



Agenda
Village of Glen Ellyn
Special Workshop Meeting
Monday, February 29, 2016
7:00 PM
Glen Ellyn Civic Center, Room 301

Village Board Workshop 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 prior to the meeting. Any individual with a disability requiring a reasonable accommodation in order to participate in a meeting should contact the 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.

A. Call to Order

B. Roll Call

C. Pledge of Allegiance

D. Audience Participation

1. 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.

E. Proposed Vehicle Purchase for Police Department and Volunteer Fire Company: (Public Works Director Hansen and Fire Chief Bodony) (Discussion Only)

1. Public Works Director Julius Hansen and Fire Chief Jim Bodony will present information regarding the proposed purchase of vehicles for the Police Department and Volunteer Fire Company.

F. Proposed Enclaves of Glen Oak Subdivision: (Planning and Development Director Hulseberg) (Discussion Only)

1. Planning and Development Director Staci Hulseberg will lead the discussion on the proposed Enclaves of Glen Oak Subdivision.

G. Police Facility Update: (Police Chief Norton) (Discussion Only)

1. Police Chief Phil Norton will provide an update on the Police Facility.

H. Other Items

I. Adjournment



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

Meeting: 02/29/16 07:00 PM
Department: Public Works
Department Head: Julius Hansen
Category: Discussion Item
Prepared By: Frank Frasco

SCHEDULED

AGENDA ITEM (ID # 2125)

DOC ID: 2125

Public Works Director Julius Hansen and Fire Chief Jim Bodony will present information regarding the proposed purchase of vehicles for the Police Department and Volunteer Fire Company.

Background

Annually, the Equipment Services Division evaluates the Fleet and determines which vehicles it will recommend for replacement. This decision is based on a number of factors including vehicle mileage, engine operating hours, mechanical condition, body condition, frame integrity, reliability, safety, operating cost, and the vehicle's ability to meet the needs of the community and the department. Equipment Services then works with the Police and Fire Departments to understand their needs and to determine which vehicles and emergency equipment will meet those needs in a fiscally responsible way. We create a specification and obtain bids from numerous dealers and compare those to the Suburban Purchase Cooperative (SPC) and State of Illinois competitively bid contracts. The ESD then recommends the purchase be made from the lowest responsible bidder.

Subject

The Equipment Services Division orders new vehicles in early spring so that we can take delivery in the summer. This allows us to upfit these vehicles in the summer and at a time of the year in which our workload allows this task. Manufacturer cut-off dates have historically been during the months of April or May. This year Ford just informed us that the order cut-off date for the model year 2016 Ford Utility Police Interceptor has been moved up to March 11, 2016 and the cut-off date for the model year 2016 Ford Expedition SSV/ Ford Expedition XL has been moved up to March 4, 2016. If we miss these ordering deadlines we will have to wait for the model year 2017's and this would not allow us to upfit these replacement vehicles in a timely manner.

The ESD requested and has obtained the SPC and State of Illinois contracts for these vehicles. I have also requested proposals from numerous local dealerships. At this time, the lowest responsible proposal for the Police Utility Interceptor and the Expedition SSV is from Morrow Brothers Ford. The lowest responsible proposal on the Expedition XL is from Roesch Ford. These dealers have agreed to pre-order these vehicles prior to the Ford cut-off dates and the Village will have the ability to cancel the order with no financial obligation if the Village Board does not approve the purchase at the March 14, 2016 meeting.

Action Requested

Allow the Equipment Services Division to place orders for 1 Ford Police Utility Interceptor, 1 Ford Expedition SSV, and 1 Ford Expedition XL from the lowest responsible bidder and before the manufacturer's cut-off dates. These orders will be contingent on Village Board approval and can be cancelled with no financial obligation to the Village.

Agenda Item (ID # 2125)

Meeting of February 29, 2016

ATTACHMENTS:

- SKM_C454e16022414330 (PDF)



WWW.MORROWBROTHERSFORDINC.COM

Route 267 South • RR 2 Box 120 • GREENFIELD IL 62044
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

February 22, 2016

Village of Glen Ellyn Illinois

To whom it may concern:

Due to the early vehicle final order dates established by Ford Motor Company, Morrow Brothers Ford agrees to submit your vehicle orders prior to board approval with no obligation to the village. Let me know if you need anything further.

Richie Morrow Wellenkamp
Fleet Manager/Vice President
Morrow Brothers Ford, Inc.

Frank Frasco

From: Brian Kilduff <briankilduff@roeschtrucks.com>
Sent: Wednesday, February 24, 2016 1:13 PM
To: Frank Frasco
Subject: police department expedition

Frank,

Roesch Ford will order a New Ford 2016 Expedition for the Village of Glen Ellyn Police Department under the NWMC Contract #151. Ford Motor Company is accepting orders on 2016 Ford Expedition until March 4th, 2016. The Village of Glen Ellyn has until March 30th, 2016 to cancel order with no financial obligations to the Village of Glen Ellyn.

Sincerely Brian Kilduff-Roesch Ford



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

Meeting: 02/29/16 07:00 PM
Department: Planning & Development
Department Head: Staci Hulseberg
Category: Discussion Item
Prepared By: Michele Stegall

SCHEDULED

AGENDA ITEM (ID # 2123)

DOC ID: 2123

Planning and Development Director Staci Hulseberg will lead the discussion on the proposed Enclaves of Glen Oak Subdivision.

Background. Skar Development LLC, owner of property commonly as 21W576 Hill Avenue and contract purchaser of property commonly known as 0N208 and 0N220 Cumnor Avenue is requesting a number of approvals from the Village associated with their plans to annex the property to Glen Ellyn and construct a new 12-lot single-family home subdivision on the site.

The subject property is located in unincorporated DuPage County, north of Country Club Lane between Whittier Avenue on the west and Cumnor Avenue on the east. The Illinois Prairie Path is located north of the site (see attached map). As part of the project, the property would be annexed to Glen Ellyn and zoned R2 Residential district. A path connection between the site and Whittier Avenue to the west is proposed that would eventually lead to a Prairie Path connection one block to the west.

On November 24, 2014, the petitioner received approval of an Annexation and Development Agreement, Preliminary Plat of Subdivision, Subdivision Variations and Zoning Variations for an 8-lot subdivision at 21W576 Hill Avenue. After the approvals were granted, the petitioner entered into a contract to purchase the properties at 0N208 and 0N220 Cumnor Avenue and subsequently revised the plans to include 4 additional lots and reconfigure the access to the site. The changes to the plans were considered substantial changes and required the petitioner start the Village review process over.

In order to proceed with the project, the petitioner is requesting a number of approvals as identified below.

1. An annexation and recapture agreement for the development. Among other things, the agreement would allow for the annexation of the property to the Village and for the recapture by the petitioner of some of the utility costs associated with extending water and sanitary sewer from its current location on Hill Avenue north on Cumnor Avenue to serve the proposed subdivision. Recapture payments would be made as other properties in the area chose to connect to these services. Pursuant to State Statute, the recapture agreement would have a term of 10 years and the annexation agreement would have a term of 20 years.
2. The annexation of the property to the Village. Upon annexation, the property would be zoned R2 Residential zoning district.
3. The vacation of 12,521 square feet of the Acorn Avenue right-of-way located immediately north of the property. Per a prior memo sent to the Board, the right-of-way would be vacated to the developer at no cost in recognition of the fact that the right-of-way is not currently under Village control and would only become the jurisdiction of the Village upon annexation of the site and in recognition of the considerable public improvements and new right-of-way that would be dedicated to the Village in association with the proposed subdivision. A 10-foot wide pedestrian access easement would be maintained along the northern edge of the right-of-way.

4. Approval of a Preliminary Plat of Subdivision in accordance with Section 11-3-4 of the Subdivision Regulations Code.
5. Approval of the following Variations from the Glen Ellyn Subdivision Regulations Code.
 - a. A Variation from Section 11-4-4(E) to allow a right-of-way width of 50 feet in lieu of the minimum right-of-way width of 60 feet required.
 - b. A Variation from Section 11-4-7(A) to allow the proposed sidewalk to terminate on Lot 1 and only be located on one side of the street, adjacent to the proposed lots and to allow the absence of a sidewalk on the north side of the new street leading into the development.
 - c. A Variation from Section 11-4-8 to allow the existing overhead utilities on the property and in the adjacent Cumnor Avenue right-of-way to remain above ground.
 - d. A Variation to waive the land transfer regulations in Section 11-3-9 for a 20-foot wide strip of land leading from Hill Avenue to the main portion of the property.
 - e. A Variation from Section 11-4-4(J) to allow a cul-de-sac bulb right-of-way diameter of less than 116 feet to accommodate the creation of a landscape buffer west of the proposed cul-de-sac bulb. (The overall diameter of the pavement in the bulb would comply with Code).
 - f. A Variation from Section 11-4-2 to allow the creation of a flag lot where one would otherwise be prohibited.
 - g. A Variation from Section 11-4-9(C) to allow the absence of parkway trees in the adjacent Cumnor Avenue right-of-way.
6. Approval of the following variations from the Glen Ellyn Zoning Code:
 - a. A Variation from Section 10-4-8(D)1(a) to allow front yard setbacks of 20-feet on Lots 11 and 12 in lieu of the minimum setback of 30-feet required.
 - b. A Variation from Section 10-4-8(D)8(a) to allow a lot width of 50.3 feet, 15 feet and 58.46 feet on Lots 2, 3 and 4 respectfully in lieu of the minimum lot width of 66 feet required.
 - c. A Variation from Section 10-4-8(D)9 to allow a lot depth of 107 feet on Lot 12 in lieu of the minimum lot depth of 110 feet required.

A number of the zoning and subdivision variation requests are carry overs from the original project. A comparison of the variation requests between the original project and new proposed project is below.

	Original Project	New Project
Right-of-Way Width	x	x
Sidewalk on One Side of Street	x	x *
Overhead Utility Lines to Remain	x	x *
Future Waiver of Land Transfer Regulations for 20-foot strip	x	x
Cul-de-Sac Bulb Diameter	x	x
Flag Lot		x
Parkway Trees on Cumnor		x
Curvature of Road	x	
Front Yard Setback of 20-feet on 2 lots	x	x
Lot Width on 3 lots		x
Lot Depth on one lot		X

(*) Variation expanded with new project

Plan Commission Recommendation. The Plan Commission reviewed the requested Preliminary Plat of Subdivision, Subdivision Variations and Zoning Variations at a public hearing on January 28, 2016. Nine people spoke at the hearing and expressed concerns about the project. By a vote of 5-4, the Plan Commission recommended approval of the project subject to a number of conditions. Those Commissioners voting “no” expressed concern about the lot variations, particularly the variation request to allow the creation of a flag lot.

Following the Plan Commission meeting, the petitioner indicated that if the variations needed to proceed with the revised plan are not approved that they would proceed with the originally approved project and submit final subdivision plans for the same. Please note that the Commission’s review of the project focused on the specific relief requested with the new plan and not the necessarily the merits of one plan versus the other.

Staff Recommendation. Staff believes that the new plan is superior to the original plan for a number reasons.

1. With the original plan, the sanitary sewer was to run from Country Club Lane through an easement between two single-family home lots to serve the subdivision. With the revised plan, the sanitary sewer would be located in the Cumnor Avenue right-of-way which is preferable from a maintenance standpoint and in line with the long term utility plan for the area. The revised utility plan is preferred by the Public Works Department.
2. Testimony was presented at both public hearings about existing stormwater problems in the Country Club Lane and Whittier Avenue area resulting from the current uncontrolled flow of stormwater over the petitioner’s property and the properties northeast of the site. Both plans should improve the existing stormwater conditions in the area through the construction of a new detention facility that the stormwater from the site would be directed to thereby reducing the volume of water sheet flowing to Country Club Lane. The new project however would provide a greater stormwater improvement than the original plan as the addition of the Cumnor Avenue lots allows for a storm sewer and catch basin to be located near the Cumnor Avenue and Fairview Street intersection that would allow more of the existing runoff to be collected and diverted to the proposed detention facility.

3. With access off of Fairview Street, the subdivision is better integrated into the surrounding neighborhood.
4. A previously approved variation for the radii of the road leading into the property, which was a significant topic of discussion with the original plan, has been eliminated with the revised design. The Volunteer Fire Company has indicated that they prefer the new design (see attached letter).
5. Per the annexation agreement approved as part of the original project, the Village was to contribute \$35,000 toward the construction of a water main on Cumnor Avenue. While it was believed that the Village would recoup this money over time as property owners chose to connect to the new main, a Village contribution to the project is not proposed with the revised plan.

Village Board Action. Different voting requirements apply to the various requests. The requested right-of-way vacation requires a 3/4 vote or 5 Trustees to approve, the annexation and recapture agreement requires a 2/3 vote or 4 Trustees to approve and the Subdivision and Variations require a simple majority vote. Please note that Trustee Elliot will be recusing himself from consideration of the requests.

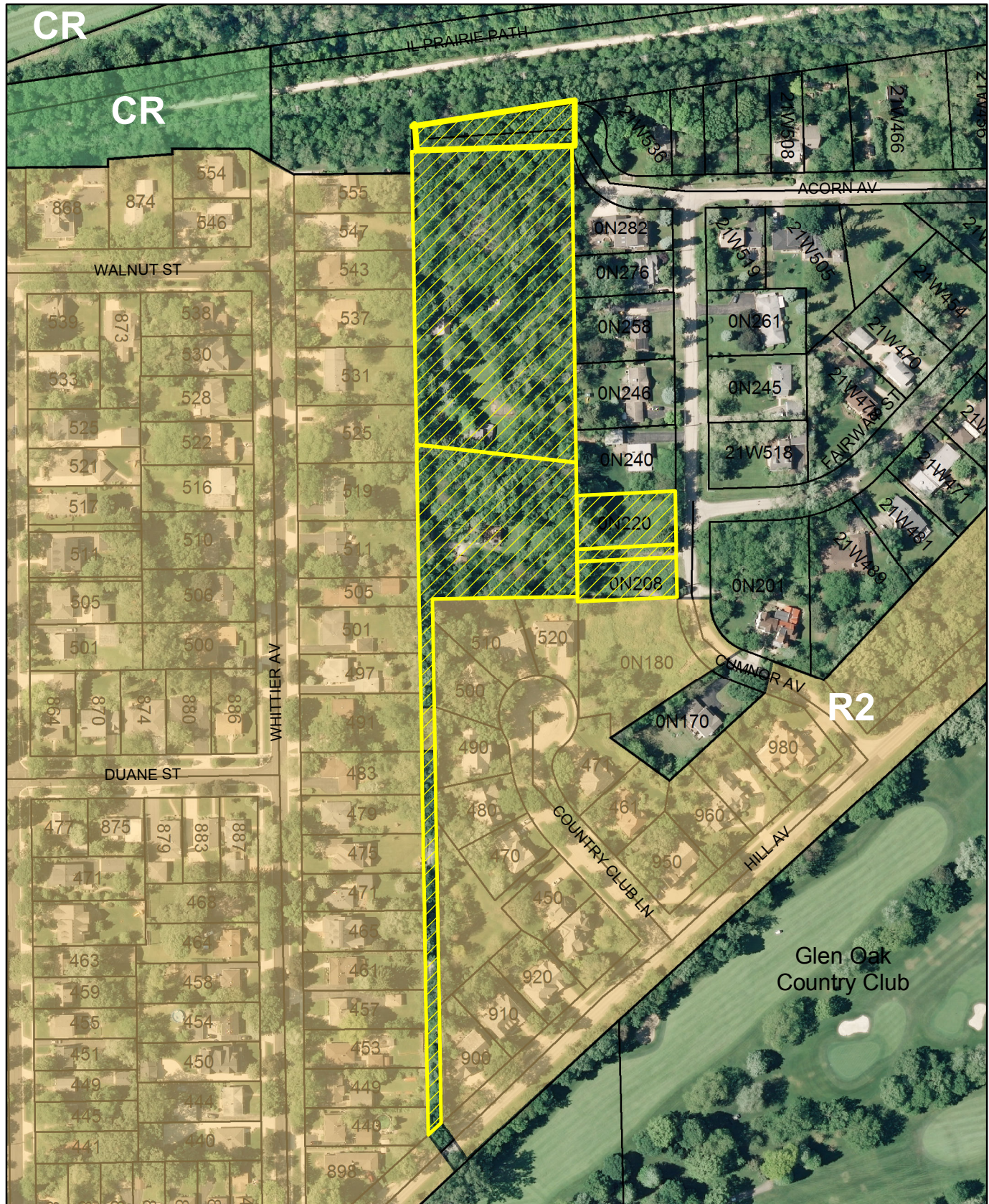
The project is scheduled for discussion at a workshop meeting on Monday, February 29, 2016 and is tentatively scheduled for formal consideration at the March 14, 2016 meeting.

cc: Greg Rose, KF Walter Homes
Nate Wynsma, William Ryan Homes
Tracy Kasson, Project Attorney
Maureen Egan, Project Engineer
Bob Minix, Public Works Professional Engineer
Ray Ulreich, Village Stormwater Engineer

ATTACHMENTS:

- Aerial Photo with Zoning Overlay (PDF)
- Draft January 28, 2016 Plan Commission Minutes (DOCX)
- Resident Emails (2) (PDF)
- Original Plan (PDF)
- Letter from Chief Bodony (PDF)
- Memorandum from Bob Minix and Ray Ulreich (DOCX)
- Select Plans from Petitioner's Application Packet (PDF)
- Draft Annexation and Recapture Agreement (PDF)

Enclaves of Glen Oak



Prepared By: Planning and Development

Date: May 5, 2015

2011 Aerial Photo

0 175 350 700
Feet



DRAFT
PLAN COMMISSION
MINUTES
JANUARY 28, 2016

The meeting was called to order by Acting Chairperson Jeff Girling at 7:01 p.m. Plan Commissioners David Allen, Terra Costa Howard (arrived at 7:10 p.m.), Phillip Hartweg, Tracy Heming-Littwin, Heidi Lannen, James Ozog, Ray Whalen and Lyn Whiston were present. Chairperson Mary Loch and Plan Commissioner Angela Fanella were excused. Also present were Trustee Liaison Timothy O'Shea, Village Planner Michele Stegall, Village Stormwater Engineer Ray Ulreich and Recording Secretary Barbara Utterback.

