: 1-8 | 10/31/12 | | 20130030 | 205381 | P | 11/09/12 | 50100 | 580100 | CAPITAL IMPROVEMENTS | 500.00 |
| 36870 INVOICE: 1-8 | 10/31/12 | | 20130030 | 205381 | P | 11/09/12 | 50200 | 580100 | CAPITAL IMPROVEMENTS | 500.00 |
| VENDOR TOTALS | | 29,682.81 YTD INVOICED | | | | | | 42,074.87 YTD PAID | | 6,654.03 |
| 756 RJN GROUP, INC. | | | | | | | | | | |
| 36868 INVOICE: 5 | 10/17/12 | | 20130016 | 205382 | P | 11/09/12 | 50200 | 580100 | CAPITAL IMPROVEMENTS | 8,612.50 |
| VENDOR TOTALS | | 71,501.99 YTD INVOICED | | | | | | 71,501.99 YTD PAID | | 8,612.50 |
| 764 ROTARY CLUB OF GLEN ELLYN | | | | | | | | | | |
| 36933 INVOICE: 5464 | 10/23/12 | | | 205383 | P | 11/09/12 | 121200 | 521230 | PUBLIC RELATIONS | 100.00 |
| 36933 INVOICE: 5464 | 10/23/12 | | | 205383 | P | 11/09/12 | 121200 | 520600 | DUES-SUBSCRIPTIONS-REG FE | 47.00 |
| 36934 INVOICE: 5474 | 10/23/12 | | | 205384 | P | 11/09/12 | 134000 | 520600 | DUES-SUBSCRIPTIONS-REG FE | 147.00 |
| VENDOR TOTALS | | 1,132.00 YTD INVOICED | | | | | | 1,132.00 YTD PAID | | 294.00 |
| 7986 JEREMY SAMATAS | | | | | | | | | | |
| 36936 INVOICE: 20120677 | 11/07/12 | | | 205385 | P | 11/09/12 | 100 | 240100 | ESCROWS - DEVELOPER DEPOS | 2,000.00 |
| VENDOR TOTALS | | 2,000.00 YTD INVOICED | | | | | | 2,000.00 YTD PAID | | 2,000.00 |
| 2853 JOSEPH & JULIE SPENCER | | | | | | | | | | |
| 36876 INVOICE: 110612 | 10/31/12 | | | 205386 | P | 11/09/12 | 40000 | 580160 12001 | STREET IMPROVEMENTS | 742.50 |
| VENDOR TOTALS | | 742.50 YTD INVOICED | | | | | | 742.50 YTD PAID | | 742.50 |
| 7787 STENSTROM PETROLEUM SERVICES GROUP | | | | | | | | | | |
| 36937 INVOICE: 1 | 10/31/12 | | 20130019 | 205387 | P | 11/09/12 | 65000 | 580110 | EQUIPMENT/CAPITAL OUTLAY | 299,003.40 |

WARRANT: 1112-2

TO FISCAL 2013/07 05/01/2012 TO 04/30/2013

| VENDOR NAME / DOCUMENT | INV DATE | VOUCHER | PO | CHECK NO | T | CHK DATE | GL ACCOUNT | | GL ACCOUNT DESCRIPTION | |
|---|---|---|---|---|---|---|---|---|---|---|
| VENDOR TOTALS | | 299,003.40 YTD INVOICED | | | | | 299,003.40 YTD PAID | | | 299,003.40 |
| 827 SUBURBAN DRIVE LINE, INC. | | | | | | | | | | |
| 36935 | 11/01/12 | | | 205388 | P | 11/09/12 | 65000 | 530310 | PARTS PURCHASED | 180.00 |
| INVOICE: | 132423 | | | | | | | | | |
| VENDOR TOTALS | | 238.00 YTD INVOICED | | | | | 238.00 YTD PAID | | | 180.00 |
| 551 GATEHOUSE MEDIA SUBURBAN NEWSPAPERS | | | | | | | | | | |
| 36872 | 10/25/12 | | | 205389 | P | 11/09/12 | 122000 | 520650 | PUBLIC NOTICES | 2,022.00 |
| INVOICE: | 591823 | | | | | | | | | |
| VENDOR TOTALS | | 2,061.53 YTD INVOICED | | | | | 2,061.53 YTD PAID | | | 2,022.00 |
| 5758 SWAHM | | | | | | | | | | |
| 724743 | 11/06/12 | | | 10493 | W | 11/07/12 | 60000 | 520895 | INSURANCE-HOSPITAL,GROUP | 184,491.21 |
| INVOICE: | SWAHM-47 | | | | | | | | | |
| VENDOR TOTALS | | 1,116,513.42 YTD INVOICED | | | | | 1,300,036.68 YTD PAID | | | 184,491.21 |
| 844 SYSCO FOOD SERV - CHICAGO, INC | | | | | | | | | | |
| 36873 | 10/31/12 | | | 205390 | P | 11/09/12 | 55710 | 530105 | OPERATING SUPPLIES | 216.71 |
| INVOICE: | 210311499 | | | | | | | | | |
| 36873 | 10/31/12 | | | 205390 | P | 11/09/12 | 55720 | 530105 | OPERATING SUPPLIES | 210.89 |
| INVOICE: | 210311499 | | | | | | | | | |
| 36873 | 10/31/12 | | | 205390 | P | 11/09/12 | 55730 | 530410 | DRY GOODS | 3.77 |
| INVOICE: | 210311499 | | | | | | | | | |
| 36873 | 10/31/12 | | | 205390 | P | 11/09/12 | 55730 | 530420 | FOOD/RESALE | 24.72 |
| INVOICE: | 210311499 | | | | | | | | | |
| VENDOR TOTALS | | 66,065.95 YTD INVOICED | | | | | 67,410.16 YTD PAID | | | 456.09 |
| 3705 TECHNOLOGY SERVICES COMPANY | | | | | | | | | | |
| 36948 | 11/01/12 | | | 205391 | P | 11/09/12 | 65000 | 521195 | TELECOMMUNICATIONS | 502.00 |
| INVOICE: | 5398 | | | | | | | | | |
| VENDOR TOTALS | | 3,012.00 YTD INVOICED | | | | | 3,012.00 YTD PAID | | | 502.00 |
| 892 UNITED COFFEE SERVICE, INC. | | | | | | | | | | |
| 36940 | 10/31/12 | | | 205392 | P | 11/09/12 | 134000 | 530105 | OPERATING SUPPLIES | 223.40 |
| INVOICE: | 515508 | | | | | | | | | |
| VENDOR TOTALS | | 2,755.15 YTD INVOICED | | | | | 2,755.15 YTD PAID | | | 223.40 |
| 898 UNITED STATES POSTMASTER | | | | | | | | | | |
| 36952 | 11/09/12 | | | 205400 | P | 11/09/12 | 121200 | 520900 | POSTAGE & SHIPPING | 2,449.21 |
| INVOICE: | 110912 | | | | | | | | | |
| VENDOR TOTALS | | 10,992.41 YTD INVOICED | | | | | 10,992.41 YTD PAID | | | 2,449.21 |

WARRANT: 1112-2

TO FISCAL 2013/07 05/01/2012 TO 04/30/2013

| VENDOR NAME / DOCUMENT | INV DATE | VOUCHER | PO | CHECK NO | T | CHK DATE | GL ACCOUNT | | GL ACCOUNT DESCRIPTION | |
|---|---|---|---|---|---|---|---|---|---|---|
| 886 U.S. VENTURE, INC | | | | | | | | | | |
| 36939 | 10/29/12 | | | 205393 | P | 11/09/12 | 65000 | 530315 | TIRES | 472.44 |
| INVOICE: 7659600 | | | | | | | | | | |
| VENDOR TOTALS | | 1,324.84 YTD INVOICED | | | | | | 1,324.84 YTD PAID | | 472.44 |
| 908 APPLIED INDUSTRIAL TECHNOLOGIES | | | | | | | | | | |
| 36942 | 10/29/12 | | | 205394 | P | 11/09/12 | 65000 | 530105 | OPERATING SUPPLIES | 177.92 |
| INVOICE: 95952003 | | | | | | | | | | |
| VENDOR TOTALS | | 1,047.42 YTD INVOICED | | | | | | 1,377.77 YTD PAID | | 177.92 |
| 911 AURORA LAUNDRY COMPANY, INC | | | | | | | | | | |
| 36875 | 10/24/12 | | | 205395 | P | 11/09/12 | 55730 | 530445 | UNIFORMS | 15.84 |
| INVOICE: 57493 | | | | | | | | | | |
| 36875 | 10/24/12 | | | 205395 | P | 11/09/12 | 55720 | 530105 | OPERATING SUPPLIES | 2.10 |
| INVOICE: 57493 | | | | | | | | | | |
| 36875 | 10/24/12 | | | 205395 | P | 11/09/12 | 55730 | 530105 | OPERATING SUPPLIES | 37.68 |
| INVOICE: 57493 | | | | | | | | | | |
| VENDOR TOTALS | | 1,370.73 YTD INVOICED | | | | | | 1,426.35 YTD PAID | | 55.62 |
| 915 VERIZON WIRELESS SERVICES LLC | | | | | | | | | | |
| 36943 | 10/15/12 | | | 205396 | P | 11/09/12 | 143100 | 521195 | TELECOMMUNICATIONS | 112.03 |
| INVOICE: 2815245717 | | | | | | | | | | |
| 36943 | 10/15/12 | | | 205396 | P | 11/09/12 | 143200 | 521195 | TELECOMMUNICATIONS | 131.14 |
| INVOICE: 2815245717 | | | | | | | | | | |
| 36943 | 10/15/12 | | | 205396 | P | 11/09/12 | 50100 | 521195 | TELECOMMUNICATIONS | 175.45 |
| INVOICE: 2815245717 | | | | | | | | | | |
| 36943 | 10/15/12 | | | 205396 | P | 11/09/12 | 50200 | 521195 | TELECOMMUNICATIONS | 175.44 |
| INVOICE: 2815245717 | | | | | | | | | | |
| 36943 | 10/15/12 | | | 205396 | P | 11/09/12 | 65000 | 521195 | TELECOMMUNICATIONS | 76.55 |
| INVOICE: 2815245717 | | | | | | | | | | |
| VENDOR TOTALS | | 15,737.59 YTD INVOICED | | | | | | 16,307.78 YTD PAID | | 670.61 |
| 957 WHOLESALE DIRECT INC | | | | | | | | | | |
| 36944 | 10/26/12 | | | 205397 | P | 11/09/12 | 65000 | 530310 | PARTS PURCHASED | 311.63 |
| INVOICE: 196181 | | | | | | | | | | |
| VENDOR TOTALS | | 2,039.62 YTD INVOICED | | | | | | 2,449.62 YTD PAID | | 311.63 |
| 6332 WINDY CITY LIGHTS INC | | | | | | | | | | |
| 36945 | 11/02/12 | | | 205398 | P | 11/09/12 | 126500 | 520310 | HOLIDAY DECORATIONS | 1,188.05 |
| INVOICE: 1234 | | | | | | | | | | |
| VENDOR TOTALS | | 1,188.05 YTD INVOICED | | | | | | 1,188.05 YTD PAID | | 1,188.05 |
| 970 XEROX CORPORATION | | | | | | | | | | |
| 36946 | 11/01/12 | | | 205399 | P | 11/09/12 | 121200 | 520975 | MAINTENANCE-EQUIPMENT | 1,244.48 |
| INVOICE: 64670813 | | | | | | | | | | |

WARRANT: 1112-2

TO FISCAL 2013/07 05/01/2012 TO 04/30/2013

| VENDOR NAME / DOCUMENT | INV DATE | VOUCHER | PO | CHECK NO | T | CHK DATE | GL ACCOUNT | GL ACCOUNT DESCRIPTION | |
|---|---|---|---|---|---|---|---|---|---|
| VENDOR TOTALS | | | 6,571.90 YTD INVOICED | | | | 7,337.85 YTD PAID | | 1,244.48 |
| | | | | | | | | REPORT TOTALS | 1,067,014.10 |

| | COUNT | AMOUNT |
|---|---|---|
| TOTAL PRINTED CHECKS | 83 | 630,287.37 |
| TOTAL WIRE TRANSFERS | 8 | 436,726.73 |

** END OF REPORT - Generated by Mary Romanelli **

A-6C

**Civic Center**
535 Duane Street
Glen Ellyn, IL 60137

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

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

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

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

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

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

www.glenellyn.org
www.villagelinksgolf.com

November 27, 2012

Carol White
Alliance of Downtown Glen Ellyn
P.O. Box 511
Glen Ellyn, IL 60138

RE: "You're Giving, We're Grateful" Holiday Events

Dear Ms. White:

This letter is to confirm action taken at the Village Board Meeting on Monday, November 26, 2012 regarding the "You're Giving, We're Grateful" and 2012 Holiday events scheduled to occur on Thursdays, between November 29, 2012 and December 20, 2012, and on Saturday, December 15, 2012 in the Central Business District as described in the Alliance's request letter dated November 4, 2012. Approval of the event is outlined below. Please contact the appropriate Village Department should you have any questions on the Village's approval.

1. Approval for the "You're Giving, We're Grateful" event to occur on Thursdays, starting November 29, 2012 until Thursday, December 20, 2012 between the hours of 6:00 p.m. and 9:00 p.m. at various locations in the Central Business District. Approval for the Alliance's Holiday event to occur on Saturday, December 15, 2012 from 10:30 a.m. until 3:30 p.m.

2. Sections 10-4-17.1(B)32 and 10-4-17.2(B)25 of the Village Code concerning outdoor merchandise, storage, promotional activities or tents in the C5A Central Retail Core Sub-District and C5B Central Service Sub-District have been waived for the duration of the events listed above.

3. Section 8-1-11 of the Village Code concerning street obstructions on areas of public right of way has been waived for the "You're Giving, We're Grateful" event to allow for the placement of battery operated tea light luminaries next to buildings. A minimum five-foot wide pathway of sidewalk area must remain free and clear for accessibility purposes.

4. The only entities allowed to participate in the "You're Giving, We're Grateful" event are those businesses or organizations that are licensed, registered, or otherwise legitimately conduct their business or activity from within the boundaries of the Village of Glen Ellyn. Businesses or organizations that do not satisfy these requirements will not be permitted to participate as vendors in this event and will not be exempted from the aforementioned Code waivers and shall be deemed to be engaging in peddling without the proper license.

5. Horse and carriage rides will be allowed on Saturday, December 15, 2012 from 10:30 a.m. until 3:30 p.m. The Alliance of Downtown Glen Ellyn is responsible for cleaning up after the horses and storing any equipment related to the operation during these times. Please confirm the proposed routes with the Glen Ellyn Police Department and Public Works Department.

6. Evidence of insurance for the Alliance in the amount of $2 million listing the Village as additionally insured must be presented to Danamarie Izzo, Assistant to the Village Manager - HR, no later than Wednesday, November 28, 2012.

Copies of your letter, together with this reply, are being furnished to appropriate team members so that necessary arrangements can be made to carry out the requests of your organization.

As a friendly reminder, please note that future event requests will be required to be submitted at least **30 days** in advance of the proposed event. If you have any questions, please contact the appropriate Village personnel.

We hope that the "You're Giving, We're Grateful" events are a great success and wish you all the best in the coming New Year.

Sincerely,

Mark Franz
Village Manager

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

November 4, 2012

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

Dear Mark,

On behalf of the Alliance of Downtown Glen Ellyn, I would like to request permission for the following holiday celebration events in Downtown Glen Ellyn.

The first event is new and called, "You're Giving, We're Grateful" and it is a Thursday night shopping promotion for the Thursdays between Thanksgiving and Christmas. Stores will be open one hour later and from 6-9pm stores will put out luminaire bags with battery operated tea light candles to illuminate the sidewalk. Bags will be place as close to the building as possible and will only be out 6-9pm. Windows storefronts for the month will be decorated with a white sticky lining along the bottom 10 inches of the window to look like a snowdrift. Carolers will also stroll the town between 6-9pm.

On Saturday, December 15th from 10:30-3:30pm we will offer free horse and carriage rides and Santa with his live reindeer will be at the firehouse for all to enjoy (1-3pm). Carolers and elves will stroll the sidewalks bringing holiday joy.

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

Thank you for your support.

Carol White

C: Kristen Schrader, Assistant to the Village Manager

A-6D

# MEMORANDUM

**TO:** Phil Norton, Chief of Police

**FROM:** Bill Holmer, Deputy Chief of Police

**DATE:** November 9, 2012

**RE:** **AMENDMENT TO VILLAGE CODE**

## Background

Earlier this year, changes were made to the pavement markings on Duane Street to accommodate angled parking on the south side of the street between Main Street and the driveway to the Civic Center. This necessitated the movement of the double yellow center lines to the north to establish traffic lanes that are the appropriate width.

## Issues

During snow season, the Public Works Department clears several of the streets in the Central Business District (CBD) through a process that involves plowing the snow into a "windrow" in the center of the street prior to removal. This is done because there is nowhere to put the snow in the CBD. The reconfiguration of the parking along Duane Street has created a situation in which Public Works will be unable to plow using the windrow technique. The street has become too narrow (with the angled parking) to allow for a windrow of snow and parking on both sides of the street. It is important to remember that this technique is only used during more significant snow accumulations.

## Recommendation

Police and Public Works staff members have discussed options to remove the snow along this section of Duane Street during these snowfalls while continuing to provide some parking. Our goal was to leave the most parking available while being able to efficiently remove the snow. It is recommended that during snow events with accumulation over 2" (when the windrow technique would normally be used), parking is prohibited on the north side of Duane Street between Main Street and Forest Avenue; and, parking is prohibited on the south side of Duane Street between Forest Avenue and the driveway to the Civic Center. This will provide space for Public Works to temporarily "store" the snow until it can be removed while continuing to provide some angled parking on the south side of Duane Street.

## Action Requested

Attached is an amendment to the Village Code to prohibit parking in the aforementioned areas to allow for snow removal. It is requested that this amendment is forwarded to the Village Board for consideration and approval.

cc: Dave Buckley, Assistant Public Works Director

ok PGM 9/20/12

VILLAGE OF GLEN ELLYN

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ORDINANCE NO. _____ -VC

**AN ORDINANCE TO AMEND SECTION 9-2-5**
**(CLASS E VIOLATIONS)**
**OF THE VILLAGE CODE OF THE**
**VILLAGE OF GLEN ELLYN, ILLINOIS**
**REGARDING PARKING DURING SNOW ACCUMULATION**

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ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE
VILLAGE OF GLEN ELLYN
DUPAGE COUNTY, ILLINOIS
THIS _____ DAY OF _____, 20___.

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

ORDINANCE NO. _____ - VC

AN ORDINANCE TO AMEND SECTION 9-2-5
(CLASS E VIOLATIONS)
OF THE VILLAGE CODE OF THE
VILLAGE OF GLEN ELLYN, ILLINOIS
REGARDING PARKING DURING SNOW ACCUMULATION

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, in the exercise of its home rule powers, as follows:

SECTION ONE: Section 9-2-5 (CLASS E VIOLATIONS) of the Glen Ellyn Village Code is hereby amended by replacing paragraph (C) with the following:

(C) Prohibition Removed: This parking prohibition shall be removed between the hours of six o'clock (6:00) AM and nine o'clock (9:00) PM of any day on those streets or sections of streets known and defined as the "central business district." However, this exception shall not apply to the following sections of street(s) for the purposes of snow removal:

| **Location** | **Description** |
|---|---|
| Duane Street, north side | Between the east line of Main Street and the west line of Forest Avenue |
| Duane Street, south side | Between the west line of Forest Avenue and the east line of the driveway to the Civic Center |

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

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

AYES:

NAYS:

ABSENT:

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

_____
Village President of the Village
of Glen Ellyn, Illinois

ATTEST:

_____
Village Clerk of the Village
of Glen Ellyn, Illinois

(Published in pamphlet form and posted on the _____ day of _____, 20___.)

A-7

# MEMORANDUM

**TO:** Mark Franz, Village Manager

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

**DATE:** November 20, 2012

**FOR:** November 26, 2012 Village Board Meeting

**RE:** Glen Ellyn Market, 285 Roosevelt Road

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**Background.** Vequity, LLC and The Opus Group are requesting approval of Special Use Permits, Zoning Variations, Sign Variations and the Exterior Appearance for an approximately 34,200 square foot shopping center proposed on the former Webb Dodge property at 285 Roosevelt Road. The development would be anchored by The Fresh Market grocery store. As part of the project, property would be dedicated to the Village to accommodate the construction of Taft Avenue between Lorraine Street and Lambert Road.

The property is located on the south side of Roosevelt Road between Lambert Road and Lorraine Street in the C3 Service Commercial zoning district. The project site extends over the Village limits and the proposed western parking lot is located in Wheaton. In order to accommodate the project, the petitioner is specifically requesting approval of the following:

A. The dedication and acceptance of right-of-way to accommodate the construction of Taft Avenue.

B. A Special Use Permit in accordance with Section 10-4-15(B)9 of the Zoning Code to allow a drive-in commercial facility (i.e. drive-thru) on the property.

C. A Special Use Permit in accordance with Section 10-4-15(B)14 of the Zoning Code to allow outdoor merchandise on the property.

D. A Special Use Permit in accordance with Section 10-4-15(B)14 of the Zoning Code to allow outdoor storage on the property.

E. The following Variations from the Glen Ellyn Zoning Code:

1. A Variation from Section 10-4-15(D)2 to allow a rear yard building setback of 4.2 feet in lieu of the minimum setback of 30 feet required.

2. Variations from Section 10-5-13(M) to allow foot-candle levels in excess of 3.0 along the western property line and in one location along the northern property line, to allow the proposed parking lot light poles to be located as close as 50 feet apart in lieu of the minimum spacing of 130 feet required, to allow the proposed light poles to be placed in locations where they may be susceptible to collision strikes and to allow up-lighting on the building.

3. Variations from Section 10-5-5(B)4(3) to allow a trellis with a length 30 feet, an area of 300 square feet and a height of 12 feet 2 inches in lieu of the maximum length of 20 feet, area of 250 square feet and height of 10 feet permitted.

4. A Variation from Section 10-5-5(B)4(21) to allow transformers and a proposed trash compactor to be located 5 feet from the southern/rear property line in lieu of the minimum setback of 42.6 feet (10% of the lot width) permitted.

5. A Variation from Section 10-5-4(A)4 to allow a setback of 1-foot from the southern/rear property line for a proposed grease container in lieu of the minimum setback of 21.3 feet (5% of the lot width) required.

6. A Variation from Section 10-5-11(J) to allow a separation of 90.5 feet between the proposed eastern access drive on Roosevelt Road and the access drive on the adjacent property to the east and a separation of 55.2 feet between the proposed western access drive on Roosevelt Road and the access drive on the adjacent property to the west in lieu of the minimum separation of 185 feet required.

7. A Variation from Section 10-5-11(E)2 to allow a curb return radius of as little as 15 feet in lieu of the minimum curb return radius of 25 feet required.

8. A Variation from Section 10-5-9(B) to allow 2 loading spaces on the property in lieu of the minimum number of 3 loading spaces required and to allow one of the loading spaces to have a length of 35 feet in lieu of the minimum length of 50 feet required.

9. A Variation from Section 10-5-5(C) to allow impervious surface setbacks of between 0 and 12.5 feet along the north, south, east and west property lines in lieu of the minimum impervious surface setback of 21.3 feet (5% of the lot width) required.

10. A Variation from Section 10-5-5(B)4(37) to allow a retaining wall setback of 0 feet along the western property line in lieu of the minimum setback of 21.3 feet (5% of the lot width) required and a retaining wall setback of 8.7 feet along the southern property line in lieu of the minimum setback of 42.6 feet (10% of the lot width) required.

11. A Variation from Section 10-4-15(G) to allow 116 parking spaces on the property in lieu of the minimum number 156 parking spaces required.

F. Exterior Appearance approval in accordance with the Appearance Review Guidelines adopted on October 9, 2006 as Ordinance 5508.

G. The following Variations from the Glen Ellyn Sign Code:

1. A Variation from Section 4-5-12(B) of the Sign Code to allow a primary wall sign with a height of 27 feet 6 inches in lieu of the maximum height of 25 feet permitted.

2. Variations from Section 4-5-5(G) of the Sign Code to allow an incidental sign height of 13 feet 9 inches in lieu of the maximum height of 10 feet permitted and an incidental sign area of 13 square feet in lieu of the maximum area of 4.5 square feet permitted.

**Issues.** In order to accommodate the construction of Taft Avenue, the rear 33-45 feet of the property is being dedicated to Glen Ellyn and Wheaton. A 33-foot wide strip of the previously vacated Taft Avenue will also be rededicated to the Village by the Control'd property east of the site. The Village will also need to convert the northern 21-33 feet of Lambert Lake into right-of-way to provide the remainder of the necessary right-of-way width for the road. Various plats of dedication reflecting these right-of-way dedications have been prepared and an Ordinance accepting the dedications is attached. The Public Works Department has coordinated with Wheaton on the design of the roadway. The new street will pass through a floodplain and a wetland buffer. Therefore, the design was also reviewed by Village consulting engineers Engineering Resource Associates. The impacts to the wetland buffer are being mitigated and the Village's consulting engineer is satisfied with the plans. Construction of Taft Avenue will improve access to Lambert Lake and six new parking spaces are proposed on the south side of Taft Avenue to provide access to the Lake.

The property is currently being served by sewer from the Wheaton Sanitary District. As part of the project, this connection will be terminated and the new building will be served by Glen Ellyn sanitary sewer. This change will require an amendment to the Facilities Planning Area (FPA) boundary. Glenbard Wastewater Authority Manager Erik Lanphier has discussed this issue with the Wheaton Sanitary District and they are in agreement that the property should be de-annexed from the Wheaton FPA boundary and annexed to the Glenbard FPA boundary. This change does not require any action by the Village Board and will be addressed separately by the two sanitary districts.

The petitioner will need to receive various approvals from the City of Wheaton for the construction of Taft Avenue and the western Wheaton parking lot. Zoning variations for the landscaping and impervious surface setbacks of the western parking lot were previously considered by Wheaton's Planning and Zoning Board and the plans have been revised to reflect the recommended conditions of approval. The Wheaton City Council is currently scheduled to review the project by December 3, 2012.

**Architectural Review Commission Recommendation.** The Architectural Review Commission reviewed the proposed Exterior Appearance at public meetings on October 24, 2012 and November 14, 2012. The requested Sign Variations were also considered by the Commission at the November 14, 2012 meeting. No members of the public spoke at either meeting. By a vote of 7-0, the Architectural Review Commission recommended approval of the requested sign variations. After a series of motions at the October 24, 2012 and November 14, 2012 meetings, the Commission recommended approval of the proposed exterior appearance subject to the following conditions:

1. The project shall be constructed in substantial conformance with the plans as submitted and the testimony presented at the October 24, 2012 and November 14, 2012 public meetings and hearing of the Architectural Review Commission.

2. That the landscaping in the northern Taft Avenue right-of-way be maintained by the owner of the shopping center.

3. That the property landscaping shall be modified to follow the Village guidelines regarding tree

diversity. In particular, the petitioner shall work with the Village to diversify the species of trees proposed along Roosevelt Road.

4. That the utilitarian elements on the building, such as man-doors, vents, downspouts and other similar items shall be painted to match the building to minimize their appearance.

5. That the awning colors shall be as shown on the plans with the exception that different color awnings of the owners choice shall be permitted on the far ends of the building to reflect the branding of the tenants located therein provided that such awnings are a solid color, the same design as the awnings for the other secondary tenants in the shopping center and are made of the same material as the awnings for the other secondary tenants spaces in the shopping center.

A significant portion of the discussion at the October 24, 2012 and November 14, 2012 meetings focused on the petitioner's request to allow future tenants to choose their own awning colors as this is contrary to the Appearance Review Guidelines which encourage a cohesive appearance and recommend keeping the number of colors for a single project to a minimum. After considerable discussion about the guidelines and the potential precedent that could be set, a separate vote was taken for suggested condition #5 above which passed by a vote of 5-3. The Commission was otherwise supportive of the project with the exception of one Commissioner who expressed concern over the use of EIFS in the area of the sign band.

**Plan Commission Recommendation**. The Plan Commission reviewed the requested Special Use Permits and Zoning Variations at a public hearing on November 15, 2012. No members of the public spoke at the hearing. By a vote of 6-1, the Plan Commission recommended approval of the requested Special Use Permits and Zoning Variations subject to the conditions identified below. Commissioner Buckton, who offered the sole dissenting vote, indicated that he was in favor of project with the exception of the requested Special Use Permit for the drive-thru.

1. The project shall be constructed in substantial conformance with the plans as submitted and the testimony presented at the November 15, 2012 public hearing of the Plan Commission.

2. The petitioner shall make a good faith effort to establish cross access with the properties to the east and west at such time as those properties may be redeveloped.

3. The property ownership shall make their best efforts to ensure that garbage pick-up behind Shops B occurs during off-hours when the drive-thru is closed.

4. Prior to the issuance of any permits, the petitioner shall submit written confirmation from the owner of the Control'd property to the east that they have permission to enter this property and make the improvements shown on the plans.

5. Materials in the outdoor storage area behind Shops A shall not be stacked above the height of the screening wall.

6. A restaurant shall not use the drive-thru on the east end of the building unless a traffic study is submitted and the resulting impacts are deemed acceptable by Village staff.

7. A minimum of 123 parking spaces shall be maintained on the Glen Ellyn side of the property unless cross access is provided with the property to the east at some time in the future in which case the number of parking spaces shall not be reduced beyond 116. Furthermore, a parking easement shall be established over no less than 31 parking spaces in the western Wheaton parking to ensure that a minimum of 147 parking spaces are available to the building at all times.

8. That the only uplighting permitted for the project shall be for the wall mounted fixtures proposed on the front building façade and such uplighting shall be kept subtle so as to highlight the architecture of the building and terminate at or near the top of the building.

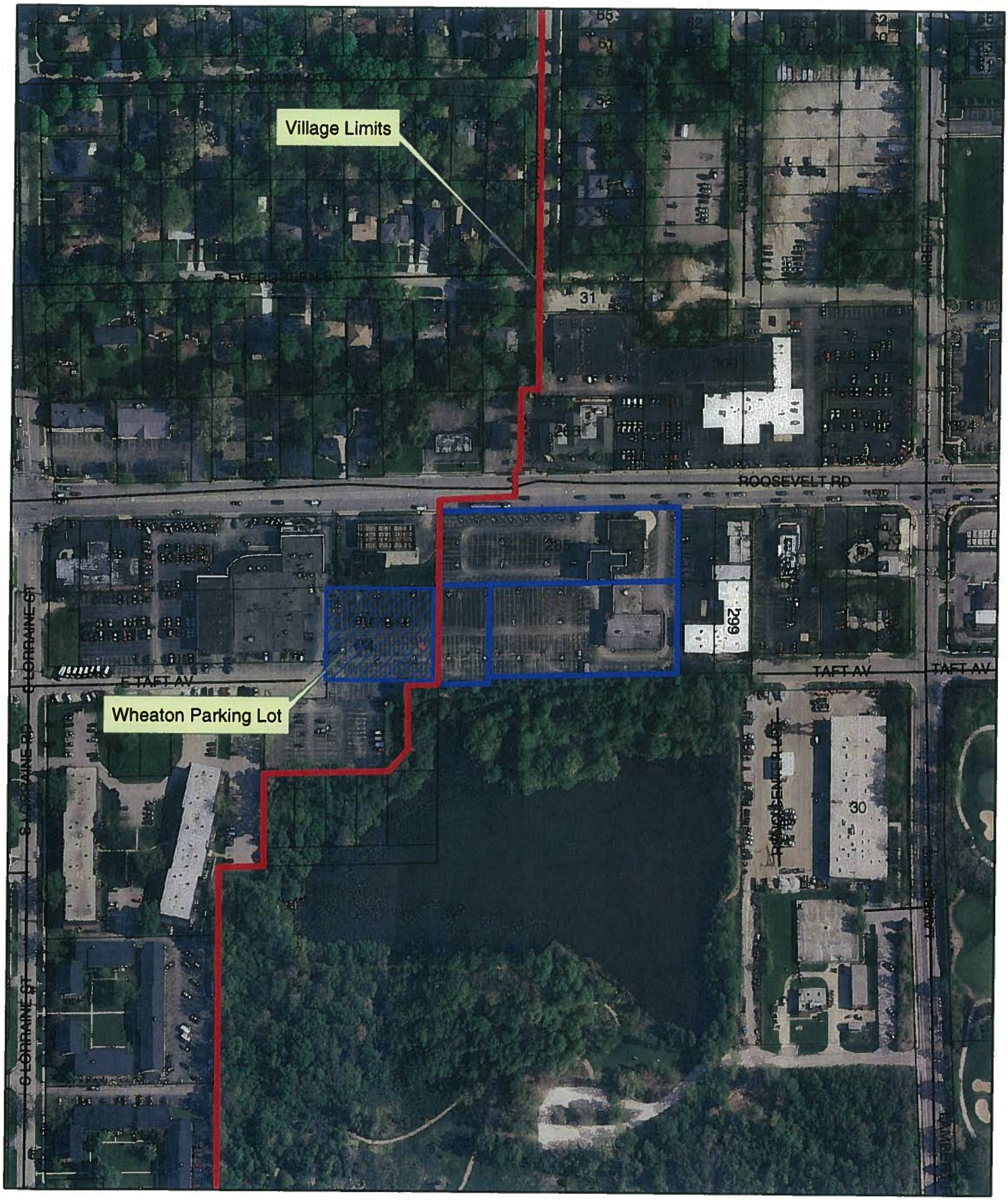
**Action Requested.** The Village Board may approve, approve with conditions or deny the requested Special Use Permits, Zoning Variations, Sign Variations and Exterior Appearance. An Ordinance approving the requests as recommended by the Architectural Review Commission and Plan Commission is attached. An Ordinance accepting the dedication of Taft Avenue is also attached.

**Attachments.**

- Aerial Photo
- Minutes from October 24, 2012 ARC Meeting
- Draft Minutes from November 14, 2012 ARC Meeting
- Draft Minutes from November 15, 2012 Plan Commission Meeting
- Ordinance Approving Zoning Requests
- Ordinance Accepting the Dedication of Taft Avenue
- Excerpts from Petitioner's Application Packet

Cc: Julius Hansen, Public Works Director
Matt Pekarek, Recreation Director
Bob Minix Public Works Professional Engineer
Erik Lanphier, Glenbard Manager
Ryan Murphy, Petitioner
Osvaldo Pastrana, CivWorks Consulting
Michael Fitzgerald, OKW Architects

# 285 Roosevelt Road




Prepared By: Village of Glen Ellyn Planning and Development Department
Aerial Photo Circa 2009

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# MINUTES

| | | | |
|---|---|---|---|
| **BOARD/COMMISSION:** | **Architectural Review** | **DATE:** | **10/24/12** |
| **MEETING:** | **Regular** | **CALLED TO ORDER:** | **7:32 p.m.** |
| **QUORUM:** | **Yes** | **ADJOURNED:** | **9:50 p.m.** |

**MEMBER ATTENDANCE:** **PRESENT:** Chairman Burdett, Commissioners Albrecht, Dickie, Draths, Mulvihill, Wilson, Wussow, Student Commissioner Burket

**ABSENT:** Commissioner Thompson

**ALSO PRESENT:** Village Planner Stegall, Trustee Liaison Hartweg, Recording Secretary Solomon

## 1. Call to Order

Chairman Burdett called the Glen Ellyn Architectural Review Commission (ARC) regular meeting to order at 7:32 p.m., in the Civic Center at 535 Duane Street, Glen Ellyn, Illinois.

## 2. Approval of October 10, 2012 Minutes

Commissioner Draths moved to approve the October 10, 2012 minutes. The motion was seconded by Commissioner Wussow and carried unanimously by a vote of 7-0.

## 3. Exterior Appearance – Glen Ellyn Market, 285 Roosevelt Road

Village Planner Stegall presented background on petitioner Vequity, LLC for exterior appearance approval of a new approximately 32,000 square foot shopping center on the former Webb Dodge property, located at 285 Roosevelt Road. She stated the development would be anchored by The Fresh Market grocery store. She stated the property is located on the south side of Roosevelt Road between Lambert Road and Lorraine Street in the C3 Service Commercial zoning district. She stated the Village limits abut the site to the west and the proposed western parking lot is located in Wheaton. She stated in order to proceed with the development, the petitioner will need to receive approval for a Special Use Permit for a Drive-Thru, a Special Use Permit for Outdoor Merchandise, a Special Use Permit for Outdoor Storage, Zoning Variations, a Lot Consolidation and Exterior Appearance Approval. She stated Vequity, LLC appeared before the Wheaton Planning and Zoning Board on October 23, 2012 and was asked to make some landscape revisions. She stated there are no requested sign variations as the signs comply with code. She stated the staff and architectural consultant Pete Pointner reviewed the plans and are happy with the plans with only a few items that she suggested the Commission may wish to consider.

Mike Fitzgerald, architect with OKW Architects at 600 W. Jackson, Chicago, Illinois, presented information on this proposed development. He stated The Fresh Market would be the anchor in the center and flanked by smaller scale shops and a possible drive-thru area for a possible dry cleaners. He stated the development would be a single-story building in a traditional/Georgian style with the grocery being a taller part of the building. He stated the exterior of the flanking shops would be done in brick and EIFS with a cast stone base on the bottom of the building and a continuous cornice on the top of the building. He stated even though the back and the sides are more utilitarian, they will use pre-cast concrete with a form-liner so it will look like brick.

Mr. Fitzgerald stated the awnings are proposed to have different colors, but would have a consistent style and dimensions. He stated the grocery awning will be green and white striped and the rest of the tenants would be a charcoal grey unless the owners approve another color. He stated the individual tenants would have a say in awning color. He stated the development team is having conversations with Tide about being a dry-cleaner, and their brand awning would be orange.

Mr. Fitzgerald stated there will be an outdoor seating area on one side of the grocery, with a trellis made of a cast stone base and cedar wood posts and beams which will require a variation from the Zoning Code. He stated there would be a monument sign along Roosevelt Road that would be 15 feet high by 9 feet wide. He stated the wall sign for the Fresh Market meets the ordinance size, but may be higher than what is allowed in the Sign Code. Planner Stegall stated that a public hearing would be needed to consider any sign variation.

Osvaldo Pastrana, civil engineer and landscape architect with CivWorks Consulting, LLC at 2837 W. Lyndale, Chicago, Illinois, presented information on the proposed landscape plan. He stated they are proposing curved islands in the parking area with a variety of trees, shrubs, perennials and ornamental grasses. He stated there also would be extensive landscaping on the north side of Taft Avenue to soften the back wall of the building. He stated the parking lot would be asphalt with concrete in the back and a paver walkway that leads from the front of the grocery to Roosevelt Road. Commissioner Wussow asked if they would add pavers to the Roosevelt Road sidewalk to which Mr. Pastrana stated they will replace some of the sidewalk with pavers. Planner Stegall stated that the plans conform to the Roosevelt Road Streetscape Plan. Mr. Pastrana stated there would be light poles in the parking lot that would have a nutmeg base to match the color of the building.

Commissioner Wussow asked who will maintain the parkway landscape on Taft Avenue to which Planner Stegall stated the staff has asked the petitioner to maintain this landscaping due to the amount and variety which is more typical of private property landscaping.

Commissioner Wilson stated the guidelines discourage the use of EIFS and asked if the petitioner could use real stucco instead to which Mr. Fitzgerald stated the EIFS provides insulation value, and the EIFS is well above pedestrian level so there should be little damage. Mr. Fitzgerald stated the EIFS issues with drainage have been resolved over the years. Chairman Burdett asked if the signage would be on top of the EIFS to which Mr. Fitzgerald stated it would be as the EIFS can be easily repatched. Planner Stegall stated there have been advances with EIFS to help with water issues.

Commissioner Wussow asked about the front brick to which Mr. Fitzgerald stated there would be real modular brick on the front of the building with the sides of the building being the pre-cast form liner so when the sides are painted, they will look like natural bricks.

There was a lengthy discussion around the proposed awning colors as there are a number of colors being proposed. Many commissioners had concerns with the proposed orange awning with the look of the rest of the center, due to the multiple colors being a big distraction, possible signage on the awnings and having a stream-lined look fits the Village's character. Commissioner Wussow stated the guidelines say to use one muted neutral color of awning throughout the center with the branding being in the signage. The development team stated these awnings would be used for individual identification, visual interest and downplaying the long expanse of the building. A suggestion was made by the petitioner that the tenants on the two ends could use different color awnings.

Chairman Burdett asked about the landscaping along Roosevelt Road to which Mr. Pastrana stated they will use different species of trees instead of just one kind. Chairman Burdett stated there are planting recommendations in the Village's guidelines. Mr. Pastrana stated they will add a variety of trees.

Commissioner Mulvihill asked about any lighting on the building to which Mr. Fitzgerald stated the front wall fixtures have not yet been selected. Mr. Fitzgerald stated any proposed lighting would probably go on the piers. Planner Stegall stated the ARC could allow the petitioner discretion on the front elevation light fixture or review the fixture at a future meeting.

Commissioner Dickie stated this will be a handsome center and thinks the materials are appropriate. He stated the awning colors are a non-issue as long as the physical dimensions are consistent across the tenants' spaces. He stated the sign height should not be an issue. He stated he encourages the screening of the loading dock area.

Student Commissioner Burket stated this will be a great looking center. He stated he likes the use of the real brick on the front of the building and is fine with the fake brick on the back and sides of the building. He stated he is fine with the different colors for the awnings and with the center being on Roosevelt Road, you need to use colors which will stand out.

Commissioner Albrecht stated she likes the clean traditional look of the center and likes the monument sign as it reflects the building. She stated she is fine with the use of EIFS as it is well-placed. She stated she will be fine with the additional height of the sign. She stated she is fine with the awnings being the same style and dimensions and is trying to be fine with the colorful awnings.

Commissioner Draths stated she is fine with the awnings being the same style and dimensions, but she is not happy with the orange color. She stated she likes the traditional look of the building and thinks it will be a great improvement. She stated she does want to see the front elevation light fixtures, and she is fine with the sign height.

Commissioner Wussow stated she thinks this is a good design with an attractive use of materials. She stated she thinks the EIFS is fine as long as it is out of the pedestrian area. She stated the landscaping is ample, but there needs to be more variety of the tree species on Roosevelt Road. She stated she would be fine with the compromise of a branding-color awning on the end tenants only.

Commissioner Mulvihill stated she agrees with the other commissioners. She stated she is torn about the awnings as the design is now symmetrical. She stated the screen wall by the loading dock should be extended. She stated the EIFS is fine on flat areas, but she is worried about it on the raised panels and cornices.

Commissioner Wilson stated this is a great design and thinks real stucco would be better than EIFS.

Chairman Burdett stated he likes the design as it is clean and traditional. He stated he is fine with the EIFS and the sign variance. He stated the screen wall by the loading dock should be extended. He stated he does want to see the lighting fixtures and lighting plan. He stated there should be more diversity in the landscaping along Roosevelt Road. He stated the awning color should be a more subdued color and does not see an advantage to different colors on the ends.

There was more discussion around setting precedent about the different awning colors.

Commissioner Wussow made a motion to recommend approval of the Exterior Appearance for the proposed development at 285 Roosevelt Road with the following conditions:

1. The landscaping in the northern Taft Avenue right-of-way be maintained by the owner of the shopping center.

2. The property landscaping shall be modified to follow the Village guidelines regarding tree diversity. In particular, the petitioner shall work with the Village to diversify the species of trees proposed along Roosevelt Road.

3. The utilitarian elements on the building, such as man-doors, vents, downspouts and other similar items shall be painted to match the building to minimize their appearance.

4. The wall behind the loading dock shall be extended to connect with the building and completely screen the loading area.

5. The awnings shall be limited to two colors for the entire development, in particular the green and white striped and the charcoal grey, in keeping with the Village's Appearance Review Guidelines.

6. The proposed style and location of the exterior light fixture to be placed on the front elevation shall be presented to the Architectural Review Commission.

The motion was seconded by Commissioner Albrecht and carried by a vote of 6-1, with Commissioner Wilson dissenting.

### 4. Public Comments

None

### 5. Chairman's Report

Chairman Burdett stated the Streetscape/Parking Study Steering Committee met on October 16, 2012. He stated they took a Visual Preference Survey which will be available for the residents to do on-line also. He stated there was a new commissioner for the ARC.

There was a discussion around the ARC being asked to stray from the Village's guidelines, the Staff's thoughts and the possibility of the current guidelines being outdated.

### 6. Trustee's Report

Trustee Hartweg stated there was good discussion around the guidelines. He stated the Oberweis project was approved after a lot of discussion about the signage. He stated the electrical aggregation referendum will be on the November 6, 2012 ballot. He stated the Village Board is in the discussion stage of the tax levy.

### 7. Adjourn

As there was no other business to discuss, Chairman Burdett asked for a motion to adjourn. Commissioner Albrecht moved, seconded by Commissioner Draths to adjourn the meeting at 9:50 p.m. The motion carried unanimously by a vote of 7-0.

Submitted by: Debbie Solomon, Recording Secretary

Reviewed By: Michele Stegall, Village Planner

## IV. 285 Roosevelt Road – Glen Ellyn Market

### A. Staff Presentation

Commissioner Wussow moved, seconded by Commissioner Dickie, to open the public hearing.

Village Planner Michele Stegall stated that at a previous ARC meeting, the exterior appearance for the Glen Ellyn Market was reviewed and approved by a vote of 6-1 with some conditions. She added that the petitioner has returned to the ARC to further discuss two of the conditions regarding the light fixtures and awning color. Ms. Stegall also stated that the petitioner will need some sign variations in order to move forward. The sign variations are for a Fresh Market wall sign that will be mounted on the building at a height of 27-1/2 feet in lieu of the Code maximum of 25 feet and a drive-thru valet sign on the drive-thru canopy to allow 13 square feet in area in lieu of the maximum area of 4.5 square feet permitted and to allow that sign to be mounted at a height of 13 feet 9 inches in lieu of the maximum allowed height of 10 feet for an incidental sign.

### B. Petitioner's Presentation.

John Gelderman of Opus Corporation, 1812 Valley Curve, St. Paul, Minnesota, Jim O'Malley of OKW Architects, 5430 W. Agatite, Chicago, Illinois, and Ryan Murphy, 468 Hill Avenue, Glen Ellyn, Illinois were present.

Mr. O'Malley stated he would like to address changes brought forward at the previous ARC meeting. He stated that one recommendation was to extend the trash enclosure behind Fresh Market all the way to the building and they were able to do so. He also stated that the material was changed from brick to the pan liner brick material painted like the rest of the building which made the rear of the building flow better. He added that with the extended material, the back side of the building would be more vulnerable to damage with storage of various items. He added that the concrete panel that would match the rear of the building is an upgrade material for durability reasons. Mr. O'Malley also stated that in keeping with a consistent theme and look across the rear, there is a detached trash enclosure behind the Tide area. He stated that was changed to the concrete panel that would be the form liner with the brick stamp painted to match the building. He also stated that downspouts will be painted and tied in to the underground storm sewer.

Mr. O'Malley stated that the height of the Fresh Market sign needed to be raised due to the height of the building. He stated that the height of the building is dictated due to the clear area required inside by Fresh Market as well as hiding and screening any additional rooftop units and equipment. He added that the high parapet does serve purposes. He stated that if the sign was lowered 2-1/2 feet, inset pieces above the awnings that create the overall architectural feel of the building would be lost. Mr. O'Malley stated that the height of the drive-thru/porte-cochere needs to be greater than the Zoning Code allows so a minimum of 10 feet just to the bottom of the canopy is required for cars to go underneath; therefore, the height of the sign would need to be at 13'9". He added that regarding the issue of readabiilty as a car would approach, the signs need to increase over the maximum of 4.5 square feet.

Mr. O'Malley displayed a cut sheet of the proposed light fixture and stated that the canister would be larger if the up and down light can be done. He stated that the light fixtures are located at each of the piers as well as the coins and each of the brick elements along the building. He added that the fixtures are low enough wattage that light will be thrown up the building but will not project above the top of the building. He also stated that there are cut-off shields involved, and a cornice will be located across the building which will keep that light from projecting into the night sky. Mr. O'Malley added that the ones with the ups and downs would be the major corners with the coins and the downlights with sign band directly above, and he displayed areas of downlights. Mr. Gelderman commented that up and down lighting adds a lot to a building at night and asked that the ARC consider that lighting. Ms. Stegall stated that the Zoning Code prohibits up lighting. Mr. O'Malley stated that they looked at adding some poles out near the parking standards with high-mounted lights, however, those lights tend to be bright with much light spillage which would do more harm than the selected lights.

Mr. O'Malley stated that Fresh Market has forest green and white striped awnings in the center and would like to use colors at the edges for balance and to draw the eye towards the Fresh Market and smaller tenants. He stated per staff's request, the intermediate retail colors of the awnings have been changed to forest green to match the forest green stripe in Fresh Market. Mr. Gelderman added that they are looking at bookending each one with a color as requested by the tenants. Commissioner Burdett stated that the orange color appears to be a burnt orange as opposed to a neon orange, and Mr. Murphy responded that the orange color isn't quite as bright as seen with other retailers. He added that he believes the building will flow very nicely and part of the look is the awnings. Mr. Gelderman added that the chosen color is more representative of the orange Tide color than last time. Mr. O'Malley stated that the awning material will be canvas and in a muted color. He stated they will be high quality material in solid colors with no graphics. Mr. Murphy added that the awnings will break up the mass of the large expanse of the buildings. Mr. Murphy stated there are some unique characteristics to the subject site as it is a new development, it is set back from the road and the colors are being limited to the end caps.

**C. Questions and Comments from the Commission.**

Commissioner Wussow was concerned that voting for this project would set a precedent that has not been previously done in Glen Ellyn regarding adding various colors at a site. She also expressed a concern that this project could greatly change the character of the Roosevelt Road business district as other businesses would also want this type of project if it was approved for the petitioner. She felt that introducing multi-colored awnings could jeopardize the current Roosevelt Road level of attractiveness and was concerned with allowing various colors for small businesses is treading on dangerous ground because there are so many small businesses along Roosevelt Road. She stated this type of look would eliminate the unified appearance along Roosevelt Road.

Regarding findings for a variation, Mr. O'Malley responded to Chairman Burdett that they would like people to have a clear way to get to the porte-cochere area and if signage wording is too small, drivers will find it difficult to navigate in that area. He added that safety is therefore a major factor. Mr. O'Malley agreed with Chairman Burdette that this request is based on a hardship rationale in terms of the setbacks.

Commissioner Wussow also asked the petitioner why they should be granted a variance for up lighting when the Sign Code prohibits that type of lighting. Mr. O'Malley responded regarding the down lighting the lot lighting will be lost as one steps back to the building and away from the parking lot, however, it will help to illuminate the walkway in front of building. He also stated that the uplighting will be minimal and kept down so that it is a small throw off of the top of the fixture. He added that the lighting is more of an accent than a beacon and will be a soft glow spreading upward. He added that there should be no light spillage into the night sky. Mr. Gelderman added that uplighting would be important to enhance the visibility of the property as it is retail and is surrounded by other properties. Mr. Gelderman responded to Commissioner Mulvihill that the signs are internally lit which is traditional signage on Roosevelt Road. Chairman Burdett asked for the rationale behind uplighting the site which is contrary to Glen Ellyn zoning. Ms. Stegall responded the rationale is not wanting to shoot lighting up into the sky and added that staff feels that the lighting standards in the Zoning Code are out of date. She added that some uplighting variations have been approved by the Village in the past. Chairman Burdett asked if uplighting could be allowed with limited wattage, and Ms. Stegall replied yes. Ms. Stegall also responded to Commissioner Draths that staff feels that uplighting is accent lighting. Commissioner Wilson commented that there is uplighting on many residential homes, and Ms. Stegall responded that the zoning lighting standards do not apply to single family residential properties. Mr. O'Malley responded to Commissioner Draths that a maximum of three colors are being requested for the site. Mr. Murphy responded to Commissioner Draths that, per their lease, they have the right to approve signage, awnings and awning color and can limit the color to the end cap spaces. He verified for Commissioner Draths that the only restriction is that it would be a solid color. Mr. Gelderman stated that they control final approvals on the colors.

Commissioner Dickie asked what say the ARC would have in the future regarding this project, and Ms. Stegall responded that a future owner would be able to choose the color of the end caps. Commissioner Wussow felt that a problem is that the Village is not making the decision on what an awning color will be at this project. Ms. Stegall responded to Mr. Gelderman that the Village does not dictate particular colors for projects and that the ARC review is to be sure that the colors presented blend and that the appearance is not busy. In response to the petitioner, Ms. Stegall stated that she does not believe the Village is supportive of changing colors frequently upon the arrival of new tenants. Commissioner Wilson stated he was supportive of the chosen colors. Commissioner Draths stated she appreciated Commissioner Wussow's comments regarding precedent setting and decision making by the tenants. She added that it is the responsibility of the ARC to be sure that over the long term that the building continues to remain as originally intended. She added that she appreciates retaining just 3 colors at the site and feels the building is lovely.

Commissioner Draths moved, seconded by Commissioner Dickie, to close the public hearing. The motion carried unanimously by voice vote.

**D. Public Participation.**

No persons spoke in favor of or against the subject property.

**E. Commission Deliberation.**

Chairman Burdett asked for comments from the Commissioners regarding signage, uplighting and the awning issue.

Commissioner Mulvihill was in favor of granting the sign variation. She also felt that the uplighting worked well with the design of the building but felt that the lighting should not be too bright. She felt that the design of the building is well done and stated that awnings can be easily changed. She stated that everything should be uniform and that she liked the proposed colors.

Commissioner Dickie was supportive of the sign variation given the proportions of the building and the setback. He also was supportive of the uplighting and subtly accenting the corners of the building. He also stated that he was in favor of the awnings and stated that the size and material of the awnings are important as well as that they are a solid color.

Commissioner Wussow felt that the sign variation request was appropriate given the size of the building and the setback of the development. She felt that the regular lighting was well selected. She stated she was initially opposed to the uplighting until she learned the sign code will be updated and soft uplighting has been granted in some other cases. She stated that uplighting should end where the buildings end. Commissioner Wussow stated she is opposed to tenant selected awnings and did not feel the developer's case warrants setting a precedent of this magnitude in Glen Ellyn's business district.

Commissioner Wilson was supportive of the proposed signage, uplighting and awnings and felt that the building will be great. He added that the parking lot will have many trees which will soften the building with a natural look.

Commissioner Draths stated she agrees with the other Commissioners regarding the signs and lighting. Regarding the awnings, she reiterated that she appreciated the fact that there are fewer colors on only the end caps, that they are canvas and will not be bright or shiny. She stated she is concerned regarding the tenant making decisions regarding color.

Commissioner Thompson was supportive of the signage variances and uplighting per comments by the other Commissioners. She stated that she felt that the petitioner should be able to choose and design the awning of their choice to help people locate the site.

Commissioner Dohrer felt the building was lovely and was supportive of both the signs and the lighting. He felt that the building would be nicer if it was more uniform and was opposed to the awnings with the tenants being allowed to choose the colors.

Chairman Burdett was supportive of the signage variation because the building is set back from the road and the difference in height is minor. He also was supportive of the uplighting with perhaps a cap on the wattage. He stated that the appearance review guidelines state similarity in color in projects is appropriate, and one of the problems with Roosevelt Road is the different types of enterprises, signage and colors. He stated that the subject building could be elegant and

he did not want to see massive colors on the building. He added he would be in favor of uniform solid color awnings across the entire façade.

**F. Motion.**

Commissioner Thompson moved, seconded by Commissioner Dickie, to recommend approval for Vequity, LLC of variations from the Glen Ellyn Sign Code for property located at 285 Roosevelt Road and hereby made the following findings of fact: A. The requested variations comply with the purpose of the Glen Ellyn Sign Code because the proposed signs will serve the primary purpose of helping people find what they need without difficulty or confusion. Furthermore, the variations are needed in order to satisfy the purpose that the signs be considered accessory components of an overall composition of architectural elements, not as freestanding or dominant elements by themselves. B. If granted, the requested variations will not alter the essential character of the locality because the signs have been designed to be accessory components of the overall architectural design of the proposed building. C. The petitioner has demonstrated a practical difficulty in adhering to the strict regulations of the Sign Code because the proposed building architectural elements insist on variations in order to have the signs serve as accessory components and part of an overall design. A second difficulty is the distance of the building from the primary access road. This distance creates the need for sign variations in order to meet the purpose of making signage visible enough to help people find what they need without difficulty or confusion. D. The plight of the owner is due to unique circumstances because the building is located approximately 140 feet away from the primary access road.

The Commission further adopts the supplemental findings of fact in the petitioner's application packet dated November 5, 2012.

Four (4) motions were made as follows:

<u>Motion 1</u>

Based on the findings of fact, the Architectural Review Commission recommends that the Village Board approve the following: A. A variation from Section 4-5-12(B) of the Sign Code to allow a primary wall sign with a height of 27 feet 6 inches in lieu of the maximum height of 25 feet permitted. B. Variations from Section 4-5-5(G) of the Sign Code to allow an incidental sign height of 13 feet 9 inches in lieu of the maximum height of 10 feet permitted and an incidental sign area of 13 square feet in lieu of the maximum area of 4.5 square feet permitted.

The motion carried unanimously with eight "yes" votes

<u>Motion 2</u>

Commissioner Draths moved, seconded by Commissioner Dickie, to amend the previous recommendation to eliminate Conditions 4 and 6 that the wall behind the loading dock shall be extended to connect with the building and completely screen the loading area and that the proposed style and location of the exterior light fixture to be placed on the front elevation shall be presented to the Architectural Review Commission who agree with what's been presented. .

The motion carried unanimously with eight "yes" votes.

Motion 3

Commissioner Mulvihill moved, seconded by Commissioner Dohrer, that Condition 5 remains as written.

The motion did not carry with three (3) "yes" votes and five (5) "no" votes as follows: Commissioners Wussow, Dohrer and Chairman Burdett voted yes; Commissioners Dickie, Draths, Mulvihill, Thompson and Wilson voted no.

Motion 4

Commissioner Draths moved, seconded by Commissioner Thompson, to amend the condition to limit the awnings to 3 colors for the entire development, in particular the green and white striped, in keeping with the Village's Appearance Review Guidelines and to also include that the end caps will have a different color awning, all of the awnings would be a solid color and the awnings would be canvas in material.

The motion carried with five (5) "yes" votes and three (3) "no" votes as follows: Commissioner Draths, Thompson, Dickie, Mulvihill and Wilson voted yes; Commissioners Dohrer, Wussow and Chairman Burdett voted no.

DRAFT
PLAN COMMISSION
SPECIAL MEETING MINUTES
NOVEMBER 15, 2012

The meeting was called to order by Vice Chairman Jay Strayer at 7:31 p.m. Plan Commissioners Todd Buckton, Erik Ford, Jeff Girling, Mary Loch, Ray Whalen and Lyn Whiston were present. Chairman Julie Fullerton and Plan Commissioners Craig Bromann, Tim Elliott and Tracy Heming-Littwin were excused. Also present were Trustee Liaison Robert Friedberg, Village Planner Michele Stegall, Daniel Schoenberg, Traffic Engineer with James J. Benes and Associates, Inc., Village Intern Matt Simpson and Recording Secretary Barbara Utterback.

Plan Commissioner Buckton moved, seconded by Plan Commissioner Girling, to approve the minutes of the September 13, 2012 Plan Commission meeting. The motion carried unanimously by voice vote.

Plan Commissioner Whiston moved, seconded by Plan Commissioner Girling, to approve the minutes of the October 11, 2012 Plan Commission meeting. The motion carried unanimously by voice vote.

Vice Chairman Strayer announced that on the agenda was a public hearing for the property at 285 Roosevelt Road.

PUBLIC HEARING – GLEN ELLYN MARKET, 285 ROOSEVELT ROAD – SPECIAL USE PERMITS AND ZONING VARIATIONS. REQUESTS FOR APPROVAL OF SPECIAL USE PERMITS AND ZONING VARIATIONS FOR A NEW APPROXIMATELY 34,200-SQUARE FOOT SHOPPING CENTER PROPOSED ON THE FORMER WEBB DODGE PROPERTY AT 285 ROOSEVELT ROAD. THE DEVELOPMENT WOULD BE ANCHORED BY THE FRESH MARKET GROCERY STORE. THE SUBJECT PROPERTY IS LOCATED ON THE SOUTH SIDE OF ROOSEVELT ROAD BETWEEN LAMBERT ROAD AND LORRAINE STREET IN THE C3 SERVICE COMMERCIAL ZONING DISTRICT.
*(Vequity, LLC, petitioner)*

Plan Commissioner Loch moved, seconded by Plan Commissioner Buckton, to open the public hearing. The motion carried unanimously by voice vote.

Staff Introduction

Village Planner Michele Stegall stated that a 34,000-square foot shopping center is being proposed on the former Webb Dodge property at 285 Roosevelt Road. Ms. Stegall displayed a site plan of the subject property which is on the south side of Roosevelt Road in the C3 zoning district between Lambert Road and Lorraine Street. She added that the majority of the subject site is located within the Village of Glen Ellyn, however, a portion of the site is located within the City of Wheaton, and she displayed a landscape plan that

indicated more clearly the dividing line. She also stated that the building and the front parking lot are in Glen Ellyn and the western parking lot is located in Wheaton. Ms. Stegall described the site plan and stated that there are two proposed access drives on Roosevelt Road—one is a full access drive and one is a right-in/right-out only drive. She added that a key portion of the development is the construction of Taft Avenue between Lambert Road and Lorraine Street behind the property and that there will also be one access drive on Taft Avenue.

Ms. Stegall stated that the petitioner will need various approvals from Glen Ellyn and Wheaton in order to accommodate the proposed project. She stated that zoning variations associated with the western parking lot have been granted to the petitioner with some conditions regarding landscaping and those conditions have been incorporated into the plan.

Ms. Stegall stated that the Plan Commission had a generally favorable response to this project at a pre-application meeting in January of this year.

Ms. Stegall stated that three Special Use Permits are being requested by the petitioner to allow a drive-in commercial facility on the east side of the building, to allow outdoor merchandise on the property and to allow outdoor storage on the property. She added that an outdoor merchandise area plan that will primarily be used for produce on both sides of the Fresh Market site was included in the packet information. She also stated that the outdoor storage is proposed to be located behind Shop A next to the loading area with a solid concrete wall that would extend the length of the loading and outdoor storage area. She added that as part of the exterior appearance review process with the Architectural Review commission, the wall has been extended to fully screen the area.

Ms. Stegall stated that a number of variations to the Glen Ellyn Zoning Code are being requested by the petitioner. She stated that a variation is being requested regarding a rear yard building setback of 4.2 feet in lieu of the minimum setback of 30 feet required. She also stated that variations along that south property line setback are being requested for various accessory structures and that staff is supportive of those variations. Ms. Stegall added that the property across the street to the south is Lambert Lake which is zoned Conservation Recreation and will likely not be developed in the future. Therefore, the reduced setback will have a minimal impact on adjacent properties. She also stated that landscape screening is proposed along the rear of the property that will soften the appearance of the building wall and screen some of the other features. Ms. Stegall added that some variations are being requested for lighting that include footcandle levels, spacing and shielding requirements. She displayed a photometric plan and stated that the maximum footcandle level at the property line is 3.0 and that in one location near the western access drive, the footcandle level is 3.1. She added that another location where the footcandle level exceeds the maximum allowed is on the property line that would divide the Glen Ellyn and Wheaton portion of the property. Ms. Stegall added that variations are being requested to allow the spacing of the poles to be as little as 50 feet in lieu of 130 feet required and to allow two of the poles in the front parking lot to be located where they would be susceptible to collisions. Ms. Stegall stated that another

variation related to shielding relates to the light fixtures proposed on the front building façade. She stated that the petitioner is requesting approval of a variation to allow uplighting on that portion of the site only. She added that the code requires shielding on the top and sides with only direct light downward. She stated that the Architectural Review Commission has asked that the Plan Commission be advised that the ARC has no objections to allowing subtle uplighting on the building that would highlight its architectural features, however, they suggested that the Plan Commission may want to consider a condition on the variation request to emphasize that the lighting would be subtle and would terminate at the top of the building. Ms. Stegall stated that variations are being requested for the access drives. She stated that the required separation between drives on Roosevelt Road is 185 feet and that the right-in/right-out drive on the east side of the site is approximately 90 feet from the drive to the adjacent property to the east and the western drive is approximately 55 feet from the drive on the Marathon property to the west so a variation is necessary for the curb return radiuses of those drives. Ms. Stegall stated that IDOT has reviewed the plans as they have jurisdiction over Roosevelt Road and are satisfied with the location and design of those drives. Ms. Stegall stated that variations are being requested for two loading spaces in lieu of three required, for the size of one of the loading spaces, for the retaining wall setback along the western property line and to allow 116 parking spaces on the site in lieu of 156 parking spaces required. She added that the 156 parking spaces are based on the assumption that a restaurant will be in the building and if there is not a restaurant, the requirement would be less. Ms. Stegall added that when calculating conformance with parking requirements, staff has only used the Glen Ellyn portion of the site and that there are currently 123 parking spaces on the Glen Ellyn portion. She stated that the amount of spaces was over-advertised because cross-access with adjacent properties may potentially be provided in the future and the most logical place for a cross-access in the future would be along the property line where there are currently 7 parking spaces proposed and if the cross-access was provided in the future, the Village would not want them to have to return for a variation. Ms. Stegall stated that if the 60 Wheaton parking spaces are accounted for, the site would comply with the parking requirements. She added that there are 183 spaces in total on the project site if Wheaton is included in the count. Ms. Stegal added that a variation is also being requested for the height and length of a trellis proposed in the front of the building near an outdoor seating area.

Ms. Stegall stated that staff feels the proposed use will be a great use of the property. She added that the Village Board has been working with the petitioner regarding this project and that an economic incentive agreement is proposed to be part of the development. Ms. Stegall added that some conditions of approval for this project may be considered as follows: 1. The petitioner shall make a good faith effort to establish cross access with the properties to the east and west at such time as those properties may be redeveloped. 2. The property ownership shall make their best efforts to ensure that garbage pick-up behind Shops B occurs during off-hours when the drive-thru is closed because the garbage pick-up area is behind the drive-thru. 3. That prior to the issuance of any permits, the petitioner submits written confirmation they have rights to do work on the Control'd property. Ms. Stegall added that there is some grading that will be necessary on the adjacent property in order to make this happen. 4. That materials in the outdoor

storage area behind Shops A shall not be stacked above the height of the screening wall. 5. A restaurant shall not use the drive-thru on the east end of the building unless a traffic study is submitted and the resulting impacts are deemed acceptable by staff. She added that a dry cleaner is currently shown in that space. She stated that staff has had discussions with the petitioner about a restaurant using the space, however, the current traffic study does not accommodate for that as traffic congestion and safety issues would occur. 6. A minimum of 123 parking spaces shall be maintained on the site unless the cross-access easement to the east is accommodated at which time it could be reduced to 116. 7. A condition regarding the lighting based on the ARC's discussion at last night's meeting.

Petitioner's Presentation

Present were John Gelderman, Opus Corporation, one of the co-developers of the site, 1812 Valley Curve, St. Paul, Minnesota, Ryan Murphy, Vequity, 468 Hill Avenue, Glen Ellyn, Illinois; Osvaldo Pastrana, civil engineer, Civworks Consulting, 2837 West Lyndale, Chicago, Illinois, and Michael Fitzgerald, OKW Architects, 600 W. Jackson Blvd., Chicago, Illinois.

Mr. Gelderman stated that the subject project has been a 4-year process and he appreciated the Plan Commission reviewing this project. He apologized for Fresh Market personnel who could not attend this meeting because they were out of town.

Mr. Fitzgerald of OKW Architects displayed a site plan. He stated that the proposed drive-thru portion at the eastern portion of Shops B would potentially be a dry cleaner with a valet service for drop-offs and pick-ups with overhead coverage during inclement weather. He stated that a grocer anchors the center of the site with flanking shops that are not as deep as the grocer. He added that the grocer is a one-story retail building flanked by outdoor merchandising and an outdoor seating area. The proposed trellis flanks the western side of the arcade, and Mr. Fitzgerald stated that the size and height are dictated by the desire to be able to have outdoor seating as well as to have outdoor fans to circulate air in the summer. He stated that the height of the trellis will be raised to just over 12 feet and that the building is 33 feet in height which they believe is proportionate. He stated that the shops are primarily glass so there will be much visibility into the shops. Mr. Fitzgerald added that the materials proposed for the front elevation of the building are formal classic Georgian brick and stone and the intent is to pick up on some of the heritage of the community. He added that a monument sign will be located at Roosevelt Road that identifies the name of the center and the stores. Mr. Fitzgerald described the lighting which will consist of a canister fixture along each pier on the front elevation with up and down light components so that the architectural elements of the building can be highlighted. Mr. Fitzgerald added that the architecture of the drive-thru feature is compatible with the architecture of the main building.

Mr. Pastrana, civil engineer, stated that landscaping will be provided on the north side of Taft Avenue that will soften the building wall. He stated that extensive screening will also be provided along Roosevelt Road and he added that one of the comments at the

ARC meeting was to vary the species which has been done. Regarding IDOT's concurrence with the access points, Mr. Pastrana stated that he recently received a letter from IDOT stating that they have no further comments on the access points but had a comment with regard to the water main service that will be pushed through beneath Roosevelt Road which Mr. Pastrana feels indicates they have approved the geometry of the access points.

Responses to Questions from the Plan Commission

Plan Commissioner Ford asked if the U-shaped drive-thru is part of the issue with the potential high traffic restaurant. Traffic Consultant Schoenberg responded that the stacking meets code as only 5 spaces are required and depending on the type of restaurant located at that location, there may be more stacking than is currently shown. Ms. Stegall responded to Plan Commissioner Ford that there are no safety issues with any of the setback issues. Ms. Stegall responded to Plan Commissioner Buckton that there has been no discussion regarding annexation of the parking lot into the Village of Glen Ellyn. Ms. Stegall also responded to Plan Commissioner Buckton that tax revenue from the parking lot would go to the City of Wheaton. Ms. Stegall responded to Plan Commissioner Buckton that staff has not explored the properties being located in one Village and that the property ownership would contract out regarding snow plowing, etc. She added that the property will be resubdivided so that the Glen Ellyn portion will become one lot and the Wheaton portion will become one lot for taxation purposes. Plan Commissioner Strayer asked if the Economic Incentive Agreement has been negotiated, and Ms. Stegall responded that it will be forwarded to the Village Board at the same time that the zoning goes before the Village Board for action. She also responded to Plan Commissioner Strayer that the terms of the agreement include the contribution for road improvements and sales tax sharing, and she agreed with Plan Commissioner Strayer adding that abatement of sales tax that would go to the Village and a contribution toward building Taft Avenue would be included. Plan Commissioner Buckton inquired about a good faith effort by the petitioner to establish cross access with properties to the east and west, and Ms. Stegall stated that there are not the same potential safety issues in this case as with the Oberweis project and there are currently many unknowns in this case. She added that some language would be in the ordinance that states this situation is being worked on. Ms. Stegall responded to Plan Commissioner Buckton that the Control'd property is for sale—not the business. Ms. Stegall responded to Plan Commissioner Strayer that the cuts into Roosevelt Road approved by IDOT are not significantly different than other sites along Roosevelt Road. Ms. Stegall agreed with Plan Commissioner Ford that the reason for some lightpoles not being in islands is to maximize parking.

Plan Commissioner Girling asked if the dry cleaners has committed to the project, and Mr. Gelderman responded that they are currently in negotiations and have not yet totally committed. Mr. Gelderman also responded to Plan Commissioner Girling that so far they have had inquiries from restaurants on the dry cleaners space, however, until they receive approval from the Village, they will not fully market the project which will be after the first of next year. Mr. Gelderman responded to Plan Commissioner Girling that Fresh Market has signed on to the project.

Mr. Murphy of Vequity responded to Plan Commissioner Girling that the Control'd property is currently on the market for sale or lease and that they do not have an option on the property. He added that the owners of the property would like to see the property developed. Plan Commissioner Strayer asked if grading must be done in order to reconstruct Taft Avenue and Mr. Murphy resplied yes and added that an agreement is in place to do that work. Mr. Murphy replied to Plan Commissioner Buckton that only a rear portion of the property immediately adjacent to Taft Avenue would be graded. Mr. Pastrana confirmed for Plan Commissioner Buckton that the entire property would be graded down 2 feet plus whatever is necessary at the back to get Taft Avenue through. Mr. Pastrana added that the grading differential in the rear will be 8 feet. Mr. Pastrana responded to Plan Commissioner Buckton that there is sidewalk on the north side of Taft Avenue so that pedestrians would have to walk along the north side of Taft to get to the shopping center and then head into the shopping center at the access point. He added that there will be sidewalk coming from Lorraine Street, and Taft Avenue is being constructed all the way to Lorraine so there is pedestrian access on the north side of Taft on the Wheaton side. Plan Commissioner Buckton asked if cars and pedestrians would need to travel from the level of Taft Avenue up 6 feet to get into the parking lot, and Mr. Pastrana responded that the differential from Taft Avenue to the parking is 4 feet. Mr. Pastrana also responded to Plan Commissioner Buckton that staff had asked for a path that connects to the existing walking path, however, there is no path at this time. Ms. Stegall added that the Recreation Department had asked for a path but then decided against it. Mr. Pastrana verified for Plan Commissioner Buckton that on the western side of the property from Taft Avenue and Roosevelt Road, there is a width of 3 lanes of traffic going in and out. Mr. Pastrana also explained for Plan Commissioner Buckton that cars would need to drive all the way to the west to turn in and that a similar situation exists at the bottom. Mr. Schoenberg explained for Plan Commissioner Buckton that other options to enter the site include turning into Taft Avenue off of Lambert Street or doubling back from Wheaton if the entrance is missed. He confirmed for Plan Commissioner Buckton that those are the two options to enter the site from Glen Ellyn. He also confirmed for Plan Commissioner Buckton that the options available to enter the site are adequate based upon the traffic projections and the analysis of the intersections. Mr. Schoenberg confirmed for Vice Chairman Strayer that center turn traffic lights will allow cars to enter the site. Plan Commissioner Buckton asked what would happen to the double stacking if a restaurant is located on the site rather than a dry cleaner. Mr. Schoenberg stated that the double traffic lane could become a single traffic lane, however, too many details are currently unknown. He added that the loading area is a complication at the site as width is required for a truck to remove trash. Plan Commissioner Buckton commented that the site is an accident waiting to happen and that the plan is currently more confusing than at the pre-application meeting. Mr. Gelderman stated that there would not be a 2-lane valet if there was a restaurant on the site in lieu of a dry cleaner.

Mr. Gelderman responded to Plan Commissioner Buckton that there is no cart storage at the subject site because they do not want carts in the parking lot. He also responded to Vice Chairman Strayer that people can carry their own small orders out to their cars. Ms. Stegall responded to Plan Commissioner Girling that no particular amount of cart storage

is required at a store. Mr. Ryan explained that they originally had full access on the east side of the property but because the turn lane begins at the eastern edge of the property is why they had to go to one entry on the end of the project for stacking purposes. Mr. Fitzgerald responded to Plan Commission Buckton that multiple shops will be allowed on sides A and B. He also responded that there are no access doors on side A in the rear because there is a grade change at that location.

Mr. Murphy responded to Vice Chairman Strayer that they had no problems with the recommended conditions from staff regarding this project. Regarding condition 6, Mr. Murphy responded to Plan Commissioner Whalen that they own a good portion of the parking lot which will be under one control and that it is in the grocery store's lease that Vequity maintains a certain amount of parking throughout the term of their lease which is why they are purchasing it. Mr. Gelderman added that there could be cross access through the parking lot if it is developed. Mr. Murphy added that they also have the right to construct a fence if parking becomes an issue. He also stated that parking would be adequate if the lot was bisected. Mr. Murphy responded to Plan Commissioner Buckton that they would be unable to have another entrance into the parking lot if the drive-thru was not there because of the grades and floodplain. Ms. Stegall responded to Plan Commissioner Whalen that utility wires are not required to be buried in this case, and Mr. Pastrana responded to Vice Chairman Strayer that the overhead lines run along Taft Avenue. Ms. Stegall also responded to Vice Chairman Strayer that utility lines on Roosevelt Road are underground.

