



Agenda  
Village of Glen Ellyn  
Regular Village Board Meeting  
Monday, September 9, 2013  
7:00 p.m. – Galligan Board Room

Village Board Meeting Procedures Statement

Visitors are most welcome to attend all meetings of the Village Board and can find copies of the Agenda on their chairs or online at [www.glenellyn.org](http://www.glenellyn.org) prior to the meeting. Meetings are taped and also televised on WideOpenWest Channel 6, AT&T Channel 99, and Comcast Cable Services Channel 10. Any individual with a disability requiring a reasonable accommodation in order to participate in a meeting should contact Harold Kolze, Village of Glen Ellyn ADA Coordinator, 630-469-5000, at least five (5) business days in advance of the next scheduled meeting. All matters on the Agenda may be discussed, amended, and acted upon.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Village Recognition: *(Village Clerk Galvin)*
  - A. A new resident sent an email to the Public Works Department thanking them for the great job they do and commending all of the municipal employees for their attention to detail, professionalism and friendliness in making Glen Ellyn a wonderful place to live and visit.
  - B. The Village accepts the resignation of Leonore M. Neary, Environmental Commission Chair, and thanks her for her service.
5. Audience Participation
  - A. Open:

Members of the public are welcome to speak to any item *not* specifically listed on tonight's agenda for up to three minutes. For those items which are on tonight's agenda, the public will have the opportunity to comment at the time the item is discussed. In either case, please complete the Audience Participation form and turn it in to the Village Clerk. It is requested that, if possible, one spokesman for a group be appointed to present the views of the entire group. Speakers who are recognized are requested to step to a microphone and state their name, address and the group they are representing prior to addressing the Village Board.
6. Consent Agenda – The following items are considered routine business by the Village Board and will be approved in a single vote in the form listed below: *(Village Manager Franz)*

Motion to approve the following items including Payroll and Vouchers totaling \$1,906,964.20: *(Trustee McGinley)*

- A. Village Board Meeting Minutes:
  - 1. August 19, 2013 Village Board Tour of the Civic Center
  - 2. August 19, 2013 Workshop
  - 3. August 26, 2013 Regular Board Meeting

- B. Total Expenditures (Payroll and Vouchers) - \$1,906,964.20.

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

- C. Motion to approve the recommendation of Village President Alexander W. Demos that the following appointments and reappointments be made for Boards and Commissions:

Finance Commission

William A. Demos, student, for a term ending February 2014

Zoning Board of Appeals

James P. Bourke for a term ending May 2018

Larry K. LaVanway for a term ending May 2018

- D. Motion to waive Section 6-2-2.5 (Unnecessary Noise), and Section 4-5-7(G) (Portable Signs) of the Village Code and approve the St. Petronille Picnic on Saturday, September 14, 2013 located on the St. Petronille Parish grounds. *(Assistant to the Village Manager Schrader)*
- E. Ordinance No. 6162, An Ordinance Designating the Property Located at 644 N. Main Street as a Glen Ellyn Local Landmark. *(Assistant to the Village Manager Schrader)*
- F. Motion to approve an Interior Improvement Grant request in the amount of \$15,000 (conditional based upon retail or restaurant tenant) and Façade Improvement Grant request in the amount of \$15,000 to 535 Penn, L.L.C., opening at 535 Pennsylvania Avenue. *(Assistant to the Village Manager Schrader)*
- G. Ordinance No. 6163-VC, An Ordinance Amending the Village Code of the Village of Glen Ellyn, Title 3 Business Regulations, to Add a New Chapter 40 Hotels, Establishing Hotel Licensing Regulations and Amending Related Sections of the Village Code. *(Planning and Development Director Hulseberg)*

- 7. Village Manager Mark Franz, Assistant to the Village Manager Kristen Schrader and Consultant Bob Rychlicki of Kane McKenna & Associates will present information related to the proposed Roosevelt Road/Park Boulevard Tax Increment Financing District. Over the past several months, the Village has met all of the statutory and procedural requirements necessary to designate Roosevelt Road/Park Boulevard as a TIF District, with the next step being to hold a formal Public Hearing.

- A. Motion to open the Public Hearing to consider the approval of the proposed Roosevelt Road/Park Boulevard Business District Redevelopment Plan and the designation of the Roosevelt Road/Park Boulevard Project Area. *(Trustee Clark)*
- B. Motion to close the Public Hearing considering the proposed Roosevelt Road/Park Boulevard Business District Redevelopment Plan and the designation of the Roosevelt Road/Park Boulevard Project Area. *(Trustee Clark)*

8. Planning and Development Director Staci Hulseberg will present information about proposed annexation agreements for 21W180 and 21W200 Hill Avenue. The properties are located on the north side of Hill Avenue between Route 53 and Walnut Road directly west of the Hill Avenue bridge.
  - A. Motion to open the Public Hearing to consider annexation agreements with 21W180 Hill Avenue and 21W200 Hill Avenue. *(Trustee Elliott)*
  - B. Ordinance No. 6164, An Ordinance Approving Annexation Agreements for Properties Located at 21W180 Hill Avenue and 21W200 Hill Avenue. *(Trustee Elliott)*
  - C. Motion to close the Public Hearing considering annexation agreements with 21W180 Hill Avenue and 21W200 Hill Avenue. *(Trustee Elliott)*
  
9. Planning and Development Director Staci Hulseberg will present information on requests for approval of a Special Use Permit, Zoning Variations, and the Exterior Appearance of the Duane/Glenwood Parking Lot to be Located at 460-478 Duane Street.

Ordinance No. 6165, An Ordinance Granting Approval of a Special Use Permit, Zoning Variations and the Exterior Appearance for a Public Parking Lot to be Located at 460-478 Duane Street. *(Trustee Friedberg)*
  
10. Public Works Director Julius Hansen will present information on the Duane/Glenwood Metra Parking Lot project.
  - A. Motion to approve award of a contract to Hoppy's Landscaping, Inc. for the construction of the Duane/Glenwood Metra Parking Lot, in the amount of \$575,000 (including a 6% contingency) to be expensed to the Parking Fund. *(Trustee Ladesic)*
  - B. Motion to approve award of a construction oversight agreement to Rempe-Sharpe & Associates of Geneva, Illinois, in the amount of \$45,000 (including a 15% contingency) to be expensed to the Parking Fund. *(Trustee Ladesic)*
  - C. Motion to increase the appropriation for engineering services associated with the design of the Duane-Glenwood Metra Parking Lot project in the amount of \$4,416, for a revised total appropriation of \$34,416 to be expensed to the Parking Fund, and to increase the contract amount of the design services agreement with Rempe-Sharpe & Associates to provide for additional design expenses in the amount of \$8,521 resulting in a not-to-exceed amount of \$34,416. *(Trustee Ladesic)*
  
11. Reminders:
  - The next Village Board Workshop is scheduled for Monday, September 16, 2013 at 7:00 p.m. in Room 301 of the Glen Ellyn Civic Center.
  - The next Village Board Meeting is scheduled for Monday, September 23, 2013 at 7:00 p.m. in the Galligan Board Room of the Glen Ellyn Civic Center.
  
12. Other Business?
  
13. Adjournment

A-4B

fyi

----- Original Message -----

Subject: Environmental Commission

From: "Neary, Leonore" <[lneary@jic.edu](mailto:lneary@jic.edu)>

Date: Wed, September 04, 2013 10:29 am

To: "[ademosvb@glenellyninfo.org](mailto:ademosvb@glenellyninfo.org)" <[ademosvb@glenellyninfo.org](mailto:ademosvb@glenellyninfo.org)>

Hello Alex,

I need to let you know that it is necessary for me to resign as chair of the Environmental Commission. I have a work conflict on Tuesday evenings this semester and I feel that some of our other commissioners could do an excellent job of leading the commission forward. I would like to recommend that you appoint Adam Kreuzer as the new chair. He is an experienced, well respected, and very committed member of the commission. I have found my experiences as a commission member and chair to be very interesting and look forward to perhaps serving the village in another volunteer capacity in the future.

Sincerely,

Lee Neary, Chair Environmental Commission

**Minutes**  
**Village of Glen Ellyn Board of Trustees**  
**Workshop Meeting**  
**August 19, 2013**

The meeting was called to order at 7:05 p.m. by President Demos.

Present: President Alex Demos; Trustees Clark, Elliott, Ladesic, McGinley (arrived at 7:15 p.m.) and O'Shea. Village Clerk Galvin, Village Attorney Mathews. Staff present: Village Manager Franz, Assistant Village Manager Stonitsch, Police Chief Norton, Planning and Development Director Hulseberg, Finance Director Wachtel, I.T. Director Binkerd and Glen Ellyn Volunteer Fire Company Chief Bodony.

Trustee Friedberg was excused.

**Civic Center Space Needs Analysis Update**

Chief Norton explained that process to evaluate space began in earnest approximately 18 months ago. Different options are being considered and the costs vary depending on the scope of the project. Options include adding on to the Civic Center, with and without building a parking garage, working with the Park District on the use of the Main Street Recreation Center (MSRC) and Spring Avenue Recreation Center (SARC) and considering the purchase of other property available for sale to build a new Police Department.

Chief Norton expressed concerns over safety and liability factors to be taken into consideration at the current location.

Chief Norton introduced Mr. Brian T. Meade, Design Director, PSA-Dewberry, Inc., 25 S. Grove Ave., Elgin, IL.

Mr. Dewberry whose firm has worked with over 85 Police Departments gave an overview of their report including: Delivery of Services, Assets – Investments, Risk Management, Safety – Security and Bottom up Approval.

Per Mr. Dewberry's report:

Regarding some of the options presented. Mr. Dewberry remarked that most Police Departments have secure parking lots.

The existing space at the Civic Center is 44,988 square feet. 37% is used by the Village, 33% by the Police Department. There is poor wayfinding for the public; some areas should not be accessible to the public.

Trustee O'Shea asked how much has the Village grown with regard to annexations since the 1990's to accommodate the expenditure. Chief Norton stated that when annexations occur, an increase in patrol districts require an addition of 5 sworn officers.

Mr. Dewberry stated that Duane Street could be restructured to add additional parking spaces.

Chief Norton stated that an additional 10,000 square feet at the Civic Center would not cut it. Requirements for holding prisoners, requirements for holding minors and safety and space concerns for evidence all require additional space.

To use the Civic Center one plan allows for a one story addition which would take the parking from 78 to 66 parking spaces. Another plan would add a parking deck.

Trustee Elliott asked why the gym could not be used for additional space. Chief Norton responded that when the Civic Center was acquired the promise was made to have space available for public use. Furthermore, this would make the Police Department spread out over 5 levels, which is not an efficient use of space. Concerns regarding prisoners and evidence would still be an issue.

Trustee McGinley asked about the Police Department utilizing the entire first floor. Manager Franz responded that Finance/Cashiers occupying the first floor is to provide customer convenience.

Trustee O'Shea asked what the plan is to finance and if this would require a referendum. President Demos asked if the Police Department moved if there would still be a presence at the Civic Center. Chief Norton responded that there would be an office at the Civic Center for reporting and interviewing.

Chief Norton also stated that possible off site locations for a new Police Department include: 5-6 acres near Park Blvd. and Route 56, an area along Panfish Park, one of three homes located along Park Blvd outside of Panfish Park is already Village owned and the Spring Avenue Recreation Center property. SARC is owned by the Glen Ellyn Park District and the Park District is undergoing their own Space Needs Analysis. An indoor firing range would be included in the plans for a new police department.

Chief Norton also added that the costs for new construction could be in the 13-16 million dollar range. Trustee O'Shea asked if the SARC property could be retrofitted. Chief Norton responded that it would not be cost effective. The building would be torn down. On a side note, Chief Norton added that the dog park would be retained in the back of the property.

Trustee McGinley asked if the gun range would be sound proof.

Manager Franz stated that if the Police Department vacated the Civic Center, the 3<sup>rd</sup> floor could be reconfigured to add commercial rental space. Trustee Ladesic responded that the office space might be appropriate for the Park District or District 41. Trustee Ladesic also commented that District 41 is also considering the re-acquisition of SARC.

Trustee McGinley asked what the next steps in the process are. Manager Franz responded that 7 different alternatives to the Village's space needs have been identified. Some options will require debt service for 20 years; others can be addressed in the Capital Plan. Trustee McGinley followed up by asking how do we make this decision.

President Demos responded that tonight was this Board's first exposure to the space needs at the Civic Center and the Police Department. It is agreed that this is a desperate need. The next workshop meeting should just focus on the space needs.

Trustee McGinley would like to know the costs to acquire and build on the SARC property and what the Civic Center would look like without the Police Department. Mr. Meade responded that once the Police Department moves out of the Civic Center things can stay where they are and as money becomes available departments can move around.

Chief Norton commented that they should know in December – January from the Park District if the SARC property is in play. Trustee O'Shea asked if there is a preference, to which Chief Norton responded there is no preference.

President Demos commented that the Board will have to determine if they want to proceed with renovations at the Civic Center or to build a new police department. The Board will need to have a plan to move forward. The Board will need to have another meeting.

Trustee Elliott asked about plans for leasing the 3<sup>rd</sup> floor of the Civic Center. Among his questions were costs, amount of rent and who would the Village be renting to.

Regarding a new Police Department, Chief Norton stated that they would form an ad hoc Citizen's Advisory Committee.

### **Reverse 911/Rapid Emergency Notification**

Assistant Village Manager Stonitsch, IT Manager Binkerd, Police Chief Norton and Glen Ellyn Volunteer Fire Company Chief Bodony presented information on a Reverse 911/Emergency Notification to the Board.

This can be used before an event to warn, during an event to advise and keep residents informed and after to inform residents of clean up and additional refuse events.

In addition to storm events, such as the July 1, 2012 event and the April 2013 flood event this can be used for road/traffic notification, evacuations, criminal activity and post event bulletins such as those from FEMA. Also information such the recent boil order although that took place in unincorporated Glen Ellyn.

Currently the DuPage County Sherriff offers emergency notification but only to landlines.

Chief Norton stated they could partner with the schools.

Regarding costs estimates from different vendors: Nixle, Everbridge and Federal Signal, President Demos commented on Federal Signal's outstanding reputation. Chief Norton and Chief Bodony both responded that Federal Signal is their preference.

Trustee Elliott stated this is badly needed and would like to see the presentation shared with the School Districts and Park District.

### **GIS Presentation**

IT Manager Binkerd and Nate Rock, MGP, Inc., 701 Lee St., Des Plaines, IL presented information on GIS Public Tool Delivery. Since joining the GIS consortium in May 2013, MGP has been working to integrate Glen Ellyn GIS data into the Office MapOffice product. This offers detailed property information through the Village's Geographic Information Systems (GIS). Residents can use this tool to access information such as school district, polling locations, based on address locations. Additional data that can be included: water main locations, and sewer lines for internal use by staff.

Manager Franz commented that Glen Ellyn is the 23<sup>rd</sup> member of the GIS consortium.

Ms. Cam Page, 206 Hill Avenue, Glen Ellyn addressed the Board regarding a new police department. Ms. Page feels that the Police Department needs to move. Ms. Page hopes the Village gets aggressive on annexation; it is time for the police department to move. One advantage is a move will free up parking and space in and around the Civic Center. Ms. Page also remarked that she would like to see the police department move to Newton Park, where she said the south half of Newton Park, across from the Post Office is underutilized.

**Adjournment**

At 9:27 p.m. Trustee Elliott moved and Trustee Clark seconded the motion to adjourn the meeting.

Respectfully submitted,

Catherine Galvin,  
Village Clerk

**Minutes**  
**Regular Board Meeting**  
**Glen Ellyn Village Board of Trustees**  
**Monday, August 26, 2013**

**Call to Order**

Village President Demos called the meeting to order at 6:01 p.m.

**Roll Call**

Upon roll call by Village Clerk Galvin, Village President Demos and Trustees Clark, Elliott, Ladesic and O'Shea answered "Present". Trustee McGinley arrived at 6:08 p.m.

Trustee Friedberg was excused.

**Executive Session**

A motion was made and seconded to enter to Executive Session for the purpose of discussing the purchase of real property for the use of the public body, and the appointment, employment, compensation, discipline, performance, or dismissal of specific employees.

**Call to Order**

The meeting was called to order, into Open Session by President Demos at 7:01p.m.

**Roll Call**

Upon roll call by Village Clerk Galvin, Village President Demos and Trustees Clark, Elliott, Ladesic and McGinley answered "Present". Trustee O'Shea arrived at 7:04 p.m.

**Pledge of Allegiance**

President Demos asked Kristin Schrader to lead the Pledge of Allegiance.

**Village Recognition**

- A. A thankful resident called to compliment Victor Zarate, Emma Sprau and Kathryn Horn of Public Works for their professionalism in having a broken limb from an oak tree promptly removed
- B. Officer Steve Miko received a thank you note from the Philip Rock Center for his community education presentation.
- C. The Milton Township S.A.L.T Council sent a letter of thanks to Officer Steve Miko for his excellent presentation on the problem of teenagers and prescription drug abuse.

**Consent Agenda**

The following items presented by Village Manager Franz are considered routine business by the Village Board and will be approved in a single vote in the form listed below:

Motion to approve the following items including Payroll and Vouchers totaling \$2,032,643.36:

- A. Village Board Meeting Minutes:
  - 1. August 5, 2013 Strategic Planning Session
  - 2. August 12, 2013 Regular Meeting
- B. Total Expenditures (Payroll and Vouchers) - \$2,032,643.36.

The vouchers have been reviewed by Trustee Ladesic and by Manager Franz prior to this meeting, and are consistent with the Village's purchasing policy.
- C. Motion to designate Trustee Ladesic as Village President Pro Tem for the four-month period from September through December 2013.
- D. Motion to waive competitive bidding for a cooperative purchase which is an authorized exception in the purchasing policy to approve the purchase of two 2014 Ford F-350 dump trucks with snow plow equipment from Freeway Ford of Lyons, Illinois in the amount of \$121,187, through the Suburban Purchasing Cooperative, to be expensed to the Capital Outlay – Vehicles Fund.
- E. Motion to approve the annual Cottage Avenue Water Tower maintenance agreement with Utilities Service Company of Perry, Georgia in the not-to-exceed amount of \$22,000, to be expensed to the Water Division Maintenance Building & Grounds Fund.
- F. Motion to increase the appropriation of funds associated with the 2013/14 Tree Planting Program by \$35,000 for a revised total appropriation not-to-exceed \$72,000, to be expensed to the General Fund with a required budget amendment.
- G. Ordinance No. 6161-VC, An Ordinance to Amend Section 9-2-12 (Municipal Permit Parking Lots) and Section 9-5-8 (Schedule H; Parking Limits) of the Village Code regarding parking in the Main and Pennsylvania Parking Lot.

Manager Franz stated that Item G, Ordinance No. 6161-VC, An Ordinance to Amend Section 9-2-12 (Municipal Permit Parking Lots) and Section 9-5-8 (Schedule H; Parking Limits) of the Village Code regarding parking in the Main and Pennsylvania Parking Lot should be corrected. The Ordinance references 10 parking spaces, there are actually 12 parking spaces.

Trustee Elliott requested that Village Clerk Galvin correct errors in the August 12, 2012 Board Meeting Minutes.

President Demos clarified Item C, Motion to designate Trustee Ladesic as Village President Pro Tem for the four-month period from September through December 2013. Since the Board does not have a Vice-President, a Village President Pro Tem is assigned every 4 months.

Trustee Elliott inquired about Item F, Motion to increase the appropriation of funds associated with the 2013/14 Tree Planting Program by \$35,000 for a revised total appropriation not-to-exceed \$72,000, to be expensed to the General Fund with a required budget amendment.

Public Works Director Hansen responded that the Village has not been keeping up with tree planting for the last 2 planting seasons. With this group effort they should be caught up shortly. Trustee Ladesic asked if the Village could team up with the Park District. Director Hansen responded that as all taxing bodies are making do with less, the Park District most likely has their own responsibilities. They have, however discussed tree removal and cost savings by utilizing the same vendors, if possible.

Trustee Ladesic made a motion to approve the Consent Agenda, Items A-G. The motion was seconded by Trustee Elliott.

Upon roll call, Trustees Clark, Elliott, Ladesic, McGinley and O'Shea voted "Aye." Motion carried.

### **Agenda Item 7 - Purchase of a new Caterpillar Model 938K Front End Loader**

Public Works Director Julius Hansen presented information on the purchase of a new Caterpillar Model 938K Front End Loader.

The current Case 721 B Front End Loader has reached its maximum effective useful service life after 15 years of operation. Public Works uses this equipment for numerous tasks, rather than hire a contractor. This is the only equipment utilized for removing all the snow from the Central Business District which is a time sensitive night operation that must be performed without breakdowns.

Public Works sent out an RFP to three heavy construction equipment distributors. Case is a nice piece of equipment but came in third place. JCB submitted the lowest proposal as part of their involvement in a GSA contract. Public Works is convinced that Caterpillar is the better deal since the trade in value for the Cat is better than the JCB. The Public Works operators prefer the Cat and will be able to operative it more effectively and the Cat is made in the USA.

Trustee Clark mad a motion to approve the purchase of a new Caterpillar Model 938K Front End Loader from Patten Caterpillar of Elmhurst, Illinois in the total amount of \$140,450 to include the trade in of the 1998 Case 721B for \$35,750, to be expensed to the Capital Projects Fund. The motion was seconded by Trustee Ladesic.

Upon roll call, Trustees Clark, Elliott, Ladesic, McGinley and O'Shea voted "Aye." Motion carried.

### **Agenda Item 8 – 2013 Sanitary Sewer Lining Program**

Public Works Director Julius Hansen presented information on the 2013 Sanitary Sewer Lining Program.

Director Hansen stated that this is an increase in the scope of the work and to proactively request additional funding for the 2013 Sanitary Sewer Lining Program that is currently underway and which is consistent with the available funding.

This year's bid prices are approximately fourteen percent below last year's. With available funding remaining for sewer lining, Director Hansen would like to take advantage of the preferred pricing and perform additional work under the existing contract. The contractor, Insituform Technologies has reviewed the proposed additional work and they have agreed to maintain their pricing.