No general comments on non-agenda items were made by the public at this Plan Commission meeting.

Plan Commissioner Heming-Littwin moved, seconded by Plan Commissioner Allen, to approve the minutes of the November 12, 2015 Plan Commission meeting. The motion carried unanimously by voice vote.

Plan Commissioner Heming-Littwin moved, seconded by Plan Commissioner Allen, to approve the minutes of the December 10, 2015 Plan Commission meeting. The motion carried unanimously by voice vote.

PUBLIC HEARING – ENCLAVES OF GLEN OAK SUBDIVISION, 21W576 HILL AVENUE, 0N220 CUMNOR AVENUE AND 0N208 CUMNOR AVENUE

A PUBLIC HEARING WITH DISCUSSION, CONSIDERATION AND RECOMMENDATION REGARDING REQUESTS FOR APPROVAL OF A PRELIMINARY PLAT OF SUBDIVISION, SUBDIVISION VARIATIONS AND ZONING VARIATIONS FOR PROPERTY COMMONLY KNOWN AS 21W576 HILL AVENUE, 0N220 CUMNOR AVENUE AND 0N208 CUMNOR AVENUE. THE PETITIONER IS PLANNING TO ANNEX THE PROPERTY TO GLEN ELLYN AND IS MAKING THE REQUESTS TO ACCOMMODATE THE SUBDIVISION OF THE PROPERTY INTO 12 SINGLE-FAMILY HOME LOTS. THE PROPERTY IS LOCATED NORTH OF COUNTRY CLUB LANE BETWEEN WHITTIER AVENUE ON THE WEST AND CUMNOR AVENUE ON THE EAST AND WOULD BE ZONED R2 RESIDENTIAL ZONING DISTRICT UPON ANNEXATION.

(Skar Development, owner of the property)

Plan Commissioner Heming-Littwin moved, seconded by Plan Commissioner Allen, to open the public hearing. The motion carried unanimously by voice vote.

Staff Presentation

Village Planner Michele Stegall and Village Stormwater Engineer Ray Ulreich were present to speak on behalf of the subject project. Ms. Stegall stated that this public hearing is for a 12-lot subdivision known as the Enclaves of Glen Oak subdivision which includes 21W576 Hill Avenue,

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0N208 Cumnor Avenue and 0N220 Cumnor Avenue. She displayed the site on the overhead and stated that the entire area is approximately 4.5 acres. Ms. Stegall stated that the subject property is currently in unincorporated DuPage County but would be annexed to Glen Ellyn as part of the project and zoned to the R2 Residential Zoning District.

Ms. Stegall stated that in 2014 an 8-lot subdivision was planned for the 21W576 Hill Avenue property and she displayed that subdivision. She stated that that plan was preliminarily approved by the Village Board in November of 2014 along with an annexation agreement. Ms. Stegall stated that this plan included a road coming in off of Acorn Avenue and there was a sharp bend in the curve. She also stated that sanitary sewer was also reaching the property through an easement on two Country Club Lane lots. Ms. Stegall stated that after the petitioner received preliminary approval of this plan, they entered into a contract to purchase the Cumnor Avenue property and appeared before the Plan Commission in May of 2015 for a pre-application conference to discuss going with a different 12-lot plan similar to the one before the Plan Commission this evening.

Ms. Stegall displayed a landscape plan for the subject project and stated that staff believes this revised plan is superior to the original plan and with this plan, the sharp bend in the curb that was the product of an access on Acorn Avenue goes away. She also stated that the street is now more code compliant, at least in regard to the curvature of the road there, and the public utilities (water and sanitary sewer) are coming up Cumnor Avenue and then enter the property. She added that having both public utilities in the public right-of-way is better for the Village in terms of future maintenance and repair.

Ms. Stegall stated that because the new plan is substantially different from the previous plan, the petitioner was required to start the process over; therefore, this project is being considered as a brand new application and is in the preliminary plat stage. She stated that there are a number of variations being requested, many of which are carryovers from the original plan and which have been discussed at length in the past and that she planned to provide an overview of only the new or modified variation requests. She stated that the first variation is regarding sidewalks. She stated that the code requires sidewalks to be constructed on both sides of all new roads, however, with the original approval, a variation was granted to allow the absence of a sidewalk on the west side of the street in order to accommodate a landscape buffer between the new road and the properties on Whittier Avenue. She added that staff believes there is a benefit to having that buffer. She stated that what is different with this application is the request to allow the absence of a sidewalk on the north side of the new Fairway Court Road leading into the site. She stated that a landscape buffer is also proposed in that area to the benefit of the neighbor to the north and staff has suggested looking at that between now and the final review to see if a buffer and a sidewalk could be accommodated at that location. Ms. Stegall stated there was also a variation previously approved regarding utility undergrounding and that variation has been expanded to also include the properties with Cumnor Avenue

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frontage. She stated that there was also a variation to allow the absence of parkway trees on Cumnor Avenue which is very narrow adjacent to the subject site and a 5-foot sidewalk is being installed in that area which allows very little room to install trees. Ms. Stegall also stated that a subdivision variation is also being requested to allow the creation of a flag lot (Lot 3) which is prohibited by code.

Ms. Stegall stated that three zoning variations are also being requested by the petitioner. She stated that the first variation is for lot width, adding that the property will be zoned in the R2 Zoning District which requires a minimum of a 66-foot wide lot for an interior lot. She stated that the variations are being requested on Lots 2, 3 and 4 and lot width is measured at the minimum required front yard building setback. She added that the width of Lot 2 would be 50.3 feet, Lot 3 (the flag lot) would be 15 feet and Lot 4 would be 58.46 feet. She also stated that all of these lots open up and become wider as one goes further back on the properties. Ms. Stegall stated there is also a variation for lot depth for Lot 12 and the code requires a minimum depth of 110 feet. She stated that along the eastern property line, that lot has a width of 111 feet, however, there is a jog in the lot line in the last 18-1/2 feet of the property which creates a lesser depth in that area. She added that when lot depth is measured, the length of the two side yard lot lines are averaged which ends up here at 107 feet. Ms. Stegall then stated that on Lots 11 and 12, a variation is being requested to allow 20-foot front yard setbacks on those properties in lieu of the 30 feet required. She added that a variation was also approved on the original plan to allow 20-foot setbacks on two of the lots.

Ms. Stegall stated that a 20-foot strip of the property extends to Hill Avenue and with both the original application and this application, the plan for this strip exclusively is to remove the driveway and grass that strip. She stated that, at staff's suggestion, a rather unique variation was advertised for that waived some of the Village's land transfer requirements in relation to this strip. Ms. Stegall also stated that staff has met with the County and come to a conceptual agreement to allow a path to be constructed on County property and connected to the sidewalk on Whittier Avenue which would then lead to a Prairie Path connection a block to the west.

Petitioner's Presentation

Present were Tracy Kasson, Project Attorney, Rathje Woodward, 300 E. Roosevelt Road, Wheaton, Illinois, Nate Wynsma, consultant with William Ryan Homes, and Maureen Egan, Project Engineer. Mr. Kasson stated that after having gone through the first process, the petitioner decided to try to enhance that plan when additional land became available. He also stated that two exhibits were presented that included all of the responses to their zoning and subdivision standards and the flash drive material that will be presented at this meeting.

Nate Wynsma with Skar Development stated that the subject project began in 2014 when they appeared before the Plan Commission at which time that project was approved. He added that

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they have appeared before the Plan Commission three times. He stated that they have since acquired parcels on Cumnor Avenue which allowed for a larger project with a better approach to the property, and he displayed exhibits of the original and proposed plans. He described the original plan which he stated was an improvement to the area from a stormwater standpoint. Mr. Wynsma stated that when they added the Cumnor Avenue properties, they needed to re-engineer the entire site because they will now pick up unincorporated unimpeded run-off from Cumnor Avenue that will drain south and crosses over, in part, their Lots 11 and 12. He added that they will detain that water on site, focusing it into their water basin and treating it from there. Mr. Wynsma stated that the most obvious change in their plans was the access point which placed the project closer to Hill Avenue and improved the window, the access, the connection to the existing neighborhood and the alignment with Fairway Drive as well as changing the traffic pattern of what will be generated by this development. He added that traffic will not be brought up Cumnor to Acorn any longer. Mr. Wynsma stated that they have eliminated the need for any disturbance to Country Club Lane as utilities will be brought up Cumnor and in from Hill and Cumnor into the subject site at Fairway. He stated that he feels the uphill design of the cul-de-sac versus the downhill design will make for a better feel for this community. He stated that they are still focused on a single-loaded road with the lots being on the east side, a variation in the road width, a variation in the sidewalk on one side and a landscape buffer from the street to the property line. Mr. Wynsma also stated that because there is so much topography to the site, its character is accentuated and the lots are reflective of a custom community. He also stated that they wanted an interconnection with the neighborhood. Mr. Wynsma stated that the connection at Fairway is an improvement and the adjustments made on the north end of the plan will accommodate what is now a 16-foot easement on the west side of Lot 1 which is a continuation of the landscape buffer but also the path connection intended to be a continuation of a concrete sidewalk from the subject property to Whittier. He added that a 10-foot easement is located across the backs of Lots 1, 2 and 3 to accommodate a potential future path connection.

Mr. Wynsma stated that the development will be a custom community and he displayed some architectural styles they intend to build at this site. He added that the homes will be 3,000 square feet and up with price points from mid-\$800,000 to in excess of \$1,000,000.

Civil Engineer Maureen Egan stated that the existing site is 4.65 acres which includes the new Cumnor Avenue parcels and with an addition of .29 acres of Acorn Avenue which will be vacated at the north end. She stated that the site currently has two vacant homes and some accessory structures located there. She also stated that the topography is rather severe with a 30-foot difference from the northeast corner to the southwest corner. Ms. Egan displayed and described an aerial photo of the subject site. She also displayed an existing drainage map and stated that the entire site drains from north to south with a couple of offsite areas to the north that drain toward the site and two larger drainage areas—one that is the rear yard of the Cumnor Avenue lot that drains through the subject site from the northeast to the southwest

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and another that drains to the front yard of the Cumnor Avenue lot as well as a portion of the Prairie Path that comes down Cumnor and drains through to Glen Oak Estates.

Ms. Egan stated that the entrance to the proposed development will be at Fairway with a proposed 60-foot right-of-way and a cul-de-sac bulb. She indicated the detention basin is on the southwest where all of the drainage begins to go. Ms. Egan also displayed the preliminary engineering plan and stated that the sanitary sewer will connect at Hill Avenue and come up Cumnor to Fairway and then up through the subdivision. She added that the water main will also be connected at Hill, go up Cumnor to Fairway, across Lots 11 and 12 and then jump to the other side and the remaining lots. She also stated that storm sewer will pick up the on-site drainage and bring it to the detention basin which is what is done on the south side of the site. She stated that storm sewers will be located on the north side of the cul-de-sac that are planned to intercept all of the offsite drainage coming from the north and dump it into their detention basin. She added the water will no longer go south but will be released into an outlot. She stated that the outlot is an existing driveway that will be removed and which will be vegetated and will become a swale that will carry water from the detention basin down to Hill Avenue. Ms. Egan also stated that a 16-foot landscape buffer will run along the cul-de-sac and they worked with staff to provide a pathway connection to Whittier and the revision was taking the sidewalk and heading north in an easement that would be along Lot 1. She added that the path would head to the west. She added that there will be a sidewalk and an easement along Lot 1 and a continued concrete sidewalk connected to the Whittier walk which would allow them to connect to the Prairie Path further to the west.

Ms. Egan displayed a proposed drainage exhibit that showed that the extension of the two Cumnor Avenue lots allows them to pick up the drainage area to the north that was continuing south on Cumnor and will now be routed through the site through a storm sewer and the roadway into their detention basin which will outlet the restrictor into Outlot B which will eventually get to Hill Avenue. Ms. Egan stated that the detention basin has 6-1/2 feet of bounce and will route through some of the offsite drainage and re-direct it to the south.

Ms. Egan also displayed an offsite path plan extension exhibit which they worked with staff to create and which was reviewed with DuPage County Highway Department to have conceptual approval with them to make this connection.

Ms. Egan displayed a landscape plan and stated that it has parkway trees and a lot of buffering vegetation along the west property line. She added that they are trying to save as many trees along the perimeter as possible. She stated that a preliminary tree study was done that classified the trees as good or bad. She added that many trees will be saved and additional plantings will be located along the perimeter. Ms. Egan stated that an approximately 16-foot landscape buffer will be located near a neighbor and that the rationale for the sidewalk being on the east side of the street and then coming down and crossing in front of the lots on the

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south was to have the largest possible buffer for that neighbor. She stated that a storm sewer system needs to be put in that buffer to accept the drainage from the north.

Mr. Kasson stated that some of the variations are carry-overs from the previous project. He stated that, in general, the property is an in-fill parcel bounded by other existing residential neighborhoods to the east, west and south and requires the proposed cul-de-sac design. He stated they have the ability to be under contract to purchase the property to the south which reverses the cul-de-sac design and allows a better entrance point off of Fairway as well as a better infrastructure. He stated that the cul-de-sac design to the north leads to the lot width variations on Lots 2, 3 and 4 and the reduction in Lot 3, the flag lot, allows them to access the lot from the cul-de-sac and be part of the neighborhood. He stated that the other alternative would be to have that lot access from Acorn where it currently dead ends, however, this alternative would not allow the property owners to feel a part of the neighborhood or to have public safety personnel available. He added that it would be the best case scenario to have a wide width for that lot and his team feels that would be one of the most desirable lots in this subdivision. He stated that the flag lot will not look different from any other lot in the subdivision and will keep all of the homes as part of the subdivision. Mr. Kasson stated that the other lots are created by the cul-de-sac bulb and also the easement that the Village requested on Lot 1 on the western end. He also stated that the lots are measured at the front yard setback and the lot was due to open up after that and after approximately 10 feet north of that they would actually be 66 feet or wider. He stated that this project does not have any impact on adjoining properties. Mr. Kasson also stated that front yard setback variations were approved on the previous plan for former lots on the west side of the subdivision. He stated that variations are now being request for Lots 11 and 12 that come in off of the street and border the detention pond. He stated that the 20-foot setback in lieu of the required 30-foot setback is to maintain the rear yard for those lots and then back up to the adjoining single-family homes to the south. He also stated that the 8-foot lot depth variation on Lot 12 is due to the jog in that property on the west end although the house would be built in the area that has the 112-foot depth. Mr. Kasson stated that all of the lots meet the Village's lot size requirements so there are no variations requested and all of the variations are internal to the subdivision. Mr. Kasson stated that some of the subdivision variations are carry-overs from the previous plan and dealt with the design of the street in the cul-de-sac—the reduction of the street right-of-way width, the cul-de-sac right-of-way radius and the construction of sidewalks on one side. The reason for this variance is to have the greatest transition to the west and added that there is no reason to have a sidewalk on the west side of that street. He stated that there is no reason to have the sidewalk on the north side as one enters in order to have the greatest landscaping by that property. Mr. Kasson stated that the flag lot borders two of the internal proposed lots and is a better feel with better access for the neighborhood and public safety regarding avoiding confusion. He added that all new electrical lines will be located underground for this subdivision and the existing overhead lines were approved as part of the previous subdivision. He stated that there will be no parkway trees on Cumnor as there will be no room for them as sidewalks will be installed.