Mr. Gelderman responded to Plan Commissioner Girling that Opus intends to sell the subject property within a few years. Mr. Gelderman responded to Vice Chairman Strayer that Opus is a full-service development and a design build, and Vequity is a profit-sharing arrangement. Mr. Murphy responded to Vice Chairman Strayer that Vequity is a developer and the subject project is somewhat larger than is typical. Mr. Gelderman responded to Vice Chairman Strayer that there are no additional investors related to the subject project.

Plan Commissioner Buckton asked if the petitioners would be amenable to the drive-thru never being a restaurant, and Mr. Gelderman replied no. He stated that he believes Tide will be in the subject site, however, added that leasing is currently difficult and changes could occur. Ms. Stegall responded to Plan Commissioner Whalen that the phrase "acceptable to Village staff" also includes consultants.

<u>Persons in Favor of or in Opposition to the Request</u>

No persons spoke in favor of or against the subject project.

Plan Commissioner Loch moved, seconded by Plan Commissioner Whiston, to close the public hearing. The motion carried unanimously by voice vote.

Comments from the Plan Commission

Plan Commissioner Whalen stated he was supportive of the special use variation requests due to the configurations of the site. He added that the depth of many sites on Roosevelt Road have always been an issue with respect to development. He added that he feels the trellis enhances the development and outdoor seating and had no problem with any of the variations. He also stated that he would like to see the property maintain 149 parking spaces. He also would not like cart storage to be permitted in the parking lot. Plan Commissioner Girling felt that cart storage should be permitted in the parking lot in the event another grocery store occupies this site in the future and needs to have carts allowed in the lot. Plan Commissioner Girling also agreed with Plan Commissioner Whalen regarding maintaining 149 parking spaces in the lot in the event the property would be sold in the future. Plan Commissioner Ford questioned the Village's ability to insert a condition regarding the 149 parking spaces as some parking spaces are owned by Wheaton. Ms. Stegall responded to Plan Commissioner Ford that cart storage in a parking lot is subtracted from the available spaces. Plan Commissioner Ford suggested that the petitioners provide an easement to themselves so that future sales of the lot would include the easement.

Plan Commissioner Whiston moved, seconded by Plan Commissioner Ford, to re-open the public hearing. The motion carried unanimously by voice vote.

Mr. Murphy stated that it would be very unlikely that the owner of the subject center would ever sell any portion of it that might impact the leasibility of the shopping center. He responded to Plan Commissioner Buckton that he believes they would grant an easement to themselves. Mr. Gelderman added that it may be easier to state that they need a certain number of parking spaces rather than burden it with an easement. Mr. Murphy added that they would be comfortable with granting an easement but would like to reduce the parking count from the number that is there today for future use. Plan Commissioner Whalen asked if locating cart corrals in the parking lot would change the internal traffic flow, and Mr. Schoenberg replied that cart corrals do not typically affect the general circulation within a parking lot.

Plan Commissioner Loch moved, seconded by Plan Commissioner Ford, to close the re-opened public hearing. The motion carried unanimously by voice vote.

Plan Commissioner Whalen responded to Vice Chairman Strayer that he would propose that the subject property maintain 149 or 147 parking spaces. Vice Chairman Strayer suggested, and everyone agreed, to add that an easement be put in place for access to the Wheaton portion.

Plan Commissioner Whiston was in favor of the subject project with no objections other than locking in enough parking spaces.

Plan Commissioner Ford was in favor of the subject project.

Plan Commissioner Loch was in favor of the subject project and thanked both the development team and staff for their hard work.

Vice Chairman Strayer was in favor of the subject project with Plan Commissioner Whalen's changed condition and that all six conditions are included in the motion. He also complimented those that put this project together and felt that the traffic study was well done and comprehensive.

Plan Commissioner Girling was in favor of the subject project and stated that the uniqueness of the site justifies the variations being requested.

Plan Commissioner Buckton generally concurred with the other Plan Commissioners. He stated he felt that the project will be an improvement in the Village. However, he stated he would not vote for the Special Use Permit for the drive-thru because he did not feel it was safe per the traffic consultant.

Motion

Plan Commissioner Loch moved, seconded by Plan Commissioner Whalen, to recommend approval of the following Special Use Permits and Zoning Variations for Vequity, LLC to accommodate the development of an approximately 4,200 square foot shopping center at 285 Roosevelt Road as presented at the November 15, 2012 Plan Commission meeting:

A Special Use Permit in accordance with Section 10-4-15(B)9 of the Zoning Code to allow a drive-in commercial facility (i.e. drive-thru) on the property. B. A Special Use Permit in accordance with Section 10-4-15(B)14 of the Zoning Code to allow outdoor merchandise on the property. C. A Special Use Permit in accordance with Section 10-4-15(B)14 of the Zoning Code to allow outdoor storage on the property.

And the following Variations from the Glen Ellyn Zoning Code:

1. A variation from Section 10-4-15(D)2 to allow a rear yard building setback of 4.2 feet in lieu of the minimum setback of 30 feet required. 2. Variations from Section 10-5-13(M) to allow foot-candle levels in excess of 3.0 along the western property line and in one location along the northern property line, to allow the proposed parking lot light poles to be located as close as 50 feet apart in lieu of the minimum spacing of 130 feet required, to allow the proposed light poles to be placed in locations where they may be susceptible to collision strikes and to allow up-lighting on the building. 3. Variations from Section 10-5-5(B)4(3) to allow a trellis with a length of 30 feet, an area of 300 square feet and a height of 12 feet 2 inches in lieu of the maximum length of 20 feet, area of 250 square feet and height of 20 feet permitted. 4. A variation from Section 10-5-5(B)4(21) to allow transformers and a proposed trash compactor to be located 5 feet from the southern/rear property line in lieu of the minimum setback of 42.6 feet (10% of the lot width) permitted). 5. A variation from Section 10-5-4(A)4 to allow a setback of 1 foot from the southern/rear property line for a proposed grease container in lieu of the

minimum setback of 21.3 feet (5% of the lot width) required. 6. A variation from Section 10-5-11(J) to allow a separation of 90.5 feet between the proposed eastern access drive on Roosevelt Road and the access drive on the adjacent property to the east and a separation of 55.2 feet between the proposed western access drive on Roosevelt Road and the access drive on the adjacent property to the west in lieu of the minimum separation of 185 feet required. 7. A variation from Section 10-5-11(E)2 to allow a curb return radius of as little as 15 feet in lieu of the minimum curb return radius of 25 feet required. 8. A variation from Section 10-5-9(B) to allow 2 loading spaces on the property in lieu of the minimum number of 3 loading spaces required and to allow one of the loading spaces to have a length of 35 feet in lieu of the minimum length of 50 feet required. 9. A variation from Section 10-5-5(C) to allow impervious surface setbacks of between 0 and 12.5 feet along the north, south, east and west property lines in lieu of the minimum impervious surface setback of 21.3 feet (5% of the lot width) required. 10. A variation from Section 10-5-5(B)4(37) to allow a retaining wall setback of 0 feet along the western property line in lieu of the minimum setback of 21.3 feet (5% of the lot width) required and a retaining wall setback of 8.7 feet along the southern property line in lieu of the minimum setback of 42.6 feet (10% of the lot width) required. 11. A variation from Section 10-4-15(G) to allow 116 parking spaces on the property in lieu of the minimum number of 156 parking spaces required.

Subject to the following conditions:

1. The project I constructed in substantial conformance with the plans as submitted and the testimony presented at the November 15, 2012 public hearing of the plan Commission. 2. The petitioner shall make a good faith effort to establish cross access with the properties to the east and west at such time as those properties may be redeveloped. 3. The property ownership shall make their best efforts to ensure that garbage pick-up behind Shops B occurs during off-hours when the drive-thru is closed. 4. Prior to the issuance of any permits, the petitioner shall submit written confirmation from the owner of the Control'd property to the east that they have permission to enter this property and make the improvements shown on the plans. 5. Materials in the outdoor storage area behind Shops A shall not be stacked above the height of the screening wall. 6. A restaurant shall not use the drive-thru on the east end of the building unless a traffic study is submitted and the resulting impacts are deemed acceptable by Village staff. 7. A minimum of 123 parking spaces shall be maintained on the Glen Ellyn side of the property unless cross access is provided with the property to the east at some time in the future in which case the number of parking spaces shall not be reduced beyond 116 and an easement onto the Wheaton side of the west property line is for access to a minimum of 31 spaces for a total between the two parking areas of 147 spaces. 8. As suggested by the Architectural Review Commission meeting on September 14, 2012, that the only uplighting permitted for the project shall be for the wall mounted fixtures proposed on the front building façade and such uplighting shall be kept subtle so as to highlight the architecture of the building and terminate at or near the top of the building.

The motion carried with six (6) yes votes and one (1) no vote as follows: Plan Commissioners Loch, Whalen, Ford, Girling, Whiston and Vice Chairman Strayer voted yes; Plan Commissioner Whalen voted no.

Trustee Report

Trustee Friedberg stated that electrical aggregation was approved last week by the residents of Glen Ellyn so it will soon be sent out for bid. He also stated the Village just completed the first reading of the tax levies for the Village for the upcoming year.

Staff Report

Ms. Stegall wished everyone a Happy Thanksgiving and stated there will be a Plan Commission meeting in December. She responded to Plan Commissioner Whiston that a submission has not yet been received regarding the senior living facility at Bloomingdale and Geneva Roads.

Comment from a Plan Commissioner

Plan Commissioner Buckton stated that Plan Commissioner Loch will run for Village President at the next Village election and Plan Commissioner Elliott will run for Trustee at the next Village election. He also encouraged everyone to vote on December 1.

There being no further business before the Plan Commission, the meeting was adjourned at 9:22 p.m.

Prepared by:
Barbara Utterback, Recording Secretary

Reviewed by:
Michele Stegall, Village Planner

**Village Of Glen Ellyn**

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**Ordinance No. _____**

**An Ordinance Granting Approval of**
**Special Use Permits, Zoning Variations, Sign Variations and the Exterior Appearance for**
**the Glen Ellyn Market Shopping Center to be Located on**
**Property Commonly Known as 285 Roosevelt Road**
**Glen Ellyn, Illinois 60137**

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

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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 Special Use Permits, Zoning Variations, Sign Variations and the Exterior Appearance for the Glen Ellyn Market Shopping Center to be Located on Property Commonly Known as 285 Roosevelt Road Glen Ellyn, Illinois 60137**

**Whereas**, Vequity LLC and The Opus Group have petitioned the Village President and Board of Trustees for approval of the following:

A. A Special Use Permit in accordance with Section 10-4-15(B)9 of the Zoning Code to allow a drive-in commercial facility (i.e. drive-thru) on the property.

B. A Special Use Permit in accordance with Section 10-4-15(B)14 of the Zoning Code to allow outdoor merchandise on the property.

C. A Special Use Permit in accordance with Section 10-4-15(B)14 of the Zoning Code to allow outdoor storage on the property.

D. The following Variations from the Glen Ellyn Zoning Code:

1. A Variation from Section 10-4-15(D)2 to allow a rear yard building setback of 4.2 feet in lieu of the minimum setback of 30 feet required.

2. Variations from Section 10-5-13(M) to allow foot-candle levels in excess of 3.0 along the western property line and in one location along the northern property line, to allow the proposed parking lot light poles to be located as close as 50 feet apart in lieu of the minimum spacing of 130 feet required, to allow the proposed light poles to be placed in locations where they may be susceptible to collision strikes and to allow up-lighting on the building.

3. Variations from Section 10-5-5(B)4(3) to allow a trellis with a length 30 feet, an area of 300 square feet and a height of 12 feet 2 inches in lieu of the maximum length of 20 feet, area of 250 square feet and height of 10 feet permitted.

4. A Variation from Section 10-5-5(B)4(21) to allow transformers and a proposed trash compactor to be located 5 feet from the southern/rear property line in lieu of the minimum setback of 42.6 feet (10% of the lot width) permitted.

5. A Variation from Section 10-5-4(A)4 to allow a setback of 1-foot from the southern/rear property line for a proposed grease container in lieu of the minimum setback of 21.3 feet (5% of the lot width) required.

6. A Variation from Section 10-5-11(J) to allow a separation of 90.5 feet between the proposed eastern access drive on Roosevelt Road and the access drive on the adjacent property to the east and a separation of 55.2 feet between the proposed western access drive on Roosevelt Road and the access drive on the adjacent property to the west in lieu of the minimum separation of 185 feet required.

7. A Variation from Section 10-5-11(E)2 to allow a curb return radius of as little as 15 feet in lieu of the minimum curb return radius of 25 feet required.

8. A Variation from Section 10-5-9(B) to allow 2 loading spaces on the property in lieu of the minimum number of 3 loading spaces required and to allow one of the loading spaces to have a length of 35 feet in lieu of the minimum length of 50 feet required.

9. A Variation from Section 10-5-5(C) to allow impervious surface setbacks of between 0 and 12.5 feet along the north, south, east and west property lines in lieu of the minimum impervious surface setback of 21.3 feet (5% of the lot width) required.

10. A Variation from Section 10-5-5(B)4(37) to allow a retaining wall setback of 0 feet along the western property line in lieu of the minimum setback of 21.3 feet (5% of the lot width) required and a retaining wall setback of 8.7 feet along the southern property line in lieu of the minimum setback of 42.6 feet (10% of the lot width) required.

11. A Variation from Section 10-4-15(G) to allow 116 parking spaces on the property in lieu of the minimum number 156 parking spaces required.

E. Exterior Appearance approval in accordance with the Appearance Review Guidelines adopted on October 9, 2006 as Ordinance 5508.

F. The following Variations from the Glen Ellyn Sign Code:

1. A Variation from Section 4-5-12(B) of the Sign Code to allow a primary wall sign with a height of 27 feet 6 inches in lieu of the maximum height of 25 feet permitted.

2. Variations from Section 4-5-5(G) of the Sign Code to allow an incidental sign height of 13 feet 9 inches in lieu of the maximum height of 10 feet permitted and an incidental sign area of 13 square feet in lieu of the maximum area of 4.5 square feet permitted.

all to allow the construction of an approximately 34,200 square foot shopping center on the south side of Roosevelt Road between Lambert Road and Lorraine Street in the C3 Service Commercial zoning district; and

**Whereas**, the subject property is commonly known as 285 Roosevelt Road and is legally described as follows:

PARCEL 1:
LOTS 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20 AND 21 IN BLOCK 34 IN WHEATON ESTATES, BEING A SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT 182391, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:
THE EAST ½ OF VACATED OTT AVENUE LYING WEST OF AND ADJOINING SAID LOT 14 IN BLOCK 34 IN WHEATON ESTATES, BEING A SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT 182391, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:
LOT 15 IN BLOCK 34 IN WHEATON ESTATES, BEING A SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT 182391 AND THAT PART OF THE EAST ½ OF VACATED OTT AVENUE LYING WEST OF AND ADJOINING SAID LOT 15 AND THAT PORTION OF THE NORTH ½ AND THE NORTH 12 FEET OF THE SOUTH 33 FEET OF VACATED TAFT AVENUE BOUNDED ON THE WEST BY THE CENTER LINE OF OTT AVENUE AND BOUNDED ON THE EAST BY THE EAST LINE EXTENDED SOUTH OF LOT 15, IN DUPAGE COUNTY, ILLINOIS.

PINs: 05-22-201-001, 05-22-201-034 and 05-22-201-024; and

**Whereas,** at the October 24, 2012 public meeting of the Architectural Review Commission, the petitioner presented evidence, testimony, and exhibits relative to the request for exterior appearance approval and no persons spoke either in favor of or in opposition to the request; and

**Whereas,** based upon the evidence, testimony, and exhibits presented at the October 24, 2012 Architectural Review Commission public meeting, by a vote of six (6) "yes" and one (1) "no", the Architectural Review Commission recommended approval of the proposed exterior appearance with conditions as set forth in the minutes of the Architectural Review Commission, a draft of which is attached hereto as Exhibit "A"; and

**Whereas,** following due and proper publication of notice in the Daily Herald not less than fifteen (15) nor more than thirty (30) days prior thereto, the Architectural Review Commission of the Village of Glen Ellyn conducted a public hearing on November 14, 2012, at which hearing the Architectural Review Commission considered the requested sign variations; and

**Whereas,** at the November 14, 2012 Architectural Review Commission meeting, the Commission also reconsidered some of the previously recommended conditions of exterior appearance approval; and

**Whereas,** at the November 14, 2012 public hearing and meeting, by a vote of eight (8) "yes" and zero (0) "no", the Architectural Review Commission recommended approval of the requested sign variations and the elimination of a number of previously recommended conditions of exterior appearance approval due the petitioner's response to these issues and by a vote of five (5) "yes" and three (3) "no" recommended that the previously recommended condition of approval related to the color of the awnings be amended all as set forth in the minutes of the November 14, 2012 meeting, a draft of which is attached hereto as Exhibit "B"; 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, and 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 November 15, 2012, at which hearing the Plan Commission considered the requested special use permits and zoning variations; and

**Whereas**, at the November 15, 2012 Plan Commission public hearing no members of the public spoke in favor of or in opposition to the requested special use permits and zoning variations; and

**Whereas**, after having considered the evidence presented, including the exhibits and materials submitted, by a vote of six (6) "yes" and one (1) "no", the Plan Commission recommended approval of the requested special use permits and zoning variations as set forth in the minutes of the November 15, 2012 Plan Commission meeting, a draft of which is attached hereto as Exhibit "C"; and

**Whereas**, the Village President and Board of Trustees have reviewed the evidence, exhibits, and materials presented at the October 24, 2012 and November 14, 2012 Architectural Review Commission public hearing and meetings and the November 15, 2012 Plan Commission public hearing and have considered the recommendations of the Architectural Review Commission and Plan Commission and hereby adopt the findings of fact for the requested special use permits, zoning variations and sign variations set forth in Exhibit "D" attached hereto; and

**Whereas**, the President and Board of Trustees have determined that approving the exterior appearance of the project is consistent with the recommendations of the Glen Ellyn Appearance Review Guidelines, that approving the requested sign variations is consistent with the goals of the Glen Ellyn Sign Code and that granting the requested special use permits and zoning variations is consistent with the goals of the Glen Ellyn Zoning Code.

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

**Section One:** The minutes from the October 24, 2012 and November 14, 2012 Architectural Review Commission public hearing and meetings, drafts of which are attached hereto as Exhibits "A" and "B", and the minutes from the November 15, 2012 Plan Commission public hearing, a draft of which is attached hereto as Exhibit "C", and the findings of fact set forth therein, in the preambles above and in Exhibit "D" attached hereto 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 October 24, 2012 and November 14, 2012 public hearing and meetings of the Architectural Review Commission and the November 15, 2012 public hearing before the Plan Commission.

**Section Two:** Based upon the findings of fact and recommendations of the Architectural Review Commission and 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 special use permits, zoning variations, sign variations and exterior appearance as set forth herein above.

**Section Three:** This grant of approval is subject to the following conditions:

A. The project shall be constructed in substantial conformance with the plans submitted and the testimony presented at the October 24, 2012 and November 14, 2012 public hearing and meetings of the Architectural Review Commission and the November 15, 2012 public hearing before the Plan Commission and with the petitioner's application packet including the following plans and documents referenced below, as though they were attached to this Ordinance:

1. Narrative Description (no date)
2. Special Use Permit Application for Drive-Thru signed September 6, 2012
3. Special Use Permit Application for Outdoor Storage signed September 6, 2012
4. Special Use Permit Application for Outdoor Merchandise signed September 6, 2012
5. List of Zoning Variations (no date)
6. Zoning Variation application signed July 19, 2012
7. Exterior Appearance application signed September 6, 2012
8. Sign Variation Application signed November 5, 2012
9. Sign Table stamped received November 6, 2012
10. Quantitative Summary dated November 7, 2012
11. Color Elevations of South, East, West and North Building Elevations prepared by OKW Architects dated October 31, 2012 a copy of which is attached hereto as Exhibit "E"
12. Black and White Elevations of South, East, West and North Building Elevations prepared by OKW Architects dated October 31, 2012 a copy of which is attached hereto as Exhibit "F"
13. The following engineering and site development plans prepared by CivWorks Consulting LLC revised November 7, 2012
    a. Sheet C4.0 - Site Dimensional and Paving Plan a copy of which is attached hereto as Exhibit "G"
    b. Sheet C5.0 - Site Utility Plan
    c. Sheet C6.0 Site Grading Plan

d. Sheets C7.0 to C7.2 - Site Sedimentation and Erosion Control Plans
e. Sheet C8 – Taft Avenue Layout and Typical Cross Sections
f. Sheets C9.0 to C9.2 – Taft Avenue Plans and Profile
g. Sheets C10 to C10.4 – Taft Avenue Cross Sections
h. Sheets C11 to C11.2 – Construction Details
i. Sheet C12 – General Conditions and Detailed Specifications

14. Landscape Plan prepared by M&M Design revised October 23, 2012
15. Landscape Plan II prepared by M&M Design revised October 23, 2012
16. Tree Survey Exhibit prepared by CivWorks Consulting LLC revised September 17, 2012
17. Rooftop Equipment Plan prepared by OKW Architects dated September 14, 2012
18. Trash Enclosure, Trellis and Monument Sign Details prepared by OKW Architects dated November 20, 2012.
19. Plan of Outdoor Storage at Loading Area dated November 8, 2012 a copy of which is attached hereto as Exhibit "H"
20. Plan of Outdoor Merchandise Area dated October 12, 2012 a copy of which is attached hereto as Exhibit "I"
21. Lithonia Lighting KAD and SSA Parking Lot Light Fixture and Pole Cut Sheets (no date)
22. Lithonia Lighting WST Building Light Fixture Cut Sheet
23. Gotham 8" CFVL Front Building Façade Light Fixture Cut Sheet
24. Taft Avenue Sternberg 1130A LED/1130B LED Ripon Series Light Fixture Cut Sheets (8 sheets)
25. Photometric Plan prepared by CivWorks Consulting LLC revised November 7, 2012
26. Siena Stone Retaining Wall Cut Sheets
27. Roosevelt Road Streetscape Paver Cut Sheets
28. Traffic Impact Study prepared by KLOA dated November 1, 2012
29. Stormwater Management Report prepared by CivWorks Consulting, LLC revised October 12, 2012.

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

B. That the landscaping in the northern Taft Avenue right-of-way be maintained by the owner of the shopping center.

C. That the property landscaping shall be modified to follow the Village guidelines regarding tree diversity. In particular, the petitioner shall work with the Village to diversify the species of trees proposed along Roosevelt Road.

D. That the utilitarian elements on the building, such as man-doors, vents, downspouts and other similar items shall be painted to match the building to minimize their appearance.

E. That the awnings shall be as shown on the plans with the exception that different color awnings of the owners choice shall be permitted on the far ends of the building to reflect the branding of the tenants provided that such awnings are a solid color, the same design and made of the same material as the awnings for the other secondary tenant spaces in the shopping center. If at some point in the future, the owner of the shopping center wishes to change the green and white striped anchor tenant awnings or the other green awnings shown on the plans, such a change may be

reviewed and approved by Village staff provided that the total number of awnings colors for the project does not exceed four and the proposed colors blend with the building's color palette in accordance with Appearance Review Guideline 1.8.2

F. The petitioner shall make a good faith effort to establish cross access with the properties to the east and west at such time as those properties may be redeveloped.

G. The property ownership shall make their best efforts to ensure that garbage pick-up behind Shops B occurs during off-hours when the drive-thru is closed.

H. Prior to the issuance of any permits, the petitioner shall submit written confirmation from the owner of the Control'd property to the east that they have permission to enter this property and make the improvements shown on the plans.

I. Materials in the outdoor storage area behind Shops A shall not be stacked above the height of the screening wall.

J. A restaurant shall not use the drive-thru on the east end of the building unless a traffic study is submitted and the resulting impacts are deemed acceptable by Village staff. If Village staff denies the request, an application for an amendment to the Special Use Permit for the drive-thru may be applied for.

K. A minimum of 123 parking spaces shall be maintained on the Glen Ellyn side of the property unless cross access is provided with the property to the east at some time in the future in which case the number of parking spaces eliminated shall not be more than 7, so the minimum number of onsite parking spaces is not reduced beyond 116.

L. A parking easement shall be established over no less than 33 parking spaces in the western Wheaton parking to ensure that a minimum of 149 parking spaces are available to the building at all times.

M. That the only uplighting permitted for the project shall be for the wall mounted fixtures proposed on the front building façade and such uplighting shall be kept subtle so as to highlight the architecture of the building and terminate at or near the top of the building.

N. Prior to the issuance of any building permits, the Plat of Consolidation for 285 Roosevelt Road and the Plats of Dedication for Taft Avenue approved by Ordinance No. _____ shall be executed and recorded with the DuPage County Recorder of Deeds.

O. The maximum number of combined seats for any sit down restaurants on the property shall be limited to 105, unless the petitioner can show that the required number of combined parking spaces for the various tenants in the building would not otherwise exceed 156, which is the number of required parking spaces for project.

**Section Four**: The Building and Zoning Official is hereby authorized to issue all necessary building and occupancy permits pursuant to the special use permits, zoning variations, sign

variations and exterior appearance approved herein, provided that all the conditions set forth hereinabove have been met and that the applicant complies with all other applicable laws and ordinances of the Village of Glen Ellyn. This grant of approval of the aforementioned requests shall expire and become null and void within 24 months of the date of this Ordinance unless an occupancy permit is applied for within said time period, provided, however, that the Village Board, by motion, may extend the period during which an occupancy 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.

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

**Section Six**: 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.

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

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

**Ayes:**

**Nays:**

**Absent:**

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

_____
Village President of the
Village of Glen Ellyn, Illinois

**Attest**:

_____
Village Clerk of the
Village of Glen Ellyn, Illinois

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

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**EXHIBIT "D"**

285 ROOSEVELT ROAD
FINDINGS OF FACT FOR SPECIAL USE PERMITS,
ZONING VARIATIONS AND SIGN VARIATIONS

A. In regard to the requested special use permits the Village Board hereby finds that:

1. The proposed uses will be harmonious and in accordance with the general objectives, or within a specific objective of the Comprehensive Plan and/or Zoning Code because a drive-thru, outdoor storage and outdoor merchandise are all permitted in the C3 district with the approval of a special use permit.

2. The proposed uses 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 the proposed uses will not change the essential character of the same area because the proposed drive-thru will be designed and constructed to be harmonious with the rest of the proposed development and its construction and use will not change the essential character of the neighborhood. The outdoor storage area will be self contained within the development and will be screened from view and the outdoor merchandise areas will be contained to the east and west of the main anchor tenant entrance and similar outdoor merchandise areas have been permitted for other establishments along Roosevelt Road.

3. The proposed uses will not be hazardous or disturbing to existing or future neighborhood uses because the proposed drive-thru, outdoor storage area and outdoor merchandise areas will be self contained within the development and the proposed outdoor storage area will be screened by a masonry wall.

4. The proposed uses 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 because the proposed drive-thru, outdoor storage area and outdoor merchandise areas will be self contained within the development. Drainage and refuse disposal will be provided privately by the developer, and the property will be adequately and easily served by the essential public facilities and services due to the property's proximity to Taft Avenue and Roosevelt Road.

5. The proposed uses 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 drive-thru, outdoor storage area and outdoor merchandise areas will not create any additional requirements for public facilities and services at public cost and the proposed drive-thru and outdoor merchandise areas should have a positive impact on the economic welfare of the Village.

6. The proposed uses 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 drive-thru facility, outdoor storage area and outdoor merchandise areas will not involve the use of any materials, processes or equipment that would be detrimental to the general welfare. There will be no excessive production of traffic from the drive-thru and the outdoor storage area will be for cardboard storage only.

7. The proposed uses 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 drive-thru facility, outdoor storage area and outdoor merchandise areas will be completely contained within the private development and will not create an undue interference with traffic on surrounding public streets or roads. The outdoor storage area will be readily accessible to trucks and the drive-thru has been designed to provide access for garbage trucks that will need to pass through this area.

8. The proposed uses will not increase the potential for flood damage to adjacent property or require additional public expense for flood protection, rescue or relief because the project is being constructed in accordance with the DuPage County Stormwater and Floodplain Ordinance and the proposed drive-thru, outdoor storage and outdoor merchandise areas will not increase the potential for flood damage to adjacent properties, or require any additional public expense for flood protection rescue or relief.

9. The proposed uses will not result in the destruction, loss or damage to natural, scenic or historic features of major importance to the community because there is no natural, scenic or historic feature of major importance to the community on the property.

B. In regard to requested zoning variations, the Village Board makes the following findings of fact:

1. The requested variations will not alter the essential character of the locality because similar variations have been granted for other properties in the same zoning district. In addition, the property south of the site is currently used for recreational and open space purposes, is zoned CR Conservation Recreation zoning district and is not likely to be further developed in the future. Therefore, the requested building, accessory structure and impervious setbacks along the rear property line should not have minimal impact on adjacent properties and should not alter the essential character of the locality.

2. The petitioner has demonstrated a practical difficulty and particular hardship as a result of adhering to the strict letter of the regulations of the Zoning Code because due to the depth and size of the property the project would not be feasible without many of the requested variations. Furthermore, the regulations for a number of the requested accessory structure variations including the trellis and retaining wall were not established with commercial projects in mind.

3. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located because due to the depth of the property it would not be possible to obtain a reasonable return if the requested variations were not approved. It would be difficult to construct the required building square footage and required parking spaces if strict adherence to the Zoning Code was followed.

4. The plight of the owner is due to unique circumstances because the project site extends over a municipal boundary and the property directly south of the site is zoned CR Conservation Recreation zoning district.

5. The purpose of the variations are not based exclusively upon a desire to make more money out of the property in question because the purpose of the variations is to create the best possible redevelopment of this vacant piece of property and make a reasonable return. The requested variations will result in a better development not just one that would return more money to the applicant.

6. Granting of the variations will not pose any detrimental effects to the public welfare or be injurious to other property in the neighborhood. The improvements will have a positive impact on the neighborhood in that they will remove a vacant property and re-establish a connection between Wheaton and Glen Ellyn by way of Taft Avenue.

7. The requested variations will not have any adverse effects on the supply of light and air to adjacent properties.

8. The requested variations will not cause a substantial increase in the hazard from fire or other dangers to the property in question or adjacent property.

9. The requested variations will not impair the public health, safety, comfort, morals or general welfare of the inhabitants of the Village.

10. The requested variations will not diminish or impair property values. The development will actually have a positive impact on property values in that it will remove a blighted vacant property and replace it with a new development and a public road connection between Wheaton and Glen Ellyn.

C. In regard to the requested sign variations, the Village Board hereby makes the following findings of fact:

1. The requested variations comply with the purpose of the Glen Ellyn Sign Code because the proposed signs will serve the primary purpose of helping people find what they need without difficultly or confusion. Furthermore, the variations are needed in order to satisfy the purpose that the signs be considered accessory components of an overall composition of architectural elements, not as freestanding or dominant elements by themselves.

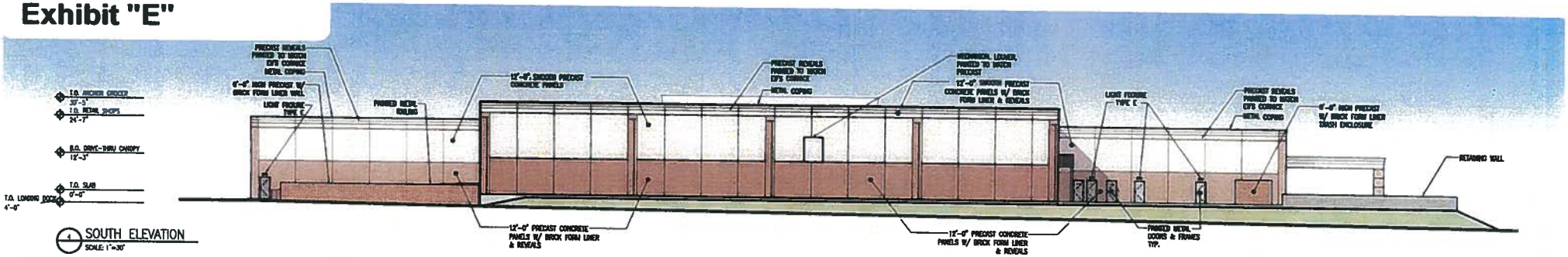
2. If granted, the requested variations, will not alter the essential character of the locality because the signs have been designed to be accessory components of the overall architectural design of the proposed building.

3. The petitioner has demonstrated a practical difficulty in adhering to the strict regulations of the Sign Code because the proposed building architectural elements insist on variations in order to have the signs serve as accessory components and part of an overall design. A second difficulty is the distance of the building from the primary access road. This distance creates the need for sign variations in order to meet the purpose of making signage visible enough to help people find what they need without difficulty or confusion; and

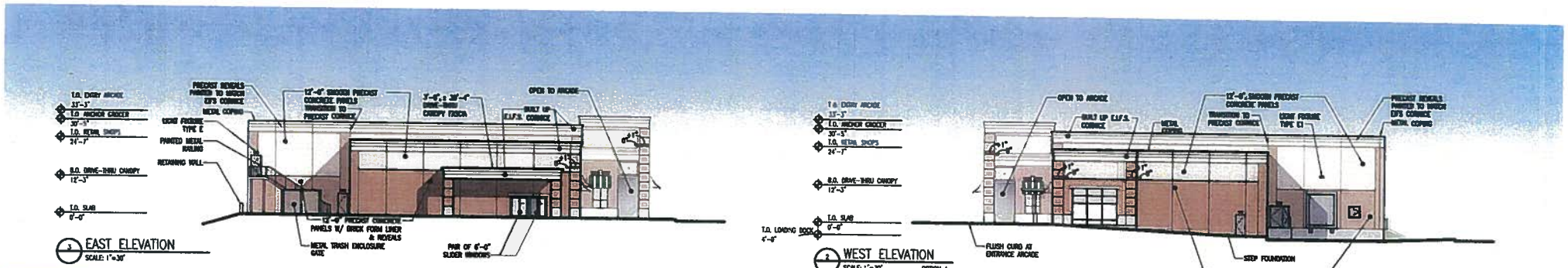
4. The plight of the owner is due to unique circumstances because the building is located approximately 140 feet away from the primary access road.

X:\Plandev\PLANNING\DEVELOPMENT PROJECTS\Roosevelt\Roosevelt 285\Roosevelt285, Fresh Market\Findings.doc

# Exhibit "E"




4 SOUTH ELEVATION
SCALE: 1"=30'




3 EAST ELEVATION
SCALE: 1"=30'

2 WEST ELEVATION
SCALE: 1"=30' OPTION A

1 NORTH ELEVATION
SCALE: 1"=30'

BUILDING ELEVATIONS
SCALE: 1" = 30'-0" @ 11"x17"

0 10 25 50'-0"

RETAIL DEVELOPMENT

GLEN ELLYN, IL

OPUS THE OPUS GROUP

vequity real estate, redefined

Wolf Pack SUSTAINABLE Land Development Services

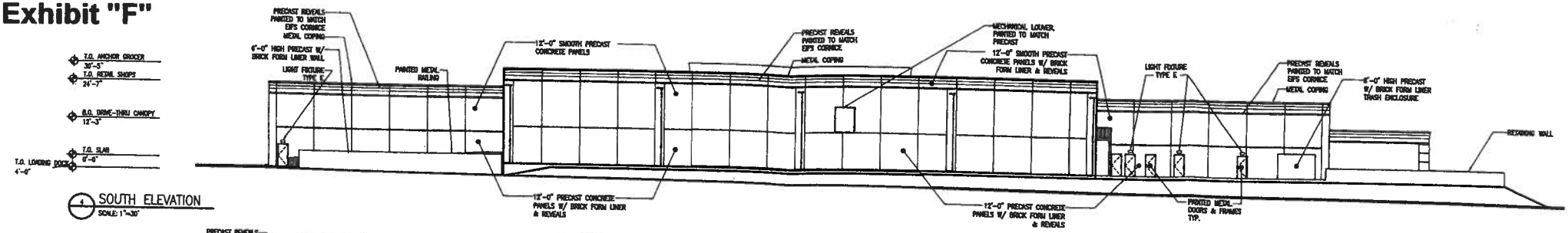
CIVWORKS Consulting, LLC

OKW Architects

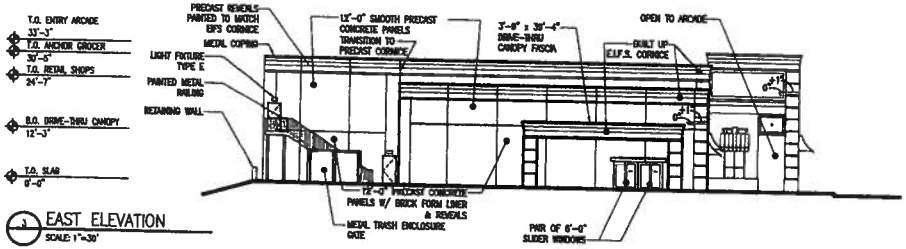
DATE: OCTOBER 31, 2012

PROJECT NUMBER: 12004

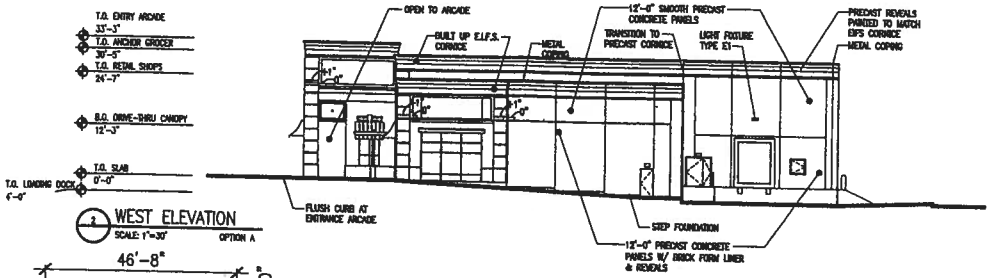
# Exhibit "F"



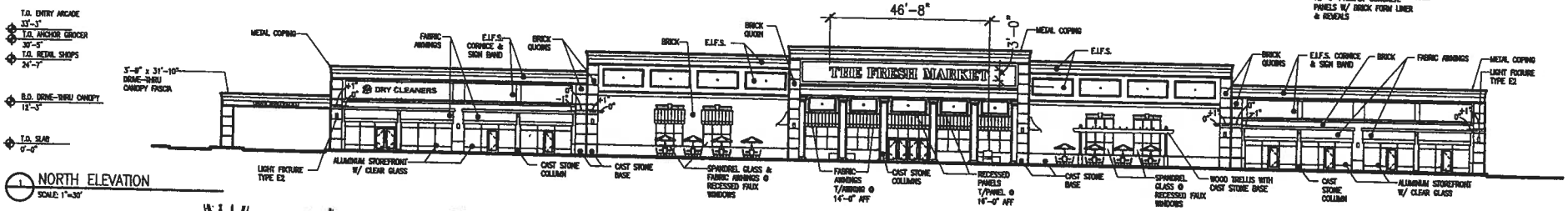

SOUTH ELEVATION
SCALE: 1"=30'



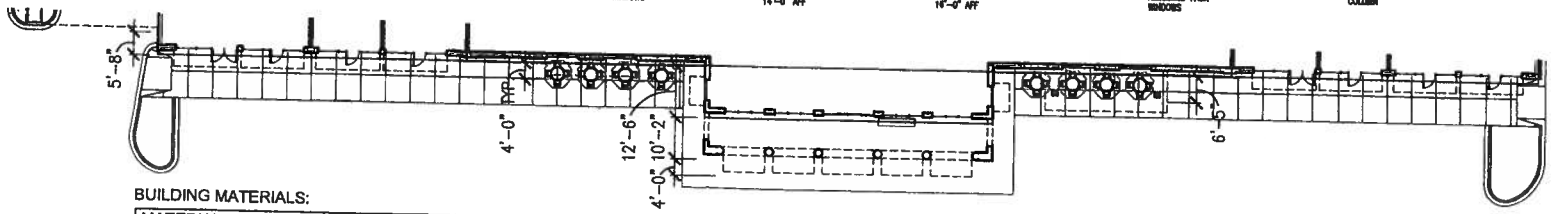

EAST ELEVATION
SCALE: 1"=30'




WEST ELEVATION
SCALE: 1"=30'
OPTION A




NORTH ELEVATION
SCALE: 1"=30'




BUILDING MATERIALS:

| MATERIAL | SOURCE/TO MATCH | COLOR |
|---|---|---|
| BRICK | GLEN-GERY | AUTUMN HAZE CLASSIC |
| EIFS | SHERWIN WILLIAMS | SW 6098 PACER WHITE |
| CAST STONE | RENAISSANCE | NUTMEG |
| STOREFRONT | EFCO | MESA BROWN |
| PRECAST, BRICK | BENJAMIN MOORE | 2103-30 PEATMOSS |
| WOOD TRELLIS | BENJAMIN MOORE | FRESH BREW STAIN |
| PRECAST, SMOOTH | SHERWIN WILLIAMS | SW 6098 PACER WHITE |
| COPINGS | SHERWIN WILLIAMS | SW 6098 PACER WHITE |

| MATERIAL | SOURCE/TO MATCH | COLOR |
|---|---|---|
| STORE AWINGS | SUNBRELLA | VARIES |
| FRESH MARKET AWNINGS | CUSTOM | GREEN AND WHITE |
| PAINTED METAL | EFCO | MESA BROWN |

BUILDING ELEVATIONS
SCALE: 1" = 30'-0" @ 11"x17"
0 10 25 50'-0"

RETAIL DEVELOPMENT

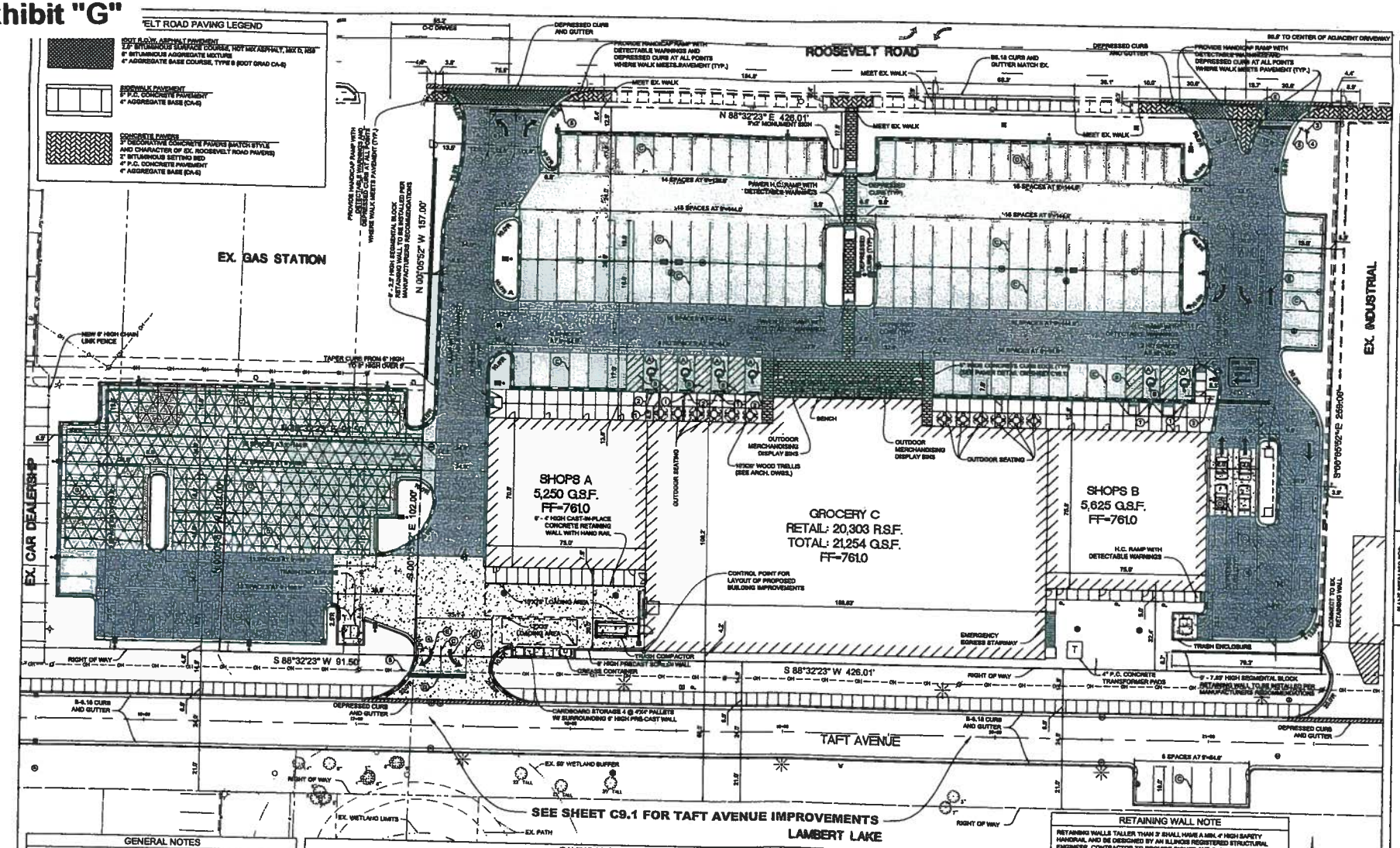
GLEN ELLYN, IL

OKW Architects

DATE: OCTOBER 31, 2012

PROJECT NUMBER: 12004

# Exhibit "G"




REVISIONS

| | | |
|---|---|---|
| 4 | 11/07/13 | REVISED PER VILLAGE OF GLEN ELLYN REVIEW |
| 3 | 10/22/13 | REVISED PER CITY OF WHEATON REVIEW |
| 2 | 10/11/13 | REVISED PER VILLAGE OF GLEN ELLYN AND DOT REVIEW |
| 1 | 09/17/13 | REVISED PER VILLAGE OF GLEN ELLYN REVIEW |

CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS

CIVWORKS Consulting, LLC

PLANS PREPARED FOR:

VEQUITY, LLC
1400 16TH STREET, SUITE 370
OAK BROOK, IL
(630) 413-9900

SITE DIMENSIONAL AND PAVING PLAN

285 ROOSEVELT ROAD / TAFT AVENUE

GLEN ELLYN / WHEATON, IL

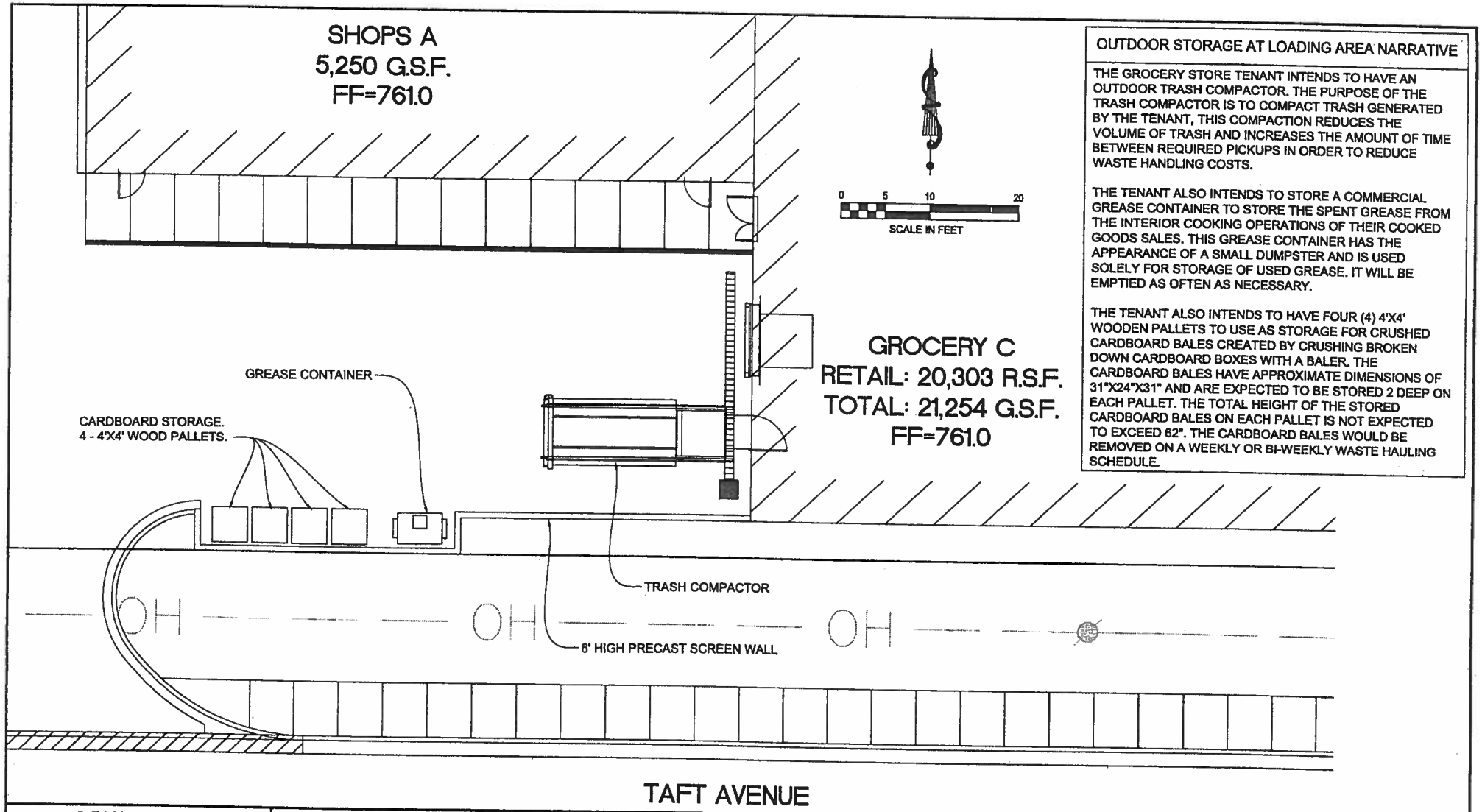
| | |
|---|---|
| PROJ. MGR.: | CP |
| PROJ. ENG.: | CP |
| DRAWN BY: | |
| DATE: | 07-31-2012 |
| SCALE: | 1"=20' |

SHEET NO.

C4.0

REVIEW SET - PENDING APPROVAL - NOT FOR CONSTRUCTION

# Exhibit "H"




## OUTDOOR STORAGE AT LOADING AREA NARRATIVE

THE GROCERY STORE TENANT INTENDS TO HAVE AN OUTDOOR TRASH COMPACTOR. THE PURPOSE OF THE TRASH COMPACTOR IS TO COMPACT TRASH GENERATED BY THE TENANT, THIS COMPACTION REDUCES THE VOLUME OF TRASH AND INCREASES THE AMOUNT OF TIME BETWEEN REQUIRED PICKUPS IN ORDER TO REDUCE WASTE HANDLING COSTS.

THE TENANT ALSO INTENDS TO STORE A COMMERCIAL GREASE CONTAINER TO STORE THE SPENT GREASE FROM THE INTERIOR COOKING OPERATIONS OF THEIR COOKED GOODS SALES. THIS GREASE CONTAINER HAS THE APPEARANCE OF A SMALL DUMPSTER AND IS USED SOLELY FOR STORAGE OF USED GREASE. IT WILL BE EMPTIED AS OFTEN AS NECESSARY.

THE TENANT ALSO INTENDS TO HAVE FOUR (4) 4'X4' WOODEN PALLETS TO USE AS STORAGE FOR CRUSHED CARDBOARD BALES CREATED BY CRUSHING BROKEN DOWN CARDBOARD BOXES WITH A BALER. THE CARDBOARD BALES HAVE APPROXIMATE DIMENSIONS OF 31"X24"X31" AND ARE EXPECTED TO BE STORED 2 DEEP ON EACH PALLET. THE TOTAL HEIGHT OF THE STORED CARDBOARD BALES ON EACH PALLET IS NOT EXPECTED TO EXCEED 62". THE CARDBOARD BALES WOULD BE REMOVED ON A WEEKLY OR BI-WEEKLY WASTE HAULING SCHEDULE.

REVISIONS

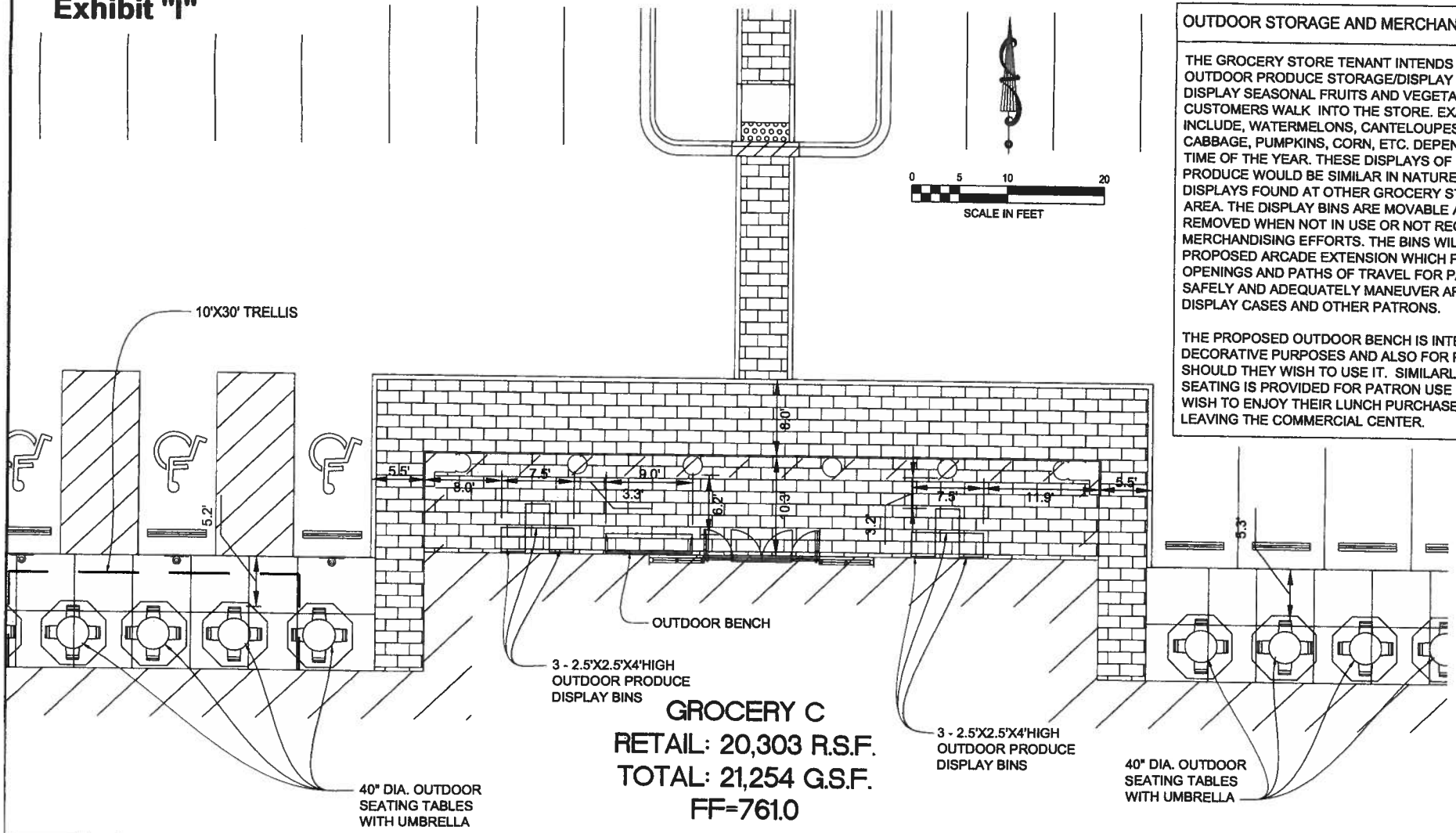
CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS
CIVWORKS Consulting, LLC
2837 W. LYNDALE, UNIT 1A
CHICAGO, ILLINOIS 60647
Ph: (312) 637-9570
Fax: (312) 637-9454
E-mail: info@civworks.com
Web: www.civworks.com

OUTDOOR STORAGE AT LOADING AREA
285 ROOSEVELT ROAD / TAFT AVENUE
GLEN ELLYN / WHEATON, IL

SHEET NO. OSL-1

| DRAWN BY: | OP | DATE: | 11-08-12 | SCALE: | 1"=10' | PROJ. MGR.: | OP | PROJECT #: | 11004 |
|---|---|---|---|---|---|---|---|---|---|

**Exhibit "I"**




## OUTDOOR STORAGE AND MERCHANDISE NARRATIVE

THE GROCERY STORE TENANT INTENDS TO INCORPORATE OUTDOOR PRODUCE STORAGE/DISPLAY BINS IN ORDER TO DISPLAY SEASONAL FRUITS AND VEGETABLES AS CUSTOMERS WALK INTO THE STORE. EXAMPLES WOULD INCLUDE, WATERMELONS, CANTELOUPES, APPLES, CABBAGE, PUMPKINS, CORN, ETC. DEPENDING ON THE TIME OF THE YEAR. THESE DISPLAYS OF OUTDOOR PRODUCE WOULD BE SIMILAR IN NATURE TO OUTDOOR DISPLAYS FOUND AT OTHER GROCERY STORES IN THE AREA. THE DISPLAY BINS ARE MOVABLE AND COULD BE REMOVED WHEN NOT IN USE OR NOT REQUIRED FOR MERCHANDISING EFFORTS. THE BINS WILL BE BELOW THE PROPOSED ARCADE EXTENSION WHICH PROVIDES MANY OPENINGS AND PATHS OF TRAVEL FOR PATRONS TO SAFELY AND ADEQUATELY MANEUVER AROUND THE DISPLAY CASES AND OTHER PATRONS.

THE PROPOSED OUTDOOR BENCH IS INTENDED FOR DECORATIVE PURPOSES AND ALSO FOR PATRON USE, SHOULD THEY WISH TO USE IT. SIMILARLY THE OUTDOOR SEATING IS PROVIDED FOR PATRON USE SHOULD THEY WISH TO ENJOY THEIR LUNCH PURCHASES PRIOR TO LEAVING THE COMMERCIAL CENTER.

| REVISIONS | |
|---|---|
| | |
| | |
| | |
| | |
| | |


CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS

CIVWORKS Consulting, LLC

2837 W. LYNDALE, UNIT 1A
CHICAGO, ILLINOIS 60647
Ph: (312) 637-9570
Fax: (312) 637-9454
E-mail: info@civworks.com
Web: www.civworks.com


# OUTDOOR STORAGE AND MERCHANDISING

285 ROOSEVELT ROAD / TAFT AVENUE

GLEN ELLYN / WHEATON, IL

| DRAWN BY: | OP | DATE: | 10-12-12 | SCALE: | 1"=10' | PROJ. MGR.: | OP |
|---|---|---|---|---|---|---|---|

SHEET NO. **OSM-1**

PROJECT #: 11004

**Village Of Glen Ellyn**

---

**Ordinance No. _____**

**An Ordinance Accepting the Dedication of Public Right-of-Way to Accommodate the Construction of Taft Avenue between Lambert Road and Lorraine Street 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 Accepting the Dedication of Public Right-of-Way to Accommodate the Construction of Taft Avenue between Lambert Road and Lorraine Street Glen Ellyn, IL 60137**

**Whereas**, a new shopping center is proposed on property located at 285 Roosevelt Road; and

**Whereas,** as part of the development, Taft Avenue is to be constructed behind the property between Lambert Road and Lorraine Street; and

**Whereas,** in order to accommodate the construction of Taft Avenue, right-of-way will need to be dedicated to both the Village of Glen Ellyn and the City of Wheaton; and

**Whereas**, the Village of Glen Ellyn will need to accept right-of-way from three different property owners, one of which is the Village; to accommodate the construction of Taft Avenue on Glen Ellyn's side of the municipal boundary; and

**Whereas,** the right-of-way being dedicated to the Village is part of the previously vacated Taft Avenue and is now being dedicated back to the Village; and

**Whereas,** the southern 33 to 45.01 feet of the property commonly known as 285 Roosevelt Road to be dedicated to the Village of Glen Ellyn as right-of-way is depicted on the Plat of Consolidation prepared by Nelson Surveyors, LLC dated August 23, 2012, a copy of which is attached hereto as ***Exhibit "A"*** and is legally described as follows:

> THE NORTH ½ OF VACATED TAFT AVENUE LYING SOUTH OF AND ADJOINING LOTS 16, 17, 18, 19, 20, AND 21 IN BLOCK 34 IN WHEATON ESTATES, BEING A SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT 182391 IN DUPAGE COUNTY, ILLINOIS; and

**Whereas,** the southern 33 feet of property commonly known as 299 Roosevelt Road to be dedicated to the Village of Glen Ellyn as right-of-way is depicted on the Plat of Dedication prepared

by Nelson Surveyors, LLC dated August 23, 2012, a copy of which is attached hereto as ***Exhibit "B"*** and is legally described as follows:

> OF PART OF THE NORTH HALF OF VACATED TAFT AVENUE LYING BETWEEN THE WEST LINE OF LOT 22 EXTENDED SOUTH AND THE EAST LINE OF LOT 23 EXTENDED SOUTH IN BLOCK 34 IN WHEATON ESTATES, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT 182391, IN DUPAGE COUNTY, ILLINOIS; and

**Whereas,** the northern 33 to 21 feet of Lambert Lake owned by the Village of Glen Ellyn to be dedicated as right-of-way is depicted on the Plat of Dedication prepared by Nelson Surveyors, LLC dated August 23, 2012, a copy of which is attached hereto as ***Exhibit "C"*** and is legally described as follows:

> OF THAT PART OF THE SOUTH HALF OF VACATED TAFT AVENUE LYING EAST OF THE CENTER LINE OF VACATED OTT AVENUE AND LYING WEST OF THE EAST LINE OF LOT 23 IN BLOCK 34, IN WHEATON ESTATES, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT 182391, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF VACATED OTT AVENUE WITH THE SOUTH LINE OF THE NORTH 12 FEET OF THE SOUTH 33 FEET OF SAID VACATED TAFT AVENUE; THENCE NORTH 88 DEGREES 32 MINUTES 23 SECONDS EAST ALONG SAID LINE BEING THE SOUTH LINE OF THE NORTH 12 FEET OF THE SOUTH 33 FEET OF SAID VACATED TAFT AVENUE FOR A DISTANCE OF 90.01 FEET TO THE EAST LINE OF LOT 15 IN BLOCK 34 EXTENDED SOUTH; THENCE NORTH 00 DEGREEES 05 MINUTES 52 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 15 IN BLOCK 34 EXTENDED SOUTH FOR A DISTANCE OF 12 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 33 FEET OF SAID VACATED TAFT AVENUE, SAID LINE ALSO BEING THE NORTH LINE OF THE SOUTH HALF OF SAID VACATED TAFT AVENUE; THENCE NORTH 88 DEGREES 32 MINUTES 23 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID VACATED TAFT AVENUE FOR A DISTANCE OF 469.31 FEET TO THE EAST LINE OF SAID LOT 23 EXTENDED SOUTH; THENCE SOUTH 00 DEGREES 05 MINUTES 52 SECONDS EAST OF SAID LOT 23 EXTENDED SOUTH FOR A DISTANCE OF 33.01 FEET TO THE SOUTH LINE OF SAID VACATED TAFT AVENUE; THENCE SOUTH 88 DEGREES 32 MINUTES 23 SECONDS WEST ALONG THE SOUTH LINE OF SAID VACATED TAFT AVENUE FOR A DISTANCE OF 559.31 FEET TO THE CENTER LINE OF SAID VACATED OTT AVENUE; THENCE NORTH 00 DEGREES 05 MINUTES 52 SECONDS WEST ALONG

THE CENTER LINE OF SAID OTT AVENUE FOR A DISTANCE OF 21.01 FEET TO THE POINT OF BEGINNING, IN DUPAGE COIUNTY, ILLINOIS; and

**Whereas,** the President and Board of Trustees deem it to be in the best interest of the Village of Glen Ellyn to accept the above described right-of-way dedications in order to accommodate the construction of Taft Avenue.

**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 preamble paragraphs set forth herein above are hereby made a part of this Ordinance.

**Section Two:** The President and Board of Trustees hereby accept the public right-of-way for Taft Avenue as legally described herein above and depicted on the Plats attached hereto as ***Exhibits "A-C".***

**Section Three:** The Village Clerk is hereby authorized and directed to cause said Plats to be recorded with the Recorder of Deeds of DuPage County, upon the proper execution of the same on behalf of all the parties, together with a certified copy of this Ordinance accepting the public right-of-way dedications for Taft Avenue on behalf of the Village of Glen Ellyn.

**Section Four**: 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\Roosevelt\Roosevelt 285\Roosevelt285, Fresh Market\Ordinance Taft Dedication.doc

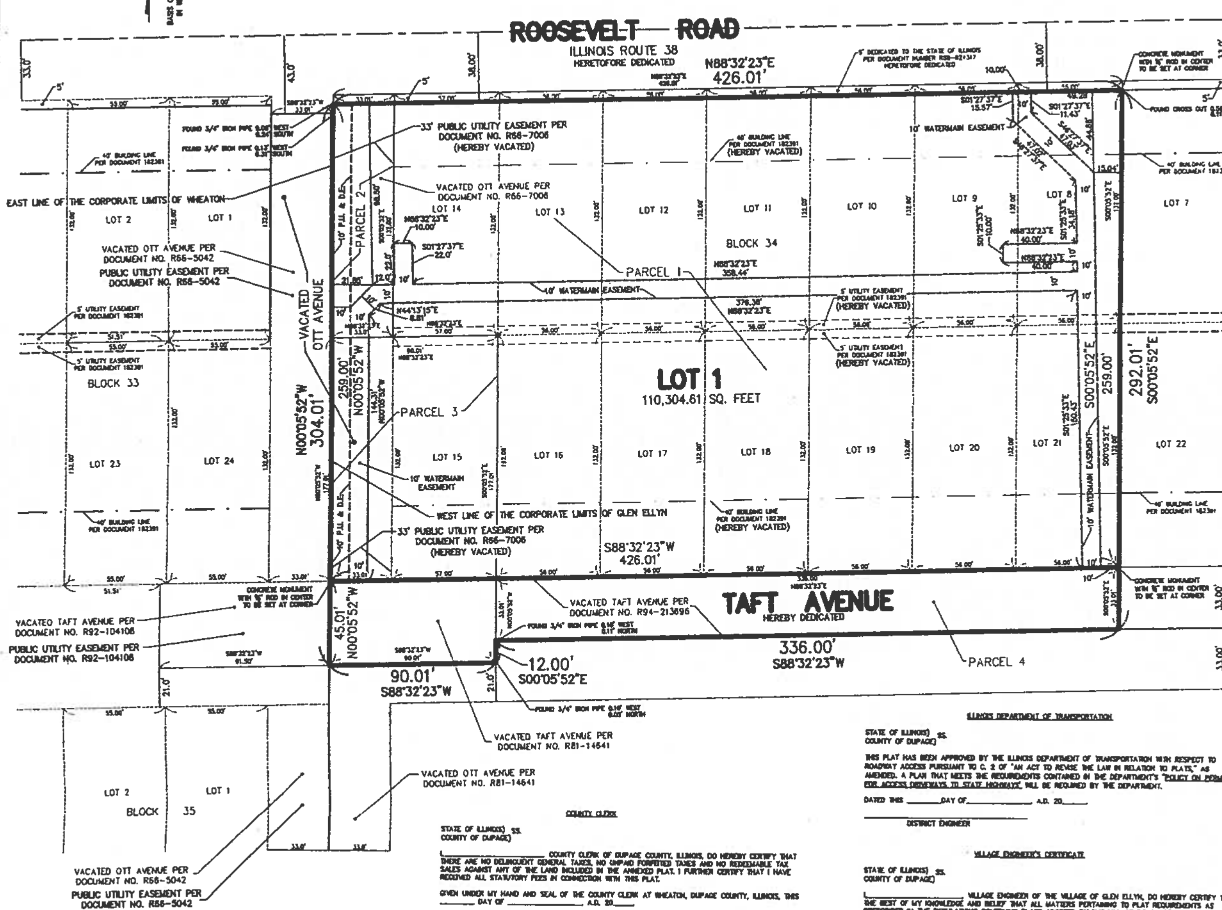
# Exhibit "A"

NELSON SURVEYORS, LLC
418 S. CASS AVENUE
WESTMONT, ILLINOIS 60559
NELSONSURVEYORSLLC.COM
(630) 435-6530 OFFICE
(630) 435-6532 FAX

# FRESH MARKET EAST
# PLAT OF CONSOLIDATION

OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-22-201-001-0000
PIN: 05-22-201-034-0000
PART OF PIN: 05-22-201-024-0000




## ILLINOIS DEPARTMENT OF TRANSPORTATION

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO C. 2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS," AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

DATED THIS ________ DAY OF ______________, A.D. 20____

______________________________
DISTRICT ENGINEER

## COUNTY CLERK

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

I, ______________________ COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THIS PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT WHEATON, DUPAGE COUNTY, ILLINOIS, THIS ________ DAY OF ______________, A.D. 20____

______________________________
COUNTY CLERK

## COUNTY RECORDER

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE ________ DAY OF ______________ A.D. 20____ AT ________ O'CLOCK ___M. AS DOCUMENT NUMBER ____________

______________________________
COUNTY RECORDER

## VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

I, ______________________, VILLAGE ENGINEER OF THE VILLAGE OF GLEN ELLYN, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT ALL MATTERS PERTAINING TO PLAT REQUIREMENTS AS PRESCRIBED IN THE REGULATIONS GOVERNING PLATS ADOPTED BY THE VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, ILLINOIS, INSOFAR AS THEY PERTAIN TO THE SUBJECT PLAT, HAVE BEEN COMPLIED WITH. I FURTHER CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE REQUIRED PERFORMANCE SECURITY IS POSTED FOR THE COMPLETION OF THE IMPROVEMENTS COVERING SANITARY SEWERAGE SYSTEM AND DOMESTIC WATER SUPPLY AND TRANSMISSION SYSTEM UNDER THE JURISDICTION OF THE VILLAGE OF GLEN ELLYN, BASED ON ENGINEER'S PLANS AND SPECIFICATIONS PREPARED BY A LICENSED ENGINEER AND APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION.
EXCEPT: ______________________. I FURTHER CERTIFY THAT THE STREET NAMES HAVE BEEN EXAMINED BY ME AND FOUND TO COMPLY WITH THE VILLAGE OF GLEN ELLYN REGULATIONS.

DATED AT GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS ________ DAY OF ______________, A.D. 20____.

______________________________
VILLAGE ENGINEER

## VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

APPROVED BY THE PRESIDENT AND VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS ________ DAY OF ______________, A.D. 20____.

SIGNED ______________________ ATTEST ______________________
PRESIDENT VILLAGE CLERK

I, ______________________, VILLAGE CLERK OF THE VILLAGE OF GLEN ELLYN, ILLINOIS, DO HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND BY ORDINANCE DULY APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, AT ITS MEETING HELD ON ______________ A.D. 20____. IN WITNESS WHEREOF I HAVE HEREUNTO SET THE SEAL OF THE VILLAGE OF GLEN ELLYN, ILLINOIS.

______________________________
VILLAGE CLERK

## OWNER'S CERTIFICATE

STATE OF ILLINOIS )
COUNTY OF DU PAGE) SS.

THIS IS TO CERTIFY THAT ______________________ IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND CONSOLIDATED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

I HEREBY DEDICATE FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, ALLEYS, AND FACILITIES; AND I HEREBY ALSO RESERVE FOR THAT COMPANY OF COMPANIES WHICH HAVE BEEN GRANTED BY THE VILLAGE OF OTHER ENTITIES WITH THE POWER TO DO SO, FRANCHISES WITHIN THE VILLAGE FOR UTILITY SERVICES, INCLUDING NATURAL GAS, ELECTRICITY, TELEPHONE, WATER, SEWER, CABLE AND OTHER SIMILAR ENTITIES THE EASEMENT PROVISIONS, WHICH ARE STATED ON THEIR STANDARD FORM, WHICH IS ATTACHED HERETO.

THIS IS TO CERTIFY, ______________________, AS OWNER OF THE PROPERTY DESCRIBED HEREON AND LEGALLY DESCRIBED ON THE PLAT, THAT I HAVE DETERMINED TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE SUBJECT LOT LIES WITHIN THE BOUNDARIES OF THE DISTRICT 87 HIGH SCHOOL DISTRICT AND DISTRICT 89 ELEMENTARY SCHOOL DISTRICT, IN DUPAGE COUNTY, ILLINOIS.

BY: ______________________________
OWNER

## NOTARY CERTIFICATE

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

I, ______________________, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT ______________________ AS OWNER, IS PERSONALLY KNOWN BY ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE HAS SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL, THIS ________ DAY OF ______________, A.D. 20____

______________________________
NOTARY PUBLIC

## CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

I, ______________________ VILLAGE COLLECTOR OF THE VILLAGE OF GLEN ELLYN, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY-DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT. PLAT.

DATED AT GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS ________ DAY OF ______________, A.D. 20____.

______________________________
VILLAGE COLLECTOR

## PLAN COMMISSION

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS ________ DAY OF ______________ A.D. 20____

______________________________
PLAN COMMISSION CHAIRMAN

ATTEST ______________________________
RECORDING SECRETARY

## PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

THE UNDERSIGNED OWNER OF RECORD ("GRANTOR") HEREBY GRANTS TO AND RESERVES NON-EXCLUSIVE, PERPETUAL EASEMENTS FOR THE VILLAGE OF GLEN ELLYN, THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND THE FOLLOWING PUBLIC UTILITY COMPANIES (COLLECTIVELY, "GRANTEE") OPERATING UNDER FRANCHISES FROM THE VILLAGE OF GLEN ELLYN: COMMONWEALTH EDISON COMPANY, AT&T, NICOR, COMCAST CABLE, WIDE OPEN WEST, OVER ALL AREAS ("EASEMENT AREAS") MARKED "PUBLIC UTILITIES AND DRAINAGE EASEMENT" AND THOSE AREAS DESIGNATED "P.U. & D.E." ON THE PLAT OF CONSOLIDATION FOR THE RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, INCLUDING OVERLAND DRAINAGE, STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED REASONABLY NECESSARY GRANTEE, OVER, UPON, ALONG, UNDER AND THROUGH THE EASEMENT, AREAS, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY AS MAY BE REASONABLY AND TEMPORARILY NECESSARY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN AND TRIM OR REMOVE ANY FENCES, TEMPORARY STRUCTURES, TREES, SHRUBS, OR OTHER PLANTS AS MAY BE REASONABLY REQUIRED INCIDENT TO EXERCISE OF THE RIGHTS HEREIN GRANTED. ALL UTILITY FACILITIES INSTALLED PURSUANT TO THE FOREGOING GRANT SHALL BE UNDERGROUND. NO PERMANENT BUILDINGS OR STRUCTURES SHALL BE PLACED ON THE EASEMENT AREAS WHICH WOULD DIMINISH THE UTILITY OF THE EASEMENTS HEREIN GRANTED IN ANY MATERIAL RESPECT, BUT SAID EASEMENT, AREAS MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT INTERFERE IN ANY MATERIAL RESPECT WITH THE EASEMENTS HEREIN GRANTED. THE UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES OF THE VILLAGE OF GLEN ELLYN AND TO VILLAGE APPROVAL AS TO DESIGN AND LOCATION.