Trustee Ladesic made a motion to increase the appropriation of funds associated with the 2013 Sewer Lining Program by \$150,000, including an 8% contingency, for a revised total appropriation of \$500,000 for sanitary system improvements to be expensed to the Sanitary Sewer Fund and Resolution No. 13-17, A Resolution Concerning the Determination of the Glen Ellyn Village Board that Change Order No. 1 with Insituform Technologies for an Increase in the Contract Price of \$138,089 is Required for the 2013 Sewer Lining Program for a Revised Contract Cost of \$465,772. The motion was seconded by Trustee Clark.

Trustee Elliott stated that he would recuse himself from this vote due to the relationship between this vendor and his employer.

Upon roll call, Trustees Clark, Ladesic, McGinley and O'Shea voted "Aye." Motion carried.

## **Agenda Item 9: Chidester – Elm – Lenox – Lenox – Linden Improvements Project**

Professional Engineer Bob Minix presented information regarding Amendment No. 1 to the RHMG Engineering Services Agreement to incorporate the design of Elm and Chidester improvements to the Lenox-Linden Project to create the Chidester-Elm-Lenox-Linden Improvements Project.

In August 2012 the Board authorized funding of \$105,000 (including a 10% contingency fee) and approved an engineering services agreement with RHMG Engineers of Mundelein for the design of roadway and underground improvements associated with the rehabilitation of Lenox, between Hawthorne and Oak and Linden between Main and Lenox. Due to the number of design issues that arose during the preliminary engineering earlier this year – including parking configuration, street width, materials and construction of sidewalks – the project was postponed from its original 2013 construction timeframe to 2014.

Designated for construction in 2014 are sections of Elm and Chidester between Lenox and Riford. The proximity of this work to the Lenox-Linden Project, now parallel construction timeframes, logistical construction scheduling and familiarity of the consultant with these corridors (going back nearly 20 years) all combine to recommend expanding the current RHMG agreement to include the design of Elm and Chidester and development of a single Chidester-Elm-Lenox-Linden project. Amendment No. 1 to the RHMG services agreement in the amount of \$799,320 would raise the contract limit from \$95,000 to \$174,820. Additional funding in the amount from FY 14 Water, Sanitary, Sewer and Capital Projects funds is recommended to increase overall project funding to \$192,000, including a 10% contingency.

Trustee McGinley made a motion to increase the appropriation for engineering services associated with the Lenox-Linden Project performed by RHMG Engineers in the amount of \$87,000, for a revised total appropriation of \$192,000, including a 10% contingency, to be expensed to the Water, Sanitary Sewer and Capital Project Funds and to approve Amendment No. 1 to the engineering services agreement with RHMG Engineers for the Lenox-Linden Project to include the detailed design of Elm and Chidester between Lenox and Riford in the amount of \$79,320 resulting in a total, not-to-exceed fee of \$174,820 for the work.

Upon roll call, Trustees Clark, Elliott, Ladesic, McGinley and O'Shea voted "Aye." Motion carried.

## **Agenda Item 10 – 2013 Emerald Ash Borer Management Plan**

Public Works Director Julius Hansen presented information on the 2013 Emerald Ash Borer Management Plan.

The Emerald Ash Borer has killed millions of ash trees in the United States. EAB was confirmed in Glen Ellyn in March of 2009. In 2008, the parkway ash population was 1,172. Since 2009 the Village has removed 883 of those parkway ash trees in poor condition due to EAB, and has treated 685 ash trees in good condition with insecticide to protect against future infestation of EAB. Approximately 200 parkway ash trees will need to be removed in the coming year due to their poor condition from EAB infestation. The removal of trees in poor condition and treatment of trees in good condition is part of the Village's EAB Management Plan that was adopted in May 2010. This plan is updated regularly and ensures that the Village continues to maintain its parkway ash tree population. The public ash tree population will continue to be monitored by staff.

Private property ash trees are a different matter. Since 2011 the Village has been working to inform homeowners that treatment or removal of ash trees is critical to stopping the spread of EAB. Early in 2011 letters were sent to all residents who had parkway ash trees adjacent to their homes that were not being treated or removed. Pricing and contact information for contractors who agreed to treat both parkway ash trees and ash trees on private property at a reduced cost were provided. In the summer of 2011 all parkway ash trees were tagged with information about EAB. Residents were urged to identify ash trees on their property and treat them for EAB or risk losing them to infestation.

The Village will continue to emphasize to residents over the coming months and years that the removal of, or treatment of ash trees on private property are the only choices available to manage EAB. Property owners should treat ash trees now that are in good condition located on private property to prevent them from becoming victims of

EAB or remove them if already infested. In 2012 the Village notified 68 homeowners that their trees were infested with EAB on their private property that had to be removed. As of August 21, 2012 EAB was identified in private ash trees on 40 properties, and these homeowners have been notified.

President Demos asked if the Recreation Department is following the EAB Management Plan at the Village Links and other Village facilities. Director Hansen offered to find out.

Trustee Clark asked if parkway ash trees that were removed are replaced. Director Hansen responded that parkway trees that are removed are replaced. There is also a cost share program that was introduced last year. Residents can donate \$85 and help pick out a replacement tree. Over 50 residents participated in the cost share program. This year 26 residents have participated.

Trustee O'Shea asked if residents can plant their own parkway tree. Director Hansen responded that can, but Village approval is required.

Trustee O'Shea made a motion to approve the 2013 Emerald Ash Borer Management Plan. The motion was seconded by Trustee McGinley.

Upon roll call, Trustees Clark, Elliott, Ladesic, McGinley and O'Shea voted "Aye." Motion carried.

### **Agenda Item 11 – Proposed Hotel Licenses Ordinance (*Discussion Only*)**

Planning and Development Director Staci Hulseberg presented information on a proposed Hotel Licenses Ordinance for Discussion Only.

The proposed Hotel Licenses Ordinance is to address maintenance conditions and criminal activity at existing hotels in Glen Ellyn. This could improve the facilities by establishing minimum health, safety and operational requirements. The Village Code includes provisions for licensing approximately 30 types of businesses but hotel facilities are not included. The Planning and Development Department researched hotel regulation in approximately 25 municipalities, prepared a preliminary draft, reviewed the draft with Village attorneys and the owner's representatives, edited these regulations based on their comments and concerns, and prepared the draft ordinance for discussion tonight.

The Planning and Development Department receives a significant number of complaint calls from the residents at America's Best/Budgetel Inn & Suites regarding bed bug infestations, unsanitary conditions, water and heat problems, and other facility deficiencies. The Department's inspections have revealed safety and maintenance violations that required correction or repair. The Planning and Development Department has issued citations for maintenance issues that have been heard in court. The Police Department also receives a significant number of calls about nuisances and illegal activities on the premises. Although some violations have resulted in citations and court action, building management takes reasonably prompt corrective action. However, similar problems or activities continually occur and ownership appears to be unwilling, or unable to make the permanent changes necessary to ensure the facility is properly maintained, managed and operated to reduce the complaints and violations.

Director Hulseberg added that America's Best/Budgetel Inn & Suites actively rents 30% of the facility for extended stay. Extended stay is defined as a unit intended and designed for temporary occupancy containing a living and sleeping area, and sanitation and cooking facilities with a rental agreement generally for 5 days or longer.

The proposed ordinance would require hotels to be licensed. An investigation and inspection of the property will be required upon receipt of a hotel license application. The investigation is to include all rental units, common areas, and equipment and storage spaces, building exteriors, the roof, and the site at reasonable times by code enforcement officers, building inspectors, sanitation inspectors, fire inspectors, or other authorities with jurisdiction for the purposes of determining compliance with the provisions of all applicable codes, ordinances, laws, rules and regulations pertaining to hotel activity.

Trustee McGinley asked if the inspection process would apply to all rentals: homes, condo, and apartments in the Village. Director Hulseberg responded that only hotels will be included in the proposed Hotel Licenses Ordinance. Trustee McGinley stated that she felt all residents in all rentals in the Village should be inspected, not just residents in hotels. Manager Franz suggested that this may affect personal property rights issues and Director Hulseberg responded that the Fire Company does inspect common areas of all commercial buildings, including apartment building annually.

Trustee Elliott stated that he would like to see this ordinance move forward.

Joe Kvapil, Building and Zoning Official stated that the proposed ordinance would make it unlawful for any person to occupy and extended stay rental for more than 365 days in a 2 year period for a transient rental and for more than 60 days in any 6 month period for an extended stay rental.

Trustee Clark asked about enforcement. Mr. Kvapil responded that the facility owner's records would be subject to inspection.

Mr. Kam Sheth, owner, Taft Investments, 675 Roosevelt Rd., Glen Ellyn, addressed the Board to state his concerns with the proposed ordinance. Mr. Sheth stated that he has 8 employees who reside at America's Best/Budgetel Inn & Suites as part of their employment compensation. Mr. Sheth would like to see those employees and their families exempt from the occupancy restrictions in the Ordinance. Manager Franz responded that employees should have to comply with the ordinance, just like the tenants will have to, that these facilities were not set up for long term living arrangements.

Mr. Sheth expressed concerns over the cost to bring his facilities into compliance with the ordinance and would like 180 days to comply after the ordinance passes.

Mr. Sheth also stated that the extended stay provision making it unlawful for a resident to occupy a unit for more than 60 days in any 6 month period is not enough time for construction workers staying for a longer time.

Ms. Linda Nagel, General Counsel, F & F Realty Ltd., property managers for Crowne Plaza Hotel addressed the Board to express concerns regarding section 3.39.9 of the ordinance which states: A minimum of 90% of all rental units in the hotel must be habitable and available or rented at all times unless otherwise authorized by the building and zoning officials for construction, alterations, evacuation, occupancy revocation, or other reasonable cause.

Ms. Nagle stated that at times, their parent company changes specific programs, for example, with bedding changes. These types of changes occur in non-peak rental times, can be handles in house, without the involvement of Village officials or permits but can result in non-compliance with this section of the ordinance. Director Hulseberg responded that her concerns have been addressed.

Trustee Ladesic asked Ms. Nagle if any Crowne Plaza employees reside at their facility. Ms. Nagle responded no.

Trustee Ladesic expressed concern that hotel rooms in the Village are being used as apartments. Director Hulseberg responded that a high percentage of units in the Village are being used for very long term extended stay and are transitioning to apartments, which they are not zoned for.

**Agenda Item 12 – Reminders:**

The next Village Board Meeting is scheduled for Monday, September 9, 2013 at 7:00 p.m. in the Galligan Board Room of the Glen Ellyn Civic Center.

## **Adjournment**

At 8:06 p.m. Trustee Elliott moved and Trustee McGinley seconded the motion to adjourn the meeting.

Respectfully submitted,

Catherine Galvin,  
Village Clerk

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MEMORANDUM

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**TO:** Mark Franz, Village Manager

**FROM:** Staci Hulseberg, Planning and Development Director  
Michele Stegall, Village Planner *MDS*

**DATE:** September 3, 2013

**RE:** Annexation Agreements  
21W180 and 21W200 Hill Avenue

*MDS*



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**Background.** In September of 2010, the Village entered into an intergovernmental agreement with Lombard for repairs to the Hill Avenue bridge. As part of the negotiations, the boundary line agreement between the communities was amended and two light industrial properties west of the bridge known as 21W180 and 21W200 Hill Avenue were transferred to Glen Ellyn's side of the boundary line. These two addresses consist of four parcels and four buildings. Three of the four parcels making up these two properties are currently connected to Lombard water and sanitary sewer. Lombard plans to disconnect these properties from their utilities once Glen Ellyn utilities become available. Therefore, staff has been working to negotiate annexation agreements with the owners of these properties which would allow them to connect to Glen Ellyn's utilities when they become available.

Agreements have been signed by the owners of both properties and are ready for Village Board consideration. The proposed agreements are attached and include virtually identical terms which are summarized below.

1. The owners agree to annex to Glen Ellyn upon their properties becoming contiguous to the Village limits.
2. The property owners will be able to connect to Glen Ellyn's water and sewer systems upon these utilities becoming available. The Village agrees to disconnect the properties from Lombard's utilities and connect them to Glen Ellyn's utilities when the water and sanitary sewer mains are extended and to waive all permit fees, connection fees and deposits. If any upgrades or improvements are needed to the private utility service lines to accommodate the connections, the property owners would be responsible to hire a private contractor and pay up to \$5000 of these costs.
3. The western parcel of 21W200 Hill Avenue is currently served by well and septic. The owner of this parcel will have up to five (5) years after utilities become available to connect this parcel to Glen Ellyn's water and sanitary sewer systems and will be responsible for paying all applicable permit and connection fees at the time of connection.
4. The owner of 21W200 Hill Avenue agrees to negotiate a grading easement on the east end of the property that is necessary to accommodate the reconstruction of the bridge.

5. The owner of 21W180 Hill Avenue agrees to grant the Village utility easements that will allow the Village to connect the water and sanitary sewer systems in the area from Crescent Boulevard to Hill Avenue and eventually loop these systems.
6. The properties would be subject to out-of-Village utility rates until such time as they are annexed.
7. The annexation fee for the properties would be waived.
8. The Village agrees to create a new light industrial zoning district for the properties within 6 months of the agreements being executed and to notify the property owners of all meetings related to the creation of this district.

Staff has also been in contact with the owner of the industrial property on the south side of Hill Avenue that Lombard also plans to disconnect from their utility system. We hope to bring an annexation agreement for that property to the Village Board in the future.

**Recommendation.** Village staff recommends approval of the proposed annexation agreements for 21W180 Hill Avenue and 21W200 Hill Avenue.

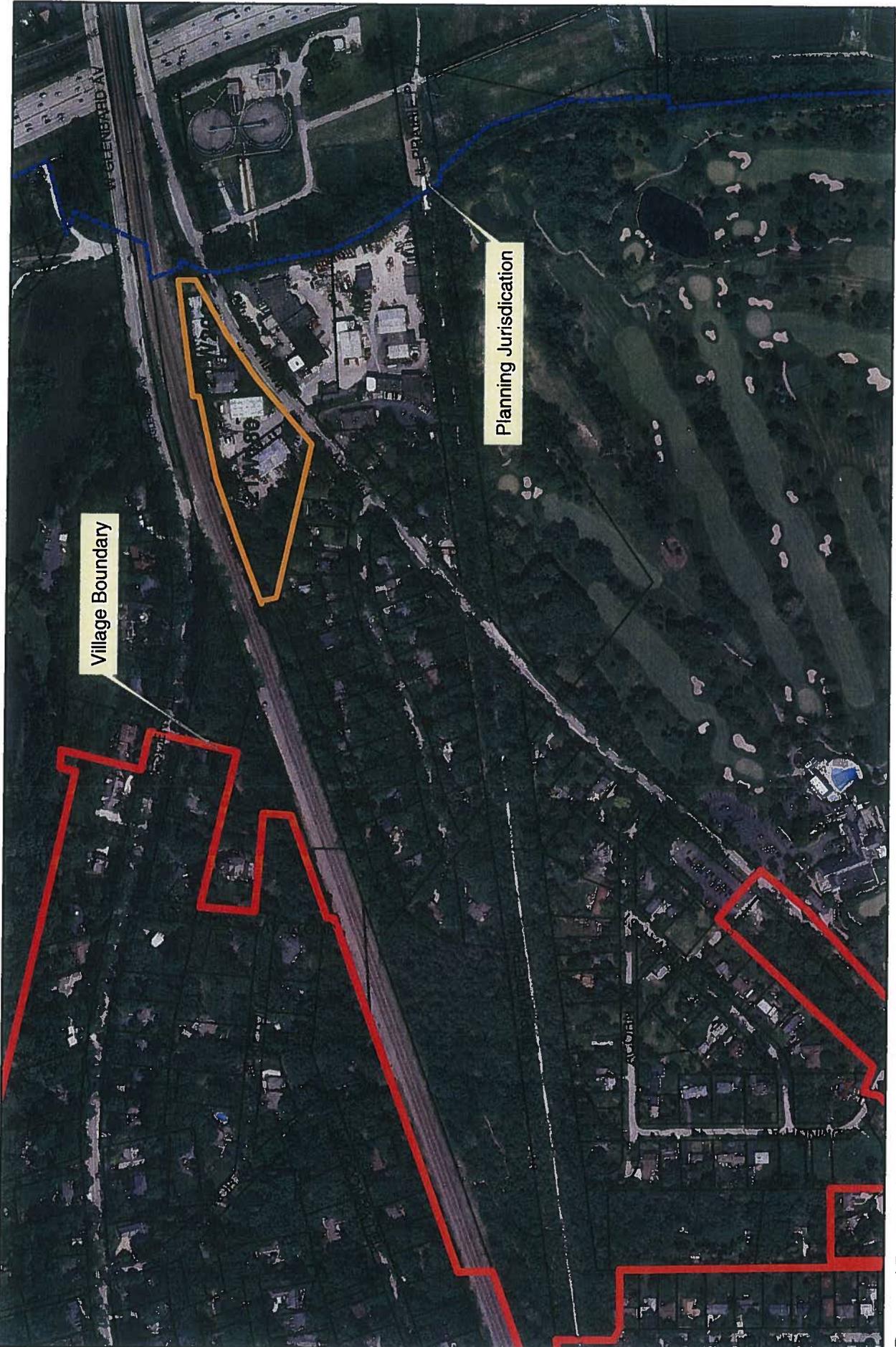
**Action Requested.** The Village Board is requested to hold a public hearing to consider the proposed annexation agreements and to act on the same.

**Attachments.**

- Aerial Photo
- Ordinance
- Proposed Annexation Agreements

Cc: Vincent Cuyler, owner 21W200 Hill Avenue  
Lynnea Herlien, Daughter of 21W180 Hill Avenue Owner with Power of Attorney

# 21W180 and 21W200 Hill Avenue



Village Boundary

Planning Jurisdiction



Prepared By: Planning and Development  
Date Prepared: August 30, 2013  
2009 Aerial Photo



**Village of Glen Ellyn**

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**Ordinance No. \_\_\_\_\_**

**An Ordinance Approving Annexation Agreements for  
Properties Located at 21W180 Hill Avenue and 21W200 Hill Avenue  
Glen Ellyn, IL 60137**

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**Adopted by the  
President and Board of Trustees of the  
Village of Glen Ellyn,  
DuPage County, Illinois  
This \_\_\_\_ Day of \_\_\_\_\_, 2013**

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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 \_\_\_\_\_, 2013

Ordinance No. \_\_\_\_\_

**An Ordinance Approving Annexation Agreements for  
Properties Located at 21W180 Hill Avenue and 21W200 Hill Avenue  
Glen Ellyn, IL 60137**

Whereas, Vincent Cuyler, owner of property located at 21W200 Hill Avenue and Lynnea Herlien, daughter of Jean Noorlag owner of 21W180 Hill Avenue, and acting under the authority granted to her by power of attorney, have agreed to enter into annexation agreements with the Village of Glen Ellyn for the aforementioned properties located on the north side of Hill Avenue between Route 53 and Walnut Road; and

Whereas, the subject properties are not located within the corporate limits of any municipality, are contiguous to the corporate limits of the Village of Glen Ellyn and are legally described as follows:

**21W180 Hill Avenue**

LOTS 1 AND 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300 AND CERTIFICATE OF CORRECTION RECORDED MAY 21, 1970 AS DOCUMENT NUMBER R70-15844 IN DUPAGE COUNTY, ILLINOIS.

P.I.N.s: 05-12-207-032 and 05-12-207-033; and

**21W200 HILL AVENUE**

PARCEL 1: LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, ALL IN DUPAGE COUNTY, ILLINOIS,

AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 1 IN VILLAGE PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2 OF SAID VILLAGE PARK KITCHENS RESUBDIVISION AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREES 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHEAST CORNER OF SAID LOT 1 FOR THE POINT OF BEGINNING; RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT , BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3321.38 FEET AND A CENTRAL ANGLE OF 02 DEGREES 04 MINUTES 19 SECONDS, AN ARC DISTANCE OF 120.10 FEET (MEAS., REC.=120.12') THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 12.79 FEET; THENCE EASTERLY A DISTANCE OF 69.97 FEET TO A POINT THAT IS 16.00 FEET NORTHERLY OF (MEASURED RADIALLY THERETO) THE NORTH LINE OF VILLA PARK KITCHENS RESUBDIVISION AS AFORESAID; THENCE CONTINUING EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED, 3,337.38'=CALC.), A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 17 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, AN ARC DISTANCE OF 50.75 FEET; THENCE SOUTHEASTERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 05-12-207-037

PARCEL 2:

LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323 IN DUPAGE COUNTY, ILLINOIS,

AND, ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LAYING NORTH OF AND ABUTTING LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREE 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTHERLY RADIAL TO THE LAST

DESCRIBED CURVE A DISTANCE OF 16.00 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED,3,337.38=CALC.), A CENTRAL ANGLE OF 01 DEGREE 16 MINUTES 50 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 74.60 FEET; THENCE EASTERLY ALONG A LINE THAT IS 16.00 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 176.18 FEET (DEED, 176.22'=MEAS.) TO A POINT THAT IS 16.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE, THE NORTHEAST CORNER OF LOT 2, AFORESAID; THENCE SOUTHERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N: 05-12-207-038; and

**Whereas**, the Village has issued, delivered and published all statutorily required notices regarding the consideration of the proposed annexation agreements; and

**Whereas**, in accordance with all statutorily required notices, on September 9, 2013, the Village Board conducted a public hearing on the proposed annexation agreements; and

**Whereas**, after due investigation and consideration and pursuant to the aforesaid public hearing, the President and Board of Trustees deem it in the best interest of the Village of Glen Ellyn to enter into the annexation agreements, attached hereto as *Exhibits "A "* and *"B"*.

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

**Section One:** The foregoing recitals and the preambles in the annexation agreements attached hereto as *Exhibits "A"* and *"B"* shall be, and are hereby, incorporated into and made a part of this Ordinance as if fully set forth in this Section One.

**Section Two:** The Village President and Village Clerk are hereby authorized and directed to execute and attest the annexation agreements for 21W180 Hill Avenue and 21W200 Hill Avenue, attached hereto as *Exhibits "A"* and *"B"* on behalf of the Village of Glen Ellyn.

**Section Three:** The Village Clerk is hereby authorized and directed to cause said annexation

agreements to be recorded with the Recorder of Deeds of DuPage County, upon the proper execution of the same on behalf of all of the parties, together with a certified copy of this Ordinance approving the execution of the annexation agreements on behalf of the Village of Glen Ellyn.