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Responses to Questions from the Plan Commission

Plan Commissioner Whiston stated that Tim Connors of the Country Club Lane Homeowners Association was concerned regarding stormwater on Cumnor Avenue between Fairway and Hill and flooding on Country Club Lane and asked how these properties will be affected by the proposed project. Mr. Kasson stated the subject project will improve the water situation for those areas. Village Stormwater Engineer Ulreich also responded that the situation on Country Club Lane will be improved by the proposed project because the water is now being directed there over land uncontrolled but will be captured and brought into the stormwater detention basin with the new development. Plan Commissioner Allen asked for clarification regarding a swale between Outlot A and Hill Avenue. Ms. Egan explained that the swale is actually a small depression that will carry the stormwater overflow to the detention basin and will be directed to Outlot B. She added that there is a storm sewer that will connect the flows in the detention basin to the storm sewer so the swale is a directional flow to Hill Avenue so that it is taken away from the properties on either side and it will take that overflow and design that swale to accept the amount of overflow that is necessary. She added that is probably done by the existing road currently and that road will be dropped down approximately 6 inches to convey the water to Hill Avenue. She also responded to Plan Commissioner Allen that the expectation of the overflow situation is in the 100 year storm (2% chance) and that they will route all of the water from their property and off of their property. Ms. Egan responded to Plan Commissioner Heming-Littwin that they did not want a sidewalk on the north side of the lot coming off of Cumnor to help capture the water coming down because it would lessen the amount of area they would have to sink a low area and accept the water so that it would go into the storm sewer. Mr. Kasson added that the sidewalk would not be heavily used as there are only 12 homes at that location. Mr. Kasson responded to Plan Commission Whalen that a new home on Lot 12 would not be located where the jog is but instead within the 110-foot depth. Plan Commissioner Whalen also asked if the side yard setbacks should be more than 6-1/2 feet as the lots are larger and Ms. Stegall responded that the setback would be the greater of either the 6-1/2 feet or 10% of the lot. Mr. Kasson added that they intend to meet the code regarding side yard setbacks.

Plan Commissioner Whalen asked if a carriage walk could be considered for the north side of Fairway and Ms. Stegall responded that the petitioner could check with the Public Works Department regarding a sidewalk at that location. Plan Commissioner Whalen asked about reducing the sidewalk width and Mr. Ulreich stated that 5 feet is standard, however, 4 feet is not unacceptable. Mr. Kasson stated that they feel the least impervious surface is better. Plan Commissioner Allen asked if permeable pavers have been considered for a portion of the path. Mr. Ulreich responded that the need for permeable pavers goes away as volume control, detention control for flooding and water quality are considered. Plan Commissioner Allen asked where the swale would end, and Mr. Ulreich responded the water would be directed toward Hill and follows the natural path into the road.

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Persons in Favor of or in Opposition to the Requests

Tim Connors, 520 Country Club Lane, Glen Ellyn, IL thanked Ray Ulreich for his responses and stated he felt that there will be improvement on Country Club Lane with the new subdivision. He stated that Cumnor Avenue goes all the way to Hill Avenue and if all of Country Club estates was shown on a map, the subdivision turns. He said that Mr. Ulreich stated that the majority of the surface water that will be grabbed from the extension onto Cumnor is going to be from the middle of Cumnor Avenue to the west. He stated that he is concerned about the middle of Cumnor Avenue to the east as it turns toward Hill Avenue. He stated that this development will happen and wondered who will improve the area from Fairway to Hill Avenue. He stated that there will be one lot on the south side of Cumnor Avenue that is yet to be annexed and he did not feel that one lot will be held to pay for improvements of stormwater, sidewalks, curbing, etc. Mr. Connors also stated that someone at the last Plan Commission meeting recommended that, regarding Lots 11 and 12, in order to stay consistent with the way the homes were facing the streets in the area, that that become one lot facing Cumnor as opposed to two facing the new Fairway Lane. He added that he felt that design would be more aesthetically pleasing. Mr. Ulreich responded that the petitioner will pick up the water that is draining toward their property and treat the offsite water at their option. He stated that there is still drainage that comes down toward Cumnor Avenue to Hill Avenue and some of the concern was whether or not that was being captured by the ditching and the roadway at Cumnor enough to divert it to Hill Avenue or is it crossing over south of this development and coming into Country Club Lane. He added this is irrespective of the subject development. Mr. Ulreich also responded that whether or not there can be improvements to Cumnor from Hill and who will pay for those improvements does not relate to this development. The petitioner confirmed for Mr. Connors that the homes constructed on Lots 11 and 12 will face north. Mr. Connors stated that those will be the only two homes on the entire street facing that direction and all of the other homes will face Cumnor. He added that he felt one house facing Cumnor would be more consistent. He added that this was brought up at a previous Plan Commission meeting (pre-application meeting per this site) and he wondered why it did not happen. Mr. Wynsma responded that that the plan could be more consistent with the unincorporated DuPage County neighborhood to the east but inconsistent with the new development. He added that all of the homes are facing the new street and are fronting new Village right-of-way with sidewalk directly in front of their homes.

John Webb, 498 Country Club Lane, Glen Ellyn, Illinois indicated on a map where he lives and stated that 12 more houses will have access to use Cumnor to get to that location, however, the petitioner is not being required to develop that area which will mean no sewers and no curbs. He stated that flag lots have always been prohibited in Glen Ellyn. He also stated that when they wanted to build two houses for themselves on two lots in the area, they were told they would need to develop Cumnor with curbs, gutters, sidewalks, trees and lights. Mr. Webb also asked if there is a pipe underground on Hill Avenue and Mr. Ulreich responded yes. Mr. Webb stated that water in the area currently cannot be handled. Mr. Webb also felt that there

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were too many variations being requested for the subject project. When Plan Commissioner Ozog asked how many variations were being requested, Ms. Stegall stated that there were seven variations being requested from the subdivision code and three variations being requested from the zoning code. Mr. Webb added that there was another variation from the side yard being requested.

Frank McKenna, 519 Whittier, Glen Ellyn, Illinois stated that the utility access for the road currently coming from Hill up to the existing property has all of the ComEd, Comcast and telephone wires and those utilities have the right-of-way to use that road for those above-ground lines. He stated that since the area will be a swale now for water flow and will not be accessible for utility trucks, will there still be a right-of-way for the utility people to enter the area. Mr. Wynsma stated that the easements will not change as far as access if they use the private drive today. He added that it will be accessed the same as any other rear yard easement with overheads.

David Oberst, 525 Whittier Avenue, Glen Ellyn, Illinois stated that his topic is always the light coming to the back of his house. He stated he feels the new plan is better. He asked as cars come around turn, will the landscape buffering block the lights on the cars which are getting brighter? Ms. Egan stated that they have new parkway trees planned which are tall, existing trees which they are going to try to retain along the west end and some shrubs are planned. She stated she is not sure what the height of the shrubs is but believes there is dense vegetation planned for the west side that should block some of the light. Ms. Stegall added that the landscape plan and light were reviewed. Mr. Ulreich stated that one of the reasons they wanted to avoid having a sidewalk at that location was so that they could have a 2-foot high berm with landscaping on it so that light could be blocked.

Michael Lapetina, 511 Whittier, Glen Ellyn, Illinois stated he wanted to follow Mr. Oberst's question about light and asked what type of street lighting is being proposed for this development and where those placements are being approximated and whether there are any reflectors to force that light back in to the new development as opposed to their rear yards or homes. Ms. Egan stated that three residential streetlights are planned and she explained where they would be located. Mr. Ulreich displayed the Village's standard lighting detail for streetlights in response to Acting Chairperson Girling and added that shields can be put on them.

Gina Clifford, 157 Riverwalk Court, Elgin, Illinois stated that she supported John and Tim in their comments and represents the person who lives at the corner of Cumnor and Fairway who would have the biggest concern. She stated that as one comes out of Cumnor, there are additional lots and she indicated where she lives off of Hill. She indicated a unit that is not developed which concerns them because currently their house is for sale and no one will purchase it as they would need to bring through sewer and water. She asked what approvals

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are needed before the development begins and added that until that approval is received, they cannot improve their property because they have to bring in sewer and water. Ms. Stegall responded that part of what is happening with this project is something that goes to the Village Board and not the Plan Commission which is the development of an annexation agreement and a recapture agreement for the water and sanitary sewer being constructed on Cumnor Avenue. She stated there are other properties, including the one owned by the person Ms. Clifford represents, who could benefit by the utilities going in. Ms. Stegall added they are still working through the final details of that agreement in terms of the developer's ability to potentially recapture some of that cost if other people were to hook on. She stated that a couple of people have contacted the Village regarding doing something with the lot Ms. Clifford was talking about but without knowing what the numbers are yet, she believes they're in a hold pattern. She stated that when this project goes to the Village Board, the costs will be known.

Dennis Anest, 0N282 Cumnor Avenue, Glen Ellyn, Illinois stated that children go to school and people walk through a path from the existing Cumnor area to the subject area and future developments in that area were touched on. He stated he wanted to be sure access will not be cut off for children walking to school in this area. Mr. Kasson responded that there is a 10-foot easement along that area and if the Village wants to install some type of path, it would be a public access easement. He added that if the Village wants the easement, it will be provided. Mr. Anest stated he encourages such an easement.

Harry Snodgrass, 0N240 Cumnor Avenue, Glen Ellyn, Illinois asked for confirmation that the buffer and the berm will be the same north on the road coming in as to the west and asked for that to be firmed up on the plans. Ms. Egan stated that on the landscape buffer between the road and his lot is a 16-foot wide space. She added that a berm would be difficult. She added that the plan will be heavily landscaped.

Molly Webb, 498 Country Club Lane, Glen Ellyn, Illinois stated that she is a former homeowner of 980 Hill Avenue, Glen Ellyn. She stated that her concerns from raising children on Hill Avenue and then moving into Country Club Lane are sidewalks and public safety. She invited those present to drive down Cumnor Avenue which is a very narrow road without sidewalks and curbs and with many joggers and bikers is a safety concern. Ms. Webb responded to Acting Chairperson Girling that she is concerned regarding the sidewalk coming out from the new development as they say they want it to be part of the development but she does not feel it is part of the development as it stops where the development starts. Mr. Kasson stated that they will have a sidewalk adjacent to Lot 11 along the Cumnor right-of-way and that covers the whole width of the right-of-way. He stated that as other lots are potentially annexed and redeveloped, that may be what the Village will require in the future of other property owners. He added that sidewalks and curbs are not their obligation regarding this subdivision. Ms. Webb stated more traffic is being added, and Mr. Kasson responded that any subdivision adds traffic.

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John Webb of 498 Country Club Lane, Glen Ellyn, Illinois spoke again and stated that when he wanted to purchase the subject property, he would have been required to curb and extend sewer from Hill to Fairway on Cumnor to get access to sewer and water. He added that if the petitioner is using Cumnor as a right-of-way, they are not improving it. He also asked if the petitioner was developing the property, why were they not adding a curb. Mr. Kasson responded that they are not developing the roadway. Ms. Stegall provided a background regarding Mr. Webb wanting to purchase the subject property several years ago, and some public improvements would have been required as part of that project with some cost sharing with the Village. She added that that project did not go forward. Ms. Stegall stated that there are extensive public improvements going in with this development and several negotiations have taken place. She added that variations are being requested for items that do not meet the code.

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

Comments from the Plan Commission

Plan Commissioner Whiston stated he was overall in favor of the subject proposal. He added that his major concern is stormwater, however, he is satisfied that the work that is done will benefit many of the neighbors and do no harm to anyone else. He noted the concern regarding the number of variations being requested and stated he did not have a problem with that number as they are basically internal within the subdivision and will not impact the neighbors. He stated that although the Village has a general view against flag lots, he is satisfied with the flag lot given the topography at this site.

Plan Commissioner Hartweg echoed Plan Commissioner Whiston's views. He felt that the petitioner has done a good job of addressing the neighbors' concerns regarding sidewalks, stormwater, and the paths that are an objective to work on. He stated that vacated space regarding the Village easement is good. He also stated that the drainage issue will exist and that snow and ice will be a problem. He did not feel that traffic generated from 12 new homes would be excessive. He stated that years ago, a precedent was set when new homes near Glen Crest School faced the street which he feels has worked out well. He added that he felt positive regarding this project.

Plan Commissioner Lannen stated that she agreed with the other Plan Commissioners. She also stated that, although outside of the variations requested, the roadway from Hill up to and on Cumnor is very narrow and without sidewalks, and, with these additional homes, she hopes that it is being noted that this roadway may need to be improved accordingly for safety.

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Plan Commissioner Ozog stated that he agreed with Plan Commissioner Lannen. He stated he was concerned about the pathway on the northern end and believes it is imperative because of traffic and pedestrian traffic, especially children going to school, that this be made a condition of approval. He stated he does not understand where the sidewalk ends and comments made that it is not the Village's responsibility makes it sound like the Village does not care. He added that those in the audience care and it is important to listen to the neighbors. He stated he will be in support with respect to the condition on the north end but still has concerns regarding the sidewalk entrance.

Plan Commissioner Heming-Littwin stated that she concurs with the majority of the Plan Commissioners who have spoken. She stated she understands the concern over the roadway and not having sidewalks in the area of Cumnor although due to the fact that the majority of that area is not currently under Village control and all lots butting up into that area are not currently annexed makes it difficult for any plan to take place. She added that she does not believe it is the responsibility of the developer to have to develop property along the way as that has not been required in the past. She stated that she is fine with the way the subject plan is presented.

Plan Commissioner Allen stated that he feels the access point to Whittier is essential because of the foot path that currently exists. He also stated that he has been able to get comfortable with the flag lot as there will be no harm to surrounding residents as it is located within the subdivision. He requested that the north side of Fairway Court be investigated as it comes into the property to see if something can be put there. He also was concerned that Lots 11 and 12 do not reflect the Cumnor properties. He stated that overall the current plan is much better than the previous plan due to the way the water issues were addressed and the way the infrastructure is being done. He also stated that he was not in support of a portion of Item 2b ("absence of a sidewalk on the north side of the new street leading into the development.") which he would like to remove in light of condition 9 which indicates that the petitioner and the Village work together to see what might be possible.

Plan Commissioner Whalen felt the subject project is better than the one approved previously, however, stated that he has some concerns. He stated that the flag lot is a concern and would be created by the developer to create another alternative to have access. He stated that another concern would be the precedent created by the flag lot. He also stated that he would like to see Lots 11 and 12 combined into one lot to improve some of the variations that are needed. He felt that the sidewalk to the north is almost required and he stated he had a concern regarding safety there as people would be crossing in the middle of the street instead of at a crosswalk.

Plan Commissioner Howard stated she was not a Commission member at the previous meetings regarding this project. She felt that the sidewalk is a safety issue as there will be families with children in that area. She also stated that she agreed with Plan Commissioner Whalen

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regarding flag lots. She also stated that the above-ground utilities are a possible issue or hardship that may or may not be caused to the homes on Whittier. She stated that undergrounding utilities would be a major cost to a developer but they can be undergrounded. She also expressed concern regarding setbacks.

Acting Chairperson Girling felt that the petitioner has done a commendable job with a tough site, however, stated that he had issues with the flag lot and crosswalk and, therefore, was not supportive of the proposed project.

Plan Commissioner Ozog stated he was not supportive of the proposed project after hearing comments by Plan Commissioner Howard and Acting Chairperson Girling.

Motion

Plan Commissioner Heming-Littwin moved, seconded by Plan Commissioner Hartweg, that having considered the applications of Skar Development for approval of a Preliminary Plat of Subdivision, Subdivision Variations and Zoning Variations for a proposed 12-lot subdivision known as the Enclaves of Glen Oak to be located at 21W576 Hill Avenue, 0N208 Cumnor Avenue and 0N220 Cumnor Avenue, that the Plan Commission adopt the findings of fact in the petitioner's application packet and presented by the petitioner at the public hearing as well as the findings included in the deliberations of the Plan Commission and recommend approval of the following: 1. Approval of a Preliminary Plat of Subdivision in accordance with Section 11-3-4 of the Subdivision Regulations Code. 2. Approval of the following Variations from the Glen Ellyn Subdivision Regulations Code: a. A Variation from Section 11-4-4(E) to allow a right-of-way width of 50 feet in lieu of the minimum right-of-way width of 60 feet required. b. A Variation from Section 11-4-7(A) to allow the proposed sidewalk to terminate on Lot 1 and only be located on one side of the street, adjacent to the proposed lots. c. A Variation from Section 11-4-8 to allow the existing overhead utilities on the property and in the adjacent Cumnor Avenue right-of-way to remain above ground. d. A Variation to waive the land transfer regulations in Section 11-3-9 for a 20-foot wide strip of land leading from Hill Avenue to the main portion of the property. e. A Variation from Section 11-4-4(J) to allow a cul-de-sac bulb right-of-way diameter of less than 116 feet to accommodate the creation of a landscape buffer west of the proposed cul-de-sac bulb. (The overall diameter of the pavement in the bulb would comply with Code). f. A Variation from Section 11-4-2 to allow the creation on a flag lot where one would otherwise be prohibited. g. A Variation from Section 11-4-9(C) to allow the absence of parkway trees in the adjacent Cumnor Avenue right-of-way. 3. Approval of the following variations from the Glen Ellyn Zoning Code: a. A Variation from Section 10-4-8(D)1(a) to allow front yard setbacks of 20 feet on Lots 11 and 12 in lieu of the minimum setback of 30 feet required. b. A Variation from Section 10-4-8(D)8(a) to allow a lot width of 50.3 feet, 15 feet and 58.46 feet on Lots 2, 3 and 4 respectfully in lieu of the minimum lot width of 66 feet required. c. A Variation from Section 10-4-8(D)9 to allow a lot depth of 107 feet on Lot 12 in lieu of the minimum lot depth of 110 feet required; subject to the following conditions: 1. The project shall be constructed in substantial conformance with the plans as submitted and the testimony

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presented at the public hearing of the Plan Commission. 2. The required impact fees for each home shall be paid prior to the issuance of a building permit for each home, provided, however, that a credit may be applied to two homes in recognition of the existing single-family homes on the property. 3. That the homeowner's association covenants submitted with the application for Final Plat approval contains the following provisions. a. Provide the Village with the ability to enter the property to maintain the common areas on the site in the event the association fails to do so and to charge the cost of any related work back to the association; and b. Reflect the maintenance responsibilities of the association for the stormwater facilities, the landscaping in cul-de-sac bulb, the landscape buffer located along the western property line, the 20-foot landscape strip connecting to Hill Avenue and the landscape buffer south of ON240 Cumnor Avenue. 4. That all necessary utility, drainage and other easements not currently shown on the plans be fully incorporated into the plans prior to Final Plat review. 5. That any low hanging utility wires on the property be raised in height to at least the minimum amount required by Code. 6. That if, at any point in the future, the petitioner or homeowner's association chooses to sell any portion of the 20-foot wide strip of land that extends to Hill Avenue, that a plan for the sale of the strip be reviewed and approved by Village staff to ensure that no new or isolated nonconforming lots would be created but that the formal process for approval of a land transfer otherwise be waived. 7. That prior to returning for Final Review, that the Developer, Village and County finalize the plans for the construction of a pathway connection between the site and the existing sidewalk on Whittier Avenue including the drafting of any corresponding agreements. 8. That prior to returning for Final Review, that an agreement between the Village and Developer for that portion of the pathway connection located on the western end of Lot 1 be drafted for formal consideration in conjunction with the Final Plat. 9. That a sidewalk be installed on the north side of the Fairway Court parkway leading into the site while still attempting to maintain a landscape buffer in this area and that the petitioner work with the Public Works Department on the design and location of the sidewalk prior to returning for Final review.