GRANTOR ALSO GRANTS TO AND RESERVES NON-EXCLUSIVE PERPETUAL EASEMENTS FOR THE VILLAGE OF GLEN ELLYN OVER THE EASEMENT AREAS FOR INGRESS, EGRESS, AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES AND MAINTENANCE AND EMERGENCY AND ROUTINE POLICE, FIRE, AND OTHER PUBLIC SAFETY RELATED SERVICES AS MAY BE REASONABLY AND TEMPORARILY NECESSARY. GRANTEE SHALL PAY ALL COSTS AND EXPENSES OF ANY NATURE WHATSOEVER RELATING TO THE EXERCISE OF THE EASEMENT RIGHTS GRANTED HEREIN. THE EXERCISE OF THE EASEMENT RIGHTS GRANTED HEREIN SHALL BE PERFORMED IN SUCH A MANNER AND AT TIMES SO AS NOT TO INTERFERE WITH WORK BEING DONE AT THE PROPERTY OR WITH ANY BUSINESS BEING CONDUCTED THEREON. IN THE EVENT THE EXERCISE OF THE EASEMENT RIGHTS GRANTED HEREIN DETRIMENTALLY AFFECTS THE CONDITION OF THE PROPERTY OR ANY PART THEREOF, GRANTEE SHALL PROMPTLY RESTORE THE PROPERTY OR ANY PART THEREOF TO ITS ORIGINAL CONDITION INCLUDING, WITHOUT LIMITATION, ANY FILLING AND COMPACTING OF ALL EXCAVATION, REPAVING OF PAVED AREAS AND REPLACEMENT OF LANDSCAPING. GRANTEE SHALL CONSTRUCT AND INSTALL THE UTILITY FACILITIES IN A LIEN-FREE, GOOD AND WORKMANLIKE MANNER IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS, AND GRANTEE SHALL MAINTAIN THE FACILITIES IN GOOD ORDER, CONDITION AND REPAIR, IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GRANTOR FROM AND AGAINST ALL CLAIMS, DAMAGES, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING FROM OR RELATED TO EXERCISE OF THE EASEMENT RIGHTS GRANTED HEREIN. WITH RESPECT TO ANY INDEMNIFICATION PROVIDED HEREIN, GRANTEE SHALL IMMEDIATELY RESPOND AND TAKE OVER THE EXPENSE, DEFENSE AND INVESTIGATION OF ALL CLAIMS ARISING UNDER THIS INDEMNITY. GRANTOR RESERVES THE RIGHT AT ANY TIME AND FROM TIME TO TIME TO RELOCATE ALL OR A PORTION OF THE EASEMENTS GRANTED BY GRANTOR HEREIN, PROVIDED THAT THE EASEMENTS SO RELOCATED WILL BE OF SUBSTANTIALLY EQUIVALENT USEFULNESS TO GRANTEE FOR THE PURPOSES STATED IN THIS AGREEMENT. GRANTEE AGREES THAT ALL EXISTING EASEMENTS AND BUILDING LINES ARE HEREBY VACATED AND OF NO FURTHER FORCE OR EFFECT. BY EXECUTION OF THIS PLAT OF CONSOLIDATION, GRANTEE AGREES AND ACKNOWLEDGES THAT EXERCISE OF THE EASEMENT RIGHTS GRANTED HEREIN ARE SUBJECT TO THE CONDITIONS HEREIN CONTAINED.

## WATERMAIN EASEMENT PROVISIONS

THE UNDERSIGNED OWNER OF RECORD ("GRANTOR") HEREBY GRANTS TO AND RESERVES NON-EXCLUSIVE, PERPETUAL EASEMENTS FOR THE VILLAGE OF GLEN ELLYN ("GRANTEE") TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE, REPLACE AND MAINTAIN FACILITIES USED IN CONNECTION WITH THE DISTRIBUTION OF WATER IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED LINES ON THE PLAT AND MARKED "WATERMAIN EASEMENT" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF THE LOT(S) TO SERVE IMPROVEMENTS THEREON, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE PROPERTY FOR ANY SUCH PURPOSES. NO PERMANENT BUILDING SHALL BE PLACED WITHIN THE DASHED LINES MARKED "WATERMAIN EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF THE GRANTEES, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER SUCH USES THAT DO NOT THEN OR LATER INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

## SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

THIS IS TO CERTIFY THAT I, MICHAEL NELSON, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3085, HAVE SURVEYED AND CONSOLIDATED THE FOLLOWING DESCRIBED PROPERTY AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND CONSOLIDATION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE VILLAGE BOARD RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

PARCEL 1: LOTS 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20 AND 21 IN BLOCK 34 IN WHEATON ESTATES, BEING A SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT 182391, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THE EAST 1/2 OF VACATED OTT AVENUE LYING WEST OF AND ADJOINING SAID LOT 14 IN BLOCK 34 IN WHEATON ESTATES, BEING A SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT 182391, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: LOT 15 IN BLOCK 34, IN WHEATON ESTATES, BEING A SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 18, 1924 AS DOCUMENT 182391, AND THAT PART OF THE EAST 1/2 OF VACATED OTT AVENUE LYING WEST OF AND ADJOINING SAID LOT 15 AND THAT PORTION OF THE NORTH 1/2 AND THE NORTH 12 FEET OF THE SOUTH 33 FEET OF VACATED TAFT AVENUE BOUNDED ON THE WEST BY THE CENTER LINE OF OTT AVENUE AND BOUNDED ON THE EAST BY THE EAST LINE EXTENDED SOUTH OF LOT 15, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4: THE NORTH 1/2 OF VACATED TAFT AVENUE LYING SOUTH OF AND ADJOINING LOTS 16, 17, 18, 19, 20, 21 IN BLOCK 34 IN WHEATON ESTATES, BEING A SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT 182391, IN DUPAGE COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON CONTAINS 125,443.03 SQUARE FEET OR 2.879 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF GLEN ELLYN WHICH HAS ADOPTED A COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS HERETOFORE AND HEREAFTER AMENDED AND IS BASED UPON A REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP COMMUNITY PANEL 17043C0505H WITH AN EFFECTIVE DATE OF DECEMBER 16, 2004, IT IS MY OPINION THAT THE PROPERTY PLATTED HEREON IS SITUATED IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS DESIGNATED BY FLOOD INSURANCE RATE MAP.

I HEREBY AUTHORIZE A REPRESENTATIVE FROM THE VILLAGE OF GLEN ELLYN TO RECORD THIS PLAT.

GIVEN UNDER MY HAND AND SEAL AT WESTMONT, ILLINOIS, THIS 23RD DAY OF AUGUST, 2012.

______________________________
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3085
MY LICENSE EXPIRES 11/30/2012
PROFESSIONAL DESIGN FIRM LICENSE NO. 184.004838 EXPIRES 04/30/2013

MICHAEL J. NELSON
035-3085
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
WESTMONT, ILLINOIS

REVISED SEPTEMBER 11, 2012 DOCUMENT NO. CHANGE, EASE. PROVISIONS
REVISED OCTOBER 12, 2012 DOCUMENT NO. CHANGE, ADD WM EASE. PROVISIONS, MODIFY WM EASE.

PROJECT NO. 11-180-SUB-30-EAST.DWG

# Exhibit "B"

NELSON SURVEYORS, LLC
418 S. CASS AVENUE
WESTMONT, ILLINOIS 60559
NELSONSURVEYORSLLC.COM
(815) 436-8520 OFFICE
(815) 436-8528 FAX

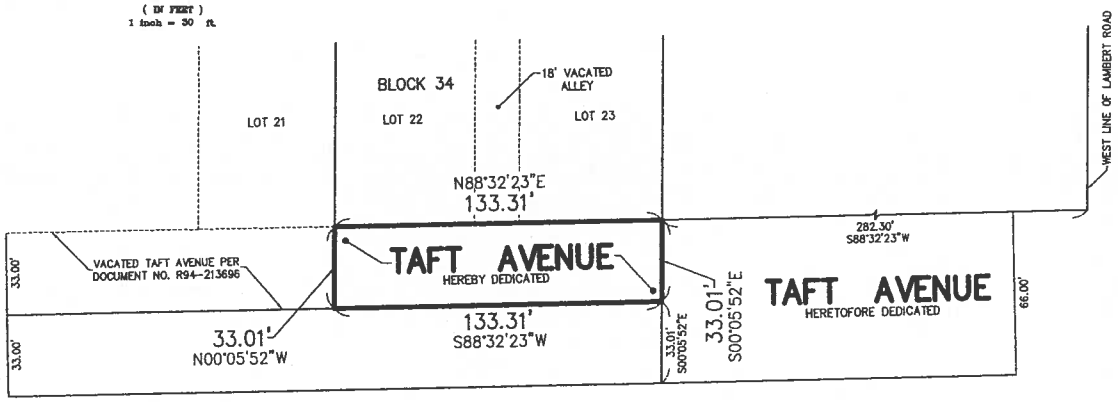
# PLAT OF DEDICATION

PIN: 05-22-201-035-0000
PIN: 05-22-201-036-0000

OF PART OF THE NORTH HALF OF VACATED TAFT AVENUE LYING BETWEEN THE WEST LINE OF LOT 22 EXTENDED SOUTH AND THE EAST LINE OF LOT 23 EXTENDED SOUTH IN BLOCK 34 IN WHEATON ESTATES, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT 182391, IN DUPAGE COUNTY, ILLINOIS.

GRAPHIC SCALE

( IN FEET )
1 inch = 30 ft.




## OWNER'S CERTIFICATE

STATE OF ILLINOIS )
COUNTY OF DU PAGE) SS.

THIS IS TO CERTIFY THAT _____ IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND HAVE CAUSED THE SAME TO BE SURVEYED AND DEDICATED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

BY:_____
OWNER

## NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

I_____, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AS OWNER, IS PERSONALLY KNOWN BY ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE HAS SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL, THIS_____, DAY OF_____, A.D. 20_____.

_____
NOTARY PUBLIC

## PLAN COMMISSION

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF GLEN ELLYN, DU PAGE COUNTY, ILLINOIS, THIS _____DAY OF_____, A.O. 20_____.

_____
PLAN COMMISSION CHAIRMAN

ATTEST_____
RECORDING SECRETARY

## COUNTY RECORDER

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE _____DAY OF_____A.O. 20_____, AT_____O'CLOCK___M. AS DOCUMENT NUMBER_____

_____
COUNTY RECORDER

## VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

APPROVED BY THE PRESIDENT AND VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, A.D. 20_____.

SIGNED_____ATTEST_____
PRESIDENT VILLAGE CLERK

I,_____, VILLAGE CLERK OF THE VILLAGE OF GLEN ELLYN, ILLINOIS, DO HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND BY ORDINANCE DULY APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, AT ITS MEETING HELD ON _____, A.D. 20_____, IN WITNESS WHEREOF I HAVE HEREUNTO SET THE SEAL OF THE VILLAGE OF GLEN ELLYN, ILLINOIS.

_____
VILLAGE CLERK

## COUNTY CLERK

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

I,_____, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THIS PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT WHEATON, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, A.O. 20_____.

_____
COUNTY CLERK

MICHAEL J. NELSON
035-3095
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
WESTMONT, ILLINOIS

## SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

THIS IS TO CERTIFY THAT I, MICHAEL NELSON, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3095, HAVE SURVEYED AND DEDICATED THE ABOVE DESCRIBED PROPERTY AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND DEDICATION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE VILLAGE BOARD RELATIVE TO PLATS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF GLEN ELLYN WHICH HAS ADOPTED A COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE II OF THE ILLINOIS MUNICIPAL CODE AS HERETOFORE AND HEREAFTER AMENDED.

I HEREBY AUTHORIZE A REPRESENTATIVE FROM THE VILLAGE OF GLEN ELLYN TO RECORD THIS PLAT.

GIVEN UNDER MY HAND ANO SEAL AT WESTMONT, ILLINOIS, THIS 23RD DAY OF AUGUST, 2012.

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3095
MY LICENSE EXPIRES 11/30/2012
PROFESSIONAL DESIGN FIRM LICENSE NO. 184.004838 EXPIRES 04/30/2013

PROJECT NO. 11-850-DED-30-EAST.DWG.

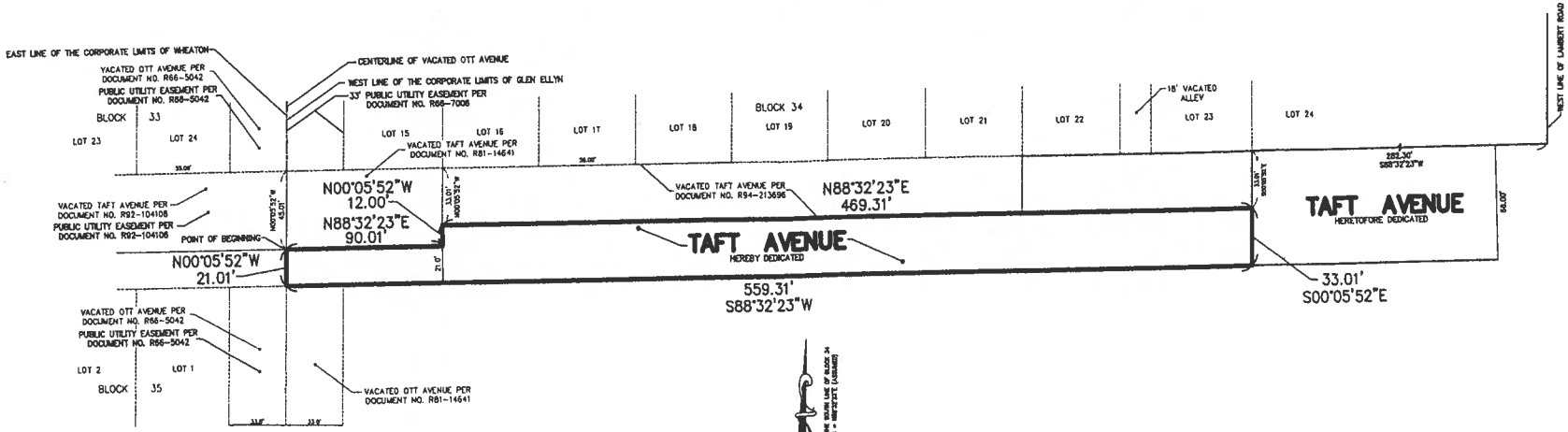
NELSON SURVEYORS, LLC
440 E. EAST AVENUE
WESTMONT, ILLINOIS 60559
NELSONSURVEYORS@YAHOO.COM
(708) 430-0030 OFFICE
(708) 430-0039 FAX

# Exhibit "C"

PART OF PIN: 05-22-205-020-0000

## PLAT OF DEDICATION

OF THAT PART OF THE SOUTH HALF OF VACATED TAFT AVENUE LYING EAST OF THE CENTER LINE OF VACATED OTT AVENUE AND LYING WEST OF THE EAST LINE OF LOT 23 IN BLOCK 34 IN WHEATON ESTATES, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT 182391, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF VACATED OTT AVENUE WITH THE SOUTH LINE OF THE NORTH 12 FEET OF THE SOUTH 33 FEET OF SAID VACATED TAFT AVENUE; THENCE N88°32'23"E ALONG SAID LINE BEING THE SOUTH LINE OF THE NORTH 12 FEET OF THE SOUTH 33 FEET OF SAID VACATED TAFT AVENUE FOR A DISTANCE OF 90.01 FEET TO EAST LINE OF LOT 15 IN BLOCK 34 EXTENDED SOUTH; THENCE N00°05'52"W ALONG THE WEST LINE OF SAID LOT 15 IN BLOCK 34 EXTENDED SOUTH FOR A DISTANCE OF 12 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 33 FEET OF SAID VACATED TAFT AVENUE, SAID LINE ALSO BEING THE NORTH LINE OF THE SOUTH HALF OF SAID VACATED TAFT AVENUE; THENCE N88°32'23"E ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID VACATED TAFT AVENUE FOR A DISTANCE OF 469.31 FEET TO THE EAST LINE OF SAID LOT 23 EXTENDED SOUTH; THENCE S00°05'52"E ALONG SAID EAST LINE OF SAID LOT 23 EXTENDED SOUTH FOR A DISTANCE OF 33.01 FEET TO THE SOUTH LINE OF SAID VACATED TAFT AVENUE; THENCE S88°32'23"W ALONG THE SOUTH LINE OF SAID VACATED TAFT AVENUE FOR A DISTANCE OF 559.31 FEET TO THE CENTER LINE OF SAID VACATED OTT AVENUE; THENCE N00°05'52"W ALONG THE CENTER LINE OF SAID OTT AVENUE FOR A DISTANCE OF 21.01 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.



GRAPHIC SCALE

( IN FEET )
1 inch = 50 ft.

### VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

APPROVED BY THE PRESIDENT AND VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____ A.D. 20____

SIGNED_____ ATTEST_____
PRESIDENT VILLAGE CLERK

I_____, VILLAGE CLERK OF THE VILLAGE OF GLEN ELLYN, ILLINOIS, DO HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND BY ORDINANCE DULY APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, AT ITS MEETING HELD ON_____ A.D. 20_____ IN WITNESS WHEREOF I HAVE HEREUNTO SET THE SEAL OF THE VILLAGE OF GLEN ELLYN, ILLINOIS.

_____
VILLAGE CLERK

### PLAN COMMISSION

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF GLEN ELLYN, DU PAGE COUNTY, ILLINOIS, THIS _____DAY OF_____ A.D. 20_____

_____
PLAN COMMISSION CHAIRMAN

ATTEST_____
RECORDING SECRETARY

### COUNTY CLERK

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

I_____ COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THIS PLAT.

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

_____
COUNTY CLERK

### COUNTY RECORDER

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE _____DAY OF_____A.D. 20_____ AT_____O'CLOCK___M. AS DOCUMENT NUMBER_____

_____
COUNTY RECORDER

MICHAEL W. NELSON
035-3095
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
WESTMONT, ILLINOIS

### SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

THIS IS TO CERTIFY THAT I, MICHAEL NELSON, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3095, HAVE SURVEYED AND DEDICATED THE ABOVE DESCRIBED PROPERTY AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND DEDICATION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE VILLAGE BOARD RELATIVE TO PLATS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF GLEN ELLYN WHICH HAS ADOPTED A COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE II OF THE ILLINOIS MUNICIPAL CODE AS HERETOFORE AND HEREAFTER AMENDED.

I HEREBY AUTHORIZE A REPRESENTATIVE FROM THE VILLAGE OF GLEN ELLYN TO RECORD THIS PLAT.

GIVEN UNDER MY HAND AND SEAL AT WESTMONT, ILLINOIS, THIS 8TH DAY OF SEPTEMBER, 2012.

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3095
MY LICENSE EXPIRES 11/30/2012
PROFESSIONAL DESIGN FIRM LICENSE NO. 184.004838 EXPIRES 04/30/2013

REVISED SEPTEMBER 11, 2012 DOCUMENT NO. CHANGE

PROJECT NO. 11-139-DED-30-90/96-EAST.DWG

# FRESH MARKET - 285 ROOSEVELT ROAD

## NARRATIVE DESCRIPTION

### Introduction

The Fresh Market development is being designed as a first-class development anchored by a high-end European style market. The project will beautify Roosevelt Road, restore Taft Avenue and serve as both an anchor and stimulus for additional development. The Project will be developed on an approximately 3 acre site that is currently under contract by the Developer. The property is generally located between Roosevelt Road to the North, Taft Avenue to the south and Lorraine Road to the west ("Property").

The Property was formerly used as a Packey Webb Dodge dealership which is now closed. The dealership building is occupied by a utility company on a temporary basis. The Project will include the demolition of the existing building, and the reconstruction and dedication of that portion of Taft Avenue that was previously vacated. Currently, the Property and those properties on either side of it are eyesores. This Project will change the Property into a new, first class property. It has been demonstrated that development brings development, just like decay brings decay. This Project will serve as a catalyst for future development. It will also prevent sales from being lost to other high-end markets, such as the new Mariano's on Roosevelt Road. The Property sits on the western boundary of the Village so Fresh Market and the Developer expect to draw heavily from Wheaton and the communities further west.

### Background and Description of the Project

The Fresh Market Development (Project) will be a retail and commercial center consisting of approximately 32,000 sq. feet with a 22,000 foot grocery store and an additional 10,000 sq. feet of commercial and retail space.

Completion of the Project will require the demolition of the existing building on the Property, re-engineering of the site including site grading and drainage and the replacement of an existing retaining wall. The Project will also include a quarter of an acre of adjacent land located in the Village of Wheaton will be included in the Project for overflow parking, bringing the total Project site to approximately 3.2 acres.

The Project anchor will be The Fresh Market, a high-end European style market grocery store. Its hours of operation are expected to be 8am-9pm Monday through Saturday and 9am-8pm on Sundays. As there are no proposed shopping cart storage facilities proposed in the parking lot, it is anticipated that most patrons will return their cart to the front of the store after placing the purchases in their vehicles. The Fresh Market is also expected to have employees available to accompany patrons to their vehicles and return the carts to the store after helping customers load their groceries.

The rest of the commercial building, Shops A and Shops B are expected to be used by various retail users. It is anticipated that each Shops building will have a maximum of 4

users and that the hours of operation for these users will be similar to those of the anchor store.

The project will also include extensive coordination with the City of Wheaton in order to obtain approval for the previously mentioned overflow parking area, as well as approval for the reconstruction of Taft Avenue. Taft Avenue will be reconstructed from Lorraine Road on the west side, all the way to Lambert Road on the east, thus establishing another much needed public road connection between Wheaton and Glen Ellyn.

Along with the improvements to Taft, the development also proposes to provide several new parking spaces along the south side of Taft Avenue and a path to connect them to the existing walking path around Lambert Lake. These improvements will make the Lambert Lake area more accessible to the general public than it currently is and will result in a much needed recreational benefit for the neighborhood.

**Summary**

Once the Project is completed, it will do several things for the Village. It will eliminate a vacant property and most likely spur other development on the neighboring properties. It will create jobs, generate new sales and real estate tax revenues and provide needed upgrades to infrastructure. The Project will positively stimulate the area, including future development along Taft Avenue.

RECEIVED
NOV - 8 2012
PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN

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

# APPLICATION FOR SIGN VARIATION

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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.

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

## I. APPLICANT INFORMATION

Name: VEQUITY LLC ; RYAN MURPHY
Address: 1400 16TH STREET #175
Phone No.: 630-413-9088 Fax No.: _____
E-mail: r.murphy@vequity.com
Ownership Interest in the Property in Question: CONTRACT PURCHASER
Name and address of the legal owner of the property (if other than the applicant):
BRADLEY J. WEBB, 285 ROOSEVELT ROAD

## II. PROPERTY INFORMATION

Common address: 285 ROOSEVELT ROAD Permanent tax index number: AS SHOWN ON PLAT
Zoning classification: C3 Present use: VACANT CAR DEALERSHIP

## III. INFORMATION REGARDING THE VARIATION(S) REQUESTED

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

A. A variation from Section 4-5-12(B) of the Sign Code to allow a proposed primary wall sign with a height of 27 feet 6 inches in lieu of the maximum height of 25 feet permitted.

B. Variations from Section 4-5-5(G) of the Sign Code to allow a proposed incidental sign height of 13 feet 9 inches in lieu of the maximum height of 10 feet permitted and an incidental sign area of 13 square feet in lieu of the maximum area of 4.5 square feet permitted for the tenant in the drive-thru space on the east side of the shopping center.

## IV. EVIDENCE RELATING TO SIGN CODE STANDARDS FOR A VARIATION

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

### A. Standards Applicable to All Variations Requested

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

   The requested variations will still conform to the Statement of Purpose in that although varying from the standard slightly, the proposed signs will still serve the primary purpose of helping people find what they need without difficulty or confusion. Furthermore, the variation is needed in order to satisfy the purpose that signs be considered accessory components of an overall composition of architectural elements, not as freestanding or dominant elements by themselves.

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

   The practical difficulties preventing the adherence to the strict letter of the sign code are twofold. First, the proposed building architectural elements insist on a variation in order to have the signs serve as accessory components and part of an overall design. A second difficulty is the distance of the building itself from the primary access road (Roosevelt). This distance creates the need for a sign variation in order to meet the purpose of making it visible enough to help people find what they need without difficulty or confusion.

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

   _____
   _____
   _____
   _____

   OR

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

   As stated in number 2 above, the plight of the applicant is due to the unique circumstances of the site. More specifically the unique circumstance of the building needing to be a distance of approximately 140' away from the primary access road (Roosevelt).

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

   The signs have been designed to be accessory components of the overall architectural design of the proposed buildings. Based on this and the fact that the buildings themselves were also designed to conform to the essential character of the locality of the property and other portions of the Village of Glen Ellyn, the signs should have no negative effects on the locality or the Villages' essential character.

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

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

As stated previously, the plight of the applicant is due to the unique circumstances of the site. More specifically the unique circumstance of the building needing to be a distance of approximately 140' away from the primary access road (Roosevelt). Conforming to the strict letter of the sign code under these conditions could impact adherence to the statement of purpose in section 4-5-2 of the Village Sign Code.

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 property has unique physical surroundings, topographic conditions, and design considerations that result in the need for the requested variance. Many of these conditions would not be applicable generally to other properties within the same zoning district where the strict letter of the Sign Code could be easily adhered to.

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 purpose of the variation is not based upon a desire to make more money out of the property in question, but rather to adhere as much as possible to the statements in Section 4-5-2 of the Village Sign Code. The main purpose is to ensure that the signage be helpful to people in finding what they need and also that the signs function as accessory components of the overall architectural elements.

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.

This difficulty has not been created by any person presently having interest in the property. The hardships are for the most part created by the site conditions and design considerations that are unique to this particular piece of property.

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

Granting of the variation should in no way be detrimental to the public welfare or injurious to other property or improvements in the neighborhood.

6. Provide evidence that the proposed variation will not:

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

      The variation should not have any detrimental effects on the adequate supply of light and air to adjacent property.

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

      The variation should not result in any increase of hazard from fire or other dangers to the property in question, or any adjacent parcels.

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

      The variation should not have any detrimental effects on the public health, safety, comfort, morals or general welfare of the inhabitants of the Village.

   d. Diminish or impair property values within the neighborhood;

      The variation should not diminish or impair property values within the neighborhood. In fact, the improvements along with this variation should have the opposite effect of increasing property values as they will remove a currently blighted piece of real estate.

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

      The variation should not result in any significant increase of traffic congestion in the public streets or highway.

   f. Create a nuisance; or

      The variation should not create a nuisance in the community.

   g. Results in an increase in public expenditures.

      The variation should not result in an 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 variations being requested are the minimum variations that will make possible the reasonable use and purpose of the proposed signage. This signage in addition to the other proposed improvements will make possible the reasonable use of the land in question.

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

   _____

   _____

   _____

   _____

VIII. CERTIFICATIONS, CONSENT AND SIGNATURE(S)

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

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

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

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

VEQUITY LLC

Signature of Applicant(s)

11/5/12

Date filed

# EXTERIOR APPEARANCE REVIEW
## APPLICATION

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

## I. APPLICATION INFORMATION:

A. Date Filed: _____ B: Application No. _____

C. Project Name: FRESH MARKET

D. Project Description: CONSTRUCTION OF NEW 31,178 SF COMMERCIAL-RETAIL CENTER ANCHORED BY A FRESH MARKET GROCERY STORE.

E. Address of Property: 285 ROOSEVELT ROAD

F. Permanent Index No.: AS SHOWN ON PLAT G. Zoning: C3

H. Name of Applicant: VEQUITY LLC ; RYAN MURPHY

I. Address of Applicant: 1400 16TH STREET #175

J. Phone No. (Business): 630-413-9088 (Home) _____

K. Fax No. (Business): _____ (Home) _____

L. E-mail Address of Applicant: r.murphy@vequity.com

M. Name of Property Owner: BRADLEY J. WEBB

N. Address of Property Owner: 285 ROOSEVELT ROAD

O. Phone No. (Business): _____ (Home) _____

P. E-Mail Address of Property Owner: _____

## II. COMFORMANCE WITH APPEARANCE REVIEW GUIDELINES:
**(You may attach separate sheets as needed to answer any of the following questions)**

Q. Please explain why the proposed architectural style was chosen. The style was chosen to complement the surrounding area and to enhance the western entryway in to the Village of Glen Ellyn.

R. Provide information about the architectural style and exterior materials of the buildings in the surrounding area: _____

S. Please explain how the project complies with the Appearance Review Guidelines: There is consistency of design of all four elevations. The materials, scale, proportion and details and articulation fit well with the currently established appearance review guidelines.

T. Please explain why any deviations from the Appearance Review Guidelines are proposed: No deviations are currently proposed.

Signature: _____ Date: 9/6/12

# 285 ROOSEVELT ROAD / TAFT AVENUE
# LIST OF SPECIAL USES

Special Use. The following special uses are being requested.

a. Special use to allow a drive-thru facility on the east side of the site.

b. Special use to allow an outdoor cardboard storage area south of Shops A.

c. Special use to allow outdoor merchandising, storage and seating in front of and flanking the Fresh Market anchor store.

## 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:** _____ **Application No:** _____

**Name of Applicant:** VEQUITY, LLC ; RYAN MURPHY
**Contact Information:**
**Address of Applicant:** 1400 16TH ST., OAKBROOK, IL 60525

**Business Phone:** (630) 413-9088 **Fax:** _____
**Cell/Home Phone:** _____ **Email:** _____
**Property Interest of Applicant:** CONTRACT PURCHASER
(Owner, Contract Purchaser, Owner Representative)
**Contact Information:**
**Name of Owner:** BRADLEY J. WEBB
**Address of Owner:** 285 ROOSEVELT ROAD

**Business Phone:** _____ **Fax:** _____
**Cell/Home Phone:** _____ **Email:** _____

**Address and Legal Description of Property:** 285 ROOSEVELT ROAD, GLEN ELLYN, IL
LEGAL DESCRIPTION AS SHOWN ON ENCLOSED PLAT

**Permanent Index No. (PIN):** _____ **Zoning:** C3
**Lot Dimensions:** APPROX. 426'X 292' **Lot Area:** 3.25 ACRES

**Present Use:** FORMER PACKEY WEBB DODGE DEALERSHIP, NOW VACANT

**Requested Use/Construction:** COMMERCIAL RETAIL W/ DRIVE-THRU FACILITY

**Estimated Date to Begin New Use/Construction:** OCTOBER 1, 2012

**Name(s), Address(es) and Phone No(s). of Experts (architects, engineers, etc.):**
OSVALDO PASTRANA, CIVIL ENGINEER, CIVWORKS CONSULTING, LLC, 2837 W. LYNDALE, CHICAGO, IL 60647 (312) 637-9570
MICHAEL FITZGERALD, ARCHITECT, OKW ARCHITECTS, INC., 600 W. JACKSON BLVD., CHICAGO, IL 60661 (312) 798-7700

**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: SEE ATTACHED NARRATIVE STATEMENT

**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 drive-thru architecture will blend in well with the overall architecture of the development and will be harmonious with the overall objectives of the Village Comprehensive Plan.

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 drive-thru will be designed and constructed to be harmonious with the rest of the proposed development and its construction and use will not change the essential character of the neighborhood.

3. Will not be hazardous or disturbing to existing or future neighborhood uses: The proposed drive-thru will not be hazardous or disturbing to existing or future neighborhood uses. The drive-thru will be self contained within the development and pose no adverse effects to it's surroundings.

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 drive-thru will be self contained within the development. Drainage, and refuse disposal will be provided privately by the developer, and will be adequately and easily served by the essential public facilities and services due to it's proximity to Taft Avenue and Roosevelt Road.

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 drive-thru will not create any additional requirements for public facilities and services at public cost and will in no way be detrimental to the economic welfare of the Village.

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 drive-thru facility will not involve the use of any materials, processes or equipment that would be detrimental to the general welfare. There will be no excessive production of traffic, noise , smoke, fumes, glare or odors or anything else that would cause a nuisance or a detriment to any persons or property.

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 drive-thru facility will be completely contained within the private development and will not create an undue interference with traffic on surrounding public streets or roads.

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 drive-thru will not increase the potential for flood damage to adjacent property, or require any additional public expense for flood protection rescue or relief.

9. Will not result in destruction, loss or damage of natural, scenic or historic features of major importance to the community: The proposed drive-thru facility will not result in the destruction, loss or damage of any natural, scenic or historic features of major importance to the community.

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.

9/6/12
Date

Signature of Applicant

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

## 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:** _____ **Application No:** _____

**Name of Applicant:** VEQUITY, LLC ; RYAN MURPHY
**Contact Information:**
**Address of Applicant:** 1400 16TH ST., OAKBROOK, IL 60525

**Business Phone:** (630) 413-9088 **Fax:** _____
**Cell/Home Phone:** _____ **Email:** _____
**Property Interest of Applicant:** CONTRACT PURCHASER
(Owner, Contract Purchaser, Owner Representative)
**Contact Information:**
**Name of Owner:** BRADLEY J. WEBB
**Address of Owner:** 285 ROOSEVELT ROAD

**Business Phone:** _____ **Fax:** _____
**Cell/Home Phone:** _____ **Email:** _____

**Address and Legal Description of Property:** 285 ROOSEVELT ROAD, GLEN ELLYN, IL
LEGAL DESCRIPTION AS SHOWN ON ENCLOSED PLAT

**Permanent Index No. (PIN):** _____ **Zoning:** C3
**Lot Dimensions:** APPROX. 426'X 292' **Lot Area:** 3.25 ACRES

**Present Use:** FORMER PACKEY WEBB DODGE DEALERSHIP, NOW VACANT

**Requested Use/Construction:** OUTDOOR STORAGE BEHIND SHOPS A
Outdoor storage area for storing of cardboard. The area will consist of 4, 4'x4' pallets to store and stack cardboard. It is expected that the stored cardboard will not exceed 5' in height.
**Estimated Date to Begin New Use/Construction:** OCTOBER 1, 2012

**Name(s), Address(es) and Phone No(s). of Experts (architects, engineers, etc.):**
OSVALDO PASTRANA, CIVIL ENGINEER, CIVWORKS CONSULTING, LLC, 2837 W. LYNDALE, CHICAGO, IL 60647 (312) 637-9570
MICHAEL FITZGERALD, ARCHITECT, OKW ARCHITECTS, INC., 600 W. JACKSON BLVD., CHICAGO, IL 60661 (312) 798-7700

**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: SEE ATTACHED NARRATIVE STATEMENT

**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 outdoor cardboard storage area will be screened from view by a masonry wall that will blend in well with the overall architecture of the development and will be harmonious with the overall objectives of the Village Comprehensive Plan.

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 storage area and screen wall will be designed and constructed to be harmonious with the rest of the proposed development and its construction and use will not change the essential character of the neighborhood.

3. Will not be hazardous or disturbing to existing or future neighborhood uses: The proposed storage area will not be hazardous or disturbing to existing or future neighborhood uses. The area will be self contained within the development and pose no adverse effects to it's surroundings.

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 storage area will be self contained within the development. Drainage, and refuse disposal will be provided privately by the developer. Because it is a storage area, public services are not necessary. The location while self contained within the development will be easily accessible for essential services such as police and fire protection.

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 storage area will not create any additional requirements for public facilities and services at public cost and will in no way be detrimental to the economic welfare of the Village.

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 storage area will be for cardboard storage only and will not involve the use of any materials, processes or equipment that would be detrimental to the general welfare. There will be no excessive production of traffic, noise, smoke, fumes, glare or odors or anything else that would cause a nuisance or a detriment to any persons or property.

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 storage area will be completely contained within the private development and will not create an undue interference with traffic on surrounding public streets or roads.

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 storage area will not increase the potential for flood damage to adjacent property, or require any additional public expense for flood protection rescue or relief.

9. Will not result in destruction, loss or damage of natural, scenic or historic features of major importance to the community: The proposed storage area will not result in the destruction, loss or damage of any natural, scenic or historic features of major importance to the community.

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.

9/6/12
Date

Signature of Applicant

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

## 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:** _____ **Application No:** _____

**Name of Applicant:** VEQUITY, LLC ; RYAN MURPHY
**Contact Information:**
**Address of Applicant:** 1400 16TH ST., OAKBROOK, IL 60525

**Business Phone:** (630) 413-9088 **Fax:** _____
**Cell/Home Phone:** _____ **Email:** _____
**Property Interest of Applicant:** CONTRACT PURCHASER
(Owner, Contract Purchaser, Owner Representative)
**Contact Information:**
**Name of Owner:** BRADLEY J. WEBB
**Address of Owner:** 285 ROOSEVELT ROAD

**Business Phone:** _____ **Fax:** _____
**Cell/Home Phone:** _____ **Email:** _____

**Address and Legal Description of Property:** 285 ROOSEVELT ROAD, GLEN ELLYN, IL
LEGAL DESCRIPTION AS SHOWN ON ENCLOSED PLAT

**Permanent Index No. (PIN):** _____ **Zoning:** C3
**Lot Dimensions:** APPROX. 426'X 292' **Lot Area:** 3.25 ACRES

**Present Use:** FORMER PACKEY WEBB DODGE DEALERSHIP, NOW VACANT

**Requested Use/Construction:** OUTDOOR MERCHANDISING, STORAGE AND SEATING IN FRONT OF GROCERY
Outdoor merchandising and storage area in front of grocery store for display and sale of seasonal items, as well as outdoor seating flanking the main entrance of the grocery store.
**Estimated Date to Begin New Use/Construction:** OCTOBER 1, 2012

**Name(s), Address(es) and Phone No(s). of Experts (architects, engineers, etc.):**
OSVALDO PASTRANA, CIVIL ENGINEER, CIVWORKS CONSULTING, LLC, 2837 W. LYNDALE, CHICAGO, IL 60647 (312) 637-9570
MICHAEL FITZGERALD, ARCHITECT, OKW ARCHITECTS, INC., 600 W. JACKSON BLVD., CHICAGO, IL 60661 (312) 798-7700

**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: SEE ATTACHED NARRATIVE STATEMENT

**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 outdoor merchandising, storage and seating area will be constructed of materials that will complement the overall architecture of the development and will be harmonious with the overall objectives of the Village Comprehensive Plan.

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 outdoor merchandising, storage and seating area will be designed and constructed to be harmonious with the rest of the proposed development and its construction and use will not change the essential character of the neighborhood.

3. Will not be hazardous or disturbing to existing or future neighborhood uses: The proposed outdoor merchandising, storage and seating area will not be hazardous or disturbing to existing or future neighborhood uses. The area will be self contained within the development and pose no adverse effects to it's surroundings.

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 special use area will be self contained within the development. Drainage, and refuse disposal will be provided privately by the developer. Because it is a merchandising, storage, and seating area, public services are not necessary. The location while self contained within the development will be easily accessible for essential services such as police and fire protection.

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 special use area will not create any additional requirements for public facilities and services at public cost and will in no way be detrimental to the economic welfare of the Village.

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 area will be for outdoor merchandising of seasonal products and for seating areas for use by the general public and store patrons and will not involve the use of any materials, processes or equipment that would be detrimental to the general welfare. There will be no excessive production of noise, smoke, fumes, glare or odors or anything else that would cause a nuisance or a detriment to any persons or property.

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 special use area will be for pedestrian use and completely contained within the private development and will not create an undue interference with traffic on surrounding public streets or roads.

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 special use area will not increase the potential for flood damage to adjacent property, or require any additional public expense for flood protection rescue or relief.

9. Will not result in destruction, loss or damage of natural, scenic or historic features of major importance to the community: The proposed special use area will not result in the destruction, loss or damage of any natural, scenic or historic features of major importance to the community.

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.

9/6/12

Date

Signature of Applicant

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

# 285 ROOSEVELT ROAD / TAFT AVENUE
# LIST OF VARIATIONS

Zoning Variations. The following zoning variations are being requested.

1. A Variation from Section 10-5-13(M)2(a) to allow foot-candle levels in excess of 3.0 along the western property line and in one location along the northern property line.

2. Variations from Section 10-5-13(M)2(b) to allow the proposed parking lot light poles to be located as close as 50 feet apart in lieu of the minimum spacing of 130 feet required and to allow the proposed light poles to be placed in locations where they may be susceptible to collision strikes.

3. A Variation from Section 10-4-15(D)2 to allow a rear yard building setback of 4.2 feet in lieu of the minimum setback of 30 feet required.

4. Variations from Section 10-5-5(B)4(3) to allow a trellis with a length 30 feet, an area of 300 square feet and a height of 12 feet 2 inches. In lieu of the maximum length of 20 feet, area of 250 square feet and height of 10 feet permitted.

5. A Variation from Section 10-5-5(B)4(21) to allow transformers and a proposed trash compactor to be located 5 feet from the southern/rear property line in lieu of the minimum setback of 42.6 feet (10% of the lot width) permitted.

6. A Variation from Section 10-5-4(A)4 to allow a setback of 1-foot from the southern/rear property line for a proposed grease container in lieu of the minimum setback of 21.3 feet (5% of the lot width) required.

7. A Variation from Section 10-5-11(J) to allow a separation of 90.5 feet between the proposed eastern access drive and the access drive on the adjacent property to the east and a separation of 55.2 feet between the proposed western access drive and the access drive on the adjacent property to the west in lieu of the minimum separation of 185 feet required.

8. A Variation from Section 10-5-11(E)2 to allow a curb return radius of as little as 15 feet in lieu of the minimum curb return radius of 25 feet required.

9. A Variation from Section 10-5-8(I) to allow the absence of a curb along the southern edge of the parking lot.

10. A Variation from Section 10-5-9(B) to allow 2 loading spaces on the property in lieu of the minimum number of 3 loading spaces required and to allow one of the loading spaces to have a length of 35 feet in lieu of the minimum length of 50 feet required.

11. A Variation from Section 10-5-5(C) to allow impervious surface setbacks of between 0 and 12.5 feet along the north, south, east and west property lines in lieu of the minimum impervious surface setback of 21.3 feet required.

12. A Variation from Section 10-5-5(B)4(37) to allow a retaining wall setback of 0 feet along the western property line in lieu of the minimum setback of 21.3 feet required and a retaining wall setback of 8.7 feet along the southern property line in lieu of the minimum setback of 42.6 feet required.

13. A Variation from Section 10-4-15(G) to allow 116 parking spaces on the property in lieu of the minimum number 156 parking spaces required.

14. A Variation from the light fixture shielding requirements in Section 10-5-13(M) to allow up-lighting on the building.

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

## APPLICATION FOR VARIATION

For the property at 285 Roosevelt Rd. Glen Ellyn, IL 60137

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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.

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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: Vequity LLC

Address: 1400 16TH ST OAKBROOK IL 60523

Phone No.: 630 413 9088

Fax No.:

E-mail: R.Murphy@vequity.com

Ownership Interest in the Property in Question: Contract Purchaser

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):

BRAD WEBB
285 Roosevelt Rd

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

Ryan Murphy
Equity LLC

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: 285 Roosevelt Rd

Permanent tax index number: SEE ENCLOSED ALTA SURVEY

Legal description: SEE ENCLOSED ALTA SURVEY

Zoning classification: _____

Lot size: 426± ft. x 292± ft. Area: 141,582 sq. ft.

Present use: FORMER PACKEY WEBB DODGE DEALERSHIP

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):
SEE ATTACHED VARIATIONS LIST

Estimated date to begin construction: OCTOBER 1, 2012

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. 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 existing property has a number of characteristics that make it difficult to adhere to the strict letter of the Zoning Code. Among these are the depth of the property, and potential contamination from the gas station next door. The requested variances are the minimum required to mitigate these encumbrances.

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):
Due to the depth of the property, it would not be possible to obtain a reasonable return if the deviations are not approved. It would be difficult to construct the required square footage and required parking spaces if strict adherence to the Zoning Code was followed.

OR

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

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 requested variations if granted would not alter the essential character of the neighborhood which consists of similar properties. The requested variations will allow the project to be constructed, which in turn will positively impact the area by eliminating a vacant property and establishing a public road connection through the reconstruction of Taft Avenue from Lambert to Lorraine.

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 hardship upon the applicant/owner as distinguished from a mere inconvenience if the strict letter of the Zoning Code were to be carried out:
Due to the physical surroundings and size of the property, it would be difficult to develop it in a way that would yield a positive return for the applicant or owner. This inability to develop the property in the best possible fashion would bring an undue hardship for the applicant/owner in that it would continue to depress property value and result in the currently vacant property staying in place and continuing to be a detriment to the neighborhood.

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 conditions upon which the petition for variation is based are unique to this property and would not be applicable generally to other property within the same zoning districts. Other properties within the zoning district may not have the same constraints as this particular piece of property.

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 purpose of the variations is to create the best possible re-development of this vacant piece of property and make a reasonable return. These variations will result in a better development not just one that would return more money for the applicant/owner.

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 difficulties and hardships are the sole result of the existing conditions of the property and have not been created by any person having interest in the property.

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

Granting of the variations will not pose any detrimental effects to public welfare, or be injurious to other property in the neighborhood in any way. The improvements will actually be a positive for the neighborhood in that they will remove a vacant property and re-establish a connection between Wheaton and Glen Ellyn via the Taft Avenue extension.

6. Provide evidence that the proposed variation will not:

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

The proposed variation will not have any adverse effects on the supply of light and air to adjacent properties.

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

The proposed variation will not cause a substantial increase in the hazard from fire or other dangers to the property in question or adjacent property.

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

The proposed variations will not impair the public health, safety, comfort, morals or general welfare of the inhabitants of the Village.

d. Diminish or impair property values within the neighborhood;

The proposed variations will not diminish or impair property values. The development will actually be a positive for property values in that it will remove a blighted vacant property and replace it with a new development and a public road connection between Wheaton and Glen Ellyn.

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

The proposed variations will not increase traffic congestion in the public streets and highways. The Taft Avenue extension will likely result in a decrease in traffic congestion in the surrounding streets.

f. Create a nuisance; or

The proposed variations will not create a nuisance.

g. Results in an increase in public expenditures.

The proposed variations will not result in an 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 variations being requested are the minimum variations that will allow for the construction of the proposed improvements. These variations will allow the property to be developed and improved in a manner that will result in a positive impact to surrounding properties in the neighborhood.

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

We believe that the proposed improvements will be a huge positive for the neighborhood and for the Village of Glen Ellyn. The improvements will eliminate a currently vacant and unproductive property and reestablish a public road connection that will alleviate traffic congestion and be a real plus for the area.

## 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.

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.

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.

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

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.

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

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.

VERUITY LLC

Signature of Applicant(s)

7/19/12

Date filed

VEQUITY LLC

# OWNERSHIP BY A CORPORATION

Date: 11/13/12

Address: 1400 16TH ST SUITE 175 OAKBROOK, IL

Legal Description:

LIST ALL SHAREHOLDERS AND OFFICERS/DIRECTORS (AND % OF INTEREST OWNED IN EXCESS OF 5% OF STOCK)

Name: Ryan Murphy Address: 468 Hill Ave Glen Ellyn IL % 50

Name: Chris Ilkis Address: 204 Lawton Rd ~~Chicago~~ Riverside IL % 50

Name: Address: %

Name: Address: %

Name: Address: %

Name: Address: %

Name: Address: %

GEFM LLC Name: Ryan Murphy Address: 463 Hill Ave % 50

Name: Dan Slattery Address: Lakeside Dr Hinsdale IL % 50

Name: Address: %

Name: Address: %

Name: Address: %

Name: Address: %

Name: Address: %

Name: Address: %

Name: Address: %

## OWNERSHIP BY LAND TRUST

**Address:** 285 Roosevelt Road, Glen Ellyn, IL

**Permanent Index No. (PIN):** 05-22-201-034; part of 05-22-204-045

**Legal Description:** PARCELS 1, 2 AND 4 ON THE ATTCHED TITLE COMMI MENT

**Trustee:** Chicago Title Land Trust as Trustee u/t/n #10-388.

**Address:** 171 North Clark Street, Chicago, IL 60601

**LIST ALL BENEFICIARIES:**

**Name: PATRICK M. WEBB, SR. FAMILY TRUST**
**CREATED UNDER THE PATRICK M. WEBB, SR.**
**TRUST AGREEMENT DATED 8/4/1989, Eileen C. Webb, Trustee**

**Address: 1830 E. Roosevelt Road, Wheaton, IL 60187**

## OWNERSHIP BY LAND TRUST

**Address:** 285 Roosevelt Road, Glen Ellyn, IL

**Permanent Index No. (PIN):** 05-22-201-024; part of 05-22-200-025 and 05-22-204-045

**Legal Description:** PARCELS 3 AND 5 ON THE ATTCHED TITLE COMMITMENT

**Trustee:** Chicago Title Land Trust as Trustee u/t/n #1997.

**Address:** 171 North Clark Street, Chicago, IL 60601

**LIST ALL BENEFICIARIES:**

**Name: J. Bradley Webb as trustee of**
**Patrick Webb Trust** **Address: 1830 E. Roosevelt Road, Wheaton, IL 60187**

**Name: J. Bradley Webb as trustee of**
**Gregory Webb Trust** **Address:1830 E. Roosevelt Road, Wheaton, IL 60187**

**Name: J. Bradley Webb as trustee of**
**J. Bradley Webb Trust** **Address:1830 E. Roosevelt Road, Wheaton, IL 60187**

**Name: J. Bradley Webb as trustee of**
**Thomas Webb Trust** **Address:1830 E. Roosevelt Road, Wheaton, IL 60187**

**Name: J. Bradley Webb as trustee of**
**John Webb Trust** **Address:1830 E. Roosevelt Road, Wheaton, IL 60187**

CONTRACT INTEREST HELD BY OPUS DEVELOPMENT CORPORATION

Address: 285 Roosevelt Road, Glen Ellyn, IL

Permanent Index No. (PIN): 05-22-201-001; 05-22-201-034; 05-22-201-024; 05-22-201-025; 05-22-204-045

Legal Description: Legal Description Attached

Address: 10350 Bren Road West, Minnetonka, Minnesota 55343

LIST ALL SHAREHOLDERS: Opus Holding, Inc.

Additional information regarding officers and directors of Opus Development Corporation and Opus Holding Inc. attached hereto.

# Corporate Data Sheet Report

As of October 18, 2012

## Opus Development Corporation

**Incorporated in Illinois on 02/18/1988**

**Status:** Current
**Entity Type :** Corporation

## Primary Address

10350 Bren Road West
Minnetonka, Minnesota 55343

## Registered Address

Illinois Corporation Service Company
801 Adlai Stevenson Drive
Springfield, Illinois 62703

## Directors

| | Title |
|---|---|
| R. Craig Flom | Director |
| Timothy W. Murnane | Director |
| Thomas G. Shaver | Director |

# Opus Development Corporation

## Officers

| | Title |
|---|---|
| Thomas G. Shaver | President and Chief Executive Officer |
| Marshall M. Burton | Senior Vice President and General Manager |
| David J. Menke | Senior Vice President and General Manager |
| Julie L. Ledger | Vice President and General Manager |
| John Gelderman | Senior Vice President of National Retail Development |
| David L. Everson | Vice President, Sales and Finance |
| Richard Figueroa | Vice President |
| Thomas F. Lund | Vice President of Real Estate Development |
| Michael Yungerman | Vice President of Real Estate Development |
| Jason Conway | Vice President of National Accounts and Marketing |
| David J. Menke | Secretary |
| Thomas G. Shaver | Treasurer |
| Gary Derfus | Tax Officer |
| Sean T. Spellman | Vice President and General Manager |

## Direct Owners

| | %Ownership |
|---|---|
| Opus Holding, Inc. | 100.0000 % |

# Opus Development Corporation

## Registrations

| | | Charter No. |
|---|---|---|
| **Colorado** | Qualification | 20101533758 |
| **Illinois** | Incorporation | 5497-130-3 |
| **Indiana** | Qualification | |
| **Iowa** | Qualification | 404758 |
| **Kansas** | Qualification | 4452363 |
| **Kentucky** | Qualification | |
| **Michigan** | Qualification | |
| **Minnesota** | Qualification | 3843941-3 |
| **Missouri** | Qualification | F01205281 |
| **Nebraska** | Qualification | 1001000896 |
| **North Dakota** | Qualification | 27,803,100 |
| **Ohio** | Qualification | FL722546 |
| **South Dakota** | Qualification | FB034659 |
| **Wisconsin** | Qualification | |

# Corporate Data Sheet Report

As of November 07, 2011

## Opus Holding, Inc.

### Primary Address

10350 Bren Road West
Minnetonka, Minnesota 55343

### Registered Address

380 Jackson Street
Suite 700
St. Paul, Minnesota 55101

### Directors

| | Title |
|---|---|
| Terry S. Brown | Director |
| Michael R. Buchanan | Director |
| Luz Campa | Director |
| Amy R. Goldman | Director |
| Paul B. Lewis | Director |
| Timothy W. Murnane | Director |
| Mark Rauenhorst | Director |
| Keith P. Bednarowski | Chairman of the Board |

### Officers

| | Title |
|---|---|
| Timothy W. Murnane | President<br>Chief Executive Officer |
| Dennis Power | Chief Financial Officer |
| Margaret A. Bozesky | Vice President, Vice President of Human Resources and Tax Officer |
| Thomas J. Hoben | Vice President, General Counsel and Secretary |

## Opus Holding, Inc

| | |
|---|---|
| Dennis Power | Treasurer |
| Linda A. Gonzales | Vice President - Information Technologies |

# Application for Approval of a Land Transfer, Lot Consolidation, or Two-Lot Subdivision

## I. APPLICATION INFORMATION:

A. Date Filed: _____

B. Request: (Please Check):

Land Transfer_____ Lot Consolidation __X__ Two- Lot Subdivision _____

C. Project Name: FRESH MARKET - 285 ROOSEVELT ROAD

D. Address of Property: 285 ROOSEVELT ROAD

E. Permanent Index No.: AS SHOWN ON PLAT F. Zoning: C3

G. Name of Applicant: VEQUITY LLC ; RYAN MURPHY

H. Address of Applicant: 1400 16TH STREET #175

I. Phone No. (Business): 630-413-9088 (Home) _____

J. Fax No. (Business): _____ (Home) _____

K. E-mail Address: r.murphy@vequity.com

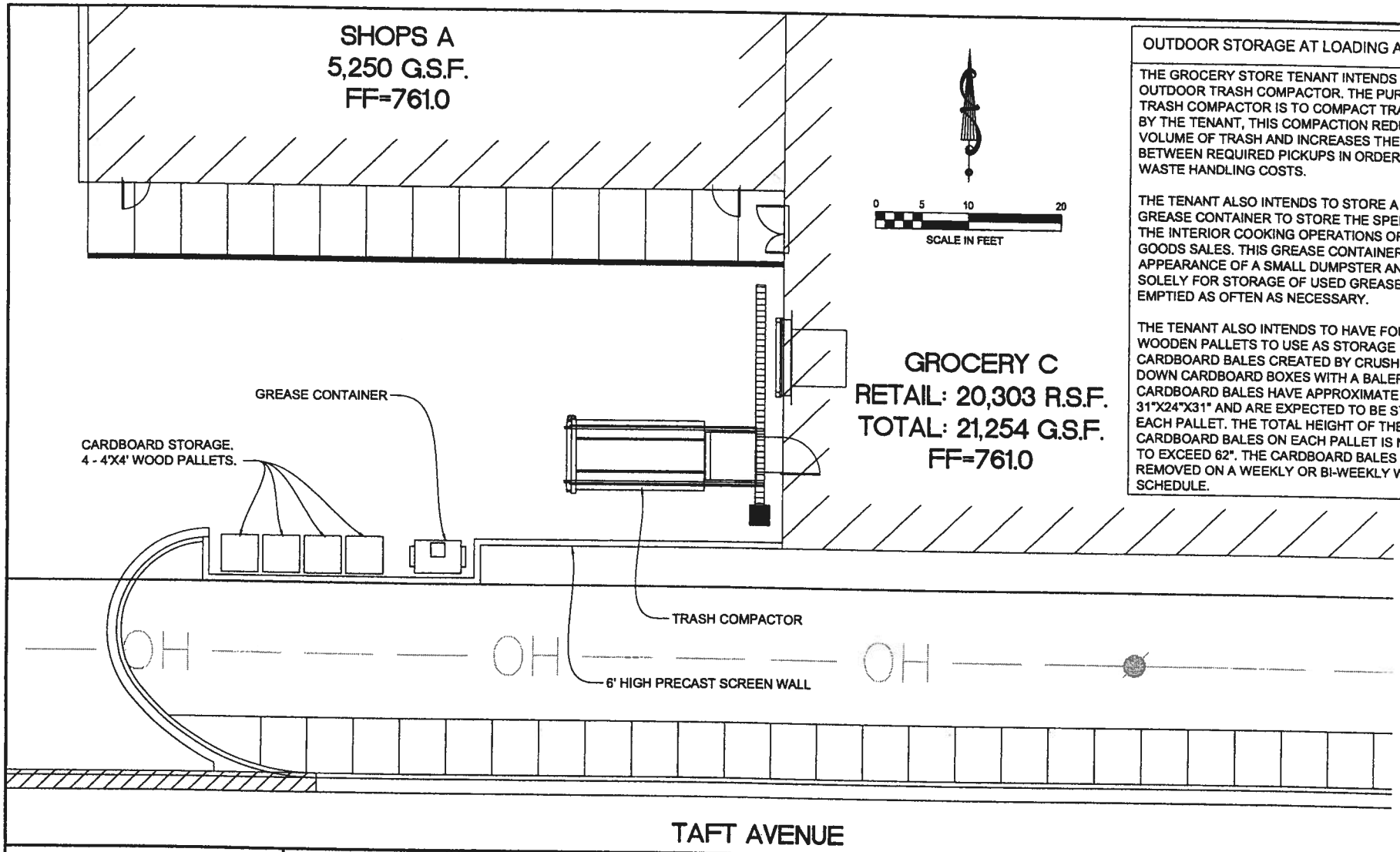
L. Name of Property Owner: BRADLEY J. WEBB

M. Address of Property Owner: 285 ROOSEVELT ROAD

N. Phone No. (Business): _____ (Home) _____

O. E-Mail Address of Property Owner: _____

Signature: _____ Date: 9/6/12




## OUTDOOR STORAGE AT LOADING AREA NARRATIVE

THE GROCERY STORE TENANT INTENDS TO HAVE AN OUTDOOR TRASH COMPACTOR. THE PURPOSE OF THE TRASH COMPACTOR IS TO COMPACT TRASH GENERATED BY THE TENANT, THIS COMPACTION REDUCES THE VOLUME OF TRASH AND INCREASES THE AMOUNT OF TIME BETWEEN REQUIRED PICKUPS IN ORDER TO REDUCE WASTE HANDLING COSTS.

THE TENANT ALSO INTENDS TO STORE A COMMERCIAL GREASE CONTAINER TO STORE THE SPENT GREASE FROM THE INTERIOR COOKING OPERATIONS OF THEIR COOKED GOODS SALES. THIS GREASE CONTAINER HAS THE APPEARANCE OF A SMALL DUMPSTER AND IS USED SOLELY FOR STORAGE OF USED GREASE. IT WILL BE EMPTIED AS OFTEN AS NECESSARY.

THE TENANT ALSO INTENDS TO HAVE FOUR (4) 4'X4' WOODEN PALLETS TO USE AS STORAGE FOR CRUSHED CARDBOARD BALES CREATED BY CRUSHING BROKEN DOWN CARDBOARD BOXES WITH A BALER. THE CARDBOARD BALES HAVE APPROXIMATE DIMENSIONS OF 31"X24"X31" AND ARE EXPECTED TO BE STORED 2 DEEP ON EACH PALLET. THE TOTAL HEIGHT OF THE STORED CARDBOARD BALES ON EACH PALLET IS NOT EXPECTED TO EXCEED 62". THE CARDBOARD BALES WOULD BE REMOVED ON A WEEKLY OR BI-WEEKLY WASTE HAULING SCHEDULE.

REVISIONS

CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS
CIVWORKS Consulting, LLC
2837 W. LYNDALE, UNIT 1A
CHICAGO, ILLINOIS 60647
Ph: (312) 637-9570
Fax: (312) 637-9454
E-mail: info@civworks.com
Web: www.civworks.com

# OUTDOOR STORAGE AT LOADING AREA

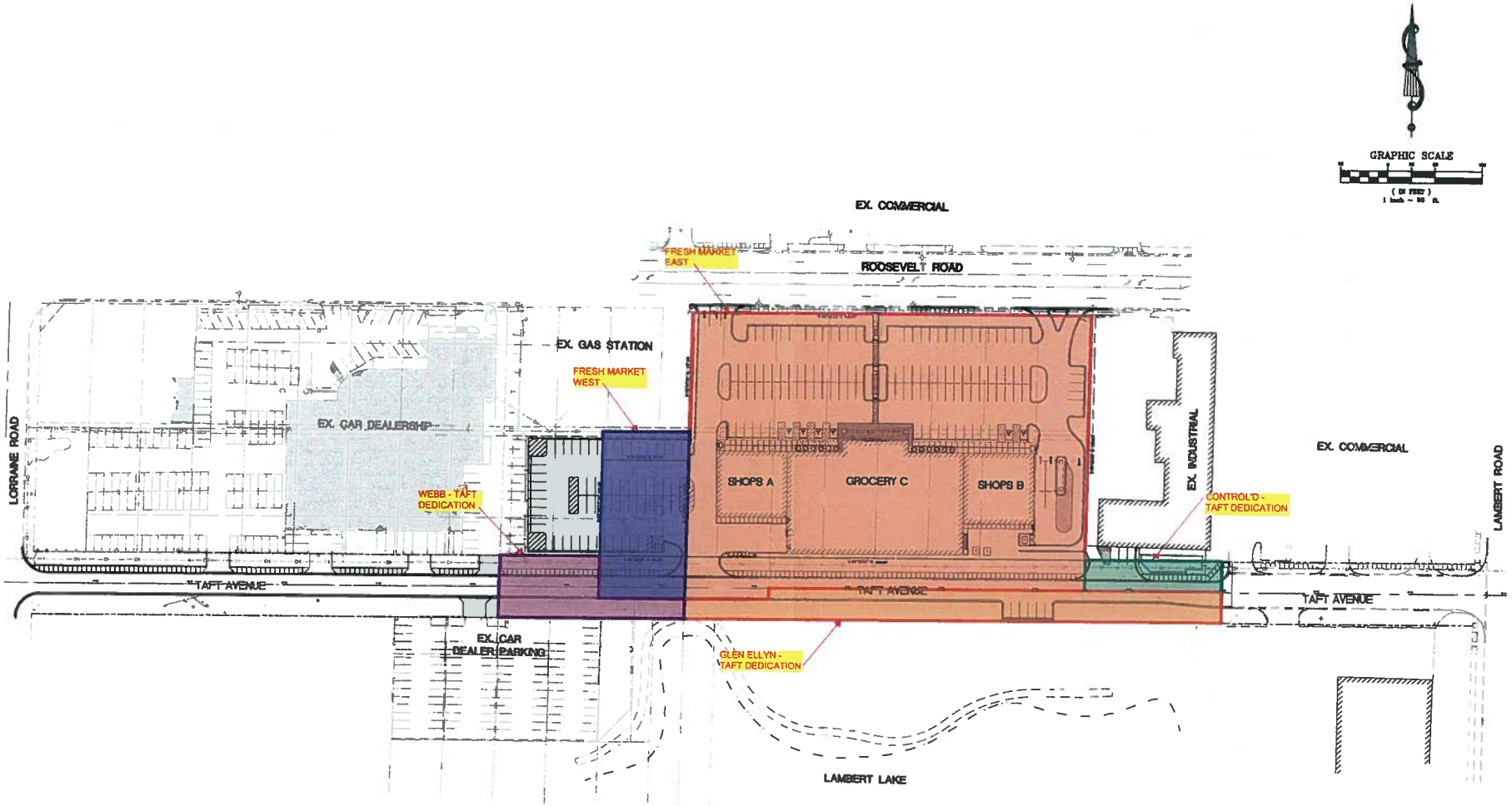
285 ROOSEVELT ROAD / TAFT AVENUE

GLEN ELLYN / WHEATON, IL

| DRAWN BY: | OP | DATE: | 11-08-12 | SCALE: | 1"=10' | PROJ. MGR.: | OP |
|---|---|---|---|---|---|---|---|

SHEET NO. OSL-1

PROJECT #: 11004


GRAPHIC SCALE
EX. COMMERCIAL
ROOSEVELT ROAD
FRESH MARKET EAST
EX. GAS STATION
FRESH MARKET WEST
EX. CAR DEALERSHIP
LORRAINE ROAD
WEBB - TAFT DEDICATION
SHOPS A
GROCERY C
SHOPS B
EX. INDUSTRIAL
CONTROL'D - TAFT DEDICATION
EX. COMMERCIAL
LAMBERT ROAD
TAFT AVENUE
TAFT AVENUE
TAFT AVENUE
EX. CAR DEALER PARKING
GLEN ELLYN - TAFT DEDICATION
LAMBERT LAKE

NELSON SURVEYORS, LLC
410 S. CASS AVENUE
WESTMONT, ILLINOIS 60559
NELSONSURVEYORSLLC.COM
(630) 435-8630 OFFICE
(630) 435-8630 FAX

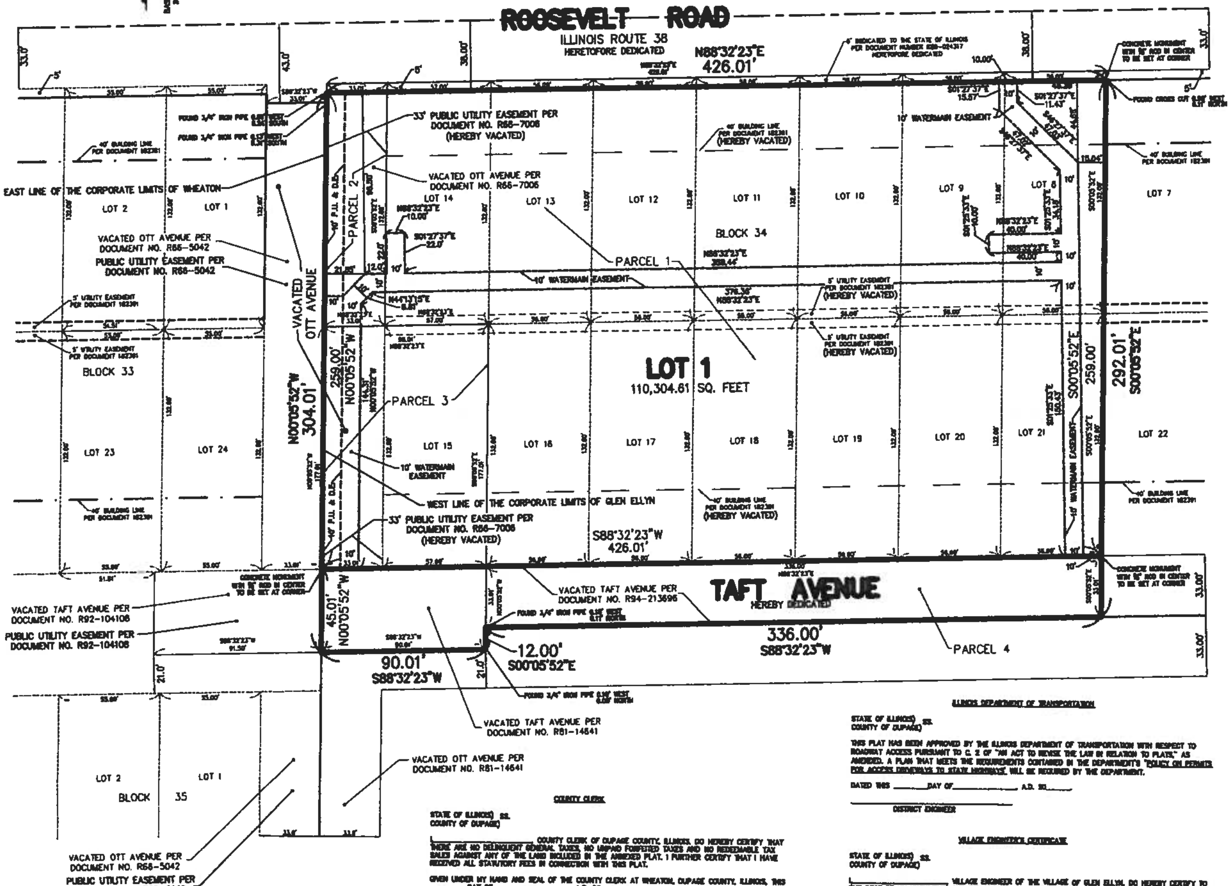
BASIS OF BEARINGS = THE NORTH LINE OF BLOCK 34 IN WHEATON ESTATES = N88°32'23"E (ASSUMED)

# FRESH MARKET EAST
# PLAT OF CONSOLIDATION

OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-22-201-001-0000
PIN: 05-22-201-034-0000
PART OF PIN: 05-22-201-024-0000

GRAPHIC SCALE
( IN FEET )
1 inch = 80 ft.




ILLINOIS DEPARTMENT OF TRANSPORTATION

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO C. 2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS," AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

DATED THIS ______DAY OF____________ A.D. 20_____

______________________
DISTRICT ENGINEER

COUNTY CLERK

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

I,______________ COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THIS PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT WHEATON, DUPAGE COUNTY, ILLINOIS, THIS ______ DAY OF ______________ A.D. 20_____

______________________
COUNTY CLERK

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

I,______________ VILLAGE ENGINEER OF THE VILLAGE OF GLEN ELLYN, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT ALL MATTERS PERTAINING TO PLAT REQUIREMENTS AS PRESCRIBED IN THE REGULATIONS GOVERNING PLATS ADOPTED BY THE VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, ILLINOIS, INSOFAR AS THEY PERTAIN TO THE SUBJECT PLAT, HAVE BEEN COMPLIED WITH. I FURTHER CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE REQUIRED PERFORMANCE SECURITY IS POSTED FOR THE COMPLETION OF THE IMPROVEMENTS COVERING SANITARY SEWERAGE SYSTEM AND DOMESTIC WATER SUPPLY AND TRANSMISSION SYSTEM UNDER THE JURISDICTION OF THE VILLAGE OF GLEN ELLYN, BASED ON ENGINEER'S PLANS AND SPECIFICATIONS PREPARED BY A LICENSED ENGINEER AND APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION, EXCEPT:______________. I FURTHER CERTIFY THAT THE STREET NAMES HAVE BEEN EXAMINED BY ME AND FOUND TO COMPLY WITH THE VILLAGE OF GLEN ELLYN REGULATIONS.

DATED AT GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS______DAY OF____________ A.D. 20______.

______________________
VILLAGE ENGINEER

COUNTY RECORDER

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE ______DAY OF______________A.D. 20_____, AT__________O'CLOCK___M. AS DOCUMENT NUMBER____________

______________________
COUNTY RECORDER

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

APPROVED BY THE PRESIDENT AND VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS ______ DAY OF ____________, A.D. 20_____.

SIGNED______________________ ATTEST______________________
PRESIDENT VILLAGE CLERK

I,______________ VILLAGE CLERK OF THE VILLAGE OF GLEN ELLYN, ILLINOIS, DO HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND BY ORDINANCE DULY APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, AT ITS MEETING HELD ON______________ A.D. 20______. IN WITNESS WHEREOF I HAVE HEREUNTO SET THE SEAL OF THE VILLAGE OF GLEN ELLYN, ILLINOIS.

______________________
VILLAGE CLERK

OWNER'S CERTIFICATE

STATE OF ILLINOIS )
COUNTY OF DU PAGE) SS.

THIS IS TO CERTIFY THAT ______________________ IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND CONSOLIDATED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

I HEREBY DEDICATE FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, ALLEYS, AND FACILITIES; AND I HEREBY ALSO RESERVE FOR THAT COMPANY OF COMPANIES WHICH HAVE BEEN GRANTED BY THE VILLAGE OF OTHER ENTITIES WITH THE POWER TO DO SO, FRANCHISES WITHIN THE VILLAGE FOR UTILITY SERVICES, INCLUDING NATURAL GAS, ELECTRICITY, TELEPHONE, WATER, SEWER, CABLE AND OTHER SIMILAR ENTITIES THE EASEMENT PROVISIONS, WHICH ARE STATED ON THEIR STANDARD FORM, WHICH IS ATTACHED HERETO.

THIS IS TO CERTIFY, ______________________ AS OWNER OF THE PROPERTY DESCRIBED HEREON AND LEGALLY DESCRIBED ON THE PLAT, THAT I HAVE DETERMINED TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE SUBJECT LOT LIES WITHIN THE BOUNDARIES OF THE DISTRICT 87 HIGH SCHOOL DISTRICT AND DISTRICT 89 ELEMENTARY SCHOOL DISTRICT, IN DUPAGE COUNTY, ILLINOIS.

BY:______________________
OWNER

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

THE UNDERSIGNED OWNER OF RECORD ("GRANTOR") HEREBY GRANTS TO AND RESERVES NON-EXCLUSIVE, PERPETUAL EASEMENTS FOR THE VILLAGE OF GLEN ELLYN, THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND THE FOLLOWING PUBLIC UTILITY COMPANIES (COLLECTIVELY, "GRANTEE") OPERATING UNDER FRANCHISES FROM THE VILLAGE OF GLEN ELLYN: COMMONWEALTH EDISON COMPANY, AT&T, NICOR, COMCAST CABLE, WIDE OPEN WEST, OVER ALL AREAS ("EASEMENT AREAS") MARKED "PUBLIC UTILITIES AND DRAINAGE EASEMENT" AND THOSE AREAS DESIGNATED "P.U. & D.E." ON THE PLAT OF CONSOLIDATION FOR THE RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, INCLUDING OVERLAND DRAINAGE, STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED REASONABLY NECESSARY GRANTEE, OVER, UPON, ALONG, UNDER AND THROUGH THE EASEMENT AREAS, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY AS MAY BE REASONABLY AND TEMPORARILY NECESSARY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN AND TRIM OR REMOVE ANY FENCES, TEMPORARY STRUCTURES, TREES, SHRUBS, OR OTHER PLANTS AS MAY BE REASONABLY REQUIRED INCIDENT TO EXERCISE OF THE RIGHTS HEREIN GRANTED. ALL UTILITY FACILITIES INSTALLED PURSUANT TO THE FOREGOING GRANT SHALL BE UNDERGROUND. NO PERMANENT BUILDINGS OR STRUCTURES SHALL BE PLACED ON THE EASEMENT AREAS WHICH WOULD DIMINISH THE UTILITY OF THE EASEMENTS HEREIN GRANTED IN ANY MATERIAL RESPECT, BUT SAID EASEMENT AREAS MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT INTERFERE IN ANY MATERIAL RESPECT WITH THE EASEMENTS HEREIN GRANTED. THE UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES OF THE VILLAGE OF GLEN ELLYN AND TO VILLAGE APPROVAL AS TO DESIGN AND LOCATION.

GRANTOR ALSO GRANTS TO AND RESERVES NON-EXCLUSIVE PERPETUAL EASEMENTS FOR THE VILLAGE OF GLEN ELLYN OVER THE EASEMENT AREAS FOR INGRESS, EGRESS, AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES AND MAINTENANCE AND EMERGENCY AND ROUTINE POLICE, FIRE, AND OTHER PUBLIC SAFETY RELATED SERVICES AS MAY BE REASONABLY AND TEMPORARILY NECESSARY. GRANTEE SHALL PAY ALL COSTS AND EXPENSES OF ANY NATURE WHATSOEVER RELATING TO THE EXERCISE OF THE EASEMENT RIGHTS GRANTED HEREIN. THE EXERCISE OF THE EASEMENT RIGHTS GRANTED HEREIN SHALL BE PERFORMED IN SUCH A MANNER AND AT TIMES SO AS NOT TO INTERFERE WITH WORK BEING DONE AT THE PROPERTY OR WITH ANY BUSINESS BEING CONDUCTED THEREON. IN THE EVENT THE EXERCISE OF THE EASEMENT RIGHTS GRANTED HEREIN DETRIMENTALLY AFFECTS THE CONDITION OF THE PROPERTY OR ANY PART THEREOF, GRANTEE SHALL PROMPTLY RESTORE THE PROPERTY OR ANY PART THEREOF TO ITS ORIGINAL CONDITION INCLUDING, WITHOUT LIMITATION, ANY FILLING AND COMPACTING OF ALL EXCAVATION, REPAVING OF PAVED AREAS AND REPLACEMENT OF LANDSCAPING. GRANTEE SHALL CONSTRUCT AND INSTALL THE UTILITY FACILITIES IN A LIEN-FREE, GOOD AND WORKMANLIKE MANNER IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS, AND GRANTEE SHALL MAINTAIN THE FACILITIES IN GOOD ORDER, CONDITION AND REPAIR, IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GRANTOR FROM AND AGAINST ALL CLAIMS, DAMAGES, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING FROM OR RELATED TO EXERCISE OF THE EASEMENT RIGHTS GRANTED HEREIN. WITH RESPECT TO ANY INDEMNIFICATION PROVIDED HEREIN, GRANTEE SHALL IMMEDIATELY RESPOND AND TAKE OVER THE EXPENSE, DEFENSE AND INVESTIGATION OF ALL CLAIMS ARISING UNDER THIS INDEMNITY. GRANTOR RESERVES THE RIGHT AT ANY TIME AND FROM TIME TO TIME TO RELOCATE ALL OR A PORTION OF THE EASEMENTS GRANTED BY GRANTOR HEREIN, PROVIDED THAT THE EASEMENTS SO RELOCATED WILL BE OF SUBSTANTIALLY EQUIVALENT USEFULNESS TO GRANTEE FOR THE PURPOSES STATED IN THIS AGREEMENT. GRANTEE AGREES THAT ALL EXISTING EASEMENTS AND BUILDING LINES ARE HEREBY VACATED AND OF NO FURTHER FORCE OR EFFECT. BY EXECUTION OF THIS PLAT OF CONSOLIDATION, GRANTEE AGREES AND ACKNOWLEDGES THAT EXERCISE OF THE EASEMENT RIGHTS GRANTED HEREIN ARE SUBJECT TO THE CONDITIONS HEREIN CONTAINED.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

THIS IS TO CERTIFY THAT I, MICHAEL NELSON, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3085, HAVE SURVEYED AND CONSOLIDATED THE FOLLOWING DESCRIBED PROPERTY AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND CONSOLIDATION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE VILLAGE BOARD RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

PARCEL 1: LOTS 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20 AND 21 IN BLOCK 34 IN WHEATON ESTATES, BEING A SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT 182391, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THE EAST 1/2 OF VACATED OTT AVENUE LYING WEST OF AND ADJOINING SAID LOT 14 IN BLOCK 34 IN WHEATON ESTATES, BEING A SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT 182391, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: LOT 15 IN BLOCK 34, IN WHEATON ESTATES, BEING A SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT 182391, AND THAT PART OF THE EAST 1/2 OF VACATED OTT AVENUE LYING WEST OF AND ADJOINING SAID LOT 15 AND THAT PORTION OF THE NORTH 1/2 AND THE NORTH 12 FEET OF THE SOUTH 33 FEET OF VACATED TAFT AVENUE BOUNDED ON THE WEST BY THE CENTER LINE OF OTT AVENUE AND BOUNDED ON THE EAST BY THE EAST LINE EXTENDED SOUTH OF LOT 15, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4: THE NORTH 1/2 OF VACATED TAFT AVENUE LYING SOUTH OF AND ADJOINING LOTS 16, 17, 18, 19, 20, 21 IN BLOCK 34 IN WHEATON ESTATES, BEING A SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT 182391, IN DUPAGE COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON CONTAINS 125,443.03 SQUARE FEET OR 2.879 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF GLEN ELLYN WHICH HAS ADOPTED A COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS HERETOFORE AND HEREAFTER AMENDED AND IS BASED UPON A REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP COMMUNITY PANEL 17043C0903H WITH AN EFFECTIVE DATE OF DECEMBER 16, 2004, IT IS MY OPINION THAT THE PROPERTY PLATTED HEREON IS SITUATED IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS DESIGNATED BY FLOOD INSURANCE RATE MAP.