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

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

**Ayes:**

**Nays:**

**Absent:**

**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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## ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the VILLAGE OF GLEN ELLYN, an Illinois municipal corporation having its principal office in DuPage County, Illinois ("Village"), and G. VINCENT CUYLER AND BARBARA J. CUYLER ("Owners"). The Village and Owners are collectively referred to as ("Parties").

### RECITALS

A. The Owners are the Owners of record of two adjacent parcels of land totaling 1.08 acres commonly known as 21W200 Hill Avenue. The Property is located on the north side of Hill Avenue between Illinois Route 53 and Walnut Road and is not currently contiguous to the Village of Glen Ellyn. The subject Property is legally described on *Exhibit "A"* attached hereto and is identified for real estate purposes with P.I.N.s of 05-12-207-037 and 05-12-207-038 ("Property"). The Property is currently improved.

B. The Village is an Illinois home rule municipal corporation, having its principal office at 535 Duane Street, Glen Ellyn, Illinois.

C. The Owners desire to annex the Property to the Village, as soon as reasonably practicable following the establishment of contiguity between the corporate boundaries of the Village and the Property, pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, and agree to do all things necessary to assist in that process when the Village so requests, including the execution and delivery to the Village Clerk of a notarized annexation petition, which petition shall strictly conform to *Exhibit "B"* to this Agreement ("*Annexation Petition*").

D. The building on the western parcel is currently served by well water and the building on the eastern parcel is currently served by water from the Village of Lombard.

E. The Owners desire to disconnect the eastern parcel from the Lombard water system and connect it to the Village of Glen Ellyn water system upon Glen Ellyn water becoming available and to also connect the western parcel to the Village of Glen Ellyn water system.

F. The western parcel is currently served by a septic system and the eastern parcel is currently served by Village of Lombard sanitary sewer.

G. The Owners desire to disconnect the eastern parcel from the Lombard sanitary sewer system and connect the eastern parcel to the Village of Glen Ellyn sanitary sewer system upon Glen Ellyn sanitary sewer becoming available to the Property and to also connect the western parcel to the Village of Glen Ellyn sanitary sewer system.

H. A public hearing to consider this Agreement was noticed in the Daily Herald on \_\_\_\_\_ and was held by the Village President and Board of Trustees on \_\_\_\_\_.

I. The Village has published all notices as required by the Illinois Municipal Code 65 ILCS 5/11-15.1-3 *et seq.*

I. The annexation of the Property shall extend the corporate limits of the Village to the far side of any adjacent highway not heretofore annexed to any other municipality.

K. All other matters, in addition to those specifically referred to above, which are included in this Agreement, have been considered by the Parties, and the annexation of the Property will inure to the benefit and improvement of the Village by increasing the taxable value of the real property within the Village's corporate limits, extending the corporate limits and jurisdiction of the Village to the limits of the Property, promoting the sound planning and development of the Village, and otherwise enhancing and promoting the general welfare of the Village residents and taxpayers.

NOW, THEREFORE, the Owners and Village, in consideration of the mutual covenants herein contained, agree as follows:

1. Incorporation of Recitals. The recitals above are hereby incorporated by reference into this Agreement.

2. Legal Conformance with Law. This Agreement is made pursuant to and in accordance with the provisions of the Village of Glen Ellyn Village Code, and its home rule powers, as established in the Illinois Revised Statutes and the Illinois Constitution.

3. Annexation. Upon notification by the Village that the Property has become, in the opinion of the Village, adjacent and contiguous to the Village, the Owners (if still holding title to any portion of the Property) and each grantee(s) shall within 30 days (a) file a fully executed Annexation Petition in a form approved by the Village Attorney and substantially in accordance with the form of *Exhibit "B"* attached to this agreement and (b) provide Owners' proof of Ownership of the Property. A Plat of Annexation for the Property shall also be prepared by the Village. Upon, but not before the Village's receipt of the Annexation Petition, the Owners' proof of Ownership, and preparation of a Plat of Annexation, the Village's Corporate Authorities may adopt a valid and binding Annexation Ordinance providing for the annexation of the Property and any adjacent rights-of-way to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8. The Village Clerk shall then promptly cause the Annexation Ordinance, Plat of Annexation, and related documents, to be recorded in the Office of the DuPage County Recorder.

Alternatively, at the option of the Village, within 30 days after notice from the Village to do so, and subject to the provisions of 65 ILCS 5/7-1-2 *et. seq.*, or 65 ILCS 5/7-1-11, as amended, the Owners and/or their successors and assigns shall join in, and properly execute, an Annexation Petition to be filed with the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, and shall cooperate with the prosecution of the Petition before said court, provided, however, that the costs of any such litigation shall not be the responsibility of the Owners.

If all or a portion of the Property is conveyed prior to the annexation of the Property to the Village, whether by the Owners or other subsequent grantor, any contract for sale or other agreement relating to each and every such conveyance shall contain an acknowledgement by the grantee of the existence of this Agreement and the requirement that upon the Property becoming, in the opinion of the Village, adjacent and contiguous to the Village, the Property will be annexed to the Village. In addition, each such contract or other agreement shall contain an agreement by the grantee(s) to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the Village, including, but not limited to, execution of an Annexation Petition.

Should a court of competent jurisdiction determine that annexation of the Property was defective because of the failure of the Parties to follow a procedural requirement constituting a valid precondition to proper annexation of the Property, the Parties, including the successors and assigns of the Owners, agree to promptly cause the Property to be reannexed to the Village in a manner that satisfies all procedural requirements.

Should a court of competent jurisdiction determine that annexation of the Property by the Village was without lawful authority (i.e., lack of contiguity), the Parties agree that this Agreement shall be deemed a Pre-Annexation Agreement authorized pursuant to 65 ILCS 5/11-15.1-1, as amended, and shall remain in full force and effect to the extent permitted by law. Thereafter, should the Property become contiguous to the Village, the Parties, including the successors and assigns of the Owners, agree to promptly take all necessary steps as may then be provided by law to perfect the annexation of the Property to the Village.

4. Zoning. Within six (6) months of the approval of this Agreement, the Village will hold a public hearing and create a new light industrial zoning district. The Owners will receive advance notice of all public meetings and hearings of the Glen Ellyn Plan Commission at which the new light industrial zoning district is discussed. Because the parties to this Agreement desire to move quickly to cause the execution of this Annexation Agreement, the public hearing, before the Plan Commission required by law to take place before the Village Board can definitely act upon the light industrial zoning district, will not have yet taken place prior to the execution of this Agreement. For this reason, in the event that the Village does not within six (6) months of the date of the execution of this Agreement, approve a new light industrial zoning district, the Agreement shall be void and all the promises and obligations of the Owners shall be terminated. If, however, as is anticipated, the Village does adopt the aforementioned light industrial zoning district, it shall, upon the annexation of the subject Property, grant the light industrial zoning district to the subject Property.

Any existing use or condition of the Property, upon annexation, that does not comply with the requirements of Glen Ellyn's Zoning Code may continue and will be considered a permitted nonconforming use. The Owner's most current plat of survey documenting the existing conditions of the Property shall be submitted to the Village within thirty (30) days of approval of this Agreement and used in conjunction with aerial photographs and other plans, plats and similar documents to evidence the current uses and conditions of the site. Notwithstanding anything herein to the contrary, following annexation, any new tenants occupying the building shall conform to the use regulations of the applicable Village zoning district.

5. Water Service. The Owners desire to connect the eastern parcel to the Glen Ellyn water system upon Glen Ellyn water becoming available to the Property. The Owners agree to allow the Village to disconnect the eastern parcel from the Lombard water system and connect the eastern parcel to the Glen Ellyn water system upon Glen Ellyn water becoming available to the Property. The Owners further agree to connect the western parcel to the Glen Ellyn water system within five (5) years of Glen Ellyn water becoming available to the Property. The Owners shall meet all applicable ordinance requirements pertaining to such connections, including upgrades and other necessities. The Owners shall not be required to pay their proportionate share of any water main extension by the Village. The Village further agrees to waive all permit fees, connection fees and building permit deposits related to connecting the Owners' private service line from the eastern parcel to the Village's water main. The Owners shall pay all applicable permit fees, connection fees and building permit deposits at the time the western parcel is connected to the Glen Ellyn water system.

At the time that the Glen Ellyn water system is available to the Property, the Village of Glen Ellyn shall make a good faith effort to connect the eastern parcel and provide a suitably sized water service line connection terminating at a valve or B-box for future connection of the western parcel by the Owners. If improvements are needed to correct deficiencies or Owner responsible upgrades are required to make the connection to the eastern parcel, the Owner agrees to hire a contractor and to pay up to \$5000 of the private costs and charges associated with the connection of a private water service line to the Village of Glen Ellyn's water main with the Village paying any amount over \$5000. The Owners agree to hire a contractor and to pay all private costs and all charges associated with the connection of a private water service line to the Village of Glen Ellyn's water main for the western parcel. Any water service connections shall be inspected by Village staff to ensure that they are constructed in accordance with Village standards.

In the event that the Owners fail to petition Glen Ellyn for annexation in accordance with Section 3 above or fail to comply with any other provision of this Annexation Agreement, Glen Ellyn may, at its sole option, discontinue water service to the property and enforce this Agreement in a court of appropriate jurisdiction by specific performance.

6. Sanitary Sewer Service. The Owners desire to connect the Property to the Glen Ellyn sanitary sewer system upon Glen Ellyn sanitary sewer becoming available to the Property. The Owners agree to allow the Village to disconnect the eastern parcel from the Lombard sanitary sewer system and connect the eastern parcel to the Glen Ellyn sanitary sewer system upon Glen Ellyn sanitary sewer becoming available to the Property. The Owners further agree to connect the western parcel to the Glen Ellyn sanitary sewer system within five (5) years of Glen Ellyn sanitary sewer becoming available to the Property. The Owners shall meet all applicable ordinance requirements pertaining to such connections, including upgrades and other necessities. The Owners shall not be required to pay their proportionate share of any sanitary sewer extension by the Village. The Village agrees to waive all permit fees, connection fees and building permit deposits related to connecting the Owners' private service line from the eastern parcel to the Village's sanitary sewer main. The Owners shall pay all applicable permit and connection fees and building permit deposits at the time that the western parcel is connected to the Glen Ellyn sanitary sewer main.

At the time that the Glen Ellyn sanitary sewer system is available to the Property, the Village of Glen Ellyn shall make a good faith effort to connect the eastern parcel and provide a suitably sized sanitary sewer service line connection terminating at a clean out for future connection of the western parcel by the Owners. If improvements are needed to correct deficiencies or Owner responsible upgrades are required to make the connection to the eastern parcel, the Owner agrees to hire a contractor and to pay up to \$5000 of the private costs and charges associated with the connection of a private water service line to the Village of Glen Ellyn's water main with the Village paying any amount over \$5000. The Owners agree to hire a contractor and to pay all private costs and all charges associated with the connection of a private sanitary sewer service line to the Village of Glen Ellyn sanitary sewer main for the western parcel. Any sanitary sewer connections shall be inspected by Village staff to ensure that they are constructed in accordance with Village standards.

In the event that Owners fail to petition Glen Ellyn for annexation in accordance with Section 3 above or fail to comply with any other provision of this Annexation Agreement, Glen Ellyn may, at its sole option, discontinue sanitary sewer services to the Property and enforce this Agreement in a court of appropriate jurisdiction by specific performance.

7. Rates for Water and Sanitary Sewer Service. Until such time as the Property is annexed to Glen Ellyn, Owners agree to pay the usual and customary charges for water and sanitary sewer service for customers outside of Glen Ellyn's corporate limits, as may be established from time-to-time by the corporate authorities of Glen Ellyn. Upon annexation, the Owners shall pay the same rates for water and sanitary sewer services charged to customers inside the Village limits.

8. Fire Protection. The Property is currently served by the Village of Lombard Fire Department. Upon approval of this annexation agreement, the property will be disconnected from the Lombard Fire District and fire service will be provided by the Glen Ellyn Volunteer Fire Company. The Owners agree to pay their proportionate share of the cost of fire service by either becoming part of a Special Service Area approved by the Village on November 23, 2009 by the adoption of Ordinance 5822 and recorded with the DuPage County Recorder of Deeds as document number R2009-191157 which imposes a special tax on unincorporated properties for fire protection services provided by the Glen Ellyn Volunteer Fire Company (hereinafter "Fire SSA") or upon receiving an annual invoice, pay an amount equal to what would be charged against the Property, if the Property were included in the Fire SSA. Payments to support the Glen Ellyn Voluntary Fire Company will continue to be collected until such time as the Property is annexed to Glen Ellyn. Following annexation, the Village shall reimburse the Owners the proportional amount paid for fire service following the date of annexation and remove the Property from the Fire SSA, if appropriate.

In accordance with existing state law, the Lombard Fire District may require the Village to pay it an amount of money which, over a period of years, equals three (3) years of lost Fire Protection District taxes. If the Village is requested and obligated by law to pay lost real estate tax revenue to the Lombard Fire District, the Owner shall reimburse the Village for the actual amounts which the Village is required to pay.

9. Grading Easement. The Owners agree to negotiate in good faith an agreement granting the Village a grading easement on the east end of the Property as necessary in order to accommodate the reconstruction of the Hill Avenue bridge.

10. Village Codes. While the Property remains in unincorporated DuPage County, it shall be developed pursuant to the building and zoning regulations of DuPage County, except as otherwise provided herein. From and after the date of annexation of the Property to the Village, the Property shall be maintained in accordance with and pursuant to the Village Code of Glen Ellyn, including the building, subdivision, and zoning regulations contained therein, except as otherwise noted in Section 4 of this Agreement. Notwithstanding anything above to contrary, the Owners shall abide, prior to annexation, with all ordinance and regulations of the Village that relate to sanitary sewer service. In addition, the Owners shall with regard to new construction, renovation or expansion, be required to follow the Village Ordinances regarding sprinkler systems prior to and after annexation.

11. Hill Avenue. Hill Avenue shall continue to be maintained by the Village of Lombard until such time as the Property is annexed to Glen Ellyn or Hill Avenue is otherwise incorporated into Glen Ellyn as part of any agreement between Glen Ellyn and Lombard or the property on the south side of Hill Avenue is annexed to Glen Ellyn.

12. Village Address. Upon annexation to the Village, the Village will assign the appropriate Village addresses to the Property.

13. Waiver of Annexation Fee. The Village agrees to waive its usual and customary annexation fee for the Property upon annexation to the Village.

14. Term. The term of this Agreement will be 20 years from the date of execution hereof, which will be deemed to become effective on the date hereof.

15. Annexation Agreement Extension. At the option of the Village, the Village may extend this Annexation Agreement, at its conclusion, for an additional period of up to 20 years for a portion or all of the Property. If the Village wishes to exercise this option, it shall do so in writing not earlier than two years before the expiration of the Annexation Agreement, nor later than three months prior to this Agreement's initial termination date. Notice shall be sent in writing to (i) that entity that has paid the real estate property taxes during one of the last two years for the Property or that portion of the Property for which the Village wishes to extend this Agreement or (ii) to the record title holder of the Property or that portion of the Property for which the Village wishes to extend this Agreement. If the Village decides in its sole and absolute opinion to extend the term of this Agreement, the Village may do so whether or not the Property, or any portion of the Property, has been annexed to the Village. The Village may only extend the term of this Agreement once. In the event that the Village has not exercised the option to extend the term of this Agreement pursuant to this Section, and if the Property has not been annexed to the Village at this Agreement's initial termination date, the Village and the Owners may enter into a new Annexation Agreement in the manner provided by law. If the Village has been providing utility services to the non-annexed Property or any non-annexed

portions of the Property pursuant to this Agreement, it may terminate such utility service at the conclusion of this Agreement; provided, however, that the Village provide not less than one year prior written notice of such termination to (i) that entity that has paid the real estate property taxes during one of the last two years for the Property or that portion of the Property for which the Village desires to terminate any such utility service or (ii) to the record title holder of the Property or any portion of the Property for which the Village desires to terminate any such utility service.

16. General Provisions.

A. Severability. In the event that any portion of this Annexation Agreement will be found to be invalid by any court of competent jurisdiction, such finding of invalidity as to that portion will not affect the validity or enforceability of the balance of this Agreement.

B. Remedies. In addition to all rights and remedies specified in this Agreement, the Village will have the authority to pursue any and all rights and remedies, at law or in equity, to which it is entitled in order to enforce the terms of this Agreement. In the event that the Owners fail to comply, the Village may institute an action for specific performance along with other civil and quasi-criminal actions as permitted by law, and the Village may disconnect the water service. The Owners will be further liable for any attorney fees, court costs and other costs incurred by the Village as a consequence of the Village ' s enforcement of this provision.

C. Amendment. This Agreement may be amended from time to time with the consent of the parties, pursuant to Statute.

D. Conflict Regulations. The provisions of this Agreement shall supersede the provision of any Village Codes and Ordinances that may be in conflict with the provisions of this Agreement.

E. Enforcement. This Agreement shall be enforceable in any court of competent jurisdiction by either the Owners or the Village, and their respective successors and assigns, by an appropriate action at law or in equity, to secure the performance of the promises, obligations, and covenants in this Agreement, including the specific performance of this Agreement. The laws of the State of Illinois shall govern this Agreement. Any lawsuit enforcement filed against the Village of Glen Ellyn, or its officers, employees or independent contractors may only seek injunction, mandamus or specific performance for the enforcement of the agreement and may not seek damages.

F. Successors and Assigns and Ownership. This Agreement shall inure to the benefit of and be binding upon the Owners and Village and their respective successors and assigns. No conveyance, transfer or assignment of fee title in the Property or of this Agreement shall serve to release the Owners of their duties and obligations already undertaken under this Agreement. Both parties acknowledge by their signature to this Agreement that the statements made in this Annexation Agreement are true and that they have the authority to execute the Agreement and to bind the Village or the Owners.

G. Application of Ordinances. Upon annexation, the Property and its use will be subject to all Village ordinances generally applicable throughout the Village except as herein set forth.

H. Recording. The Village Clerk is hereby directed to cause this Agreement to be recorded with the Recorder of Deeds of DuPage County, following its execution and approval by the Village Board.

I. No Disconnection. Once the Property subject to this Annexation Agreement has been annexed to the Village, the Owners shall not petition the Circuit court to take any other action to cause the Property to be disconnected from the Village during the term of this Annexation Agreement or any extension to that term. In addition, the Owners may not during the term of this Annexation Agreement petition any other municipality or a court to permit annexation to another municipality.

J. Recitals and Exhibits. The recitals set forth in the beginning of this Agreement, and the exhibits attached hereto, are incorporated herein by this reference and shall constitute substantive provisions to this Agreement.

K. Captions and Paragraph Headings. The captions and paragraph headings used herein are for convenience only and shall not be used in construing any term or provision of this Agreement.

17. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("*e-mail*"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Glen Ellyn  
535 Duane Street  
Glen Ellyn, IL 60137  
Attn: Planning and Development Director

Notices and communications to the Owners shall be addressed to, and delivered at, the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Annexation Agreement to be executed by their duly authorized officers or individually, as the case may be, on \_\_\_\_\_, 2013.

VILLAGE OF GLEN ELLYN  
A Municipal Corporation:

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

OWNERS:

*A. D. ...*  
*Barbara J. ...*

BY: \_\_\_\_\_  
Village President

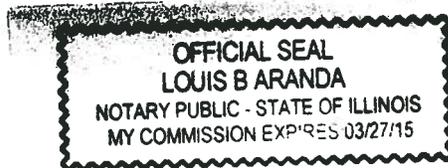
BY: \_\_\_\_\_

ATTEST:

SUBSCRIBED AND SWORN to  
before me this 9<sup>TH</sup> day of  
AUGUST, 2013.

BY: \_\_\_\_\_  
Village Clerk

  
\_\_\_\_\_  
Notary Public



STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DU PAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO  
HEREBY CERTIFY, that \_\_\_\_\_ personally known to me to be the  
President of the Village of Glen Ellyn, an Illinois municipal corporation, and  
\_\_\_\_\_, personally known to me to be the Clerk of said corporation, and  
personally known to me to be the same persons whose names are subscribed to the foregoing  
instrument, appeared before me this day in person and severally acknowledged that as such  
President and Clerk, they signed said instrument as the President and the Clerk of said  
corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to  
authority, given by the Board of Trustees of said corporation as their free and voluntary act, and  
as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

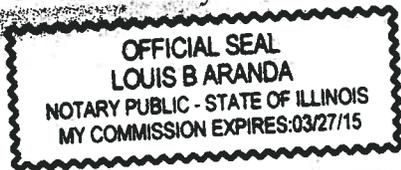
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DUPAGE        )

I, the undersigned, a Notary Public in and for the County of DuPage, Illinois, DO HEREBY CERTIFY that G. VINCENT CUYLER, personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 9<sup>TH</sup> day of AUGUST, 2013.



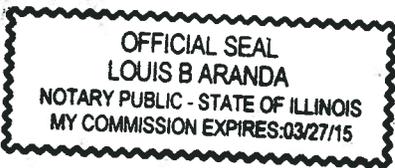
  
\_\_\_\_\_  
Notary Public

My Commission Expires: 3/27/15

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DUPAGE        )

I, the undersigned, a Notary Public in and for the County of DuPage, Illinois, DO HEREBY CERTIFY that BARBARA J. CUYLER, personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 9<sup>TH</sup> day of AUGUST, 2013.