The motion carried with five (5) yes votes and four (4) no votes as follows: Plan Commissioners Heming-Littwin, Hartweg, Allen, Lannen and Whiston voted yes; Plan Commissioners Howard, Ozog, Whalen and Acting Chairperson Girling voted no.

Trustee Report

Acting Trustee Liaison Timothy O'Shea stated that the Opus and Springbank projects are not yet ready to be heard.

Chairperson's Report

No Chairperson Report was presented.

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Staff Report

Ms. Stegall stated that the next Plan Commission will likely be cancelled. She added that the Plan Commission meeting at the end of February will be a pre-application regarding the new police station on Park Boulevard. She added that the gas station at 1100 Roosevelt Road will be on the agenda in March.

Plan Commissioner Heming-Littwin moved, seconded by Plan Commissioner Allen, to adjourn the meeting at 9:15 p.m. The motion carried unanimously by voice vote.

Prepared by:
Barbara Utterback
Recording Secretary

Reviewed by:
Michele Stegall
Village Planner

Michele Stegall

From: Tim Connors <tim.connors@sbcglobal.net>
Sent: Monday, January 25, 2016 8:29 AM
To: Michele Stegall
Subject: RE: Enclaves of Glen Oak Subdivision

Importance: High

Michele,

After reviewing the plans I do have a few questions. I don't know if I should direct to you at this time or bring them with me to the meeting Thursday. So if you are unable to answer please let me know.

1. Upon my observation lots 10, 11 & 12 are significantly smaller than the lots adjacent to them in the plan as well as to the existing lots in the area. This was pointed out by the planning commission at the last meeting and it was suggested by the planning commission that at least lots 11 & 12 be converted into one lot and to rotate the lot so the house would be facing Cumnor.
 - a. My question is why wasn't this addressed by the developer?
 - b. I understand the need for profits but it seems to me that lot 9 & 10 could be combined and the combined lot reduced in size to give some additional land to lots 4 & 5.
 - c. I also feel as if lots 11 & 12 should be combined and give some of the land to the Out lot A which originally had both a drainage portion and a common lot which I feel would enhance the buffer between our cul de sac and the proposed one.
2. Other than aesthetics the most important question any resident on Country Club Lane has is how will the storm water management be handled.
 - a. I believe all the lots will drain to Out lot A and then to the main line which exists on the gravel drive. However I am not certain about lots 11 & 12.
 - b. The issue is that currently rain water travels down from Cumnor to Country Club Lane and during excessive rain falls contributes to the storm water system on Country Club Lane becoming overwhelmed. This in turn leads to flooding of several homes. I presented this issue at the last Village Planning meeting for this project.
 - i. The developer's only answer is that they would meet all requirements regarding storm water management for their project. The point is that until the storm water management on Cumnor Ave (from Fairway to Hill) is improved then Country Club Lane will be at risk of flooding. Since this development is extending Fairway Ave where it intersects Cumnor Ave it seems appropriate that this be done with this project. If it is not done with this project, then I ask the Village of Glen Ellyn how and when do they foresee it ever happening?

Thank you for your assistance with regard to getting these questions answered. Since I am currently the President of the homeowners association on Country Club Lane I will forward the answers to the rest of the residents.

Tim Connors
 630-258-3260

From: Michele Stegall [mailto:micheles@glenellyn.org]
Sent: Friday, January 15, 2016 2:42 PM

Michele Stegall

From: Arthur.Foerster@lw.com
Sent: Thursday, January 28, 2016 2:17 PM
To: Michele Stegall
Subject: RE: Enclaves of Glen Oak

Categories: Red Category

Michele,

Thank you again for sending this information. I unfortunately am not going to be able to attend this evening's meeting because of family circumstances but hope others from our neighborhood do attend.

However, as I mentioned to you on the phone, and after review of the attached plans, I remain very concerned that this proposed development is not in line, and in fact is inconsistent, with the character of Glen Ellyn, and particularly the surrounding neighborhoods. The scope creep of this project and what appears to be the builder's desire to pack in as many houses as possible just does not reflect Glen Ellyn's neighborhoods. This is obvious just from reviewing the lot sizes of the surrounding areas as compared to the requested project lots. As such, I do not believe that the Commission should grant many of the requested variances that the project seeks (especially those related to set backs, lot sizes and utilities). I was also a little disturbed by the tree plan. Although some trees are being kept, it appears that many large old trees will be removed as part of this development. Not all trees (even old ones) can remain, but it would seem more could survive then under the current plan.

I cannot be at the meeting tonight to convey these thoughts in person, but if you are present and can make my opinions known that would be great. I understand that might not be possible given your position and the procedures of the Commission. I just hope the Commission understands that I do not believe this project (as currently proposed) fits within the spirit of our city.

Best regards,
Art Foerster

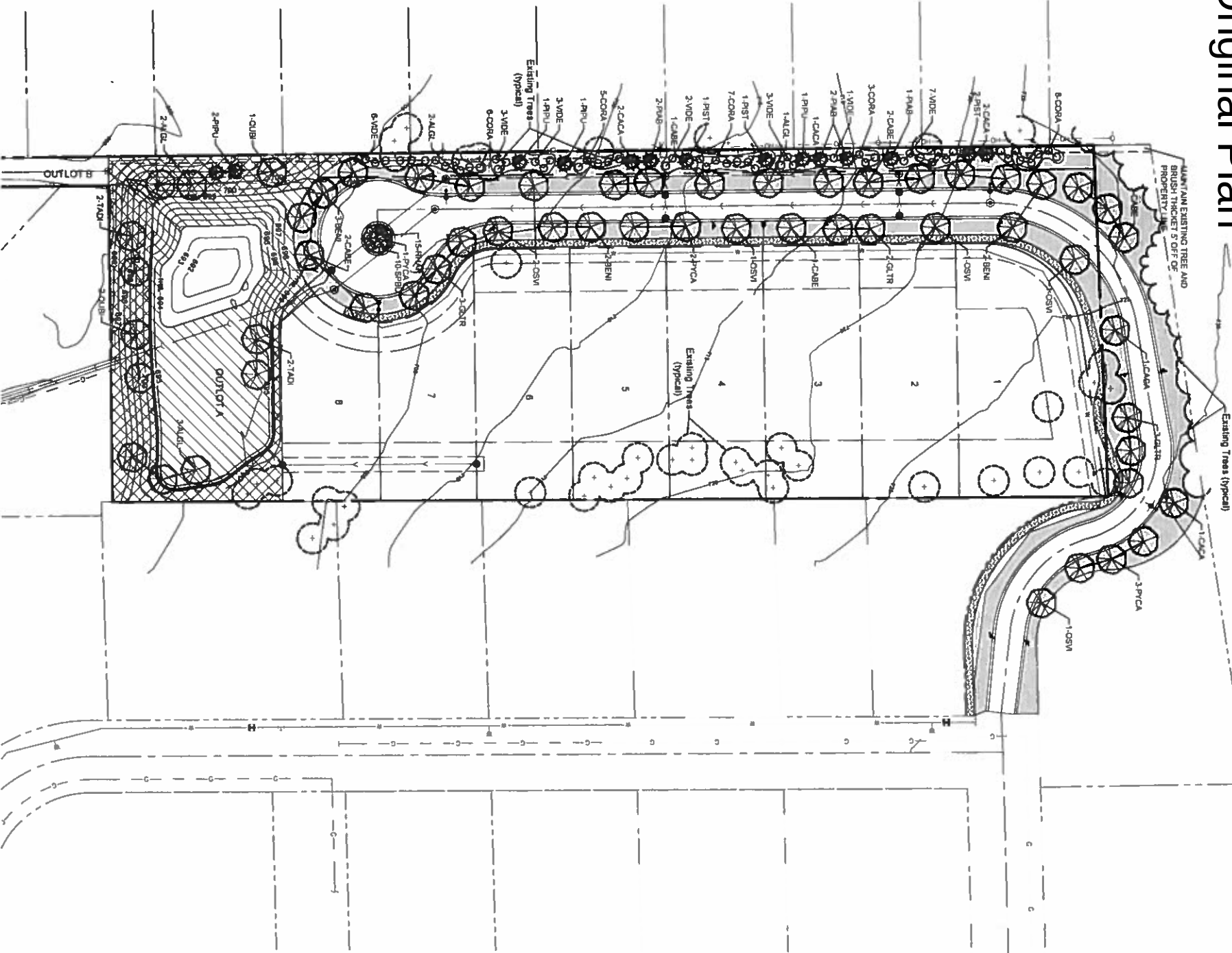
From: Michele Stegall [mailto:micheles@glenellyn.org]
Sent: Friday, January 15, 2016 2:43 PM
To: Foerster, Arthur (CH)
Subject: Enclaves of Glen Oak

Arthur,

As discussed, attached please find a handful of select plans for the developer's application packet for the Enclaves of Glen Oak subdivision. If you have any other questions, please do not hesitate to contact me.

Michele Stegall, AICP
Village Planner
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137
Micheles@glenellyn.org
Phone: 630-547-5249
Fax: 630-547-5370

Original Plan



Preliminary Landscape Plan

Scale:

1" = 40'-0"



NOTE: EXISTING TOPOGRAPHY SHOWN PROVIDED BY DUPAGE COUNTY DEPARTMENT OF DEVELOPMENT AND ENVIRONMENT CONCERNS.

- J.F. NewCardno Economy Prairie Seed Mix
- J.F. NewCardno Stormwater Seed Mix
- Turf Area - Seeding - IDOT Class 1 Seed Mix

NOTE: Remove Big Bluestem and Indian Grass seeds from Seed Mix

Cardno / J.F. New Economy Prairie Seed Mix

Botanical Name	Common Name	Oz./Acres
PERMANENT GRASSES/SEDGES		
Bouteloua curtipendula	Side-Oats Gramma	27.50
Carex spp.	Prairie Sedge Mix	2.00
Elymus canadensis	Canada Wild Rye	24.00
Panicum virgatum	Switch Grass	5.00
Schizachyrium scoparium	Little Bluestem	37.00
TEMPORARY COVER		
Avena sativa	Common Oat	360.00
Lolium multiflorum	Annual Rye	100.00
FORBS		
Asclepias syriaca	Common Milkweed	0.50
Asclepias tuberosa	Butterfly Weed	1.00
Aster laevis	Smooth Blue Aster	0.25
Aster novae-angliae	New England Aster	0.75
Chamaecrista fasciculata	Painted Pea	12.00
Coreopsis lanceolata	Sand Coreopsis	5.00
Echinacea purpurea	Broad-leaved Purple Coneflower	7.50
Helopsis helianthoides	False Sunflower	0.25
Lupinus perennis	Wild Lupine	0.50
Moronea fistulosa	Wild Bergamot	0.25
Pycnanthemum virginicum	Common Mountain Mint	0.50
Ratibida pinnata	Yellow Coneflower	3.50
Rudbeckia hirta	Black-Eyed Susan	8.00
		40.00

Apply at 37.2 PLS (Pure Live Seed) pounds per acre

Cardno / J.F. New Stormwater Seed Mix

Botanical Name	Common Name	Oz./Acres
PERMANENT GRASSES/SEDGES/RUSHES		
Carex cristatella	Crested Oval Sedge	1.00
Carex lunata	Bottlebrush Sedge	2.00
Carex vulpinoidea	Brown Fox Sedge	6.00
Elymus virginicus	Virginia Wild Rye	12.00
Glyceria striata	Fowl Manna Grass	1.25
Juncus effusus	Common Rush	1.00
Juncus torreyi	Torrey's Rush	0.25
Leersia oryzoides	Rice Cut Grass	1.00
Panicum virgatum	Switch Grass	8.00
Scirpus atrovirens	Dark Green Rush	1.00
Scirpus cyperinus	Wood Grass	0.50
Scirpus fluviatilis	River Bulrush	0.25
Scirpus validus	Great Bulrush	6.00
		40.25
TEMPORARY COVER		
Avena sativa	Common Oat	360.00
Lolium multiflorum	Annual Rye	100.00
		460.00
FORBS		
Astragalus spp.	Water Plantain Mix	4.25
Asclepias incarnata	Swamp Milkweed	1.50
Bidens spp.	Bidens Mix	2.00
Helianthus autumnalis	Sneezeweed	2.00
Lycopus americanus	Common Water Horehound	0.25
Mimulus ringens	Monkey Flower	1.00
Pentstemon sedoides	Ditch Stonewort	0.50
Polygonum pennsylvanicum	Pinkweed	4.00
Rudbeckia subtomentosa	Sweet Black-Eyed Susan	1.00
Sagittaria latifolia	Common Arrowhead	1.00
Senna hebecarpa	Wild Senna	1.00
Trifolium dasycarpum	Purple Meadow Rue	2.00
		20.50

Apply at 32.5 pounds per acre

Preliminary Plant List

Key	Quantity	Name	Botanical	Size
ALCL	6	EUROPEAN BLACK ALDER	Alnus glutinosa	8" BB
BEN	7	RIVER BIRCH	Betula nigra	8" BB
CABE	9	EUROPEAN HORNBEAM	Carpinus betulus	3" BB
CACA	7	BLUE BEECH	Carpinus caroliniana	3" BB
GLTR	8	HONEYLOCUST	Gleditsia inaequalis	3" BB
OSV	6	HOP-OR-BEANY	Ostrya virginiana	3" BB
PYCA	6	ARISTOCRAT PEAR	Pyrus calleryana 'Aristocrat'	3" BB
QUBI	3	SWAMP WHITE OAK	Quercus bicolor	3" BB
TADI	4	COMMON BALD CYPRESS	Taxodium distichum	3" BB
EVERGREEN TREES				
PIAB	5	NORWAY SPRUCE	Picea abies	8" BB
PIBU	5	COLORADO BLUE SPRUCE	Picea pungens 'Gaucho'	8" BB
PST	4	EASTERN WHITE PINE	Pinus strobus	8" BB
DECIDUOUS SHRUBS				
CORA	29	GRAY DOGWOOD	Cornus racemosa	3"
RIABR	15	GROW LOW FRAGRANT SLIMY	Rhus aromatica 'Toyo-Low'	1 OAL
SPBU	10	PROBEL'S SPRUCE	Spiraea x bumalda 'Tombel'	3"
VDE	24	ARROWWOOD	Viburnum dentatum	3"

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700 Springer Drive, Lombard, IL 60148
PH 630.661.8500 FAX 630.661.8585
manhard.com
Civil Engineering • Surveying • Water & Wastewater Engineering • Building Engineering
Construction Management • Environmental Science • Landscape Architecture • Planning

DATE	REVISIONS
08-08-13	ADDED CURVE GEOMETRY & MISC.
08-10-13	REVISED CITY OF GLEN OAK
08-10-13	REVISED CITY OF GLEN OAK
08-10-13	REVISED PER VILLAGE COMMENTS

THE ENCLAVE OF GLEN OAK
GLEN ELLYN, ILLINOIS
PRELIMINARY LANDSCAPE PLAN

1 OF 1
SHEET
130489

G L E N E L L Y N
V O L U N T E E R F I R E C O M P A N Y

January 29, 2016

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

Dear Michele,

I received your email regarding the proposed Enclaves of Glen Oak subdivision. As I was in attendance at most of the planning meetings where this development was discussed, I am familiar with the issues faced by the developer. In reviewing both proposed designs, I feel the revised subdivision with fewer turns would provide better access for our large emergency vehicles.