I HEREBY AUTHORIZE A REPRESENTATIVE FROM THE VILLAGE OF GLEN ELLYN TO RECORD THIS PLAT.

GIVEN UNDER MY HAND AND SEAL AT WESTMONT, ILLINOIS, THIS 23RD DAY OF AUGUST, 2012.

______________________
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3085
MY LICENSE EXPIRES 11/30/2012
PROFESSIONAL DESIGN FIRM LICENSE NO. 184.004838 EXPIRES 04/30/2013

MICHAEL J. NELSON 035-3085 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS WESTMONT, ILLINOIS

NOTARY CERTIFICATE

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

I,______________, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT ______________ AS OWNER, IS PERSONALLY KNOWN BY ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE HAS SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL, THIS______ DAY OF______________ A.D. 20_____.

______________________
NOTARY PUBLIC

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

I,______________, VILLAGE COLLECTOR OF THE VILLAGE OF GLEN ELLYN, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY-DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT. PLAT.

DATED AT GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS ______ DAY OF ______________ A.D. 20_____.

______________________
VILLAGE COLLECTOR

WATERMAIN EASEMENT PROVISIONS

THE UNDERSIGNED OWNER OF RECORD ("GRANTOR") HEREBY GRANTS TO AND RESERVES NON-EXCLUSIVE, PERPETUAL EASEMENTS FOR THE VILLAGE OF GLEN ELLYN ("GRANTEE") TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE, REPLACE AND MAINTAIN FACILITIES USED IN CONNECTION WITH THE DISTRIBUTION OF WATER IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED LINES ON THE PLAT AND MARKED "WATERMAIN EASEMENT" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF THE LOT(S) TO SERVE IMPROVEMENTS THEREON, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE PROPERTY FOR ANY SUCH PURPOSES. NO PERMANENT BUILDING SHALL BE PLACED WITHIN THE DASHED LINES MARKED "WATERMAIN EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF THE GRANTEES, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER SUCH USES THAT DO NOT THEN OR LATER INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

PLAN COMMISSION

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS ______DAY OF______________ A.D. 20_____.

______________________
PLAN COMMISSION CHAIRMAN

ATTEST______________________
RECORDING SECRETARY

REVISED SEPTEMBER 11, 2012 DOCUMENT NO. CHANGE, EASE. PROVISIONS
REVISED OCTOBER 12, 2012 DOCUMENT NO. CHANGE, ADD WM EASE. PROVISIONS, MODIFY WM EASE.

PROJECT NO. 11-130-(EB)-30-EAST.DWG

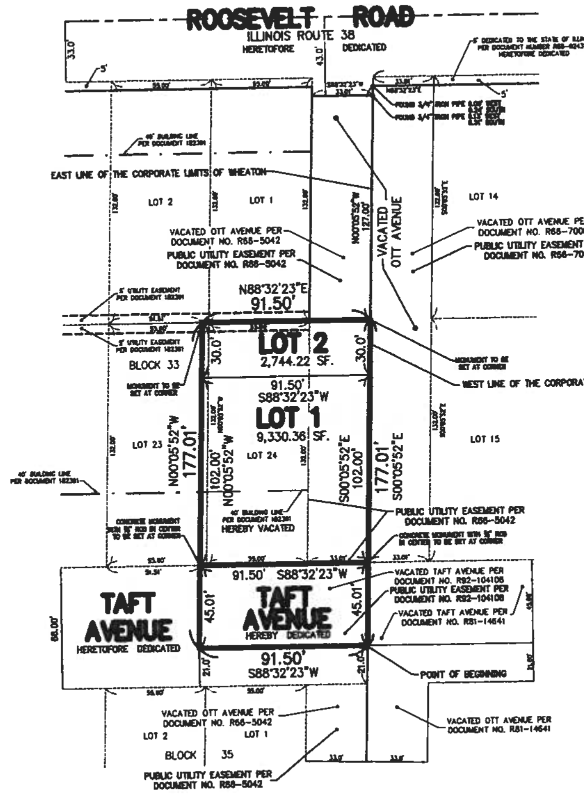
NELSON SURVEYORS, LLC
[illegible] E. CASS AVENUE
WESTMONT, ILLINOIS [illegible]
[illegible]
([illegible]) [illegible] OFFICE
([illegible]) [illegible] FAX

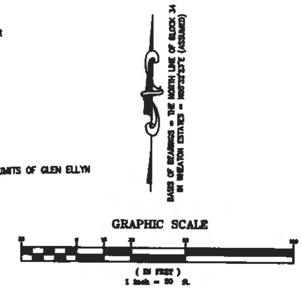
# FRESH MARKET WEST
# PLAT OF SUBDIVISION

OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PART OF PIN: 05-22-201-024-0000

PLAT [redacted] FOR RECORDING BY:
CITY OF WHEATON
303 W. WESLEY ST.
WHEATON, ILLINOIS . 60187




PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

THE UNDERSIGNED OWNER OF RECORD ("GRANTOR") HEREBY GRANTS TO AND RESERVES NON-EXCLUSIVE, PERPETUAL EASEMENTS FOR THE CITY OF WHEATON AND THE FOLLOWING PUBLIC UTILITY COMPANIES (COLLECTIVELY, "GRANTEE") OPERATING UNDER FRANCHISES FROM THE CITY OF WHEATON: COMMONWEALTH EDISON COMPANY, AT&T, NICOR, COMCAST CABLE, WIDE OPEN WEST, OVER ALL AREAS ("EASEMENT AREAS") MARKED "PUBLIC UTILITIES AND DRAINAGE EASEMENT" AND THOSE AREAS DESIGNATED "P.U. & D.E." ON THE PLAT OF CONSOLIDATION FOR THE RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, INCLUDING OVERLAND DRAINAGE, STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED REASONABLY NECESSARY GRANTEE, OVER, UPON, ALONG, UNDER AND THROUGH THE EASEMENT, AREAS, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY AS MAY BE REASONABLY AND TEMPORARILY NECESSARY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN AND TRIM OR REMOVE ANY FENCES, TEMPORARY STRUCTURES, TREES, SHRUBS, OR OTHER PLANTS AS MAY BE REASONABLY REQUIRED INCIDENT TO EXERCISE OF THE RIGHTS HEREIN GRANTED. ALL UTILITY FACILITIES INSTALLED PURSUANT TO THE FOREGOING GRANT SHALL BE UNDERGROUND. NO PERMANENT BUILDINGS OR STRUCTURES SHALL BE PLACED ON THE EASEMENT AREAS WHICH WOULD DIMINISH THE UTILITY OF THE EASEMENTS HEREIN GRANTED IN ANY MATERIAL RESPECT, BUT SAID EASEMENT, AREAS MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT INTERFERE IN ANY MATERIAL RESPECT WITH THE EASEMENTS HEREIN GRANTED. THE UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES OF THE CITY OF WHEATON AND TO VILLAGE APPROVAL AS TO DESIGN AND LOCATION.

GRANTOR ALSO GRANTS TO AND RESERVES NON-EXCLUSIVE PERPETUAL EASEMENTS FOR THE CITY OF WHEATON OVER THE EASEMENT AREAS FOR INGRESS, EGRESS, AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES AND MAINTENANCE AND EMERGENCY AND ROUTINE POLICE, FIRE, AND OTHER PUBLIC SAFETY RELATED SERVICES AS MAY BE REASONABLY AND TEMPORARILY NECESSARY.
GRANTEE SHALL PAY ALL COSTS AND EXPENSES OF ANY NATURE WHATSOEVER RELATING TO THE EXERCISE OF THE EASEMENT RIGHTS GRANTED HEREIN. THE EXERCISE OF THE EASEMENT RIGHTS GRANTED HEREIN SHALL BE PERFORMED IN SUCH A MANNER AND AT TIMES SO AS NOT TO INTERFERE WITH WORK BEING DONE AT THE PROPERTY OR WITH ANY BUSINESS BEING CONDUCTED THEREON. IN THE EVENT THE EXERCISE OF THE EASEMENT RIGHTS GRANTED HEREIN DETRIMENTALLY AFFECTS THE CONDITION OF THE PROPERTY OR ANY PART THEREOF, GRANTEE SHALL PROMPTLY RESTORE THE PROPERTY OR ANY PART THEREOF TO ITS ORIGINAL CONDITION INCLUDING, WITHOUT LIMITATION, ANY FILLING AND COMPACTING OF ALL EXCAVATION, REPAVING OF PAVED AREAS AND REPLACEMENT OF LANDSCAPING. GRANTEE SHALL CONSTRUCT AND INSTALL THE UTILITY FACILITIES IN A LIEN-FREE, GOOD AND WORKMANLIKE MANNER IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS, AND GRANTEE SHALL MAINTAIN THE FACILITIES IN GOOD ORDER, CONDITION AND REPAIR, IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GRANTOR FROM AND AGAINST ALL CLAIMS, DAMAGES, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING FROM OR RELATED TO EXERCISE OF THE EASEMENT RIGHTS GRANTED HEREIN. WITH RESPECT TO ANY INDEMNIFICATION PROVIDED HEREIN, GRANTEE SHALL IMMEDIATELY RESPOND AND TAKE OVER THE EXPENSE, DEFENSE AND INVESTIGATION OF ALL CLAIMS ARISING UNDER THIS INDEMNITY. GRANTOR RESERVES THE RIGHT AT ANY TIME AND FROM TIME TO TIME TO RELOCATE ALL OR A PORTION OF THE EASEMENTS GRANTED BY GRANTOR HEREIN, PROVIDED THAT THE EASEMENTS SO RELOCATED WILL BE OF SUBSTANTIALLY EQUIVALENT USEFULNESS TO GRANTEE FOR THE PURPOSES STATED IN THIS AGREEMENT. GRANTEE AGREES THAT ALL EXISTING EASEMENTS AND BUILDING LINES ARE HEREBY VACATED AND OF NO FURTHER FORCE OR EFFECT. BY EXECUTION OF THIS PLAT OF CONSOLIDATION, GRANTEE AGREES AND ACKNOWLEDGES THAT EXERCISE OF THE EASEMENT RIGHTS GRANTED HEREIN ARE SUBJECT TO THE CONDITIONS HEREIN CONTAINED.

OWNER'S CERTIFICATE

STATE OF ILLINOIS )
COUNTY OF DU PAGE) SS.

THIS IS TO CERTIFY THAT ______________________ IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND HAVE CAUSED THE SAME TO BE SURVEYED AND DEDICATED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

I HEREBY DEDICATE FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, ALLEYS, AND FACILITIES; AND I HEREBY ALSO RESERVE FOR THAT COMPANY OF COMPANIES WHICH HAVE BEEN GRANTED BY THE CITY OF OTHER ENTITIES WITH THE POWER TO DO SO, FRANCHISES WITHIN THE CITY FOR UTILITY SERVICES, INCLUDING NATURAL GAS, ELECTRICITY, TELEPHONE, WATER, SEWER, CABLE AND OTHER SIMILAR ENTITIES THE EASEMENT PROVISIONS, WHICH ARE STATED ON THEIR STANDARD FORM, WHICH IS ATTACHED HERETO.

THIS IS TO CERTIFY, ______________________, AS OWNER OF THE PROPERTY DESCRIBED HEREON AND LEGALLY DESCRIBED ON THE PLAT, THAT I HAVE DETERMINED TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE SUBJECT LOT LIES WITHIN THE BOUNDARIES OF THE DISTRICT 87 HIGH SCHOOL DISTRICT AND DISTRICT 89 ELEMENTARY SCHOOL DISTRICT, IN DUPAGE COUNTY, ILLINOIS.

BY: ______________________
OWNER

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

I, ______________________, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT ______________________ AS OWNER, IS PERSONALLY KNOWN BY ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAY HE HAS SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL, THIS______, DAY OF______________, A.D. 20______.

______________________
NOTARY PUBLIC

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS )
COUNTY OF DUPAGE ) SS.

APPROVED, BY THE MAYOR AND CITY COUNCIL, OF THE CITY OF WHEATON , DUPAGE COUNTY, ILLINOIS, THIS ______ DAT OF ____________, 20______.

______________________
MAYOR, CITY OF WHEATON

ATTEST: ______________________
CITY CLERK

DIRECTOR OF ENGINEERING CERTIFICATE

STATE OF ILLINOIS )
COUNTY OF DU PAGE) SS.

I, ______________________, DIRECTOR OF ENGINEERING FOR THE CITY OF WHEATON, ILLINOIS, DO HEREBY CERTIFY THAY THE PLAT AS APPENDED HERETO MEETS WITH THE REQUIREMENTS AND THE PLANS AND SPECIFICATIONS OF THE WHEATON CITY CODE AND HAS BEEN APPROVED BY ALL PUBLIC AUTHORITIES.

DATED AY WHEATON ILLINOIS THIS ______ DAY OF ____________ 20______

______________________
DIRECTOR OF ENGINEERING

COUNTY CLERK

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

I, ______________________, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY, THAT I FIND NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, NO DELINQUENT OR UNPAID SPECIAL ASSESSMENTS, NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND SHOWN ON THIS PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT WHEATON, DUPAGE COUNTY, ILLINOIS, THIS ______ DAY OF ____________, A.D. 20______.

______________________
COUNTY CLERK

CITY COLLECTOR'S CERTIFICATE

STATE OF ILLINOIS )
COUNTY OF DUPAGE ) SS.

I, ______________________, CITY COLLECTOR FOR THE CITY OF WHEATON, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND DESCRIBED ON THIS PLAT.

DATED AT WHEATON, ILLINOIS, THIS ________ DAT OF ____________, 20______

______________________
CITY COLLECTOR

COUNTY RECORDER

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE ________DAY OF____________A.D. 20______, AT__________O'CLOCK____M. AS DOCUMENT NUMBER__________.

______________________
COUNTY RECORDER

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

THIS IS TO CERTIFY THAT I, MICHAEL NELSON, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3086, HAVE SURVEYED AND CONSOLIDATED THE FOLLOWING DESCRIBED PROPERTY AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND CONSOLIDATION.

THAT PART OF LOTS 23 AND 24 IN BLOCK 33 IN WHEATON ESTATES BEING A SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT 182301; AND THE WEST 1/2 OF VACATED OTT AVENUE LYING EAST AND ADJOINING SAID LOT 24; AND THE NORTH 1/2 AND THE NORTH 1/2 AND THE NORTH 12 FEET OF THE SOUTH 33 FEET OF VACATED TAFT AVENUE LYING SOUTH OF AND ADJOINING LOTS 23 AND 24, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF VACATED OTT AVENUE WITH THE SOUTH LINE OF THE NORTH 12 FEET OF THE SOUTH 33 FEET OF VACATED TAFT AVENUE; THENCE WEST ON SAID SOUTH LINE 91.5 FEET; THENCE NORTH, PARALLEL WITH THE CENTER OF VACATED OTT AVENUE, 177.01 FEET TO THE NORTH LINE OF SAID LOT 23; THENCE EAST ON THE NORTH LINE OF SAID LOTS 23 AND 24 AND THE EASTERLY EXTENSION OF SAID NORTH LINE, 91.5 FEET TO THE CENTER LINE OF VACATED OTT AVENUE; THENCE SOUTH ALONG SAID CENTER LINE TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS WITHIN THE CORPORATE LIMITS OF THE CITY OF WHEATON WHICH HAS ADOPTED A COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS HERETOFORE AND HEREAFTER AMENDED.

I FURTHER CERTIFY THAT THIS PROPERTY IS WITHIN ZONE "X", (AREAS DETERMINED TO BE OUTSIDE THE 2% ANNUAL CHANCE OF FLOODPLAIN) AS DESIGNATED BY THE FLOOD INSURANCE RATE MAP (FIRM) FOR WHEATON, ILLINOIS, COMMUNITY PANEL NUMBER 17043C0504H WITH AN EFFECTIVE DATE OF DECEMBER 16, 2004.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

I FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON CONTAINS 16,182.08 SQUARE FEET OR 0.371 ACRES, MORE OR LESS.

I HEREBY AUTHORIZE A REPRESENTATIVE FROM THE CITY OF WHEATON TO RECORD THIS PLAT.

GIVEN UNDER MY HAND AND SEAL AT WESTMONT, ILLINOIS, THIS 23RD DAY OF AUGUST, 2012.

______________________
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3086
MY LICENSE EXPIRES 11/30/2012
PROFESSIONAL DESIGN FIRM LICENSE NO. 184.004838 EXPIRES 04/30/2013

REVISED: SEPTEMBER 11, 2012 LEGAL DESCRIPTION, ADD LOT 2, PROVISIONS (PER ATTY.)

PROJECT NO. 11-[illegible]-WEST.DWG.

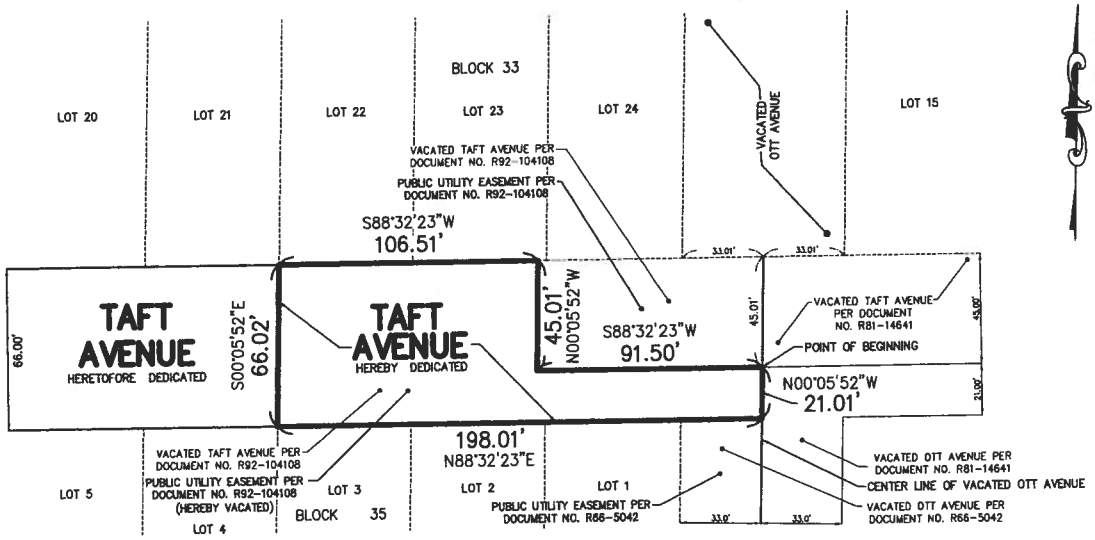
NELSON SURVEYORS, LLC
410 S. CASS AVENUE
WESTMONT, ILLINOIS 60559
NELSONSURVEYORSLLC.COM
(815) 436-8520 OFFICE
(815) 436-8528 FAX

# PLAT OF DEDICATION

PART OF PIN: 05-22-200-025-0000
PART OF PIN: 05-22-204-044-0000
PART OF PIN: 05-22-204-045-0000

THAT PART OF VACATED TAFT AVENUE LYING SOUTH OF LOTS 22, 23 AND 24 IN BLOCK 33, ALSO LYING NORTH OF LOTS 1, 2 AND 3 IN BLOCK 35 AND LYING WEST OF THE CENTER LINE OF VACATED OTT AVENUE IN WHEATON ESTATES, BEING A SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT 182381; DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF VACATED OTT AVENUE WITH THE SOUTH LINE OF THE NORTH 12 FEET OF THE SOUTH 33 FEET OF VACATED TAFT AVENUE; THENCE WEST ON SAID SOUTH LINE FOR A DISTANCE OF 91.50 FEET; THENCE NORTH, PARALLEL WITH THE CENTER OF SAID VACATED OTT AVENUE FOR A DISTANCE OF 45.01 FEET TO A POINT ON THE NORTH LINE OF SAID VACATED TAFT AVENUE, ALSO BEING THE SOUTH LINE OF SAID LOT 23 IN BLOCK 33; THENCE WEST ALONG THE NORTH LINE OF SAID VACATED TAFT AVENUE, ALSO BEING THE SOUTH LINE OF SAID LOTS 23 AND 23 IN BLOCK 33 FOR A DISTANCE OF 106.51 FEET TO THE SOUTHWEST CORNER OF SAID LOT 22; THENCE SOUTH ALONG A LINE PARALLEL TO THE CENTER LINE OF SAID VACATED OTT AVENUE FOR A DISTANCE OF 66.02 FEET TO THE SOUTH LINE OF SAID VACATED TAFT AVENUE, ALSO BEING THE NORTHWEST CORNER OF SAID LOT 3 IN BLOCK 35; THENCE EAST ALONG THE NORTH LINE OF SAID VACATED TAFT AVENUE, EXTENDED EAST TO THE CENTER LINE OF SAID VACATED OTT AVENUE, ALSO BEING THE NORTH LINE OF SAID LOTS 1, 2 AND 3 IN BLOCK 35, EXTENDED EAST TO THE CENTER LINE OF SAID VACATED OTT AVENUE FOR A DISTANCE OF 198.01 FEET TO THE CENTER LINE OF SAID VACATED OTT AVENUE; THENCE NORTH ALONG THE CENTER LINE OF SAID VACATED OTT AVENUE FOR A DISTANCE OF 21.01 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

**PLAT SUBMITTED FOR RECORDING BY:**
CITY OF WHEATON
303 W. WESLEY ST.
WHEATON, ILLINOIS . 60187




GRAPHIC SCALE

20 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.

## OWNER'S CERTIFICATE

STATE OF ILLINOIS )
COUNTY OF DU PAGE) SS.

THIS IS TO CERTIFY THAT _____ IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND HAVE CAUSED THE SAME TO BE SURVEYED AND DEDICATED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

BY:_____
OWNER

## NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

I,_____, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AS OWNER, IS PERSONALLY KNOWN BY ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE HAS SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL, THIS_____ DAY OF_____, A.D. 20_____.

_____
NOTARY PUBLIC

## COUNTY CLERK

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

I,_____ COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THIS PLAT.

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

_____
COUNTY CLERK

## COUNTY RECORDER

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE _____DAY OF_____A.D. 20_____, AT_____O'CLOCK___M. AS DOCUMENT NUMBER_____

_____
COUNTY RECORDER

## CITY COLLECTOR'S CERTIFICATE

STATE OF ILLINOIS )
COUNTY OF DUPAGE ) SS.

I, _____, CITY COLLECTOR FOR THE CITY OF WHEATON, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND DESCRIBED ON THIS PLAT.

DATED AT WHEATON, ILLINOIS, THIS _____ DAY OF _____, 20_____

_____
CITY COLLECTOR

## CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS )
COUNTY OF DUPAGE ) SS.

APPROVED, BY THE MAYOR AND CITY COUNCIL, OF THE CITY OF WHEATON, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, 20_____.

_____
MAYOR, CITY OF WHEATON

ATTEST:_____
CITY CLERK

MICHAEL J. NELSON
035-3095
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
WESTMONT, ILLINOIS

## SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, MICHAEL NELSON, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3095, HAVE SURVEYED AND DEDICATED THE ABOVE DESCRIBED PROPERTY AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND DEDICATION.

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS WITHIN THE CORPORATE LIMITS OF THE CITY OF WHEATON WHICH HAS ADOPTED A COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS HERETOFORE AND HEREAFTER AMENDED.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

I HEREBY AUTHORIZE A REPRESENTATIVE FROM THE CITY OF WHEATON TO RECORD THIS PLAT.

GIVEN UNDER MY HAND AND SEAL AT WESTMONT, ILLINOIS, THIS 23RD DAY OF AUGUST, 2012.

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3095
MY LICENSE EXPIRES 11/30/2012
PROFESSIONAL DESIGN FIRM LICENSE NO. 184.004838 EXPIRES 04/30/2013

REVISED SEPTEMBER 11, 2012 ADD EASEMENT VACATED NOTE

PROJECT NO. 11-150-DEDICATION-30-WEST.DWG.

NELSON SURVEYORS, LLC.
410 S. CASS AVENUE
WESTMONT, ILLINOIS 60559
NELSONSURVEYORSLLC.COM
(815) 436-8530 OFFICE
(815) 436-8528 FAX

# PLAT OF DEDICATION

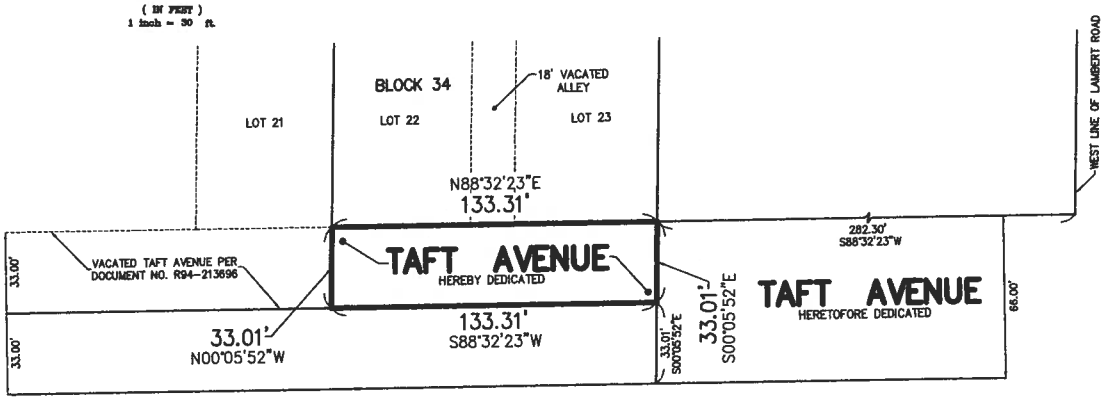
PIN: 05-22-201-035-0000
PIN: 05-22-201-036-0000

OF PART OF THE NORTH HALF OF VACATED TAFT AVENUE LYING BETWEEN THE WEST LINE OF LOT 22 EXTENDED SOUTH AND THE EAST LINE OF LOT 23 EXTENDED SOUTH IN BLOCK 34 IN WHEATON ESTATES, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT 182391, IN DUPAGE COUNTY, ILLINOIS.

BASIS OF BEARINGS = THE SOUTH LINE OF BLOCK 34 IN WHEATON ESTATES = N88°32'23"E (ASSUMED)

GRAPHIC SCALE

( IN FEET )
1 inch = 30 ft.




## OWNER'S CERTIFICATE

STATE OF ILLINOIS )
COUNTY OF DU PAGE) SS.

THIS IS TO CERTIFY THAT _____ IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND HAVE CAUSED THE SAME TO BE SURVEYED AND DEDICATED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

BY: _____
OWNER

## NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

I, _____, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AS OWNER, IS PERSONALLY KNOWN BY ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE HAS SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL, THIS_____, DAY OF_____, A.D. 20_____.

_____
NOTARY PUBLIC

## PLAN COMMISSION

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF GLEN ELLYN, DU PAGE COUNTY, ILLINOIS, THIS _____DAY OF_____, A.D. 20_____.

_____
PLAN COMMISSION CHAIRMAN

ATTEST_____
RECORDING SECRETARY

## COUNTY RECORDER

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE _____DAY OF_____A.D. 20_____, AT_____O'CLOCK___M. AS DOCUMENT NUMBER_____

_____
COUNTY RECORDER

## VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

APPROVED BY THE PRESIDENT AND VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, A.D. 20_____.

SIGNED_____ATTEST_____
PRESIDENT VILLAGE CLERK

I_____, VILLAGE CLERK OF THE VILLAGE OF GLEN ELLYN, ILLINOIS, DO HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND BY ORDINANCE DULY APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, AT ITS MEETING HELD ON_____, A.D. 20_____, IN WITNESS WHEREOF I HAVE HEREUNTO SET THE SEAL OF THE VILLAGE OF GLEN ELLYN, ILLINOIS.

_____
VILLAGE CLERK

## COUNTY CLERK

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

I, _____, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THIS PLAT.

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

_____
COUNTY CLERK

MICHAEL J. NELSON
035-3095
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
WESTMONT, ILLINOIS

## SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

THIS IS TO CERTIFY THAT I, MICHAEL NELSON, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3095, HAVE SURVEYED AND DEDICATED THE ABOVE DESCRIBED PROPERTY AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND DEDICATION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE VILLAGE BOARD RELATIVE TO PLATS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF GLEN ELLYN WHICH HAS ADOPTED A COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE II OF THE ILLINOIS MUNICIPAL CODE AS HERETOFORE AND HEREAFTER AMENDED.

I HEREBY AUTHORIZE A REPRESENTATIVE FROM THE VILLAGE OF GLEN ELLYN TO RECORD THIS PLAT.

GIVEN UNDER MY HAND AND SEAL AT WESTMONT, ILLINOIS, THIS 23RD DAY OF AUGUST, 2012.

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3095
MY LICENSE EXPIRES 11/30/2012
PROFESSIONAL DESIGN FIRM LICENSE NO. 184.004836 EXPIRES 04/30/2013

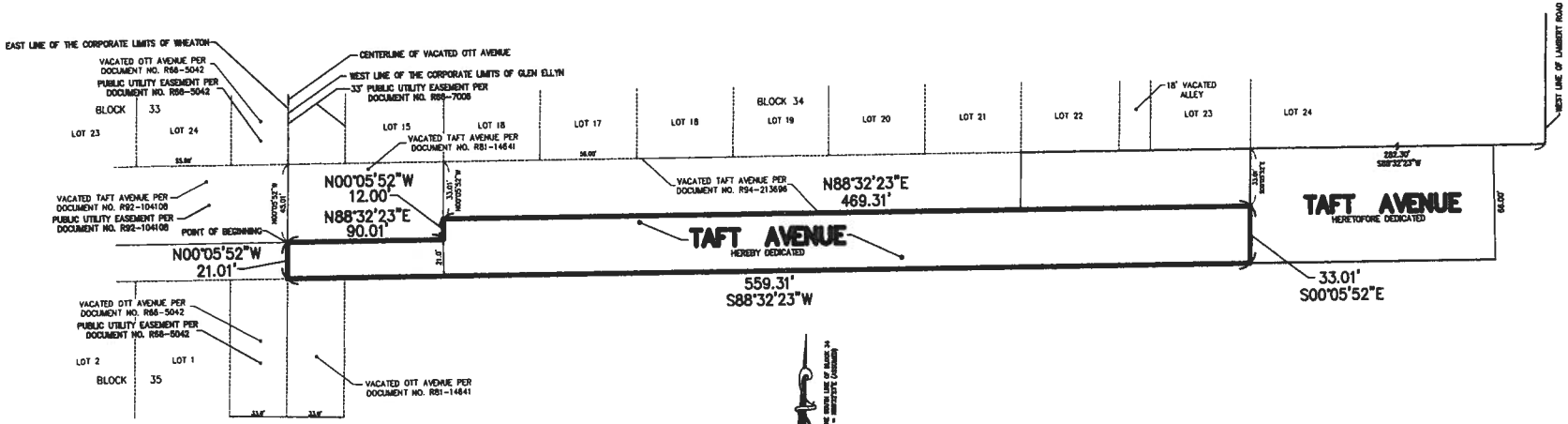
PROJECT NO. 11-150-DED-30-EAST.DWG.

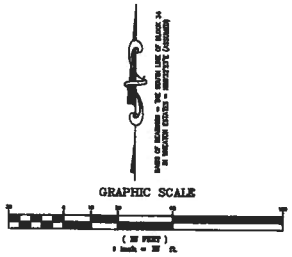
NELSON SURVEYING, INC.
400 E. EAST AVENUE
WESTMONT, ILLINOIS 60559
NELSONSURVEYING@AOL.COM
(630) 428-9020 OFFICE
(630) 428-9028 FAX

# PLAT OF DEDICATION

PART OF PIN: 05-22-205-025-0000

OF THAT PART OF THE SOUTH HALF OF VACATED TAFT AVENUE LYING EAST OF THE CENTER LINE OF VACATED OTT AVENUE AND LYING WEST OF THE EAST LINE OF LOT 23 IN BLOCK 34 IN WHEATON ESTATES, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRIMCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT 182391, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF VACATED OTT AVENUE WITH THE SOUTH LINE OF THE NORTH 12 FEET OF THE SOUTH 33 FEET OF SAID VACATED TAFT AVENUE; THENCE N88°32'23"E ALONG SAID LINE BEING THE SOUTH LINE OF THE NORTH 12 FEET OF THE SOUTH 33 FEET OF SAID VACATED TAFT AVENUE FOR A DISTANCE OF 90.01 FEET TO EAST LINE OF LOT 15 IN BLOCK 34 EXTENDED SOUTH; THENCE N00°05'52"W ALONG THE WEST LINE OF SAID LOT 15 IN BLOCK 34 EXTENDED SOUTH FOR A DISTANCE OF 12 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 33 FEET OF SAID VACATED TAFT AVENUE, SAID LINE ALSO BEING THE NORTH LINE OF THE SOUTH HALF OF SAID VACATED TAFT AVENUE; THENCE N88°32'23"E ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID VACATED TAFT AVENUE FOR A DISTANCE OF 469.31 FEET TO THE EAST LINE OF SAID LOT 23 EXTENDED SOUTH; THENCE S00°05'52"E ALONG SAID EAST LINE OF SAID LOT 23 EXTENDED SOUTH FOR A DISTANCE OF 33.01 FEET TO THE SOUTH LINE OF SAID VACATED TAFT AVENUE; THENCE S88°32'23"W ALONG THE SOUTH LINE OF SAID VACATED TAFT AVENUE FOR A DISTANCE OF 559.31 FEET TO THE CENTER LINE OF SAID VACATED OTT AVENUE; THENCE N00°05'52"W ALONG THE CENTER LINE OF SAID OTT AVENUE FOR A DISTANCE OF 21.01 FEET TO THE POINT OF BERINNING, IN DUPAGE COUNTY, ILLINOIS.




## VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

APPROVED BY THE PRESIDENT AND VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, A.D. 20____.

SIGNED_____ ATTEST_____
PRESIDENT VILLAGE CLERK

I_____, VILLAGE CLERK OF THE VILLAGE OF GLEN ELLYN, ILLINOIS, DO HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND BY ORDINANCE DULY APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, AY ITS MEETING HELD ON_____, A.D. 20____. IN WITNESS WHEREOF I HAVE HEREUNTO SET THE SEAL OF THE VILLAGE OF GLEN ELLYN, ILLINOIS.

_____
VILLAGE CLERK

## PLAN COMMISSION

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF GLEN ELLYN, DU PAGE COUNTY, ILLINOIS, THIS _____DAY OF_____, A.D. 20____.

_____
PLAN COMMISSION CHAIRMAN

ATTEST_____
RECORDING SECRETARY

## COUNTY CLERK

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

I_____, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THIS PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT WHEATON, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, A.D. 20____.

_____
COUNTY CLERK

## COUNTY RECORDER

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE _____DAY OF_____A.D. 20____ AT_____O'CLOCK____M. AS DOCUMENT NUMBER_____

_____
COUNTY RECORDER

## SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

THIS IS TO CERTIFY THAT I, MICHAEL NELSON, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3085, HAVE SURVEYED AND DEDICATED THE ABOVE DESCRIBED PROPERTY AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND DEDICATION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. I FURTHER CERTIFY THAT ALL REQUIRATIONS ENACTED BY THE VILLAGE BOARD RELATIVE TO PLATS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF GLEN ELLYN WHICH HAS ADOPTED A COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE II OF THE ILLINOIS MUNICIPAL CODE, AS HERETOFORE AND HEREAFTER AMENDED.

I HEREBY AUTHORIZE A REPRESENTATIVE FROM THE VILLAGE OF GLEN ELLYN TO RECORD THIS PLAT.

GIVEN UNDER MY HAND AND SEAL AT WESTMONT, ILLINOIS, THIS 8TH DAY OF SEPTEMBER, 2012.

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3085
MY LICENSE EXPIRES 11/30/2012
PROFESSIONAL DESIGN FIRM LICENSE NO. 184.004938 EXPIRES 04/30/2013

REVISED SEPTEMBER 11, 2012 DOCUMENT NO. CHANGE

PROJECT NO. 11-460-DED-20-SOUTH-EAST.DWG

# A.L.T.A. / A.C.S.M. LAND TITLE SURVEY

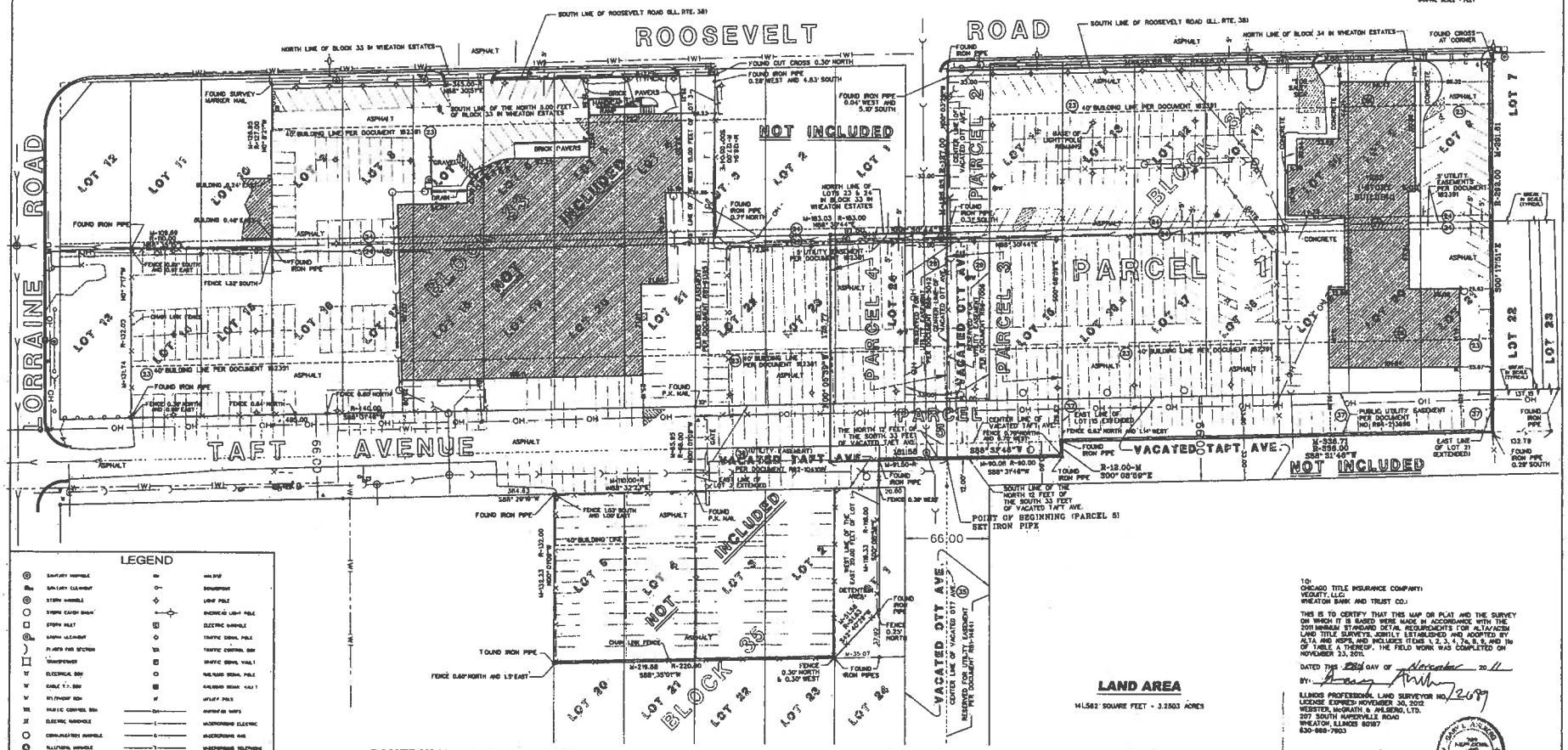
PARCEL 1:
LOTS 6, 8, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20 AND 21 IN BLOCK 34 IN WHEATON ESTATES, BEING A SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT 182381, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:
THE EAST 1/2 OF VACATED OTT AVENUE LYING WEST OF AND ADJOINING SAID LOT 14 IN BLOCK 34 IN WHEATON ESTATES, BEING A SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT 182391, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:
LOT 15 IN BLOCK 34, IN WHEATON ESTATES, BEING A SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT 182381, AND THAT PART OF THE EAST 1/2 OF VACATED OTT AVENUE LYING WEST OF AND ADJOINING SAID LOT 15 AND THAT PORTION OF THE NORTH 1/2 AND THE NORTH 12 FEET OF THE SOUTH 33 FEET OF VACATED TAFT AVENUE BOUNDED ON THE WEST BY THE CENTER LINE OF OTT AVENUE AND BOUNDED ON THE EAST BY THE EAST LINE EXTENDED SOUTH OF LOT 15, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4:
THE NORTH 1/2 OF VACATED TAFT AVENUE LYING SOUTH OF AND ADJOINING LOTS 16, 17, 18, 19, 20, 21 IN BLOCK 34 IN WHEATON ESTATES, BEING A SUBDIVISION IN SECTION 33, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT 182391, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 5:
THAT PART OF LOTS 23 AND 24 IN BLOCK 33 IN WHEATON ESTATES BEING A SUBDIVISION IN SECTION 33, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT 182391 AND THE WEST 1/2 OF VACATED OTT AVENUE LYING EAST AND ADJOINING SAID LOT 24 AND THE NORTH 1/2 AND THE NORTH 12 FEET OF THE SOUTH 33 FEET OF VACATED TAFT AVENUE LYING SOUTH OF AND ADJOINING LOTS 23 AND 24, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF VACATED OTT AVENUE WITH THE SOUTH LINE OF THE NORTH 12 FEET OF THE SOUTH 33 FEET OF VACATED TAFT AVENUE; THENCE WEST ON SAID SOUTH LINE 91.5 FEET; THENCE NORTH, PARALLEL WITH THE CENTER OF VACATED OTT AVENUE, TO THE NORTH LINE OF SAID LOT 23; THENCE EAST OF THE NORTH LINE OF SAID LOTS 23 AND 24 AND THE EASTERLY EXTENSION OF SAID NORTH LINE 91.3 FEET TO THE CENTER LINE OF VACATED OTT AVENUE; THENCE SOUTH ALONG SAID CENTER LINE TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.




## LEGEND

| | |
|---|---|
| SANITARY MANHOLE | MAILBOX |
| SANITARY CLEANOUT | SIGNAGE |
| STORM MANHOLE | LIGHT POLE |
| STORM CATCH BASIN | OVERHEAD LIGHT POLE |
| STORM INLET | ELECTRIC MANHOLE |
| STORM CLEANOUT | TRAFFIC SIGNAL POLE |
| FLARED END SECTION | TRAFFIC CONTROL BOX |
| TRANSFORMER | TRAFFIC SIGNAL VAULT |
| ELECTRICAL BOX | RAILROAD SIGNAL POLE |
| CABLE T.V. BOX | RAILROAD SIGNAL VAULT |
| TELEPHONE BOX | UTILITY POLE |
| PUBLIC COMMUNICATION | OVERHEAD WIRES |
| ELECTRIC MANHOLE | UNDERGROUND ELECTRIC |
| COMMUNICATION MANHOLE | UNDERGROUND GAS |
| ILLUMINATION MANHOLE | UNDERGROUND TELEPHONE |
| ELECTRIC METER | UNDERGROUND CABLE T.V. |
| GAS METER | GUARD RAIL |
| GAS VALVE | SANITARY SEWER |
| U-BOX | STORM SEWER |
| WATER VALVE | FENCE LINE |
| WATER VALVE VAULT | CHAIN RAIL |
| FIRE HYDRANT | DECIDUOUS TREE |
| FIRE HYDRANT VALVE | PINE TREE |
| WATER METER | SIGNAL MOUNTED PUSH |
| INVERNED METER | FOUND IRON PIPE |
| SIGN | CROSS CUT IN CONCRETE |
| FLAG POLE | M - MEASURED DIMENSION |
| PEDESTRIAN CROSSING | R - RECORDED DIMENSION |

## SCHEDULE B SURVEY ITEMS

PER CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE ORDER NO. H18 [illegible] WITH AN EFFECTIVE DATE OF SEPTEMBER 26, 2011.

(23) BUILDING LINES AS SHOWN ON THE PLAT OF WHEATON ESTATES ARE SHOWN HEREON.
(24) PUBLIC UTILITY EASEMENTS PER DOCUMENT 182381 ARE SHOWN HEREON.
(26) BUILDING 1285 AND BUILDING LINE PER DOCUMENT 182391 ARE SHOWN HEREON.
(27) BUILDING 1285 AND PUBLIC UTILITY EASEMENTS PER DOCUMENT 182391 ARE SHOWN HEREON.
(28) EASEMENT RESERVED IN VACATION ORDINANCE PER DOCUMENT R86-5042 IS SHOWN HEREON.
(29) EASEMENT RESERVED IN VACATION ORDINANCE PER DOCUMENT R86-7006 IS SHOWN HEREON.
(35) EASEMENT RESERVED IN VACATION ORDINANCE PER DOCUMENT R81-14841 IS SHOWN HEREON.
(36) PUBLIC UTILITY EASEMENT PER DOCUMENT, R92-104108 IS SHOWN HEREON.
(37) PUBLIC UTILITY EASEMENT PER DOCUMENT R94-213696 IS SHOWN HEREON.

## FLOOD ZONE CLASSIFICATION

BY SCALE OF MEASUREMENT ON FLOOD INSURANCE RATE MAP PANEL NO. 17043C0053H, FOR DUPAGE COUNTY, ILLINOIS AND INCORPORATED AREAS, WITH AN EFFECTIVE DATE OF DECEMBER 16, 2004, THE SURVEYED PROPERTY LIES WITHIN A FLOOD ZONE CLASSIFICATION OF ZONE X-UNSHADED, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

## GENERAL NOTES

1.1 THE NUMBER OF PARKING SPACES PROVIDED UNDER "PARKING INFORMATION" ONLY INCLUDES THOSE SPACES INTENDED FOR A SINGLE PASSENGER VEHICLE.

2.1 THE SURVEYED PROPERTY ALSO CONTAINS PARKING SPACES THAT ARE INTENDED FOR MULTIPLE PASSENGER VEHICLES OR OTHER TYPES OF VEHICLES, AND ARE NOT INCLUDED UNDER THE "PARKING INFORMATION" TABLE.

## LAND AREA

141,562 SQUARE FEET - 3.2503 ACRES

## PARKING INFORMATION

110 REGULAR STRIPED PARKING SPACES
1 HANDICAPPED STRIPED SPACE
111 TOTAL STRIPED PARKING SPACES

TO:
CHICAGO TITLE INSURANCE COMPANY;
VECRITY, LLC;
WHEATON BANK AND TRUST CO.;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7a, 8, 9, AND 16 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON NOVEMBER 23, 2011.

DATED THIS 28th DAY OF November, 20 11

BY: [signature]

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2489
LICENSE EXPIRES: NOVEMBER 30, 2012
WEBSTER, McGRATH & AHLBERG, LTD.
207 SOUTH NAPERVILLE ROAD
WHEATON, ILLINOIS 60187
630-668-7603

| Rev. | Date | Description | By |
|---|---|---|---|
| | | | |

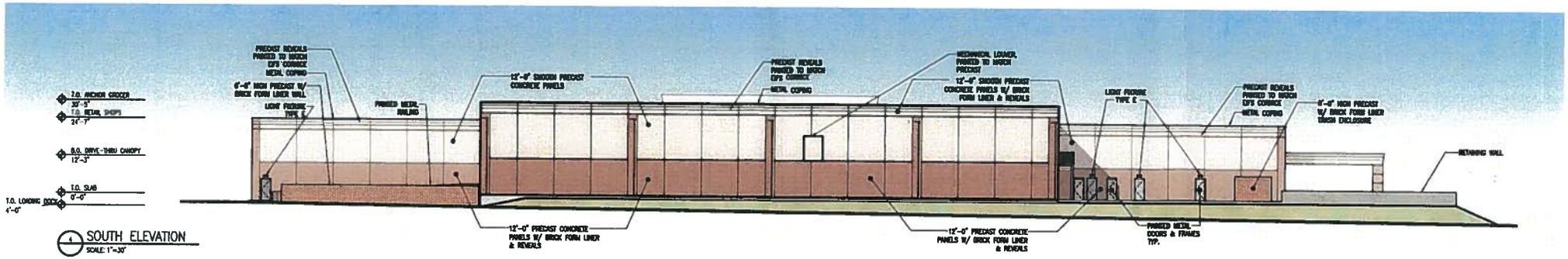
ALTA / ACSM LAND TITLE SURVEY

LOCATION: 2285 ROOSEVELT ROAD, WHEATON, ILLINOIS

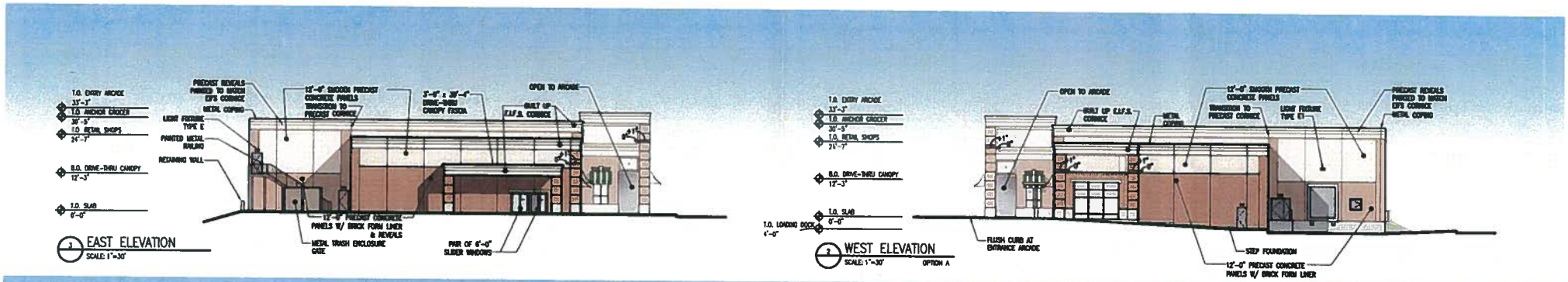
PREPARED FOR: [illegible]

WEBSTER, McGRATH & AHLBERG LTD.
WMA
CIVIL ENGINEERS · LAND SURVEYORS · LANDSCAPE ARCHITECTS
"It's a Pleasure to Serve Our Clients"
207 SOUTH NAPERVILLE ROAD, WHEATON, ILLINOIS 60187
630-668-7603 · FAX 630-668-8216 · www.wma-ltd.com

| | |
|---|---|
| DATE | 11-23-11 |
| SCALE | 1" = 30' |
| DRAWN | BDB/AB |
| FILE | S-17656 |
| SURVEY | 1 OF 1 |

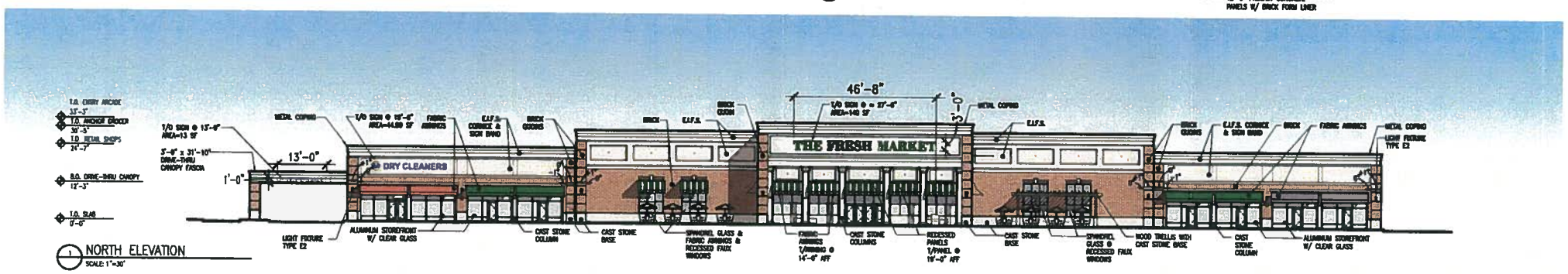



SOUTH ELEVATION
SCALE: 1"=30'




EAST ELEVATION
SCALE: 1"=30'

WEST ELEVATION
SCALE: 1"=30'
OPTION A




NORTH ELEVATION
SCALE: 1"=30'

BUILDING ELEVATIONS
SCALE: 1" = 30'-0" @ 11"x17"
0 10 25 50'-0"

RETAIL DEVELOPMENT

GLEN ELLYN, IL

OPUS THE OPUS GROUP

vequity real estate. redefined

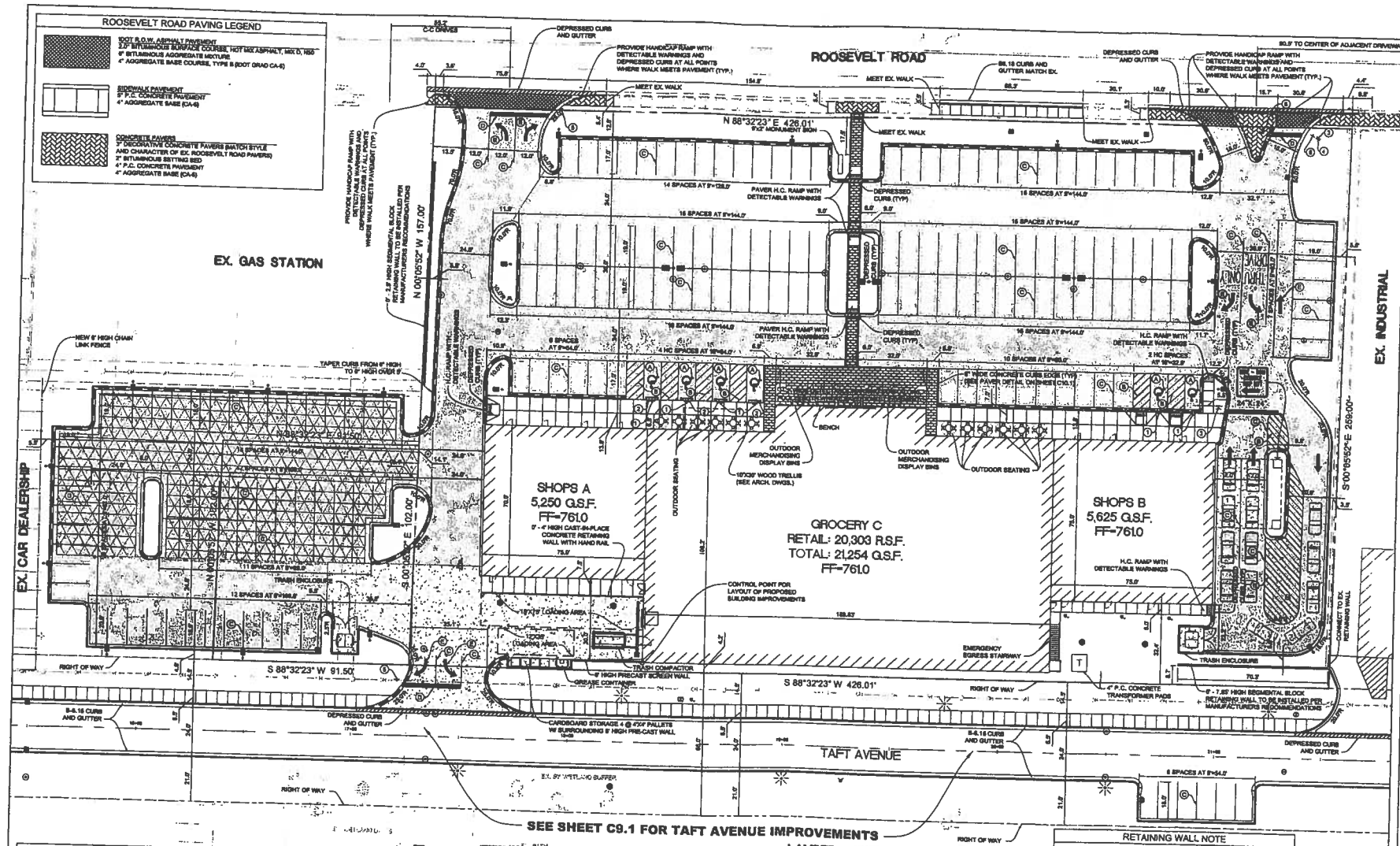
Wolf Pack SUSTAINABLE Land Development Services

CIVWORKS Consulting, LLC

OKW Architects

DATE: OCTOBER 31, 2012

PROJECT NUMBER: 12004




## GENERAL NOTES

1. ALL RADII ARE 3.0' UNLESS OTHERWISE NOTED.
2. CURB SHALL BE TYPE B-6.12 UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS AND CURB RADII ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
4. ALL SITE SIGNAGE SHALL BE IN CONFORMANCE WITH M.U.T.C.D. STANDARDS, LATEST EDITION.
5. ALL PARKING SPACES SHALL BE ANGLED AT 90° TO THE ASSOCIATED DRIVE AISLE.
6. DETECTABLE WARNING STRIPS WITH TRUNCATED DOMES ON ALL CURB RAMPS SHALL CONSIST OF CONTRASTING COLOR TO ADJACENT PAVEMENT COLOR PER IDOT REGULATIONS. PREFERRED COLOR IS RED (FEDERAL COLOR STANDARD 30109)
7. REFER TO ARCHITECTURAL AND SIGNAGE PLANS FOR ANY ADDITIONAL SITE SIGNAGE AND PAVEMENT MARKINGS.
8. ALL TRAFFIC SIGNS SHALL BE INSTALLED AT 7' HIGH MEASURED FROM THE GROUND ELEVATION TO THE BOTTOM OF SIGN.

## PAVING LEGEND

- HEAVY DUTY ASPHALT PAVEMENT
  1.5" BITUMINOUS SURFACE COURSE, HOT MIX ASPHALT, MIX D, N50
  2.5" BITUMINOUS BINDER COURSE, HOT MIX ASPHALT, IL-19, N50
  12" AGGREGATE BASE COURSE, TYPE B (IDOT GRAD CA-6)
- STANDARD DUTY ASPHALT PAVEMENT
  1.5" BITUMINOUS SURFACE COURSE, HOT MIX ASPHALT, MIX D, N50
  2.5" BITUMINOUS BINDER COURSE, HOT MIX ASPHALT, IL-19, N50
  10" AGGREGATE BASE COURSE, TYPE B (IDOT GRAD CA-6)
- CONCRETE PAVEMENT
  5" P.C. CONCRETE PAVEMENT
  6" AGGREGATE BASE (CA-6)
- PETROMAT OVERLAY
  4.5"-6.0" BITUMINOUS SURFACE COURSE, HOT MIX ASPHALT, MIX D, N50 (SEE GRADING PLAN FOR PROPOSED PAVEMENT ELEVATION)
  POLYPROPYLENE PETROMAT FABRIC
  ASPHALT CEMENT TACK COAT
- CONCRETE PAVERS
  3" DECORATIVE CONCRETE PAVERS
  2" BITUMINOUS SETTING BED
  4" P.C. CONCRETE PAVEMENT
  6" AGGREGATE BASE (CA-6) : 4" IN NON-DRIVE AREAS
- SIDEWALK PAVEMENT
  4" P.C. CONCRETE PAVEMENT
  4" AGGREGATE BASE (CA-6)

## SITE DATA

TOTAL SITE AREA = 2.74± AC

| | |
|---|---|
| RETAIL SHOPS A = | 5,250 S.F. |
| RETAIL SHOPS B = | 5,625 S.F. |
| GROCERY C = | 20,303 S.F. |
| TOTAL BUILDING AREA = | 31,178 S.F. |

GLEN ELLYN PORTION:
PARKING PROVIDED = 123 SPACES
HANDICAP PARKING PROVIDED = 6 SPACES

PARKING RATIO = 3.94 CARS / 1,000 S.F.

WHEATON PORTION:
PARKING PROVIDED = 60 SPACES

COMBINED PARKING PROVIDED = 183 SPACES

## RETAINING WALL NOTE

RETAINING WALLS TALLER THAN 3' SHALL HAVE A MIN. 4' HIGH SAFETY HANDRAIL AND BE DESIGNED BY AN ILLINOIS REGISTERED STRUCTURAL ENGINEER. CONTRACTOR TO PROVIDE SIGNED AND SEALED CONSTRUCTION DRAWING TO VILLAGE FOR REVIEW AND APPROVAL PRIOR TO ORDERING MATERIAL AND BEGINNING INSTALLATION OF RETAINING WALL.

## PAVEMENT MARKING AND SIGN LEGEND

1. R7-8 HANDICAP PARKING SIGN (12"X18")
2. RUBBER/FORM 100% POST-CONSUMER RECYCLED RUBBER WHEEL STOPS. PRODUCT NO. RF-PWESYLW
3. R5-1 DO NOT ENTER SIGN (24"X30")
4. R3-5 RIGHT TURN ONLY SIGN (24"X30")
5. R1-1 STOP SIGN (30"X30")
6. R3-2 NO LEFT TURN SIGN (24"X30")
A. HANDICAP SYMBOL PER LATEST ADA STANDARDS
B. 4" SOLID YELLOW AT 34° C-C AT 45 DEGREES
C. 4" SOLID YELLOW STRIPE (TYP)
D. 24" WIDE WHITE STOP BAR

GRAPHIC SCALE

REVISIONS

| | | |
|---|---|---|
| 4 | 11/27/13 | REVISED PER VILLAGE OF GLEN ELLYN REVIEW |
| 3 | 10/29/13 | REVISED PER CITY OF WHEATON REVIEW |
| 2 | 10/17/13 | REVISED PER VILLAGE OF GLEN ELLYN AND IDOT REVIEW |
| 1 | 09/17/13 | REVISED PER VILLAGE OF GLEN ELLYN REVIEW |


CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS
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FAX: (773) 637-7084
E-mail: info@civworks.com
Web: www.civworks.com


PLANS PREPARED FOR:
VEQUITY, LLC
1400 16TH STREET, SUITE 175
OAK BROOK, IL
(630) 413-0088

# SITE DIMENSIONAL AND PAVING PLAN

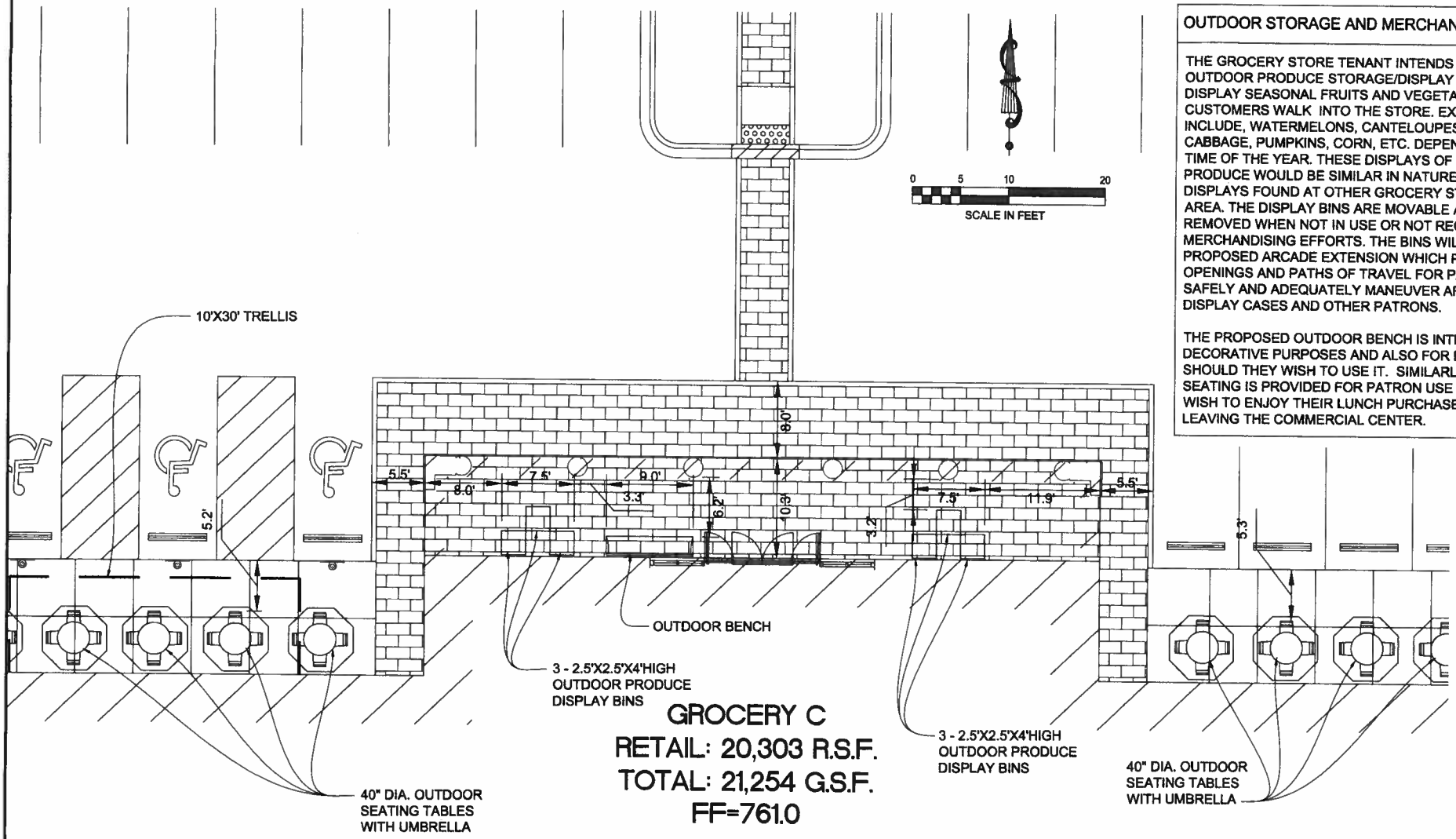
285 ROOSEVELT ROAD / TAFT AVENUE

GLEN ELLYN / WHEATON, IL

| | |
|---|---|
| PROJ. MGR.: | CF |
| PROJ. ENG.: | CF |
| DRAWN BY: | |
| DATE: | 07-31-2012 |
| SCALE: | 1"=30' |

SHEET NO. C4.0

W SET - PENDING APPROVAL - NOT FOR CONSTRUCTION




## OUTDOOR STORAGE AND MERCHANDISE NARRATIVE

THE GROCERY STORE TENANT INTENDS TO INCORPORATE OUTDOOR PRODUCE STORAGE/DISPLAY BINS IN ORDER TO DISPLAY SEASONAL FRUITS AND VEGETABLES AS CUSTOMERS WALK INTO THE STORE. EXAMPLES WOULD INCLUDE, WATERMELONS, CANTELOUPES, APPLES, CABBAGE, PUMPKINS, CORN, ETC. DEPENDING ON THE TIME OF THE YEAR. THESE DISPLAYS OF OUTDOOR PRODUCE WOULD BE SIMILAR IN NATURE TO OUTDOOR DISPLAYS FOUND AT OTHER GROCERY STORES IN THE AREA. THE DISPLAY BINS ARE MOVABLE AND COULD BE REMOVED WHEN NOT IN USE OR NOT REQUIRED FOR MERCHANDISING EFFORTS. THE BINS WILL BE BELOW THE PROPOSED ARCADE EXTENSION WHICH PROVIDES MANY OPENINGS AND PATHS OF TRAVEL FOR PATRONS TO SAFELY AND ADEQUATELY MANEUVER AROUND THE DISPLAY CASES AND OTHER PATRONS.

THE PROPOSED OUTDOOR BENCH IS INTENDED FOR DECORATIVE PURPOSES AND ALSO FOR PATRON USE, SHOULD THEY WISH TO USE IT. SIMILARLY THE OUTDOOR SEATING IS PROVIDED FOR PATRON USE SHOULD THEY WISH TO ENJOY THEIR LUNCH PURCHASES PRIOR TO LEAVING THE COMMERCIAL CENTER.

| REVISIONS | | |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |


CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS

CIVWORKS Consulting, LLC

2837 W. LYNDALE, UNIT 1A
CHICAGO, ILLINOIS 60647
Ph: (312) 637-9570
Fax: (312) 637-9454
E-mail: info@civworks.com
Web: www.civworks.com


# OUTDOOR STORAGE AND MERCHANDISING

## 285 ROOSEVELT ROAD / TAFT AVENUE

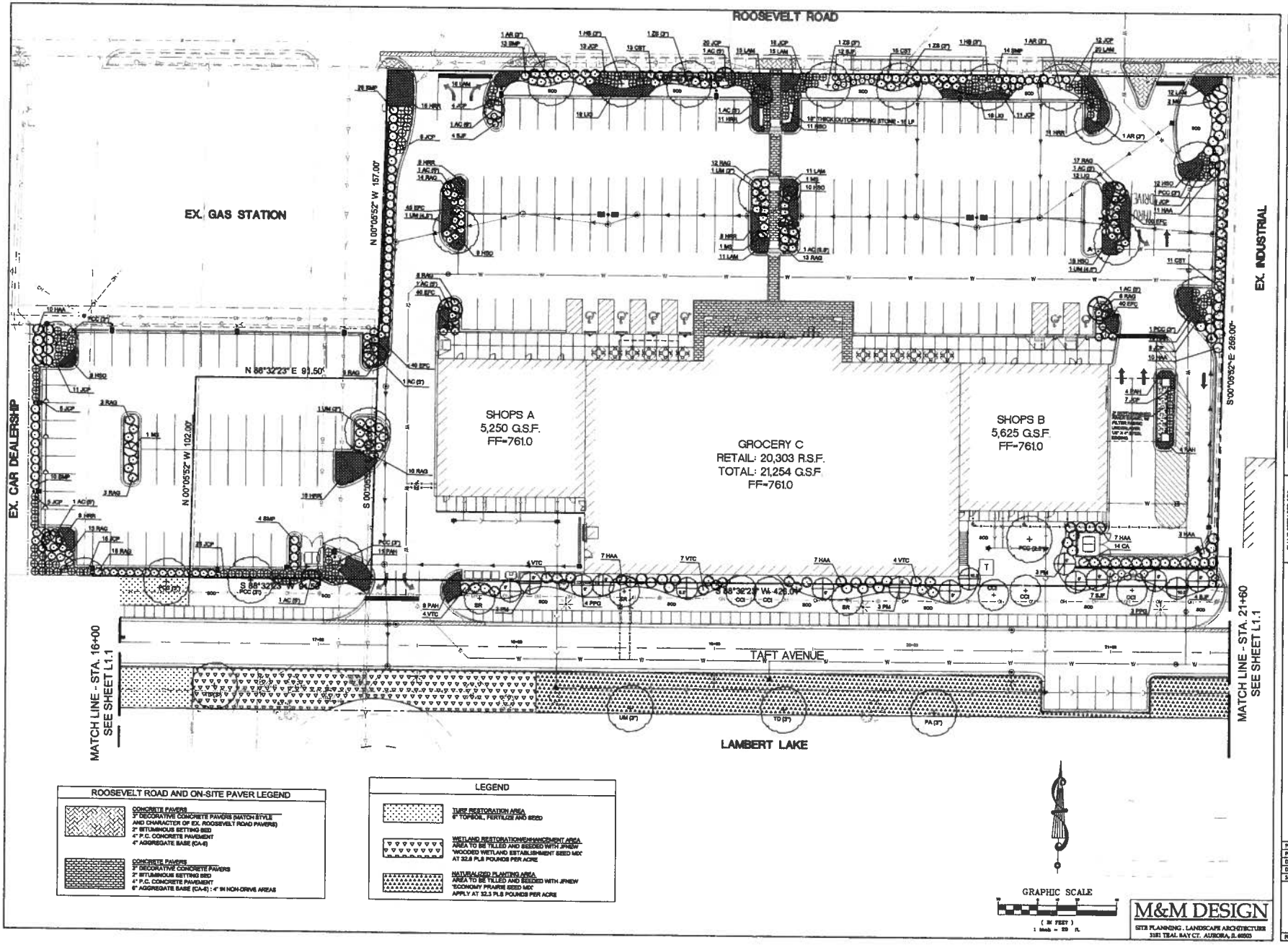
## GLEN ELLYN / WHEATON, IL

| DRAWN BY: | OP | DATE: | 10-12-12 | SCALE: | 1"=10' | PROJ. MGR.: | OP |
|---|---|---|---|---|---|---|---|

SHEET NO.