  
\_\_\_\_\_  
Notary Public

My Commission Expires: 3/27/15

**EXHIBIT A  
LEGAL DESCRIPTION**

PARCEL 1: LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, ALL IN DUPAGE COUNTY, ILLINOIS,

AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 1 IN VILLAGE PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2 OF SAID VILLAGE PARK KITCHENS RESUBDIVISION AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREES 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHEAST CORNER OF SAID LOT 1 FOR THE POINT OF BEGINNING; RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT , BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3321.38 FEET AND A CENTRAL ANGLE OF 02 DEGREES 04 MINUTES 19 SECONDS, AN ARC DISTANCE OF 120.10 FEET (MEAS., REC.=120.12') THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 12.79 FEET; THENCE EASTERLY A DISTANCE OF 69.97 FEET TO A POINT THAT IS 16.00 FEET NORTHERLY OF (MEASURED RADIALY THERETO) THE NORTH LINE OF VILLA PARK KITCHENS RESUBDIVISION AS AFORESAID; THENCE CONTINUING EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED, 3,337.38'=CALC.), A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 17 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, AN ARC DISTANCE OF 50.75 FEET; THENCE SOUTHEASTERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 05-12-207-037

PARCEL 2:

LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323 IN DUPAGE COUNTY, ILLINOIS,

AND, ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LAYING NORTH OF AND ABUTTING LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE

PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREE 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE A DISTANCE OF 16.00 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED,3,337.38=CALC.), A CENTRAL ANGLE OF 01 DEGREE 16 MINUTES 50 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 74.60 FEET; THENCE EASTERLY ALONG A LINE THAT IS 16.00 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 176.18 FEET (DEED, 176.22'=MEAS.) TO A POINT THAT IS 16.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE, THE NORTHEAST CORNER OF LOT 2, AFORESAID; THENCE SOUTHERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N: 05-12-207-038

COMMONLY KNOWN AS 21W200 HILL AVENUE

X:\Plandev\PLANNING\ANNEXATIONS\Hill Avenue\Draft Agreement Culer 072010.doc

**EXHIBIT B**

**PETITION FOR ANNEXATION  
VILLAGE OF GLEN ELLYN, ILLINOIS**

TO THE GLEN ELLYN VILLAGE BOARD:

Petitioners on oath state as follows:

1. That the undersigned are the sole owners of record of all of the property described in Attachment A and commonly known as 21W200 Hill Avenue with P.I.N.s: of 05-12-207-037 and 05-12-207-038 (Subject Realty).
2. That this petition is executed by all of the owner(s) of record of the Subject Realty.
3. That no electors reside on the Subject Realty or, in the alternative, at least fifty-one percent (51%) of the electors residing on the Subject Realty have executed this petition.
4. That no portion of the property is within the corporate limits of any municipality.
5. That the Subject Property is either contiguous to the Village of Glen Ellyn, will be at the time of annexation, or may be contiguous when combined with other property annexing to the Village of Glen Ellyn.
6. That the property which the Petitioners desire to have annexed to the Village of Glen Ellyn is the property that is described in Attachment A attached hereto and made a part hereof.
7. That this Petition shall be in full force and effect from and after the date hereof and until the property is annexed to the Village of Glen Ellyn in agreement with State Law.

WHEREFORE, the applicants' petition that the property be annexed by ordinance to the Village of Glen Ellyn, Illinois, is in accordance with the appropriate statutes.

The undersigned, on oath, state that the undersigned have read the foregoing Petition for Annexation, have knowledge of the allegations contained therein, and that said allegations are true and correct to the best of the Petitioners' knowledge.

**Owners of Record of Subject Property:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC

## ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the VILLAGE OF GLEN ELLYN, an Illinois municipal corporation having its principal office in DuPage County, Illinois ("Village"), and WEST SUBURBAN BANK LAND TRUST NO. 3344 BY NOORLAG REAL ESTATE GROUP, LLC BY LYNEA R. HERLIEN, MANAGER ("Owner"). The Village and Owner are collectively referred to as ("Parties").

### RECITALS

A. The Owner is the Owner of record of two adjacent parcels of land totaling 2.82 acres commonly known as 21W180 Hill Avenue. The Property is located on the north side of Hill Avenue between Illinois Route 53 and Walnut Road and is not currently contiguous to the Village of Glen Ellyn. The subject Property is legally described on *Exhibit "A"* attached hereto and is identified for real estate purposes with P.I.N.s of 05-12-207-032 and 05-12-207-033 ("Property"). The Property is currently improved.

B. The Village is an Illinois home rule municipal corporation, having its principal office at 535 Duane Street, Glen Ellyn, Illinois.

C. The Owner desires to annex the Property to the Village, as soon as reasonably practicable following the establishment of contiguity between the corporate boundaries of the Village and the Property, pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, and agrees to do all things necessary to assist in that process when the Village so requests, including the execution and delivery to the Village Clerk of a notarized annexation petition, which petition shall strictly conform to *Exhibit "B"* to this Agreement ("*Annexation Petition*").

D. Each parcel of the Property is currently being served by water from the Village of Lombard.

E. The Owner desires to disconnect the Property from the Lombard water system and connect the Property to the Village of Glen Ellyn water system upon Glen Ellyn water becoming available to the Property.

F. Each parcel of the Property is currently served by Village of Lombard sanitary sewer.

G. The Owner desires to disconnect the Property from the Lombard sanitary sewer system and connect the Property to the Village of Glen Ellyn sanitary sewer system upon Glen Ellyn sanitary sewer becoming available to the Property.

H. A public hearing to consider this Agreement was noticed in the Daily Herald on \_\_\_\_\_ and was held by the Village President and Board of Trustees on \_\_\_\_\_.

I. The Village has published all notices as required by the Illinois Municipal Code 65 ILCS 5/11-15.1-3 *et seq.*

I. The annexation of the Property shall extend the corporate limits of the Village to the far side of any adjacent highway not heretofore annexed to any other municipality.

K. All other matters, in addition to those specifically referred to above, which are included in this Agreement, have been considered by the Parties, and the annexation of the Property will inure to the benefit and improvement of the Village by increasing the taxable value of the real property within the Village's corporate limits, extending the corporate limits and jurisdiction of the Village to the limits of the Property, promoting the sound planning and development of the Village, and otherwise enhancing and promoting the general welfare of the Village residents and taxpayers.

NOW, THEREFORE, the Owner and Village, in consideration of the mutual covenants herein contained, agree as follows:

1. Incorporation of Recitals. The recitals above are hereby incorporated by reference into this Agreement.

2. Legal Conformance with Law. This Agreement is made pursuant to and in accordance with the provisions of the Village of Glen Ellyn Village Code, and its home rule powers, as established in the Illinois Revised Statutes and the Illinois Constitution.

3. Annexation. Upon notification by the Village that the Property has become, in the opinion of the Village, adjacent and contiguous to the Village, the Owner (if still holding title to any portion of the Property) and each grantee(s) shall within 30 days (a) file a fully executed Annexation Petition in a form approved by the Village Attorney and substantially in accordance with the form of *Exhibit "B"* attached to this agreement and (b) provide Owner's proof of Ownership of the Property. A Plat of Annexation for the Property shall also be prepared by the Village. Upon, but not before the Village's receipt of the Annexation Petition, the Owner's proof of Ownership, and preparation of a Plat of Annexation, the Village's Corporate Authorities may adopt a valid and binding Annexation Ordinance providing for the annexation of the Property and any adjacent rights-of-way to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8. The Village Clerk shall then promptly cause the Annexation Ordinance, Plat of Annexation, and related documents, to be recorded in the Office of the DuPage County Recorder.

Alternatively, at the option of the Village, within 30 days after notice from the Village to do so, and subject to the provisions of 65 ILCS 5/7-1-2 *et. seq.*, or 65 ILCS 5/7-1-11, as amended, the Owner and/or her successors and assigns shall join in, and properly execute, An Annexation Petition to be filed with the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, and shall cooperate with the prosecution of the Petition before said court, provided, however, that the costs of any such litigation shall not be the responsibility of the Owner.

If all or a portion of the Property is conveyed prior to the annexation of the Property to the Village, whether by the Owner or other subsequent grantor, any contract for sale or other agreement relating to each and every such conveyance shall contain an acknowledgement by the grantee of the existence of this Agreement and the requirement that upon the Property becoming, in the opinion of the Village, adjacent and contiguous to the Village, the Property will be annexed to the Village. In addition, each such contract or other agreement shall contain an agreement by the grantee(s) to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the Village, including, but not limited to, execution of an Annexation Petition.

Should a court of competent jurisdiction determine that annexation of the Property was defective because of the failure of the Parties to follow a procedural requirement constituting a valid precondition to proper annexation of the Property, the Parties, including the successors and assigns of the Owner, agree to promptly cause the Property to be reannexed to the Village in a manner that satisfies all procedural requirements.

Should a court of competent jurisdiction determine that annexation of the Property by the Village was without lawful authority (i.e., lack of contiguity), the Parties agree that this Agreement shall be deemed a Pre-Annexation Agreement authorized pursuant to 65 ILCS 5/11-15.1-1, as amended, and shall remain in full force and effect to the extent permitted by law. Thereafter, should the Property become contiguous to the Village, the Parties, including the successors and assigns of the Owner, agree to promptly take all necessary steps as may then be provided by law to perfect the annexation of the Property to the Village.

4. Zoning. Within six (6) months of the approval of this Agreement, the Village will hold a public hearing and create a new light industrial zoning district. The Owner will receive advance notice of all public meetings and hearings of the Glen Ellyn Plan Commission at which the new light industrial zoning district is discussed. Because the parties to this Agreement desire to move quickly to cause the execution of this Annexation Agreement, the public hearing, before the Plan Commission required by law to take place before the Village Board can definitely act upon the light industrial zoning district, will not have yet taken place prior to the adoption of this Agreement. For this reason, in the event that the Village does not within six (6) months of the date of the execution of this Agreement, approve a new light industrial zoning district, the Agreement shall be void and all the promises and obligations of the Owner shall be terminated. If, however, as is anticipated, the Village does adopt the aforementioned light industrial zoning district, it shall, upon the annexation of the subject Property, grant the light industrial zoning district to the subject Property.

Any existing use or condition of the Property, upon annexation, that does not comply with the requirements of Glen Ellyn's Zoning Code may continue and will be considered a permitted nonconforming use. The Owner's most current plat of survey documenting the existing conditions of the Property shall be submitted to the Village within thirty (30) days of approval of this Agreement and used in conjunction with aerial photographs and other plans, plats and similar documents to evidence the current uses and conditions of the site. Notwithstanding anything herein to the contrary, following annexation, any new tenants occupying the building shall conform to the use regulations of the applicable Village zoning district.

5. Water Service. Each parcel of the Property is currently served by water from the Village of Lombard and the Owner desires to connect to the Glen Ellyn water system upon it becoming available to the Property. The Owner agrees to allow the Village to disconnect the Property from the Lombard water system and connect the Property to the Glen Ellyn water system upon Glen Ellyn water becoming available to the Property. The Owner shall meet all applicable ordinance requirements pertaining to such connections, including upgrades and other necessities. The Owner shall not be required to pay their proportionate share of any water main extension by the Village. The Village further agrees to waive all permit fees, connection fees and building permit deposits related to connecting the Owner's private service line to the Village's water main.

At the time that the Glen Ellyn water system is available to the Property, the Village of Glen Ellyn shall make a good faith effort to connect the Property as part of the water main extension project. If improvements are needed to correct deficiencies or Owner responsible upgrades are required to make a connection, the Owner agrees to hire a contractor and to pay up to \$5000 of the private costs and charges associated with the connection of a private water service line to the Village of Glen Ellyn's water main with the Village paying any amount over \$5000. Any water service connections shall be inspected by Village staff to ensure that they are constructed in accordance with Village standards.

In the event that the Owner fails to petition Glen Ellyn for annexation in accordance with Section 3 above or fails to comply with any other provision of this Annexation Agreement, Glen Ellyn may, at its sole option, discontinue water service to the property and enforce this Agreement in a court of appropriate jurisdiction by specific performance.

6. Sanitary Sewer Service. Each parcel of the Property is currently receiving sanitary sewer service from the Village of Lombard and the Owner desires to connect to the Glen Ellyn sanitary sewer system upon it becoming available to the Property. The Owner agrees to allow the Village to disconnect the Property from the Lombard sanitary sewer system and connect the Property to the Glen Ellyn sanitary sewer system upon Glen Ellyn sanitary sewer becoming available to the Property. The Owner shall meet all applicable ordinance requirements pertaining to such connections, including upgrades and other necessities. The Owner shall not be required to pay their proportionate share of any sanitary sewer main extension by the Village. The Village further agrees to waive all permit fees, connection fees and building permit deposits related to connecting the Owner's private service line to the Village's sanitary sewer main.

At the time that the Glen Ellyn sanitary sewer system is available to the Property, the Village of Glen Ellyn shall make a good faith effort to connect the Property as part of the sanitary sewer extension project. If improvements are needed to correct deficiencies or Owner responsible upgrades are required to make a connection, the Owner agrees to hire a contractor and to pay up to \$5000 of the private costs and charges associated with the connection of a private sanitary sewer service line to the Village of Glen Ellyn sanitary sewer main with the Village paying any amount over \$5000. Any sanitary sewer connections shall be inspected by Village staff to ensure that they are constructed in accordance with Village standards.

In the event that the Owner fails to petition Glen Ellyn for annexation in accordance with Section 3 above or fails to comply with any other provision of this Annexation Agreement, Glen Ellyn may, at its sole option, discontinue sanitary sewer services to the Property and enforce this Agreement in a court of appropriate jurisdiction by specific performance.

7. Rates for Water and Sanitary Sewer Service. Until such time as the Property is annexed to Glen Ellyn, the Owner agrees to pay the usual and customary charges for water and sanitary sewer service for customers outside of Glen Ellyn's corporate limits, as may be established from time-to-time by the corporate authorities of Glen Ellyn. Upon annexation, the Owner shall pay the same rates for water and sanitary sewer services charged to customers inside the Village limits.

8. Fire Protection. The Property is currently served by the Village of Lombard Fire Department. Upon approval of this annexation agreement, the property will be disconnected from the Lombard Fire District and fire service will be provided by the Glen Ellyn Volunteer Fire Company. The Owners agree to pay their proportionate share of the cost of fire service by either becoming part of a Special Service Area approved by the Village on November 23, 2009 by the adoption of Ordinance 5822 and recorded with the DuPage County Recorder of Deeds as document number R2009-191157 which imposes a special tax on unincorporated properties for fire protection services provided by the Glen Ellyn Volunteer Fire Company (hereinafter "Fire SSA") or upon receiving an invoice, pay an annual amount equal to what would be charged against the Property, if the Property were included in the Fire SSA. Payments to support the Glen Ellyn Voluntary Fire Company will continue to be collected annually until such time as the Property is annexed to Glen Ellyn. Following annexation, the Village shall reimburse the Owners the proportional amount for any payments for fire service following the date of annexation and remove the Property from the Fire SSA, if appropriate.

In accordance with existing state law, the Lombard Fire District may require the Village to pay it an amount of money which, over a period of years, equals three (3) years of lost Fire Protection District taxes. If the Village is requested and obligated by law to pay lost real estate tax revenue to the Lombard Fire District, the Owner shall reimburse the Village for the actual amounts which the Village is required to pay.

9. Utility Easements. The Owner agrees to grant the Village at no cost utility easements to allow the Village to extend water and sanitary sewer mains across the Property which will allow the Village to connect the water and sanitary sewer systems in the area from Crescent Boulevard to Hill Avenue. The areas of the easements to be established are identified on *Exhibits "C1" and "C2"* attached hereto. The Village will at its own cost, prepare all plats, agreements and other easement documentation related to the easement for execution by the Owner. The easement documentation will state, among other matters that any construction will be performed with minimal disruption to the Owner and any tenants on the Property, that the easement parcel will not materially conflict with any existing easements, and that the Property will be placed in at least as good a condition as existing prior to construction. The Owner shall not delay execution of these documents and shall sign them within 30 days of approval of the documents.

10. Village Codes. While the Property remains in unincorporated DuPage County, it shall be developed pursuant to the building and zoning regulations of DuPage County, except as otherwise provided herein. From and after the date of annexation of the Property to the Village, the property shall be maintained in accordance with and pursuant to the Village Code of Glen Ellyn, including the building, subdivision, and zoning regulations contained therein, except as otherwise noted in Section 4 of this Agreement. Notwithstanding anything above to contrary, the Owner shall abide, prior to annexation, with all ordinances and regulations of the Village that relate to water and sanitary sewer service. In addition, the Owner shall with regard to new construction, renovation or expansion, be required to follow the Village Ordinances regarding sprinkler systems prior to and after annexation.

11. Hill Avenue. Hill Avenue shall be maintained by the Village of Lombard until such time as the Property is annexed to Glen Ellyn or Hill Avenue is otherwise incorporated into Glen Ellyn as part of any agreement between Glen Ellyn and Lombard or the property on the south side of Hill Avenue is annexed to Glen Ellyn.

12. Village Address. Upon annexation to the Village, the Village will assign the appropriate Village addresses to the Property.

13. Waiver of Annexation Fee. The Village agrees to waive its usual and customary annexation fee for the Property upon annexation to the Village.

14. Term. The term of this Agreement will be 20 years from the date of execution hereof, which will be deemed to become effective on the date hereof.

15. Annexation Agreement Extension. At the option of the Village, the Village may extend this Annexation Agreement, at its conclusion, for an additional period of up to 20 years for a portion or all of the Property. If the Village wishes to exercise this option, it shall do so in writing not earlier than two years before the expiration of the Annexation Agreement, nor later than three months prior to this Agreement's initial termination date. Notice shall be sent in writing to (i) that entity that has paid the real estate property taxes during one of the last two years for the Property or that portion of the Property for which the Village wishes to extend this Agreement or (ii) to the record title holder of the Property or that portion of the Property for which the Village wishes to extend this Agreement. If the Village decides in its sole and absolute opinion to extend the term of this Agreement, the Village may do so whether or not the Property, or any portion of the Property, has been annexed to the Village. The Village may only extend the term of this Agreement once. In the event that the Village has not exercised the option to extend the term of this Agreement pursuant to this Section, and if the Property has not been annexed to the Village at this Agreement's initial termination date, the Village and the Owner may enter into a new Annexation Agreement in the manner provided by law. If the Village has been providing utility services to the non-annexed Property or any non-annexed portions of the Property pursuant to this Agreement, it may terminate such utility service at the conclusion of this Agreement; provided, however, that the Village provide not less than one year prior written notice of such termination to (i) that entity that has paid the real estate property taxes during one of the last two years for the Property or that portion of the Property for which the Village desires to terminate any such utility service or (ii) to the record title holder of the

Property or any portion of the Property for which the Village desires to terminate any such utility service.

16. General Provisions.

A. Severability. In the event that any portion of this Annexation Agreement will be found to be invalid by any court of competent jurisdiction, such finding of invalidity as to that portion will not affect the validity or enforceability of the balance of this Agreement.

B. Remedies. In addition to all rights and remedies specified in this Agreement, the Village will have the authority to pursue any and all rights and remedies, at law or in equity, to which it is entitled in order to enforce the terms of this Agreement. In the event that the Owner fails to comply, the Village may institute an action for specific performance along with other civil and quasi-criminal actions as permitted by law, and the Village may disconnect the water and sanitary sewer services. The Owner will be further liable for any attorney fees, court costs and other costs incurred by the Village as a consequence of the Village's enforcement of this provision.

C. Amendment. This Agreement may be amended from time to time with the consent of the parties, pursuant to Statute.

D. Conflict Regulations. The provisions of this Agreement shall supersede the provision of any Village Codes and Ordinances that may be in conflict with the provisions of this Agreement.

E. Enforcement. This Agreement shall be enforceable in any court of competent jurisdiction by either the Owner or the Village, and their respective successors and assigns, by an appropriate action at law or in equity, to secure the performance of the promises, obligations, and covenants in this Agreement, including the specific performance of this Agreement. The laws of the State of Illinois shall govern this Agreement. Any lawsuit enforcement filed against the Village of Glen Ellyn, or its officers, employees or independent contractors may only seek injunction, mandamus or specific performance for the enforcement of the agreement and may not seek damages.

F. Successors and Assigns and Ownership. This Agreement shall inure to the benefit of and be binding upon the Owner and Village and their respective successors and assigns. No conveyance, transfer or assignment of fee title in the Property or of this Agreement shall serve to release the Owner of her duties and obligations already undertaken under this Agreement. Both parties acknowledge by their signature to this Agreement that the statements made in this Annexation Agreement are true and that they have the authority to execute the Agreement and to bind the Village or the Owner.

G. Application of Ordinances. Upon annexation, the Property and its use will be subject to all Village ordinances generally applicable throughout the Village except as herein set forth.

H. Recording. The Village Clerk is hereby directed to cause this Agreement to be recorded with the Recorder of Deeds of DuPage County, following its execution and approval by the Village Board.

I. No Disconnection. Once the Property subject to this Annexation Agreement has been annexed to the Village, the Owner shall not petition the Circuit court to take any other action to cause the Property to be disconnected from the Village during the term of this Annexation Agreement or any extension to that term. In addition, the Owner may not during the term of this Annexation Agreement petition any other municipality or a court to permit annexation to another municipality.

J. Recitals and Exhibits. The recitals set forth in the beginning of this Agreement, and the exhibits attached hereto, are incorporated herein by this reference and shall constitute substantive provisions to this Agreement.

K. Captions and Paragraph Headings. The captions and paragraph headings used herein are for convenience only and shall not be used in construing any term or provision of this Agreement.

17. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("*e-mail*"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Glen Ellyn  
535 Duane Street  
Glen Ellyn, IL 60137  
Attn: Planning and Development Director

Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Annexation Agreement to be executed by their duly authorized officers or individually, as the case may be, on \_\_\_\_\_, 2013.

VILLAGE OF GLEN ELLYN  
A Municipal Corporation:

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

OWNER:

*Stephen A. Herlihy*  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Village President

BY: \_\_\_\_\_

ATTEST:

SUBSCRIBED AND SWORN to  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2013.

BY: \_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DU PAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO  
HEREBY CERTIFY, that \_\_\_\_\_ personally known to me to  
be the President of the Village of Glen Ellyn, an Illinois municipal corporation,  
and \_\_\_\_\_, personally known to me to be the Clerk of said corporation, and  
personally known to me to be the same persons whose names are subscribed to the foregoing  
instrument, appeared before me this day in person and severally acknowledged that as such  
President and Clerk, they signed said instrument as the President and the Clerk of said  
corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to  
authority, given by the Board of Trustees of said corporation as their free and voluntary act, and  
as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

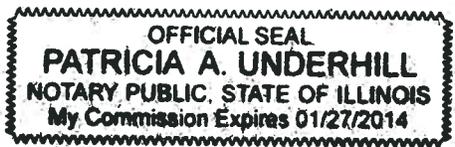
STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DUPAGE        )

I, the undersigned, a Notary Public in and for the County of DuPage, Illinois, DO HEREBY CERTIFY that LYNNER R. HERLIEN, personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 13<sup>th</sup> day of AUGUST, 2013.

Patricia A. Underhill  
Notary Public

My Commission Expires: 01/27/2014



**EXHIBIT A**  
**LEGAL DESCRIPTION**

LOTS 1 AND 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300 AND CERTIFICATE OF CORRECTION RECORDED MAY 21, 1970 AS DOCUMENT NUMBER R70-15844 IN DUPAGE COUNTY, ILLINOIS.