Sincerely,


Jim Bodony
Fire Chief

524 Pennsylvania Avenue
P.O. Box 460
Glen Ellyn, Illinois 60137
630.469.5265 Administration
630.469.1762 Fax



MEMORANDUM

TO: Michele Stegall, Village Planner

FROM: Ray Ulreich, Stormwater Engineer
Bob Minix, Professional Engineer

DATE: December 23, 2015

RE: The Enclave of Glen Oaks – Revised Configuration
Stormwater & Utility Review



Village staff engineers have reviewed and discussed the revised application packet submitted by Manhard Consulting Ltd in support of the revised application by K. F. Walter to annex and subdivide the property with the addition of a 0.55 acre parcel at the south end of the site which connects the site to Cumnor Avenue.

Based on the revised site layout we offer the following comments:

Street Layout and Site Geometry

The revised plan allows for the elimination of the substandard roadway curve previously required and provides for more direct route to Hill Avenue. The separation of the proposed roadway intersection onto Cumnor Avenue and Fairway Street is acceptable. We therefore support this revised configuration.

Stormwater Management

The revised site plan has a positive impact on the property to the south of the subdivision since the unrestricted runoff from the properties along the west side of Cumnor Avenue which currently flows through the side yard of 510 and 520 on Country Club Lane will now be diverted into the stormwater detention basin. This will allow the peak flows to be reduced significantly and reduce the potential for flooding of the aforementioned properties on Country Club Lane.

Utilities

The revised site plan eliminates the need for the subdivision sanitary sewer line to be constructed under the stormwater basin and through the side yard of 510 and 520 Country Club Lane, and places the sanitary sewer in the roadway ROW. This is a much more preferable layout.

The revised plan also allows for a more direct connections to the existing water main and sanitary sewer in Hill Avenue and still provides for the opportunity to extend the sewer and water north of Fairway along Cumnor at a later time.

With this revised configuration, there will be no Village contribution toward the construction of the water main, as was previously discussed with the original subdivision configuration.

The water main alignment along Fairway Court within an easement is generally acceptable, but it should be noted that all b-boxes must be placed within the easement. The water main and sanitary sewer alignments – and other construction details (such as hydrant locations) – along Cumnor Avenue and Fairway Court will be more thoroughly examined once detailed engineering is initiated. A current concern is the street crossing of the water main at Lot 12 – the water main should stay on one side of the roadway.

Roadways

The proposed roadway section is generally acceptable as long as the minimum thickness of the curb at the gutter flag is 9-1/2 inches and the street structural number is at least 2.5. A surface course thickness of 1-3/4" will satisfy both requirements, given that the final elevation of the hot mix asphalt should be 1/4" above the gutter edge.

Sidewalks and Pedestrian Connections

We recommend construction of the sidewalk/path north within the west 16' of Lot 1 and then westward to connect with the walk on Whittier Avenue. The exact routing through DuPage County property will be subject to their approval. Although an 8" gravel bike path is shown, [we would recommend a 5' concrete sidewalk](#) since this section will be maintained by the Village. Within the subdivision, the connection eastward to Cumnor with the new roadway layout provides sufficient continuity and the extension of the walk to the east through the flag lot is not necessary. The sidewalk crossing of Fairway Court at Lot 12 is somewhat atypical and requires further consideration since the preferred route would be continuation of the sidewalk along the north side of Fairway Drive.

Street Lights

The use of LED luminaires is appropriate. It should be noted that the Village is reviewing a number of possible luminaires at this time; final luminaire specifications will be provided during the detailed design phase of the project.

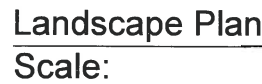
Parkway Trees

Public Works staff will provide input on the proposed parkway tree selections as the project moves forward.

Recommendations

Village engineering staff generally supports the revised concept plan and believes there are many benefits to this plan over the one previously submitted, as outlined herein. More extensive comments may be forthcoming as the project evolves and detailed engineering plans are submitted for review.

cc: Julius Hansen, Public Works Director
Bob Greenberg, Utilities Superintendent
Kathryn Horn, Public Works Administrative Assistant
Keven Graham, Forestry Consultant


$$1'' = 40'-0''$$


	Cardno Economy Prairie Seed Mix
	Cardno Stormwater Seed Mix
	Turf Area - Seeding - IDOT Class 1 Seed Mix



Glenn M Christensen, ASLA, RLA
Illinois Registered Landscape Architect # 157-000223

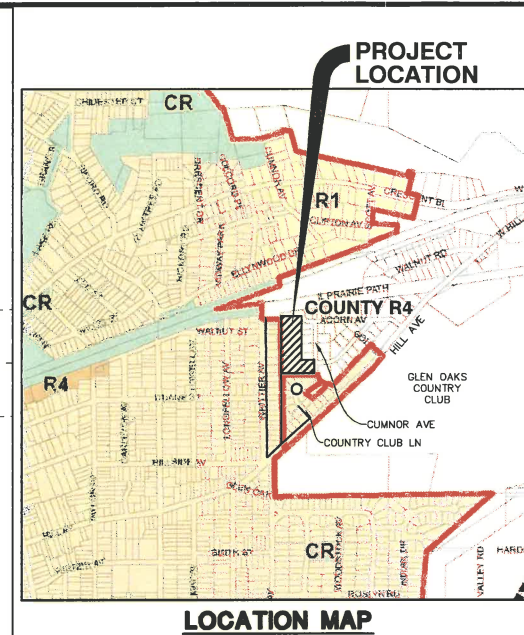
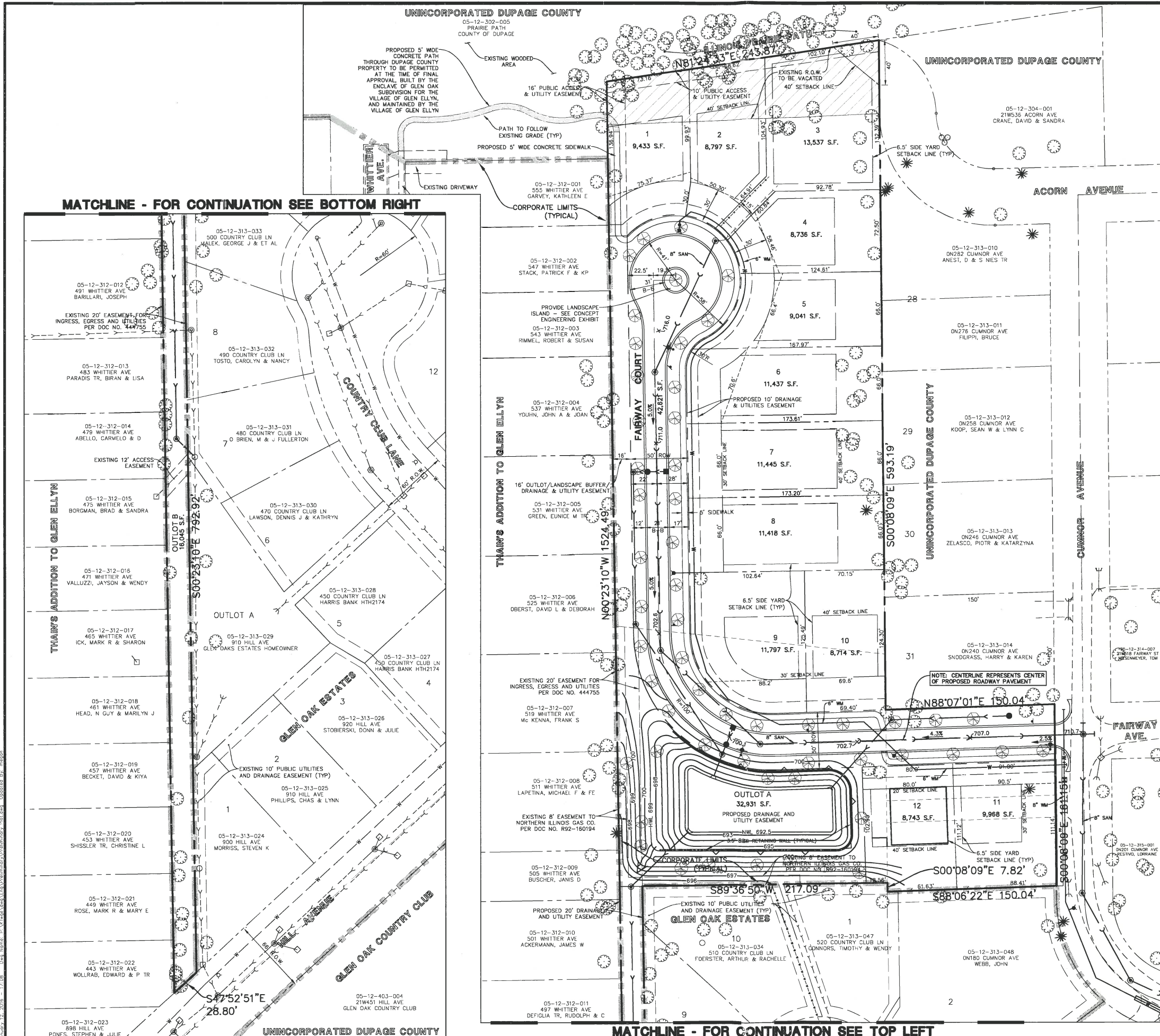
PRELIMINARY LANDSCAPE PLAN

PROJ. MGR.: PDL
PROJ. ASSOC.: CMC1
DRAWN BY: AS
DATE: 2-18-14
SCALE: 1"=40'

SHEET

1 OF 2

KFWGE 130489

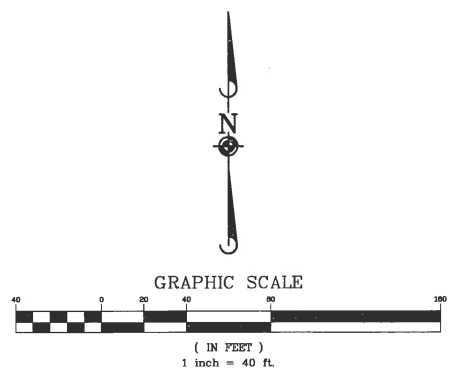


R2 ZONING – MINIMUM CRITERIA	
FRONT YARD SETBACK	30 FT.
SIDE YARD SETBACK	6.5 FT. (OR 10% OF LOT WIDTH)
REAR YARD SETBACK	40 FT.
MIN. LOT AREA	8712 S.F. (0.2 Ac.)
MIN. LOT WIDTH	66 FT. (CORNER LOT–80 FT.)
MIN. LOT DEPTH	110 FT.
SITE DATA*	
EXISTING PARCEL AREA	202,391 S.F. (4.65 Ac)
ACORN AVE R.O.W. (TO BE VACATED)	12,521 S.F. (0.29 Ac)
TOTAL AREA	214,912 S.F. (4.93 Ac)
AREA IN LOTS (1–12)	123,042 S.F.
AREA IN OUTLOTS (A,B&C)	48,876 S.F.
AREA IN RIGHT-OF-WAY	42,974 S.F.
TOTAL LOTS	12
MIN. LOT AREA (LOT 10)	8,714 S.F.
MIN. LOT WIDTH (LOT 3)	15 FT. (CORNER LOT 80 FT.)
MIN. LOT DEPTH (PORTION LOT 12)	103 FT.
MIN. REAR YARD SETBACK	40 FT.
MIN. FRONT YARD SETBACK (LOTS 11 & 12)	20 FT.

*SITE DATA SUBJECT TO VERIFICATION AT TIME OF FINAL SUBDIVISION PLAT.

NOTE:
ADDITIONAL EASEMENTS FOR PUBLIC UTILITIES AND DRAINAGE TO
BE DETERMINED AT TIME OF FINAL ENGINEERING/FINAL PLAT.

CONTRACT PURCHASER/DEVELOPER
KF WALTER HOMES
21 N. BROCKWAY, SUITE 201
PALATINE, ILLINOIS 60067



THE ENCLAVE OF GLEN OAK		PROJ. WSR: PDL	
GLEN ELLYN, ILLINOIS		PROJ. ASSOC.: SWL	
		DRAWN BY: SWL	
		DATE: 2/18/14	
		SCALE: 1"=40'	
SHEET			
1	OF	1	
KFWGE	130489		

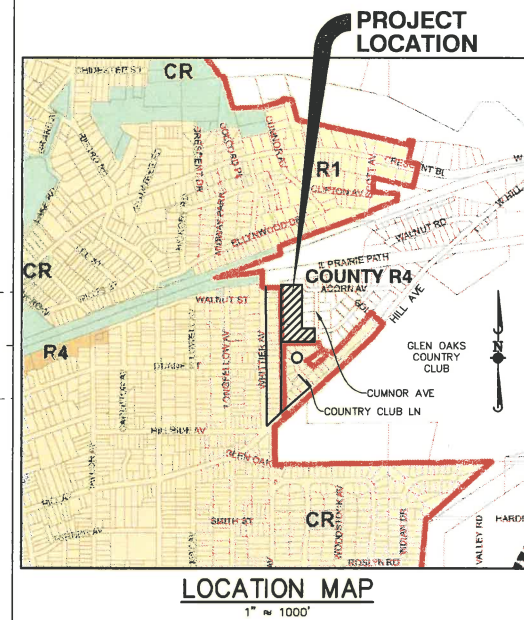
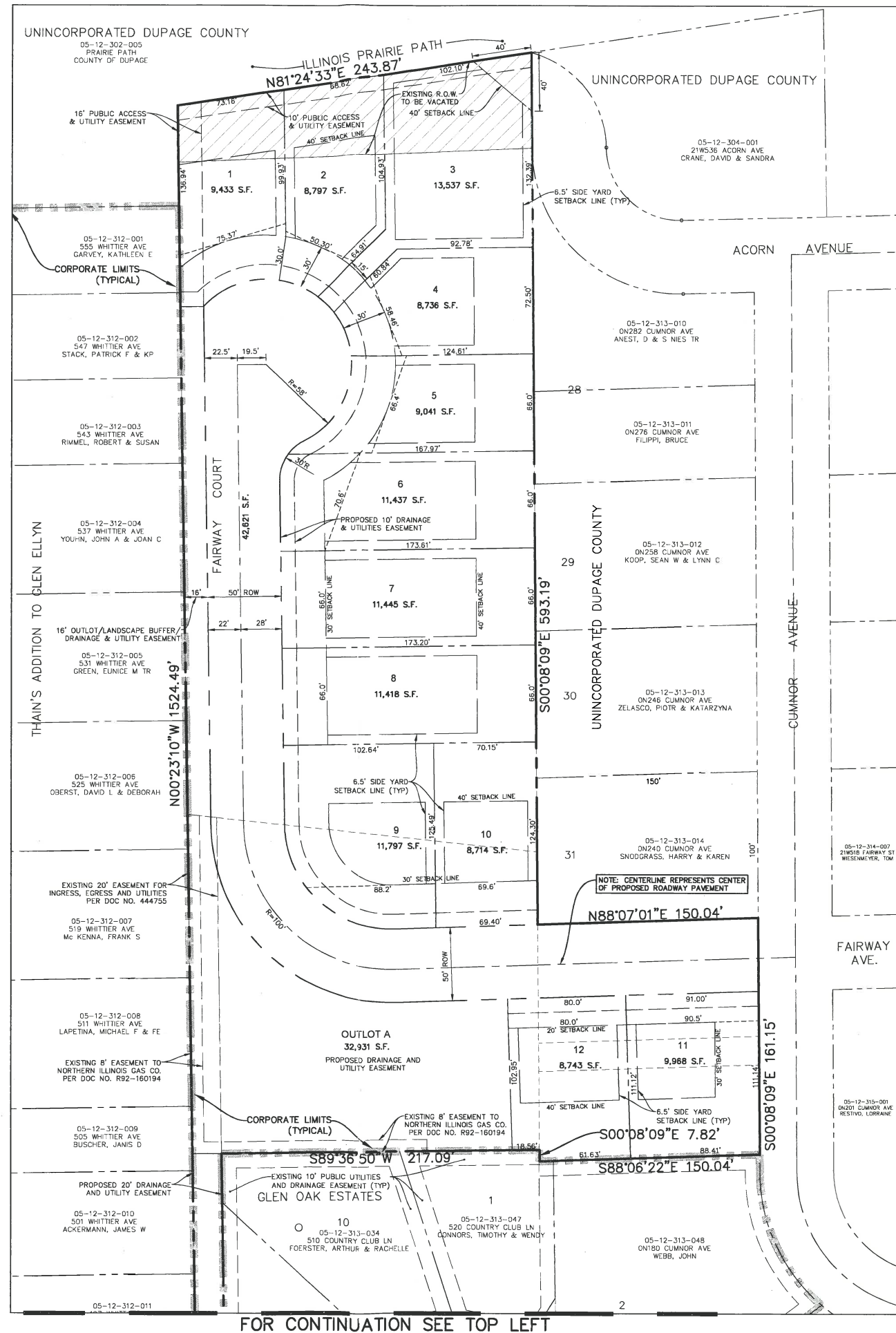
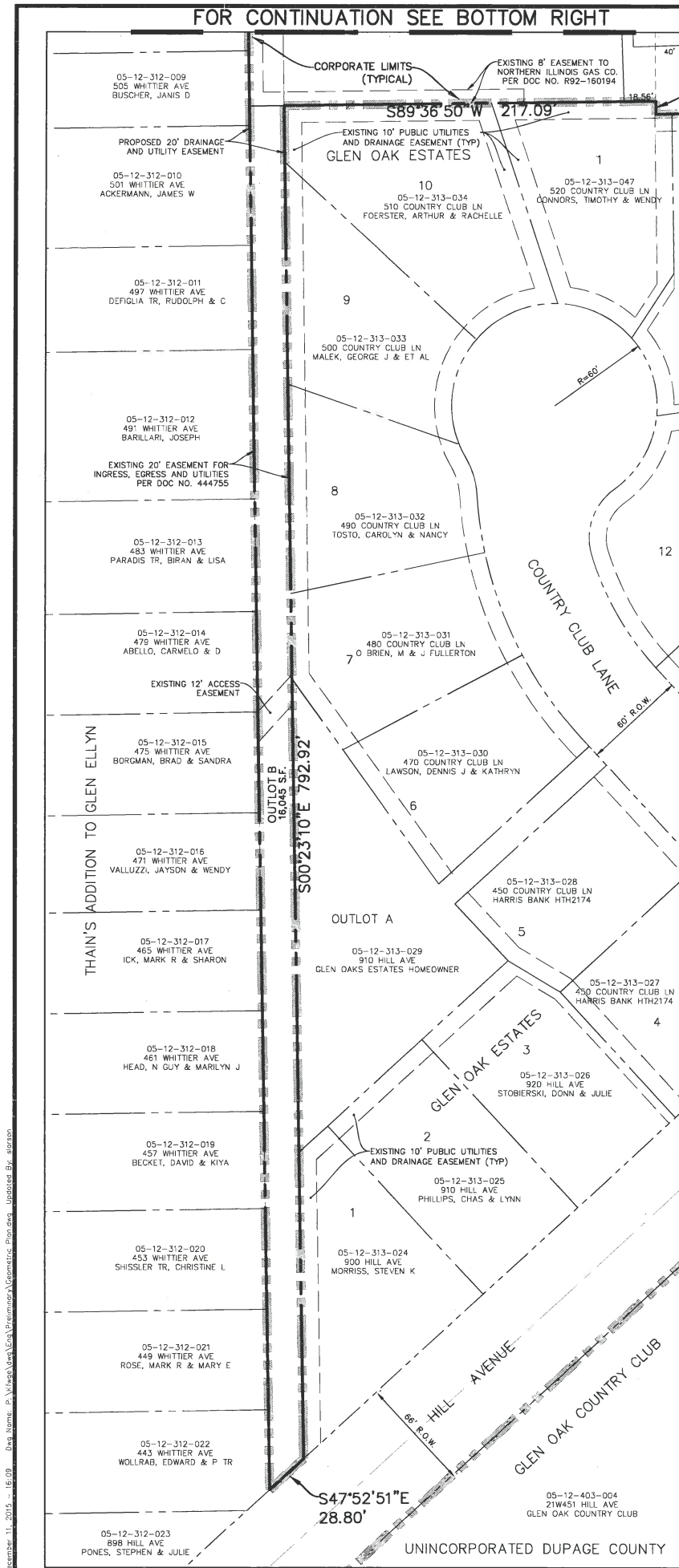