OSM-1

PROJECT #: 11004




**ROOSEVELT ROAD AND ON-SITE PAVER LEGEND**

CONCRETE PAVERS
3" DECORATIVE CONCRETE PAVERS (MATCH STYLE AND CHARACTER OF EX. ROOSEVELT ROAD PAVERS)
2" BITUMINOUS SETTING BED
4" P.C. CONCRETE PAVEMENT
4" AGGREGATE BASE (CA-6)

CONCRETE PAVERS
3" DECORATIVE CONCRETE PAVERS
2" BITUMINOUS SETTING BED
4" P.C. CONCRETE PAVEMENT
6" AGGREGATE BASE (CA-6) : 4" IN NON-DRIVE AREAS

**LEGEND**

TURF RESTORATION AREA
6" TOPSOIL, FERTILIZE AND SEED

WETLAND RESTORATION/ENHANCEMENT AREA
AREA TO BE TILLED AND SEEDED WITH JFNEW "WOODED WETLAND ESTABLISHMENT SEED MIX" AT 32.8 PLS POUNDS PER ACRE

NATURALIZED PLANTING AREA
AREA TO BE TILLED AND SEEDED WITH JFNEW "ECONOMY PRAIRIE SEED MIX" APPLY AT 32.3 PLS POUNDS PER ACRE

M&M DESIGN
SITE PLANNING . LANDSCAPE ARCHITECTURE
3181 TEAL BAY CT. AURORA, IL 60503

REVISIONS

| | | |
|---|---|---|
| 4 | 11/7/12 | REVISED PER VILLAGE OF GLEN ELLYN REVIEW |
| 3 | 10/23/12 | REVISED PER CITY OF WHEATON REVIEW |
| 2 | 10/12/12 | REVISED PER VILLAGE OF GLEN ELLYN AND IDOT REVIEW |
| 1 | 09/17/12 | REVISED PER VILLAGE OF GLEN ELLYN REVIEW |

CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS

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Web: www.civworks.com

PLANS PREPARED FOR:
VEQUITY, LLC
1400 16TH STREET, SUITE 175
OAK BROOK, IL
(630) 413-9088

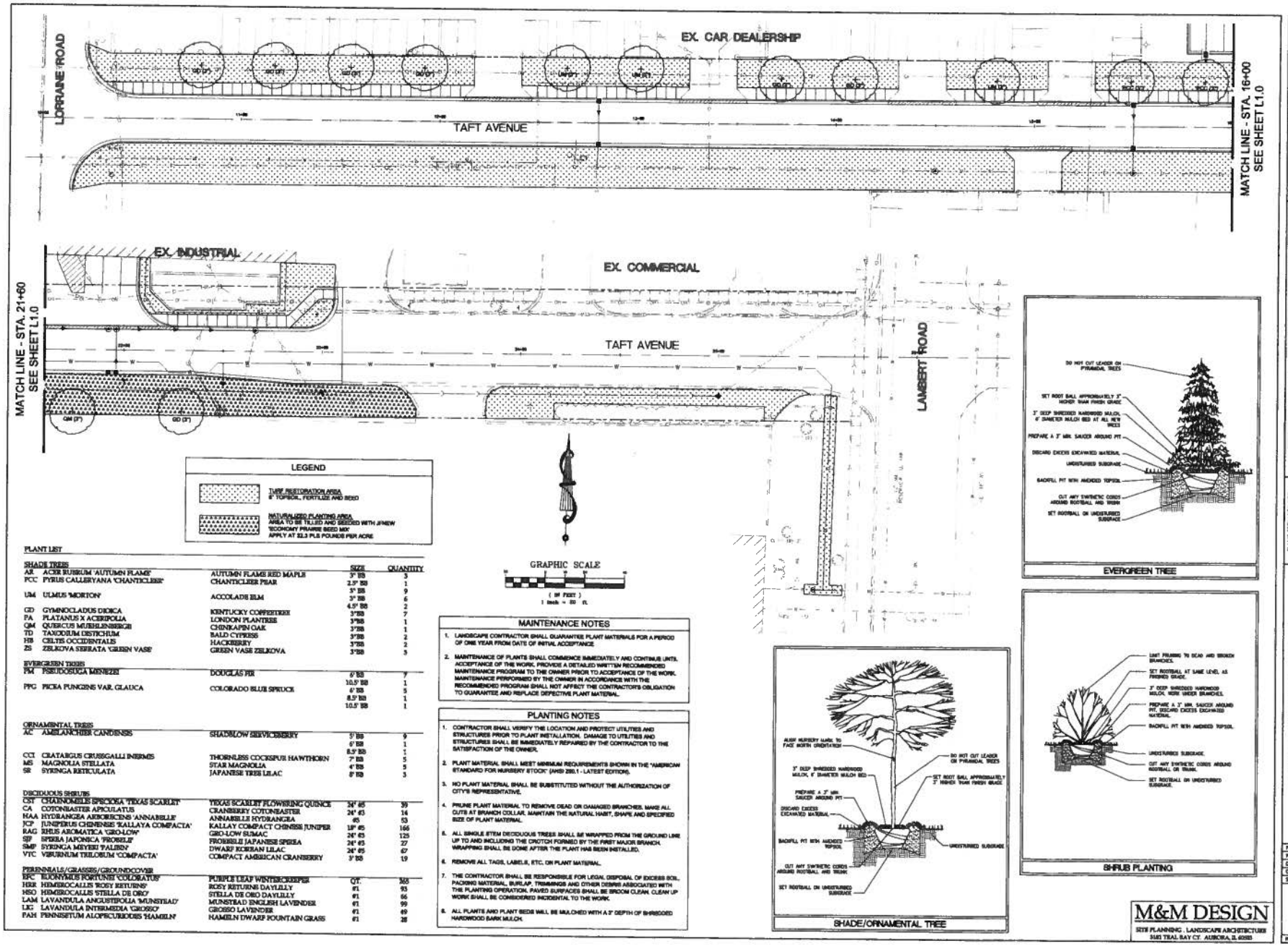
LANDSCAPING PLAN - I
285 ROOSEVELT ROAD / TAFT AVENUE
GLEN ELLYN / WHEATON, IL

| | |
|---|---|
| PROJ. MGR.: | OP |
| PROJ. ENG.: | OP |
| DRAWN BY: | |
| DATE: | 07-31-2012 |
| SCALE: | 1"=20' |

SHEET NO.
L1.0

PROJ. NUMBER: 11004

REVIEW SET - PENDING APPROVAL - NOT FOR CONSTRUCTION




PLANT LIST

| | | | SIZE | QUANTITY |
|---|---|---|---|---|
| **SHADE TREES** | | | | |
| AR | ACER RUBRUM 'AUTUMN FLAME' | AUTUMN FLAME RED MAPLE | 3" BB | 3 |
| PCC | PYRUS CALLERYANA 'CHANTICLEER' | CHANTICLEER PEAR | 2.5" BB | 1 |
| | | | 3" BB | 9 |
| UM | ULMUS 'MORTON' | ACCOLADE ELM | 3" BB | 6 |
| | | | 4.5" BB | 2 |
| GD | GYMNOCLADUS DIOICA | KENTUCKY COFFEETREE | 3"BB | 7 |
| PA | PLATANUS X ACERIFOLIA | LONDON PLANTREE | 3"BB | 1 |
| QM | QUERCUS MUEHLENBERGII | CHINKAPIN OAK | 3"BB | 1 |
| TD | TAXODIUM DISTICHUM | BALD CYPRESS | 3"BB | 2 |
| HB | CELTIS OCCIDENTALIS | HACKBERRY | 3"BB | 2 |
| ZS | ZELKOVA SERRATA 'GREEN VASE' | GREEN VASE ZELKOVA | 3"BB | 3 |
| **EVERGREEN TREES** | | | | |
| PM | PSEUDOSUGA MENEZIEI | DOUGLAS FIR | 6' BB | 7 |
| | | | 10.5' BB | 1 |
| PPG | PICEA PUNGENS VAR. GLAUCA | COLORADO BLUE SPRUCE | 6' BB | 5 |
| | | | 8.5' BB | 1 |
| | | | 10.5' BB | 1 |
| **ORNAMENTAL TREES** | | | | |
| AC | AMELANCHIER CANDENSIS | SHADBLOW SERVICEBERRY | 5' BB | 9 |
| | | | 6' BB | 1 |
| | | | 8.5' BB | 1 |
| CCI | CRATAEGUS CRUSSGALLI INERMIS | THORNLESS COCKSPUR HAWTHORN | 7' BB | 5 |
| MS | MAGNOLIA STELLATA | STAR MAGNOLIA | 4' BB | 5 |
| SR | SYRINGA RETICULATA | JAPANESE TREE LILAC | 8' BB | 3 |
| **DECIDUOUS SHRUBS** | | | | |
| CST | CHAENOMELES SPECIOSA 'TEXAS SCARLET' | TEXAS SCARLET FLOWERING QUINCE | 24" #5 | 39 |
| CA | COTONEASTER APICULATUS | CRANBERRY COTONEASTER | 24" #3 | 14 |
| HAA | HYDRANGEA ARBORESCENS 'ANNABELLE' | ANNABELLE HYDRANGEA | #5 | 53 |
| JCP | JUNIPERUS CHINENSIS 'KALLAYA COMPACTA' | KALLAY COMPACT CHINESE JUNIPER | 18" #5 | 166 |
| RAG | RHUS AROMATICA 'GRO-LOW' | GRO-LOW SUMAC | 24" #5 | 125 |
| SF | SPIRIA JAPONICA 'FROBELII' | FROBELII JAPANESE SPIREA | 24" #3 | 27 |
| SMP | SYRINGA MEYERI 'PALIBIN' | DWARF KOREAN LILAC | 24" #5 | 67 |
| VTC | VIBURNUM THILOBUM 'COMPACTA' | COMPACT AMERICAN CRANBERRY | 3' BB | 19 |
| **PERENNIALS/GRASSES/GROUNDCOVER** | | | | |
| EFC | EUONYMUS FORTUNEI 'COLORATUS' | PURPLE LEAF WINTERCREEPER | QT. | 365 |
| HRR | HEMEROCALLIS 'ROSY RETURNS' | ROSY RETURNS DAYLILLY | #1 | 93 |
| HSO | HEMEROCALLIS 'STELLA DE ORO' | STELLA DE ORO DAYLILLY | #1 | 66 |
| LAM | LAVANDULA ANGUSTIFOLIA 'MUNSTEAD' | MUNSTEAD ENGLISH LAVENDER | #1 | 99 |
| LIG | LAVANDULA INTERMEDIA 'GROSSO' | GROSSO LAVENDER | #1 | 49 |
| PAH | PENNISETUM ALOPECUROIDES 'HAMELN' | HAMELN DWARF FOUNTAIN GRASS | #1 | 28 |

MAINTENANCE NOTES

1. LANDSCAPE CONTRACTOR SHALL GUARANTEE PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF INITIAL ACCEPTANCE.
2. MAINTENANCE OF PLANTS SHALL COMMENCE IMMEDIATELY AND CONTINUE UNTIL ACCEPTANCE OF THE WORK. PROVIDE A DETAILED WRITTEN RECOMMENDED MAINTENANCE PROGRAM TO THE OWNER PRIOR TO ACCEPTANCE OF THE WORK. MAINTENANCE PERFORMED BY THE OWNER IN ACCORDANCE WITH THE RECOMMENDED PROGRAM SHALL NOT AFFECT THE CONTRACTOR'S OBLIGATION TO GUARANTEE AND REPLACE DEFECTIVE PLANT MATERIAL.

PLANTING NOTES

1. CONTRACTOR SHALL VERIFY THE LOCATION AND PROTECT UTILITIES AND STRUCTURES PRIOR TO PLANT INSTALLATION. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE IMMEDIATELY REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.
2. PLANT MATERIAL SHALL MEET MINIMUM REQUIREMENTS SHOWN IN THE "AMERICAN STANDARD FOR NURSERY STOCK" (ANSI Z60.1 - LATEST EDITION).
3. NO PLANT MATERIAL SHALL BE SUBSTITUTED WITHOUT THE AUTHORIZATION OF CITY'S REPRESENTATIVE.
4. PRUNE PLANT MATERIAL TO REMOVE DEAD OR DAMAGED BRANCHES. MAKE ALL CUTS AT BRANCH COLLAR. MAINTAIN THE NATURAL HABIT, SHAPE AND SPECIFIED SIZE OF PLANT MATERIAL.
5. ALL SINGLE STEM DECIDUOUS TREES SHALL BE WRAPPED FROM THE GROUND LINE UP TO AND INCLUDING THE CROTCH FORMED BY THE FIRST MAJOR BRANCH. WRAPPING SHALL BE DONE AFTER THE PLANT HAS BEEN INSTALLED.
6. REMOVE ALL TAGS, LABELS, ETC. ON PLANT MATERIAL.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LEGAL DISPOSAL OF EXCESS SOIL, PACKING MATERIAL, BURLAP, TRIMMINGS AND OTHER DEBRIS ASSOCIATED WITH THE PLANTING OPERATION. PAVED SURFACES SHALL BE BROOM CLEAN. CLEAN UP WORK SHALL BE CONSIDERED INCIDENTAL TO THE WORK.
8. ALL PLANTS AND PLANT BEDS WILL BE MULCHED WITH A 3" DEPTH OF SHREDDED HARDWOOD BARK MULCH.




SHADE/ORNAMENTAL TREE




EVERGREEN TREE




SHRUB PLANTING

M&M DESIGN
SITE PLANNING . LANDSCAPE ARCHITECTURE
3481 TRAIL BAY CT. AURORA, IL 60505

REVISIONS

| | | |
|---|---|---|
| 4 | 11/7/13 | REVISED PER VILLAGE OF GLEN ELLYN REVIEW |
| 3 | 10/28/13 | REVISED PER CITY OF WHEATON REVIEW |
| 2 | 10/12/13 | REVISED PER VILLAGE OF GLEN ELLYN AND DOT REVIEW |
| 1 | 09/17/13 | REVISED PER VILLAGE OF GLEN ELLYN REVIEW |

CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS
CIVWORKS Consulting, LLC
2822 W. LYNDALE, UNIT 1A
CHICAGO, ILLINOIS 60647
Phone (773) 637-8464
E-mail: info@civworks.com
www.civworks.com

PLANS PREPARED FOR:
VEQUITY, LLC
1400 16TH STREET, SUITE 175
OAK BROOK, IL
(630) 413-8000

# LANDSCAPING PLAN - II

## 285 ROOSEVELT ROAD / TAFT AVENUE

## GLEN ELLYN / WHEATON, IL

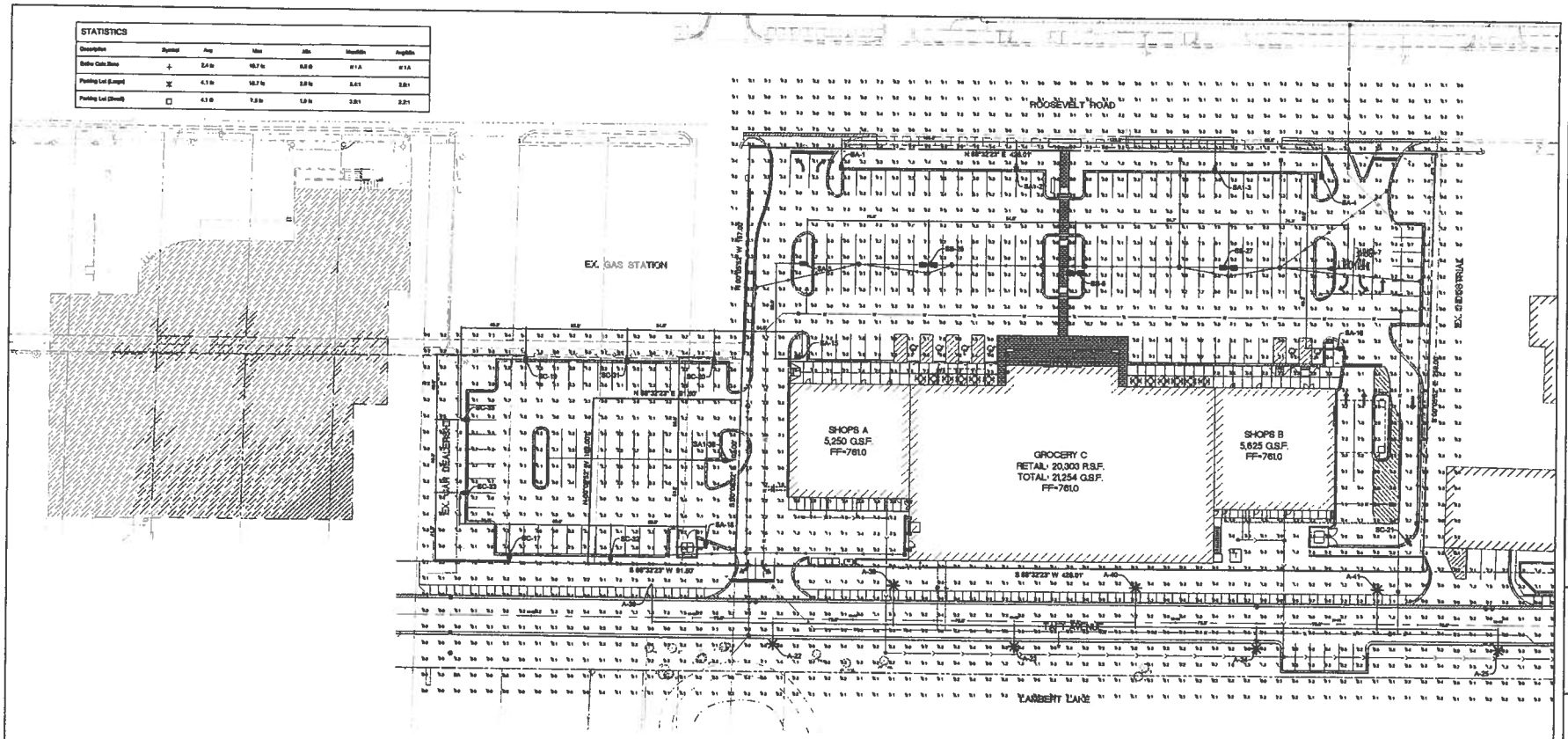
PROJ. MGR.: CP
PROJ. ENG.: CP
DRAWN BY:
DATE: 07-31-2012
SCALE: 1"=20'

SHEET NO.
L1.1

PROJ. NUMBER: 11004

REVIEW SET - PENDING APPROVAL - NOT FOR CONSTRUCTION

| STATISTICS | | | | | | |
|---|---|---|---|---|---|---|
| Description | Symbol | Avg | Max | Min | Max/Min | Avg/Min |
| Entire Site Zone | + | 2.4 fc | 16.7 fc | 0.0 fc | N/A | N/A |
| Parking Lot (Large) | ✱ | 4.1 fc | 16.7 fc | 2.0 fc | 8.4:1 | 2.0:1 |
| Parking Lot (Small) | ☐ | 4.1 fc | 7.3 fc | 1.8 fc | 4.0:1 | 2.2:1 |

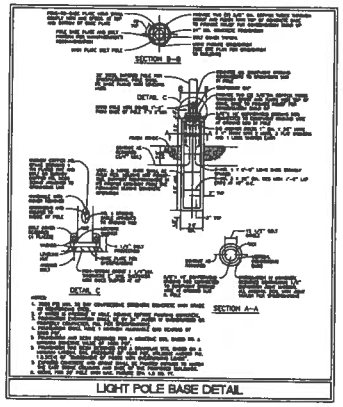



## LUMINAIRE SCHEDULE

| Symbol | Label | Qty | Catalog Number | Description | Lamp | File | Lumens | LLF | Watts |
|---|---|---|---|---|---|---|---|---|---|
| | SA | 7 | KAD 400M R3 (PULSE START) | Area Luminaire, 400W MH, R3 Reflector, Full Cutoff MEETS THE 'NIGHTTIME FRIENDLY' CRITERIA | ONE 400-WATT CLEAR ST-37 PULSE START METAL HALIDE, HORIZONTAL POSITION. | KAD_400M_R3_PULSE_START.ies | 36000 | 0.72 | 455 |
| | SA1 | 5 | KAD 400M R3 HS (PULSE START) | Area Luminaire, 400W MH, R3 Reflector, Full Cutoff, Houseside Shield MEETS THE 'NIGHTTIME FRIENDLY' CRITERIA | ONE 400-WATT CLEAR ST-37 PULSE START METAL HALIDE, HORIZONTAL POSITION. | KAD_400M_R3_HS_PULSE_START.ies | 36000 | 0.72 | 455 |
| | SB | 9 | KAD 400M R3 (PULSE START) | Area Luminaire, 400W MH, R3 Reflector, Full Cutoff MEETS THE 'NIGHTTIME FRIENDLY' CRITERIA | ONE 400-WATT CLEAR ST-37 PULSE START METAL HALIDE, HORIZONTAL POSITION. | KAD_400M_R3_PULSE_START.ies | 36000 | 0.72 | 455 |
| | SC | 9 | KAD 400M SRWSC (PULSE START) | Area Luminaire, 400W MH, High Performance SRWSC Sharp Cutoff, Reflector, Full Cutoff MEETS THE 'NIGHTTIME FRIENDLY' CRITERIA | ONE 400 WATT CLEAR ED28 PULSE START METAL HALIDE SH HORIZONTAL POSITION | KAD_400M_SRWSC_PULSE_START.ies | 36000 | 0.72 | 455 |
| ✱ | A | 2 | 1 12SMLEDHAR06 12MLEDTBSH Fine | Cast Al housing with cage, pulverulite paint, LED, type 3, 5th Hardwood Switch | 56 LEDs, 4ARC | 1 12SMLED-4ARCHAT3.IES | Absolute | 0.95 | 54.4 |

## SITE LIGHTING NOTE:

ALL PARKING AREA LIGHT POLES TO BE A MAX. OF 32.5' HIGH FROM FINISH GROUND TO THE TOP OF THE POLE INCLUDING FIXTURES AND INCLUDING 2.5' HIGH BASE. CONTRACTOR SHALL ENSURE THAT LIGHT POLES ARE NO HIGHER THAN 32.5' FROM FINISHED GROUND DURING CONSTRUCTION AND SHALL BE RESPONSIBLE FOR MEASURING THE HEIGHT AND ADJUSTING AS NECESSARY TO MAINTAIN 32.5' MAX.




LIGHT POLE BASE DETAIL

GRAPHIC SCALE

( IN FEET )
1 inch = 30 ft.

## LIGHTING CONTACT:

THIS PHOTOMETRIC PLAN WAS PARTIALLY PREPARED BY MR. DUANE CREVISTON, KSA LIGHTING. ALL SITE LIGHTING POLES AND FIXTURES ARE TO BE PROVIDED BY KSA LIGHTING REPRESENTATIVE. CONTACT KSA LIGHTING (DUANE CREVISTON, 630-258-6768, dcreviston@ksalighting.com) NO SUBSTITUTIONS WILL BE ALLOWED.

REVISIONS

| | | |
|---|---|---|
| 4 | 11/7/13 | REVISED PER VILLAGE OF GLEN ELLYN REVIEW |
| 3 | 10/22/13 | REVISED PER CITY OF WHEATON REVIEW |
| 2 | 10/1/2013 | REVISED PER VILLAGE OF GLEN ELLYN AND DOE REVIEW |
| 1 | 09/17/13 | REVISED PER VILLAGE OF GLEN ELLYN REVIEW |


CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS
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E-mail: info@civworks.com
Web: www.civworks.com


PLANS PREPARED FOR:
VEQUITY, LLC
1400 16TH STREET, SUITE 175
OAK BROOK, IL
(630) 413-9088

# SITE PHOTOMETRICS PLAN

## 285 ROOSEVELT ROAD / TAFT AVENUE

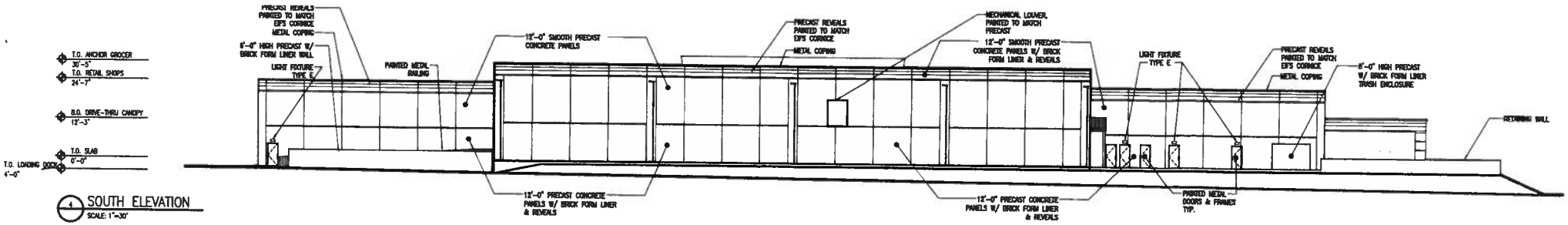
## GLEN ELLYN / WHEATON, IL

| | |
|---|---|
| PROJ. MGR: | OP |
| PROJ. ENG.: | OP |
| DRAWN BY: | |
| DATE: | 07-31-2012 |
| SCALE: | 1"=30' |

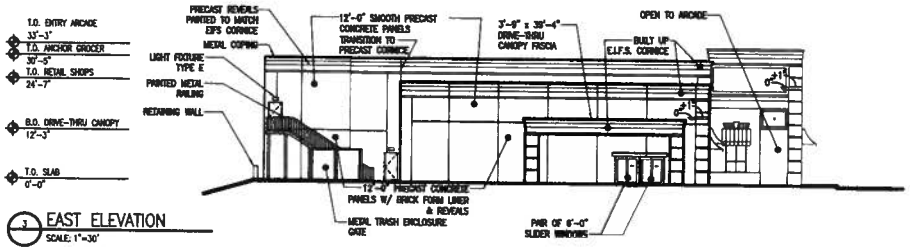
SHEET NO.
PH1.0

PROJ. NUMBER: 11004

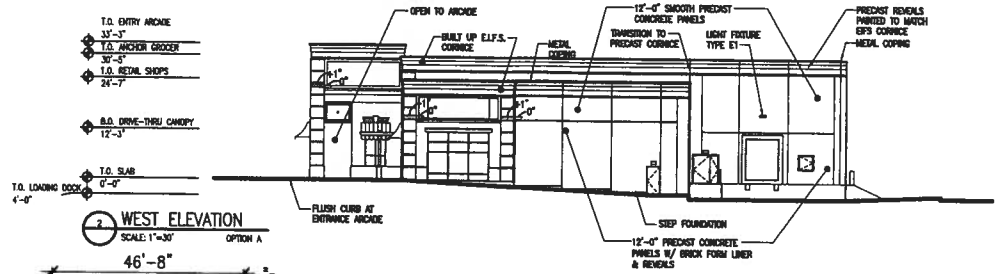
REVIEW SET - PENDING APPROVAL - NOT FOR CONSTRUCTION



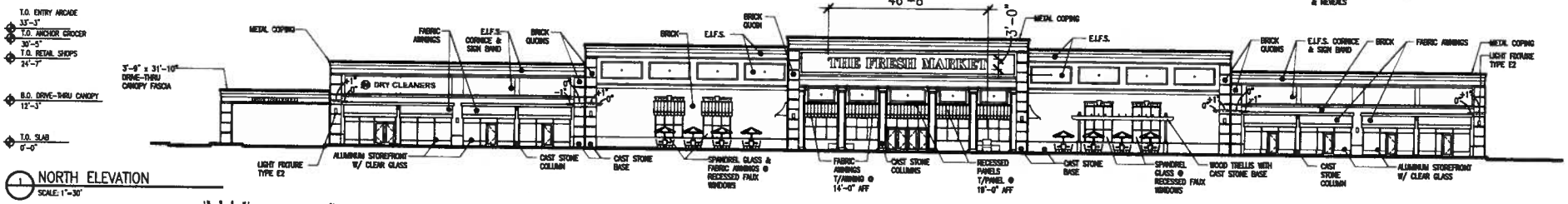

4 SOUTH ELEVATION
SCALE: 1"=30'



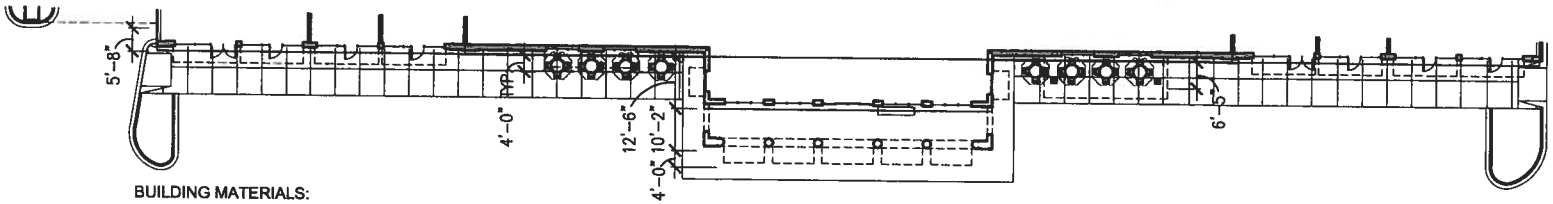

3 EAST ELEVATION
SCALE: 1"=30'




2 WEST ELEVATION
SCALE: 1"=30' OPTION A




1 NORTH ELEVATION
SCALE: 1"=30'




BUILDING MATERIALS:

| MATERIAL | SOURCE/TO MATCH | COLOR |
|---|---|---|
| BRICK | GLEN-GERY | AUTUMN HAZE CLASSIC |
| EIFS | SHERWIN WILLIAMS | SW 6098 PACER WHITE |
| CAST STONE | RENAISSANCE | NUTMEG |
| STOREFRONT | EFCO | MESA BROWN |
| PRECAST, BRICK | BENJAMIN MOORE | 2103-30 PEATMOSS |
| WOOD TRELLIS | BENJAMIN MOORE | FRESH BREW STAIN |
| PRECAST, SMOOTH | SHERWIN WILLIAMS | SW 6098 PACER WHITE |
| COPINGS | SHERWIN WILLIAMS | SW 6098 PACER WHITE |

| MATERIAL | SOURCE/TO MATCH | COLOR |
|---|---|---|
| STORE AWINGS | SUNBRELLA | VARIES |
| FRESH MARKET AWNINGS | CUSTOM | GREEN AND WHITE |
| PAINTED METAL | EFCO | MESA BROWN |

## BUILDING ELEVATIONS

SCALE: 1" = 30'-0" @ 11"x17"

0 10 25 50'-0"

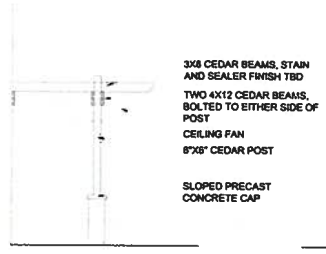
# RETAIL DEVELOPMENT

GLEN ELLYN, IL

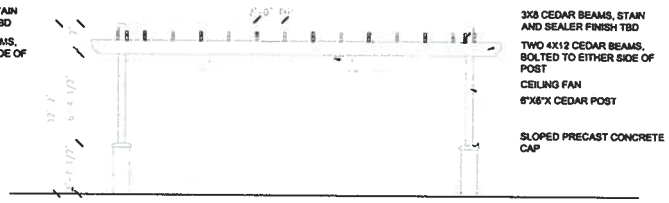
OKW Architects

DATE: OCTOBER 31, 2012

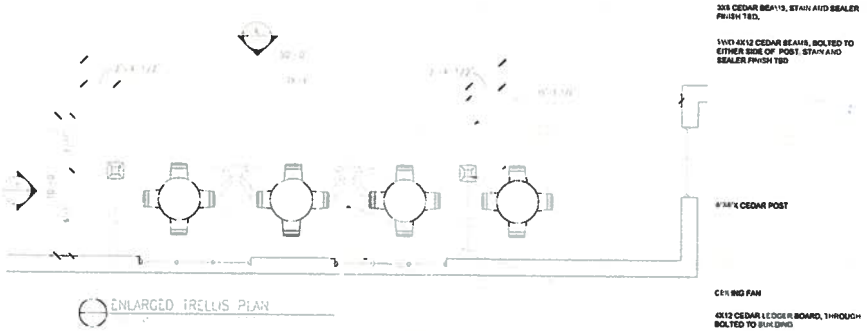
PROJECT NUMBER: 12004



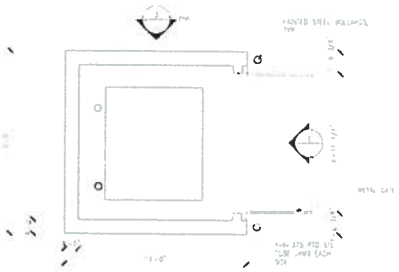

TRELLIS ELEVATION



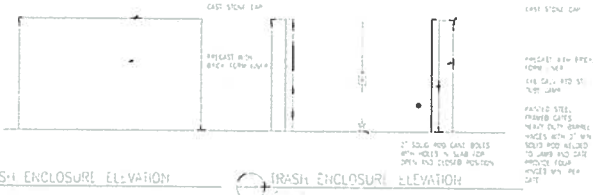

TRELLIS ELEVATION




ENLARGED TRELLIS PLAN



ENLARGED TRASH ENCLOSURE



TRASH ENCLOSURE ELEVATION

TRASH ENCLOSURE ELEVATION

MONUMENT SIGN

RETAIL DEVELOPMENT

GLEN ELLYN, IL

OPUS THE OPUS GROUP | vequity real estate redefined | Wolf Pack Land Development Services | CIVWORKS Consulting, LLC

OKW Architects

DATE: NOVEMBER 20, 2012

PROJECT NUMBER: 12004

A-8

# MEMORANDUM

**DATE:** November 21, 2012

**TO:** Village President and Village Board

**FROM:** Mark Franz, Village Manager

**RE:** The Glen Ellyn Market-Updated

**CC:** Staci Hulseberg, Planning and Development Director; Kevin Wachtel, Finance Director; Stewart Diamond, Village Attorney

Vequity, LLC and The Opus Group are requesting approval of a Redevelopment Agreement to assist in the development of 3.2 acres for an approximately 34,200 square foot shopping center project proposed at the former Webb Dodge property located at 285 Roosevelt Road. The development would be anchored by The Fresh Market (24,574 sq/ft) grocery store and include a few other smaller tenants. As part of the project, property would be dedicated to the Village to accommodate the construction of Taft Avenue between Lambert Road and Lorraine Street, within the boundaries of Glen Ellyn.

**Background**

In December, the Village Board agreed in concept on the basic business terms of a Redevelopment Agreement for the Glen Market project. The property was formerly used as a Packey Webb Dodge dealership which has been closed since May 2008. The development agreement, for final consideration by the Village Board on 11/26/12, consists of a reimbursement of up to $793,000 for the public improvements to Taft Ave. and not to exceed $1 million in sales tax incentives over 10 years. The final approval of the plan and vacation of Taft Ave. is also scheduled for the 11/26/12 Village Board meeting

Ryan Murphy, Vequity LLC, and John Gelderman, Opus Development Corporation have worked through the public approval process with the Village of Glen Ellyn and the City of Wheaton over the last year. This project was delayed due to ongoing and complicated negotiations between the developer and the Fresh Market and the developer and property owner. Some of the complications in this deal include environmental costs, land costs, and Taft Ave. improvements and dedication. On the positive side, the Developer did benefit from the amendments to the DuPage County Stormwater ordinances that significantly reduced some of the potential costs of this project. Those savings were offset by environmental clean-up and bad soil cost estimates. The Fresh Market has signed a lease and will be investing close to $4 million in interior improvements. Furthermore, the closing is set for January and the project is set to proceed ahead.

The project plans have been finalized, pending final Board approval.. The Developer is ready to begin demolition as early as February with construction in the spring and summer and Fresh Market hopes to be open next Fall. For Village Board consideration and information are the following:

- Redevelopment Agreement between the Village of Glen Ellyn and Opus Development Corporation; and
- 12/12/11 Village Board Agenda Materials including financial analysis.

**Redevelopment Agreement**

The Developer has declared that the project is not possible without Village assistance, particularly with respect to improvements on Taft Ave. and other extraordinary costs attributable to this site. The Village Board discussed this request last December and agreed to incentive requests. Given the challenges with the site, the long-term vacancy or underutilization of the property, and the short-term and long-term financial benefits of the project, the Village Board directed management to proceed ahead with negotiating a final agreement. The key business terms of the agreement are as follows:

***Taft Ave. Public Improvements:*** The agreement includes up to $793,000 reimbursement for improvements to Taft Ave. in Glen Ellyn. Exhibit B of the Agreement lists the estimated costs associated with the improvements to Taft Ave. and will be reviewed and approved by Management prior to reimbursement. These costs would be reimbursed upon completion of the improvement on Taft Ave. and the Fresh Market being open for one business day. This provision protects the Village from unnecessary risks if the project were to stall. The Developer is responsible for all costs associated with improvements to Taft Ave. in Wheaton as they work towards getting final approval to vacate the Wheaton portion of Taft. They expect final consideration for those requests in early December. At the 11/26/12 meeting, the Village Board will consider a dedication of Public Right of Way to accommodate the construction of Taft Ave., including a portion that was previously vacated. The Taft Ave. improvements would be paid initial by the Corporate Reserve Fund and then reimbursed through sales tax revenues generated by the project over a period of approximately six to seven years.

***Sales Tax Incentive:*** The Agreement includes a sales tax sharing arrangement in which the Village receives the first 10% of all sales tax revenue, to account for displacement, and the remaining 90% of sales tax revenues would be split on a 60/40% (Village/Developer) basis for 10 years or $1 million, whichever occurs first. Displacement is an estimate of sales taxes that the Village may lose from other similar food stores, due to added competition, but is only an estimate. This provision was negotiated to account for this potential loss in revenue to the Village. The sales tax incentive would be paid on a quarterly basis, and have no impact on the general fund as the property does not generate any sales tax revenue currently, and is a performance based incentive.

***Other Business Terms:*** The Agreement includes other important provisions that clarify the responsibilities of both parties, including:

- The term of this Agreement commences when the Agreement is signed, and terminates 10 years after the Opening Date of the Fresh Market with the final quarterly incentive reimbursement if applicable;
- Project must be completed per the plans approved by the Village Board;
- Taft Ave. must be completed according to the approved plans including a sidewalk on the north side of the street and six perpendicular parking spaces to facilitate parking for Lambert Lake; and
- Total Project Costs of $12 million, $8.3 million developer costs (see Exhibit B).

**Revenue Analysis**

As we discussed in detail with the Finance Commission and Village Board last year, the project does provide short term and long term financial benefits to the Village. The 10% displacement clause protects the Village from a decrease in sales tax revenue elsewhere in the Village. In addition, given that the incentive agreement is a performance-based agreement, if the project does not perform, than the incentive will be less and is capped at $1 million or 10 years, whichever occurs first. In the short term, this project will generate additional sales tax and property tax revenue. Long term, the Village and other taxing districts will benefit collectively and the corridor benefits greatly from investment and costumer traffic.

As depicted in the revenue analysis, the Village stands to realize 100% of its upfront investment in Taft Ave. returned within 6 or 7 years, plus have an improved public road and ROW. Using the most likely model, the Village's 10 year net revenue increase is estimated at nearly $678,746 and the Village and other tax agencies 10 year net revenue increase is estimated at almost $1.6 million.

**Recommendation**

The Glen Ellyn Market is a unique development opportunity that requires a public investment upfront to facilitate the project. The positives outweigh the negatives and with conservative sales tax projections, there is an opportunity for a significant upside to this project. The project will add to the tax base, workforce population, meet the economic incentive guideline requirements, and improve an area in need of investment in the critical Roosevelt Road corridor. Most importantly, utilizing the base (most likely) model, the Village's 10 year net is estimated at nearly $678,746 and the Village and other tax agencies 10 year net is estimated at almost $1.6 million. Remember, these are conservative projections and once the Village pays off this initial investment, all revenue is new revenue. The upside to this project is significant and the potential spillover makes this project even more attractive.

For these reasons, Village management is recommending approval of the Redevelopment Agreement between the Village of Glen Ellyn and the Opus Development Corporation.

# TABLE OF CONTENTS


1. PRELIMINARY STATEMENTS ..... 1
2. VILLAGE AUTHORITY ..... 2
3. THE PROJECT ..... 2
4. CONDITIONS PRECEDENT TO THE UNDERTAKINGS ON THE PART OF THE VILLAGE ..... 2
5. UNDERTAKINGS ON THE PART OF THE VILLAGE ..... 3
6. UNDERTAKINGS ON THE PART OF DEVELOPER ..... 7
7. REPRESENTATIONS AND WARRANTIES OF DEVELOPER ..... 10
8. DEFAULTS ..... 11
9. NOTICES ..... 12
10. FORCE MAJEURE ..... 13
11. LAW GOVERNING ..... 13
12. ASSIGNMENTS ..... 13
13. CONTINUITY OF OBLIGATIONS ..... 14
14. TIME ..... 15
15. BINDING EFFECT ..... 15
16. LIMITATION OF LIABILITY ..... 15
17. REIMBURSEMENT OF VILLAGE FOR LEGAL AND OTHER FEES AND EXPENSES ..... 16
18. NO WAIVER OR RELINQUISHMENT OF RIGHT TO ENFORCE AGREEMENT ..... 16
19. VILLAGE APPROVAL OR DIRECTION ..... 16
20. NO DEBT OF VILLAGE ..... 17
21. CAPTIONS ..... 17
22. AUTHORIZATION TO EXECUTE ..... 17
23. AMENDMENT ..... 17
24. CURING DEFAULT ..... 17
25. CONFLICT BETWEEN THE TEXT AND EXHIBITS ..... 18
26. SEVERABILITY ..... 18
27. EMPLOYMENT CONSIDERATION TO GLEN ELLYN RESIDENTS ..... 18
28. NO THIRD PARTY BENEFICIARIES ..... 18
29. RECORDING OF AGREEMENT ..... 18
30. EXECUTION OF AGREEMENT AND COUNTERPARTS ..... 18
31. REMEDIES CUMULATIVE ..... 18
32. ESTOPPEL CERTIFICATE ..... 19
33. MORTGAGEE'S PROTECTION ..... 19
34. ACQUISITION CONTINGENCY ..... 19

List of Exhibits:

A-1 Site Plan and Preliminary Project Elevations
A-2 Village of Glen Ellyn Ordinance #___
A-3 Village of Glen Ellyn Ordinance #___
B Cost Estimates
C Legal Description

**REDEVELOPMENT AGREEMENT**
**BETWEEN THE VILLAGE OF GLEN ELLYN**
**AND OPUS DEVELOPMENT CORPORATION**

This REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF GLEN ELLYN AND OPUS DEVELOPMENT CORPORATION ("**Agreement**") is made and entered into this _____ day of _____, 2012 ("**Effective Date**"), by and between the VILLAGE OF GLEN ELLYN, DuPage County, Illinois, an Illinois municipal corporation (hereinafter referred to as the "**Village**"), and OPUS DEVELOPMENT CORPORATION, an Illinois corporation (hereinafter referred to as "**Developer**").

WITNESSETH:

In consideration of the Preliminary Statements, the mutual covenants herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

**1. Preliminary Statements**

Among the matters of mutual inducement which have resulted in this Agreement are the following:

(a) Developer intends to construct a development called the Glen Ellyn Market (the "**Project**") on approximately 2.93 acres (approximately 3.2 acres including the Wheaton portion) of property located at 285 Roosevelt Rd., the legal description of which is attached hereto and made a part hereof as Exhibit C. Said property is hereinafter referred to as the "**Subject Property**".

(b) Developer is (or will be) the contract purchaser of the Subject Property and Developer intends to construct a commercial shopping center on the Subject Property consisting of approximately 35,449 square feet (inclusive of mezzanine area), generally shown on the site plan ("**Site Plan**"), which is attached hereto and made a part hereof as Exhibit A-1.

(c) The Village is desirous of having the Project developed to meet the shopping needs of the Village and its residents and to attract additional retail stores in Glen Ellyn, and the Village is therefore willing to enter into this Agreement with Developer.

(d) Developer represents and warrants that the Project requires economic assistance from the Village in order to complete the same, and, but for the economic assistance to be given by the Village, the Project as contemplated would not be economically viable at this time.

For purposes of this Agreement, the use of the terms "**Sales Tax**" and "**Sales Taxes**" shall be construed to refer to the combination of (i) the taxes imposed by the State of Illinois (hereinafter referred to as the "**State**") as a retailers' occupation tax, a service occupation tax, a use tax, a service use tax, or any other so-called "sales tax" or other similar tax that may be imposed by the State, or any governmental agency or body created under the laws of the State, and available, in part, for distribution to the Village; and (ii) the taxes imposed by the Village as a Home Rule Unit of local government as a

retailers' occupation tax, a service occupation tax, a use tax, a service use tax, or any other so-called "sales tax" or other similar tax. As of the Effective Date, the portion of sales that equals the amount of Sales Tax imposed by the State which is distributed to the Village is one percent (1%) of the amount of sales, and the portion of sales that equals the amount of Sales Tax which is imposed by the Village is one percent (1%) of the amount of sales (the portion of sales that equals the amount of Sales Tax imposed by the State which is distributed to the Village and the portion of sales that equals the amount of Sales Tax which is imposed by the Village is sometimes hereinafter collectively referred to as the "**Sales Tax Rate**"). Anything in this Agreement to the contrary notwithstanding, if, after the Effective Date, (i) the State increases or decreases the Sales Tax Rate imposed by the State, then the portion of the Incentive Payments (as herein defined) that are based upon Taxes imposed by the State and made available to the Village shall be based upon such increased or decreased Sales Tax Rate, and (ii) the Village decreases the Sales Tax Rate imposed by the Village, then the portion of the Incentive Payments that are based upon Sales Taxes imposed by the Village shall be the same amount of Incentive Payments which the Developer would have received for the same amount of sales if the Sales Tax Rate imposed by the Village had not been decreased; if the Village increases the Sales Tax Rate imposed by the Village above the current rate of one percent (1%), then the portion of the Incentive Payments that are based upon Sales Tax imposed by the Village shall remain at the current level of a 1% Sales Tax. In the event that the State Legislature or a final, non-appeable judicial decision by a court of competent jurisdiction should limit or invalidate the ability of the Village to impose any portion of the Sales Tax imposed by the Village, the obligation of the Village under this Agreement with respect to Incentive Payments shall be appropriately adjusted.

**2. Village Authority**

The Village shall execute this Agreement in accordance with the statutory powers granted to it along with the powers of a home rule municipality so long as it shall have that status.

**3. The Project**

The Project is anticipated to consist of the redevelopment of the approximate 3.2 acres of the existing former Packey Webb Dodge Dealership, commonly known as 285 Roosevelt Road, (see legal description in Exhibit C), the demolition of the existing buildings and construction of commercial space totaling approximately 35,449 square feet (inclusive of mezzanine area) including an approximately 24,574 foot grocery store (inclusive of mezzanine area) and an additional approximately 10,875 square feet. In addition, the Project shall include construction of the Public Improvements (as herein defined).

**4. Conditions Precedent to the Undertakings on the Part of the Village**

All undertakings on the part of the Village pursuant to this Agreement are subject to satisfaction of the following conditions by Developer as specifically hereinafter stated, it being understood that failure by Developer to satisfy any conditions shall not be considered a breach or default by Developer, but rather a failure of a condition precedent.

(a) The Project shall have been constructed substantially in accordance with plans ("**Project Plans**") to be developed by Developer and generally consistent with the Site Plan and the preliminary elevations depicted on Exhibit A-1, and in accordance with the Village of Glen Ellyn Ordinance ____ approved on_____, a copy of which is attached hereto and made a part hereof as Exhibit A-2, the costs of which construction by Developer are anticipated to be generally consistent with costs of the type described in the estimates attached hereto as Exhibit B and by reference made a part hereof.

(b) Developer, by June 30, 2013, shall have obtained final approval from the Village and any other necessary agency, board or commission for the Project, it being understood that the Village in its capacity as a municipal corporation has sole discretion to approve all plans for development within the Village, and the Village shall not be deemed to have caused a default hereunder or have any liability for its failure to approve the final development plan for the Project.

(c) Developer, by August 1, 2013, shall have obtained a building permit for the Project.

(d) Prior to issuance of a Certificate of Completion (as herein defined) for the Project by the Village, Developer shall have delivered to the Village a certified statement of all costs of the Project expended by Developer, together with such other relevant cost certifications relating to the Project and expended by Developer as the Village may reasonably request, along with evidence that all costs for the Project expended by Developer have been paid.

(e) Prior to receiving each Incentive Payment as provided in Section 5(d) of this Agreement, Developer shall have certified to the Village that there exists no material default under this Agreement that has not been cured within any applicable grace or cure period, and that Developer has received no Governmental Notice (as hereinafter defined), or, if Developer has received any Governmental Notice, that Developer has delivered to the Village a true and correct copy of same.

(f) Any written notice received by Developer applicable to the construction and maintenance of the Project from a governmental authority (referred to herein as a "**Governmental Notice**") will be sent to the Village within twenty (20) business days of receipt thereof so long as the Village is required to make Incentive Payments under Section 5 of this Agreement.

(g) Developer and The Fresh Market, Inc., a Delaware corporation ("**Tenant**") shall have entered into a lease agreement pursuant to which Developer leases to Tenant and Tenant leases from Developer a portion of the Project totaling approximately 24,574 square feet (inclusive of mezzanine area), and Tenant agrees to open for business for a period of not less than one day following substantial completion of the Project as a typical "**Fresh Market**" grocery store.

**5. Undertakings on the Part of the Village**

Upon satisfaction of all the conditions hereinabove stated on or before the dates set forth above, if any, the Village hereby undertakes to reimburse the Developer as follows:

Up to the sum of $1,793,000 as hereinafter provided from a government fund and from Sales Tax funds. This commitment with respect to Sales Tax funds (and, in turn, Incentive Payments) (but not with respect to reimbursement for Public Improvements) does not constitute a general obligation of the Village, but only an obligation to reimburse Developer from Sales Taxes generated by the Project.

(a) The Village shall issue a building permit for the Project as "new construction". All permit fees and other Village fees and charges required by Village ordinance with respect to the initial development of the Subject Property and the Project, shall be paid at the fee level established by Village ordinance existing as of the Effective Date. Village agrees that the required Village ordinance fees shall be uniformly applied throughout the Village and generally for all other property and owners within the Village, and the there are no recapture fees to the Village or otherwise in connection with any utility improvement serving the Village. Village agrees to issue a Certificate of Completion once the Project is substantially completed by Developer, as more particularly set forth in Section 6(a) of this Agreement.

(b) Reimbursement for Public Improvements.

i. In the event that the Project is substantially completed by Developer as provided in this Agreement, the Village hereby agrees to reimburse the Developer in an amount not to exceed $793,000 for the improvements ("**Public Improvements**") to Taft Avenue, certain associated right-of-way ("**ROW**") improvements, and for the improvements described in clauses (1) and (2) below, after the Public Improvements are substantially completed according to Village standard specifications and subject to approval by the Village Engineer, not to be unreasonably withheld, delayed or conditioned. The Public Improvements are comprised of improvements to Taft Avenue, ROW improvements, and the following with respect thereto:

(1) Reconstruction of Taft Avenue including sidewalks on the north side of the property.

(2) Construction of six perpendicular parking spaces on south side of Taft Ave. at a location agreed to by the Village to facilitate parking at a new access point for Lambert Lake. The new access to Lambert Lake will be provided by the Village to accommodate employees and customers of the new businesses as well as the community at large.

Any and all costs associated with the Public Improvements (including, without limitation, costs of the type described in the estimates set forth in Exhibit B) shall constitute reimbursable costs to be paid by the Village to the Developer as herein provided, subject to the maximum reimbursement amount of $793,000.00.

ii. The Public Improvements shall be carried out substantially in accordance with plans ("**Public Improvements Plans**"), in accordance with Village of Glen Ellyn Ordinance #____ approved _____, 2012, a copy of which is

attached to this Agreement as Exhibit A-3, and shall include costs of the type described in the estimates set forth on Exhibit B. All cost estimates exclude work to be performed by Tenant. Any costs associated with the Public Improvements, in excess of $793,000.00, shall be the responsibility of the Developer and shall be paid and evidence of that payment given to the Village before reimbursement is sought. The Village will review the costs submitted and confirm that all costs were generally consistent with the estimates provided herein and were allocable to the Public Improvements.

In the event that the Village does not believe that reimbursement in the full amount sought for the Public Improvements is generally consistent with the estimates provided herein, it shall reply in writing to the Developer within 14 days following submission by Developer of evidence of costs and shall provide specific written detail for any refusal to reimburse Developer. Failure of the Village to reply to Developer within the 14-day period prescribed above shall constitute an approval of such costs. The Village shall not, however, unreasonably refuse to pay costs up to the $793,000.00 maximum cap, and shall not refuse to pay any costs to the extent such costs are generally consistent with the estimates provided herein. If the costs allocable to the Public Improvements are less than $793,000.00, then the Village reimbursement obligation shall be reduced dollar-for-dollar based upon the difference between $793,000.00 and the amount of costs allocable to the Public Improvements.

iii. Timing of Public Improvements payments: If Developer proceeds with development of the Subject Property and receives a Certificate of Completion for the Public Improvements, then the Developer shall certify to the Village the opening date ("**Opening Date**") of the Tenant in writing, following the occurrence of the Opening Date. (*Opening Date shall mean that the Tenant opens for one (1) business day and general sales take place.*)

After such certification has been presented to the Village, along with documentation of the sums due from the Village to reimburse the Developer for the Public Improvements, including the fact that all costs have been paid and that the work has been performed consistent with Village requirements, the Developer shall be entitled thereafter, within 14 days, to reimbursement as stated in this Section 5(c).

(c) Sales Tax Incentive.

i. Incentive Term. In the event that the Project is completed by Developer as provided in this Agreement, the Village hereby agrees to pay Developer installment payments ("**Incentive Payments**") from Sales Tax revenues generated by the Project, which payments shall be made until the Developer receives $1,000,000. The Village's obligation to make Incentive Payments will terminate when $1,000,000 has been paid to the Developer, or the date corresponding to the final quarterly payment by the Village with respect to

sales made during the period ten (10) years after the Opening Date, whichever occurs first.

ii. The term of this Agreement (the "**Term**") shall commence as of the Effective Date and shall end on the date ("**Termination Date**") the Village has fully reimbursed the Developer the Incentive Payments, or the date corresponding to the final quarterly payment by the Village with respect to sales made during the period ten (10) years after the Opening Date, whichever occurs first.

iii. Timing of Incentive Payments. If Developer proceeds with the Project, then the Developer shall certify the Opening Date in writing to the Village within ten (10) days of such Opening Date. Thereafter, Developer shall be entitled to receive Incentive Payments from Sales Tax revenue generated by the Project in quarterly installments as hereinafter provided for sales made through a maximum of 10 years following the Opening Date or until receipt by Developer of Incentive Payments equal to $1,000,000, whichever occurs first. (*For example: If the Opening Date is July 1, 2013, the partial year of Incentive Payments for calendar year 2013 would be payable in quarterly installments as hereinafter provided. The Village's obligation to pay Incentive Payments would be based upon sales through and including July 1, 2023, including final payment for sales made during such partial calendar year up to July 1, 2023, or until receipt by Developer of Incentive Payments equal to $1,000,000, whichever occurs first*)

iv. Calculation of Incentive. Incentive Payments to the Developer shall be calculated for each 3-month period according to the following formula:

- First 10% of Sales Tax (Displacement Factor) = 100% Village
- Next 90% of Sales Tax = 60% Village/40% Developer

Within fifteen (15) days after the receipt by the Village of the Village's share of Sales Taxes from the State for each calendar quarter within the Term, the Village shall distribute such amounts (together with amounts based upon the Village's imposition of Sales Taxes as computed in accordance with Section 1(c)) to the Developer. If the Village does not receive remittance of its share of Sales Taxes from the State in a timely manner, the Village shall use its best efforts to secure such remittance. Said quarterly payments shall continue until the Termination Date. To the extent the Village is required to do so by law, the Village shall take such actions in each year to perform in accordance with the terms of this Agreement.

v. The Village shall permit the Developer to audit the Village's books and records to verify the sums received and disbursed to the Developer, and if such audit discloses any errors, the appropriate party shall pay to the other based upon the results of such audit. If at any time the amount of Sales Taxes received by the Village is required to be adjusted because of error, the amount which the Developer is entitled to receive will be adjusted accordingly.

Thereupon, the Village will pay to Developer or Developer will pay to the Village, as the case may be, the amount by which such adjustment affected the amount which the Village paid to or owes to Developer.

vi. The obligation to provide sales tax information to the Village is Developer's responsibility, as more particularly set forth in Section 6(c) of this Agreement.

vii. In the event Developer fails to deliver to the Village any of the foregoing certifications within the time periods set forth above, or otherwise violates any term or provision of this Agreement that is not cured within any applicable grace or cure period, then in such event, the Village shall have no obligation to make any payment to Developer until such time as any such failure or violation is corrected, and all rights of Developer to demand any current or future payment from the Village shall be deemed abated until such failure or violation is so corrected. No interest shall be paid by the Village on any payments, which are due to be paid but are unpaid because of the default of Developer that is not cured within any applicable grace or cure period hereunder. Any period of default by Developer or delay in attracting additional retail users to the Subject Property shall not extend the time limitations prescribed in this Agreement.

**6. Undertakings on the Part of Developer**

(a) If Developer proceeds with development of the Subject Property, then Developer agrees to construct and complete the Project as herein provided and substantially in compliance with the Project Plans and all applicable rules and regulations of the Village and all applicable rules and regulations of other regulatory agencies from which approval must be obtained.

If Developer proceeds with development of the Subject Property, then promptly upon the completion by Developer of construction of the Project as provided herein, Developer shall request a certificate(s) (each, a "**Certificate of Completion**") from the Village certifying that Developer has substantially completed the Project including, without limitation, the Public Improvements, in substantial conformance with the Project Plans and, with respect to the Public Improvements, the Public Improvements Plans. The Village shall upon request by Developer, issue a separate Certificate of Completion with respect to the Public Improvements and the balance of the Project. Village shall not unreasonably withhold, delay or condition issuance of a Certificate of Completion. Denial of a Certificate of Completion by the Village shall be made if at all, no later than thirty (30) days from receipt of Developer's request for certification, and it shall include the specific elements for completion required for such Certificate of Completion to be issued. If the Village properly denies any request for issuance of a Certificate of Completion, then Developer shall have sixty (60) days to address any items properly denied by the Village and to issue a new request for certification; provided, however, if any matters that Developer must address cannot be completed within the 60-day period prescribed above and Developer is diligently pursuing the same, then Developer shall have such additional time as may be reasonably required to address such issues. With the request for a Certificate of Completion, Developer shall provide an affidavit that the Project or, the Public Improvements, as the case may be, has been completed free of any mechanics liens by reason of work performed by

Developer, and shall, at the request of the Village, provide final lien waivers from the general contractor for the Project or, the Public Improvements, as the case may be, and from all "**Major Subcontractors**" (i.e., those subcontractors having subcontracts with the general contractor in excess of $100,000.00) with respect to work performed by Developer. Should the Developer choose to contest and not settle any mechanics liens on the Subject Property at the time of the request for a Certificate of Completion, Developer may take such actions (including, if required, deposit of funds) with its title insurance company ("**Title Company**") as may be required by the Title Company to provide a title indemnity endorsement insuring against loss or damage sustained by reason of such liens and/or encumbrances. A copy of such title indemnity endorsement shall be evidence of the insurance over such liens and/or encumbrances, and such liens shall not preclude the issuance of a Certificate of Completion. In addition to but not in lieu of the foregoing, Developer acknowledges that it is required to comply with applicable Village codes and ordinances regarding the issuance of building and occupancy permits.

(b) Developer recognizes and agrees that the Village has sole discretion with regard to all Village approvals and permits relating to the Project, and failure on the part of the Village to grant any required approval or issue any required permit shall not be deemed a default by the Village under this Agreement or give rise to any claim against or liability to the Village pursuant to this Agreement so long as the Village is acting in good faith in the exercise of its regulatory authority.

(c) The obligation to provide sales tax information to the Village is Developer's responsibility. During the Term of this Agreement, Developer shall cause sales tax information to be provided to the Village with certified copies of all sales tax returns (Illinois Department of Revenue Forms ST-1 and/or ST-2) for the Project. In addition, during the Term, Developer shall cause sales tax information to be provided to the Village with a power of attorney letter from each of its tenants addressed to and in a form satisfactory to, the Illinois Department of Revenue authorizing the Illinois Department of Revenue to release all gross revenue and sales tax information for the Project to the Village, which letter shall authorize such information to be released to the Village as long as the Village is obligated to make payments under this Agreement. Any sales tax information received by the Village shall remain confidential and proprietary to the Developer and shall not be disclosed to the extent permitted by law to any other person or entity by the Village without the written consent of the Developer, as more particularly set forth in Section 6(d) of this Agreement. For the purposes of this subsection, it is the intent of the parties that such information shall be deemed exempt from public disclosure pursuant to 5 ILCS 140/7(i)(g), or any future recodification thereof. The Village shall, however, comply with all the applicable rules and regulations. The parties shall cooperate and take all other reasonable actions to ensure accurate distribution of Project Sales Taxes to the Developer. During the Term, Developer agrees to incorporate in all leases at the Project requirements that Project tenants execute such documents as may be reasonably necessary and appropriate to permit the Village to obtain necessary Sales Tax information.

(d) Developer hereby covenants and agrees to make all of its books and records which are relevant to determination of costs allocable to the Public Improvements available to the Village in the office where Developer customarily maintains such records for inspection and copying during regular business hours, so long as the Village is obligated to make payments hereunder. The Village shall maintain the confidentiality of any proprietary information received

by it pursuant to this subparagraph (d), provided, however, the Village may disclose such proprietary information to those Village employees and elected officials with a need to know and to the units of local government specified in section 4 (b) upon request of one or more of the units of local government, and Village shall request each local government unit's assurance that the same confidentiality shall be maintained. In the event the Village receives a request for disclosure of such proprietary information pursuant to the Illinois Freedom of Information Act, the Village shall so notify Developer providing a copy of the request to Developer, and Developer shall have the opportunity within three (3) business days to notify the Village in writing that it consents or refuses to consent to such request as being proprietary in nature. In the event Developer refuses or fails to consent to disclosure of such proprietary information within said three (3) business day period, the Village shall refuse to disclose the information requested, and in the event that, as a result of such refusal, an action is commenced against the Village pursuant to the Illinois Freedom of Information Act or similar statute relating to such proprietary information, Developer shall defend, indemnify and hold the Village harmless with respect to any claims incurred by the Village in connection with such action, provided Village shall tender defense of any such claim to Developer in sufficient time to avoid prejudice to Developer for handling by counsel selected by Developer and reasonably acceptable to the Village and, in no event, shall Developer be liable for any consequential, punitive or similar-type damages except to the extent claimed by any third party. Developer acknowledges that the Village is obligated to comply with any court order requiring the release of any confidential or proprietary information and that the Village has no obligation to appeal such court order. In the event that the actions requested by the Developer relating to the confidentiality of information should result in the incurring of costs or expenses by the Village, the Developer shall pay those costs and expenses when due or at the option of the Village, reimburse it. In the event that the Village makes a written request, the Developer shall be required to deposit a reasonable amount of money with the Village to cover current or anticipated Village expenses, subject to reimbursement based upon the actual amount of expenses.

(e) During construction of the Project, Developer shall maintain, or self-insure for, worker's compensation insurance and liability insurance in amounts and with companies licensed or authorized to do business in Illinois and shall cause the Village, its elected public officials, and officers and employees to be named as additional insureds on such liability policy or policies for any claims made against the Village because of this Agreement for personal injury, wrongful death or property damage. A certificate of insurance verifying such coverage shall be furnished to the Village prior to the issuance of any building permit. During construction of the Project, Developer shall defend, indemnify, save and hold harmless the Village, its elected officials, agents and employees from and against any damage, liability, loss or expense (including, without limitation, reasonable attorney's fees and other costs and expenses) incident to and caused by construction of the Project, provided the Village tenders defense of any such claim to Developer in sufficient time to avoid prejudice to Developer for handling by counsel selected by Developer and reasonably acceptable to the Village and, in no event shall the Developer be liable for any consequential punitive or similar type damage except to the extent claimed by any third party. The amount of general liability which the Developer shall keep in place shall not be less than $2,000,000.00 per occurrence and shall be a policy with an insurance Developer, approved by the Village, which will not unreasonably withhold, delay or condition its approval.

## 7. Representations and Warranties of Developer

(a) Developer hereby represents and warrants that the Project requires economic assistance from the Village in order to complete the construction of the Project substantially in accordance with the Project Plans and, but for the economic assistance to be given by the Village, as heretofore stated, the Project as contemplated would not be economically viable.

(b) Developer hereby represents and warrants that if Developer proceeds with development of the Subject Property, then the Project shall be constructed generally consistent with the Site Plan and the Project Plans, and, with respect to the Public Improvements, the Public Improvements Plans.

(c) Developer hereby represents and warrants that if Developer proceeds with development of the Subject Property, then it shall comply with all applicable laws, rules and regulations of the Village of Glen Ellyn, State of Illinois, County of DuPage and the United States and all agencies thereof.

(d) Developer hereby agrees that if Developer proceeds with development of the Subject Property, then construction of the Project will commence (i.e., site mobilization and pouring of footings and foundations) on or before June 30, 2013, and will thereafter proceed with all due diligence, subject to the occurrence of Force Majeure (as herein defined) events.

(e) Developer hereby represents and warrants that the approximate cost of the Project is $12,000,000.00, $8,300,000.00 of which is anticipated to be expended by Developer, and the balance of which, to Developer's knowledge, is anticipated to be expended by Tenant, and Developer shall, upon request by Village, periodically deliver to the Village certifications of Project costs expended by Developer.

(f) Developer hereby represents and warrants that it is (or will be) under contract to acquire one hundred percent (100%) of the interest in the Subject Property.

(g) Developer hereby represents and warrants that it has provided the description of the Subject Property set forth in this Agreement and that said description is accurate and correct to the best of Developer's knowledge.

(h) Developer hereby represents and warrants that during its period of ownership it shall pay all taxes, assessments, water charges, sewer charges, fire and elevator inspections, and the like on the Project and the Subject Property when the same are due and before any penalty attaches and shall upon request by the Village, provide the Village, or any agency designated by the Village, with paid receipts or other acceptable evidence of payment thereof.

(i) Developer shall during its period of ownership maintain the Subject Property in accordance with all Village ordinances and will maintain all stormwater management features constructed on the Subject Property or adjacent rights-of-way in accordance with good practices and Village ordinances.

(j) Developer may contest the assessment of the Project for real estate tax purposes, but it shall not contest the validity of the Village's annual tax levy ordinance or SSA ordinance, subject to the conditions and limitations herein contained.

(k) The Developer hereby represents and warrants to the Village that the performance by Developer of this Agreement will not conflict with or result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which the Developer is a party or by which it is bound, or constitute a default under any of the foregoing.

(l) The Village hereby represents and warrants to the Developer that the performance by the Village of this Agreement will not conflict with or result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which the Village is a party or by which it is bound, or constitute a default under any of the foregoing, or violate any law, order, writ, injunction or decree of any court, administrative agency or governmental body.

**8. Defaults**

The occurrence of either (a) or (b) by the Village or (a), (b) or (c) by the Developer, as the case may be, shall constitute an event of default by the Village or the Developer, as the case may be, under this Agreement:

(a) Failure to comply with any term, provision or condition of this Agreement within the times herein specified.

(b) In the event a representation or warranty contained herein is not true and correct for a period of thirty (30) days after written notice to Developer or the Village, as the case may be.

(c) Developer shall: (i) become insolvent; and (ii) be unable, or admits in writing its inability to pay, its debts as they mature; or (iii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its or their property; or (iv) be adjudicated a bankrupt; or (v) file a petition in bankruptcy or to effect a plan or other arrangement with creditors; or (vi) file an answer to a creditor's petition (admitting the material allegations thereof) for an adjudication of bankruptcy or to effect a plan or other arrangement with creditors; or (vii) apply to a court for the appointment of a receiver for any asset; or (viii) have a receiver or similar official appointed for any of its assets, or, if such receiver or similar official is appointed without the consent of Developer and such appointment shall not be discharged within sixty (60) days after his appointment or Developer has not bonded against such receivership or appointment; or (ix) a petition described in (v) is filed against Developer and remains undismissed for a period of sixty (60) consecutive days, unless the same has been bonded.

Upon an occurrence of an event of default by either party as hereinabove set forth the other party shall provide written notice specifying the default to the defaulting party. Upon receipt of the notice of default, the defaulting party shall have 30 days to cure the default, if it can reasonably be cured within 30 days, or must begin curing the default and complete curing the default within a reasonable time thereafter, if it cannot be cured within 30 days. Upon the

occurrence of an event of default, the party not in default shall have any and all remedies available at law or in equity.

**9. Notices**

All notices and requests required pursuant to this Agreement shall be sent by certified mail as follows:

to Developer: Opus Development Corporation
9700 West Higgins Road, Suite 900
Rosemont, Illinois 60018
Attention: Vice President and General Manager - Sean Spellman
Facsimile No.: 847-318-1618

with copies to: Opus Holding, L.L.C.
10350 Bren Road West
Minnetonka, Minnesota 55343
Attention: Thomas J. Hoben - General Counsel
Facsimile No.: 952-238-6734

to the Village: Village Manager
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137
Facsimile No.: 630-469-8849

with copies to: Stewart Diamond
Ancel, Glink, Diamond, Bush
140 S. Dearborn St.
6th Floor
Chicago, IL 60603
Facsimile No.: 312-782-3958

or at such other addresses as the parties may indicate in writing to the other either by personal delivery or by certified or registered mail, return receipt requested, overnight courier (guaranteeing next day delivery) or facsimile with proof of delivery thereof.

All notices shall be deemed given two (2) business days following deposit in the United States mail with respect to a certified or registered letter, one (1) business day following deposit if delivered to an overnight courier guaranteeing next day delivery or on the same day if sent by personal delivery or telecopy (with proof of transmission). Attorneys for each party shall be authorized to give notices for such party. Any party may change its address for the service of notice by giving written notice of such change to the other party, in the manner above specified.

## 10. Force Majeure

In case by reason of "Force Majeure" either party hereto is unable wholly or in part to carry out its obligations under this Agreement, then if such party gives written notice, including the full particulars of such "Force Majeure" to the other party within a reasonable time after occurrence of the cause relied on, the obligation of the party giving such notice, so far as it is affected by such "Force Majeure" shall be suspended during the continuation of the inability, but for no longer period, and such party shall endeavor to remove such inability with all reasonable dispatch. The term "**Force Majeure**" as used herein means: acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, or the State of Illinois or any civil or military authority, insurrections, riots, epidemics, landslides, lighting, earthquake, fire or other casualty, hurricanes, tornadoes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals or other such reason, including delays in the issuance of requisite permits and approvals (provided the party claiming delay makes timely filing and application to the applicable governmental authority having jurisdiction thereof). It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any "Force Majeure" shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. A decision by Developer not to proceed with the Project or to delay the Project for economic reasons or other reasons of a business nature shall not constitute "Force Majeure".

## 11. Law Governing

This Agreement shall be construed and enforced in accordance with the Laws of the State of Illinois.

## 12. Assignments

Developer shall not assign this Agreement to any person or entity except as permitted below. Prior to Substantial Completion of the Project, the Developer shall not assign this Agreement to any person or entity without the prior written consent of the Village, said consent not to be unreasonably withheld, delayed or conditioned, provided, however, Developer may, without the requirement of any approval or consent by the Village, (i) assign this Agreement to any transferee of the Subject Property and Developer shall have no further liability for any breach or covenant under this Agreement provided that Opus Development Corporation shall continue to be obligated to complete the construction of the Project in accordance with the terms hereof, and (ii) assign the right of Developer to receive the Incentive Payments to the current owner of the Subject Property (and have the obligations of Developer incident thereto including, without limitation, the obligations set forth in Section 6(c) of this Agreement, assumed by the current owner of the Subject Property). Following Substantial Completion of the Project, Developer may assign this Agreement in connection with the transfer of the Project without notice or the prior written consent of the Village and that whenever such an assignment occurs, the Developer shall have no further liability for breach or covenant under this Agreement provided such assignee shall be deemed to have assumed the obligations of Developer under this

Agreement, subject to the terms, conditions and limitations herein contained. Subject to the foregoing, the Village shall not object where (i) a proposed assignee or transferee of Developer shall operate a similar project that generates retail sales in an amount similar to the Project (evidence of such sales to be based upon comparable retail information provided by the transferee or assignee and accepted by the Village) it is replacing and (ii) such transferee or assignee shall have expressly assumed the obligations of Developer hereunder. In the event Developer in the course of bankruptcy proceedings, desires or is required by a court of competent jurisdiction to relinquish its rights to operate the Project to be located on the Subject Property, and such court of competent jurisdiction approves a third party entity which is not a Related Party (as hereinafter defined) to undertake and operate the Project, the Village shall have the right, but not the obligation, to terminate this Agreement or to consent to the assignment of this Agreement to such third party entity. Developer shall have the right, upon notification to the Village but without the requirement of obtaining Village approval pursuant to this Agreement, to execute, assign and transfer any commercially reasonable collateral, assignments and/or mortgages of Developers rights therein and/or sales and leasebacks. In addition, Developer shall have the right, upon notification to the Village and without its consent, to assign this Agreement (and have this Agreement assumed by) to any of the following (a "**Related Party**"): (i) any partnership, whether limited or otherwise, provided that Developer is a general partner and maintains the power to direct or cause the direction of the management policies of said partnership; (ii) a joint venture in which Developer maintains the power to direct or cause the direction of the management policies of said joint venture; (iii) a corporation in which the officers of the corporation are officers of Developer and Developer maintains the power to direct or cause the direction of the management policies of said corporation; (iv) a limited liability company in which Developer maintains the power to direct or cause the direction of the management policies of said limited liability company; or (v) any other similar entity in which Developer maintains the power to direct the management policies of the business entity and maintain a direct ownership interest of more than fifty percent (50%). Without limiting the generality of the foregoing, Developer may assign its interest in this Agreement to any entity that directly or indirectly through one or more intermediaries is controlled by, controls or under common control with some or all of (a) Opus Development Corporation, (b) the founder of Opus Holding, L.L.C. and Opus Holding Corporation group of companies, his children, his grandchildren or other members of its family or their issue, (c) the trustee of a trust or trust for the benefit of the founder of Opus Holding, L.L.C. or Opus Holding Corporation group of companies, his children, his grandchildren or other members of his family or their issue, or (d) a partnership, limited liability company, corporation or other entity comprised of some or all of the above.

### 13. Continuity of Obligations

Subject to Section 15 of this Agreement, Developer shall at all times during the Term remain liable to Village for the faithful performance of all obligations imposed upon Developer by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released Developer from any or all of such obligations, or until Developer has assigned this Agreement in accordance with the terms and conditions herein contained.

## 14. Time

Time is of the essence under this Agreement and all time limits set forth are mandatory and cannot be waived except by lawfully authorized and executed written wavier by the party excusing such time performance.

## 15. Binding Effect

This Agreement shall inure to the benefit of and shall be binding upon the Village and Developer and their respective successors and assigns. The covenants, agreements and conditions herein contained shall constitute covenants running with the land. It is understood that Developer may transfer the Subject Property or any part thereof, and that, except as provided herein, whenever such a transfer occurs, the Developer shall have no further liability for breach of covenant occurring thereafter, provided the transferee agrees to assume the obligations of the Developer with respect to the portion of the Subject Property so transferred. The Village agrees to look solely to the interest of Developer in the Subject Property for the recovery of any judgment from Developer, it being agreed that neither Developer nor its respective partners, directors, officers, members, managers or shareholders shall ever be personally liable for any such judgment.

## 16. Limitation of Liability

(a) No recourse under or upon any obligation, covenant or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against the Village, it officers, agents and employees, in any amount in excess of any specific sum agreed by the Village to be paid to Developer hereunder, subject to the terms and conditions herein, and no liability, right or claim at law or in equity shall attach to or shall be incurred by the Village, its officers, agents and employees in excess of such amounts and all and any such rights or claims of Developer against the Village and such claims are expressly waived and released as a condition of and as consideration for the execution of the Agreement by the Village; provided, however, nothing herein shall limit the obligation of the Village to keep, perform and observe the terms, covenants, agreements and conditions herein contained to be kept, performed and observed by the Village.

(b) Developer hereby agrees to indemnify, defend and hold the Village harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including without limitation, attorneys' fees and court costs) suffered or incurred by the Village arising from or in connection with (i) the failure of Developer to perform its obligations under this Agreement, or (ii) material misrepresentations in this Agreement which are the result of information supplied by the Developer or by agents, employees, contractors, or persons acting under the control or at the request of the Developer, or (iii) any claim or cause of action for injury or damage to persons or property brought by third parties arising out of the construction or operation of the Project by Developer, provided that the Village tenders defense of any such matter to Developer in sufficient time to avoid prejudice to Developer for handling by counsel selected by Developer and reasonably acceptable to the Village, and provided further, in no case shall Developer be liable for consequential, incidental, special, punitive or similar type damages except to the extent claimed by any third party.

## 17. Reimbursement of Village for Legal and Other Fees and Expenses

(a) If a third party institutes legal proceedings against Developer or the Village concerning the terms of this Agreement, then, in that event, Developer, shall assume the defense of such lawsuit and all expenses of whatever nature relating thereto. In the event Developer assumes the defense of such lawsuit as aforesaid, the Village agrees to fully cooperate with Developer in connection with same, and Developer agrees not to make any settlement or compromise of such lawsuit without the approval of the Village, which approval shall not be unreasonably withheld or delayed. The Village can require the Developer to deposit with the Village a reasonable cash amount to guarantee that the attorney representing the Developer will be paid for services provided, subject to reconciliation based upon actual amounts expended. Notwithstanding the foregoing, there shall be no obligation of the Developer to assume such defense to the extent the legal proceedings concern any action or in action by the Village not in compliance with applicable Village requirements or otherwise resulting from the Village failing to comply with procedural or other requirements concerning the development of the Subject Property in accordance with the provisions of this Agreement, and provided further:

(b) If the Village, in its sole (but commercially reasonable and good faith) discretion, determines there is, or may probably be, a conflict of interest between Village and Developer, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. If the Village exercises such option, then the Developer shall pay 100% of the reasonable costs of legal counsel chosen by the Village.