P.I.N.s: 05-12-207-032 and 05-12-207-033

Commonly known as 21W180 Hill Avenue

X:\Plandev\PLANNING\ANNEXATIONS\Hill Avenue\Draft Agreement Noorlag 083010.doc

**EXHIBIT B**

**PETITION FOR ANNEXATION  
VILLAGE OF GLEN ELLYN, ILLINOIS**

TO THE GLEN ELLYN VILLAGE BOARD:

Petitioners on oath state as follows:

1. That the undersigned are the sole Owner of record of all of the property described in Attachment A and commonly known as 21W180 Hill Avenue with P.I.N.s: of 05-12-207-032 and 05-12-207-033 (Subject Realty).
2. That this petition is executed by all of the owner(s) of record of the Subject Realty.
3. That no electors reside on the Subject Realty or, in the alternative, at least fifty-one percent (51%) of the electors residing on the Subject Realty have executed this petition.
4. That no portion of the property is within the corporate limits of any municipality.
5. That the Subject Property is either contiguous to the Village of Glen Ellyn, will be at the time of annexation, or may be contiguous when combined with other property annexing to the Village of Glen Ellyn.
6. That the property which the Petitioners desire to have annexed to the Village of Glen Ellyn is the property that is described in Attachment A attached hereto and made a part hereof.
7. That this Petition shall be in full force and effect from and after the date hereof and until the property is annexed to the Village of Glen Ellyn in agreement with State Law.

WHEREFORE, the applicants' petition that the property be annexed by ordinance to the Village of Glen Ellyn, Illinois, is in accordance with the appropriate statutes.

The undersigned, on oath, state that the undersigned have read the foregoing Petition for Annexation, have knowledge of the allegations contained therein, and that said allegations are true and correct to the best of the Petitioners' knowledge.

**Owner of Record of Subject Property:**  
 Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

Subscribed and sworn to before me this  
 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_  
 \_\_\_\_\_  
 NOTARY PUBLIC

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

Subscribed and sworn to before me this  
 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_  
 \_\_\_\_\_  
 NOTARY PUBLIC



LEGAL DESCRIPTIONS

TRACT A (PARENT TRACT):

LOT 1 OF HILL OAK SUBDIVISION BEING A SUBDIVISION IN THE NORTHEAST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPLE MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT R70-14300 AND CERTIFICATE OF CORRECTION RECORDED MAY 21, 1970 AS DOCUMENT R70-15844 IN DUPAGE COUNTY, ILLINOIS.

TRACT B (PERPETUAL EASEMENT):

THE SOUTH WESTERLY 15 FEET AND THE NORTH EASTERLY 10 FEET OF THE SOUTH WESTERLY 25 FEET OF THE NORTH WESTERLY 20 FEET OF LOT 1 OF HILL OAK SUBDIVISION BEING A SUBDIVISION IN THE NORTHEAST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPLE MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT R70-14300 AND CERTIFICATE OF CORRECTION RECORDED MAY 21, 1970 AS DOCUMENT R70-15844 IN DUPAGE COUNTY, ILLINOIS (AS MEASURED AT RIGHT ANGLES TO THE SOUTH WESTERLY AND NORTH WESTERLY LINES THEREOF).

TRACT C (TEMPORARY CONSTRUCTION EASEMENT):

THE NORTHEASTERLY 20 FEET OF THE SOUTHWESTERLY 35 FEET OF LOT 1 OF HILL OAK SUBDIVISION BEING A SUBDIVISION IN THE NORTHEAST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPLE MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT R70-14300 AND CERTIFICATE OF CORRECTION RECORDED MAY 21, 1970 AS DOCUMENT R70-15844 IN DUPAGE COUNTY, ILLINOIS (AS MEASURED AT RIGHT ANGLES TO THE SOUTH WESTERLY LINE THEREOF).

STATE OF ILLINOIS  
 COUNTY OF DUPAGE

THIS IS TO CERTIFY THAT THE PLAT HEREON DRAWN WAS PREPARED BY WALTER E. DEUCHLER ASSOCIATES, INC., AN ILLINOIS PROFESSIONAL LAND SURVEYING CORPORATION, FOR THE PURPOSE OF DELINEATING THE LIMITS OF AN EASEMENT. IT IS FURTHER CERTIFIED THAT SAID PLAT WAS PREPARED FROM EXISTING RECORDS AND THAT NO FIELD LAND SURVEY WAS PERFORMED.

DATED AT AURORA, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

ILLINOIS PROFESSIONAL DESIGN  
 CORPORATION NO. 1830

PREPARED BY AND RETURN TO: WALTER E. DEUCHLER ASSOCIATES, INC.  
 230 WOODLAWN AVENUE  
 AURORA, IL 60506

**WALTER E. DEUCHLER ASSOCIATES, INC.**  
*Consulting Engineers - Aurora, Illinois*

SHEET	2
OF	2

CAD DWG: \GE\05036\EASEMENTS.DWG			
DESIGNED LAM	APPROVED JWF	BOOK XXX	JOB NUMBER
DATE 08/05/09	SCALE NA	200-05036-00	

PLAT TO ACCOMPANY EASEMENT TO THE  
 VILLAGE OF GLEN ELLYN  
 LOT 1 OF HILL OAK SUBDIVISION

MEMORANDUM

**TO:** Mark Franz, Village Manager

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

**DATE:** September 3, 2013

**FOR:** September 9, 2013 Village Board Meeting

**RE:** Duane/Glenwood Commuter Parking Lot  
 Special Use Permit, Zoning Variation and Exterior Appearance

*SH*



**Background.** The Public Works Department has submitted applications for approval of a special use permit, zoning variations and the exterior appearance of a new 47-space commuter parking lot proposed at 460-478 Duane Street. The parking lot would be reserved for commuter use in the morning and available to the public after 11:00 a.m., similar to the Village’s other commuter lots. The subject property is located on the north side of Duane Street between Main Street and Prospect Avenue in the C5B Central Business District, Central Service sub-district.

The first phase of the downtown streetscape and parking study will be implemented with the project and will act as a pilot to showcase what the build-out of the plan might look like. The project incorporates sidewalk pavers, seatwalls, parkway trees, lighting and native landscaping all as recommended in the plan. The use of permeable pavers and native landscaping in the parking lot is also consistent with the recommendation to develop a “sustainable parking lot prototype”.

The following zoning and appearance approvals are needed to accommodate the project.

1. A special use permit for a public parking lot in accordance with Section 10-4-17.2(B)(27) of the Glen Ellyn Zoning Code.
2. The following variations from the Glen Ellyn Zoning Code:
  - a. A variation from Section 10-5-5(C) to allow an impervious surface setback of as little as zero feet in lieu of the minimum impervious surface setback of 14.9 feet required.
  - b. A variation from Section 10-5-8(I) to allow a parking space width of 8.5 feet in lieu of the minimum width of 9 feet required.
  - c. A variation from Section 10-5-13(M)2(a) to allow foot-candle levels as high as .7 along the southern property line in lieu of the maximum foot-candle level of .5 permitted.
  - d. A variation from Section 10-5-13(M)2(b) to allow light poles to be spaced as close as 50 feet apart in lieu of the minimum spacing of 72.32 feet (4 times the mounting height) required.

3. Exterior appearance approval in accordance with the Appearance Review Guidelines adopted by Ordinance 5508.

**History.** A 7-unit rowhouse development was approved on the site in May of 2009. The former structures on the property were demolished to make way for the project. However, the economy collapsed and the property was taken over by the bank. The site has since been vacant.

In September of 2012, the Village purchased the property for the purpose of constructing a new commuter parking lot and immediately transferred ownership to Metra who awarded the Village a \$851,810 CMAQ (Congestion Mitigation and Air Quality) grant for the project. After accounting for the cost of land acquisition, project design, project construction and project oversight, the out-of-pocket Village cost for the project is estimated to be approximately \$286,000.

**Architectural Review Commission Recommendation.** The Architectural Review Commission considered the proposed exterior appearance at a public meeting on August 28, 2013. By a vote of 7-0, the Architectural Review Commission recommended approval of the request.

**Plan Commission Recommendation.** The Plan Commission reviewed the requested special use permit and zoning variations at a public hearing on August 22, 2013. One person spoke at the hearing and asked general questions about the project. By a vote of 4-3, the Plan Commission recommended approval of the requested special use permit and zoning variations.

Those Commissioners voting against the project expressed concern about the requested variations for light pole spacing and parking space width as well as the Village ceding control of the lot to Metra. One Commissioner also indicated that he did not believe a parking lot was the highest and best use of the property.

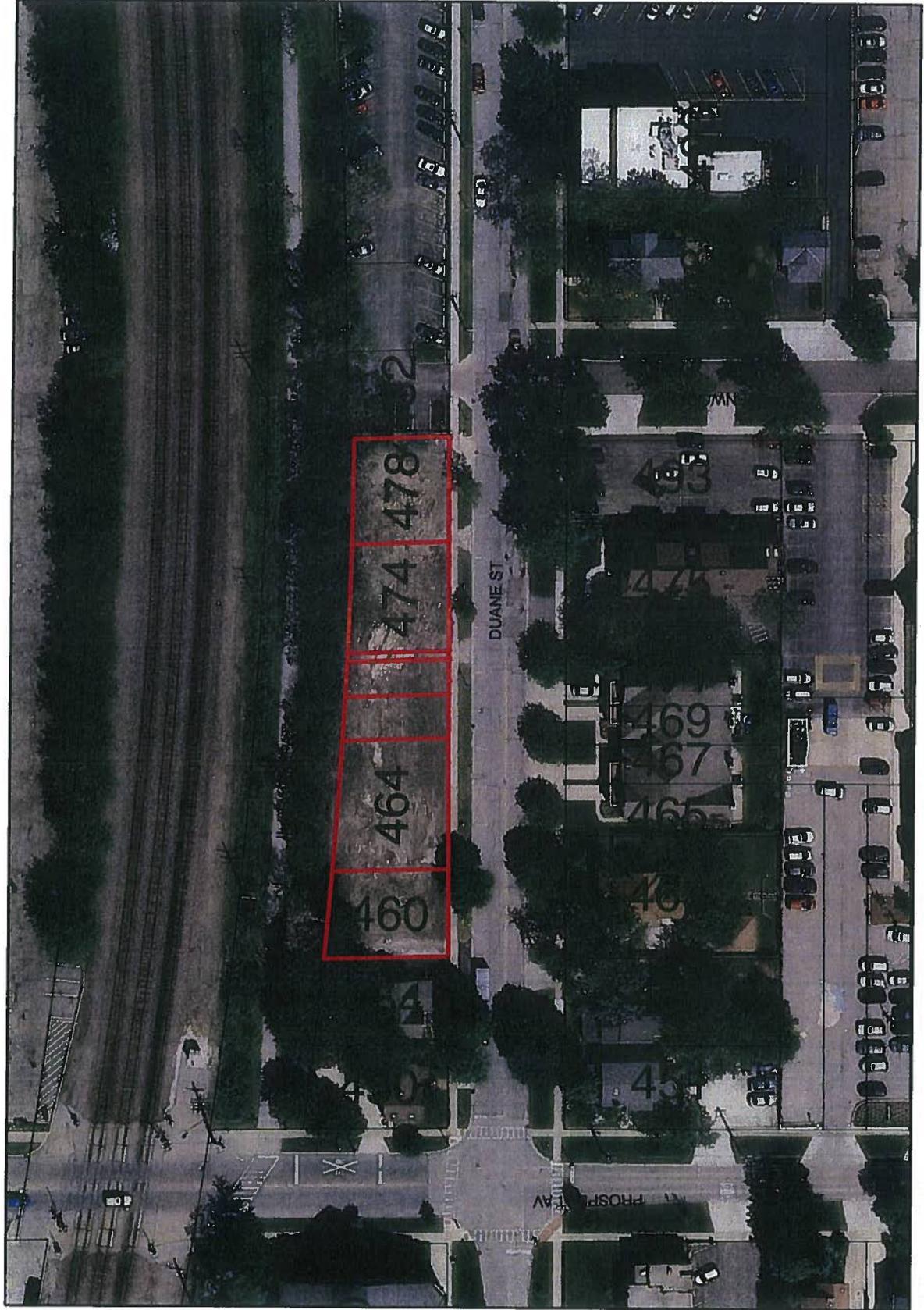
**Action Requested.** The Village Board may approve, approve with conditions or deny the requested special use permit, zoning variations and exterior appearance. An Ordinance approving the requests as recommended by the Architectural Review Commission and Plan Commission is attached.

**Attachments.**

- Aerial Photo of Property
- Photo of Streetscape Pavers
- Draft Minutes from August 28, 2013 ARC Meeting
- Draft Minutes from August 22, 2013 Plan Commission Meeting
- Draft Ordinance
- Select Materials from Application Packet

Cc: Julius Hansen, Public Works Director  
Jeff Perrigo, Public Works Civil Engineer

# 460-478 Duane St.



Prepared By: Planning and Development  
Aerial Photo: 2009  
Date: Aug. 13, 2013



0 50 100 200 Feet



**Streetscape Pavers**



degree angles. He stated there will be a pedestrian connection to the Prairie Path of the northeast side of the parking lot. He stated as a part of the project, the Village will be undertaking the first phase of the recently adopted Downtown Streetscape and Parking Study. He stated the streetscape improvements will include the installation of brick pavers, seat walls, parking lot screening, LED lighting and additional parkway trees. He showed renderings of the proposed project and stated there will be a new sidewalk with clay paver inserts and 3 new seat walls as well as new trees, new bushes and ornamental grasses. He stated the project is consistent with the Comprehensive Plan also.

Chairman Burdett asked if the pavers in the sidewalk are the same as the parking lot to which Mr. Perrigo stated they are not as the parking lot pavers will be concrete, and the sidewalk pavers will be clay; however, both sets of pavers will be done in a herringbone pattern. Commissioner Senak asked about the durability of the parking lot pavers to which Mr. Perrigo stated the pavers will be a Unilock concrete product which has been shown to hold up well.

Commissioner Albrecht asked if there is a waiting list for commuter parking to which Planner Stegall stated there are waiting lists for the different lots around the Village. Commissioner Wussow asked if the spaces would be numbered and assigned to which Mr. Perrigo stated the commuters would have a sticker or a hangtag showing they can park in the lot, but there will not be assigned spaces. Commissioner Thompson asked about the parking-place striping to which Mr. Perrigo stated the striping would be painted. Commissioner Wussow asked about the width of the parking spaces to which Mr. Perrigo stated they would be 8 ½ feet wide which is typical in commuter lots. Chairman Burdett asked why there were no ADA spaces to which Mr. Perrigo stated that Metra approved this as the 2 spaces the lot would be required to have would be added closer to the station.

Commissioner Senak asked what amount of the construction cost would be funded by Metra to which Mr. Perrigo stated Metra will contribute slightly more than half of the funding, and the grant will cover some of the rest, including property acquisition, with the Village contributing around \$275,000 of the total project cost.

Commissioner Dickie asked about the lighting to which Mr. Perrigo stated they will use LED lighting on 18-foot decorative poles which match the other lighting used in the downtown area. Mr. Perrigo stated the lights would be programmed to dim automatically at 12 midnight. Commissioner Wussow asked about the permeable pavers to which Mr. Perrigo stated water will flow through the spaces between the bricks, but not through the bricks themselves.

Commissioner Senak stated the project was done well, and it is intriguing that this will be the pilot project for the Streetscape Plan. He stated it is good to add parking in the downtown area.

Commissioner Thompson stated the project is great and likes the landscaping plan as well as the use of the permeable pavers.

Commissioner Wussow stated she thinks it is a well-designed, attractive plan, and the lot will help alleviate the lack of parking in the downtown area.

Commissioner Dickie stated the lot will be a great use of the property and appreciates the use of new technology, such as the LED lighting and the permeable pavers.

Commissioner Hartweg stated the lot will fill a need in the downtown, and it is nice to see something done with this property. He stated it is a good pilot plan for the Streetscape Plan and suggested more enhancement of the area along the Prairie Path.

Commissioner Albrecht stated she thinks the plan is fabulous and is a great step up from what is there currently. She stated she likes the landscaping plan, the lighting and the pavers.

Chairman Burdett stated the lot will be a great use of the property, and they followed the Streetscape Plan closely. He thanked the Village for using a good choice of plants from the guidelines.

Commissioner Wussow made a motion to recommend approval of the proposed exterior appearance for the Duane/Glenwood Commuter Parking Lot at 460-478 Duane Street. The motion was seconded by Commissioner Dickie and passed unanimously by a vote of 7-0.

#### **4. Pre-application Meeting – Pet Supplies Plus, 369 Roosevelt Road**

Village Planner Stegall presented background on a request by petitioner Virginia Puroll regarding the proposed construction of a 10,440 square foot Pet Supplies Plus store on the former Grandma Sally's site at 369 Roosevelt Road. Planner Stegall stated the property is located on the south side of Roosevelt Road between Lambert Road and Main Street in the C3 Service Commercial zoning district. She stated the property is surrounded by C3 zoning and commercial uses to the east, west and north and the Village Links golf course and CR zoning to the south. She stated in order to proceed with the project, the petitioner will need to receive approval of zoning variations, sign variations and the proposed exterior appearance.

Allen Morris, Project Manager from Lagestee-Mulder Commercial Construction and Real Estate, stated Ms. Puroll is out of the country and unable to attend the meeting, but would definitely be at the meeting when the official application is reviewed. Mr. Morris stated they built the store in Westmont also for Ms. Puroll, and they have worked closely with the Village staff on the site plan. He stated that staff and Plan Commission have asked that the parking row along the east property line be straightened out and showed a site plan depicting this option.

Commissioner Wussow asked about pictures for the east and south elevations to which Mr. Morris stated they have not worked through these elevations fully, but should have the same architectural detail and character that the north and west do. He stated they will have pictures of these with the official application. Mr. Morris stated they will be doing more landscaping along the south sideyard to soften the building, and the full plans will be included with the application.

Commissioner Hartweg stated the east elevation looks a bit monotonous to which Mr. Morris stated in lieu of the trellises shown, they may use a variety of sustainable landscape. Chairman Burdett asked what would be growing in the trellises to which Mr. Morris stated it would be a mixture of plant material.

DRAFT  
PLAN COMMISSION  
MINUTES  
AUGUST 22, 2013

The meeting was called to order by Chairperson Mary Loch at 7:30 p.m. Plan Commissioners David Allen, Craig Bromann, Gary Fasules, Jeff Mansfield, Jay Strayer and Ray Whalen were present. Plan Commissioners Jeff Girling, Heidi Lannen, Tracy Heming-Littwin and Lyn Whiston were excused. Also present were Village Planner Michele Stegall and Recording Secretary Barbara Utterback.

Plan Commissioner Mansfield moved, seconded by Plan Commissioner Fasules, to approve the minutes of the July 25, 2013 Plan Commission meeting. The motion carried unanimously by voice vote.

A public hearing for the Duane/Glenwood commuter parking lot and a pre-application meeting regarding the potential construction of a new Pet Supplies Plus store at 369 Roosevelt Road were on the agenda.

PUBLIC HEARING – DUANE/GLENWOOD COMMUTER PARKING LOT

A REQUEST FOR APPROVAL OF A SPECIAL USE PERMIT AND ZONING VARIATIONS FOR A 47-SPACE COMMUTER PARKING LOT PROPOSED AT 460-478 DUANE STREET. THE SUBJECT PROPERTY IS LOCATED ON THE NORTH SIDE OF DUANE STREET BETWEEN MAIN STREET AND PROSPECT AVENUE IN THE C5B CENTRAL BUSINESS DISTRICT, CENTRAL SERVICE SUB-DISTRICT.

*(Jeff Perrigo, Public Works Civil Engineer, Village of Glen Ellyn)*

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

Staff Presentation

Village Planner Michele Stegall stated that Jeff Perrigo, Civil Engineer with the Village of Glen Ellyn Public Works Department, was present to represent the Village to request approval of a special use permit and zoning variations to accommodate the construction of a new 47-space commuter parking lot at 460-478 Duane Street. Ms. Stegall stated that previous structures on the site were demolished in 2009 for a townhome development that had been approved but never proceeded, and the lot has been vacant since that time. Ms. Stegall added that the Village subsequently purchased the subject property by using grant funds and immediately transferred the property to Metra who is currently the owner under the terms of the grant. She added that the Village will be responsible for the construction and maintenance of the lot. Ms. Stegall displayed a map of the site which she stated is on the north side of the street between Prospect Avenue and Main Street and described a variety of uses that surround the subject property. She added that the subject property is zoned C5B, and the Prairie Path is zoned CR Conservation Recreation. Ms. Stegall displayed a site plan of the proposed parking lot and reviewed the four zoning variations that will be required to accommodate the subject request. She stated that a

variation is being requested for the proposed impervious setback which is based on a percentage of the lot width. She stated that the required setback for the property is 14.9 feet and the proposed variation would allow a setback of as little as .5 feet located along the east property line. She added that a 2.25 foot setback is proposed along the north property line with the other setback being greater but still under the required 14.9 feet. Ms. Stegall stated that another variation is being requested to allow a parking space width of 8.5 feet in lieu of the minimum 9 feet required and to allow a foot-candle level of as high as .7 along the south property line in lieu of the .5 permitted. She added that this variation is being requested because there are some residential uses south of the property which trigger the lower foot-candle requirement. Ms. Stegall stated that a variation is also being requested to allow the light poles to be located as close as 50 feet apart in lieu of the minimum spacing required of 72.32 feet based on the height of the poles (the requirement is 4 times the height of the pole). She added that the lighting requirements for this project are being driven by Metra.

#### Petitioner's Presentation

Jeff Perrigo, Civil Engineer with the Village of Glen Ellyn Public Works Department, 30 S. Lambert Road, Glen Ellyn, Illinois stated that they are seeking a special use permit for a parking lot and four variations—two for lighting, one for the impervious surface setback and one for parking space width. Mr. Perrigo displayed information and photos regarding the project and described the location of the subject site. He stated that commercial properties are generally adjacent to the site with the Prairie Path to the north and residential uses south of approximately 175 feet of the property frontage along Duane Street which is the location of the lighting issue. Mr. Perrigo stated that the Village purchased the subject property after it went into foreclosure a few years ago and it was subsequently transferred to Metra per an agreement with the Village. He added that the property is currently vacant and Public Works has recently cleaned up the area between the vacant land and the Prairie Path. Mr. Perrigo stated that the lot dimensions are 60 feet on the east property line, approximately 300 feet on the south property line and 79 feet on the west property line. He added that the light pole distance minimum between the two should be 72.32 feet, however, the full north to south width is less than that amount. He added that the 5:1 width to depth ratio is atypical for parcels in the Village.