Manhardt

CONSULTING

700 Springer Drive, Lombard, IL 60148 ph:630.891.8800
 200 W. 31st Street, Suite 200, Chicago, IL 60608
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

DRAWN BY	DATE	REVISIONS
XXX	01-12-18	PER VILLAGE REVIEW
XXX	12-15-15	PER VILLAGE REVIEW
XXX	09-14-15	REVISED SITE PLAN
XXX	08-11-15	REVISED VILLAGE CULINARY & MISC.
XXX	05/20/14	PER VILLAGE REVIEW
XXX	05/02/14	PER VILLAGE REVIEW

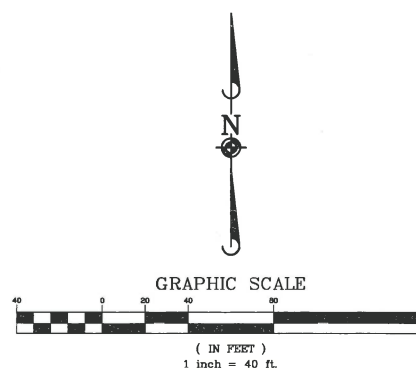


R2 ZONING -- MINIMUM CRITERIA	
FRONT YARD SETBACK	30 FT.
SIDE YARD SETBACK	6.5 FT. (OR 10% OF LOT WIDTH)
REAR YARD SETBACK	40 FT.
MIN. LOT AREA	8712 S.F. (0.2 Ac.)
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SITE DATA*	
EXISTING PARCEL AREA	202,391 S.F. (4.65 Ac)
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*SITE DATA SUBJECT TO VERIFICATION AT TIME OF FINAL SUBDIVISION PLAT.

NOTE:
ADDITIONAL EASEMENTS FOR PUBLIC UTILITIES AND DRAINAGE TO
BE DETERMINED AT TIME OF FINAL ENGINEERING/FINAL PLAT.

CONTRACT PURCHASER/DEVELOPER
KF WALTER HOMES
21 N. BROCKWAY, SUITE 201
PALATINE, ILLINOIS 60067

[illegible]

Manhard
CONSULTING CORPORATION

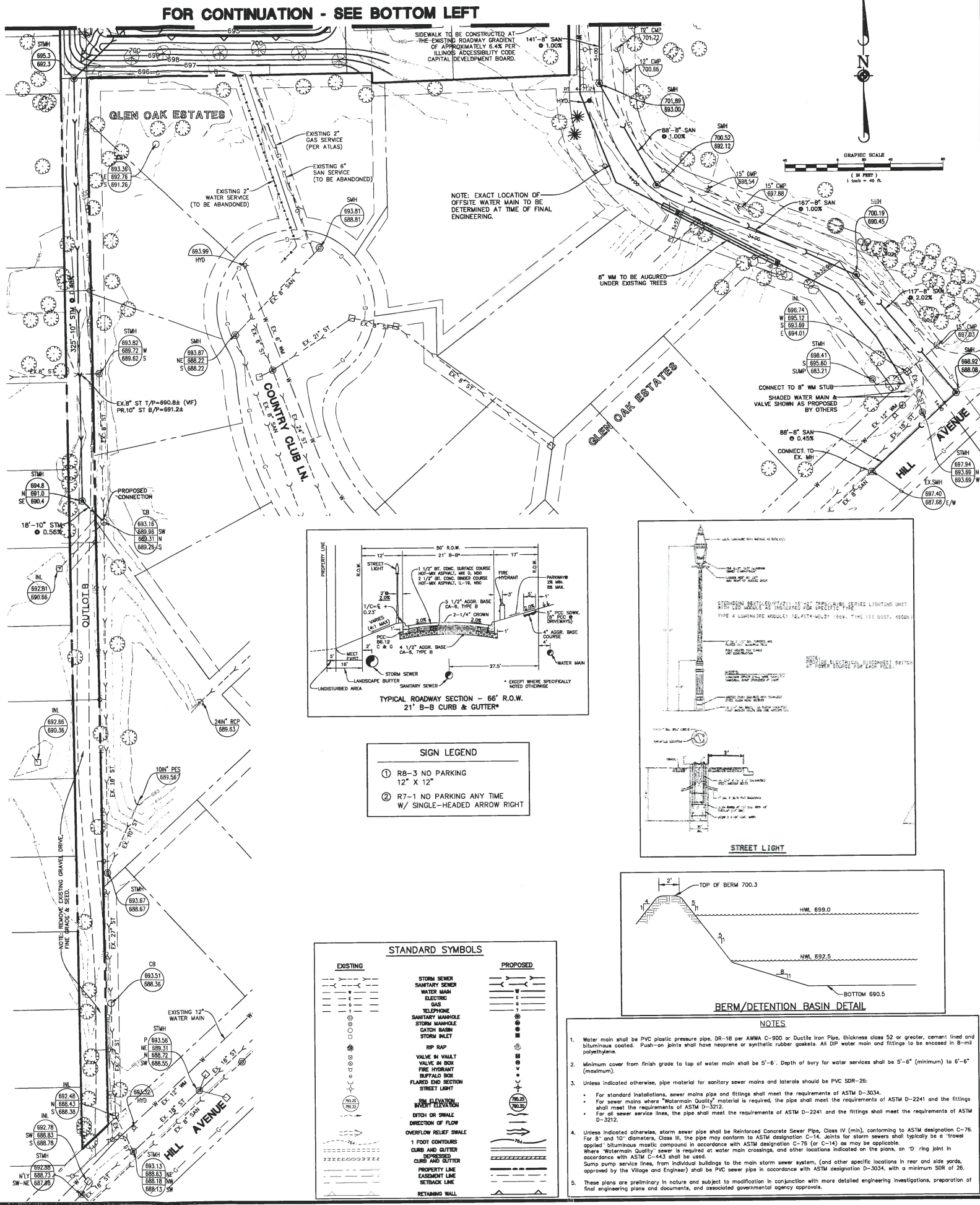
200 Sprague Drive, Lombard, IL 60148 Tel: 815.202.8911 Fax: 815.202.8911
Mobile Engineers • Surveyors • Water-Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

THE ENCLAVE OF GLEN OAK

GLEN ELLYN, ILLINOIS

PRELIMINARY GEOMETRIC PLAN

PROJ. MGR.: MCE
 PROJ. ASSOC.: SWL
 DRAWN BY: SWL
 DATE: 12/15/15
 SCALE: 1"=40'

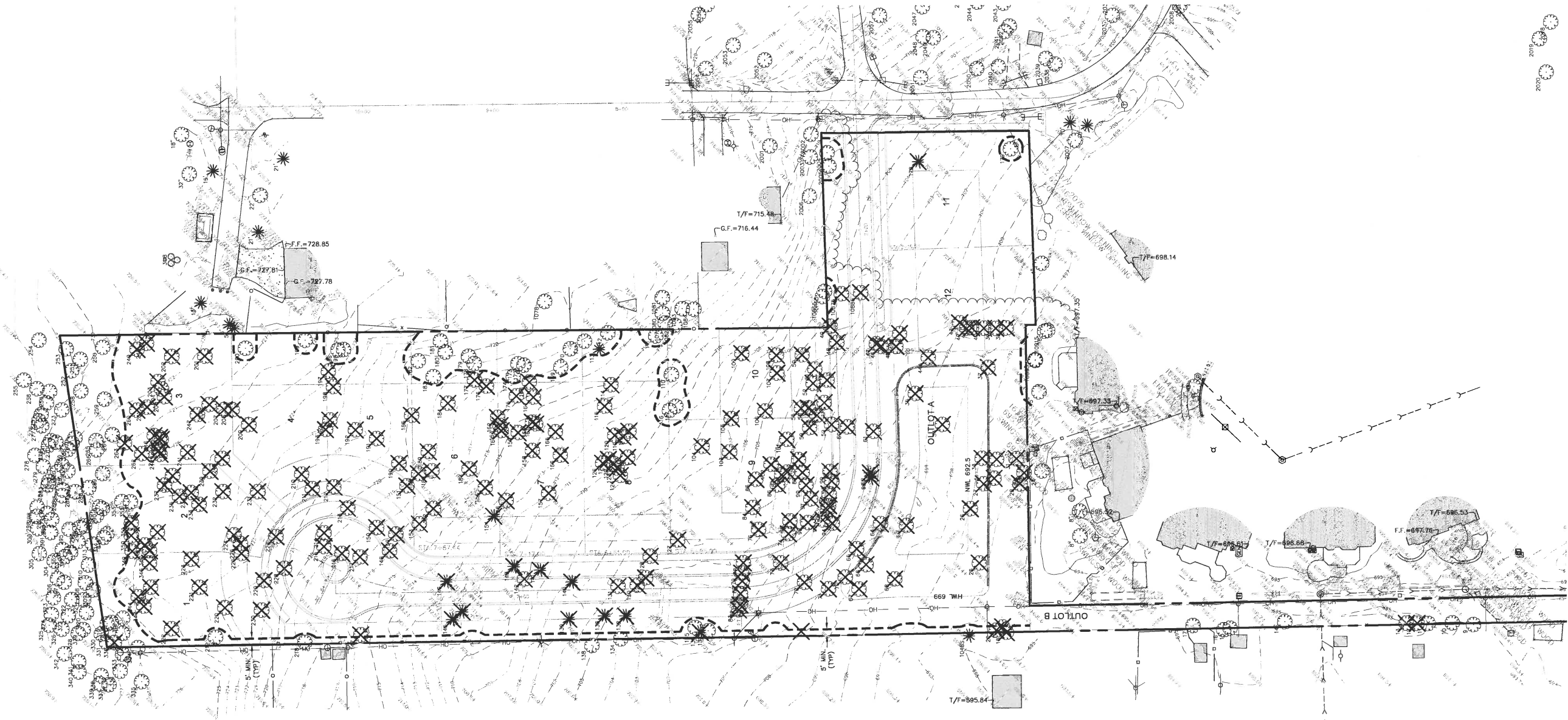


PROJ. MGR.: PDL
PROJ. ASSOC.: SWL
DRAWN BY: SWL
DATE: 02/18/14
SCALE: 1"=40'

SHEET

1 OF **1**

KFWGE 130489



(See separate report for tree indentifications, size, condition, form, and whether removed)

Tree Protection Plan
Scale:

1" = 40'-0"
NORTH

- Legend**
- EXISTING TREE TO REMAIN
 - TREE TO BE REMOVED
 - TREE PROTECTION FENCE

NOTE:
TREE PRESERVATION PLAN IS PRELIMINARY AND SUBJECT TO CHANGE AT TIME OF FINAL ENGINEERING.

Tree Survey prepared by:
Bollinger Environmental, Inc.
4901 Forest Avenue, Suite C
Downers Grove, Illinois 60515
630-968-1960
Dated: February, 2014

Southeast Corner
Additional Tree Survey
Dated: August 24, 2015



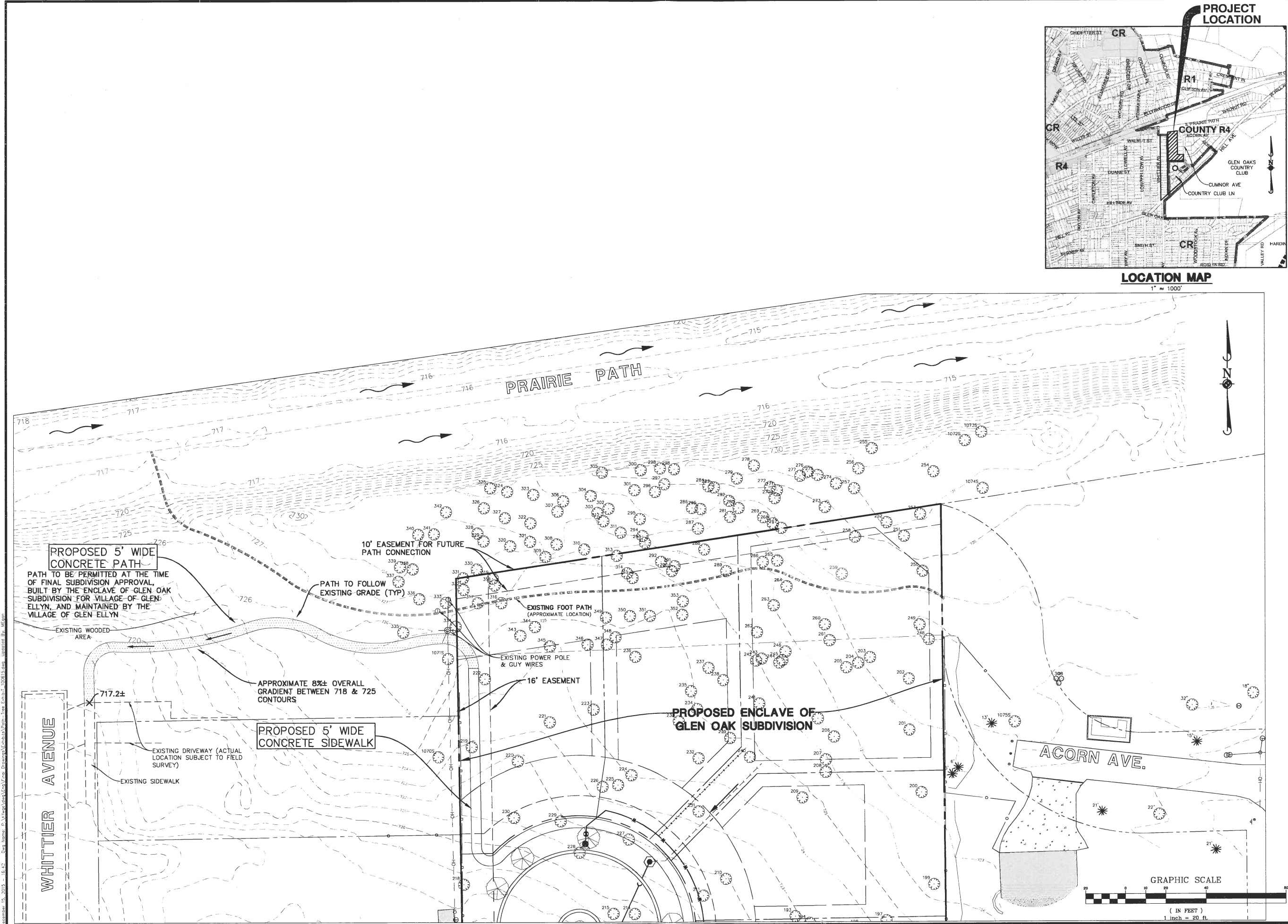
SEAL
Glenn M Christensen, ASLA, RLA
Illinois Registered Landscape Architect # 157-000223

Manhard CONSULTING, LTD.
700 Springer Drive, Lombard, IL 60148
ph: 630.881.8800 fax: 630.881.8885
manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

DATE	REVISION
12/15/15	PER VILLAGE REVIEW
9-21-15	REVISED PER SITE PLAN ADJUSTMENTS
08-09-14	ADJUST CURVE GEOMETRY & MISC.
8-13-14	REVISED PER VILLAGE COMMENTS
4-2-14	REVISED PER VILLAGE COMMENTS

THE ENCLAVE OF GLEN OAK
GLEN ELLYN, ILLINOIS
TREE SURVEY AND PROTECTION PLAN

PROJ. MGR.: PDL
PROJ. ASSOC.: GNC1
DRAWN BY: AS
DATE: 2-18-14
SCALE: 1"=40'
SHEET
1 OF 1
KFWGE 130489



Manhard CONSULTING LTD.