(c) In the event either Party institutes legal proceedings against the other Party relating to a default under this Agreement, each Party shall pay its own expenses of such legal proceedings including the court costs, attorney's fees, and other customary litigation expenses.

## 18. No Waiver or Relinquishment of Right to Enforce Agreement

Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

## 19. Village Approval or Direction

Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the corporate authorities of the Village unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements are consistent with this Agreement. Subject to the foregoing, whenever the consent or approval of either party is required under this Agreement such consent shall not be unreasonably withheld, delayed or conditioned. Each party shall act in good faith and in a commercially reasonable manner with respect to any matter contemplated by this Agreement, including, without limitation, approving or disapproving any request for consent.

## 20. No Debt of Village

This Agreement does not constitute a general obligation of the Village and Developer acknowledges that Village has no obligation hereunder to make any payments to Developer from Village's General Funds or any other Funds except as provided for herein with respect to the Public Improvements.

## 21. Captions

All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions there under whether covered or relevant to such heading or not.

## 22. Authorization to Execute

The officers of Developer who have executed this Agreement warrant that they respectively have been lawfully authorized by Developer's Board of Directors to execute this Agreement on behalf of Developer. The President and Clerk of the Village hereby warrant that they have been fully authorized by the Village Board of the Village to execute this Agreement. Developer and Village shall deliver, upon request to each other, copies of all articles of incorporation, bylaws, minutes and other evidence of the authority to so execute this Agreement on behalf of the respective parties.

## 23. Amendment

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between Developer and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

## 24. Curing Default

In the event of any default under or violation of this Agreement, the party not in default or violation shall serve written notice upon the party or parties in default or violation, which notice shall be in writing and shall specify the particular violation or default. The parties hereto reserve the right to cure any violation or default. The parties hereto reserve the right to cure any violation of this Agreement or default by any of them hereunder within thirty (30) days from written notice of such default; provided, however, if such default cannot be cured within said 30-day period and the defaulting party is diligently pursuing cure of the same, then the 30-day period shall be extended as maybe reasonably required to effect such cure. If such default is so cured to the reasonable satisfaction of the parties hereto within said thirty (30) day period (as may be extended, as aforesaid), all the terms and conditions of this Agreement shall remain in full force and effect.

**25. Conflict Between the Text and Exhibits**

In the event of a conflict in the provisions of the text to this Agreement and the Exhibits A-1, A-2, A-3, B, and C attached hereto the text of the Agreement shall control and govern.

**26. Severability**

If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve the party from performance under such invalid provision of this Agreement; provided, however, if the judgment or decree relieves the Village of its monetary obligations under Section 5 of this Agreement, then Developer will be relieved of its monetary and reporting requirements hereunder. If the Village is relieved only partially of its monetary obligations hereunder, Developer shall remain bound by all applicable reporting requirements and an equal proportion of its monetary obligations.

**27. Employment Consideration to Glen Ellyn Residents**

As a part of consideration for Village's participation in this Agreement, Developer agrees to give consideration to qualified Glen Ellyn residents for employment at its Glen Ellyn facility, to the extent permitted by law. This consideration shall continue so long as the Village is required to make sales tax reimbursement under this Agreement.

**28. No Third Party Beneficiaries**

This Agreement is intended only for the benefit of the parties hereto and not for the benefit of any third party not a party to this Agreement.

**29. Recording of Agreement**

This Agreement, or a memorandum of this Agreement, shall be recorded by the Village with the Recorder of Deeds of DuPage County, Illinois.

**30. Execution of Agreement and Counterparts**

This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he signs this Agreement on page 1 hereof which date shall be the effective date of this Agreement. This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute instrument.

**31. Remedies Cumulative**

The rights and remedies of the parties under this Agreement shall be non-exclusive, and shall be in addition to all the other remedies available to the parties, at law or in equity.

## 32. Estoppel Certificate

The Village agrees that it will, from time to time, upon request by the Developer, execute and deliver to Developer and to any parties designated by the Developer, within ten (10) days following demand therefor, an estoppel certificate on Developer's form, certifying (i) that this Agreement is unmodified and in full force and effect (or if there had been modifications, that the same are in full force and effect as so modified, (ii) that there are no defaults hereunder (or specifying any claimed defaults), and (iii) such other matters as may be reasonably requested by Developer.

## 33. Mortgagee's Protection

The obligations of Developer and its successors under this Agreement shall not be binding upon any mortgagee, ground lessor, sale-leaseback lessor and/or trust deed holders (collectively, "**Mortgagee**") that acquire title to all or any portion of the Subject Property by trustee's sale, foreclosure, or deed-in-lieu of foreclosure or otherwise, but any such Mortgagee shall not be entitled to proceed with development of the Subject Property or portion thereof unless and until such Mortgagee has consented in writing to be bound by all the terms, covenants and conditions of this Agreement. The Village agrees to give any mortgagees, ground lessors, sale-leaseback lessors and/or trust deed holders, by registered or certified mail, a copy of any notice of default served upon Developer, provided that prior to such notice the Village has been notified, in writing (by way of notice of Assignment of Rents and Leases or otherwise) of the address of such mortgagees, ground lessors, sale-leaseback lessors, and/or trust deed holders. The Village further agrees that, except in instances where there is an imminent likelihood that public health or safety would be materially and adversely affected by such default, if Developer shall fail to cure such default within the time provided in this Agreement, then the mortgagees, ground lessors, sale-leaseback lessors, and/or trust deed holders shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within such 30-day time period, then such additional time as may be necessary if within such 30-day period, any mortgagee, ground lessor, sale-leaseback lessor and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including, without limitation, commencement of foreclosure proceedings, if necessary to effect such cure) in which event this Agreement shall not be terminated nor shall the Village exercise any rights or remedies hereunder while such remedies are being so diligently pursued. The Developer may collaterally assign its interest in this Agreement in connection with any financing transaction.

## 34. Acquisition Contingency

Anything in this Agreement to the contrary notwithstanding, if Developer has not acquired the Subject Property on or before June 30, 2013, then Developer shall notify the Village and, at any time thereafter and prior to the date Developer acquires the Subject Property, either Developer or the Village may terminate this Agreement, in which event this Agreement shall be null and void and of no further force and effect and neither Developer nor the Village shall have any liability under this Agreement.

IN WITNESS WHEREOF, this Agreement is made and entered into as of the Effective Date.

VILLAGE OF GLEN ELLYN,
an Illinois municipal corporation

By: _____
Village President

ATTEST:

_____
Village Clerk

OPUS DEVELOPMENT CORPORATION
an Illinois corporation

By: _____

ATTEST:

_____
Title:

STATE OF _____)
) ss
COUNTY OF _____ )

I, the undersigned, a Notary Public in and for said County, in the State of _____ , DO HEREBY CERTIFY that _____ and _____, personally known to me to be the _____ and _____ of OPUS DEVELOPMENT CORPORATION and whose names are subscribed to the foregoing instrument, appeared before me this day in person, and they signed, sealed and delivered this instrument as their free and voluntary act, for the uses and purposes set forth above.

Given under my hand and seal this _____ day of _____, 201_.

_____. Notary Public

STATE OF ILLINOIS )
) ss
COUNTY OF DUPAGE )

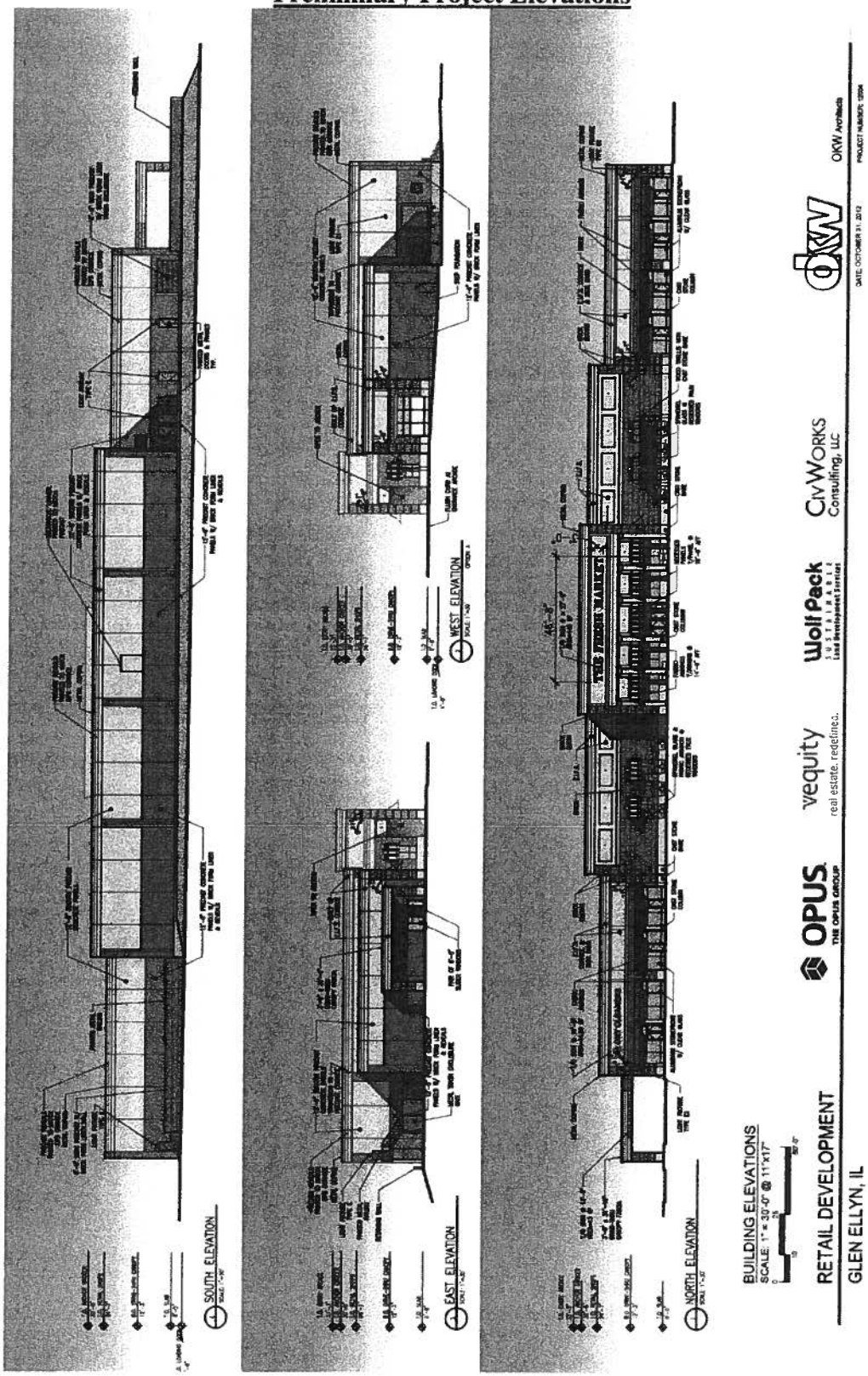
I, the undersigned, a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that MARK PFEFFERMAN and PATTI UNDERHILL, personally known to me to be the Village President and Acting Village Clerk of the Village of Glen Ellyn, and whose names are subscribed to the foregoing instrument, appeared before me this day in person, and they signed, sealed and delivered this instrument as their free and voluntary act, for the uses and purposes set forth above.

Given under my hand and seal this _____ day of _____, 201_.

_____. Notary Public

# EXHIBIT A-1

## Preliminary Project Elevations

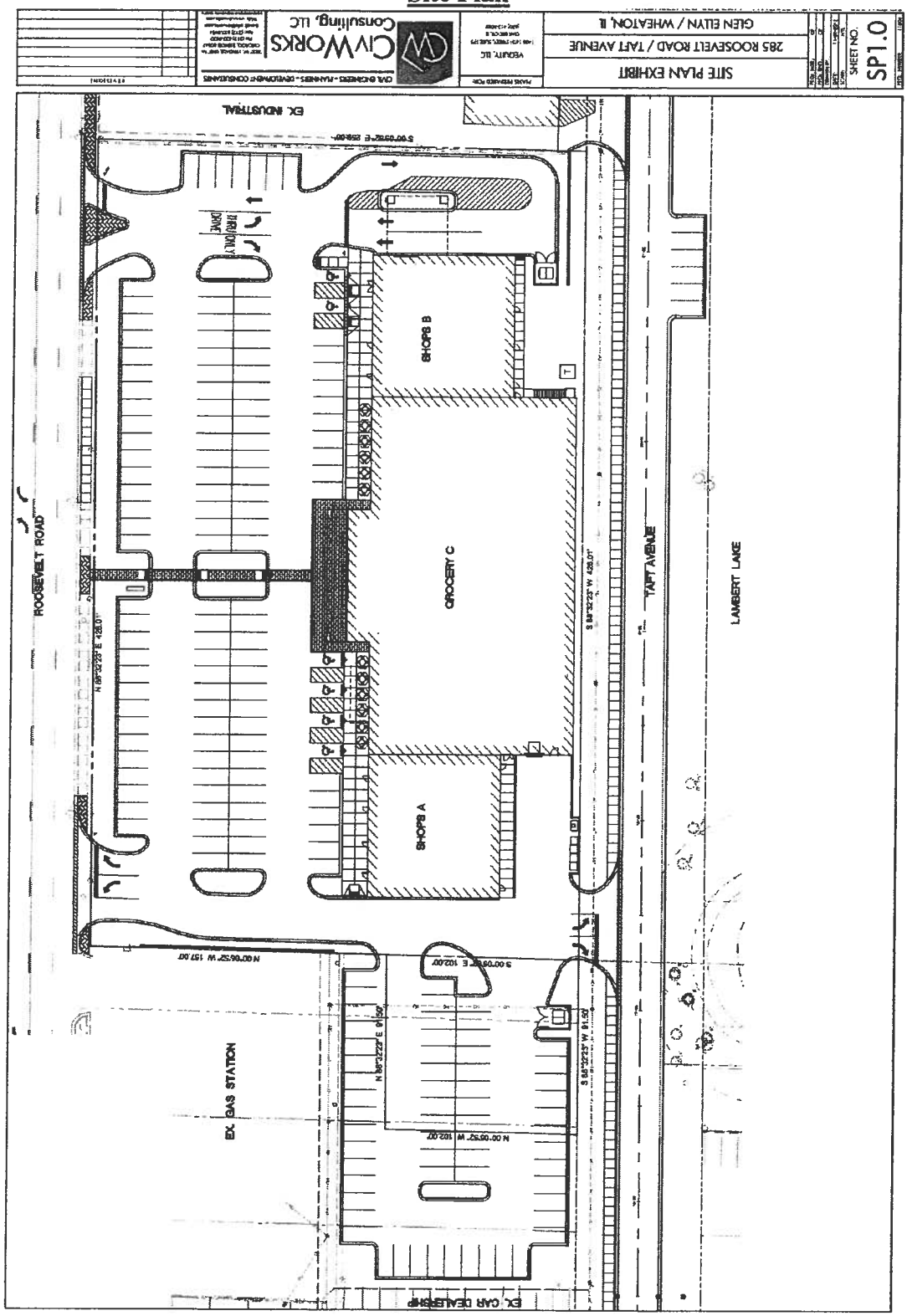





564006.00314.22940589.10

# EXHIBIT A-1 (con't)

## Site Plan






564006.00314.22940589.10

**EXHIBIT A-2**

**Village of Glen Ellyn Ordinance #___**

**EXHIBIT A-3**

**Village of Glen Ellyn Ordinance #___**

# EXHIBIT B

## 1. Cost Estimates for Public Improvements

| Glen Ellyn Retail Center<br>285 Roosevelt Road<br>11/15/2012 | |
|---|---|
| **Taft Avenue Improvements** | |
| Lighting | $17,350.00 |
| Cut / Fill / Export / Poor Soils | $344,074.96 |
| Utilities | $124,285.00 |
| Hardscape and Landscaping | $158,939.72 |
| GC's (8%) | $51,571.97 |
| Civil Engineering | $33,350.00 |
| Environmental Consultants | $15,000.00 |
| Legal Environmental Fees | $10,000.00 |
| Legal Development | $15,000.00 |
| Environmental Soft Costs | $15,000.00 |
| Construction Fee (4%) | $31,382.87 |
| Land Costs | $179,082.54 |
| Construction Interest | $10,000.00 |
| **Total Cost** | $1,005,037.06 |

## 2. Cost Estimates for Project (exclusives of Fresh Market space)

| TYPES | COST ESTIMATES |
|---|---|
| Land | $850,000 |
| Design | 215,690 |
| Construction (including Taft Ave) | 5,679,564 |
| Finance | 383,500 |
| Legal | 217,500 |
| Development / Soft | 948,447 |
| Total Project Costs | $8,244,701 |

## EXHIBIT C

## Legal Description

PARCEL 1: LOTS 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20 AND 21 IN BLOCK 34 IN WHEATON ESTATES, BEING A SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT 182391, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THE EAST 1/2 OF VACATED OTT AVENUE LYING WEST OF AND ADJOINING SAID LOT 14 IN BLOCK 34 IN WHEATON ESTATES, BEING A SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT 182391, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 3: LOT 15 IN BLOCK 34, IN WHEATON ESTATES, BEING A SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT 182391, AND THAT PART OF THE EAST 1/2 OF VACATED OTT AVENUE LYING WEST OF AND ADJOINING SAID LOT 15 AND THAT PORTION OF THE NORTH 1/2 AND THE NORTH 12 FEET OF THE SOUTH 33 FEET OF VACATED TAFT AVENUE BOUNDED ON THE WEST BY THE CENTER LINE OF OTT AVENUE AND BOUNDED ON THE EAST BY THE EAST LINE EXTENDED SOUTH OF LOT 15, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 4: THE NORTH 1/2 OF VACATED TAFT AVENUE LYING SOUTH OF AND ADJOINING LOTS 16, 17, 18, 19, 20 AND 21 IN BLOCK 34 IN WHEATON ESTATES, BEING A SUBDIVISION IN SECTION 33, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT 182391, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 5: THAT PART OF LOTS 23 AND 24 IN BLOCK 33 IN WHEATON ESTATES BEING A SUBDIVISION IN SECTION 33, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT 182391; AND THE WEST 1/2 OF VACATED OTT AVENUE LYING EAST AND ADJOINING SAID LOT 24; AND THE NORTH 1/2 AND THE NORTH 12 FEET OF THE SOUTH 33 FEET OF VACATED TAFT AVENUE LYING SOUTH OF AND

ADJOINING LOTS 23 AND 24, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF VACATED OTT AVENUE WITH THE SOUTH LINE OF THE NORTH 12 FEET OF THE SOUTH 33 FEET OF VACATED TAFT AVENUE; THENCE WEST ON SAID SOUTH LINE 91.5 FEET; THENCE NORTH, PARALLEL WITH THE CENTER LINE OF VACATED OTT AVENUE, TO THE NORTH LINE OF SAID LOT 23; THENCE EAST ON THE NORTH LINE OF SAID LOTS 23 AND 24 AND THE EASTERLY EXTENSION OF SAID NORTH LINE 91.5 FEET TO THE CENTER LINE OF VACATED OTT AVENUE; THENCE SOUTH ALONG SAID CENTER LINE TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS; EXCEPTING THEREFROM, THE NORTH 30 FEET OF THE ABOVE-DESCRIBED PARCEL 5.

PARCELS 1, 2, 3, 4 AND 5 ABOVE ARE ALSO KNOWN AS:

PARCEL 1:

LOT 1 IN FRESH MARKET EAST PLAT OF CONSOLIDATION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

LOT 1 IN FRESH MARKET WEST PLAT OF SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

# MEMORANDUM

**DATE:** December 12, 2011

**TO:** Village President and Village Board and Finance Commission Members

**FROM:** Mark Franz, Village Manager

**RE:** The Glen Ellyn Market-Updated

**CC:** Staci Hulseberg, Planning and Development Director
Kevin Wachtel, Finance Director

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**Background**

Over the last few years, Village Management and the Economic Development Corporation have been pursuing a development project at 285 Roosevelt Rd. between Lambert Road and the Wheaton border. The property was formerly used as a Packey Webb Dodge dealership which has been closed since May 2008 and has been used by Nicor on a temporary basis while their Finley Road facility is being reconstructed. Ryan Murphy, Vice President of SRS and Principle in Vequity LLC, has been interested in this property for some time and currently has a contract on the property. SRS Real Estate Partners is a 25-year old real estate company, well known in the industry. Vequity LLC was founded in 2008 and is the developer on the project. A detailed proposal from Vequity LLC has been provided which consists of the request for assistance, demographic information, site renderings and site plan, and a tax analysis. In addition, an updated *10 Year Totals, Glen Ellyn Market* summary is included. Lastly, attached is a letter from Chairman of the Finance Commission, recommending approving the business terms of this agreement with a condensed version of the Revenue Analysis. In summary, the following information was provided to the Board this week:

Provided on Wednesday:

- Vequity Proposal
- SRS Real Estate Partners-Capabilities Overview
- Revenue Analysis

Attached:

- *10 Year Totals, Glen Ellyn Market* summary
- Memo from Finance Commission Chair Randy Parker-12/9/11 with updated Revenue Analysis

The Village is interested in aggressively pursuing and attracting new businesses and has approached this project from the perspective of the new economy. Development opportunities have decreased significantly over the last few years as the money supply has tightened and investors have become more risk averse. The Finance Committee through its Five-Year Forecast has highlighted the importance of increasing sales tax revenues as a way of stabilizing the overall financial position of the Village. Grocery stores are among the best sources of sales tax generators as evidence by the

success of Glen Ellyn's grocery stores. Given the framework above, the fact that this site has been an eyesore for some time, and that former auto dealers present unique challenges to redevelop, Village Management believes that working in partnership with a developer is the only way to achieve the goal of redeveloping this site.

The Developer has designed a project that would potentially beautify Roosevelt Road, restore Taft Avenue and could serve as both an anchor and stimulus for additional redevelopment along the Roosevelt Road corridor. The Glen Ellyn Market Project will be a retail center consisting of 32,000 square feet with a 22,000 foot grocery store anchor and an additional 10,000 square feet of commercial/retail space for two or more additional tenants. The project will also include a quarter-acre of adjacent land located in the City of Wheaton (to be used for parking) bringing the total site to approximately 3.2 acres. The anchor of the center would be The Fresh Market (TFM), a high-end European-style market that is expanding in the Chicagoland area over the last few years as many specialty groceries continue to grow and thrive. The total cost of the Glen Ellyn Market project is estimated to be $12,340,000 including extraordinary costs and TFM buildout. The Developer has indicated that Village assistance is required in order to make the project viable.

The Village Board has supported the concept of improving Taft Avenue and maintaining this roadway in the future. The Taft Avenue portion of this project could be incorporated into the Capital Improvement Plan and funded through a reimbursement to the developer from the CIP Fund; funds are available. The remaining upfront costs could be funded through the Corporate Reserve Fund and reimbursed by the project in future years. Furthermore, the Village Board has expressed willingness to financially support a new opportunity for a grocery store and has asked the Finance Commission to assist in evaluating the viability of such assistance.

The Fresh Market and the Developer are interested in an accelerated planning and construction schedule to meet "First Mover Advantage" goals, therefore, this project has been on the fast track over the last six weeks. Village Management has been working with the Finance Commission to review and evaluate the economics of this proposal over the last few weeks. The Finance Commission is recommending approval of the basic business terms of the agreement - see attached letter from Chairman Randy Parker. Village Management is asking for direction from the Village Board on conceptually agreeing to basic business terms of a possible redevelopment agreement.

**Business Terms**

*The Market*

For background purposes, the Village has financially supported two other developments in the Village, Baker Hill ($1 million incentive) and Pickwick Place ($900,000 incentive), both in the late 90's. Village Management has researched other TFM stores in the Chicagoland area and has learned that those particular deals did not involve any incentives. (Crystal Lake did agree to cut 50% of TFM permit fees.) These projects were located in existing space or part of an existing shopping district, rather than an anchor tenant of a challenging redevelopment site. As you can see from their proposal, the projections are conservative as compared to other TFM

stores in Geneva and Kildeer which have generated $30 million in annual sales. The proposal states that Glen Ellyn has better demographics than both stores in terms of population and better demographics than Geneva in income.

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*Incentive Request*

As early as last spring, the Developer stated that the project is not possible without Village assistance, particularly with respect to improvements on Taft Avenue and other extraordinary costs attributable to this site. They are requesting $793,000 up front to defray the cost of certain improvements and requesting that the Village enter into a sales tax sharing on a 60%/40% (Village/Developer) arrangement for 10 years or $1 million, whichever occurs first. The upfront costs would be reimbursement upon completion of the improvement on Taft Avenue and the other upfront costs would be provided at the time the store opens, as specified in the future redevelopment agreement.

Over the course of the last six weeks, Village Management has met with the Developer to discuss various aspects of this project, primarily sales tax projections, Taft Avenue construction costs, and extraordinary costs. The goal continues to be to minimize risk for the Village, but work in partnership to support the overall project. First, the Developer has had some difficulty in gathering information from TFM on projected annual sales. TFM closely guards this information as proprietary. Therefore, these numbers have fluctuated as more information became available, but Management feels that with the help of the Finance Commission, we have analyzed various likely outcomes and have a good range of what to expect.

Secondly, the Village has been communicating with the City of Wheaton to ensure inter-governmental cooperation with a project that extends across community boundaries. We have discussed the benefits of improvements to Taft Avenue and to the area in general, and Wheaton has been very receptive to communication. However, they are not willing to pay for any improvements to their portion of Taft Ave. at this time. Regardless of their decision, Village management made it clear to the Developer that we do not intend to pay for improvements to Taft Avenue in Wheaton.

Lastly, Village Management has worked with the Developer to clarify what costs are extraordinary and what are typically development costs. We were able to negotiate a reduced extraordinary cost list and believe these costs are reasonable to reimburse, given the Taft Avenue part of the project and unique challenges with this site. We have stressed to the Developer that some of these costs should be paid out through the sales tax reimbursement, but the Developer insists that these funds are needed upfront. Additionally, Management did have some concerns about paying for acquisition costs for Taft Avenue, but given that the Developer has reduced the overall upfront request and is willing to pledge that any and all cost overruns are his responsibility, we believe it is reasonable. Therefore, the extraordinary costs included in the proposal are:

| | |
|---|---|
| **On-Site Improvements** | |
| Remove Existing Retaining Wall | $12,000.00 |
| Site Excavation and Embankment | $23,600.00 |
| Import/Export Material | $45,000.00 |
| Demolition (50%) | $93,000.00 |
| Detention | $37,500.00 |
| **Control'd Improvements** | |
| Site Improvements | $59,149.00 |
| **Taft Avenue Improvements** | |
| Glen Ellyn Improvements (Includes Land Acquisition) | $523,528.00 |
| Total | **$793,777.00** |

To summarize the business terms of this agreement, we compared the initial proposal with the current proposal. As you can see below, the Developer has reduced his upfront cost request from $1.56 million to $793,000; eliminated the Wheaton costs; and agreed to a 60/40 split in terms of sales tax reimbursement, but did increase the sales tax reimbursement total from $880,000 to $1 million over ten years.

*Initial Proposal*

- Total project size=30,800 (20,300 TFM and 10,500 two or more tenants proposed) and includes a10 year lease with TFM at $18/sq ft
- Anticipating $11-$15 million in annual sales
- $1.56 Million for On Site and Off Site improvements – Upfront
    - Includes Taft Avenue improvements and acquisition costs
    - Includes Wheaton portion of Taft Avenue improvements
    - Other Extraordinary Costs for the project
- $880,000 in sales tax reimbursements over a 10-year period at a 50/50 split

*Current Proposal*

- Total project size=30,800 (20,300 TFM and 10,500 two or more tenants proposed) and includes a10 year lease with TFM at $18/sq ft
- Anticipating $15million in annual sales with spikes in first three years; 4% thereafter
- $793,000 for on site improvements – Upfront
    - Includes Taft Avenue improvements and acquisition costs
    - **Excludes** Wheaton portion of Taft Avenue improvements
    - Other Extraordinary Costs for the project were reduced
- $1 million in sales tax reimbursements over a 10-year period at a 60/40 Village/Developer split

The Developer stressed the following: *If it was a clean site with necessary roads already built as well as the necessary infrastructure, the total private investment of the Project would be $10,780,000. But because of the extraordinary costs, the total cost of the Project is currently projected to be $12,239,000. The Developer is requesting that the Village defray the extraordinary costs of $793,000 and to further assist the Project with $666,000 of sales tax which is the net present value of 40% of the sales tax revenue for 10 years with a cap of $1,000,000.* In summary, the Developer is asking the Village to reimburse all extraordinary costs, some up front and some over 10 years and at the same time improve the economics of the investment. The Developer has a straight lease with TFM, so they receive no benefits if TFM outperforms the projections. In other words, 1 million is a hard cap.

**Revenue Analysis**

Attached is the latest proforma for this project, subject to modifications by the Finance Commission at their meeting on Friday. The following is a summary of the worksheets:

- Five economic scenarios are presented (with annual sales projections): best (20M), likely (15M), worst(10M), Developer(15M), and Developer proposal with a 6% discount rate(15M). The likely scenario and Developer scenarios are similar. The Developer has indicated that numbers are conservative.
- The discount rate used for calculations is 4.2%, which is the average long term borrowing cost for the Village over the past 10 years. Short term borrowing rates have been as low as 2%, but the longer duration bonds are more appropriate.
- Detailed assumptions for each scenario are noted on the spreadsheet. Major differences are sales tax starting point and growth rates, portion of sales subject to home rule sales tax, EAV growth rate, and utility tax revenue.
- The Developer has requested $793,000 in up-front costs and 40% of sales tax revenue. We have calculated the 40% split on the total regular sales tax, home rule sales tax, less displacement.
- A summary sheet identifies key 10 year totals, including revenues, costs, present value of the overall project, present value of Village revenue less revenue share to the Developer, and the present value of the cost of the revenue share.
- From an economic perspective, the $793,000 is evaluated differently than the ongoing revenue share. The analysis assumes the $793,000 is paid fully in year one, with revenue also occurring in year one. The Finance Commission identified a measure to use as 50% of the public improvement cost (for this case, ½ of $793,000 discounted) to be received in Village revenue within 5 to 7 years. Also, for this presentation, I have assumed that the entire $793,000 is appropriate for up front reimbursement.
- Each economic scenario spreadsheet includes a line graph, which compares four cumulative revenue scenarios:
    - 100% of the upfront costs applied to this project, but no revenue share
    - 100% of the upfront costs applied to this project, but including the revenue share
    - 50% of the upfront costs applied to this project, but no revenue share
    - 50% of the upfront costs applied to this project, including revenue share.

These scenarios are intended to illustrate the maximum cumulative NPV revenue as well as the NPV costs of providing the incentive. The 50% of upfront costs illustration is applying the measure previously discussed by the Finance Commission to the current model.

- A detailed analysis was provided by Commissioner Faber, which is the basis for much of the NPV calculations. When I updated the data for the current sales tax assumptions and made other modifications, I was not able to make all the functions work properly, such as investment rate of return and years to break even. I fundamentally changed some presentation, including factoring in the upfront costs into the main spreadsheets, so this has altered the base data. Thanks to Commissioner Faber for this great work.
- Utility tax revenue is based on estimates of typical electricity usage by grocery and convenience stores by square footage. These estimates were found on the federal government's Energystar program. We used 20,000 square feet as a conservative estimate and minimal telecommunications and natural gas usage.

*Sales Tax Reimbursement*

In order to appropriately evaluate the request, one should evaluate the two different incentive requests separately. The upfront costs of the project represent the Village's risk and the attached worksheets analyze this risk. However, the sales tax incentives are funds we would not get, but for the project moving forward. This part of the agreement is a performance-based agreement where if, and only if, the Developer performs, they would be eligible for reimbursement. The risk is solely on the Developer once the Village's initial investment is reimbursed. Furthermore, Taft Avenue becomes an asset, albeit one that we have to maintain, but this public improvement will enhance future economic development opportunities in this area.

*NPV*

Net present value is used as a key evaluation tool to estimate and normalize the long terms costs and present and compare them in today's dollars. For purposes of this presentation, we looked at long term borrowing costs over the past 10 years (4.2%). The Developer has used 6%. In these analyses where the nominal dollars remain the same, the discount rate used to calculate the NPV does not change the overall comparison of NPV costs and benefits. However, adjusting the NPV will impact the magnitude of dollars included in the presentation.

*Displacement*

The issue of displacement or cannibalization, while a worthwhile concept to consider in this type of analysis, is difficult to compute. Displacement is a market driven issue. While it is possible to hire a consultant to prepare a gravity model to estimate a fairly accurate percentage of possible displacement, that type of analysis is more time consuming and costly than the benefit of the analysis would yield. A gravity model would analyze where the various stores draw from, what their sales volumes are, and drive times to the various stores, among other things.

While it makes conceptual sense to factor in some percentage of loss to the Village's sales tax revenue from sales that will be drawn away from similar stores in the community, it may not be wise to focus too closely on a specific percentage, since we are wholly unsure of what that number would

be. We should consider that if we do not move forward with this development, the Village of Glen Ellyn will still likely experience diversion, without the benefit of any revenue from a new grocer. For example, the proposed grocer could locate in another nearby community and continue to draw sales from our stores, or the proposed Mariano's in Wheaton could draw from our stores.

***Results***

As depicted in the revenue analysis, the Village stands to realize 100% of its upfront investment returned within 5-14 years with the most likely scenario being 6 or 7 years. In addition, this analysis projects that the Village will realize 50% of its upfront investment returned within 3-7 years with the most likely scenario being 4 years. Using the most likely model, the Village's 10 year net is estimated at nearly $678,746 and the Village and other tax agencies 10 year net is estimated at almost $1.6 million. Remember, these are conservative projections as explained in the incentive request section above and once the Village pays off this initial investment, all revenue is new revenue. The upside on this project is significant, given the actual sales generated in other locations.

**Economic Development Incentive Guidelines**

The Village has recently approved in concept Economic Development guidelines in which to apply requests for financial assistance from developers and businesses. This project is eligible since it meets the following objectives:

- Attracting businesses/developers to high priority redevelopment sites
- Attracting high priority and unique businesses to the Village that improve the overall mix of uses
- Improving properties which are considered unattractive or have been vacant for a long period of time
- Introducing uses which further the Village's reputation as a destination for shopping, dining, cultural events and entertainment

In addition, the following review criteria have been considered and analyzed to determine the appropriate threshold of assistance given to the developer to allow for a reasonable rate of return on the project:

- Enhancement and diversification of Village revenue base-*positive*
- Conformance with Comprehensive Plan goals and objectives-*positive*
- Improvement of economic base through attraction, retention or expansion of businesses-*positive*
- Attraction of high priority business that would enhance diversity of businesses and vitality in the Village's business districts-*positive*
- Fulfillment of an underserved business segment-*moderate*
- Presence of extraordinary costs above and beyond typical development improvement costs, such as prohibitively expensive:
    - Environmental remediation-*unknown*
    - Capital purchases-*Yes*
    - Facility expansion-*Yes*

- Public infrastructure-*Yes*
- Governmental impositions (impact fees, storm water retention, public infrastructure improvements, shared parking etc.)-*Yes*

- Significant increase in employment-*positive, 90 new jobs include 54 full-time jobs*
- Enhancement of streetscape and pedestrian experiences-*Yes*
- Improvement of public infrastructure-*Yes*
- Provision of a variety of quality housing choices-*No*
- Quality of development and aesthetics above and beyond code requirements and design standards-*Yes, has pledged to invest in a higher end façade and exceed design requirements, see site renderings in proposal*
- Demonstrated ability to construct, operate and maintain the proposed project based upon past experience, reputation and credit history-*Yes, see SRS Capabilities Overview*
- Demonstrated probability of economic success—*See "Revenue Analysis"*

**Economic Development Analysis**

*Positives*

- Meets the economic development incentive guidelines objectives and meets many of the criteria.
- Development could be a catalyst for long term improvements on the Roosevelt Road corridor which benefits both Glen Ellyn and Wheaton and the community as a whole.
- Developer will add to the real estate tax base (EAV) in Glen Ellyn – benefitting the Village and other taxing bodies.
- Neighboring businesses (to the east) may remodel/rebuild to become higher sales tax generators given traffic generated by anchor tenant and new access via Taft Avenue.
- Neighboring properties that are upgraded may add to real estate tax base (EAV) and sales tax base in Glen Ellyn.
- Anchor tenant's operation overlaps with existing businesses in GE but brings new product offerings as well.
- Anchor tenant will likely attract shoppers to GE that haven't shopped here frequently in the past.
- Anchor tenant will likely attract additional shopper traffic that will benefit other stores/businesses.
- Capture dollars that may be leaving Glen Ellyn already.
- TFM alone is anticipated to generate 90 new jobs within the Village, with 60% (54) being full-time and 40% (36) part-time; these employees eat and shop in Glen Ellyn which has a spillover effect.
- In this difficult economic climate, this project would be beneficial from marketing standpoint.
- If the project does not happen, the property would remain vacant and the Village would have to start over in a search for another opportunity.
- If project does not happen, Glen Ellyn could see more shopper displacement to other specialty stores outside of Glen Ellyn, decreasing sales tax revenue

*Negatives*

- Glen Ellyn has historically taken a conservative approach with respect to economic incentives in general.
- This project could set a precedent that could lead to more incentive agreements and the belief that the Village is negotiating against themselves.
- Significant upfront costs
- 10 year term is a long agreement
- The sales tax reimbursement minimizes the positive effect this could have on overall sales tax generation from this project.
- Other TFM projects in the area did not receive incentives (However, most, if not all TFM projects were not re-development sites).
- We have been unable to definitively determine the minimum amount of incentive necessary to make the development work.

**Recommendation**

Village Management is looking forward to getting feedback from the Finance Commission and ultimately the Village Board. The Glen Ellyn Market is a unique development opportunity that requires a public investment upfront to facility the project. The total upfront investment is likely to be paid off in 6 or 7 years. The positives outweigh the negatives and with conservative sales tax projections, there is an opportunity for a significant upside to this project. The project will add to the tax base, workforce population, meets the economic incentive guideline requirements, and improves an area in need of investment in the critical Roosevelt Road corridor. Most importantly, utilizing the base (most likely) model, the Village's 10 year net is estimated at nearly $678,746 and the Village and other tax agencies 10 year net is estimated at almost $1.6 million. Remember, these are conservative projections as explained in the incentive request section above, and once the Village pays off this initial investment, all revenue is new revenue. The upside to this project is significant and the potential spillover makes this project even more attractive.

For these reasons, staff is recommending approval of the business terms, subject to Village Board direction, as follows: $793,000 to be reimbursed upon completion and opening of TFM and $1million in performance-based sales tax reimbursements on 60/40 split between Village/Developer and direction to prepare a redevelopment agreement between the Developer and Village.

If you have any questions, please let me know.

## 10 year totals, Glen Ellyn Market

| | Best | Likely | Worst | Developer | Developer, 6% NPV |
|---|---|---|---|---|---|
| **Total Sales** | $ 309,067,071 | $ 231,800,303 | $ 121,918,475 | $ 231,800,303 | $ 231,800,303 |
| **Ongoing Revenues** | | | | | |
| Local Sales Tax | $ 3,090,671 | $ 2,318,003 | $ 1,219,185 | $ 2,318,003 | $ 2,318,003 |
| Estimated Home Rule Sales Tax | $ 695,401 | $ 463,601 | $ 182,878 | $ 463,601 | $ 463,601 |
| Utility Taxes | $ 50,000 | $ 40,000 | $ 30,000 | $ 30,000 | $ 30,000 |
| Total new property tax generated | $ 73,077 | $ 68,776 | $ 64,671 | $ 64,671 | $ 64,671 |
| **Total ongoing revenues** | $ 3,909,149 | $ 2,890,380 | $ 1,496,734 | $ 2,876,275 | $ 2,876,275 |
| **One Time Revenues** | | | | | |
| Building Permit Fees | $ 27,800 | $ 27,800 | $ 27,800 | $ 27,800 | $ 27,800 |
| **Total one time revenue** | $ 27,800 | $ 27,800 | $ 27,800 | $ 27,800 | $ 27,800 |
| **Total 10 year revenues** | $ 3,936,949 | $ 2,918,180 | $ 1,524,534 | $ 2,904,075 | $ 2,904,075 |
| **Costs** | | | | | |
| Up front capital contribution | $ 793,000 | $ 793,000 | $ 793,000 | $ 793,000 | $ 793,000 |
| Developer Share of Sales Tax | $ 1,000,000 | $ 890,113 | $ 392,577 | $ 1,000,000 | $ 1,000,000 |
| Displacement | $ 378,607 | $ 556,321 | $ 420,619 | $ 278,160 | $ 278,160 |
| **Total costs** | $ 2,171,607 | $ 2,239,434 | $ 1,606,196 | $ 2,071,160 | $ 2,071,160 |
| **Village 10 year net** | $ 1,765,342 | $ 678,746 | $ (81,663) | $ 832,915 | $ 832,915 |
| *10 year net present value of total revenue before incentives* | *$ 2,777,725* | *$ 1,836,471* | *$ 856,254* | *$ 2,044,287* | *$ 1,857,349* |
| *10 year net present value of total revenue after incentives* | *$ 1,191,309* | *$ 375,134* | *$ (217,408)* | *$ 496,325* | *$ 394,231* |
| *10 year net present value of incentives* | *$ 1,586,417* | *$ 1,461,338* | *$ 1,073,662* | *$ 1,547,963* | *$ 1,463,117* |
| ***Year in which revenue totals 100% of up front costs*** | *5* | *7* | *14* | *6* | *6* |
| ***Year in which revenue totals 50% of up front costs*** | *3* | *4* | *7* | *4* | *4* |
| *Total incentive request (up front and sales tax share) / total sales tax (including displacement)* | *43%* | *50%* | *65%* | *59%* | *59%* |
| **New Revenues to other agencies** | | | | | |
| New SSA Revenue | $ 21,478 | $ 20,214 | $ 19,008 | $ 19,008 | $ 19,008 |
| New property tax revenue | $ 1,017,625 | $ 957,738 | $ 900,571 | $ 900,571 | $ 900,571 |
| **Total new revenue (10 years) to Village and other taxing agencies** | **$ 2,804,445** | **$ 1,656,698** | **$ 837,916** | **$ 1,752,493** | **$ 1,752,493** |

*Detailed notes and assumptions are located on the following pages.*

December 9, 2011

Board of Trustees
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137

Attn: Mr. Mark Pfefferman
Village President

Dear Mr. President and Village Board Members:

The Finance Commission and the village management team recently reviewed a proposed economic incentive arrangement with the contract purchaser (the "Developer") of the former Webb Dodge property on Roosevelt Road.

At today's meeting, by unanimous vote of those present, the Finance Commission approved the following recommendation to the Village Board:

1) The Village will reimburse a maximum of $793,000 of demolition/construction costs for certain roadway and site improvements. The majority of these costs relate to the extension of Taft Avenue from its present point of termination continuing west to the Wheaton border. Such costs are identified on page 3 of the memo from Mark Franz dated December 7, 2011. The amount of reimbursement is a not-to-exceed amount and may be less depending on actual costs incurred by the Developer as verified by village management.
2) The Village will rebate sales taxes generated from retail activity on the Developer's property based on the following terms:
    a. Total amount of rebates shall not exceed $1,000,000.
    b. The total time period for rebates shall not exceed 10 years.
    c. Sales taxes shall be shared as follows:
        i. Total sales taxes received by the village (including regular sales taxes and Glen Ellyn's home rule sales taxes) will be reduced by 20% to reflect the expectation that some of the retail activity on the property will be sales that are displaced from existing retailers in Glen Ellyn. We refer to total sales taxes less the 20% displacement factor as the "Shared Sales Taxes."*
        ii. The Village shall rebate 40% of the Shared Sales Taxes to the Developer subject to the limits mentioned above.

* The model we have been using reflects sales and sales taxes from the anchor tenant only. When the final agreement is negotiated, the Board and management may want to consider a slightly lower displacement factor on total sales taxes generated by the subject property assuming that other tenants may not be displacing sales from elsewhere in Glen Ellyn.

Management will provide you with the complete package of information that we have reviewed. I have attached several selected pages and call your attention to the following key points:

- We have analyzed three different scenarios in our review – Likely Case, Worst Case and Best Case. We placed significant emphasis on the Likely Case in our review. This case is presented in Attachment A.
- In the Likely Case, the Village will realize (net of the rebate to the Developer) incremental sales taxes beginning in Year 1 of $86,400, reaching $164,510 in Year 10.
- In the Likely Case, the Village will realize increased real estate taxes on the subject property (estimated at $6,750 in Year 2, reaching $8,575 in Year 10) and additional utility taxes (estimated at a constant $4,000 per year).
- For purposes of analyzing the amount of time required to "pay back" the initial cost reimbursement of $793,000, all cash flows have been discounted back to constant dollars.
- Under the Likely Case, the Village is able to recoup 100% of the $793,000 cost reimbursement during Year 7.
- Because a meaningful portion of the up-front cost reimbursement covers investment in what will become public improvements (road and parkway), the Finance Commission did not feel it was fair to burden the Developer's project with 100% of these costs. The Finance Commission determined that 50% of the cost reimbursement should be subject to a payback period not to exceed seven years. Under the Likely Case, the Village is able to recoup 50% of the $793,000 cost reimbursement during Year 4. See the purple line on Attachment B.
- Finally, the Finance Commission determined that it is important that the project has an internal rate of return that is greater than the Village's long term cost of borrowing. Attachment C sets forth the IRR for each case. The IRR for the Likely Case is 11.4% - significantly greater than the Village's 4.2% average cost of long-term borrowing over the past ten years.

While we did not include these numbers in our analysis, please note that in the Likely Case the project should result in approximately $100,000 in increased annual real estate taxes from the subject property – the result of which is to lessen the tax burden (village taxes, school taxes, park district taxes, etc.) on other taxpayers in the community.

A year ago as part of our analysis of management's five year forecast, the Finance Commission identified the need to address a mismatch in growth rates of revenues and expenses which were projected to result in a $6 million cumulative deficit over five years. One of our proposed solutions was a robust focus by the Village Board and management on economic development initiatives that would result in significant increases in sales tax revenues. This project is a good first step in addressing the projected deficit.

If you have questions or require clarification, please contact me.

Very truly yours,

J. Randall Parker
Chairman
Finance Commission
Village of Glen Ellyn

Attachment A

# The Glen Ellyn Market-Cost Benefit Anlaysis-LIKELY

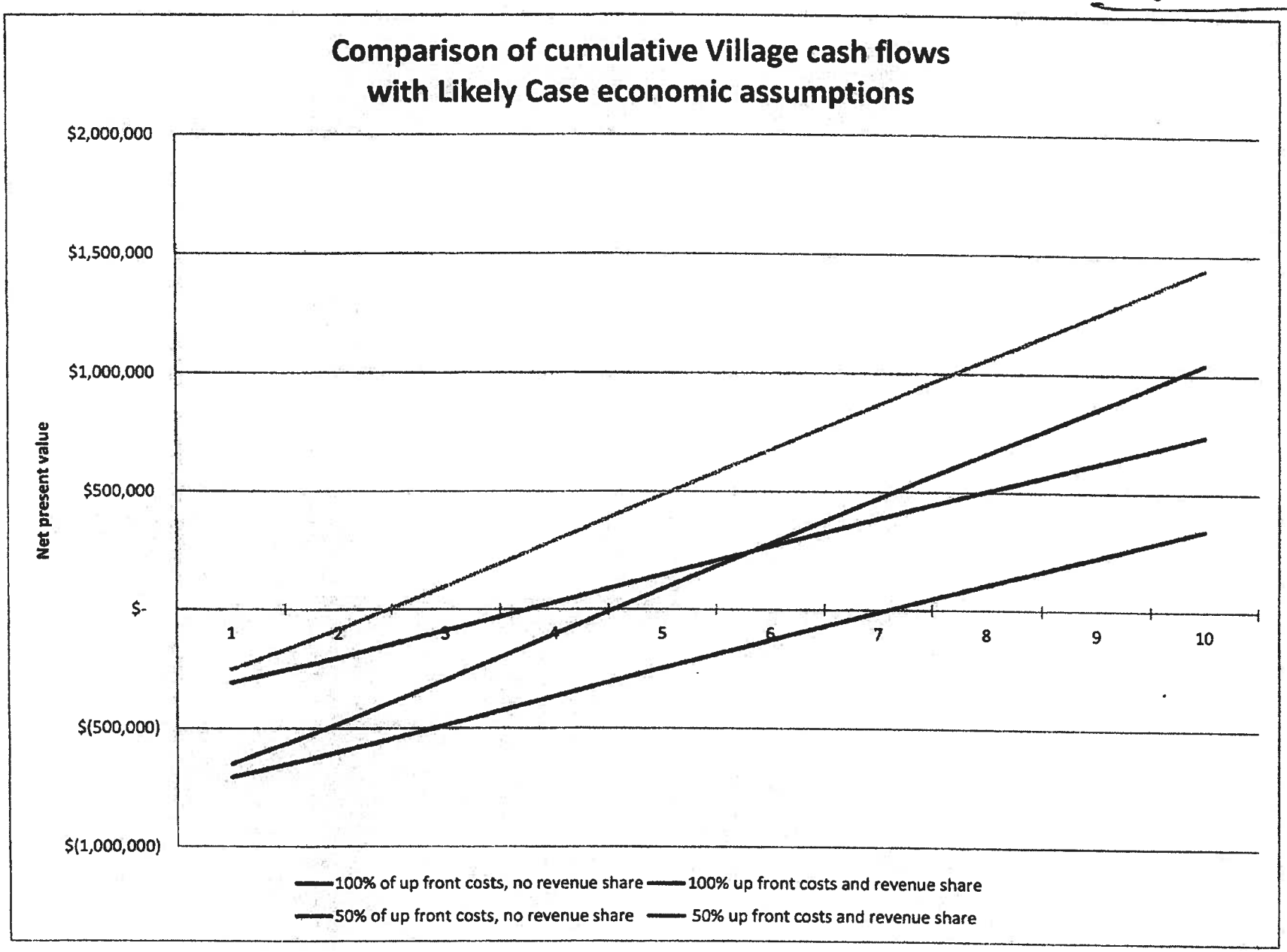
***The Glen Ellyn Market (3.2 acres)***
***(Total Project Cost = $12,340,000)***

| | Sales Tax | | | | | | | Property Tax | | | Utility Tax | Summary and analytics | | | | | | Revenue to others | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S |
| Year | Total Annual Sales | Estimated Local Sales Tax | Home Rule Sales Tax | Displacement | Total net sales Tax revenue available for share (B+C-D) | Village Revenue 60% of E | Developer 40% of E | EAV | EAV Increment | Total new RE Generated | Utility Tax Revenue | Total Village Revenue (Before Incentive) | Discount Factor at 4.2% | *Discount Village Benefit (Before)* | Total Village Revenue (After Incentives) | *Discount Village Benefit (After)* | Village cost at present value | New SSA Revenue | Estimated New Tax Revenue for other districts |
| 1 | $ 15,000,000 | $ 150,000 | $ 30,000 | $ (36,000) | $ 144,000 | $ 86,400 | $ 57,600 | $ 912,810 | $ - | $ - | $ 4,000 | $ 148,000 | 4.20% | *$ 142,035* | $ 90,400 | *$ 86,756* | $ 55,278 | $ - | $ - |
| 2 | 18,000,000 | 180,000 | 36,000 | (43,200) | 172,800 | 103,680 | 69,120 | 2,500,000 | 1,587,190 | 6,750 | 4,000 | 183,550 | 8.58% | *169,052* | 114,430 | *105,392* | 63,660 | 1,984 | 94,001 |
| 3 | 20,520,000 | 205,200 | 41,040 | (49,248) | 196,992 | 118,195 | 78,797 | 2,550,000 | 1,637,190 | 6,983 | 4,000 | 207,955 | 13.14% | *183,809* | 129,158 | *114,181* | 69,647 | 2,046 | 96,982 |
| 4 | 22,572,000 | 225,720 | 45,144 | (54,173) | 216,691 | 130,015 | 86,676 | 2,601,000 | 1,688,190 | 7,180 | 4,000 | 227,871 | 17.69% | *193,294* | 141,195 | *119,770* | 73,524 | 2,110 | 99,982 |
| 5 | 23,474,880 | 234,749 | 46,950 | (56,340) | 225,359 | 135,215 | 90,144 | 2,653,020 | 1,740,210 | 7,401 | 4,000 | 238,760 | 22.84% | *192,739* | 148,818 | *119,356* | 73,383 | 2,175 | 103,083 |
| 6 | 24,413,875 | 244,139 | 48,828 | (58,593) | 234,373 | 140,624 | 93,749 | 2,706,080 | 1,793,270 | 7,627 | 4,000 | 248,000 | 28.00% | *192,189* | 152,251 | *118,947* | 73,242 | 2,242 | 106,206 |
| 7 | 25,390,430 | 253,904 | 50,781 | (60,937) | 243,746 | 146,248 | 97,499 | 2,760,202 | 1,847,392 | 7,857 | 4,000 | 256,805 | 33.37% | *191,644* | 158,108 | *118,542* | 73,102 | 2,309 | 109,411 |
| 8 | 26,406,047 | 264,060 | 52,812 | (63,375) | 253,498 | 152,099 | 101,399 | 2,815,406 | 1,902,596 | 8,092 | 4,000 | 265,590 | 38.96% | *191,104* | 164,191 | *118,143* | 72,961 | 2,378 | 112,681 |
| 9 | 27,462,289 | 274,623 | 54,925 | (65,909) | 263,638 | 158,183 | 105,455 | 2,871,714 | 1,958,904 | 8,331 | 4,000 | 275,969 | 44.81% | *190,569* | 170,614 | *117,747* | 72,821 | 2,449 | 116,016 |
| 10 | 28,560,781 | 285,608 | 57,122 | (68,546) | 274,183 | 164,510 | 109,673 | 2,929,148 | 2,016,338 | 8,575 | 4,000 | 286,759 | 50.90% | *190,038* | 177,086 | *117,356* | 72,682 | 2,520 | 119,417 |
| Total | $ 231,800,303 | $ 2,318,003 | $ 463,601 | $ (556,321) | $ 2,225,283 | $ 1,335,170 | $ 890,113 | | | $ 68,776 | $40,000 | $ 2,334,059 | | $ 1,834,471 | $ 1,443,946 | $ 1,196,170 | $ 700,301 | $ 20,214 | $ 957,786 |

Requesting 793,000 up front to pay for acquisition and reconstruction of Taft, plus extraordinary costs associated with the project

| | |
|---|---|
| Sales tax | A: Assumes $15 million annually sales; assumes 20%, 14%, 10%, 4% increases every year thereafter<br>B: Assumes 1% of total sales<br>C: Assumes 20% of sales would be HRST eligible<br>D. Assume 20% of sales are taken from existing Glen Ellyn grocery stores<br>E: Total net sales (B+C-D) available for revenue share<br>F & G: Village/Developer share 60%/40% for 10 years or 1 million, whichever first occurs |
| Property Tax | H: Current EAV; Projected EAV of between $2.5 and $2.8 million, growth at 2%<br>I: Difference in projected EAV and current EAV to estimated new revenue<br>J: Estimated increase in Property Tax (Village Share Only) at current tax rate of .4253% |
| Utility Tax | K. $4,000 annual utility taxes, no growth expected |
| Summary and analytics | L: Total of sales tax, home rule sales tax, property tax, and utility tax revenue, less displacement<br>M: Discount factor applied for each year, based on average long term interest rate paid by Village, secured over the last 10 years<br>N. Discounted present value of total annual Village Revenue (L), excluding any payouts<br>O: Village Revenue (L), less sales tax cost sharing requested by developer<br>P. Discounted present value for Village revenue less developer sales tax share (O)<br>Q. Difference of the Discounted present value of Village revenue before (N) and after (P) payment of developer request |
| Revenue to others | R. New SSA revenue at 0.00125 rate on new EAV increment<br>S. New property tax revenue for other taxing districts |

Attachment B



Attachment C

# Internal Rate of Return, Glen Ellyn Market

| Investment of $793,000 | Year | Best | Likely | Worst | Developer |
|---|---|---|---|---|---|
| | 1 | $ 137,300 | $ 90,400 | $ 51,300 | $ 100,200 |
| | 2 | $ 170,510 | $ 114,430 | $ 62,880 | $ 126,390 |
| | 3 | $ 193,056 | $ 129,158 | $ 66,706 | $ 142,826 |
| | 4 | $ 211,483 | $ 141,195 | $ 69,656 | $ 156,231 |
| | 5 | $ 219,785 | $ 146,616 | $ 70,361 | $ 162,190 |
| | 6 | $ 228,415 | $ 152,251 | $ 71,073 | $ 168,384 |
| | 7 | $ 237,387 | $ 158,106 | $ 71,793 | $ 174,823 |
| | 8 | $ 280,285 | $ 164,191 | $ 72,520 | $ 181,516 |
| | 9 | $ 417,890 | $ 170,514 | $ 73,254 | $ 188,473 |
| | 10 | $ 434,430 | $ 177,086 | $ 73,995 | $ 197,082 |
| | 10 year Internal Rate | 23.0% | 11.4% | 2.5% | 13.6% |

Notes:

Nominal value of the Village revenue after incentive

Long term cost of capital: 4.2%

A-9

# MEMORANDUM

**TO:** Mark Franz, Village Manager

**FROM:** Kristen Schrader, Assistant to the Village Manager – ADM

**DATE:** November 21, 2012

**RE:** Municipal Electric Aggregation: Bid Consideration

---

## Background

At the November 26 Village Board Meeting, bids will be presented to the Village Board related the proposed electricity aggregation program. As the Village's Aggregation consultant, NIMEC, previously indicated, the bid results will be received in a matrix format demonstrating each supplier's pricing for 12, 18 and 24 month terms, power sources and percentages, and other terms such as early termination fees. The matrix will be provided to the Village Board during the meeting.

## Issues

One issue in regard to bid consideration is the variable nature of the electricity market. A chart is attached that shows how the cost for electricity has changed over the last five years. Due to the nature of this market and the potential for variation, the Village Board is requested to review and consider the bid proposals at the November 26 Board Meeting. Should a bid(s) be favorable in nature, the Village Board must approve the bid and master power supply agreement at this meeting. If the bid(s) are unfavorable, the Village Board is not required to accept a bid.

## Recommendation

Village staff recommends consideration of the bids to be presented at the November 26 meeting. In addition, should bid(s) be favorable to the Village, the Environmental Commission recommends that the Village Board pursue 100% green energy for the duration of the program. A copy of a resolution passed by the Environmental Commission stating this recommendation is attached.

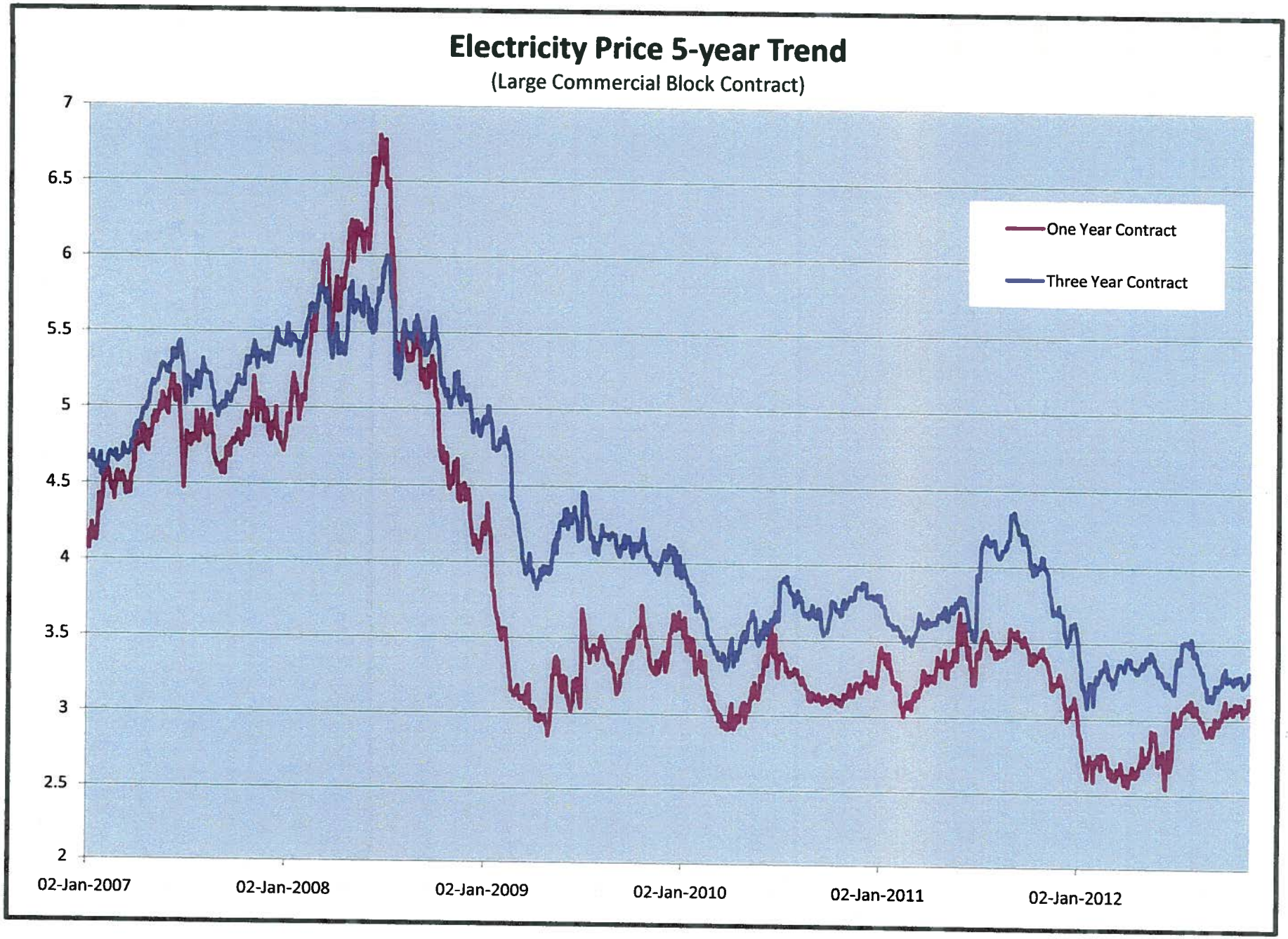
## Action Requested

It is requested that the Village Board review and consider bids for a municipal electric aggregation program, in accordance with the power supply agreement and recommendations provided by staff and the Environmental Commission.

## Attachments

- 5-year Electric Price Trend Analysis
- Master Power Supply Agreement
- Resolution Approved by the Environmental Commission

cc: Environmental Commission


Electricity Price 5-year Trend
(Large Commercial Block Contract)
7
6.5
6
5.5
5
4.5
4
3.5
3
2.5
2
02-Jan-2007
02-Jan-2008
02-Jan-2009
02-Jan-2010
02-Jan-2011
02-Jan-2012
One Year Contract
Three Year Contract

# MASTER POWER SUPPLY AGREEMENT

AGREEMENT BY AND BETWEEN THE VILLAGE OF GLEN ELLYN AND

_____

TO PROVIDE FULL-REQUIREMENTS ELECTRICITY SUPPLY AND RELATED SERVICES FOR THE VILAGE'S/CITY'S ELECTRIC AGGREGATION PROGRAM

This Agreement ("Agreement"), is entered into as of this 26 day of November, 2012 ("Effective Date") between the VILLAGE OF GLEN ELLYN, an Illinois municipal corporation ("Municipality") and _____ ("Supplier") (each a "Party" and collectively, the "Parties").

## RECITALS

A. The Municipality has established an Electricity Aggregation Program ("Program") pursuant to the Aggregation Ordinance and the Aggregation Statute, and will conduct the Program as an opt-out program pursuant to the Aggregation Ordinance and the Aggregation Statute.

B. In order to identify qualified suppliers of electricity for the Program, the Northern Illinois Municipal Electric Collaborative ("NIMEC") conducted a Request for Qualifications and Joint Power Supply Bid process.

C. The bid solicitation process conducted by NIMEC for the use and benefit of the Municipality was performed in compliance with the Aggregation Statute.

D. The purpose of this Agreement is for the Supplier to provide the Full-Requirements Electricity Supply Services and the Program Implementation Services as defined herein (collectively, the "Services") to all Eligible Customers who choose not to opt out of the Program throughout the Term of this Agreement at the Price established in this Agreement.

E. The Supplier acknowledges and agrees that it has all certifications, authorizations, qualifications, and approvals necessary pursuant to the Requirements of Law to sell Full-Requirements Electricity Supply to Eligible Customers pursuant to this Agreement, including without limitation that:

a. Supplier is certified by the Illinois Commerce Commission as a Retail Electric Supplier and is authorized to sell Full-Requirements Electricity Supply to customers in the State of Illinois utilizing the existing transmission and distribution systems of ComEd within the service areas of ComEd;

b. Supplier is currently registered with ComEd to serve residential and small commercial customers under Rate RESS - Retail Electric Supplier Service with Rider PORCB - Purchase of Receivables and Consolidated Billing; and

c. Supplier has at least three years continuous experience as a Retail Electric Supplier and has provided Full-Requirements Electricity Supply to at least 25,000 residential or commercial customers.

d. Supplier acknowledges and agrees that it will provide the Services, including without limitation Full-Requirements Electricity Supply to all Participating Customers, pursuant to the Bid Package, the Bid Response, this Agreement, and the Requirements of Law.

e. The Municipality desires to enter into this Agreement with Supplier for the provision by the Supplier of Full-Requirements Electricity Supply to all Eligible Customers pursuant to the Program.

## AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the Municipality and the Supplier agree as follows:

## ARTICLE 1
## RECITALS

1.1 The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement.

## ARTICLE 2
## DEFINITIONS

The following terms shall have the meanings ascribed to them in this section:

2.1. "Aggregate" means the total number of Eligible Customers that are within the jurisdictional boundaries of the Municipality.

2.2. "Aggregation Ordinance" means that certain ordinance adopted by the Municipality authorizing the Program.

2.3. "Aggregation Statute" means Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 and applicable rules and regulations of the Illinois Commerce Commission.

2.4. "Bid Package" means the bid documents provided to the pre-qualified bidders pursuant to the Power Supply Bid and attached to this Agreement as Exhibit A.

2.5. "Bid Response" means the response submitted by the Supplier to the Bid Package, which is attached to this Agreement as Exhibit B.

2.6. "Billing Services" means those services described in Section 4.4 of this Agreement, including all subsections of Section 4.4.

2.7. "ComEd" means Commonwealth Edison.

2.8. "Compliance Services" means those services identified in Section 4.5 of this Agreement, including all subsections of Section 4.5.

2.9. "Confidential Information" means the information defined in Section 9 of this Agreement.

2.10. “Customer Information” means that certain information that the Electric Utility is required to provide to the corporate authorities of the Municipality pursuant to the Aggregation Statute, including without limitation those names and addresses and Electric Utility account numbers of residential and small commercial retail customers in the Aggregate area that are reflected in the Electric Utility's records at the time of the request.

2.11. "Data" means the data defined in Section 9 of this Agreement.

2.12. “Electric Utility” means ComEd.

2.13. “Eligible Customers” means residential and small commercial electricity customers receiving Full-Requirements Electricity Supply within the Municipality who are eligible to participate in the Program pursuant to the Aggregation Statute and the Requirements of Law.

2.14. "Energy" means generated electricity.

2.15. "Enrollment Services" means those services described in Section 4.3 of this Agreement, including all subsections of Section 4.3.

2.16. "Extended Term" means the term defined in Section 5.1 of this Agreement.

2.17. "Force Majeure Event" means the circumstances defined in Section 7.1 of this Agreement.

2.18. “Full-Requirements Electricity Supply” means all services or charges necessary to provide the continuous supply of electricity to all Participating Customers, including, without limitation, Energy, capacity, losses, renewable portfolio standard (RPS) charges, imbalances, load factor adjustments, transmission costs, congestion charges, marginal losses, ancillary services, PORCB, taxes applicable only to the Supplier, and any additional necessary services or charges.

2.19. “Full-Requirements Electricity Supply Services” means those portions of the Services described in Section 4.1 of this Agreement, including all subsections of Section 4.1.

2.20. “ICC” means the Illinois Commerce Commission

2.21. “Independent System Operator” or “ISO” means that certain independent system operator for the Electric Utility established pursuant to Section 16-126 of the Public Utilities Act, 220 ILCS 5/16-626.

2.22. "Joint Power Supply Bid" means the bidding process conducted by NIMEC on behalf of the Municipality to identify the Supplier.

2.23. "New Customers" means the customers defined in Section 4.3.9 of this Agreement.

2.24. “Opt-Out Notice” means the notices described in Section 4.2.1.1 of this Agreement and provided to Eligible Customers informing them of their ability to opt-out of the Program pursuant to the Requirements of Law:

2.25. "Opt-Out Period" means the time prior to the implementation of the Program during which Eligible Customers may choose not to participate in the Program pursuant to the Requirements of Law.

2.26. "Opt-Out Process" means the process defined in Section 4.2.1 of this Agreement.

2.27. "Participating Customers" means those Eligible Customers who do not opt out of the Program and are not Special Billing Customers, and New Customers.

2.28. "Plan of Governance" or "POG" means that certain Plan of Operation and Governance approved by the Municipality on _____, 2012, pursuant to the Aggregation Statute

2.29. "Point of Delivery" means the point specified by the Electric Utility at which the Supplier must deliver the Full-Requirements Electricity Supply to the Electric Utility for distribution to Participating Customers.

2.30. "Price" means the fixed price expressed in cents per kilowatt hour at which the Supplier will provide the Services as set forth in Exhibit C to this Agreement.

2.31. "Program" means the electricity aggregation program operated on an opt-out basis by the Municipality in accordance with the Plan of Governance and Aggregation Statute and authorized by the Aggregation Statute and Ordinance, to aggregate residential and small commercial retail electrical loads located within the corporate limits of the Municipality for the purpose of soliciting and entering into service agreements to facilitate for those loads the sale and purchase of Full-Requirements Electricity Supply and related Services.

2.32. "Program Implementation Services" means those portions of the Services described in Section 4.2 of this Agreement, including all subsections of Section 4.2.

2.33. "Requirements of Law" means the Aggregation Ordinance, the Aggregation Statute, the Plan of Governance, the rules and regulations of the ICC and Illinois Power Agency (including the ICC Order in Case No. 11-0434 issued on April 4, 2012), the rules, regulations and tariffs applicable to the Electric Utility and the Independent System Operator, and all other applicable federal, state, and local laws, orders, rules, and regulations, all as may be hereinafter duly amended.

2.34. "Retail Electric Supplier" or "RES" means an "alternative retail electric supplier" as that term is defined in Section 16-102 of the Public Utilities Act, 220 ILCS 5/16-102.

2.35. "Services" means the Full-Requirements Electricity Supply Services, Program Implementation Services, Enrollment Services, Billing Services, and Compliance Services provided in Article 4 of this Agreement.

2.36. "Special Billing Customers" means the customers defined in Section 4.3.8 of this Agreement.

2.37. "Supplier" means _____ and the lawful successor, transferee, designee, or assignee thereof.

2.38. "Tariffed Service" means the applicable tariffed services provided by the Electric Utility as required by 220 ILCS 5/16-103 at the rates established in ComEd's "Price to Compare" for the applicable rate class, as posted on the ICC website, which includes ComEd's electricity supply charge plus ComEd's transmission series charge, but does not include ComEd's purchased electricity adjustment.

2.39. "Term" means the period of time defined in Section 5.1 of this Agreement.

2.40. "Municipality" means the Municipality/City of_____.

2.41. "Withdrawing Customer" means a customer defined in Section 4.3.6 of this Agreement.

## ARTICLE 3
## PROGRAM RESPONSIBILITIES

3.1 Municipality Responsibilities.

3.1.1 Customer Information. The Municipality shall, with the assistance of the Supplier, pursuant to the Requirements of Law, obtain the Customer Information from ComEd.

3.1.2 Notices and Customer Information from ComEd. The Municipality shall promptly forward to Supplier the Customer Information received from ComEd and each Party will promptly provide to the other Party any notices received by that Party from ComEd concerning the accounts of Eligible or Participating Customers.

3.1.3 Submittals to ComEd. The Municipality shall, with the assistance of Supplier, submit to ComEd (a) the "Government Authority Aggregation Form", (b) a list of Eligible Customers who are not Participating Customers because they have elected to opt out of the Program, and (c) a list of all Participating Customers.

3.1.4 No Municipality Obligations to Provide Services. The Parties acknowledge and agree that the Municipality is not responsible to provide, and this Agreement shall not be construed to create any responsibility for the Municipality to provide, the Services to any person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, New Customers or Participating Customers.

3.1.5 No Municipality Financial Responsibility. The Parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of the Municipality to any other person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, or Participating Customers.

3.2 Supplier Obligations.

3.2.1 Provision of Services. The Supplier will provide all of the Services described in Article 4 of this Agreement throughout the Term, including but not limited to the provision of sufficient Full-Requirements Electricity Supply to allow the Electric Utility to deliver and distribute uninterrupted electric service to all Participating Customers. The Supplier

acknowledges and agrees that the Municipality is not responsible to provide, and shall not be liable to the Supplier or any Eligible Customer for any failure to provide, any Services pursuant to this Agreement.

3.2.2 Compliance with the Requirements of Law. Supplier shall comply with all Requirements of Law.

3.2.3 Supplier Press Releases. The Supplier may issue press releases concerning the Program that are approved in advance by the Municipality prior to issuance.

3.2.4 That all information provided by The Supplier to Municipality or any of its agents relating to this Agreement in any way shall be true and accurate in all respects at all times.

3.2.5 Renewable Portfolio Standard. The Supplier will at all times relevant to this Agreement provide Full-Requirements Electricity Supply which complies with the renewable energy certificate requirements established by Federal or State law or described in the Municipality's request for bids.

## ARTICLE 4
## SUPPLIER SERVICES

4.1 Full Requirements Electricity Supply: The Supplier must supply the following Full-Requirements Electricity Supply Services as provided in this Section 4.1.

4.1.1 Scheduling, Transmission and Delivery of Full-Requirements Electricity Supply.

4.1.1.1 Generally. The Supplier shall take all actions necessary to arrange for the scheduling, transmission, and delivery of Full-Requirements Electricity Supply to the Electric Utility for distribution to all Participating Customers.

4.1.1.2 Scheduling. Supplier shall schedule the Full-Requirements Electricity Supply for distribution as required by the ISO and the Electric Utility.

4.1.1.3 Distribution and Transmission Rights. Supplier will arrange for necessary distribution and transmission rights necessary for the delivery of the Full-Requirements Electricity Supply to the Electric Utility hereunder.

4.1.1.4 Transmission and Delivery to Electric Utility.

4.1.1.4.1 Transmission and Delivery. Supplier will cause to be transmitted and delivered to the Electric Utility at the Point of Delivery sufficient Energy to provide continuous Full-Requirements Electricity Supply to all Participating Customers. The Municipality acknowledges that the Electric Utility, and not the Supplier, is responsible for the distribution of the Full-Requirements Electricity Supply to the Participating Customers after delivery by the Supplier to the Point of Delivery, and that Supplier does not take responsibility for the distribution of the Full-Requirements Electricity Supply

to Participating Customers after the Supplier provides Full-Requirements Electricity Supply to the Point of Delivery.

4.1.1.4.2 Failure of Delivery. Supplier acknowledges and agrees that if the Supplier fails to comply with any requirement related to the delivery of the Full-Requirements Electricity Supply to the Participating Customers pursuant to this Agreement, including without limitation if Supplier fails to schedule all or part of the Full-Requirements Electricity Supply for any Participating Customer, and regardless of whether such failure arises by reason of a Force Majeure or Regulatory Event, Supplier shall be solely responsible for any additional costs, charges, or fees incurred because of such failure, and shall not pass through any such additional costs, charges, or fees to Participating Customers.

4.1.2 Pricing. Except as provided in Section 4.1.3 of this Agreement, the Supplier shall receive the Price in full payment for all Services, and shall not be entitled to any additional costs, adjustments, charges, fees, or any other payments or compensation, except that the Supplier may impose an early termination fee on Withdrawing Customers pursuant to Section 4.3.5 of this Agreement. The Municipality acknowledges that the Price does not include sales or other consumer-based taxes applicable to Participating Customers or other taxes that are not applicable to the Supplier

4.1.3 Price Guarantee. If the rates for Tariffed Service to a particular rate class are set below the Price during the Term of this Agreement for at least three consecutive months, Seller will either (a) provide the Services to Participating Customers in such class at a price equal to the rate for Tariffed Services, or (b) after taking all steps necessary to return all Participating Customers in such class to the Electric Utility, terminate this Agreement with respect to Participating Customers in such class without damages or early termination fees to either Party. Notwithstanding the foregoing, termination under this Section 4.1.3 may be avoided if the Municipality determines that the Aggregation Program should remain in place at the Price without the need to match. In such an event and at such time, the Parties may enter into a written agreement and the Municipality may allow the Price to remain in place without the need to match.