Mr. Perrigo stated that they plan to build a 47-stall commuter parking lot that would be open to businesses and residents after 11:00 a.m. He added that the lot will consist of permeable pavers which would be a step forward in the green aspect. He added that the property would receive new sidewalk with pavers embedded within the sidewalk as part of the streetscape plan and three seat walls. He stated there is also a comprehensive landscape plan associated with the parking lot. He stated the site also will have LED lighting with automatic dimming that will be installed. Mr. Perrigo displayed and described renderings of the proposed parking lot that included locations for ingress and egress as well as a connection to the Prairie Path to allow commuters to get to the train station more easily. He added that this project incorporates some of the aspects of the streetscape plan. Mr. Perrigo stated that the proposed parking lot would be consistent with the Village Comprehensive Plan and added that the Comprehensive Plan states that the limited

lot depth is a major constraint for development. He also stated that the ratio of 5:1 regarding the depth is very atypical.

Mr. Perrigo stated that the variations being requested are for impervious surface setback, light pole spacing, illumination levels, and parking space width. He stated that the setback requirement is 14.9 feet and the design setbacks are 2.25, 4.0, .5 and 12.1 driven by the lot dimensions. He reiterated that the dimensions are 300 feet on the south side and 60 and 79 feet for the east and west sides. He also stated that the impervious surface setbacks are 2.25 feet on the north side, .5 feet on the east side, 4 feet on the south side and 12.1 feet on the west side. Regarding illumination and lighting variations, Mr. Perrigo stated that 72.32 feet are required for lightpole spacing, however, some spacing is 50 feet which is driven by the dimensions of the lot as well as the Metra requirements. He stated that Metra wants an average foot-candle of 1.0 with a maximum of 5 and a minimum of .5 and they are unable to meet both Metra and Village requirements. He added that the average proposed is 1.3 versus Metra's 1.0 which required Metra's approval in order to proceed. Mr. Perrigo stated that regarding the parking space variation, the width is designed for 8.5 feet versus the required 9.0 feet which is consistent with low turnover parking lots such as commuter lots.

Mr. Perrigo summarized that the site has limited possibilities given the lot configuration, the 5:1 ratio is difficult to work with, the parking lot will serve multiple uses and users, the parking lot would be consistent with the Comprehensive Plan and incorporates many of the elements of the forthcoming streetscape plan.

#### Questions from the Plan Commission

Plan Commissioner Mansfield asked why a variation is necessary for impervious surfaces as the project is being built with pervious pavers. Ms. Stegall responded that the definition of impervious surface in the Zoning Code states that a surface must be at least 50% open to be considered pervious per the Zoning Code. She added that the new stormwater ordinance recently adopted does not consider this surface to be impervious. Mr. Perrigo responded to Plan Commissioner Strayer that the 8.5-foot size of the parking space is not a Metra requirement. Mr. Perrigo confirmed for Plan Commissioner Strayer that there is a landscape island on the north side of the property. Mr. Perrigo responded to Plan Commissioner Strayer that two parking spaces would be lost if the space size increased to 9 feet (47 to 45). Plan Commissioner Bromann asked why 8.5 feet is acceptable for a parking space in a low turnover lot as the volume of traffic should not make a difference. Mr. Perrigo replied that certain parking lots require either a wider or more narrow space based on the volume of turnover and if the turnover is low, one is allowed to park closer to other cars in Village lots. Mr. Perrigo also added that the lower the car turnover, the more narrow parking spaces typically are. Mr. Perrigo responded to Plan Commissioner Strayer that the lot will be a commuter lot with permits until 11:00 a.m. and after that time will be open to the general public. Plan Commissioner Fasules felt that available parking times should be in sync with train times. Plan Commissioner Allen commented that the 11:00 open parking time could be a standard for use by persons who want to spend time in downtown Glen Ellyn. Ms. Stegall responded to Chairman Loch that the other Metra commuter

lots have an 11:00 a.m. open parking time although she was not sure if that was a Metra standard or Village standard. Ms. Stegall also stated that there is a parking focus group working on reviewing time limits and other restrictions on parking locations throughout the downtown. Plan Commissioner Mansfield felt that if the lot was opened for public parking on off hours, the parking spaces should be 9 feet wide. He also asked if lights could be installed using the Glen Ellyn standard without a variation. Mr. Perrigo responded that would not be in compliance with Metra and that they have worked extensively with Metra to try to find a lighting solution that meets both Metra and Village requirements. Ms. Stegall added that Metra has given the Village the grant to construct the project. Mr. Perrigo responded to Chairman Loch that the other commuter spaces in Glen Ellyn are 8-1/2 feet wide. Mr. Perrigo responded to Plan Commissioner Bromann that he does not know why Village requirements are 9 feet for parking spaces but added that damage can be caused to cars if the parking spaces are narrower. Mr. Perrigo added that at some point in the future, the land will revert back to the Village. Mr. Perrigo responded to Plan Commissioner Fasules that the subject lot is designed to be a commuter lot. Mr. Perrigo responded to Plan Commissioner Bromann that the estimated cost to build the subject lot is \$540,000, and Ms. Stegall responded to Plan Commissioner Bromann that after accounting for the cost of the land and the estimated construction costs, the Village's cost is estimated to be approximately \$125,000. Ms. Stegall responded to Plan Commissioner Allen that the total amount of the grant is approximately \$850,000. Ms. Stegall responded to Plan Commissioner Strayer that Metra is always interested in increasing ridership and was previously looking to add a few hundred additional spaces between Winfield, Wheaton and Glen Ellyn. Plan Commissioner Allen asked if the existing streetlights would remain or be replaced, and Mr. Perrigo stated that two lights will remain and one light will be relocated. Plan Commissioner Allen asked if there had been any discussion regarding the use of a carriage walk to exit the site, and Mr. Perrigo stated that there was County hesitation to provide egress onto the Prairie Path from the parking lot. Mr. Perrigo responded to Plan Commissioner Allen that the two properties to the west of the parking lot are commercial properties. Ms. Stegall responded to Plan Commissioner Fasules that the seat walls at the site are a decorative element from the recently adopted streetscape plan. Regarding the elimination of handicap parking spaces at the subject site, Mr. Perrigo explained for Plan Commissioner Whalen that two handicap spaces will be moved closer to the train station per Metra and the State's Attorney's Office. Plan Commissioner Whalen asked if the required islands could be eliminated as he viewed them as obstacles, and Mr. Perrigo stated that the islands are being maintained per the requirement. Mr. Perrigo explained for Plan Commissioner Allen that this project does not trigger a stormwater review per its size, and Ms. Stegall added that a grading review will be done prior to construction per the normal permit process. Mr. Perrigo responded to Plan Commissioner Allen that the lights on the north side of the lot will not illuminate the Prairie Path. He added that there are three LED levels of lights that will be installed to help mitigate some of the problems with the lighting.

#### Persons in Favor of or in Opposition to the Request

Tom Rose, 454 Duane Street, Glen Ellyn, Illinois asked how the site will look on the west side near his building, and Ms. Stegall displayed and described a landscape plan. Mr. Rose asked if

the sidewalk that will be installed in front of the parking lot could be extended to the corner to replace the existing sidewalk, and Ms. Stegall stated the sidewalk could be discussed during the streetscape plan process. Mr. Perrigo added that it is difficult to justify sidewalk replacement due to aesthetics.

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

#### Comments from the Plan Commission

Plan Commissioner Mansfield was not supportive of the subject request as he felt control of the lot has been ceded to Metra. He stated that he did not understand why the Village has to use Metra's standards of lighting rather than the Village's standards. Plan Commissioner Mansfield also stated that at a time when he rode the train, the parking costs were cheaper than the bus service. He felt there could be a better use of the subject property with more revenue generation such as a townhome development. He also stated that this project results in a decrease of public services and was opposed to the proposed parking lot. Plan Commissioner Whalen was supportive of the proposed parking lot and did not have a problem with the 8.5 foot parking space width, the setbacks because of the unique length of the parcel and the light pole spacing and the proposed light levels that he believed would be lower than the currently existing parking light levels. Plan Commissioner Strayer stated that the only issue he had with the project was the size of the parking spaces which he believes will be used by commuters. He stated he was supportive of the proposed request. Chairman Loch was also supportive of the parking lot particularly since the lot has been vacant for a long period of time. She stated she also was concerned about the parking space width but now feels 8.5 feet is adequate. She also felt there will be activity in the evenings at the lot and that this lot and the Citibank lot next to it flow together. Plan Commissioner Allen stated he was comfortable with the setback variation and the 8.5 foot parking spaces. He expressed concern regarding safety with commuters walking to the Prairie Path during bad weather conditions and with the vehicular access drive being located directly across from the pedestrian path. He also stated that this lot can serve as a model for the rebuilding of other commuter lots in town. He encouraged staff to revisit some degree of egress points out of the lot to get to the Prairie Path. Plan Commission Bromann was not comfortable with Metra's involvement in this process and felt that this site could be used for future expansion for Village business. He felt that the seat walls could promote loitering and was not comfortable with the 8.5 foot parking space width. He also liked the idea of tying the open parking time to the train schedule. Plan Commissioner Fasules felt that this project should not be approved until the parking commission provides input regarding this site and was therefore not supportive of this project. Ms. Stegall added that the parking focus group is currently reviewing time limits and restrictions on different lots and how to clarify their use to the public but not where new spaces should be added.

Motion

Plan Commissioner Strayer moved, seconded by Plan Commissioner Whalen, that after having considered the application of the Village of Glen Ellyn for approval of a special use permit and zoning variations for the Duane/Glenwood commuter parking lot proposed at 460-478 Duane Street, the Plan Commission hereby adopts the findings of fact in the petitioner's application packet and presented by the petitioner at the August 22, 2013 public hearing as well as the findings included in the deliberations of the Plan Commission and recommends approval of the following: 1. A Special Use Permit for a public parking lot in accordance with Section 10-4-17.2(B)(27) of the Glen Ellyn Zoning Code: a. A variation from Section 10-5-5(C) to allow an impervious surface of as little as .5 feet in lieu of the minimum impervious surface setback of 14.9 feet required. b. A variation from Section 10-5-8(I) to allow a parking space width of 8.5 feet in lieu of the minimum width of 9 feet required. c. A variation from Section 10-5-13(M)2(a) to allow foot-candle levels as high as .7 along the southern property line in lieu of the maximum foot-candle level of .5 permitted. d. A variation from Section 10-5-13(M)2(b) to allow light poles to be spaced as close as 50 feet apart in lieu of the minimum spacing of 72.32 feet (4 times the mounting height) required.

The recommendation for approval was made subject to the condition that the project shall be constructed in substantial conformance with the plans as submitted and the testimony presented at the public hearing of the Plan Commission.

The motion carried with four (4) "yes" votes and three (3) "no" votes as follows: Plan Commissioners Allen, Strayer, Whalen and Chairman Loch voted yes; Plan Commissioners Bromann, Fasules and Mansfield voted no.

**Village Of Glen Ellyn**

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**Ordinance No. \_\_\_\_\_**

**An Ordinance Granting Approval of  
a Special Use Permit, Zoning Variations and the Exterior Appearance  
for a Public Parking Lot to be Located at 460-478 Duane Street  
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  
a Special Use Permit, Zoning Variations and the Exterior Appearance  
for a Public Parking Lot to be Located at 460-478 Duane Street  
Glen Ellyn, Illinois 60137**

**Whereas**, the Village obtained a CMAQ (Congestion Mitigation Air Quality) grant from Metra to construct a new commuter parking lot 460-478 Duane Street; and

**Whereas**, in order to accommodate the project, the Public Works Department has submitted applications for approval of the following:

- A. A special use permit for a public parking lot in accordance with Section 10-4-17.2(B)(27) of the Glen Ellyn Zoning Code.
- B. The following variations from the Glen Ellyn Zoning Code:
  - 1. A variation from Section 10-5-5(C) to allow an impervious surface setback of as little as zero feet in lieu of the minimum impervious surface setback of 14.9 feet required.
  - 2. A variation from Section 10-5-8(I) to allow a parking space width of 8.5 feet in lieu of the minimum width of 9 feet required.
  - 3. A variation from Section 10-5-13(M)2(a) to allow foot-candle levels as high as .7 along the southern property line in lieu of the maximum foot-candle level of .5 permitted.
  - 4. A variation from Section 10-5-13(M)2(b) to allow light poles to be spaced as close as 50 feet apart in lieu of the minimum spacing of 72.32 feet (4 times the mounting height) required.
- C. Exterior appearance approval in accordance with the Appearance Review Guidelines adopted on October 6, 2006 as Ordinance 5508; and

**Whereas**, the subject property is located on the north side of Duane Street between Main Street and Prospect Avenue in the C5B Central Business District, Central Service sub-district and is legally described as follows:

LOTS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 AND 16 (EXCEPT THE NORTHERLY 50 FEET OF ALL OF SAID LOTS) IN BLOCK 1 IN GLENWOOD BEING C. A. PHILLIPS SUBDIVISION OF PART OF SECTION 10, AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING

TO THE PLAT THEREOF RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.s: 05-11-320-004, 05-11-320-005, 05-11-320-006, 05-11-320-010, 05-11-320-015, 05-11-320-016 and 05-11-320-017; and

**Whereas**, at the August 28, 2013 Architectural Review Commission meeting, the Public Works Department 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 August 28, 2013 Architectural Review Commission meeting, by a vote of seven (7) “yes” and zero (0) “no”, the Architectural Review Commission recommended approval of the proposed exterior appearance as set forth in the August 28, 2013 minutes of the Architectural Review Commission meeting, 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, 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 August 22, 2013, at which hearing the Plan Commission considered the requested special use permit and zoning variations; and

**Whereas**, at the August 22, 2013 Plan Commission public hearing, the Public Works Department presented evidence and testimony in support of the requested special use permit and zoning variations and one person spoke and asked general questions about the project; and

**Whereas**, after having considered the evidence presented, including the exhibits and materials submitted, by a vote of four (4) “yes” and three (3) “no”, the Plan Commission recommended approval of the requested special use permit and zoning variations as set forth in the

minutes of the August 22, 2013 Plan Commission meeting, a draft of which is attached hereto as Exhibit “B”; and

**Whereas**, the Village President and Board of Trustees have reviewed the evidence, exhibits, and materials presented at the August 28, 2013 Architectural Review Commission meeting and the August 22, 2013 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 permit and zoning variations as set forth in Exhibit “C” attached hereto; and

**Whereas**, the President and Board of Trustees have determined that approving the proposed exterior appearance is consistent with the recommendations of the Glen Ellyn Appearance Review Guidelines and that granting the requested special use permit 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:** Based upon a review of the evidence, testimony, and exhibits presented at the August 28, 2013 Architectural Review Commission meeting and the August 22, 2013 Plan Commission public hearing, the Village President and Board of Trustees hereby grant approval of the requested special use permit, zoning variations and exterior appearance for a new 47-space parking lot to be located at 460-478 Duane Street subject to the condition that the project shall be constructed in substantial conformance with the plans submitted and the testimony presented at the August 28, 2013 Architectural Review Commission meeting and the August 22, 2013 public hearing before the Plan Commission and with the petitioner’s application packet stamped received August 13, 2013

including the following plans and documents referenced below, as though they were attached to this

Ordinance:

- A. Letter from Jeff Perrigo dated August 13, 2013
- B. Application for Special Use Permit dated August 13, 2013
- C. Application for Variation dated August 13, 2013
- D. Exterior Appearance application dated August 13, 2013
- E. Geometric Control Plan prepared by Rempe-Sharpe stamped received August 13, 2013
- F. Grading and Drainage Plan prepared by Rempe-Sharpe stamped received August 13, 2013
- G. Striping and Signage Plan prepared by Rempe-Sharpe stamped received August 13, 2013 (a reduced copy of which is attached hereto as Exhibit "D")
- H. Pavement Plan with Seatwall Details and Sections prepared by Rempe-Sharpe stamped received August 13, 2013
- I. Landscaping Plan with Material Quantities prepared by Rempe-Sharpe dated August 8, 2013 (a reduced copy of which is attached hereto as Exhibit "E")
- J. Existing and Proposed Lighting Plans prepared by Rempe-Sharpe stamped received August 13, 2013
- K. Photometric Exhibit prepared by Rempe-Sharpe dated August 8, 2013
- L. Electrical Details prepared by Rempe-Sharpe stamped received August 13, 2013
- M. Plat of Consolidation dated June 27, 2013
- N. Tree Preservation Action Plan Description prepared by Rempe-Sharpe stamped received August 13, 2013 (3 pages)
- O. Memorandum from Rempe-Sharpe and Associates revised August 6, 2013
- P. Picture of proposed parking lot permeable pavers stamped received August 13, 2013
- Q. Color Renderings stamped received August 13, 2013 (5 pages)

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

**Section Two:** The Building and Zoning Official is hereby authorized to issue all necessary building and occupancy permits pursuant to the special use permit, zoning 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 a building permit is applied for within said time period, provided, however, that the Village Board, by motion, may extend the period during which a building permit must be applied for. Further, the Village Board may, for good cause shown,

waive or modify any conditions set forth in this Ordinance without requiring that the matter return for a public hearing.

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

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

**Section Five.** 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 \_\_\_\_\_.)

## Exhibit "C"

### Findings of Fact for Requested Special Use Permit and Zoning Variations

- A. The Village Board hereby adopts the following findings of fact in regard to the requested special use permit:
1. The proposed use will be harmonious and in accordance with the general objectives, or within a specific objective of the comprehensive plan and/or zoning code because the proposed parking lot will provide additional accessibility to the downtown's Metra Train Station as well as the businesses in the Village's downtown area and the Comprehensive Plan states that *"the limited depth of the lot . . . will be major constraint to redevelopment"* and recommends that the property *"would be a suitable location for small offices, service establishments, townhouses and/or surface parking."*
  2. The proposed project is designed and shall be maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and will not change the essential character of the area because the proposed parking lot is designed using essential elements already found in the Village's downtown and the project will implement many of the recommendations in the recently adopted Downtown Streetscape and Parking Study.
  3. The proposed use will not be hazardous or disturbing to existing or future neighborhood uses of the property because the project should have minimal impact on traffic in the surrounding area.
  4. The proposed use will be served adequately by existing public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water, sewers and schools, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services because the project should have minimal effect on these services, parking will be enforced by the Police Department in the same manner as the Village's other commuter lots and the parking lot surface will be constructed with permeable pavers.
  5. The proposed use 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 a large portion of the project is being funded by a grant and the provision of additional downtown parking should have a positive impact on the economic welfare of the Village.
  6. The use will not involve 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 and odors because traffic in and out of the site will be largely concentrated in the morning and afternoon and the traffic study submitted for the project found that the addition of the parking lot should not affect the existing levels of service at the surrounding intersections. Furthermore, no excessive noise, smoke, fumes, glare or odors are anticipated as a result of the project.

7. The project 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 access drives have been located as suggested in the traffic study and the traffic study found that the project should not affect the existing levels of service at the surrounding intersections.
8. The project will not increase the potential for flood damage to adjacent property or require additional public expense for flood protection, rescue or relief because the parking lot will be constructed with permeable pavers.
9. The project will not result in the destruction, loss or damage of natural, scenic or historic features of major importance to the community because the site is currently vacant and new landscaping will be installed as part of the project.

B. The Village Board hereby adopts the following findings of fact for the requested zoning variations:

1. The requested variations will not alter the essential character of the locality because this type of facility compliments the central business district area by providing additional parking for the train station as well the surrounding businesses and St. Petronille's School/Church and the parking lot will be constructed in conformance with the recommendations in the Downtown Streetscape and Parking Study.
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 due to the long narrow shape of the lot with a shallow depth of just over 60 feet on the east and less than 80 feet on the west.
3. The plight of the owner is due to unique circumstances because the property is nearly five times wider than it is deep. The traditional parcel in the Village is roughly three times deeper than it is wide.
4. The Board further adopts the supplemental findings in the petitioner's zoning variation application dated August 13, 2013





## **Duane/Glenwood Metra Commuter Parking Lot**

468-482 Duane Street, Glen Ellyn, IL 60137

August 13, 2013

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

Ms. Stegall:

The following information relates to the proposed Duane/Glenwood Metra Parking Lot.

### **Narrative Statement/Use Description**

The property located at 468-482 Duane Street was recently purchased by the Village with the intent to build a downtown parking lot that will serve the businesses, residents and other entities in the Village's downtown. In the past, the property was owned by developers that were unable to develop the property and make the improvements that they had hoped prior to the economic collapse of 2007. The developers filed for bankruptcy protection and the property reverted to the bank. The property has been vacant land since the bankruptcy. A grant was obtained through CMAQ (Congestion Mitigation and Air Quality) to build a new parking facility in the downtown which will partially support the cost for purchasing the land as well as the construction of the new facility. A stipulation for the grant requires the purchased land to be owned by Metra, not the Village. As such, the land was purchased by the Village and subsequently transferred to Metra at the same closing table. An agreement between the Village and Metra exists in which the ownership of the property will revert to the Village after a predetermined period of time.

The Village has designed a new 47-stall parking lot which will feature the first Village-owned parking lot with a permeable paver system. The parking lot will also have direct access to the Prairie Path, feature LED lights that are programmatically set to dim at midnight and include ample landscaping to blend with the adjacent Prairie Path setting.

### **Construction Schedule**

Pending all necessary approvals, we expect the parking lot to begin construction in mid-September and complete all of the required work by mid-November. We expect a 60-day construction period, weather permitting.

## Public Improvements List

There are no additional public improvements included in the project except for those performed as part of the project which will include the parking lot, lighting, new sidewalk, driveway aprons and seatwalls, and landscaping.