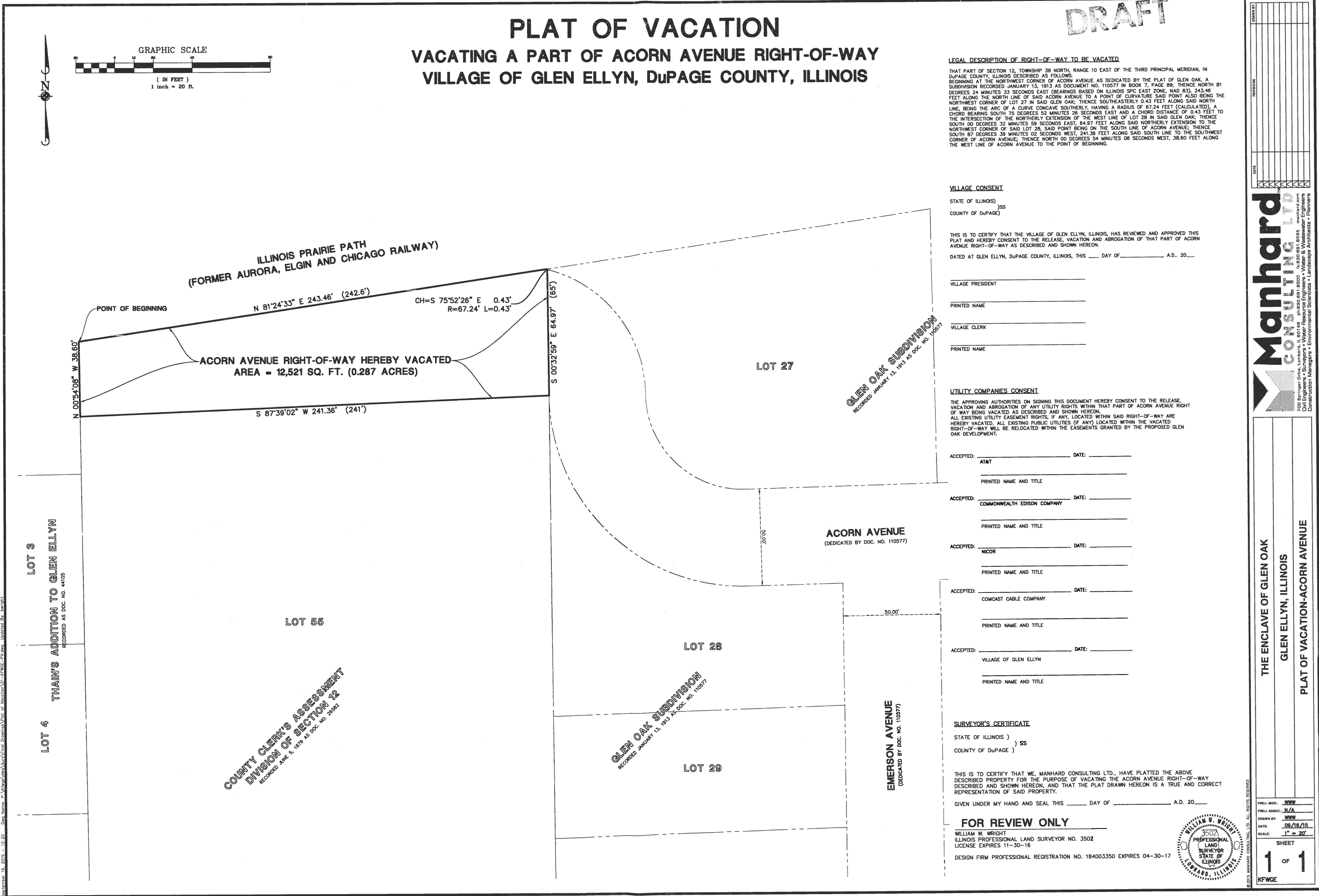
700 Beninger Drive, Lombard, IL 60148 • ph: 800.881.8880 • f: 630.881.8880
manhard.com
Environmental • Civil • Survey • Planning • Construction Management • Environmental Scientists • Landscape Architects • Planners

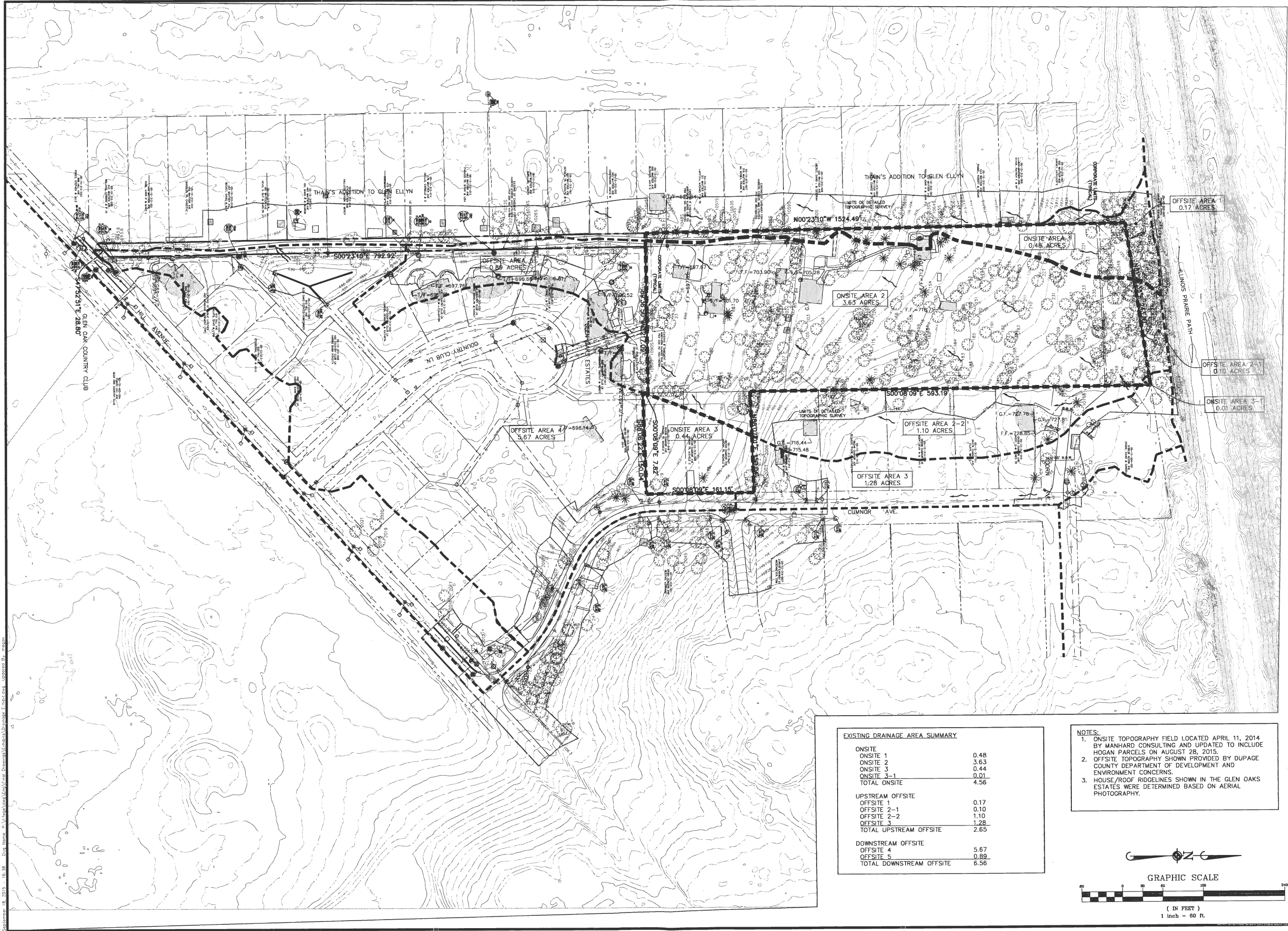
DATE	REVISION	DRAWN BY
01/22/18	PER VILLAGE REVIEW	SWL
12/15/15	PER DUPAGE COUNTY REVIEW	SWL
09/15/15	PER VILLAGE REVIEW	SWL
06/17/15	GENERAL PROJECT TEAM REVIEW	SWL

THE ENCLAVE OF GLEN OAK
GLEN ELLYN, ILLINOIS
OFFSITE WEST PATH EXTENSION

PROJ. MGR.: PDL
PROJ. ASSOC.: SWL
DRAWN BY: SWL
DATE: 9/10/15
SCALE: 1" = 20'

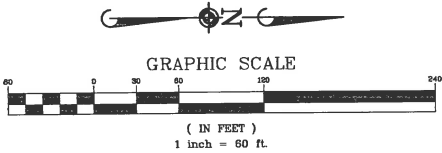
SHEET
1 OF 1
KFWGE





EXISTING DRAINAGE AREA SUMMARY	
ONSITE	
ONSITE 1	0.48
ONSITE 2	3.63
ONSITE 3	0.44
ONSITE 3-1	0.01
TOTAL ONSITE	4.56
UPSTREAM OFFSITE	
OFFSITE 1	0.17
OFFSITE 2-1	0.10
OFFSITE 2-2	1.10
OFFSITE 3	1.26
TOTAL UPSTREAM OFFSITE	2.65
DOWNSIDE OFFSITE	
OFFSITE 4	3.67
OFFSITE 5	0.10
TOTAL DOWNSIDE OFFSITE	3.77

- NOTES:
- ONSITE TOPOGRAPHY FIELD LOCATED APRIL 11, 2014 BY MANHARD CONSULTING AND UPDATED TO INCLUDE HOGAN PARCELS ON AUGUST 28, 2015.
 - OFFSITE TOPOGRAPHY SHOWN PROVIDED BY DUPAGE COUNTY DEPARTMENT OF DEVELOPMENT AND ENVIRONMENT CONCERNS.
 - HOUSE/ROOF RIDGELINES SHOWN IN THE GLEN OAKS ESTATES WERE DETERMINED BASED ON AERIAL PHOTOGRAPHY.



Manhard CONSULTING LTD

700 Spring Drive, Lombard, IL 60148
ph: 630.881.8500
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

DATE: _____

DRAWN BY: _____

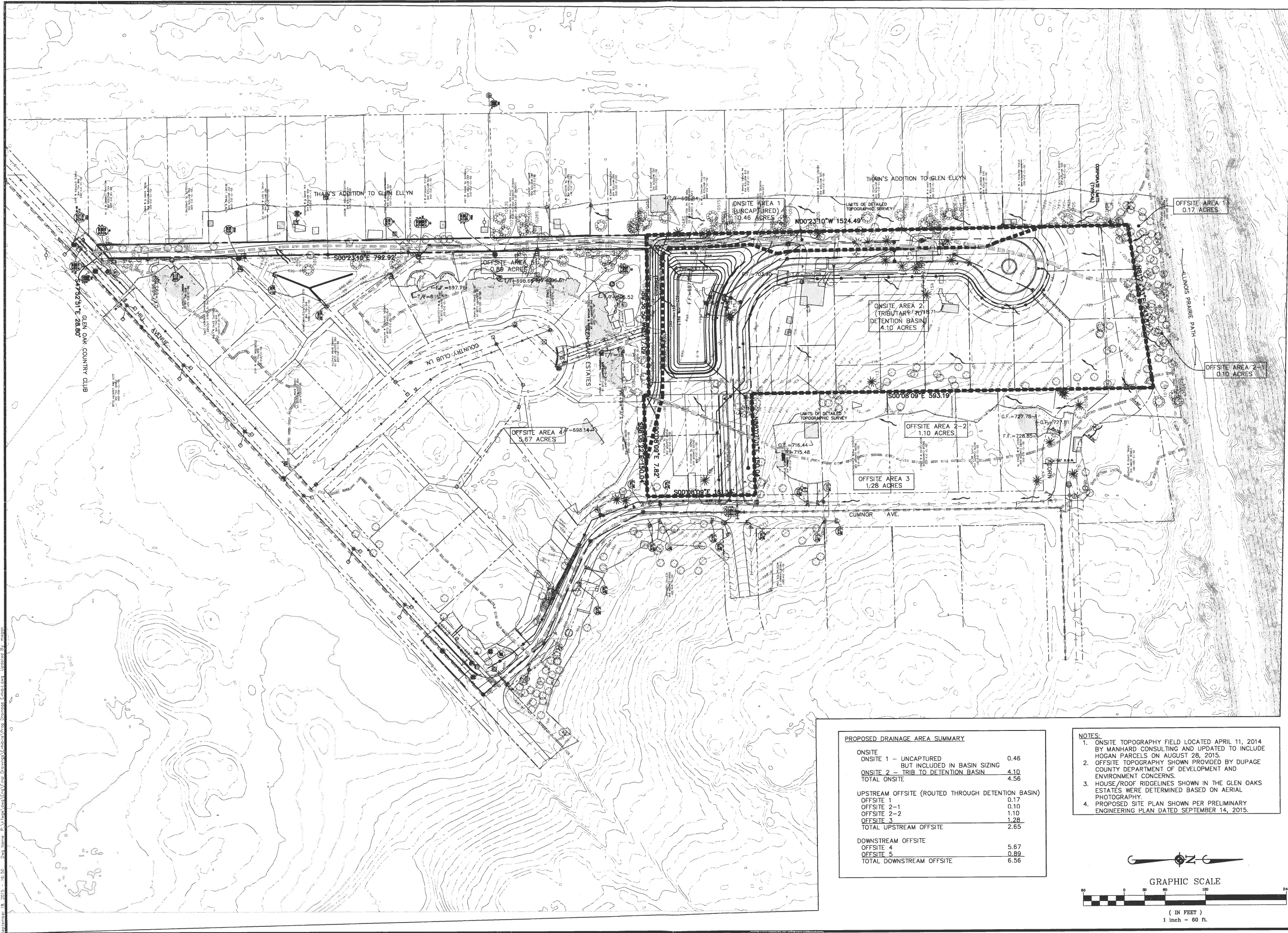
INCHES: _____

FEET: _____

THE ENCLAVE OF GLEN OAK
GLEN ELLYN, ILLINOIS
EXISTING DRAINAGE AREA EXHIBIT

PROJ. MGR.: PDL
PROJ. ASSOC.: MCE
DRAWN BY: MCE
DATE: 09/18/15
SCALE: 1"=60'

SHEET
1 OF 1
KFWGE 130489



This Document prepared by:

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

And after recording return to:

Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137
ATTN: Village Clerk

This space for Recorder's use only

DRAFT

**AMENDED AND RESTATED
ANNEXATION AND DEVELOPMENT AGREEMENT**

THE ENCLAVES OF GLEN OAK SUBDIVISION

March 14, 2016

AMENDED AND RESTATED ANNEXATION AND DEVELOPMENT AGREEMENT
The Enclaves of Glen Oak

This Amended and Restated Annexation Agreement ("Agreement") is made and entered into this _____ day of _____ 2016, by, between, and among Skar Development, LLC ("Developer"), and the Village of Glen Ellyn ("Village"). The Village and Developer are collectively referred to as ("Parties").

RECITALS

A. The Developer is the owner of a parcel of land commonly known as 21W576 Hill Avenue, Glen Ellyn, IL, 60137 ("Hill Avenue Property"), which is located east of Whittier Avenue, west of Cumnor Avenue, south of the Illinois Prairie Path and north and west of the Glen Oak Estates subdivision on Country Club Lane and the contract purchaser of three (3) parcels of land located on the west side of Cumnor Avenue between Hill Avenue and Acorn Avenue commonly known as 0N208 and 0N220 Cumnor Avenue, Glen Ellyn, IL ("Cumnor Avenue Property"). The property at 21W576 Hill Avenue, 0N208 Cumnor Avenue and 0N220 Cumnor Avenue is hereinafter referred to as the "Property". The Property is currently contiguous to the Village of Glen Ellyn and is made up of approximately 4.93-acres. The subject Property is legally described on *Exhibit "A"* attached hereto and is identified for real estate purposes with P.I.N.s of 05-12-313-001, 05-12-313-022, 05-12-313-043, 05-12-313-044 and 05-12-313-046.