4.2 Program Implementation Services. The Supplier must supply the following Program Implementation Services as provided in this Section 4.2:

4.2.1 Opt-Out Process. Supplier, at its sole cost and expense, shall, with the assistance of the Municipality, administer the process by which Eligible Customers are provided with the opportunity to opt-out of the Program prior to its implementation (the "Opt-Out Process"), including, but not limited to, the following:

4.2.1.1 Opt-Out Notices. Supplier, at its own expense, shall be fully responsible to prepare and mail form Opt-Out Notices to all Eligible Customers as required pursuant to the Requirements of Law. Opt-Out Notices must include all information required pursuant to the Requirements of Law, including without limitation including the terms and conditions of participation in the Program, the cost to the Customer of Full-Requirements Electricity Supply under the Program, the methods by which

Customers may opt out of the Program, and the length of the Opt-Out Period (which shall not be less than ten (10) business days). The Opt-Out Notices must prominently include the toll-free telephone number and secure website described in Section 4.2.1.3. The form and content of the Opt-Out Notices must be approved by the Municipality prior to mailing by the Supplier. In addition to the Opt-Out Notices, the Supplier will provide Participating Customers with terms and conditions for the provision of Full Requirements Electric Supply to those Participating Customers, which terms and conditions shall comply with and accurately reflect all of the requirements of this Agreement and the Requirements of Law and shall be substantially similar to the form attached in Exhibit F.

4.2.1.2 Notices to Special Billing Customers. The Municipality acknowledges that the Supplier may provide notices to Special Billing Customers concerning the Program, the Price, the rates charged to Special Billing Customers under their existing service, and the opportunity for Special Billing Customers to opt in to the Program as provided in Section 4.3.9 of this Agreement.

4.2.1.3 Toll Free Number and Secure Website. In addition to receiving completed Opt-Out Notices from Eligible Customers by mail, the Supplier shall, at its own expense, provide, operate, and maintain a toll-free number and secure website for the use of Eligible Customers to opt out of the Program. The toll-free number must be operational during normal business hours and the secure website must be operational 24 hours a day, seven days a week during the Opt-Out Period. The Opt-Out Notices must prominently include both the toll-free number and the internet address of the secure website. Supplier will be required to support Spanish speaking residents and customers with disabilities.

4.2.1.4 Reporting. During the Opt-Out Period, Supplier is responsible for receipt of all Opt-Out Notices. Supplier must assemble, track, and report to the Municipality concerning the delivery and receipt of all Opt-Out Notices to and from Eligible Customers, including without limitation providing the Municipality with complete information concerning all Eligible Customers who choose to opt-out of the Program whether by mail, telephone, or the secure website.

4.2.2 Required Disclosures. Supplier shall provide Eligible Customers with all information required to be disclosed to Eligible Customers concerning Full-Requirements Electricity Supply and the Program pursuant to the Requirements of Law, including without limitation all information required to be included in the Opt-Out Notices.

4.3 Enrollment Services. The Supplier must supply the following Enrollment Services as provided in this Section 4.3:

4.3.1 Record of Participating Customers. Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers and those Eligible Customers who have opted out of the Program, and shall ensure that no Eligible Customers who have opted out are enrolled in the Program.

4.3.2 Enrollment. Upon completion of the Opt-Out Process and the identification of all Eligible Customers who have opted out of the Program, the Supplier shall, at its sole cost and expense, take all actions necessary to enroll Participating Customers in the Program pursuant to the Requirements of Law.

4.3.3 Term of Enrollment. Participating Customers who do not opt out of the Program shall be enrolled in the Program by the Supplier , and shall remain enrolled in the Program until the end of the Term, unless the Agreement is terminated pursuant to its terms or the Participating Customer withdraws from the Program pursuant to Section 4.3.6 of this Agreement

4.3.4 Direct Access Service Request. The Supplier shall submit a direct access service request to ComEd for each Participating Customer in compliance with the "standard switching" subsection of Rate RDS - Retail Delivery Service, in order to allow Full-Requirements Electricity Supply to commence.

4.3.5 Payment of Switching Fees. The Supplier shall reimburse Participating Customers for any switching fee imposed by the Electric Utility related to the enrollment of a Participating Customer in the Program within 30 days of receiving notice of such switching fee. The Supplier shall not be responsible to pay any switching fees imposed on Participating Customers who switch service from a Retail Electric Supplier. The Opt-Out Notice shall advise Eligible Customers of the possibility of a switching fee for those who receive alternative retail electric service from a Retail Electric Supplier.

4.3.6 Withdrawal by a Participating Customer. For Participating Customers who notify the Supplier after the completion of the Opt-Out Period that the Participating Customer desires to withdraw from the Program ("Withdrawing Customer"), the Supplier must, at the direction of the Participating Customer, drop the Participating Customer from the Supplier's Full-Requirements Electricity Supply on the next available meter read, which will result in restoring the Participating Customer to Tariffed Service. The Supplier may not assess an early termination fee of $___ to Withdrawing Customers. A Withdrawing Customer may provide notice of withdrawal by delivering such notice via first class mail, or through the toll-free number or internet website operated by the Supplier, as described in Section 4.3.7.

4.3.7 Customer Service Inquiries. After completion of the Opt-Out Period, Supplier must maintain and operate a toll-free telephone number and internet website for the purpose of receiving questions, comments and notices of withdrawal from Participating Customers concerning the Full-Requirements Electricity Supply. The Supplier may inform Participating Customers that questions about the delivery and billing of the Full-Requirements Electricity Supply should be directed to ComEd. Supplier must promptly and courteously address customer service inquiries in a manner that meets or exceeds the ICC requirements for the operation of call centers.

4.3.8 Special Billing Customers. Subject to the Requirements of Law and due to the minimal and/or fixed nature of their existing billing rates, the following Eligible Customers shall not be automatically enrolled in the Program, but may subsequently elect to enroll in the Program as New Customers pursuant to Section 4.3.9 of this Agreement:

4.3.8.1. Any Eligible Customer to which the following ComEd delivery classes are applicable:

- Residential Single Family With Electric Space Heat Delivery Class
- Residential Multi Family With Electric Space Heat Delivery Class

4.3.8.2. Any Eligible Customer in the residential customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:

- Rate BESH – Basic Electric Service Hourly Pricing
- Rate RDS – Retail Delivery Service; and

4.3.8.3. Any Eligible Customer in the commercial customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:

- Rate BESH – Basic Electric Service Hourly Pricing
- Rate RDS – Retail Delivery Service. (collectively, the "Special Billing Customers").

4.3.9 New Customers. After the commencement of the Program and the enrollment of Participating Customers, the Supplier shall, at the request of a New Customer, as defined in this Section 4.3.9, immediately enroll the following customers in the Program at no expense and provide Full-Requirements Electricity Supply to those customers at the Price:

4.3.9.1.Any Participating Customer within the Municipality that moves to a new location within the Municipality;

4.3.9.2.Any Eligible Customer that moves into a new or existing location within the Municipality;

4.3.9.3 Any Eligible Customer that previously opted out of the Program during the Opt-Out Period; and

4.3.9.4 Any Eligible Customer that was inadvertently omitted from the list of Participating Customers and not enrolled in the Program. (collectively, the "New Customers").

4.4 Billing Services. The Supplier must supply the following Billing Services as provided in this Section 4.4:

4.4.1 Billing Generally. Supplier shall confirm that billing to Eligible Customers will be provided by ComEd under a consolidated billing format pursuant to "Rider PORCB – Purchase of Receivables and Consolidated Billing," and pursuant to the Requirements of Law. The Municipality acknowledges and agrees that ComEd will bill Participating Customers for the Price of the Full-Requirements Electricity Supply as part of its billing for the distribution of such supply, and that the Supplier shall not be responsible for billing Participating Customers. Notwithstanding whether Supplier delivers the Full-Requirements

Electricity Supply to the Point of Delivery, the Participating Customers shall be billed based on the amount of electricity consumed measured at the Customer's meter.

4.4.2 Customer Classes. Eligible Customers shall be categorized within either the residential or commercial customer classes according to the applicable rates under which they received electricity supply from ComEd prior to participating in the Program.

4.4.2.1 Residential Customer Class. The residential customer class shall include Participating Customers taking service from ComEd under the following rates:

- Residential Single Family Without Electric Space Heat Delivery Class
- Residential Multi Family Without Electric Space Heat Delivery Class

4.4.2.2 Commercial Customer Class. The commercial customer class shall include those Participating Customers taking service from ComEd under the following rates:

- 15,000 kWh's or less Delivery Class

4.5 Compliance Services. The Supplier shall assist the Municipality in complying with any current or future Requirements of Law concerning the operation of the Program, including without limitation the provision of reports or other information as the Municipality may reasonably request from time to time.

4.6 Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers in the Program. Supplier will update this list as new customers are added and deleted. Supplier will make this list available to the Municipality at any time the Municipality requests the list. Additionally, within 120 days of the end of this agreement, Supplier will make the Program's load data by rate class available to the Municipality. Load data shall include:

- Historical Usage Data
- Capacity Peak Load Contribution (PLC) values and effective start and end dates.
- Network Service Peak Load Contribution (PLC) values and effective start and end dates.
- Meter Bill Group Number.
- Rate Code.

## ARTICLE 5
## TERM

5.1 Term. This Agreement commences as of the Effective Date and is for a term of _____ (__) consecutive monthly billing periods starting from the initial meter read date designated by the Municipality in consultation with the Supplier in _____ 2012, and expires at the end of the last day of the __th billing cycle for the Participating Customer(s) with the latest billing cycle (the "Term"). The Municipality and the Supplier may extend the Term for additional periods of time up to 3 years for each extension, by written agreement approved and executed by each Party (each an "Extended Term"). Nothing in this Article 5 related to the Term or the possibility of agreement to an Extended Term may be construed or applied in any manner to create any expectation that any right or authority

related to this Agreement granted by the Municipality to the Supplier will continue beyond the Term or an approved Extended Term. Notwithstanding the provisions of this Section 5.1, the Term of this Agreement shall remain subject to the provisions of Section 4.1.3 of this Agreement.

5.2 In the event this agreement is not renewed or terminated for any reason, including expiration according to its terms, the Municipality may choose another RES or Retail Electric Supplier and Supplier shall allow all Participating Customers to be switched to the selected RES, or all Participating Customers shall be switched by the Supplier to service with ComEd in accordance with the standard switching rules and applicable notices or as otherwise required by any applicable law or regulation, in all cases without the application of any switching fees imposed by the Supplier.

## ARTICLE 6
## REMEDIES AND TERMINATION

6.1 Municipality's General Remedies. In addition to every other right or remedy provided to the Municipality under this Agreement, if the Supplier fails to comply with any of the provisions of this Agreement (for reason other than a Force Majeure Event pursuant to Section 7.1 of this Agreement or a Regulatory Event pursuant to Section 7.2 of this Agreement, then the Municipality may give notice to the Supplier specifying that failure. The Supplier will have 15 calendar days after the date of that notice to take all necessary steps to comply fully with this Agreement, unless (a) this Agreement specifically provides for a shorter cure period or (b) an imminent threat to the public health, safety, or welfare arises that requires a shorter cure period, in which case the notice must specify the cure period, or (c) compliance cannot reasonably be achieved within 15 calendar days but the Supplier promptly commences a cure and diligently pursues the cure to completion. If the Supplier fails to comply within that 15-day period, or the shorter period if an imminent threat, or if the Supplier fails to promptly commence a cure and diligently pursue the cure to completion, then the Municipality, subject to the limits of applicable federal or State of Illinois law, may take any one or more of the following actions, each of which may be exercised cumulatively:

6.1.1 Seek specific performance of any provision of this Agreement or seek other equitable relief, and institute a lawsuit against the Supplier for those purposes.

6.1.2 Institute a lawsuit against the Supplier for breach of this Agreement and, except as provided in Section 6.3 of this Agreement, seek remedies and damages as the court may award.

6.1.3 In the case of noncompliance with a material provision of this Agreement, declare this Agreement to be terminated in accordance with the following:

6.1.3.1The Municipality will give written notice to the Supplier of the Municipality's intent to terminate this Agreement ("Termination Notice"). The notice will set forth with specificity the nature of the noncompliance. The Municipality may provide the Termination Notice contemporaneously with the 15-day notice of default described in Section 6.1. The Supplier will have 10 calendar days after receipt of the notice to object in writing to termination, to state its reasons for that objection, and to propose a remedy for the circumstances. If the Municipality has not received a response from the Supplier, or if the Municipality does not agree with the Supplier's response or any remedy proposed by the Supplier, then the Municipality will conduct a hearing on the

proposed termination. The Municipality will serve notice of that hearing on the Supplier at least 10 business days prior to the hearing, specifying the time and place of the hearing and stating the Municipality's intent to terminate this Agreement.

6.1.3.2 At the hearing, the Supplier will have the opportunity to state its position on the matter, present evidence, and question witnesses. Thereafter, the Municipality will determine whether or not this Agreement will be terminated. The hearing must be public and held on record.

6.1.3.3 The decision of the Municipality must be in writing and delivered to the Supplier by certified mail.

If the rights and privileges granted to the Supplier under this Agreement are terminated, then the Supplier, within 14 calendar days after the Municipality's demand, must reimburse the Municipality for all costs and expenses incurred by the Municipality, including, without limitation, reasonable attorneys' fees, in connection with the conduct of the hearing, that termination of rights or with any other enforcement action undertaken by the Municipality.

6.2 Actions on Termination or Expiration of this Agreement. This Agreement shall terminate upon the expiration of the Term or an Extended Term, as applicable (with the understanding that the expiration of service for any particular Participating Customer will be tied to that customer's billing cycle), or the Municipality's termination of the Agreement pursuant to Section 6.1 or 4.1.3. Upon termination as a result of expiration of the Term (absent agreement upon an Extended Term), or upon termination as a result of expiration of an Extended Term, as applicable, Supplier shall return Participating Customers to Tariffed Service upon expiration of the Term or Extended Term, as applicable, on the first available meter read. In the event of the Municipality's termination of the Agreement prior to the end of the Term or Extended Term pursuant to Section 6.1.c, as applicable, Supplier shall return Participating Customers to Tariffed Service on the second available meter read in order to provide the opportunity for Participating Customers to identify alternate sources of electrical supply prior to returning to Tariffed Service. Participating Customers shall not be liable for, and Supplier shall indemnify the Participating Customers from, any termination or switching fee as a result of such termination or expiration in accordance with the preceding sentences of this Section 6.2. Supplier shall not be responsible to any Participating Customer for any damages or penalties resulting from the return to Tariffed Service, including claims relating to the Tariffed Service price being higher than the Price herein.

6.3 Limitation of Liability. Except for the Supplier's failure to provide Full-Requirements Electricity Supply to Participating Customers or the disclosure of Customer Information in violation of the Requirements of Law, or as otherwise specifically provided herein, in no event will either Party be liable to the other Party under this Agreement for incidental, indirect, special, or consequential damages connected with or resulting from performance or non-performance of this Agreement, irrespective of whether such claims are based upon breach of warranty, tort (including negligence of any degree), strict liability, contract, operation of law or otherwise.

## ARTICLE 7
## FORCE MAJEURE EVENTS AND REGULATORY EVENTS

7.1 Force Majeure Events. Neither Party shall not be held in default under, or in noncompliance with, the provisions of the Agreement, 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 a "Force Majeure Event," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, or other event that is reasonably beyond such Party's ability to anticipate or control. Performance under this Agreement may be suspended due to a Force Majeure Event until such time as the Force Majeure Event has ceased. The Party suffering the Force Majeure Event shall give prompt written notice of the onset and abatement of the Force Majeure Event to the other Party. A Force Majeure may not be declared for economic inconvenience.

7.2 Regulatory Event. The following shall constitute a "Regulatory Event":

a. Illegality. It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of, or change in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction.

b. Adverse Government Action. A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure Event. For the purpose of this paragraph, government or judicial actions affecting a Party which shall be considered a Regulatory Event must affect, in the case of Supplier, all other Retail Electric Suppliers serving aggregation programs in a like manner, and in the case of the City/Village, all other similarly situated market participants in a like manner.

c. New Charges. Any material increase in generation, energy, or utility taxes enacted by a legislative body and effective after the Effective Date of this Agreement. The imposition or increase of such taxes after the Effective Date of this Agreement shall not be passed through to the Participating Customer as an increase in Price, but would only constitute a Regulatory Event if the imposition of the tax materially and adversely affects Supplier's ability to perform.

d. Occurrence of Regulatory Event. **Within ten (10) days of** the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties shall enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to this Agreement, within thirty (30) days or such other period as the Parties may agree in

writing, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate and close out its obligations under this Agreement in the manner described in Section 6.2.

## ARTICLE 8
## INDEMNIFICATION AND INSURANCE

8.1 Indemnification. The Supplier shall indemnify and hold harmless the Municipality, its officers, employees, agents, and attorneys, from and against any third party injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising from the Supplier's performance or default under this Agreement, except to the extent caused by the acts or omissions of the Municipality for which it can be held liable under the laws of the State of Illinois. 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 Municipality shall give the Supplier timely written notice of its obligation to indemnify and defend the Municipality after the Municipality'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 unreasonable prejudice to the respective positions of the Supplier and/or the Municipality. Nothing herein shall be construed to limit the Supplier's duty to indemnify the Municipality by reference to the limits of insurance coverage described in this Agreement.

8.2 Insurance. Contemporaneous with the Supplier's execution of this Agreement, the Supplier shall provide certificates of insurance, all with coverages and limits as set forth in Exhibit D to this Agreement. For good cause shown, the Municipality Manager, Municipality Administrator, or his or her designee may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Municipality Manager, Municipality Administrator, or his or her designee may impose in the exercise of his sole discretion. The Supplier agrees that the insurance requirements contained in this Agreement are non-waivable and shall remain binding obligations on the Supplier notwithstanding any failure of the Municipality to enforce its rights hereunder. Such certificates and policies shall be in a form acceptable to the Municipality and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Municipality. The Supplier shall, at all times during the term of this Agreement, maintain and keep in force, at the Supplier's expense, the insurance coverages provided above.

## ARTICLE 9
## CONFIDENTIAL INFORMATION

9.1 Confidential and Proprietary Information. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature. The Parties agree that any information disclosed by a Party and designated as proprietary and confidential shall only be disclosed to those officials, employees, representatives, and agents of the other Party that have a need to know in order to administer and enforce this Agreement. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to a Party's corporate structure and affiliates, marketing plans, financial information unrelated to the calculation of the Price or rates pursuant to the

Requirements of Law, or other information that is reasonably determined by a Party to be competitively sensitive. A Party may make proprietary or confidential information available for inspection but not copying or removal by the other Party's representatives. Compliance by the Municipality with the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. ("Illinois FOIA"), including compliance with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois FOIA, or with a decision or order of a court with jurisdiction over the Municipality, shall not be a violation of this Section. Municipality shall have no duty to litigate or defend any administrative or judicial action against it under the Illinois FOIA.

9.2 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Supplier's confidential information, will be and remain the sole property of the Municipality. The Supplier must promptly deliver all Data to the Municipality at the Municipality's request. The Supplier is responsible for the care and protection of the Data until that delivery. The Supplier may retain one copy of the Data for the Supplier's records subject to the Supplier's continued compliance with the provisions of this Agreement.

9.3 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH, the ICC Order in Case No. 11-0434 issued April 4, 2012, and the provisions of ComEd's Tariff Rate GAP. To the extent required by ComEd and permitted by law, the Municipality shall warrant to ComEd that customer-specific information provided to the Municipality in accordance with the provisions of ComEd's Tariff Rate GAP shall be treated as confidential. To protect the confidentiality of Customer Information:

9.3.1 Supplier access to Customer Information is limited those authorized representatives of Supplier, or any third party, who have a need to know the information for purposes of this Agreement.

9.3.2 Supplier warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the Program.

9.3.3 Supplier and Municipality acknowledge that Customer Information remains the property of the Municipality and that material breaches of confidentiality will prohibit Supplier from placing any new bids to the Municipality's subsequent Request(s) for Qualifications for a period of one year after termination of this Agreement.

9.3.4 Supplier warrants that it will delete and/or destroy the Customer Information described in Items 18 through 23 of the Company Obligations Section of ComEd's Tariff Rate GAP, and provided by Municipality, within 60 days after ComEd provides the information to Municipality. Municipality will offer its assistance to ensure that Supplier meets these requirements and deadlines.

9.4 Proprietary Rights, Survival. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information. The obligations under this Article Nine shall survive the conclusion or termination of this Agreement for two (2) years.

## ARTICLE 10
## MISCELLANEOUS

10.1 Notices. Any notices, requests or demands regarding the services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next Business Day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

| To Municipality | To Supplier |
| --- | --- |
| | |
| With a copy to: | With a copy to: |

10.2 Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the date of this Agreement, that:

a. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
b. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
c. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; and
d. It has reviewed and understands this Agreement; and
e. It, to the extent applicable, shall comply with all the Requirements of Law.

10.3 Supplier agrees that all information presented in its Response to Qualifications for Municipal Aggregated Electricity Supply For Member Communities of the Northern Illinois Municipal Electric Collaborate, dated _____, are accurate and there have been no material changes to that information. Any exceptions are noted on attached exhibit and made part of this agreement.

10.4 Entire Agreement. This Agreement and the response to qualifications referenced in 10.3, including all Attachments hereto, contains all of the terms and conditions of this Agreement reached by the Parties, and supersedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by both Parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

10.5 Exhibits. Exhibits A through F attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.

10.6 Waivers. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

10.7 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois without regard for the conflicts of law provisions thereof.

10.8 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Exhibits hereto, the provisions of the Agreement shall control.

10.9 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

10.10 Venue. Except as to any matter within the jurisdiction of the ICC, 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 where the Municipality is located. 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, Eastern Division.

10.11 No Third-Party Beneficiaries. Nothing in this 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 Agreement.

10.12 No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that the Municipality may have under Federal or state law unless such waiver is expressly stated herein.

10.13 Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.14 Authority to Sign Agreement. Each Party warrants to the other Party that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of each Party warrants to the other Party that he/she is authorized to execute this Agreement in the name of the Party for which he/she is signing.

10.15 Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Municipality and the Supplier and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.

10.16 Non-Assignability. This Agreement shall not be transferred or assigned by the Supplier without the express written authorization of the Municipality.

10.17 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

| | |
|---|---|
| Supplier:_____ | Municipality:_____ |
| Signed:_____ | Signed:_____ |
| Printed/Typed Name: _____ | Printed/Typed Name:_____ |
| Title:_____ | Title:_____ |
| Date:_____ | Date:_____ |
| Attest: | Attest: |
| _____ | _____ |

EXHIBIT A

BID PACKAGE

EXHIBIT B

BID RESPONSE

EXHIBIT C:

PRICE

**Opt-Out Program:**

**Residential Customer Class**

Price: ____¢ per KWh

**Commercial Customer Class**

Price: ____¢ per KWh

The above pricing includes ____% renewable power

**Opt-In Program:**

**Residential Customer Class**

Price: ____¢ per KWh – 100% Renewable

**Commercial Customer Class**

Price: ____¢ per KWh – 100% Renewable

**Term: ____ months**

**Supplier will ____ / will not ____make a civic contribution annually at the rate of $0.001 per KWh for all usage consumed and paid for by participants of the _____ Aggregation Program.**

**Termination Fees:**

**Residential - _____**

**Commercial - _____**

# EXHIBIT D

## INSURANCE COVERAGES

A Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

$500,000 injury-per occurrence

$500,000 disease-per employee

$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than $1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

C. Comprehensive General Liability

a. with coverage written on an "occurrence" basis with limits no less than: $1,000,000

Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on an "occurrence" bases.

Coverages shall include:

Broad Form Property Damage Endorsement

Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

b. with coverage written on a "claims made" basis with limits no less than: $1,000,000

Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on an "claims made" bases.

Coverages shall include:

Broad Form Property Damage Endorsement

Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Professional Liability Insurance. With a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

F. Owner as Additional Insured. Owner shall be named as a primary, non-contributory Additional Insured on all liability policies required hereunder except for:

Worker's Compensation

Professional Liability

Each such additional Insured endorsement shall identify Owner as follows: Village of , including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

G. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:

Additional Insured Policy or Policies

# RESOLUTION

## GLEN ELLYN ENVIRONMENTAL
## RESOLUTION ON MUNICIPAL AGGREGATION

**WHEREAS**, the overwhelming credible evidence shows that man is causing significant global warming;

**WHEREAS**, the use of coal is one of the most significant causes of global warming;

**WHEREAS**, global warming affects the world, our country and our community;

**WHEREAS**, the 68% of the residents of the Village of Glen Ellyn voted for municipal aggregation;

**WHEREAS**, the historical base price per household of green-produced energy versus brown-produced energy is $0.0508 per kWh versus $0.0500 per kWh or, in other words, an additional annual cost of $8.16 per household;

**WHEREAS**, the Village's consultant, Northern Illinois Municipal Electric Collaborative (NIMEC) estimates that per household, the annual cost of green-produced energy will be only $10.00 to $12.00 more than brown-produced energy; and

**WHEREAS**, regardless of whether the Village purchases brown-produced energy versus green-produced energy, the per household savings expected from municipal aggregation will be very significant[1];

*The Glen Ellyn Environmental Commission recommends that the Village of Glen Ellyn contract to purchase on behalf of its residents 100% green-produced energy.*

Leonore M. Neary, Chairman

Adam S. Kreuzer, Chairman of Energy Subcommittee

[1]Footnote; attached to this Resolution are the following;

1. NIMEC's November 6, 2012 Email with attachments;
2. National Geographic; What's Up with the Weather, September, 2012;
3. Businessweek; It's Global Warming, Stupid, November 1, 2012;
4. US News & Report; World Bank Warns Climate Change Could Devastate Global Economy, November 18, 2012;
5. Science Daily; Future Warming Likely to Be on High Side of Climate Projections, November 8, 2012; and
6. Scientific American; World Meteorological Organization Discloses that Greenhouse Gas Volumes Reached New High in 2011, November 20, 2012.

**Adam S. Kreuzer**

---

**From:** Sharon Durling [sdurling@nimec.net]
**Sent:** Tuesday, November 06, 2012 12:32 AM
**To:** Adam Kreuzer
**Cc:** Glen Ellyn: Kristin Schrader
**Subject:** Renewable Energy Certificates
**Attachments:** image001.jpg; ATT00034.htm; RenewableEnergyQs.docx; ATT00037.htm; What Is A REC.docx; ATT00040.htm

Hello Mr. Kreuzer,

Per our conversation last week, I am attaching info re: RECs in the PJM electric grid that serves Northern Illinois. In addition to the attached, I can tell you that earlier this year, RECs were remarkably and relatively, inexpensive. I expect the market may be relatively shallow, such that, should the City of Chicago purchase a significant number of RECs in an aggregation program, perhaps that could put upward pressure on pricing. But as we continued through aggregation programs for 1.5 million Illinois residents, we saw no impact on REC prices as more and more villages contracted to purchase them in amounts well above the minimum seven percent currently required by law.

Earlier in 2012, REC prices were typically priced at a premium to "brown"-produced energy at $0.0008 per kWh, for 100 percent representation of electricity usage. That is, should you receive a base price of $0.0500 (or five cents) per kWh, the cost to add up to 100 percent coverage of green energy would then be $0.0508. For the average single-family household in the State of Illinois, this would be an additional annual cost of $8.16. We do not have load usage data for Glen Ellyn, but I presume it is higher than the average IL household usage -- thus the cost per household might be presumed to approach $10 to $12 for the average Glen Ellyn home.

A breakdown of standard REC pricing levels earlier in 2012: Cost of RECs to represent 25% of electric usage: $0.0002 /kWh; 50 percent: $0.0004 /kWh.

I hope this helps.

Kind regards,
Sharon Durling

---

NIMEC: Northern Illinois Municipal Electric Collaborative
847-607-1804

# Renewable and Conventional Sources of Electric Energy in Illinois

Renewable Energy Certificates (RECs) are tradable certificates that represent the non-tangible attributes of energy derived from a renewable resource. When purchasing a REC, the consumer purchases a claim to ownership of the rights of the positive (environmental, social, other "good") attributes making up the REC. The certificate is independently verified and audited and can only be used one time. One REC represents the actual generation of one megawatt hour of electricity.

Once electrons enter the grid that serves the eastern portion of the United States, it is impossible to differentiate how it was derived, or exactly what customer it ultimately serves. Akin to a drop of water entering a river, electrons flow into the grid and thereafter cannot be differentiated from electrons generated by different sources that have joined the grid, which serves millions of customers across multiple states.

Because they cannot be separated, when electricity is created from "green" or renewable resources such as hydro, wind or solar, an associated REC is created to *represent* the goodness of quality of that particular "green"-generated electricity. That renewable, non-tangible quality is stripped from the actual, tangible electricity generated. Each REC is certified, numbered and sold separately—one portion as conventional power regardless of its origin, and the portion that is the REC. For these purposes, conventional energy might be described as that derived from non-renewable sources such as coal, natural gas or nuclear. It is sometimes referred to as "brown" energy versus "green" energy.

Illinois electric consumers are served by a massive transmission system spanning 13 states across the East, South and Midwest. When electricity is consumed, it is not distinguishable as to its origination. Thus customers who wish to support renewable energy sources will pay a premium in additional to their base conventionally-sourced electricity by purchasing RECs representing the positive attributes of "green"-generated energy. They are financially subsidizing renewable power sources.

The term "brown" energy is used to describe energy produced from polluting sources; "green" energy describes that derived from non-polluting sources.

Q: What is a renewable energy source?
A: Renewable energy comes from sources that are naturally replenished such as from the sun, hydro-powered dams, wind, biomass (plant material) and geothermal (earth heat).

Q: What are conventional (non-renewable) sources of electricity?
A: Coal, nuclear and natural gas.

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**Q: What renewable energy is generated in Illinois?**
A: By a significant margin, wind is the primary source of renewable (sometimes referred to as "green") energy in Illinois, followed by hydro, solar and methane gas from landfills.

**Q: If I purchase 100 percent green energy, will my home be powered by electricity derived from windmills, hydro or solar sources?**
A: No, not directly. The PJM (Pennsylvania New Jersey, Maryland) Interconnection that serves electric consumers in Illinois does not route power from a specific source to a specific end user—that is, to a particular home, business or municipality.

**Q: How can I buy renewable power?**
A: Electric consumers wanting to purchase a representation of renewable power must pay a premium to the price of conventional (sometimes referred to as "brown" power) by purchasing a REC. That premium payment subsidizes companies that generate renewable power.

The Illinois Power Agency Act instituted a Renewable Portfolio Standard (RPS), which requires 25 percent of Illinois electricity to be derived from renewable technologies by year 2025. For 2012, the RPS target is seven percent; for 2013, the target is eight percent. It will increase incrementally to the year 2025.

Illinois residents (and businesses) may purchase their electric supply at rates set by the Illinois Power Agency. Because of deregulation of the electric market in Illinois, they are free to switch to purchase electricity from an Alternative Retail Electric Supplier (ARES), which, at this point in time, are able to offer significantly lower rates as falling electricity prices are bringing advantages to the newly competitive market. All ARES must comply with the Renewable Portfolio Standards. They may do so by purchasing bundled power, purchasing RECs or making Alternative Compliance Payments that support renewable energy sources.

Electricity supply companies in Illinois are required to label the sources of their power.

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# What is a Renewable Energy Certificate (REC)?

The United States Environmental Protection Agency defines Renewable Energy Certificates, or "RECs" as an entity that represents property rights to the environmental, social, and other non-power qualities of renewable electricity generation. A REC—and its associated attributes—represents the property rights to the environmental social and other "good" non-power qualities of renewable electricity generation and is sold separately from the actual underlying electricity produced by the renewable resource. Some renewable resources are solar, wind, hydro and methane gas.

RECs may be the best representation of renewable electricity sources one can access when not directly connected to a renewable source of electricity. Advantages: provide flexibility in procuring green power across a vast geographic area where renewable power products may not be directly available.

Electric consumers in northern Illinois are served by the PJM electric interconnection that covers a massive portion of the eastern United States, stretching across Pennsylvania, New Jersey, Maryland and Ohio, to a small portion of Indiana and northern Illinois. Renewable energy generators serve the grid along with electricity produced by coal, nuclear and natural gas. Once in the grid, the actual electrons cannot be differentiated as to origin or destination, thus the positive non-power qualities of energy generated by renewable resources are stripped and sold separately from the actual electricity – in the form of RECs.

One REC represents the production of one-megawatt hour (1,000 kWh) of electricity placed on the grid. They are "Green-e" verified with a specific certificate number and may only be used once to ensure they are not double-sold and the REC claims are accurate. See www.green-e.org.

From the United States EPA: "As renewable generators produce electricity, they have a positive impact, reducing the need for fossil fuel-based generation sources to meet consumer demand. RECs embody these positive environmental impacts and convey these benefits to the REC owner."

The following are inherent primary and derived attributes that a REC can convey to an owner:[1]

| ***Primary REC attributes*** | ***Secondary REC attributes*** |
|---|---|
| • Renewable fuel source<br>• Emissions of the renewable generation<br>• Geographic location of the generator<br>• Vintage of the generator | • Avoided emissions<br>• Price stability |

[1] Sourced from http://www.epa.gov/greenpower/gpmarket/rec.htm

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| | |
|---|---|
| • Eligibility for certification or RPS | |

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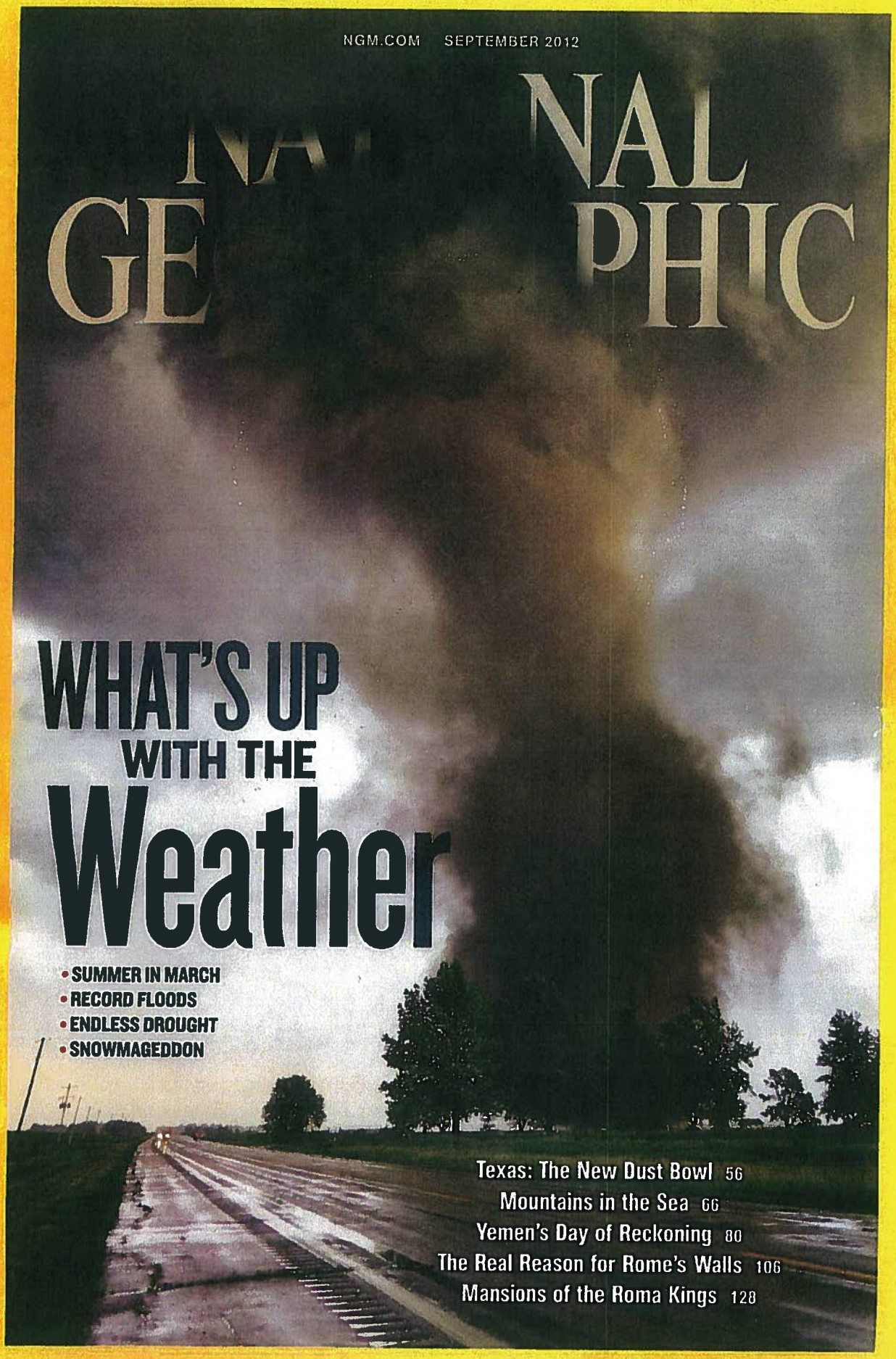
WATCH "THE INCREDIBLE DR. POL" SATURDAYS AT 10 P.M. E/P ON NAT GEO WILD

NGM.COM SEPTEMBER 2012

# NATIONAL GEOGRAPHIC



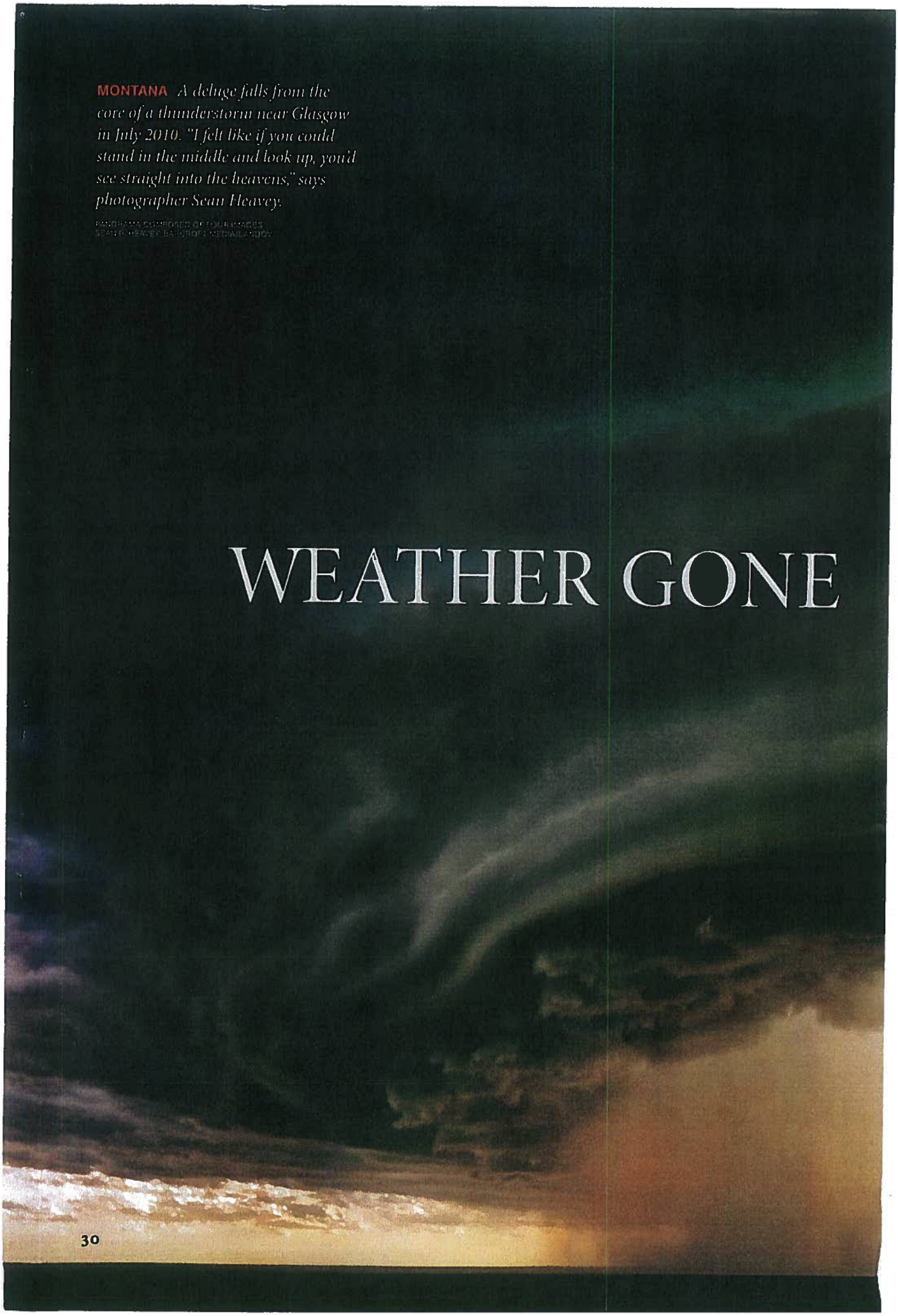
# WHAT'S UP WITH THE Weather

- SUMMER IN MARCH
- RECORD FLOODS
- ENDLESS DROUGHT
- SNOWMAGEDDON

Texas: The New Dust Bowl 56
Mountains in the Sea 66
Yemen's Day of Reckoning 80
The Real Reason for Rome's Walls 106
Mansions of the Roma Kings 128

NATIONAL GEOGRAPHIC SEPTEMBER 2012

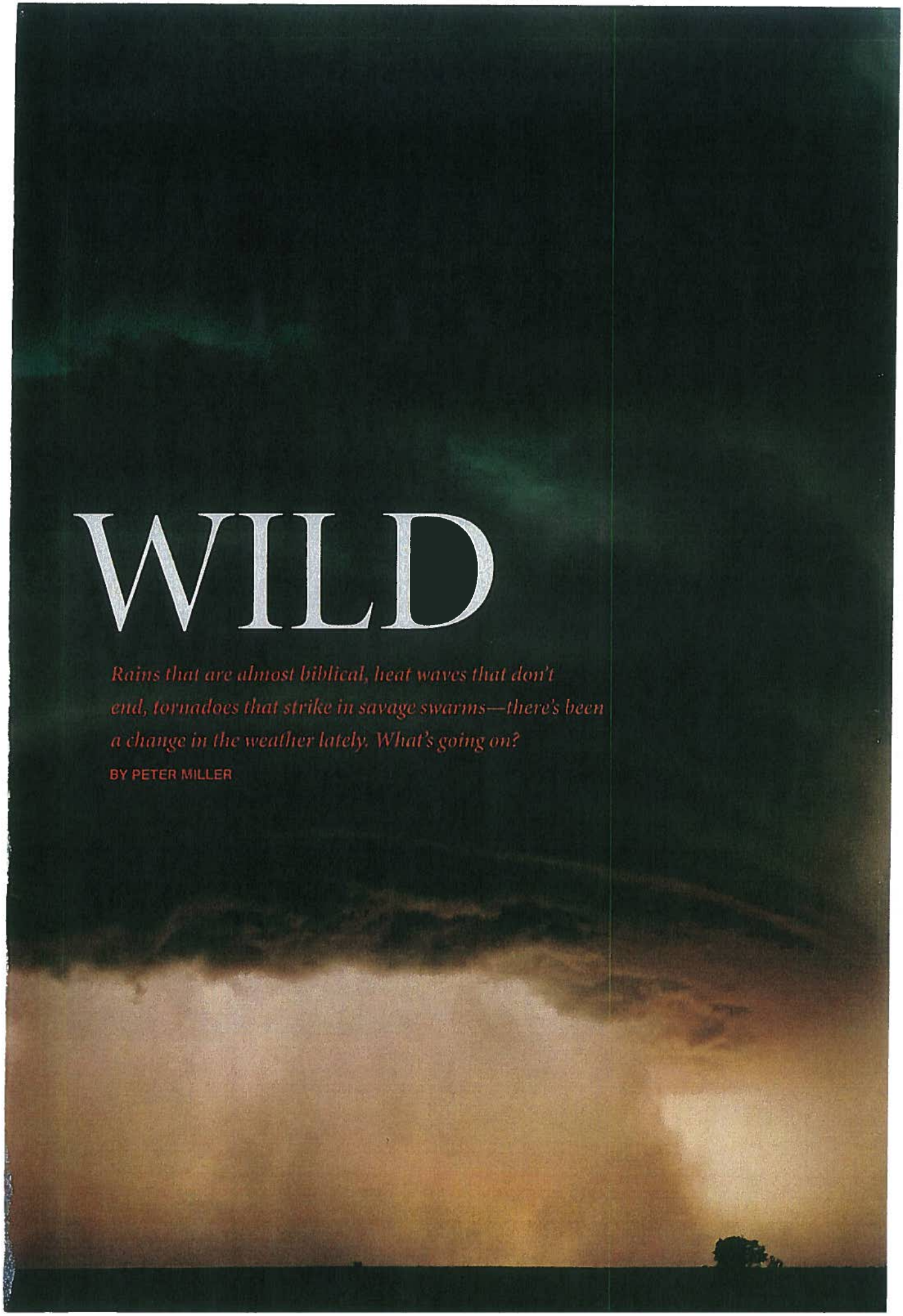
OCEANS • EXTREME WEATHER • TEXAS DROUGHT • SEAMOUNTS • YEMEN • ROMAN WALLS • ROMA KINGS



**MONTANA** *A deluge falls from the core of a thunderstorm near Glasgow in July 2010. "I felt like if you could stand in the middle and look up, you'd see straight into the heavens," says photographer Sean Heavey.*

PANORAMA COMPOSED OF FOUR IMAGES
SEAN D. HEAVEY, BARCROFT MEDIA/LANDOV

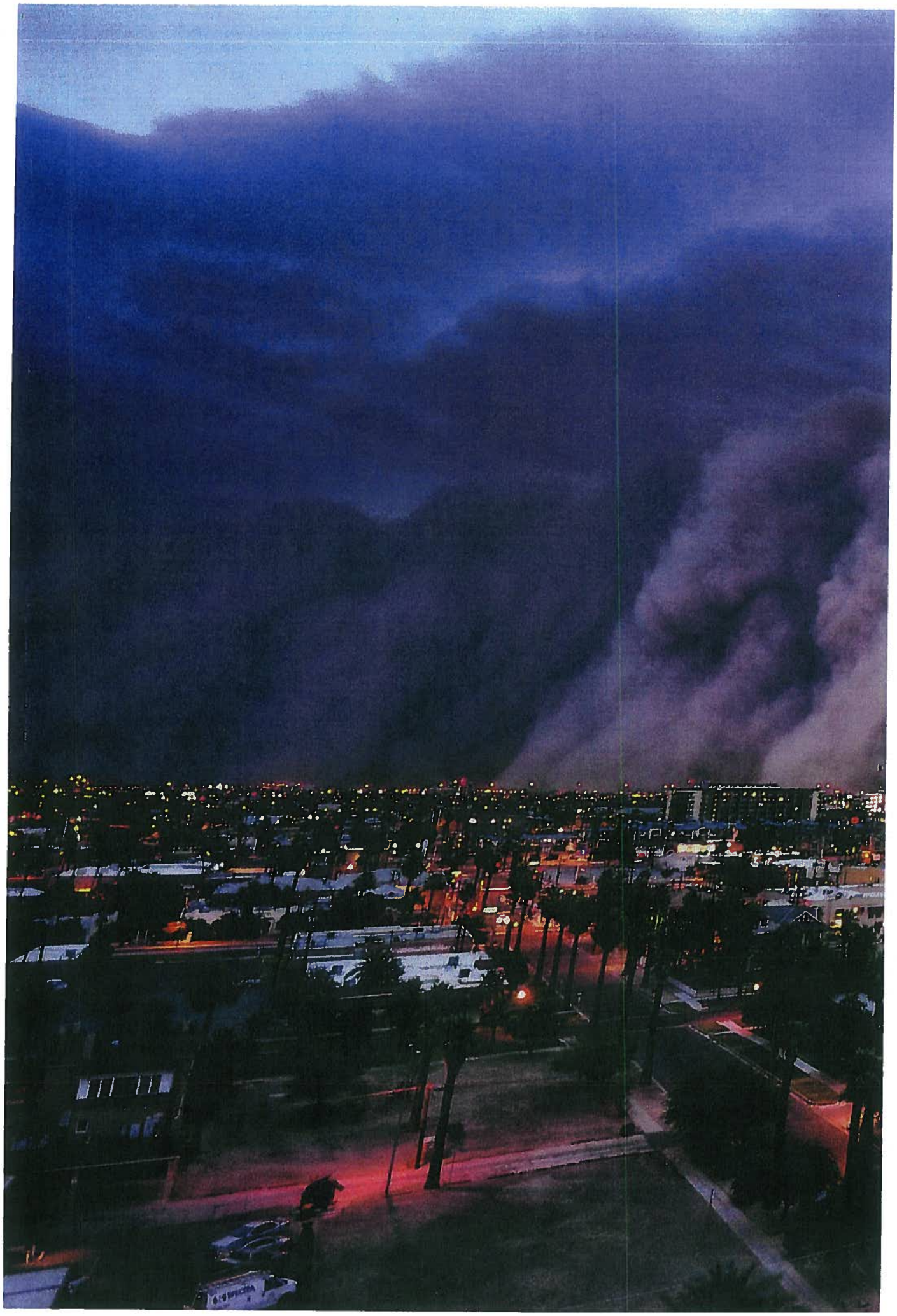
# WEATHER GONE

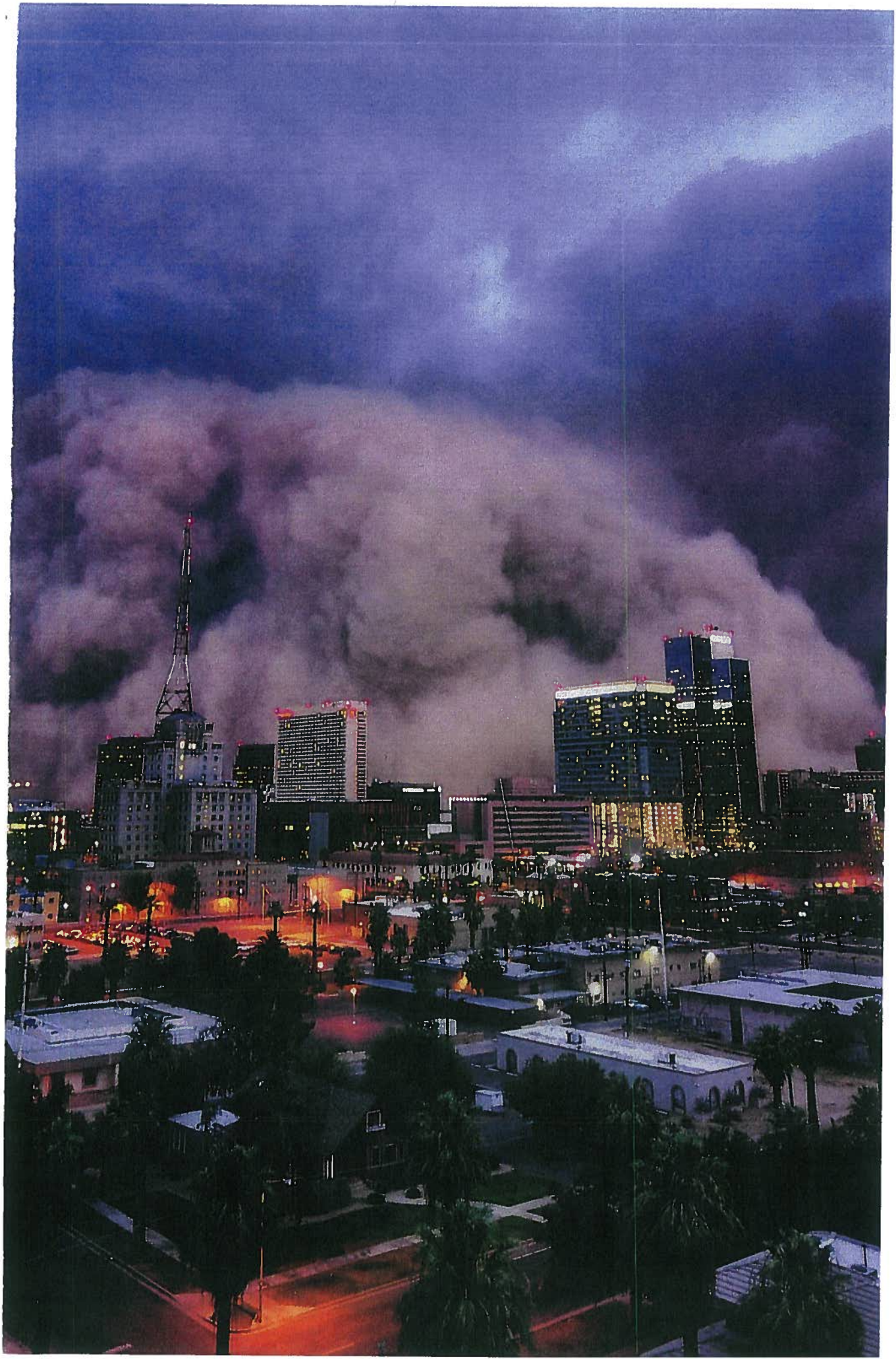


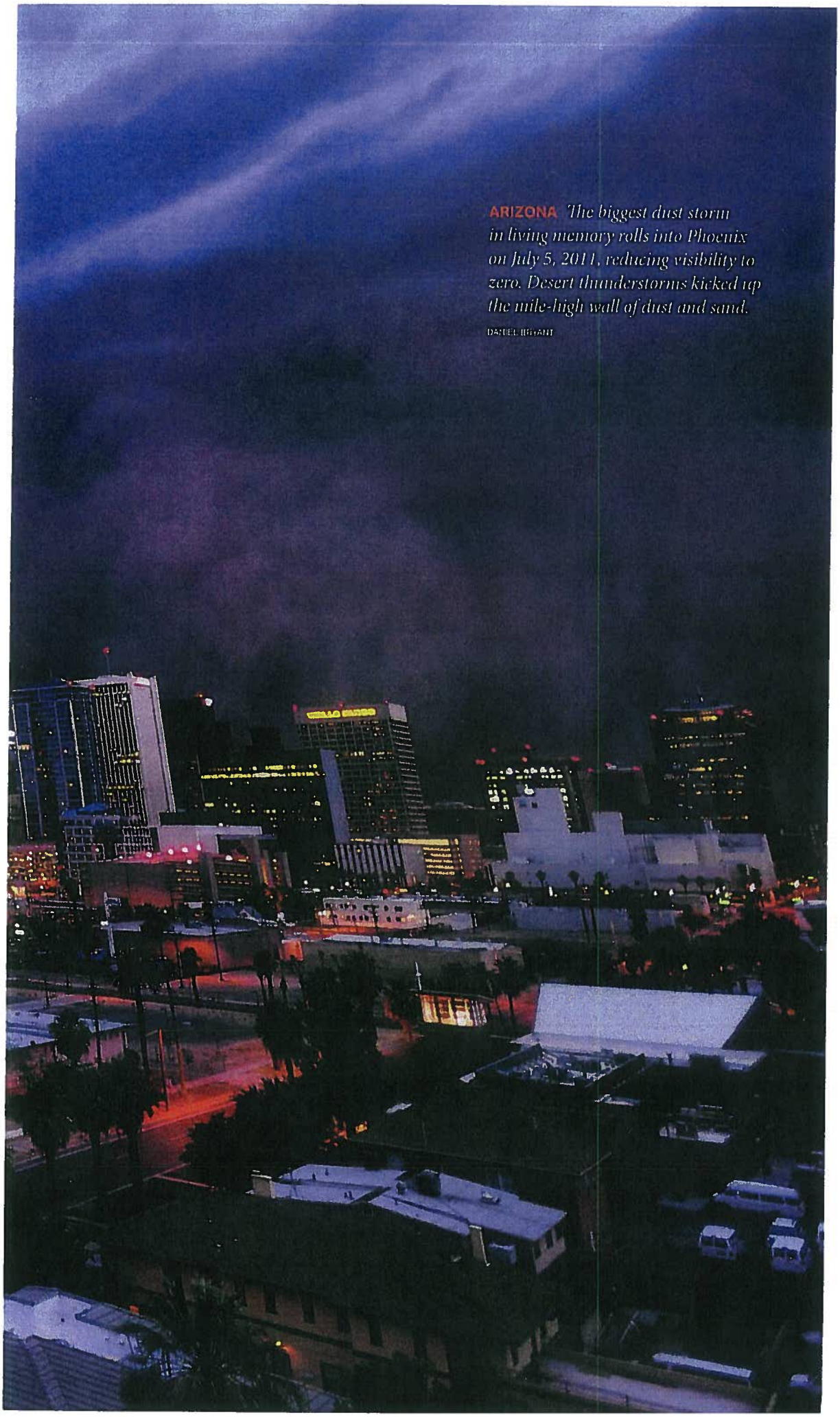
# WILD

*Rains that are almost biblical, heat waves that don't end, tornadoes that strike in savage swarms—there's been a change in the weather lately. What's going on?*

BY PETER MILLER

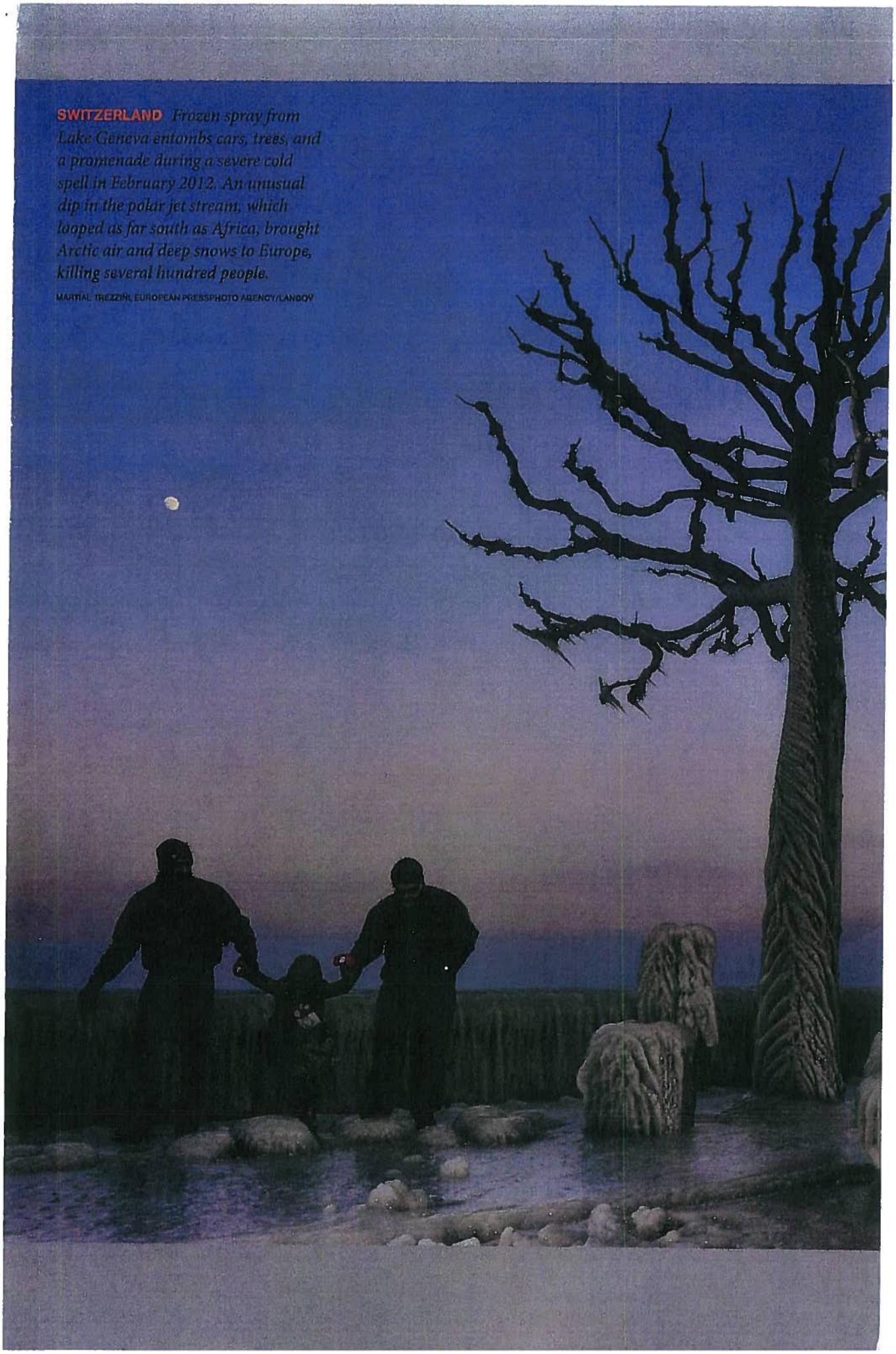






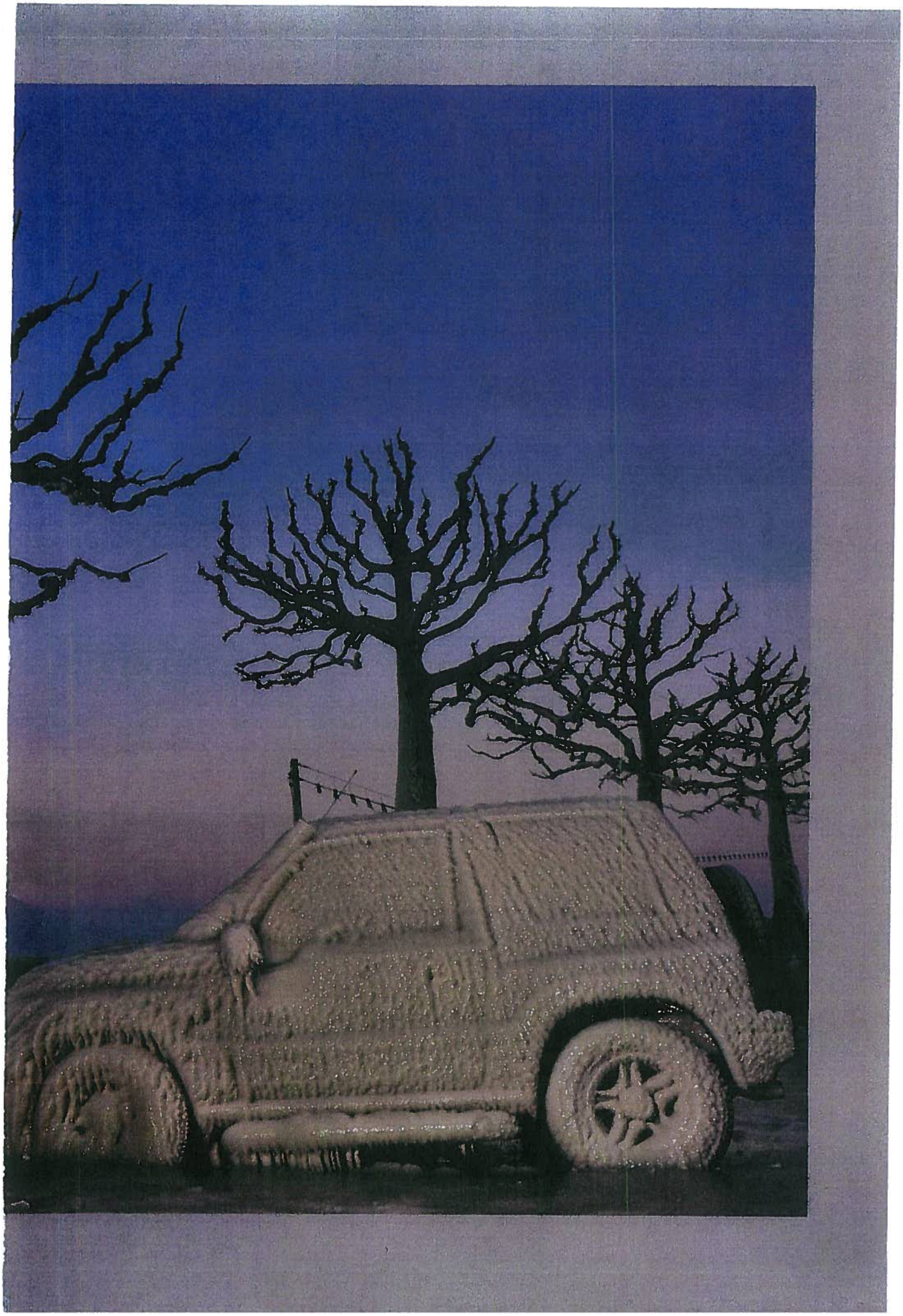
**ARIZONA** *The biggest dust storm in living memory rolls into Phoenix on July 5, 2011, reducing visibility to zero. Desert thunderstorms kicked up the mile-high wall of dust and sand.*

DANIEL BERGANT



**SWITZERLAND** *Frozen spray from Lake Geneva entombs cars, trees, and a promenade during a severe cold spell in February 2012. An unusual dip in the polar jet stream, which looped as far south as Africa, brought Arctic air and deep snows to Europe, killing several hundred people.*

MARTIAL TREZZINI, EUROPEAN PRESSPHOTO AGENCY/LANDOV



**TEXAS** *A flaming fence post marks the trail of a forest fire near Bastrop on September 5, 2011, during a record drought and heat wave. The fire, which destroyed 1,685 houses, may have been sparked by dead pine trees falling onto power lines.*

LARRY W. SMITH, EUROPEAN PRESSPHOTO AGENCY/LANDOV

## THE WEEKEND FORECAST FOR NASHVILLE, TENNESSEE, CALLED FOR TWO TO FOUR INCHES OF RAIN.

But by the afternoon of Saturday, May 1, 2010, parts of the city had seen more than six inches, and the rain was still coming down in sheets.

Mayor Karl Dean was in the city's Emergency Communications Center monitoring the first reports of flash flooding when something on a TV screen caught his eye. It was a live shot of cars and trucks on Interstate 24 being swamped by a tributary of the Cumberland River southeast of the city. Floating past them in the slow lane was a 40-foot-long portable building from the Lighthouse Christian School.

"We've got a building running into cars," the TV anchorman was saying.

Dean had been in the "war room" for hours. But when he saw the

**TENNESSEE** *Jamey Howell and Andrea Silvia had just heard that church was canceled when the flood submerged their Jeep near Nashville on May 2, 2010. The teenagers clung to the roof rack for more than an hour and then—as their parents watched helplessly—let go. A mile downstream they struggled onto a riverbank, alive.*

RICK MURRAY

building floating down the highway, he says, "it became very clear to me what an extreme situation we had on our hands." Soon 911 calls were coming in from every part of the city. Police, fire, and rescue teams were dispatched in boats. One crew in a skiff headed out to I-24 to pluck the driver of an 18-wheeler from the chest-high water. Other teams pulled families off rooftops and workers from flooded warehouses. Still, 11 people died in the city that weekend.

This was a new kind of storm for Nashville. "It came down harder than I've ever seen it rain here," says Brad Paisley, the country singer, who owns a farm outside town. "You know how when you're in a mall and it's coming down in sheets, and you think, I'll give it five minutes, and when it lets up I'll run to my car? Well, imagine that it didn't let up until the next day."

Over at NewsChannel 5, the local CBS station, meteorologist Charlie Neese could see where the weather was coming from. The jet stream had gotten stuck over the city, and one thunderstorm after another was sucking up warm, humid air from the Gulf of Mexico, rumbling hundreds of miles northeast, and dumping the water on Nashville. While Neese and his colleagues were broadcasting from a second-floor studio, the first-floor newsroom was being swamped by backed-up sewers. "Water was shooting up through the toilets," Neese says.

The Cumberland River, which winds through the heart of Nashville, started rising Saturday morning. At Ingram Barge Company, David Edgin, a former towboat captain, had more than seven boats and 70 barges out on the waterway. As the rain continued to pound down, he called the U.S. Army Corps of Engineers to get its forecast of how high the river would rise. "It's blowing up our models," the duty officer said. "We've never seen anything like this." Edgin ordered all of Ingram's boats to tie up at safe locations along the riverbank. It turned out to be a smart move.

By Saturday night the Cumberland had risen at least 15 feet, to 35 feet, and the corps was predicting it would crest at 42. But the rain didn't stop Sunday, and the river didn't crest until Monday—at 52 feet, 12 feet above flood stage. Spilling into downtown streets, the flood caused some two billion dollars in damage.

When the sun came out on Monday morning, parts of Nashville had seen more than 13 inches of rain—about twice the previous record of 6.6 inches set during Hurricane Frederic in 1979. Pete Fisher, manager of the Grand Ole Opry, needed a canoe to get into the famous theater, which is on the riverfront northeast of the city. He and audio engineer Tommy Hensley paddled across a parking lot and through a side door. "We basically just floated into the theater," Fisher says. "It was pitch black, and we shined a light on the stage. If you'd been sitting in the front row, you'd have had seven feet of water over your head."

In warehouses along the river, the flood had submerged millions of dollars' worth of

equipment, including components for a 36-by-60-foot video screen that had been assembled for Brad Paisley's upcoming concert tour, which was set to begin in less than three weeks. "Every amp, every guitar I'm used to, was destroyed," Paisley says. "I felt powerless in a way I've never felt before with weather."

The experience changed him. "Here in Nashville our weather is manageable, normally," he says. "But since that flood, I've never once taken normalcy for granted."

**THERE'S BEEN A CHANGE** in the weather. Extreme events like the Nashville flood—described by officials as a once-in-a-millennium occurrence—are happening more frequently than they used to. A month before Nashville, torrential downpours dumped 11 inches of rain on Rio de Janeiro in 24 hours, triggering mud slides that buried hundreds. About three months after Nashville, record rains in Pakistan caused flooding that affected more than 20 million people. In late 2011 floods in Thailand submerged hundreds of factories near Bangkok, creating a worldwide shortage of computer hard drives.

And it's not just heavy rains that are making headlines. During the past decade we've also seen severe droughts in places like Texas, Australia, and Russia, as well as in East Africa, where tens of thousands have taken refuge in camps. Deadly heat waves have hit Europe, and record numbers of tornadoes have ripped across the United States. Losses from such events helped push the cost of weather disasters in 2011 to an estimated $150 billion worldwide, a roughly 25 percent jump from the previous year. In the U.S. last year a record 14 events caused a billion dollars or more of damage each, far exceeding the previous record of nine such disasters in 2008.

What's going on? Are these extreme events signals of a dangerous, human-made shift in Earth's climate? Or are we just going through a natural stretch of bad luck?

The short answer is: probably both. The primary forces driving recent disasters have been natural climate cycles, especially El Niño and La Niña. Scientists have learned a lot during the past few decades about how that strange seesaw in the equatorial Pacific affects weather worldwide. During an El Niño a giant pool of warm water that normally sits in the central Pacific surges east all the way to South America; during a La Niña it shrinks and retreats into the western Pacific. Heat and water vapor coming off the warm pool generate thunderstorms so powerful and towering that their influence extends out of the tropics to the jet streams that blow across the middle latitudes. As the warm pool shifts back and forth along the Equator, the wavy paths of the jet streams shift north and south—which changes the tracks that storms follow across the continents. An El Niño tends to push drenching storms over the southern U.S. and Peru while visiting drought and fire on Australia. In a La Niña the rains flood Australia and fail in the American Southwest and Texas—and in even more distant places like East Africa.

ARE WE SEEING A DANGEROUS SHIFT IN CLIMATE? OR JUST A NATURAL STRETCH OF BAD LUCK?

Those outcomes aren't mechanical and invariable; the atmosphere and ocean are chaotic fluids, and other oscillations influence the weather at a given time and place. The tropical Pacific is especially influential, though, because it pumps so much heat and water vapor into the atmosphere. Extreme El Niños or La Niñas thus set the stage for extreme events elsewhere.

But natural cycles can't by themselves explain the recent streak of record-breaking disasters.

*Senior Editor Peter Miller wrote the January cover story on the scientific study of twins.*

Something else is happening too: The Earth is steadily getting warmer, with significantly more moisture in the atmosphere. Decades of observations from the summit of Mauna Loa in Hawaii, as well as from thousands of other weather stations, satellites, ships, buoys, deep-ocean probes, and balloons, show that a long-term buildup of greenhouse gases in the atmosphere is trapping heat and warming up the land, oceans, and atmosphere. Although some places, notably the Arctic, are warming faster than others, the average surface temperature worldwide has risen nearly one degree Fahrenheit in the past four decades. In 2010 it reached 58.12°F, tying the record set in 2005.

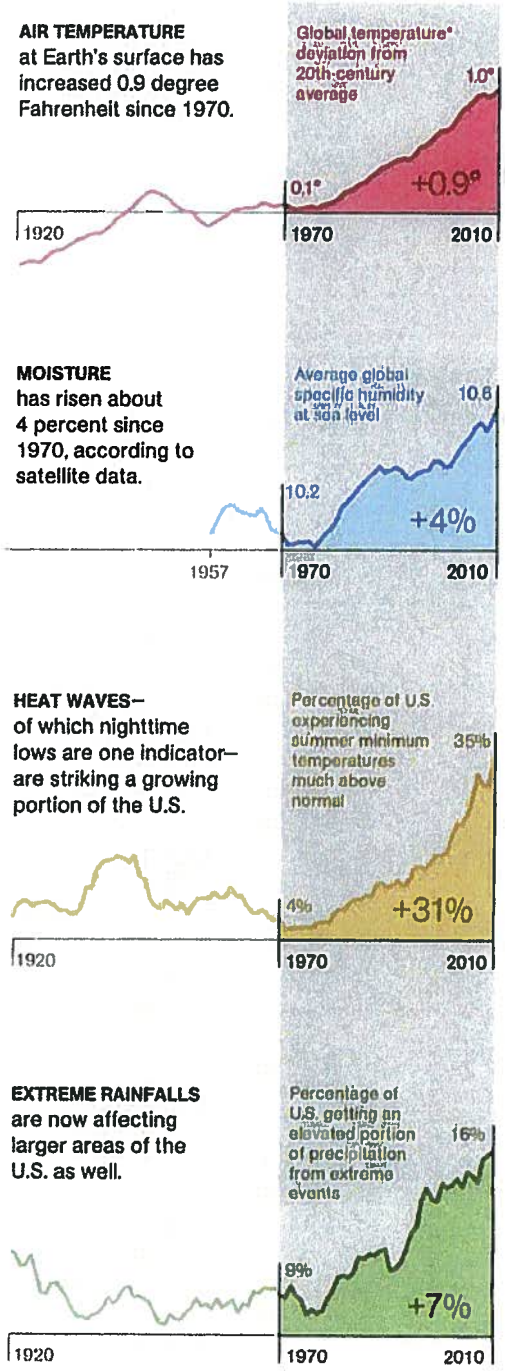
As the oceans warm, they're giving off more water vapor. "Everybody knows that if you turn up the fire on your stove, you evaporate the water in a pot more rapidly," says Jay Gulledge, senior scientist at the Center for Climate and Energy Solutions (C2ES), a think tank in Arlington, Virginia. During the past 25 years satellites have measured a 4 percent average rise in water vapor in the air column. The more water vapor, the greater the potential for intense rainfalls.

By the end of the century the average world temperature could rise anywhere from three to eight degrees Fahrenheit—depending in part on how much carbon we emit between now and then. Scientists expect the weather to change substantially. Basic circulation patterns will move toward the Poles, just as some plants and animals are doing as they flee (or take advantage of) the expanding heat. The tropical rain belt is already widening, climatologists report. The subtropical dry zones are being pushed poleward, into regions such as the American Southwest, southern Australia, and southern Europe, making these regions increasingly susceptible to prolonged and intense droughts. Beyond the subtropics, in the midlatitudes, including the lower 48 of the United States, storm tracks are moving poleward too—a long-term trend superimposed on the year-to-year fluctuations triggered by La Niña or El Niño.