## List of Variations/Deviations

Code Requirement	Variation Requested	Justification for Variation
Section 10-5-5 (C) 1 (Impervious Surfaces Setback)	The project requests a variance to allow the impervious setback distance to be changed from 5% of the property width (298' @ 5% = 14.9') to 0'	The calculation for the impervious surface setback is skewed by the lot having a 5:1 width to depth ratio.
Section 10-5-13 (M) 2 (Exterior Illumination Standards)	The project requests a variance to allow the maximum lighting level adjacent to a residential use to increase from 0.5 fc to 0.7 fc (with an average of 0.6 fc).	To meet the requirements imposed by Metra, we are unable to fully comply with the Village code.
Section 10-5-13 (M) 2 (Exterior Illumination Standards)	The project requests a variance to allow the required light pole distance to be decreased from 4 times the mounting height to 2.75 times.	To meet the requirements imposed by Metra, we are unable to fully comply with the Village code.
Section 10-5-8 (I) (Off-Street Parking Chart)	The project requests a variance to allow the required parking space width decrease from 9 feet to 8.5 feet.	This parking facility is primarily a commuter lot which has a low vehicle turnover rate which lends itself to a slightly narrower parking space width.

## List of Attachments

Attached are the following documents:

- Application for Special Use Permit
- Application for Variation
- Exterior Appearance Review Application
- Construction plans for the proposed parking lot, including:
  - Existing Conditions Plan/Topographical Survey/Site Plan
  - Demolition Plan
  - Geometric Control Plan
  - Grading and Drainage Plan/Utilities Plan
  - Erosion Control Plan
  - Striping and Signage Plan
  - Cross Sections including Public Improvements Cross Sections
  - Pavement Plan with Architectural Details
  - Landscaping Plan
  - Photometric Plans
  - Light Fixture Details
- Plat of Consolidation with Legal Description
- Tree Survey and Analysis
- Traffic Study
- Land Use Opinion (Kane-DuPage Soil and Water Conservation District)
- Renderings of the Proposed Project

I hope that this meets the requirements for the requested variations. Should there be a need for additional information, please feel free to contact me at any time.

Sincerely,



Jeffrey D. Perrigo  
Civil Engineer  
Village of Glen Ellyn

**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:** Jeffrey D. Perrigo

**Contact Information:**

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

**Business Phone:** 630.547.5512 **Fax:** 630.469.3128

**Cell/Home Phone:** N/A **Email:** jperrigo@glenellyn.org

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

**Contact Information:**

**Name of Owner:** Village of Glen Ellyn

**Address of Owner:** 535 Duane Street, Glen Ellyn, IL 60137

**Business Phone:** 630.547.5512 **Fax:** 630.469.3128

**Cell/Home Phone:** N/A **Email:** jperrigo@glenellyn.org

**Address and Legal Description of Property:** 468-482 Duane Street, Glen Ellyn, IL 60137  
See Attachment for Legal Description

**Permanent Index No. (PIN):** 05-11-320-018 **Zoning:** C5B – CBD Service

**Lot Dimensions:** NB-299'/EB-60'/SB-298'/WB-79' **Lot Area:** 0.47 Acres

**Present Use:** Vacant, undeveloped lot

**Requested Use/Construction:** Commuter and Local Business Parking Facility

**Estimated Date to Begin New Use/Construction:** Construction to begin September, 2013.

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

Rempe-Sharpe & Associates, Inc

324 West State Street

Geneva, IL 60134

630.232.0827

**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: the economic effects of

constructing a parking lot at this location will likely be positive in nature as it will increase the availability of parking spaces for the adjoining commercial properties, residential dwellings and St. Petronille's Church/School. As the traffic study concludes, there are no significant impacts on the existing roadway network. A minimal number of vehicles will be added to the traffic circulation. The proximity of the proposed parking lot to many of the downtown's restaurants and other commercial properties is in keeping with the Comprehensive Plan. The placement of this proposed parking lot is in keeping with the downtown objective of providing a commuter and business friendly atmosphere from which the community may continue to prosper. The parking lot's design has also been part of the overall Downtown Streetscape discussion.

**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 parking lot will provide additional accessibility to the downtown's Metra Train Station as well as the businesses in the Village's downtown area.
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 parking lot is designed using essential elements already found in the Village's downtown; it will be operated and maintained by the Village.
3. Will not be hazardous or disturbing to existing or future neighborhood uses: the proposed parking lot will not be hazardous or disturbing to current or future neighborhood uses.
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 parking lot will be adequately serviced by Village facilities.
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 parking lot will not create excessive additional requirements for the Village. It is expected that the proposed parking lot will further enhance the Village's downtown.
6. Will not involve uses, activities, processes, materials, equipment and/or conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors: the proposed parking lot is intended to be used only as a parking facility; no detrimental conditions are expected.
7. Will have vehicular approaches to the property, which shall be so designed as not to create an undue interference with traffic on surrounding public streets or roads: the proposed parking lot will have approaches that are designed to be located at the appropriate placement for optimal ingress and egress and minimize traffic disruption.

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 parking lot will not increase the potential for flood damage.
9. Will not result in destruction, loss or damage of natural, scenic or historic features of major importance to the community: the proposed parking lot will not be destructive to any natural, scenic or historical features; the current land is vacant.

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.

08.13.13  
Date



Signature of Applicant

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

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

APPLICATION FOR VARIATION

For the property at 468-482 Duane Street  
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: Village of Glen Ellyn

Address: 535 Duane Street, Glen Ellyn, IL 60137

Phone No.: 630.547.5512

Fax No.: 630.469.3128

E-mail: jperrigo@glenellyn.org

Ownership Interest in the Property in Question: Owner Representative

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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):

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

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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: 468-482 Duane Street, Glen Ellyn, IL 60137

Permanent tax index number: 05-11-320-018

Legal description: See Attachment

Zoning classification: C5B – CBD Service

Lot size: NB-299'/EB-60'/SB-298'/WB-79' Area: 20,795 sq. ft.

Present use: Vacant Land

IV. INFORMATION REGARDING THE VARIATION(S) REQUESTED:

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

1. Section 10-5-5 (C) 1 (Impervious Surfaces Setback)  
The project requests a variance to allow the impervious setback distance to be changed from 5% of the property width (298' @ 5% = 14.9') to 0'.
2. Section 10-5-13 (M) 2 (Exterior Illumination Standards)  
The project requests a variance to allow the maximum lighting level adjacent to a residential use to increase from 0.5 fc to 0.7 fc (with an average of 0.6 fc).
3. Section 10-5-13 (M) 2 (Exterior Illumination Standards)  
The project requests a variance to allow the required light pole distance to be decreased from 4 times the mounting height to approximately 2.75 times.
4. Section 10-5-8 (I) (Off-Street Parking Chart)  
The project requests a variance to allow the required parking space width decrease from 9 feet to 8.5 feet.

Estimated date to begin construction: September, 2013

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

Rempe-Sharpe & Associates, Inc  
324 West State Street  
Geneva, IL 60134  
630.232.0827

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:

Due to the shallow depth of the lot, with a depth of just over 60' on the east, and less than 80' on the west, this lot creates a challenge for most any use, including a parking facility. The impervious surface setback, lighting requirements, and parking space width have been met with only modest variations being requested.

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):

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OR

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

The property in question has a unique issue in that it is nearly five times wider than it is deep. The traditional parcel in the Village is roughly three times deeper than it is wide.

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

The proposed parking lot will not alter the essential character of the downtown area as this type of facility compliments the Central Business District area by providing additional parking for the train station as well as the surrounding businesses and St. Petronille's School/Church.

- 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:  
The property in question has a unique issue in that it is nearly five times wider than it is deep. The traditional parcel in the Village is roughly three times deeper than it is wide.

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 petition for variations presented would not likely be applicable to other properties within the CBD since the vast majority of the parcels have a configuration with the depth of the lot being at least as wide as the lot is. Also, the majority of the parcels within the C5B do not border residential properties which would obviate the need for the first two variation requests.

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 requested variations are not based exclusively on a desire to increase revenue. The entire project is being performed as a service to the downtown businesses and other entities.

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 property's hardship has not been created by any person having an interest in the property or the applicant. The Village recently purchased the property with the intent to build a parking facility on the lot.

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

The site is bounded by the Prairie Path/UP Railroad to the north, businesses to the east and west, and a mixture of residential and commercial to the south (across Duane Street). Many of these neighbors will likely benefit from the proposed parking lot as it will afford them with additional parking for their guests and customers.

6. Provide evidence that the proposed variation will not:

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

As the proposed project is a parking lot with no substantial vertical features, no impairment of light or air to adjacent properties is expected.

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

No substantial increase in danger to the property or adjacent properties is expected.

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

No impairment to public health, safety, comfort, morals or the general welfare is expected.

- c. Diminish or impair property values within the neighborhood;

No diminished or impairment to property values within the neighborhood is expected.

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

No unduly increased traffic congestion in the public streets is expected.

- e. Create a nuisance; or

The parking lot is not expected to create a nuisance.

- f. Results in an increase in public expenditures.

The parking lot expenses have been analyzed by the Village.

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

Given the shallow dimensions of the parcel, the variations requested provide the best configuration to meet the goals of the Village as well as the conformance to the Zoning Code. Considerable effort was exerted to meet many of the other code requirements.

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

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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.

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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.

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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.

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

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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)

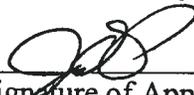
I (We) certify that all of the statements and documents submitted as part of this application are true and complete to the best of my (our) knowledge and belief.

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.

Jeffrey D. Perrigo

  
\_\_\_\_\_  
Signature of Applicant(s)

08.13.13  
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: Duane/Glenwood Metra Parking Lot  
D. Project Description: Commuter Parking Lot  
\_\_\_\_\_  
E. Address of Property: 468-482 Duane Street, Glen Ellyn, IL 60137  
F. Permanent Index No.: 05-11-320-018 G. Zoning: C5B – CBD Service  
H. Name of Applicant: Village of Glen Ellyn  
I. Address of Applicant: 535 Duane Street, Glen Ellyn, IL 60137  
J. Phone No. (Business): 630.547.5512 (Home) \_\_\_\_\_  
K. Fax No. (Business): 630.469.3128 (Home) \_\_\_\_\_  
L. E-mail Address of Applicant: jperrigo@glenellyn.org  
M. Name of Property Owner: Village of Glen Ellyn  
N. Address of Property Owner: 535 Duane Street, Glen Ellyn, IL 60137  
O. Phone No. (Business): 630.547.5512 (Home) \_\_\_\_\_  
P. E-Mail Address of Property Owner: jperrigo@glenellyn.org

**II. CONFORMANCE WITH APPEARANCE REVIEW GUIDELINES:**

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

Q. Please explain why the proposed architectural style was chosen. The architectural style chosen was done so that the parking lot would fit in with the surrounding area and be compatible with the Village's downtown streetscaping plan.

R. Provide information about the architectural style and exterior materials of the buildings in the surrounding area: The surrounding building's exterior materials is a mix of brick, stucco, and clapboard siding. The existing structures nearby have a modified cape cod style, steep-roofed Georgian, and colonial townhouses.

S. Please explain how the project complies with the Appearance Review Guidelines: The proposed parking lot will blend well with the current surroundings as well as meeting the new streetscape concept.

T. Please explain why any deviations from the Appearance Review Guidelines are proposed: None.

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

08.13.13







UNION PACIFIC WEST LINE  
GLEN ELLEN STATION AND LOT  
450-475 DUANE STREET  
GLEN ELLEN, ILLINOIS 60137

PREPARED BY:

**REMPÉ - SHARPE**  
CONSULTING ENGINEERS  
1400 N. WILSON AVENUE, SUITE 100  
GLEN ELLEN, ILLINOIS 60137  
(708) 241-1000 FAX (708) 241-1001

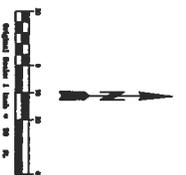
**PowerTek**  
ENGINEERING INC.  
3811 W. WATSON ROAD, SUITE C  
WILSON, ILLINOIS 60157  
(708) 241-2700 FAX (708) 241-2701

SUB CONTRACT

DATE: MARCH 08, 2013  
DRAWN: CHECKED:  
BY: 03.15.13  
PROJECT: MILEPOST

NO.	DATE	REVISION	BY

PLAN TITLE  
EXISTING AND PROPOSED  
LIGHTING PLAN  
CADD FILE NO. 31100313.DWG  
5/4/13 10:58 AM



**LEGEND:**

- 8 EXISTING LIGHTING LIGHT (SHOW EXACTS DIMENSION OF LIGHT)
- 9 PROPOSED (OR REDUCED) LIGHTING LIGHT (SHOW EXACTS DIMENSION OF LIGHT)
- PROPOSED UNDERGROUND CONDUCTORS/CONDUIT
- EXISTING UNDERGROUND CONDUCTORS/CONDUIT
- EM DISTING TO REPAIR

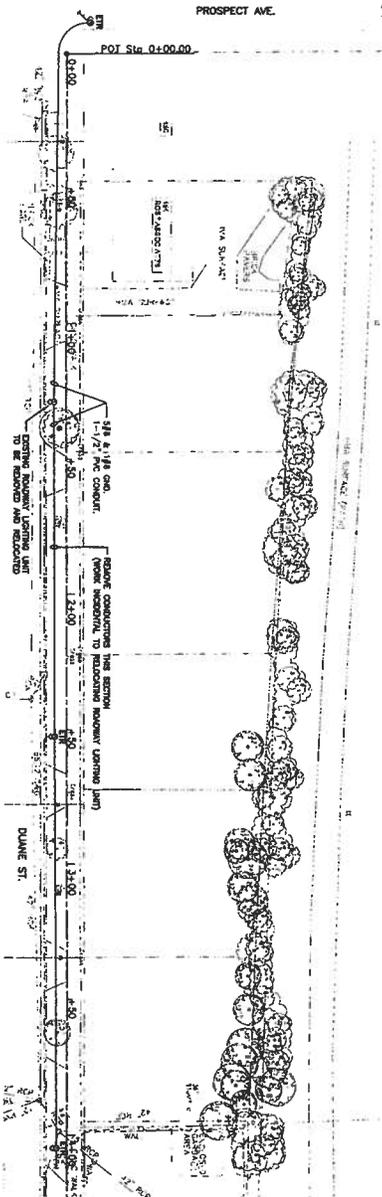
**STATISTICS**

Component	Qty	Unit	Material	Amount
Parking Lot	138	2.5	4.81	2.81
Walkway/Path	0.8	0.15	1.21	0.09
Station Property Line	0.8	0.15	2.51	0.12
Walkway/Path	0.8	0.15	2.01	0.12
Station Property Line	0.8	0.15	2.01	0.12

**EXPLANATION NOTE:**  
LIGHT LUMENS SUBJECT A 0.85 LIGHT LOSS FACTOR.

**EXISTING LIGHTING PLAN**

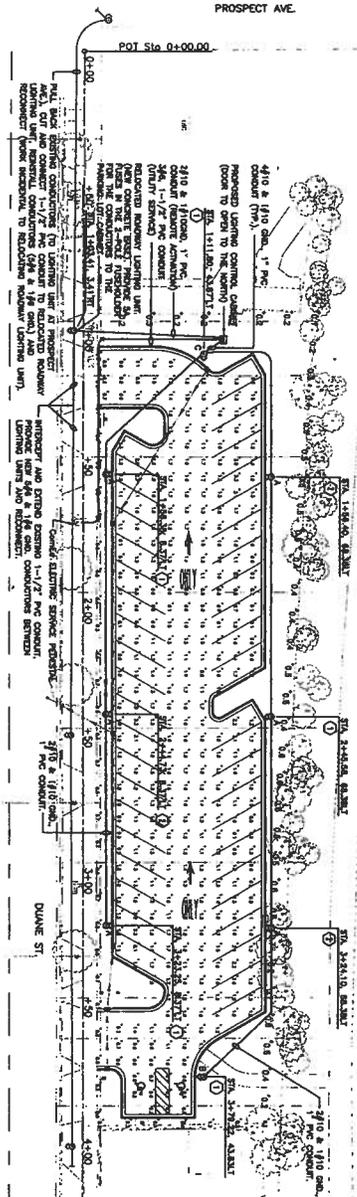
- NOTES:**
- EXISTING ROADWAY LIGHTING ARE CONNECTED AT 240V (240) AND POLE RECEPTALS ARE CONNECTED ON ALUMINUM TAP CONDUIT (240).
  - CONDUIT AND WIRE SHALL BE LOCATED AT 1-1/2" PC CONDUIT.
  - NO NEW TRIP CIRCUITS OF EXISTING ROADWAY LIGHTING (CONDUIT FOR REDUCED LIGHTING LUMENS) WILL BE ALLOWED.

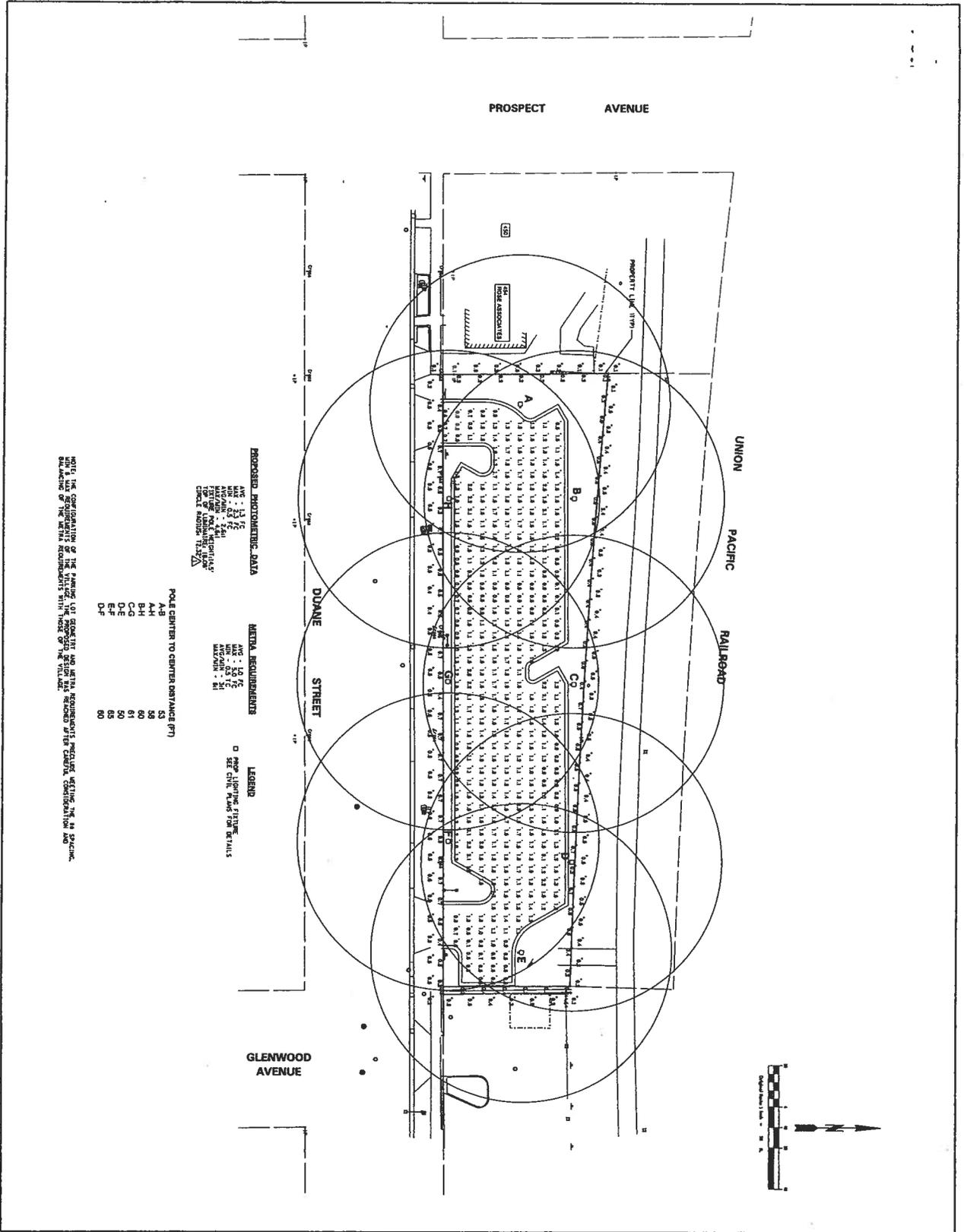


**PROPOSED LIGHTING PLAN**

- KEYED NOTES:**
- UNDERGROUND LIGHTING LUMENS TO BE LOCATED AT 240V (240) AND POLE RECEPTALS ARE CONNECTED ON ALUMINUM TAP CONDUIT (240).
  - CONDUIT AND WIRE SHALL BE LOCATED AT 1-1/2" PC CONDUIT.
  - NO NEW TRIP CIRCUITS OF EXISTING ROADWAY LIGHTING (CONDUIT FOR REDUCED LIGHTING LUMENS) WILL BE ALLOWED.

- NOTES:**
- THE PROPOSED LIGHTING LUMENS TO BE LOCATED AT 240V (240) AND POLE RECEPTALS ARE CONNECTED ON ALUMINUM TAP CONDUIT (240).
  - CONDUIT AND WIRE SHALL BE LOCATED AT 1-1/2" PC CONDUIT.
  - NO NEW TRIP CIRCUITS OF EXISTING ROADWAY LIGHTING (CONDUIT FOR REDUCED LIGHTING LUMENS) WILL BE ALLOWED.





**PROPOSED PHOTOMETRIC DATA**  
 AVG. - 1.3 FC  
 MAX - 2.3 FC  
 MIN - 0.3 FC  
 AVERAGE - 2.4 ft  
 FIXTURE MODEL: HERSHEL  
 FIXTURE MOUNTING: HANG  
 CIRCLE RADIUS: 15'-0"

**METRA REQUIREMENTS**  
 MAX - 2.0 FC  
 MIN - 0.3 FC  
 AVERAGE - 2.1  
 MOUNTING - HANG

**LEGEND**  
 □ PROPOSED LIGHTING FIXTURE  
 ○ SEE SHEET 1509 FOR DETAILS

**POLE CENTER TO CENTER DISTANCE (FT)**  
 A-B 53  
 A-H 59  
 B-H 60  
 C-D 60  
 D-E 50  
 E-F 65  
 D-F 80

NOTE: THE CONFIGURATION OF THE PARKING LOT GEOMETRY AND METRA REQUIREMENTS PREVIOUSLY SETTING THE 44 SPACING AND 8' CLEARANCE REQUIREMENTS OF THE VEHICLE IN PROPOSED STATION WAS REWORKED AFTER CANTON, COMPLETION AND REVISIONS OF THE PLAN. THE STATIONING IS SHOWN AS SHOWN ON THE PLAN.