One of the biggest wild cards in our weather future is the Arctic Ocean, which has lost 40

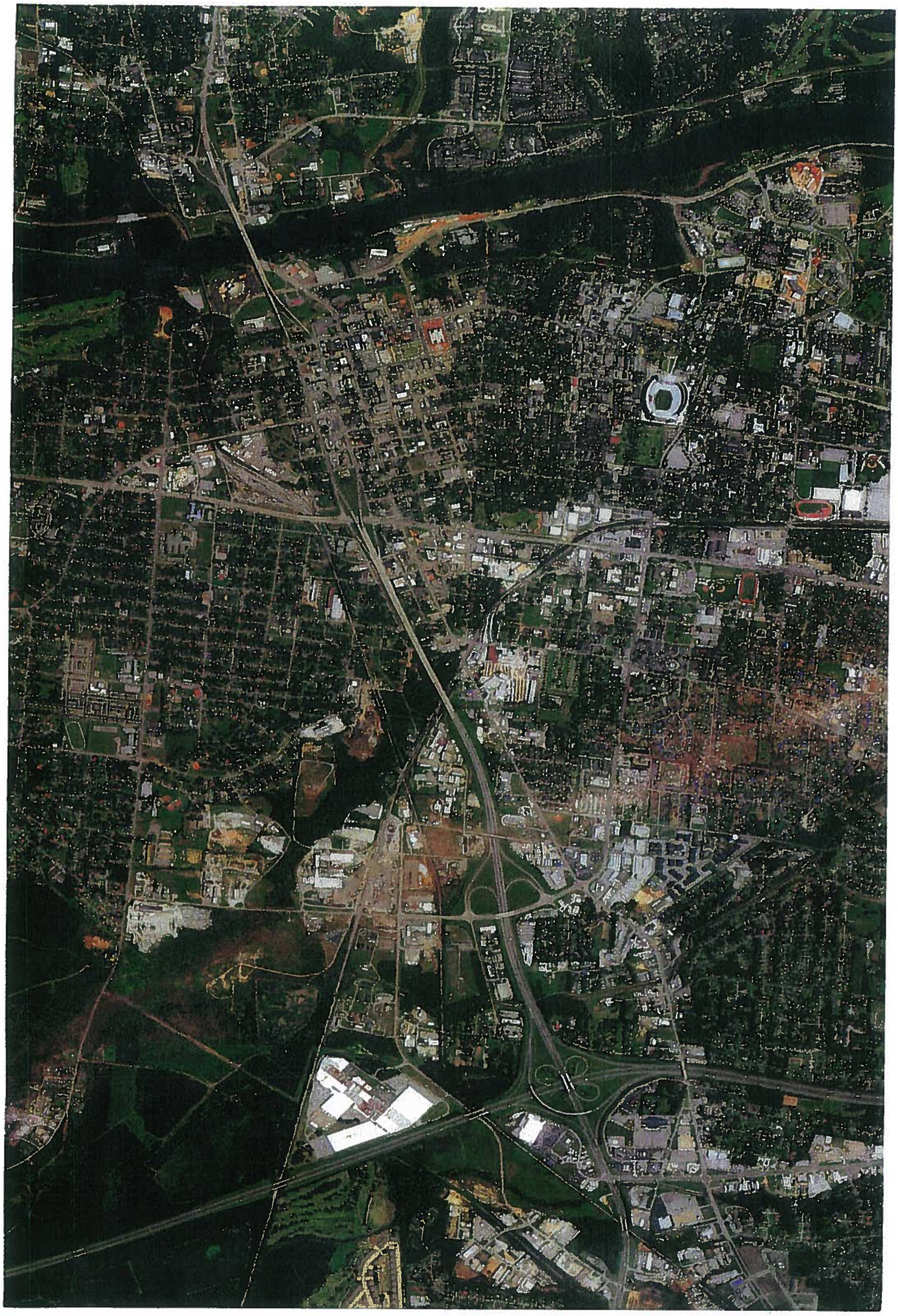
## WHY SO WILD?

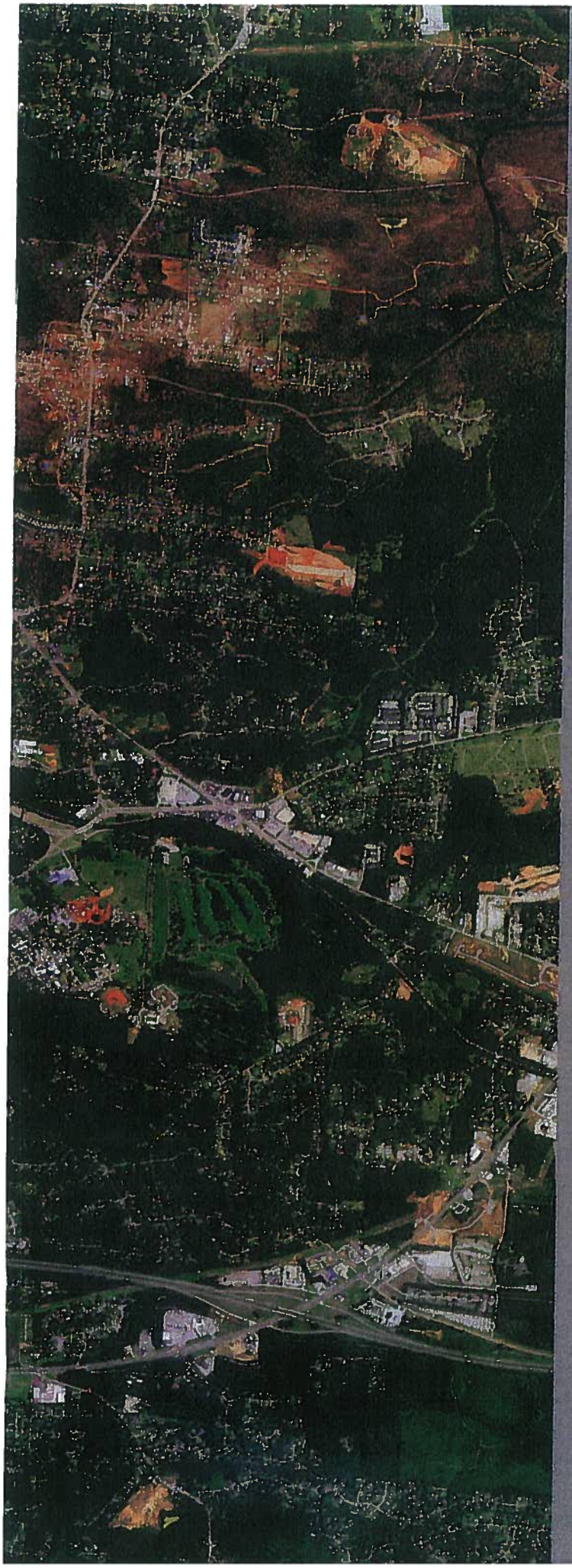
The atmosphere is getting warmer and wetter. Those two trends, which are clear in data averaged globally and annually, are increasing the chances of heat waves, heavy rains, and perhaps other extreme weather.




GRAPHS ABOVE ARE SMOOTHED USING A TEN-YEAR MOVING AVERAGE
*AVERAGE TEMPERATURE OVER LAND AND OCEAN

JOHN TOMANIO, NGM STAFF; ROBERT THOMASON
SOURCES: JEFF MASTERS, WEATHER UNDERGROUND; NATIONAL CLIMATIC DATA CENTER (TEMPERATURE, HEAT WAVES, AND RAINFALL); NOAA (HUMIDITY)





ALABAMA *On April 27, 2011, the U.S. was hit by 199 tornadoes, a single-day record—but there's no clear evidence, scientists say, of a long-term rise in tornado frequency. The 190-mile-an-hour twister that carved a sharp path across Tuscaloosa missed the University of Alabama football stadium (upper left) by a mile, then threaded between a large mall (X-shaped building at center) and the main hospital, which was soon treating victims. The tornado killed 44, then roared northeast to the Birmingham area, where it killed 20 more.*

DIGITALGLOBE

NEBRASKA

## *"It was really cranking."*

***At 130 miles an hour, to be precise—but to photographer Mike Hollingshead, that was not a clue to run the other way. A dedicated storm chaser, Hollingshead caught this funnel on June 20, 2011, outside Bradshaw, near I-80, where it derailed several freight-train cars. A TV crew (far right) also raced in for a closer look.***

MIKE HOLLINGSHEAD (ALL)

percent of its summer sea ice since the 1980s. Autumn temperatures over what is now open ocean have risen 3.6 to 9°F, as the dark water absorbs sunlight that the ice once bounced back into space. New evidence suggests that warming is altering the polar jet stream, adding lazy north-south meanders to its path around the planet—which might help to explain why North America was so warm last winter and Europe so cold. Meandering farther north than normal into Canada, the jet stream brought warm air with it; dipping far south over Europe, it delivered frigid winds and snow to that region. In the winter of 2010-11 it was eastern North America that got heavy snow. Because the meanders move around every year, the extreme weather may too.

When it comes to individual storms, scientists are even less certain what effect global warming might have. In theory extra water vapor in the atmosphere should pump heat into big storms such as hurricanes and typhoons, adding buoyancy that causes them to grow in size and power. Some models have predicted that global warming could increase the average strength of hurricanes and typhoons by 2 to 11 percent by 2100. But the jury's still out on whether any increase has occurred yet. And the same models that predict bigger hurricanes also say we could get fewer of them in the future.

The picture is murkiest with tornadoes. A hotter, wetter atmosphere should promote more severe thunderstorms, but it might also reduce the wind shear needed for those storms to spawn twisters. More tornadoes are being reported in the U.S., but there are more people looking for them with better instruments—and there's been no documented increase in the past half century in the number of severe tornadoes. The spring of 2011 was one of the worst tornado seasons in U.S. history, with monster twisters roaring through Tuscaloosa, Alabama, and Joplin, Missouri. But scientists don't yet have the data or the theoretical understanding to say whether global warming was to blame.

In the case of some weather extremes, though, the connection is pretty clear. The warmer the atmosphere, the more potential for record-breaking heat waves. In the U.S. high-temperature records are being set these days twice as often as low-temperature ones; around the world 19 countries set national records in 2010.

As moisture in the atmosphere has increased, rainfall has intensified. The amount of rain falling in intense downpours—the heaviest one percent of rain events—has increased by nearly 20 percent during the past century in the U.S. "You're getting more rain from a given storm now than you would have 30 or 40 years ago," says Gerald Meehl, a senior scientist at the National Center for Atmospheric Research in Boulder, Colorado. Global warming, he says, has changed the odds for extreme weather.

**THE AMOUNT OF RAIN FALLING IN THE HEAVIEST DOWNPOURS HAS INCREASED NEARLY 20 PERCENT.**

"Picture a baseball player on steroids," Meehl goes on. "This baseball player steps up to the plate and hits a home run. It's impossible to say if he hit that home run because of the steroids, or whether he would have hit it anyway. The drugs just made it more likely."

It's the same with the weather, Meehl says. Greenhouse gases are the steroids of the climate system. "By adding just a little bit more carbon dioxide to the climate, it makes things a little bit warmer and shifts the odds toward these more extreme events," he says. "What was once a rare event will become less rare."

**NOBODY HAS LIVED THROUGH** more weather on steroids lately than Texans. The 1,049 residents of Robert Lee, a West Texas town of ranchers,

oil workers, retirees, and small business owners, spent much of 2011 watching their water supply dry up. The E. V. Spence Reservoir, like many lakes in the region, lost more than 99 percent of its water.

"If we don't get some additional runoff soon, there will be no more water coming out of the faucets," Mayor John Jacobs said last winter. "As in nothing. It's getting serious." In January the town began construction of a 12-mile pipeline to Bronte, a community that has wells in addition to a reservoir. Completed in March, the pipeline was still being tested in early May. "We feel like we're going to get it done in time," Jacobs said. "But it's going to be just under the wire. Living in West Texas is not for the weak at heart."

Less rain fell on Texas from October 2010 to September 2011 than in any other 12-month period since record keeping began in 1895. The whole state suffered, but West Texas was already close to the edge. All across the region farmers, ranchers, and municipalities were feeling the damage. (See "The New Dust Bowl," page 56.) In many places water levels dropped below well pumps, causing the motors to burn out. "A lot of wells are going dry," said Clark Abel, a well driller in San Angelo. "Our phone's been ringing off the hook. It's overwhelming."

The drought withered grazing lands too, forcing some ranches to ship their livestock to greener pastures up north. In a kind of modern cattle drive, ranch hands from the Four Sixes Ranch near Guthrie and from its Dixon Creek operation in the Texas Panhandle drove more than 4,000 head of Angus crossbreeds onto double-decker trucks to transport them to leased lands from Nebraska to northern Montana.

The last time the Four Sixes attempted such a thing, said general manager Joe Leathers, was more than a century ago, when the ranch moved herds to what was then the Indian Territory of Oklahoma. This drought was worse. By last July the ranch had run out of tank water—drinking water in dirt ponds for cattle. "The long and the short of it is that nobody has ever faced anything like this before," Leathers said.

"This has been the most severe one-year drought we've ever had," said state climatologist John Nielsen-Gammon. (A drought in the 1950s took six years to get as bad.) On top of that, Texans sweated last year through the hottest summer in memory. Dallas residents saw the mercury climb to 100°F or higher on 71 days.

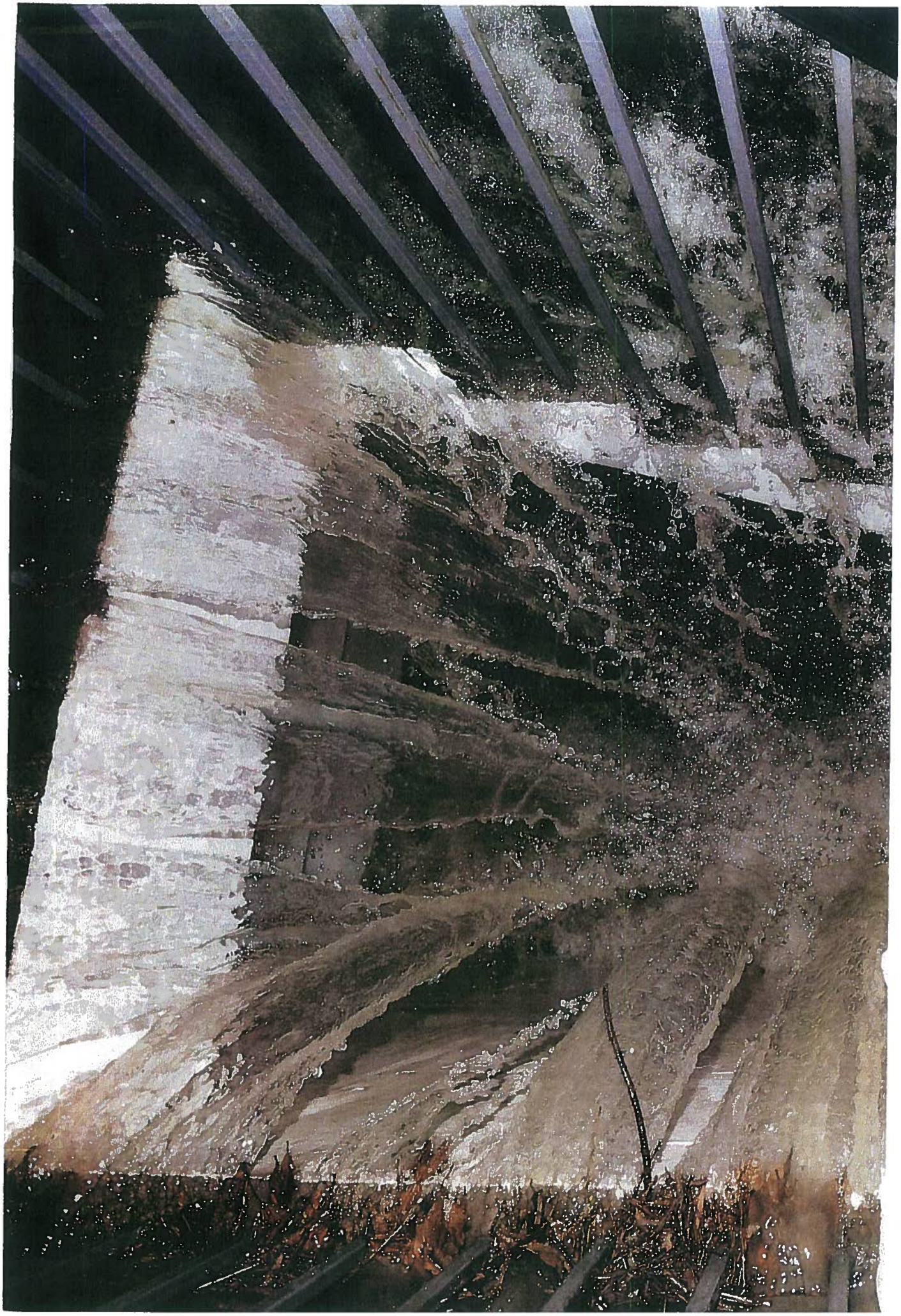
There's no mystery about the main cause, Nielsen-Gammon said: It was La Niña, which pushed storm tracks farther north over the U.S., reducing rainfall throughout the South, from Arizona to the Carolinas. "We just happened to be right in the center of it," he said.

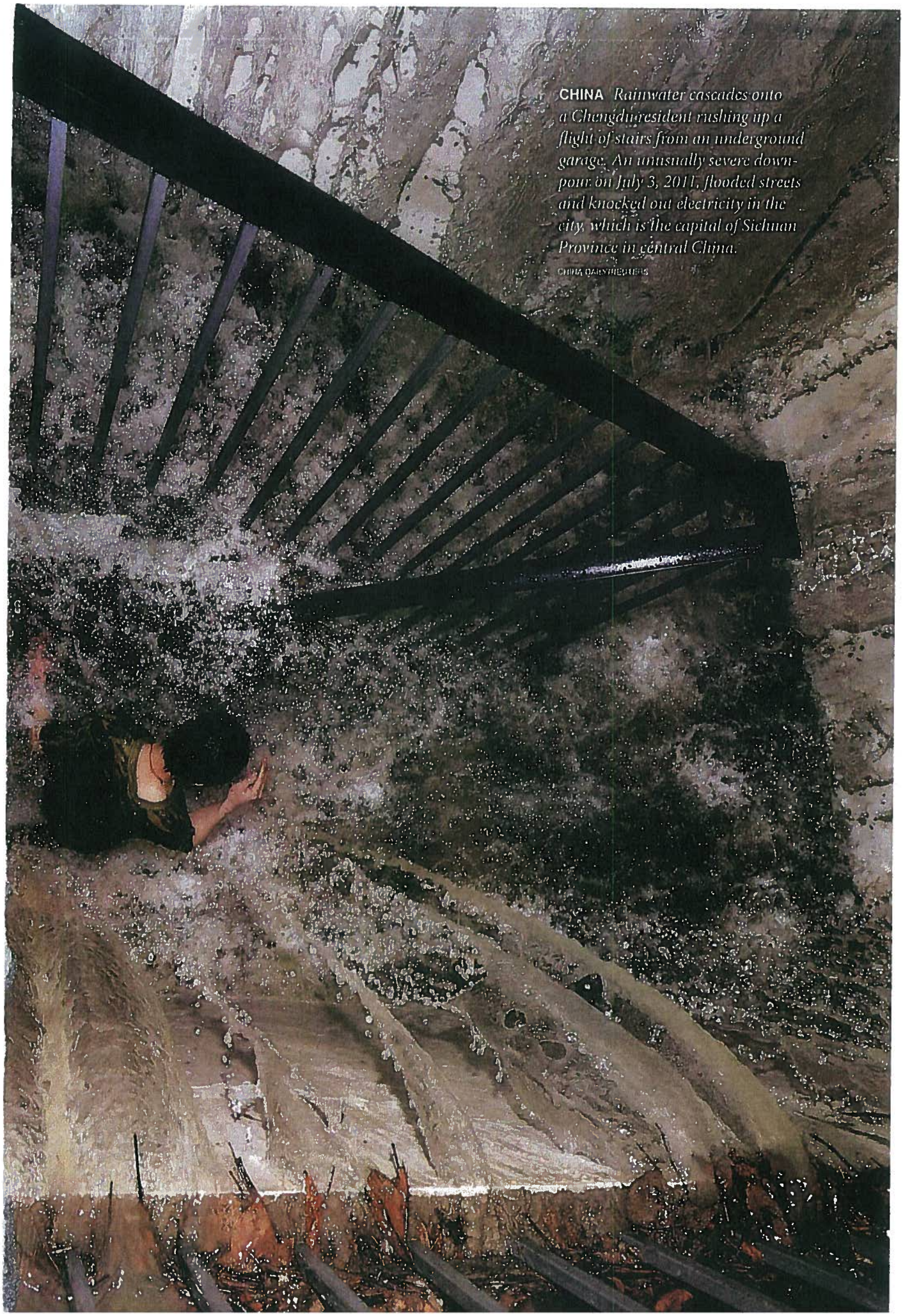
But global warming aggravated the situation, making an already bad heat wave even worse. "Under normal conditions a lot of the sun's energy gets used to evaporate water from the soil or from plants," Nielsen-Gammon explained. "But when there's no water to evaporate, all that energy goes into heating the ground and consequently heating the air. Given how little rain we had, we probably would have had record warmth in Texas in 2011 even without climate change. But climate change added an additional degree or so of heat to it."

That extra degree of heat was like an extra shot of gasoline on the state's forests: By increasing evaporation, it made them even drier. In a drought, said Nielsen-Gammon, "every little increase in severity makes a big difference." Texas in 2011 experienced the worst wildfire season on record. Taken together, the fires blackened an area larger than Connecticut—nearly twice as much acreage as in the previous worst year.

One of the costliest fires started last September just outside Bastrop State Park, southeast of Austin, where the loblolly pines were as dry and brittle as kindling. Fanned by strong winds, the blaze raced south through suburban neighborhoods in what firefighters call long "streets" of fire. It consumed 1,685 houses but occasionally spared others nearby, leaving residents shaking their heads.

When Paige and Ray Shelton returned to inspect their property adjacent to the state forest, they found their bungalow still standing, but the sawmill that Ray operated with his brother, Bo, was reduced to ashes and Paige's pottery studio





**CHINA** *Rainwater cascades onto a Chengdu resident rushing up a flight of stairs from an underground garage. An unusually severe downpour on July 3, 2011, flooded streets and knocked out electricity in the city, which is the capital of Sichuan Province in central China.*

CHINA DAILY/REUTERS

was burned to the ground. As Paige picked through the wreckage, Ray made a beeline for the chicken coop, hoping to spare his wife the sorrow of cleaning up all the burned carcasses. Trees all around the coop were charred black.

"Well, guess what?" Ray said later. "As I came around the corner, the rooster stuck his head out and crowed. I couldn't believe it. I almost fell over backwards."

The fire had come within an inch of the coop, but for some reason the red cedar walls hadn't ignited, and somehow the birds had avoided the intense heat and smoke—a small miracle in the midst of great loss. All five hens had survived too, along with 18 doves Paige was raising. "They were singing up a storm," Ray said.

**MISSISSIPPI** *Fortified by a levee, a house near Vicksburg survives a Yazoo River flood in May 2011. Snowmelt and intense rains—eight times as much rainfall as usual in parts of the Mississippi River watershed—triggered floods that caused three to four billion dollars in damages.*

SCOTT OLSON, GETTY IMAGES

THE RISING COST and frequency of natural disasters can be blamed only partly on the weather. Disasters are also on the rise because more people are located in harm's way. In states like Texas, Arizona, and California the buildup of neighborhoods in former woodlands has exposed more properties to wildfires, just as coastal development in states like Florida, North Carolina, and Maryland has exposed expensive beach houses and hotels to hurricanes and other storms. At the same time, the rapid growth of megacities in developing countries in Asia and Africa has made millions more vulnerable to heat waves and floods. Instead of defending themselves against climate change, many communities appear to be leading with their chin.

"Something has gone wrong," says climatologist Michael Oppenheimer of Princeton University, who helped write a recent report on extreme weather for the Intergovernmental Panel on Climate Change. "To put it bluntly, we're doing a lousy job keeping up with disasters."

The economic significance of this hasn't been lost on the insurance industry. Insured losses from natural disasters in the U.S. last year totaled nearly $36 billion, 50 percent higher than the average during the previous decade. "Whether it's the 'new normal' or not, the industry sees a pattern of losses that's extraordinary," says Frank Nutter of the Reinsurance Association of America. "The past is not prologue to the type of weather we're about to see."

In Florida, where hurricanes, wildfires, and drought pose enormous risks to insurers, several national firms have stopped writing new policies altogether or pulled back in other ways. They're afraid of another disaster like Hurricane Andrew in 1992, which cost the industry an estimated $25 billion. To fill the gap, small companies have sprung up across the state, and in 2002 the state government created the Citizens Property Insurance Corporation, which has become Florida's largest provider of homeowner's insurance. Whether this new system has the resources to survive a big storm isn't clear yet, Nutter says. "It's an untested experiment. They haven't had a major hurricane there since 2005."

Meanwhile some governments have taken small but important steps to better prepare for

extreme weather. An exceptional heat wave in Europe in 2003 took at least 35,000 lives; a later analysis found that climate change had doubled the odds of such a disaster. Afterward French cities set up air-conditioned shelters and identified older people who would need transportation to the shelters. When another heat wave hit France in 2006, the death rate was two-thirds lower.

Similarly, after a tropical storm killed as many as 500,000 people in Bangladesh in 1970, the government there developed an early warning system and built basic concrete shelters for evacuated families. When cyclones hit today, the death count stays in the thousands.

Weather disasters are like heart attacks, says Jay Gulledge. "When your doctor advises you about how to avoid a heart attack, he doesn't say, Well, you need to exercise, but it's OK to keep smoking," he says. The smart approach to extreme weather is to attack all the risk factors, by designing crops that can survive drought, buildings that can resist floods and high winds, policies that discourage people from building in dangerous places—and of course, by cutting greenhouse gas emissions.

"We know that warming of the Earth's surface is putting more moisture in the atmosphere. We've measured it. The satellites see it," Gulledge says. So the chances for extreme weather are going nowhere but up.

We need to face that reality, Oppenheimer says, and do the things we know can save lives and money. "We don't have to just stand there and take it." □

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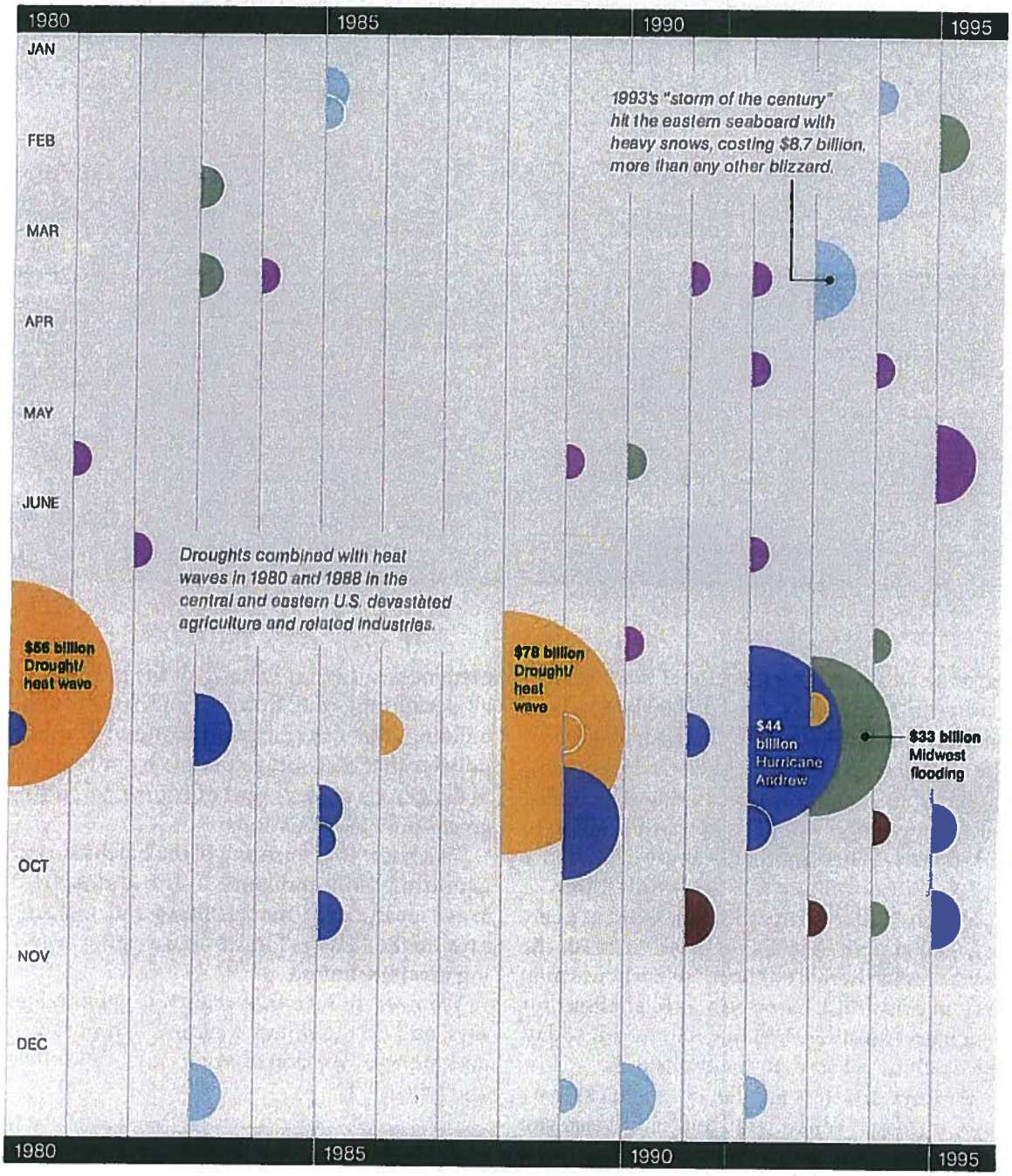
**Educational Note** National Geographic has free educational resources about weather for students, teachers, and families at *natgeoed.org/weather*.

# BILLION-DOLLAR WEATHER

A chart of the most costly U.S. weather disasters shows nearly twice as many billion-dollar events since 1996 as in 1980-1995. The main reason: More people are living on higher-value properties in vulnerable places, such as coasts. But as the atmosphere warms, scientists expect destructive weather itself to become more common.

## 46 DISASTERS

Causing at least $1 billion in damages, 1980-1995



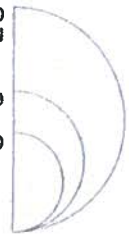

**Total losses: $339 billion**

*ALL DOLLAR AMOUNTS ADJUSTED TO MARCH 2012 DOLLARS

JOHN TOMANIO, NGM STAFF SOURCES: ADAM SMITH, NATIONAL CLIMATIC DATA CENTER; JEFF MASTERS, WEATHER UNDERGROUND; NATIONAL CLIMATIC DATA CENTER

**ALL U.S. WEATHER DISASTERS** from 1980 to 2011 that caused at least one billion dollars* in damages are plotted by month and year; the size of each half circle represents the cost of the disaster. The ten most costly events are labeled.

**COST OF DISASTER**

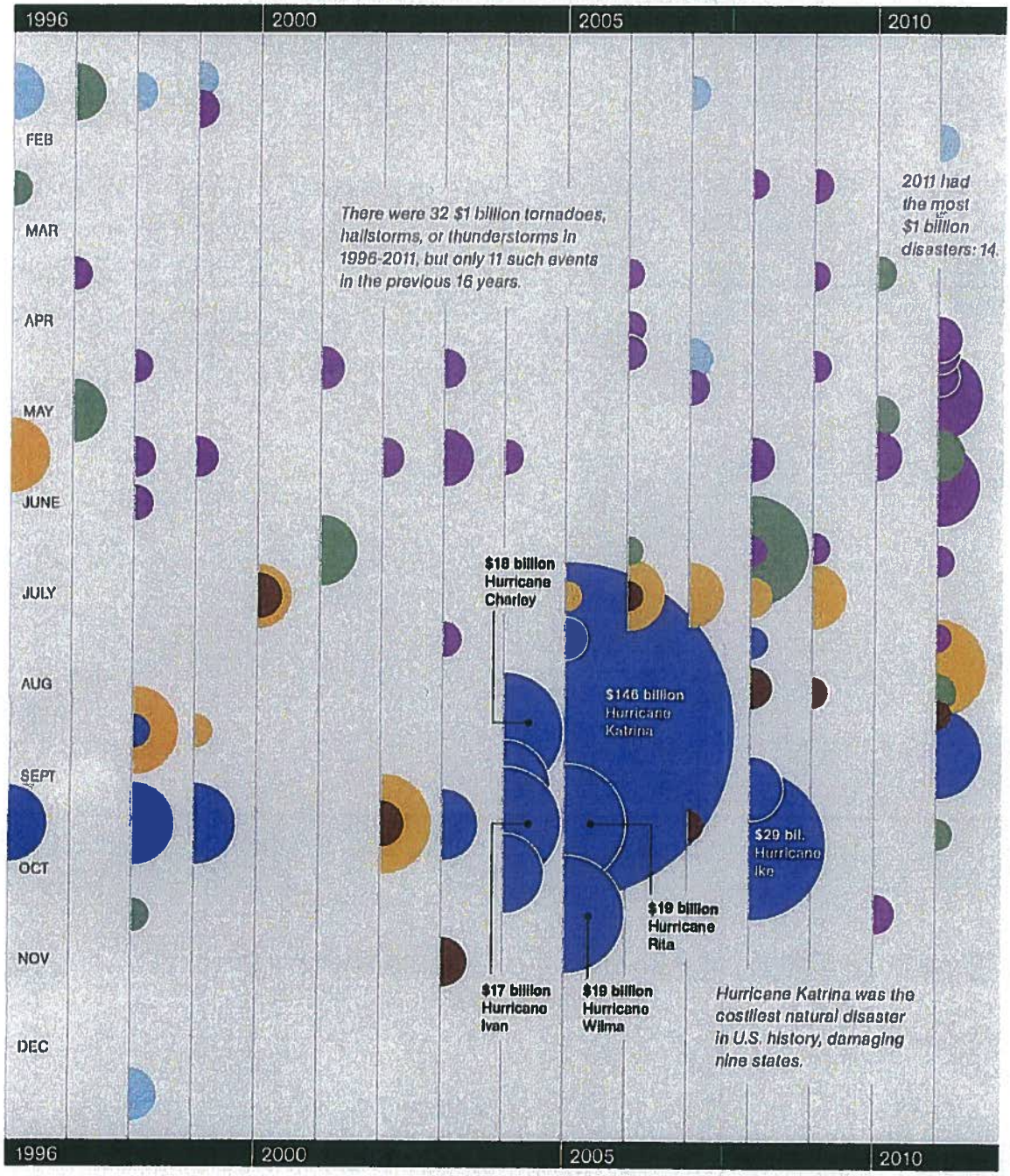



**DISASTER TYPE**

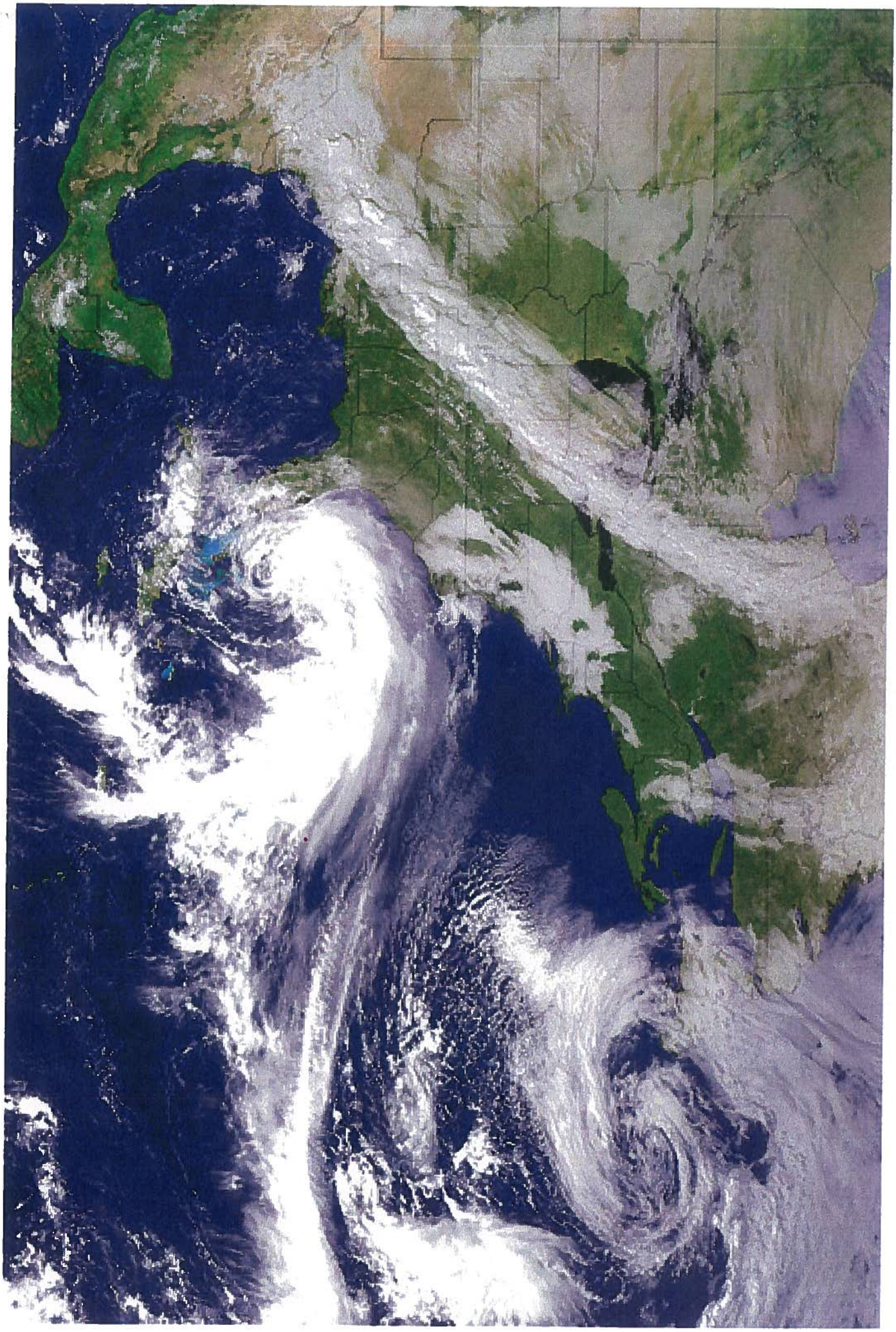
- Drought/heat wave
- Wildfire
- Flood
- Hurricane
- Tornado/hailstorm/thunderstorm
- Blizzard/ice storm/freeze

## 87 DISASTERS

Causing at least $1 billion in damages, 1996-2011




**Total losses: $541 billion**



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## It's Global Warming, Stupid

By Paul M. Barrett on November 01, 2012
http://www.businessweek.com/articles/2012-11-01/its-global-warming-stupid

Yes, yes, it's unsophisticated to blame any given storm on climate change. Men and women in white lab coats tell us—and they're right—that many factors contribute to each severe weather episode. Climate deniers exploit scientific complexity to avoid any discussion at all.

Clarity, however, is not beyond reach. Hurricane Sandy demands it: At least 40 U.S. deaths. Economic losses expected to climb as high as $50 billion. Eight million homes without power. Hundreds of thousands of people evacuated. More than 15,000 flights grounded. Factories, stores, and hospitals shut. Lower Manhattan dark, silent, and underwater.

An unscientific survey of the social networking literature on Sandy reveals an illuminating tweet (you

read that correctly) from Jonathan Foley, director of the Institute on the Environment at the University of Minnesota. On Oct. 29, Foley thumbed thusly: "Would this kind of storm happen without climate change? Yes. Fueled by many factors. Is storm stronger because of climate change? Yes." Eric Pooley, senior vice president of the Environmental Defense Fund (and former deputy editor of *Bloomberg Businessweek*), offers a baseball analogy: "We can't say that steroids caused any one home run by Barry Bonds, but steroids sure helped him hit more and hit them farther. Now we have weather on steroids."

In an Oct. 30 blog post, Mark Fischetti of *Scientific American* took a spin through Ph.D.-land and found more and more credentialed experts willing to shrug off the climate caveats. The broadening consensus: "Climate change amps up other basic factors that contribute to big storms. For example, the oceans have warmed, providing more energy for storms. And the Earth's atmosphere has warmed, so it retains more moisture, which is drawn into storms and is then dumped on us." Even those of us who are science-phobic can get the gist of that.

Sandy featured a scary extra twist implicating climate change. An Atlantic hurricane moving up the East Coast crashed into cold air dipping south from Canada. The collision supercharged the storm's energy level and extended its geographical reach. Pushing that cold air south was an atmospheric pattern, known as a blocking high, above the Arctic Ocean. Climate scientists Charles Greene and Bruce Monger of Cornell University, writing earlier this year in *Oceanography*, provided evidence that Arctic icemelts linked to global warming contribute to the very atmospheric pattern that sent the frigid burst down across Canada and the eastern U.S.

If all that doesn't impress, forget the scientists ostensibly devoted to advancing knowledge and saving lives. Listen instead to corporate insurers committed to compiling statistics for profit.

On Oct. 17 the giant German reinsurance company Munich Re issued a prescient report titled *Severe Weather in North America*. Globally, the rate of extreme weather events is rising, and "nowhere in the world is the rising number of natural catastrophes more evident than in North America." From 1980 through 2011, weather disasters caused losses totaling $1.06 trillion. Munich Re found "a nearly quintupled number of weather-related loss events in North America for the past three decades." By contrast, there was "an increase factor of 4 in Asia, 2.5 in Africa, 2 in Europe, and 1.5 in South America." Human-caused climate change "is believed to contribute to this trend," the report said, "though it influences various perils in different ways."

Global warming "particularly affects formation of heat waves, droughts, intense precipitation events, and in the long run most probably also tropical cyclone intensity," Munich Re said. This July was the hottest month recorded in the U.S. since record-keeping began in 1895, according to the National Oceanic and Atmospheric Administration. The U.S. Drought Monitor reported that two-thirds of the continental U.S. suffered drought conditions this summer.

Granted, Munich Re wants to sell more reinsurance (backup policies purchased by other insurance companies), so maybe it has a selfish reason to stir anxiety. But it has no obvious motive for fingering global warming vs. other causes. "If the first effects of climate change are already perceptible," said Peter Hoppe, the company's chief of geo-risks research, "all alerts and measures against it have become even more pressing."

Which raises the question of what alerts and measures to undertake. In his book *The Conundrum*, David Owen, a staff writer at the *New Yorker*, contends that as long as the West places high and unquestioning value on economic growth and consumer gratification—with China and the rest of the developing world

right behind—we will continue to burn the fossil fuels whose emissions trap heat in the atmosphere. Fast trains, hybrid cars, compact fluorescent light bulbs, carbon offsets—they're just not enough, Owen writes.

Yet even he would surely agree that the only responsible first step is to put climate change back on the table for discussion. The issue was MIA during the presidential debates and, regardless of who wins on Nov. 6, is unlikely to appear on the near-term congressional calendar. After Sandy, that seems insane.

Mitt Romney has gone from being a supporter years ago of clean energy and emission caps to, more recently, a climate agnostic. On Aug. 30, he belittled his opponent's vow to arrest climate change, made during the 2008 presidential campaign. "President Obama promised to begin to slow the rise of the oceans and heal the planet," Romney told the Republican National Convention in storm-tossed Tampa. "My promise is to help you and your family." Two months later, in the wake of Sandy, submerged families in New Jersey and New York urgently needed some help dealing with that rising-ocean stuff.

Obama and his strategists clearly decided that in a tight race during fragile economic times, he should compete with Romney by promising to mine more coal and drill more oil. On the campaign trail, when Obama refers to the environment, he does so only in the context of spurring "green jobs." During his time in office, Obama has made modest progress on climate issues. His administration's fuel-efficiency standards will reduce by half the amount of greenhouse gas emissions from new cars and trucks by 2025. His regulations and proposed rules to curb mercury, carbon, and other emissions from coal-fired power plants are forcing utilities to retire some of the dirtiest old facilities. And the country has doubled the generation of energy from renewable sources such as solar and wind.

Still, renewable energy accounts for less than 15 percent of the country's electricity. The U.S. cannot shake its fossil fuel addiction by going cold turkey. Offices and factories can't function in the dark. Shippers and drivers and air travelers will not abandon petroleum overnight. While scientists and entrepreneurs search for breakthrough technologies, the next president should push an energy plan that exploits plentiful domestic natural gas supplies. Burned for power, gas emits about half as much carbon as coal. That's a trade-off already under way, and it's worth expanding. Environmentalists taking a hard no-gas line are making a mistake.

Conservatives champion market forces—as do smart liberals—and financial incentives should be part of the climate agenda. In 2009 the House of Representatives passed cap-and-trade legislation that would have rewarded more nimble industrial players that figure out how to use cleaner energy. The bill died in the Senate in 2010, a victim of Tea Party-inspired Republican obstructionism and Obama's decision to spend his political capital to push health-care reform.

Despite Republican fanaticism about all forms of government intervention in the economy, the idea of pricing carbon must remain a part of the national debate. One politically plausible way to tax carbon emissions is to transfer the revenue to individuals. Alaska, which pays dividends to its citizens from royalties imposed on oil companies, could provide inspiration (just as Romneycare in Massachusetts pointed the way to Obamacare).

Ultimately, the global warming crisis will require global solutions. Washington can become a credible advocate for moving the Chinese and Indian economies away from coal and toward alternatives only if the U.S. takes concerted political action. At the last United Nations conference on climate change in Durban, South Africa, the world's governments agreed to seek a new legal agreement that binds signatories to reduce their carbon emissions. Negotiators agreed to come up with a new treaty by 2015, to be put in place by 2020. To work, the treaty will need to include a way to penalize countries that don't

meet emission-reduction targets—something the U.S. has until now refused to support.

If Hurricane Sandy does nothing else, it should suggest that we need to commit more to disaster preparation and response. As with climate change, Romney has displayed an alarmingly cavalier attitude on weather emergencies. During one Republican primary debate last year, he was asked point-blank whether the functions of the Federal Emergency Management Agency ought to be turned back to the states. "Absolutely," he replied. Let the states fend for themselves or, better yet, put the private sector in charge. Pay-as-you-go rooftop rescue service may appeal to plutocrats; when the flood waters are rising, ordinary folks welcome the National Guard.

It's possible Romney's kill-FEMA remark was merely a pander to the Right, rather than a serious policy proposal. Still, the reconfirmed need for strong federal disaster capability—FEMA and Obama got glowing reviews from New Jersey Governor Chris Christie, a Romney supporter—makes the Republican presidential candidate's campaign-trail statement all the more reprehensible.

The U.S. has allowed transportation and other infrastructure to grow obsolete and deteriorate, which poses a threat not just to public safety but also to the nation's economic health. With once-in-a-century floods now occurring every few years, New York Governor Andrew Cuomo and New York City Mayor Michael Bloomberg said the country's biggest city will need to consider building surge protectors and somehow waterproofing its enormous subway system. "It's not prudent to sit here and say it's not going to happen again," Cuomo said. "I believe it is going to happen again."

David Rothkopf, the chief executive and editor-at-large of *Foreign Policy*, noted in an Oct. 29 blog post that Sandy also brought his hometown, Washington, to a standstill, impeding affairs of state. To lessen future impact, he suggested burying urban and suburban power lines, an expensive but sensible improvement.

Where to get the money? Rothkopf proposed shifting funds from post-Sept. 11 bureaucratic leviathans such as the Department of Homeland Security, which he alleges is shot through with waste. In truth, what's lacking in America's approach to climate change is not the resources to act but the political will to do so. A Pew Research Center poll conducted in October found that two-thirds of Americans say there is "solid evidence" the earth is getting warmer. That's down 10 points since 2006. Among Republicans, more than half say it's either not a serious problem or not a problem at all.

Such numbers reflect the success of climate deniers in framing action on global warming as inimical to economic growth. This is both shortsighted and dangerous. The U.S. can't afford regular Sandy-size disruptions in economic activity. To limit the costs of climate-related disasters, both politicians and the public need to accept how much they're helping to cause them.

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# World Bank Warns Climate Change Could Devastate Global Economy

**Report says climate change could decimate agriculture, cause global health problems**

By JASON KOEBLER

November 18, 2012

The World Bank warned Sunday that if climate change isn't stopped or slowed down, the global economy will suffer greatly.

An iceberg melts in Kulusuk, Greenland, near the Arctic Circle in 2005.

The report, titled "Turn Down the Heat," envisions a world that is warmer by an average of 4 degrees Celsius (7.2 degrees Fahrenheit). According to Jim Yong Kim, president of the World Bank, the report is meant to "shock [the world] into action."

[**Photos:** 10 Animals Threatened by Global Warming]

"A 4 degree Celsius world is so different from the current one that it comes with high uncertainty and new risks that threaten our ability to anticipate and plan for future adaptation needs," he writes.

A global temperature increase like one estimated by the World Bank would lead to "the inundation of coastal cities; increasing risks for food production, potentially leading to higher malnutrition rates; many dry regions becoming dryer, wet regions wetter; unprecedented heat waves in many regions," water scarcity, and more natural disasters.

[**Enjoy:** Political Cartoons on Global Warming]

The organization chose to analyze a four-degree increase because that's the worst-case scenario envisioned by the Intergovernmental Panel on Climate Change—and it could be a reality as early as 2060.

Though the report makes no specific financial estimates, it says a warming world would wreak havoc on farming, overload countries' health systems, and would disproportionately affect the poor. It would push up food prices, make 35 percent of farmland in sub-Saharan Africa unsuitable for agriculture, and would extend the ranges of certain diseases.

[**So Long, Joe?** Coffee Threatened by Climate Change]

Rachel Kyte, the World Bank's vice president for the sustainable development network, says the organization commissioned the report to help governments and businesses understand the urgency of the problem as countries deal with a global recession.

"We need to understand how to continue to meet the needs of the poor today while curbing emissions so we can meet the needs of the poor in the future," she says. "There are things every country can do now that doesn't mean they're growing their economies in a dirty way now and saying they'll clean it up later."

[**Read:** Faith in Obama to Fix Environment Declines]

That means countries should be looking into infrastructure upgrades that use clean energy, developing nations should consider encouraging urban growth with sea level rise in mind, and considering the long-term health of their economies instead of focusing on quick fixes.

"The short term political cycles sometimes fit uneasily with long-term decision making," Kyte says. "We hope this paper makes it more difficult for policy makers to ignore the science. The science is unequivocal."

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*Jason Koebler is a science and technology reporter for* U.S. News & World Report. *You can follow him on Twitter or reach him at jkoebler@usnews.com.*

**Tags:** World Bank, economy, global warming

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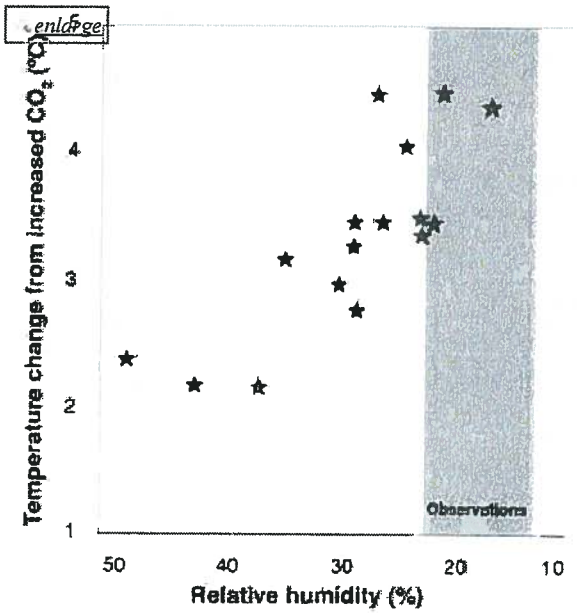
# Future Warming Likely to Be On High Side of Climate Projections, Analysis Finds

ScienceDaily (Nov. 8, 2012) — Climate model projections showing a greater rise in global temperature are likely to prove more accurate than those showing a lesser rise, according to a new analysis by scientists at the National Center for Atmospheric Research (NCAR). The findings, published in this week's issue of *Science*, could provide a breakthrough in the longstanding quest to narrow the range of global warming expected in coming decades and beyond.

NCAR scientists John Fasullo and Kevin Trenberth, who co-authored the study, reached their conclusions by analyzing how well sophisticated climate models reproduce observed relative humidity in the tropics and subtropics.

The climate models that most accurately captured these complex moisture processes and associated clouds, which have a major influence on global climate, were also the ones that showed the greatest amounts of warming as society emits more greenhouse gas into the atmosphere.

"There is a striking relationship between how well climate models simulate relative humidity in key areas and how much warming they show in response to increasing carbon dioxide," Fasullo says. "Given how fundamental these processes are to clouds and the overall global climate, our findings indicate that warming is likely to be on the high side of current projections."




*Computer models that more accurately depict dry conditions in a key part of the subtropical atmosphere are also more likely to predict greater climate warming from increased greenhouse gases. In this graphic, each star indicates one of 16 leading global climate models. The left axis ("warming") corresponds to equilibrium climate sensitivity (ECS) in degrees C, which is the amount of warming produced by each model when carbon dioxide concentrations in the atmosphere are doubled over preindustrial values. The bottom axis shows May-to-August relative humidity for a portion of the upper atmosphere between about 20,000 to 30,000 feet in height and between about 10° and 25° latitude south in the southern subtropics. (Credit: ©UCAR. Image by Carlye Calvin, based on Fasullo and Trenberth, Science, 2012)*

**Moisture, clouds, and heat**

The world's major global climate models, numbering more than two dozen, are all based on long-established physical laws known to guide the

atmosphere. However, because these relationships are challenging to translate into software, each model differs slightly in its portrayal of global climate. In particular, some processes, such as those associated with clouds, are too small to be represented properly.

The most common benchmark for comparing model projections is equilibrium climate sensitivity (ECS), or the amount of warming that eventually occurs in a model when carbon dioxide is doubled over preindustrial values. At current rates of global emission, that doubling will occur well before 2100.

For more than 30 years, ECS in the leading models has averaged around 5 degrees Fahrenheit (3 degrees Celsius). This provides the best estimate of global temperature increase expected by the late 21st century compared to late 19th century values, assuming that society continues to emit significant amounts of carbon dioxide. However, the ECS within individual models is as low as 3 degrees F and as high as 8 degrees F (, leaving a wide range of uncertainty that has proven difficult to narrow over the past three decades.

The difference is important to reconcile, as a higher temperature rise would produce greater impacts on society in terms of sea level rise, heat waves, droughts, and other threats.

Clouds are one of the main sticking points, say the NCAR authors. Although satellites observe many types of clouds, satellite failure, observing errors, and other inconsistencies make it challenging to build a comprehensive global cloud census that is consistent over many years.

However, satellites perform better in measuring water vapor, and estimates of the global distribution of relative humidity have become more reliable. Relative humidity is also incorporated in climate models to generate and dissipate clouds.

Fasullo and Trenberth checked the distribution of relative humidity in 16 leading climate models to see how accurately they portray the present climate. In particular, they focused on the subtropics, where sinking air from the tropics produce very dry zones where most of the world's major deserts are located. The researchers drew on observations from two NASA satellite instruments -- the Atmospheric Infrared Sounder (AIRS) and Clouds and Earth's Radiant Energy System (CERES) -- and used a NASA data analysis, the Modern-Era Retrospective Analysis for Research and Applications (MERRA).

The seasonal drying in the subtropics and the associated decrease in clouds, especially during May through August, serve as a good analog for patterns projected by climate models.

"The dry subtropics are a critical element in our future climate," Fasullo says. "If we can better represent these regions in models, we can improve our predictions and provide society with a better sense of the impacts to expect in a warming world."

Accurate humidity yields higher future temperatures

Estimates based on observations show that the relative humidity in the dry zones averages between about 15 and 25 percent, whereas many of the models depicted humidities of 30 percent or higher for the same period. The models that better capture the actual dryness were among those with the highest ECS, projecting a global temperature rise for doubled carbon dioxide of more than 7 degrees F. The three models with the lowest ECS were also the least accurate in depicting relative humidity in these zones.

"Because we have more reliable observations for humidity than for clouds, we can use the humidity patterns that change seasonally to evaluate climate models," says Trenberth. "When examining the impact of future increases in heat-trapping gases, we find that the simulations with the best fidelity come from models that produce more warming."

The authors focused on climate models used for the 2007-08 assessment by the Intergovernmental Panel on Climate Change. The next-generation models being used for the upcoming 2013-14 IPCC assessment were found to behave in a similar fashion, as described in a preliminary analysis by the authors in a supplement to their paper.

"In addition to providing a path forward and focus for improving models, results strongly suggest that the more sensitive models perform better, and indeed the less sensitive models are not adequate in replicating vital aspects of today's climate," write the authors in the paper.

The research was funded by NASA.

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# Greenhouse Gas Volumes Reached New High in 2011

Atmospheric volumes of greenhouse gases blamed for climate change hit a new record in 2011, the World Meteorological Organization (WMO) said in its annual Greenhouse Gas Bulletin on Tuesday.

| Tuesday, November 20, 2012

GENEVA (Reuters) - Atmospheric volumes of greenhouse gases blamed for climate change hit a new record in 2011, the World Meteorological Organization (WMO) said in its annual Greenhouse Gas Bulletin on Tuesday.

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The volume of carbon dioxide, the primary greenhouse gas emitted by human activities, grew at a similar rate to the previous decade and reached 390.9 parts per million (ppm), 40 percent above the pre-industrial level, the survey said.

It has increased by an average of 2 ppm for the past 10 years.

Fossil fuels are the primary source of about 375 billion metric tonnes (413.37 billion tons) of carbon that has been released into the atmosphere since the industrial era began in 1750, the WMO said.

WMO Secretary-General Michel Jarraud said the billions of tonnes of extra carbon dioxide would stay in the atmosphere for centuries, causing the planet to warm further.

"We have already seen that the oceans are becoming more acidic as a result of the carbon dioxide uptake, with potential repercussions for the underwater food chain and coral reefs," he said in a statement.

Levels of methane, another long-lived greenhouse gas, have risen steadily for the past three years after leveling off for about seven years. The reasons for that evening out are unclear.

Growth in volumes of a third gas, nitrous oxide, quickened in 2011. It has a long-term climate impact that is 298 times greater than carbon dioxide.

The WMO, the United Nations' weather agency, said the three gases, which are closely linked to human activities such as fossil fuel use, deforestation and intensive agriculture, had increased the warming effect on the climate by 30 percent between 1990 and 2011.

The prevalence of several less abundant greenhouse gases was also growing fast, it said.

Sulphur hexafluoride, used as an electrical insulator in power distribution equipment, had doubled in volume since the mid-1990s, while hydrochlorofluorocarbons (HCFCs) and hydrofluorocarbons (HFCs) were growing at a rapid rate from a low base.

But chlorofluorocarbons (CFCs) and most halons were decreasing, it said.

(Reporting by Tom Miles; Editing by Lisa Shumaker)

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A-10

# MEMORANDUM

**TO:** Village President and Village Board

**FROM:** Mark Franz, Village Manager

**DATE:** November 21, 2012

**RE:** Village Goals

## Background

Enclosed are the updated Village goals that were discussed and approved by the Village Board early this year. These goals are the result of strategic planning sessions conducted in late 2011. From those sessions, the Village identified the following strategic issues:

- Economic Development
- Customer Service
- Infrastructure
- Human Resources
- Partnerships
- Funding
- Downtown Plan

This report and brief presentation provides an update on the goals associated with these strategic issues, which have been our priority over the last few months. Attached is the spreadsheet of the Village Goals as well as a CIP Scorecard tracking progress on all capital projects included in this year's CIP.

## Recommendation

For discussion purposes only, no action is requested at this time.

## Attachments

- Village Mission Vision Goal—*As of 11/21/12*
- CIP Scorecard—*As of 11/21/1*

# VILLAGE MISSION VISION GOALS

## Economic Development

| Goals | Type | Started | Year | On track | Complete | Comments | Dept. |
|---|---|---|---|---|---|---|---|
| Evaluate possibility of Roosevelt Road TIF by conducting feasibility report and workshop with Village Board by November 1, 2012 | S | Yes | 2012 | 11/1/12 | | Delayed somewhat, but is expected to be discussed with the Village Board this CY. | Admin (VM/K. Schrader) |
| Develop RFP for 825 N. Main and implement redevelopment plan by April 1, 2013 | I | Yes | 2011 | 4/1/13 | | Hired consultant, reviewing analysis, will discuss with the VB over next few months | Plan/Devel |
| Execute plan for redevelopment of one parcel in Roosevelt Road commercial district by April 1, 2013 | I | Yes | 2012 | 4/1/13 | | Oberwies project approved. Completed | Plan/Devel |
| Develop an Economic Development Plan by April 1, 2013 which includes | H | Yes | 2010 | 4/1/13 | | | EDC |
| Target areas for economic development | I | Ongoing | 2011 | Ongoing | | | EDC |
| A marketing plan for economic development | I | Ongoing | 2011 | Ongoing | | | EDC |
| A policy for growth and redevelopment to attract developers in a strategic way | I | Ongoing | 2011 | Ongoing | | | EDC |
| Economic Development Incentive Guidelines including those for TIF and general development | I | Yes | 2011 | 10/1/12 | | Completed | EDC |
| Develop a plan to streamline development approvals and reviews, permits, and business opening process in the Village by May 1, 2013 | H | No | 2009 | Yes | | Start 9/15/12; Complete 5/1/13 | Plan/Devel |
| Establish related volunteer committee by October 1, 2012 | I | No | 2011 | Maybe | | Task Force was created and has provided some early direction, need to set up next meeting | |
| **Supplemental Goals** | | | | | | | |
| Establish economic development advisory counsel by November 1, 2012 | I | Yes | 2012 | 1/1/13 | | Modified the target date | ED |
| Village Links generates an annual operating profit large enough to cover all debt service and $100,000 in capital expenditures starting this fiscal year by May 1, 2013 and thereafter. | I | Yes | 2010 | Ongoing | | Performance standard -- good year is goal to achieve every year | Village Links |
| Secure three commercial property annexation agreements by May 1, 2013 | H | Yes | 2010 | | | SD89 Building, Theater Guild,= complete; CC Business Park to be completed by 5/1/13 | Plan/Devel |

**TOTAL: 3/10**

# Infrastructure

| Goals | Type | Started | Year | On track | Complete | Comments | Dept. |
|---|---|---|---|---|---|---|---|
| **Major Project:** Consolidate the Village's long-term capital plans/major maintenance items into a single 20-year schedule including repair, replacement and future development projects and estimated costs by November 1, 2012. (Include GEVFC and Village Links.) | S | Yes | 2009 | 11/1/12 | | PW, Facilities, Recreation, IT, and other Departments are updating long range plans prior to completing the 5-Year CIP | Admin (VM) |
| **Major Project:** Complete extensive Village Links renovation by Spring, 2013 by meeting set milestones as published. | H | Yes | 2009 | 5/1/13 | | Approved by Village Board, tracking value engineering and overall costs, as well as closely overseeing construction project | Rec |
| **Major Project:** With Park District, complete analysis, plan and begin implementation of Lake Ellyn and Riford channel improvements to significantly reduce flooding in that area by January 1, 2013 | H | Yes | 2010 | 1/1/13 | | Waiting on final engineering review to be completed | PW |
| **Be good stewards of Village-owned property** | | | | | | | |
| Complete Civic Center space needs study and incorporate recommended actions in the CIP by November 1, 2012 | S | Yes | 2011 | Yes | | Ongoing - Close to Target | Admin (VM) and PD |
| Engineer solutions to pedestrian connectivity issues between DuPage Blvd and Nicoll Way along Route 53 by May 1, 2013. | S | Yes | 2012 | 5/1/13 | | Meeting with Engineer on 10/2 & reviewing alternatives | PW |
| Reopen the Village Arboretum and repair Panfish Park by December 1, 2012 (complete punch list) | I | Yes | 2012 | | | Completed | PW/Rec |
| Complete native plantings in Manor Woods per annual schedule (200 plants) by September 1, 2012 | I | Yes | 2012 | 5/1/13 | | Completed - Ongoing | Rec |
| Open Village Bike Path by April 1, 2013 | I | Yes | 2011 | | | | PW |
| Test Village Attraction Signage at north and south gateways and along Roosevelt Road by December 1, 2012 | I | Yes | 2011 | 12/1/12 | | Working with President Pfefferman to discuss some design aspects, close to finalizing | PW |
| Enhance Village sidewalk policy by September 1, 2012 | I | Yes | 2012 | | 8/1/12 | Completed | PW |
| Develop and promote a community cost-share program for tree public tree replacement by October 1, 2012 | I | Yes | 2010 | | 9/1/12 | Completed | PW |
| **Supplemental Goals** | | | | | | | |
| Invest in sanitary sewer improvements to reduce inflow and infiltration throughout the Village including sewer lining and other areas of identified concern by April 1, 2013. | S | Yes | 2012 | Ongoing | Ongoing | Completed | PW |
| Complete Sign Code by March 1, 2013 | H | Yes | 2009 | 5/1/13 | | Reviewed and being updated to present to ARC | Plan/Devel |

**TOTAL: 6/13**

# Partnerships

| Goals | Type | Started | Year | On track | Complete | Comments | Dept. |
|---|---|---|---|---|---|---|---|
| Complete intergovernmental agreement with DuPage County and College of DuPage by June 1, 2012 | S | Yes | 2009 | Yes | 4/1/12 | Completed | Plan/Devel |
| **Ensure long-term viability of the Glen Ellyn Volunteer Fire Company by:** | | | | | | | |
| Implementing Fire Special Service Areas | I | Yes | 2009 | yes | 1/1/12 | Completed | Finance |
| Fully prosecuting alleged theft (ongoing) | I | Yes | 2011 | Ongoing | | Completed | Admin (VM) and VFC |
| Making public career benefit by August 1, 2012 | I | Yes | 2011 | 8/1/12 | | Completed | Admin (VM) and VFC |
| Evaluate joining the Fire Alliance and make recommendation by December 1, 2012 | I | Yes | 2012 | 11/1/12 | | Temporarily on hold | Admin (VM) and VFC |
| Completing an intergovernmental agreement with the Fire Company which outlines specific responsibilities of the Village and the GEVFC by April 1, 2013 | I | Yes | 2012 | 1/1/13 | | Working on this agreement, but still have much work to do; on hold | Admin (VM) and VFC |
| Redefine partnership goal regarding purchasing and/or expense elimination through collaboration, insourcing or outsourcing by January 1, 2013 | I | No | 2011 | | | Management is fully behind initiative, collaborating with other communities to joint purcahsing and RFP projects | Admin (VM) and Finance |
| Complete intergovernmental agreement (boundary) with Lombard by June 1, 2012 | I | Yes | 2010 | Yes | 3/1/12 | Completed | Plan/Devel |
| Resolve outstanding items, including lift station and billing, with College of DuPage by January 1, 2012 | I | Yes | 2012 | | | Lift station work is complete, other issues are not likely to be resolved. | Admin (VM) |
| Complete intergovernmental agreement with the Glen Ellyn Historical Society for History Park maintenance and operations by October 1, 2012 | H | Yes | 2010 | 12/15/12 | | This project has been delayed due to HS having a change in leadership | Admin (VM) |
| Complete an agreement with Chamber of Commerce for use of 810 N. Main by June 1, 2012 | I | Yes | 2010 | 1/1/13 | Completed | Agreement approved, work to begin this fall on building | Admin (VM) |
| Complete Glenbard Wastewater Authority agreement regarding cost share and proposed IGA amendments by April 1, 2013 | H | Yes | 2009 | | | Continue to work with GWA Management and Lombard on these issues | Admin (VM) |

**TOTAL: 6/12**

# Downtown Plan

| Goals<br>As a result of the downtown traffic study | Type | Started | Year | On track | Complete | Comments | Dept. |
|---|---|---|---|---|---|---|---|
| Add diagonal parking spaces to the 500 block of Duane Street by July 1, 2012 | I | Yes | 2012 | Yes | 7/12/12 | Completed | Public Works |
| Eliminate customer confusion over use of the Main/Pennsylvania lot by November 1, 2012 | I | Yes | 2012 | 12/1/12 | | Working on a plan | PD |
| Explore options to add parking spaces to the commercial block of Main, Crescent, Forest and Pennsylvania and make recommendations by April 1, 2013 | I | Yes | 2012 | | | Need to add street parking to parking map, and evaluate other options as part of streetscape study? | Plan/Devel? |
| Purchase Duane Street parcel and design and budget for new parking lot by May 1, 2013 | S | Yes | 2010 | Yes | | Engineering proposals being reviewed | Public Works |
| Conduct downtown streetscape and parking analysis with grant money and review results by February 1, 2013 | I | Yes | 2012 | 4/1/13 | | Committee established, interactive survey created and promoted, process continues, but will adjust deadline to April | Plan/Devel |
| Assist Alliance in establishing new branding program with kiosk and banners in downtown by July 1, 2012 | I | Yes | 2011 | Yes | 5/1/12 | Completed | Plan/Devel |
| Designate downtown as a historical district by April 1, 2013 | H | | 2010 | 9/1/13 | | Hired consultant and proceeding ahead, but need to modify date to September 2013 | Admin |
| Replace appropriate benches, sidewalks and fencing by December 1, 2012 | H | | 2009 | | | Completed | PW |

## Supplemental Goals

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Evaluate funding options and work with Metra/Union Pacific to advance the development of a pedestrian tunnel by February 1, 2013 | S | Ongoing | 2012 | 5/1/13 | 5/1/13 | This will be a long process, budget feasibility study next year | Admin (VM) and PW |
| Complete punchlist of downtown "mini-refresh" including plantings and evaluation of Prairie Path vegetation by December 1, 2012 | I | Yes | 2011 | 5/1/13 | | Will need next spring to complete some of these items | Public Works |
| Complete a Village wayfinding RFP, including downtown, by April 1, 2013 | H | Yes | 2009 | 4/1/13 | | On target, may hold until 2013 to complete other projects | Plan/Devel |

**TOTAL: 5/11**

**Key**

- On Schedule / Completed
- **Not Started / Concerned About Progress**
- Off Track

# Village of Glen Ellyn
## 2012/13 CIP Scorecard

| Project | Summary | Started | Completed | Comments |
|---|---|---|---|---|
| **Facilities Maintenance / Facilities Maintenance Reserve** | | | | |
| ***Civic Center*** | | | | |
| Climate Control | Address persistent HVAC System Issues | | | |
| ***Reno Center*** | | | | |
| Climate Control | Address persistent HVAC System Issues | | | |
| **Planning and Development Department** | | | | |
| Wayfinding Sign Design and Construction | Comprehensive Plan and Downtown Plan goal; Design parking and directional signs in the downtown; design attraction signs and directional signs throughout the community | | | Received 10 propoaals, internal review, will need a budget amendment do to budgeting omission |
| **Police Department** | | | | |
| Replacement of AED Units | 15 Units to replace failing equipment | | | |
| Replacement Computer | Livespan CPU manages fingerprinting process | | | |
| **Volunteer Fire Company** | | | | |
| Replace Generator | | | August | Emergency replacement, not budgeted; Completed |
| **Public Works Operations** | | | | |
| EAB Control Program | Removal of infected trees and stump grinding | | August | Scaled back prgram intentionally due to storm events |
| **Public Works - Equipment Services** | | | | |
| Fueling Station Replacement | The fueling station and underground tanks at the Public Works Facility require replacement due to a leak | | November | Complete |
| **Capital Projects Fund** | | | | |
| ***Roadway Projects*** | | | | |
| Taft Avenue | Extension of Taft behind Fresh Market, including various stormwater provisions | | | Glen Market development will be completed next FY. |
| 2012 Hawthorne Reconstruction | Complete reconstruction project of Hawthorne Avenue from the border of Wheaton to N. Ellyn Road | | September | Completed, closing out project |
| Lambert & Roosevelt | Right turn lane for northbound Lambert - STP Project - IDOT Contract - Glen Ellyn share of costs shown | | November | Completed, closing out project |
| Lenox - Linden | | | | Engineering approved by Village Board in August |
| Forest / Oak / Euclid | | | | Engineering approved by Village Board in August |
| 2013 Street Improvements | | | | Engineering approved by Village Board in August |
| North Park Boulevard LAPP | STP Project - IDOT Contract - Glen Ellyn share of costs shown | | | Engineering approved by Village Board in August |
| Crescent Reconstruction | STP Project - IDOT Contract - Glen Ellyn share of costs shown | | | Engineering approved by Village Board in August |
| Misc | Road Evaluation Study | | October | Completed, closing out project |
| ***Non-Roadway Projects*** | | | | |
| CBD Fences | Train Station Fence | | November | Scheduled to be completed this week. |
| | Crescent Boulevard Fence | | | Scheduled for the spring |
| CBD Benches | 10 Metal Benches | | | Benches purchased; 1st phase of fencing to be installed pending Board approval on 8/13/12 |
| Sidewalks | East Crescent, within Village limits | | | Deferred to Spring due to construction complications |
| | Fawell | | | Alignment on west end is not defined where path is to go through Culinary Arts Building area - need COD cooperation |
| | Crescent east of Park to Ellyn | | September | Completed |
| | Nicoll / Pershing / Route 38 / Route 53 Connections-Engineering and Design Costs | | | Engineering underway for Route 53 & Pershing intersection crosswalks and lambert Crosswalk |

# Village of Glen Ellyn
## 2012/13 CIP Scorecard

| Project | Summary | Started | Completed | Comments |
|---|---|---|---|---|
| | General Program | | September | Compete |
| Hill Avenue Bridge | Glen Ellyn share of engineering and construction costs, partnering with Lombard, the lead agency | | | Still in Phase 1 engineering; construction to begin 2014 |
| Nicoll Way Land Bridge | Bridge deck (partial) & curb replacement | | | Tentatively Scheduled for spring 2013 |
| Lake Ellyn Outfall Channel | Channel Rehabilitation - Total costs shown | | September | Complete, need to finalize easement |
| Storm Sewers | Braeside Localized Drainage - IKE PE Project - Total costs shown | | | Project progressing on schedule |
| Street Lighting | Roosevelt Road Street Light Painting | | August | Completed |
| Miscellaneous Projects | General Engineering including bike plan project | | | Bike Route to be completed in Spring 2013 |
| **Parking** | | | | |
| Duane - Lorraine Improvements | Reconstruction; begin engineering in FY13 | | | Proposals for engineering due on 8/14/12 |
| Duane / Glenwood Lot (New) | CMAQ Grant for construction and land purchase; Construction cost = $525,000; Engineering cost = $80,000; begin engineering in FY13; land costs = ?? | | | Proposals for engineering due on 8/14/12 |
| Parking Garage Feasibility Study/Land Acquisition | Plan and engineer downtown parking garage | | | Committee established, interactive survey created and promoted, process continues, but will adjust deadline to April |
| **MFT** | | | | |
| Material Storage Facility | Funding of salt and material storage facility. Total cost of the facility is $250,000 | | | Identifying locations, present recommendation to Village Board this winter |
| **Water** | | | | |
| Hawthorne Improvements | | | | Project under construction and on schedule |
| Newton Water Tank Recoating | Utility Service Company Agreement for tank maintenance | | | Need approval of long-term maintenance agreement with Utility Service Company, anticipated Fall of 2012 |
| General Rehabilitation and improvements | Would include extending water main to Glen Oaks CC at their expense | | | General maintenance is on track, CC is temporarily on hold |
| **Sanitary Sewer** | | | | |
| Hawthorne Improvements | | | September | Complete |
| SSES Follow-up | | | | Engineering project underway |
| Lining | Manhole and Sewer Lining Projects | | August | 2011 project complete; will investigate contract extension |
| Memory Court Lift Station | Lift Station Replacement | | | |
| **Grants** | | | | |
| Grants (1): Lambert Road Right Turn | Federal share of construction costs shown | | Complete | Project under construction and on schedule |
| Grants (4): Lake Ellyn Outfall Channel | Anticipated reimbursement from DuPage County | | Complete | Bids received; project will be under construction in August |
| Grants (5): Fawell Sidewalk | Anticipated reimbursement from College of DuPage | | | Alignment on west end is not defined where path is to go through Culinary Arts Building area - need COD cooperation |
| Grants (6): Braeside Localized Drainage Project | Anticipated reimbursement from DECO for construction expenses - IKE PE funding | | | Project bid opening on 8/23/12; construction fall of 2012 |
| Grants (7): Duane / Glenwood Parking Lot | Anticipated reimbursement from CMAQ for land acquisition and construction expenses | | | Engineering work has begun |