DESIGN: STATION AND TRACKS STATION LOT NO. 10 100% SUBMITTAL													
UNION PACIFIC WEST LINE DUANE STREET STATION 460-478 DUANE STREET GLEN ELLYN, ILLINOIS 60137													
PRIMARY CONSULTANT PRESTON CLARK GROUP CONSULTING ENGINEERS 24 WEST LAKE STREET, SUITE 200 GLEN ELLYN, ILLINOIS 60137 PHONE: 630.951.1000 FAX: 630.951.1001													
SUB CONSULTANT PROJECT ENGINEERING PROJECT: STATION AND TRACKS DRAWING: 1509 DATE: 12/20/13 BY: PER VILLALBA CHECKED: JMW													
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1119													
REL/INK:	WILEYPOST												
UPW													
SHEET NO. 1103 1 OF 1 PLAN TITLE PHOTO MINK EXHIBIT CADD FILE NO. 118E103.CDD STATION NAME GLEN ELLYN													





## MEMORANDUM

From: Rempe-Sharpe and Associates, Inc.  
To: Village of Glen Ellyn, Illinois  
Date: October 12, 2012  
Revised 8/06/13  
Subject: Proposed parking lot on Duane Street

The Village of Glen Ellyn is proposing the development of a public parking lot on the north side of Duane Street between Prospect Avenue on the west and Glenwood Avenue on the east. The site is bounded by Duane Street on the south, the Illinois Prairie Path on the north, a Citibank parking lot on the east and a residential home on the west. The parking lot would consist of 47 parking spaces at a 60 degree angle. The driveway entrance to the lot would be 65 feet west of Glenwood Avenue. The exit driveway would be 230 feet west of the entrance and 160 feet east of Prospect Avenue. The area of the site would be 0.47 acres. A site plan is shown in **Figure 1**.

The Village has requested an evaluation of the impact of the proposed parking lot on the adjacent roadway network. Rempe-Sharpe and Associates conducted a site investigation on Thursday October 11, 2012. Data collection was performed in order to determine existing land uses, current roadway geometrics and quantify existing traffic. Based on this information, operation of the existing network was determined.

### **Existing Land Uses**

Land uses along the north side of Duane Street consist of the Citibank at the northwest corner of Main Street and Duane Street, the Citibank parking lot, the proposed site which is currently vacant property and two residential homes at the northeast corner of Prospect Avenue and Duane Street. On the south side of Duane Street there are various commercial and office establishments and one residential home between Main Street and Glenwood Avenue. A diocese of Joliet Catholic Church building is at the southwest corner of Duane Street and Glenwood Avenue. The uses from the diocese west to Prospect Avenue are residential.

Uses along Glenwood Avenue include two residential homes at the southeast corner with Duane Street and parking lots from the homes south to Hillside Avenue. The west side of Glenwood Avenue includes the St. Petronille Catholic Church and School.

### **Existing Roadway Characteristics**

Duane Street is an east-west two-way roadway under the jurisdiction of the Village of Glen Ellyn. In the vicinity of the site Duane Street has one 11-foot eastbound lane, one 11.5-foot westbound lane and a 6.5-foot parking lane on the north side. There is B6.18 curb and gutter and sidewalks on both sides of the street. There is no posted speed limit between Main Street and Prospect Avenue.

Glenwood Avenue is a north-south two-way roadway under the jurisdiction of the Village of Glen Ellyn. At its intersection with Duane Street the north leg is the exit from the Citibank parking lot. Northbound Glenwood Avenue is stop sign controlled at Duane Street. There is one 11-foot northbound lane and one 11-foot southbound lane. There is B6.18 curb and gutter and sidewalks on both sides. Parking is not permitted on Glenwood Avenue. The segment between Hillside Avenue and Duane Street is signed for one-way northbound on Sunday from 6:00 AM to 6:00 PM. There is no posted speed limit between Duane Street and Hillside Avenue.

### **Traffic Counts**

Manual turning movement traffic counts were obtained at the intersection of Duane Street and Glenwood Avenue from 6:30 AM to 8:15 AM. Vehicle classification was noted for a more accurate analysis of existing operations. The results of the traffic counts are presented in **Table 1**. The AM peak hour of traffic was from 7:15 to 8:15. The AM peak hour volumes are shown in **Figure 2**. The majority of the vehicles on Greenwood Avenue were in the period from 7:50 AM to 8:05 PM. During this period students were being dropped off at the St. Petronille School. For approximately 5 minutes during this 15 minute period there was a 10 vehicle back up on eastbound Duane Street at Glenwood Avenue, and a five vehicle back up on westbound Duane Street.

### **Additional Observations**

1. There are 24 curb parking spaces on the north side of Duane Street between Main Street and Prospect Avenue. There are also 5 curb parking spaces on the south side of Duane Street just west of Main Street. All of these spaces are signed as "3 Hour Parking Customer Parking Only". From 6:30 AM to 8:00 AM none of these spaces were occupied. By 8:30 AM 6 spaces were occupied.
2. The parking lot for Citibank has 41 spaces. All of these spaces are signed "Citibank Building Parking Only". From 6:30 AM to 8:00 AM a maximum of 6 of these spaces were occupied.

### **Analysis**

The proposed project is anticipated to primarily provide long term parking for Metra commuter trains and the St. Petronille Church and School. Some short term parking is also anticipated. The Metra station is approximately 0.25 mile from the proposed lot and the church/school is one block to the south. The traffic counts indicate that Duane Street is a low volume roadway with an average daily traffic of about 2,500 vehicles per day. Truck traffic is not an issue. During the peak AM hour there were 6 single unit vehicles and 2 multi-unit vehicles. Under the highest

volume condition the lot would fill up in one hour. This would add 47 vehicles to Duane Street (assume 24 eastbound and 23 westbound).

## **Conclusions**

The purpose of the project is to provide a 47 stall surface parking lot on the north side of Duane Street between Glenwood Avenue and Prospect Avenue. The lot would provide overflow parking for the Metra commuter train station and the St. Petronille Church and School.

Based upon the study evaluations, the following recommendations are provided:

1. No roadway improvements are required.
2. The outbound driveway from the lot should be 22-feet wide and stop sign controlled.
3. Care should be taken with site clearing, landscaping and signage to ensure that adequate horizontal sight distance is provided from the outbound stop sign for both directions along Duane Street.

Under the conditions given for the purpose of this study, the proposed parking lot will not have any significant impacts on the existing roadway network.







A-10

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**MEMORANDUM**

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TO: Mark Franz, Village Manager

FROM: Jeffrey D. Perrigo, Civil Engineer  
Bob Minix, Professional Engineer  
Julius Hansen, Director of Public Works

DATE: August 29, 2013

RE: Duane/Glenwood Metra Parking Lot Project

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The purpose of this memorandum is to provide for continued activities on the Duane/Glenwood Metra Parking Lot including:

- *Award of the construction contract;*
- *Award of the construction oversight agreement;*
- *Approval of the design agreement amendment.*

**BACKGROUND**

On September 20, 2012, the Village purchased the vacant land located at 460-478 Duane Street (vacant land located just west of the Citibank parking lot on the north side of Duane Street). The land was purchased with the express intent to build a commuter parking lot which is consistent with the Village's Comprehensive Downtown Plan. At the same closing table, ownership of the property was transferred Metra. A CMAQ grant was used to cover the land acquisition expenses – no Village funds were used as part of the land purchase and transfer activity. Additional grant funds remained for the design and construction of the parking lot.

Last fall, an engineering service agreement was authorized by the Board for the design of the new parking lot. Rempe-Sharpe & Associates completed the parking lot design which includes features from the Downtown Streetscape Plan as well as the Village's Comprehensive Plan which identified this location as a viable candidate for a new parking lot. The project was bid August 06, 2013, with five contractors submitting bids.

The parking lot will feature the Village's first foray into permeable pavers. Permeable pavers' cost is approximately three to four times that of a traditional asphalt parking facility (based on the parking area only – all other costs remain about the same), but they also provide valuable environmental benefits. For example, permeable pavers allow much of the rainwater that falls within the parking area to permeate directly into the ground and recharge the groundwater. During most rain events, we are expecting that none of the rainwater that lands in the parking lot will enter our storm sewer system. Other benefits that can be expected include: rain water will be filtered as it passes through the paver system and snow removal efforts for light accumulations should be reduced due to the relative warmth of the paver system melting the snow before it needs to be plowed or salted. This

project will provide us with valuable insight into the viability and practicality of such designs for other facilities in the Village.

### DESIGN AGREEMENT

#### Duane/Glenwood Metra Parking Lot Project (Design Agreement Amendment)

Rempe-Sharpe & Associates (RSA) performed the design work for the Duane/Glenwood Metra Parking Lot. During the course of the design, several issues arose which necessitated unforeseen additional time and efforts to be expended. Two of the major items that RSA was asked to take a more in-depth look at was the parking lot lighting and the enhanced landscaping. The lighting was a particularly vexing issue as the engineers were trying to satisfy two sets of criteria (Metra's and the Village's) even though they were mutually exclusive of one another. In both cases, RSA spent much more time than was originally requested performing reviews and providing exhibits for the Plan Commission and the Architectural Review Committees.

As such, we are requesting an increase in the **contract amount** for Rempe-Sharpe from \$25,895 to \$34,416; an increase of **\$8,521**. A **funding level** increase of **\$4,416** is requested to close out this design work, increasing the current appropriations from \$30,000 to \$34,416. Funds are to be expensed to the FY14 Parking Fund, 53000-580100.

### CONSTRUCTION CONTRACT

Bids were received on August 06, 2013 for the project. Five contractors submitted bids with **Hoppy's Landscaping, Inc. of Lockport, IL**, submitting the low bid of **\$541,442**. Hoppy's bid was 11.5% lower than the second low bid, and 16.5% below the engineer's estimate, as noted in the summary table below:

Contractor	Total Bid
<b>Hoppy's Landscaping, Inc.</b>	<b>\$541,442</b>
Northwest General Contractors, Inc.	\$611,188
Alliance Contractors, Inc.	\$663,840
R.W. Dunteman Company	\$687,239
Kovilic Construction Company	\$817,581
<b>Engineer's Estimate (Rempe-Sharpe)</b>	<b>\$648,583</b>

The complete bid tabulation has been prepared by the engineer and is available for examination if desired. Village staff has no direct work experience with Hoppy's. However, our engineers performed reference checks that indicate that Hoppy's is a competent and responsive contractor that is very well equipped to perform the required work.

**Action Requested**

At this time, a construction contract award to Hoppy's Landscaping, Inc., with project funding (including a 6% contingency) in the amount of **\$575,000**, is recommended. Please note the following:

<b>Duane/Glenwood Metra Parking Lot                      Recommended Funding for Construction (includes 6% Contingency)                      Hoppy's Landscaping, Inc.</b>			
Project Item	Funding Source (FY14)	Account No.	Amount
Duane/Glenwood Metra Parking Lot	Parking Fund	53000-580100	<b>\$575,000</b>

Weather permitting, project activities will be getting underway in mid-September with a scheduled completion timeframe of 60 days. Below is an excerpt from the FY14 Budget reflecting the available parking funding levels, excluding the CMAQ grant.

4. **Capital Improvements:** Construction and engineering of the Duane/Glenwood Metra lot (\$575,000), maintenance to the Main/Pennsylvania lot (\$24,500), and resurfacing of the West Main Lot (\$27,000) and the East and West Train Station shelf lots (\$55,600).

The construction of the new Duane/Glenwood Metra lot will result in additional parking in the central business district, with additional parking revenue, but will also include ongoing operational expenses, such as regular snow removal, striping, mowing, and other routine maintenance costs.

**CONSTRUCTION OVERSIGHT**

**Consultant selection**

An RFP (Request for Proposal) was sought from firms to perform the construction oversight of the Duane/Glenwood Metra Parking Lot Project with four firms submitting proposals. The tabular results are listed below:

Consultant	Estimated Personnel Hours	Estimated Fee
<b>Rempe – Sharpe &amp; Associates</b>	<b>484</b>	<b>\$39,075</b>
ERA	458	\$48,984
ESI	557	\$61,615
Baxter & Woodman	647	\$76,700

Rempe – Sharpe is an established engineering consultant that has a good working relationship with Metra. Two of their recent projects included the design of the Winfield Underpass and the Elburn Commuter Station. As this project requires close contact with Metra, Rempe-Sharpe is recommended for the construction oversight. With a 15% contingency, the total appropriation for the project is **\$45,000** in FY-14 Parking Fund monies, Account No. 53000-580100.

encl.: Rempe-Sharpe - Recommendation and Reference Checks  
Rempe-Sharpe – Proposal for Construction Services

cc: Kristen Schrader, Assistant to the Village Manager – Admin.



# REMPE-SHARPE & Associates, Inc.

## CONSULTING ENGINEERS

### Principals

J. Bibby P.E., S.E.  
D. A. Watson P.E.

B. Bennett P.E. CFM  
D. Ranney P.E. LEED AP  
J. Whitt P.E. P.L.S.

324 West State Street  
Geneva, Illinois 60134  
Phone: 630/232-0827 - Fax: 630/232-1629

August 9, 2013

Village of Glen Ellyn  
30 South Lambert Road  
Glen Ellyn, IL 60137

Attn: Robert J. Minix, P.E.

Re: Duane/Glenwood METRA Parking Lot

File: GLE-01

Dear Mr. Minix,

In accordance with the Request for Bids, the Village of Glen Ellyn opened Bids for the Duane/Glenwood METRA Parking Lot Project on Tuesday morning, August 6, 2013. The project consists of a new 47 space parking lot in the Central Business District including excavation, drainage improvements, curb and gutter, brick paver surface, sidewalk, lighting, and streetscaping/landscaping along with related restoration work located in the Village of Glen Ellyn, in accordance with the Plans and Specifications as set forth in the Contract Documents.

Fifteen (15) contractors purchased plans and five (5) contractors submitted bids as follows:

<u>COMPANY</u>	<u>BID</u>
Hoppy's Landscaping, Inc., Lockport, IL	\$541,441.90
Northwest General Contractors, Inc., Glen Ellyn, IL	\$611,188.00
Alliance Contractors, Inc., Woodstock, IL	\$663,839.55
R.W. Dunteman Company, Addison, IL	\$687,238.95
Kovilic Construction Company, Franklin Park, IL	\$817,581.00 *
Engineer's Estimate	\$648,582.50

\* Denotes Math Error

The attached Bid Tabulation gives an itemized cost for all of the bids. The low bid, from Hoppy's Landscaping, Inc. of Lockport, Illinois is \$107,140.60, or 16.5% lower than the Engineer's Total Estimate of \$648,582.50.

Village of Glen Ellyn  
Attn: Bob Minix, P.E.

Duane/Glenwood METRA Parking Lot  
August 9, 2013  
Page 2 of 2

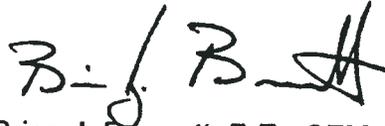
The Engineer has not worked with the Contractor, Hoppy's Landscaping, Inc., on similar projects in the past for other municipalities. Therefore the Engineer contacted the contractors' references. The references were all positive stating that the Contractor had successfully completed the projects and the Contractors work was in compliance with the Contract Documents.

Rempe-Sharpe and Associates, Inc. recommends that the Village of Glen Ellyn award the Duane/Glenwood METRA Parking Lot Project in the amount of \$541,441.90 to Hoppy's Landscaping, Inc. of Lockport, Illinois.

Enclosed, please find three (3) copies of the Notice of Award for the Duane/Glenwood METRA Parking Lot Project. Upon the Village's approval, please sign and date all three (3) copies of the Notice of Award. Send one signed copy to the Contractor, Hoppy's Landscaping, Inc., return one signed copy to Rempe-Sharpe and Associates, Inc., and retain one signed copy for the Village's files. Our office will arrange for a pre-construction meeting with Hoppy's Landscaping, Inc. after the Notice of Award is signed if requested by the Village.

If there are any questions, please contact the undersigned.

REMPE-SHARPE AND ASSOCIATES, INC.  
BY:

A handwritten signature in black ink, appearing to read "B. J. Bennett". The signature is stylized and somewhat cursive.

Brian J. Bennett, P.E., CFM

Attachments

p.c. Jeff Perrigo – Village of Glen Ellyn



# REMPE-SHARPE

& Associates, Inc.

**Principals**

J. Bibby  
D. Watson

P.E. S.E.  
P.E.

B. Bennett  
D. Ranney  
J. Whit

P.E. CFM  
P.E. LEED AP  
P.E., P.L.S. CFM

**CONSULTING ENGINEERS**

324 West State Street  
Geneva, Illinois 60134  
Phone: 630/232-0827 - Fax: 630/232-1629

May 30, 2013

Mr. Robert Minix, P.E.  
Glen Ellyn Public Works Department  
30 South Lambert Road  
Glen Ellyn, IL 60137

Re: Proposal for Professional Engineering Services  
Glenwood - Duane Parking Lot Improvements  
Resident Construction Engineering

Dear Mr. Minix,

Rempe-Sharpe is pleased to be considered for professional engineering services to provide Construction Engineering for the Duane-Glenwood (Metra) Parking Lot in the Village of Glen Ellyn. It is our understanding that the Village wishes to construct a new 46 space parking lot in the Central Business District including excavation, drainage improvements, curb and gutter, brick paver surface, sidewalk, lighting and streetscaping/landscaping. Rempe-Sharpe understands this project is being constructed for Metra by the Village with funding from CMAQ and local monies. Rempe-Sharpe is the Engineer of Record, and it would be advantageous to retain our staff for continuity into construction phase.

Our Scope of Consultant Services to be provided include:

**A. SCOPE OF ENGINEERING SERVICES**

1. Rempe-Sharpe will provide a Resident Engineer for the duration of the project. The Resident Engineer shall be on-site during construction of the Duane-Glenwood (Metra) Parking Lot.
2. Coordinate full time Resident Engineer observation when work is on-going. The Resident Engineer responsibilities includes, but are not limited to:
  - A. Attendance at project meetings including, but not limited to, pre-bid, pre-construction, and weekly construction meetings.
  - B. On-site observation of the contractor's operations to ensure conformance with the contract documents.
  - C. Maintain a project diary and provide weekly progress reports. Keep field notes for documentation of payable work as well as allow for verification of the contractor's submitted Record Drawings. Rempe-Sharpe resident engineer will advise the Village of any changes or conditions that impact the project in a timely manner.

- D. Serve as the Village's liaison with the Contractor, public/private utilities.
- E. Documentation of quantities, quality assurance, arranging for materials testing and minutes of weekly meetings.
- F. Daily review and inspect traffic control items and erosion control plan implementation / maintenance.
- G. Alert the contractor's field superintendent if it comes to the Resident's attention that unapproved materials or equipment are being used and advise the Village of such occurrences.
- H. Review and provide recommendations to the Village concerning applications for payment by the contractor and change order requests.
- I. Upon substantial completion, inspect the improvements, develop and monitor completion of the final punch-list and paperwork to close-out the project.
- J. Anticipated Construction Schedule is July 29, 2013 to November 20, 2013.

**B. PAYMENT FOR ENGINEERING SERVICES**

Village shall pay Engineer for Construction Engineering Services rendered under this agreement, all hourly not-to-exceed a fee of .....\$39,075.00

**C. EXCLUSIONS**

Excluded from the Project Scope would be detailed line and grade staking (to be provided by Contractor). A single Resident shall provide construction phase service throughout this project. Final deliverables shall include minutes to weekly meetings, IDR's, verification of quantities for payout reviews, and As Built drawings signed and sealed.

**D. OWNER'S RESPONSIBILITIES**

Assist the Engineer by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

Furnish to the Engineer, as required for performance of Engineer's Basic Services, data prepared by or services of others including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, material and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way,

property descriptions; zoning, deed and other land use restrictions; and other special data or consultations, all of which the Engineer may rely upon in performing his services.

Arrange for access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services.

Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Engineer, and render decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

Designate a person to act as the Owner's Representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Owner's policies and decision with respect to materials, equipment, elements and systems pertinent to the Engineer's services.

Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect in the work of Contractor(s).

Furnish, or direct the Engineer to provide, necessary Additional Services as stipulated in this Agreement or other services as required.

Require the construction contractor(s), who implement Engineer's designs, drawings and specifications, to name the Engineer as additional insured while construction work is in progress.

#### **E. TERMINATION**

This Agreement may be terminated by Owner at its sole discretion upon thirty (30) days written notice. In addition, the Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. In the event of termination hereunder, Engineer shall be paid for all services actually performed to the date of termination.

#### **F. GENERAL CONSIDERATIONS**

##### **1. REUSE OF DOCUMENTS**

All documents including Drawings and Specifications prepared by Engineer pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by Owner or others on extension of the Project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer; and Owner shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses including attorney's fees arising or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Owner and Engineer.

## **2. CONTROLLING LAW**

This Agreement is to be governed by applicable laws of the State of Illinois.

## **3. SUCCESSORS AND ASSIGNS**

Owner and Engineer each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

Neither Owner nor Engineer shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated above and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Engineer from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Engineer.

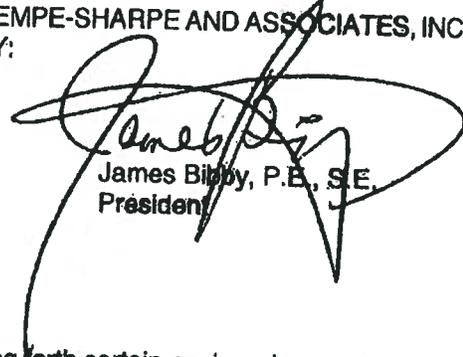
Village of Glen Ellyn  
Attn: Mr. Bob Minix

Duane-Glenwood (Metra) Parking Lot  
May 30, 2013  
Page 5 of 5

We wish to express our appreciation and thanks for your consideration in this matter and, if there are any questions regarding this proposal, please feel free to contact us.

Very truly yours,

REMPE-SHARPE AND ASSOCIATES, INC.  
BY:



James Bibby, P.E., S.E.  
President

This proposal from Rempe-Sharpe & Associates, Inc. setting forth certain engineering services and fees relative to Construction Engineering Services for the Glenwood-Duane Parking Lot Improvements is hereby accepted and Rempe-Sharpe is authorized to proceed.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2013

By: \_\_\_\_\_

Title: \_\_\_\_\_