B. The Property is currently improved with two (2) single-family homes and accessory structures

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

D. The Developer desires to annex the Property to the Village, 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.

E. On November 24, 2014 by the adoption of Ordinances 6276 and 6277, the Village approved a Preliminary Plat of Subdivision, Variations and an Annexation and Development Agreement ("2014 Annexation Agreement") for an eight (8) lot single-family home subdivision on the Hill Avenue Property owned by Developer known as The Enclaves of Glen Oak Subdivision.

F. The Developer has since entered into a contract to purchase the adjacent Cumnor Avenue Property, has revised the proposed subdivision plans and has submitted new petitions to the Village for approval of a revised twelve (12) lot single-family home subdivision on the Property, and to amend and restate the 2014 Annexation Agreement.

F. A public hearing to consider preliminary approval of the revised subdivision (hereinafter referred to as the "Subdivision" in accordance with a Preliminary Plat of Subdivision prepared by Manhard Consulting, LLC and dated January 12, 2016 a copy of which is attached

hereto as ***Exhibit "B"*** and associated variances was held by the Glen Ellyn Plan Commission on January 28, 2016 and was approved by the Village President and Board of Trustees on March 14, 2016 by the adoption of Ordinance _____.

G. A public meeting to consider final Subdivision approval has not yet been held.

H. A public hearing to consider this Agreement on February 8, 2016 was noticed in the *Daily Herald* on January 23, 2016. At the February 8, 2016 Glen Ellyn Village Board meeting, a motion was duly made and approved to continue the hearing to March 14, 2016. A public meeting to consider the vacation of Acorn Avenue was noticed in the *Daily Herald* on _____ and was held by the President and Board of Trustees on March 14,, 2016.

I. The Village has published, posted and delivered all notices as required in Article VII of the Illinois Municipal Code, 65 ILCS 5/7-1-1 *et seq.*

J. The Developer has agreed that upon annexation the Property will be zoned in accordance with the R2 Residential zoning district regulations as set forth in Section 10-4-8 of the Glen Ellyn Zoning Code, ("Zoning Code"), as the same may be amended from time to time to allow the Property to be subdivided into twelve (12) single-family home lots in accordance with the terms and conditions of this Agreement.

K. The Property is not currently served by Village water or sanitary sewer and the Developer desires to extend Village water and sanitary sewer from its current location on Hill Avenue north on Cumnor Avenue to serve the Property.

L. The Village agrees to enter into a recapture with the Developer for the water and sanitary sewer main extensions pursuant to and in accordance with Division 5 of the Illinois Municipal Code 65 ILCS 5/9-5-1 *et seq.*, which recapture agreement shall be a form substantially conforming to ***Exhibit "C"*** to this Agreement ("***Recapture Agreement***").

M. All other matters, in addition to those specifically referred to above, which are included by this Agreement, have been considered by the Parties, and the development of the Property for the purposes permitted under the R2 Residential District regulations of the Zoning Code, all in accordance with the terms and conditions of this Agreement, will inure to the benefit and improvement of the Village by increasing the taxable value of the real property within the Village's corporate limits, extending the corporate limits and jurisdiction of the Village to the limits of the Property, promoting the sound planning and development of the Village, and otherwise enhancing and promoting the general welfare of the Village residents and taxpayers.

NOW THEREFORE, in consideration of the foregoing preambles and mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Incorporation of Recitals.** The Parties hereby confirm the truth and validity of the representations and recitations set forth in the foregoing recitals. The Parties further acknowledge that the same are material to this Agreement and are hereby incorporated into and made a part of this Agreement and the same shall continue for so long as this Agreement is in full force and effect.

2. **Legal Conformance with Law.** This Agreement is made pursuant to and in

accordance with the provisions of the Glen Ellyn Village Code, and its home rule powers, as established in the Illinois Revised Statutes and the Illinois Constitution.

3. Annexation, Vacation and Variations Ordinances. The Property is currently contiguous to the Village limits and shall be annexed to the Village prior to the issuance of any building permits or the commencement of any construction. In order to facilitate the annexation of the Property, the Developer shall (a) file a fully executed Annexation Petition in a form approved by the Village Attorney and substantially in accordance with the form of *Exhibit "D"* attached to this agreement, (b) provide evidence that the Developer has closed on and is the legal title holder of record of the Property and, (c) provide a Plat of Annexation acceptable in form and content to the Village Engineer and Village Attorney. Upon, but not before the Village's receipt of the Annexation Petition, the proof of ownership, and approved Plat of Annexation, the Village's Corporate Authorities shall adopt a valid and binding Annexation Ordinance providing for the annexation of the Property and any adjacent rights-of-way to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8. Immediately following the adoption of the Annexation Ordinance, the Village's Corporate Authorities shall adopt a valid and binding ordinance vacating Acorn Avenue as provided in *Exhibit "J"* ("Vacation Ordinance") and discussed further in subsection 8 and an ordinance approving, for the development and use of the Property, those certain variations to the Village's Zoning Code and Subdivision Regulations Code ("Variations Ordinance"), with the list of variations, as set forth in *Exhibit "E"* attached hereto (collectively the "Approved Variations"). The Village Clerk shall then promptly cause the Annexation Ordinance, Plat of Annexation, Vacation Ordinance, Variations Ordinance and related documents, including all required notices, to be recorded in the Office of the DuPage County Recorder. After the Acorn Avenue right of way is vacated to the Developer it shall be included in the definition of Property referenced in this Agreement.

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. Automatic Zoning. Contemporaneous with, or immediately following, the adoption of a valid and binding Annexation Ordinance and Vacation Ordinance, the Planning and Development Director shall, without further hearing automatically zone the Property R2 Residential zoning district in accordance with Section 10-3-3 of the Glen Ellyn Zoning Code. Because the zoning category to be granted to the Property is that which automatically will be granted pursuant to Section 10-3-3, the process under which this Agreement was entered into did not include a public hearing before the Glen Ellyn Plan Commission on the future zoning. The

zoning category to be granted to this Property will therefore be automatically established and the designation will appear in the next version of the Village's zoning map.

5. Development of Property.

A. Compliance with Preliminary and Final Plats of Subdivision. The Property shall be developed in substantial compliance with the development concepts set forth on the Preliminary Plat a copy of which is attached hereto as ***Exhibit "B"*** and Preliminary Development Plans, copies of which are attached hereto as ***Exhibits "F-H"***, including the Preliminary Engineering Plan prepared by Manhard Consulting LLC dated January 12, 2016 attached hereto as ***Exhibit "F"***, the Tree Survey and Protection Plan prepared by Manhard Consulting LLC dated December 15, 2015 attached hereto as ***Exhibit "G"*** and the Landscape Plan prepared by Manhard Consulting LLC dated December 15, 2015 attached hereto as ***Exhibit "H"*** notwithstanding any changes approved by the Village at the time of Final Plat approval.

As the Final Plat of Subdivision will not have been reviewed or acted on by the Village at the time this Agreement is entered into, it is understood that development of the Property shall take place in accordance with those plans approved and referenced in the Ordinance approving the Final Plat of Subdivision.

B. Village Codes/Requirements of Law. The Property shall be subject to the regulations set forth in the Zoning Code, the Subdivision Regulations Code, the Village's Building Code, and all other applicable statutes, ordinances, codes, rules and regulations pertaining to the development of the Property, including the statutes, ordinances, codes, rules, and regulations of any other governmental entity with regulatory control over the Property, now in force and effect, or that may be in full force and effect, and as may be amended from time to time, except as otherwise modified or varied pursuant to the terms of this Agreement. (Collectively, all federal, state, regional, local or Village statutes, codes, ordinances, rules and regulations are referred to as "***Requirements of Law***").

C. Public Improvements. Construction of the Property public improvements for the water, sanitary sewer, storm sewer, stormwater facilities, street, curbs, gutters, streetlights, sidewalks and parkway trees shall be sole responsibility of the Developer, and shall be constructed and installed on the Property and in the vicinity of the Property pursuant to and in accordance with those certain engineering plans to be approved by the Village Engineer at the time of Final Plat approval. More specifically, the Public Improvements shall be constructed and installed in accordance with the following:

i. Road. The Developer shall construct a new cul-de-sac that connects to Cumnor Avenue as shown on the Preliminary Development Plans attached hereto as ***Exhibits "F-H"*** and in accordance with all Requirements of Law notwithstanding any changes approved by the Village at the time of Final Plat review.

ii. Sidewalk and Other Street Improvements. The Developer shall construct and install street lighting and public sidewalks as depicted on the Preliminary Development Plans attached hereto as ***Exhibits "F-H"*** and in

accordance with all Requirements of Law notwithstanding any changes approved by the Village at the time of Final Plat review.

Notwithstanding anything to the contrary in this Subsection 5 or in any other part of this Agreement, the Developer shall construct and install, not later than 24 months after the issuance of the first occupancy permit in the subdivision, the public sidewalks as shown on the plans approved by the Village at the time of Final Plat approval, including those portions of sidewalk adjacent to unimproved lots.

iii. Water Service. The Developer shall extend Village water from its current location on Hill Avenue to serve the Subdivision as shown on the Preliminary Engineering Plan attached hereto as ***Exhibit "F"*** and in accordance with all Requirements of Law notwithstanding any changes approved by the Village at the time of Final Plat review.

Any home constructed on the Property shall immediately connect to the Village's water main. The Developer or current property owner shall be responsible for making the connection and paying all standard permit and connection fees. The Developer agrees to pay all water main extension costs.

A recapture for the watermain extension shall be available to the Developer in accordance with the Recapture Agreement attached hereto as ***Exhibit "C"***.

iv. Sanitary Sewer Service. The Developer shall extend Village sanitary sewer from its current location on Hill Avenue to serve the Subdivision as shown on the Preliminary Engineering Plan attached hereto as ***Exhibit "F"*** and in accordance with all Requirements of Law notwithstanding any changes approved by the Village at the time of Final Plat review.

Any home constructed on the Property shall immediately connect to the Village's sanitary sewer main. The Developer or current property owner shall be responsible for making the connection and paying all standard permit and connection fees. The Developer agrees to pay all sanitary sewer extension costs

A recapture for the sanitary sewer main extension shall be available to the Developer in accordance with the Recapture Agreement attached hereto as ***Exhibit "C"***.

v. Storm Water Facilities. The Developer shall construct and install storm water management and drainage facilities, and any appurtenances thereto ("***Storm Water Facilities***"), on the Property, which Storm Water Facilities shall be constructed and installed in substantial conformity with the Preliminary Engineering Plan attached hereto as ***Exhibit "F"*** and in accordance with all Requirements of Law notwithstanding any changes approved by the Village at the time of Final Plat review. Said Stormwater Facilities shall not be dedicated to the Village but shall be deeded to the Homeowner's Association which shall be

established by the Developer for the Property. Said facilities shall be owned and maintained by said Homeowner's Association.

The Developer acknowledges that the Village is a "full waiver" community under applicable provisions of the DuPage County Storm Water and Floodplain Ordinance. To the extent that the Village is required by the County, or any other governmental body with superior authority, to subsequently modify its storm water management ordinances, codes, rules, and regulations, the Developer shall be required to modify the plans to comply with any such changes.

6. Dedication of Public Improvements.

A. The Developer shall dedicate the curb, gutter, street, street lights, public sidewalks, water main, sanitary sewer, public storm sewer and parkway trees, as well as any other improvements specifically depicted on *Exhibit "I"* to this Agreement (collectively, "***Dedicated Improvements***"), that are installed on the Property and in vicinity of the Property to the Village.

B. The Developer shall notify the Village Engineer when it believes all of the Dedicated Improvements have been fully and properly completed in compliance with the Requirements of Law, including Section 11-5-3 of the Subdivision Regulations Code, the final engineering plans, and this Agreement, and shall request final inspection, approval, and acceptance of the Dedicated Improvements by the Village. Such notification shall be given far enough in advance to allow the Village Engineer time to inspect the Dedicated Improvements and to prepare a punch list of items requiring repair or correction. The Developer shall promptly make all necessary repairs and corrections as specified on the punch list. The Village shall not be required to approve or accept any portion of the Dedicated Improvements until all of the Dedicated Improvements, including punch list items, have been fully and properly completed.

C. Upon satisfactory completion of the Dedicated Improvements, including all punch list items, the Village Engineer shall recommend approval and acceptance of the Dedicated Improvements to the Village Board. Upon receipt of such recommendation, the Village Board shall accept the Dedicated Improvements. Upon the approval of, and prior to the acceptance of, the Dedicated Improvements to be accepted by the Village pursuant to this Section, the Developer shall execute, or cause to be executed, such documents as the Village shall request to transfer ownership of the Dedicated Improvements to, and evidence ownership of such Dedicated Improvements, to the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village in writing. The Developer shall, at the same time, grant, or cause to be granted, to the Village all such insured easements or other property rights as the Village may require to install, operate, maintain, service, repair, and replace the Dedicated Improvements that have not been previously granted to the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village in writing.

D. Neither the execution of this Agreement nor the approval or recordation of the Final Plat shall constitute acceptance by the Village of any public facilities that are

depicted as “dedicated” on the Final Plat, final engineering plans, or of any Dedicated Improvements.

7. Hill Avenue Right-of-Way Dedication. A 20-foot wide strip of the Property currently extends to the centerline of Hill Avenue and the Developer agrees to dedicate the southern 33-feet of the Property to the Village to become part of the Hill Avenue right-of-way.

8. Acorn Avenue Right-of-Way Vacation. Immediately upon annexation, the Village hereby agrees to vacate the 12,251 square foot portion of the Acorn Avenue right-of-way located immediately north of and adjacent to the site at no cost to the Developer generally as shown on the Plat of Vacation prepared by Manhard Consulting, Ltd and dated _____ a copy of which is attached hereto ***Exhibit “K”*** and to grant the Village a 10-foot wide pedestrian easement along the northern edge of the right-of-way.

9. Path Connection. Provided the Path Agreement, as hereinafter defined, is approved by the Village, DuPage County and Developer, the Developer agrees to construct a path connection for public use extending from the new cul-de-sac to Whittier Avenue in substantial conformance with the Offsite West Path Extension Plan prepared by Manhard Consulting dated January 12, 2016 (“Path Plan”) attached hereto as ***Exhibit “L”***, which Path Plan shall be subject to the terms and conditions to be set forth in an agreement between the Village, DuPage County (“County”) and Developer which shall be finalized as part of the Final Plat of Subdivision (“Path Agreement”). If the County does not approve the Path Plan or the Path Agreement, on terms and conditions acceptable to both the Village and Developer, then the Path Plan shall not be installed by Developer and the Village shall not condition the approval of the Final Plat of Subdivision or any other required approvals for Developer to obtain building and occupancy permits on the installation of the Path Plan. If the County or Village staff require changes to the Path Plan, the Path Plan shall be revised without any amendment to this Agreement.

10. Security Instruments.

A. In lieu of any applicable provisions of the Village Code to the contrary, the Developer shall deposit with the Village for the development of the Property, and the Village will accept, irrevocable letters of credit (“***Security Instruments***”) from reputable banks or savings and loan associations to guarantee construction and maintenance of all Public Improvements, including any Dedicated Improvements, to be constructed by the Developer as a part of the development of the Property. Each Security Instrument shall be in an amount equal to 125% of the Developer's engineer's estimate of construction costs for the Public Improvements to be constructed, as approved by the Village Engineer. All such Security Instruments shall be substantially in the form of ***Exhibit “M”*** attached to this Agreement.

B. Each Security Instrument shall be effective for not less than 2 years from the date of issuance, and Developer may substitute for, renew, or extend the same from time to time, with the approval of the Village, until the Public Improvements are completed. The Developer shall renew or replace each Security Instrument not less than 30 days prior to its expiration in the event the Public Improvements have not then been completed and

accepted by the Village as set forth in Section 6 of this Agreement. All Security Instruments shall require not less than 60 days written notice to the Village by the issuer prior to the expiration of the Security Instrument, and no Security Instrument shall expire without such prior written notice having been duly given.

C. Until the amount of the Security Instruments are sufficient to guarantee the completion of any incomplete, unacceptable, or defective Public Improvements, the Village may withhold the issuance of any building permits or certificates of occupancy. The Planning and Development Director may however, at his/her discretion allow a temporary occupancy permit to be issued if the incomplete items do not pose a hazard to the public health or safety as determined by the Village. The Village Engineer may from time to time approve a reduction or reductions in the Security Instruments by an amount not in excess of 90% of the value certified by the Developer's Engineer of the completed work so long as the balance remaining in the Security Instruments is at least equal to 125% of the cost to complete the remaining Public Improvements for the Property, plus retention for completed work and inspection and testing fees for the Village to inspect the Public Improvements remaining to be completed. The Security Instruments for the Public Improvements for the Property shall be deposited with the Village prior to the recordation of the Final Plat. The 10% maintenance guarantee amount required to be deposited under Chapter 5 of the Subdivision Regulations Ordinance shall be in the form of the Security Instruments. The entirety of the Security Instruments shall be released promptly following the satisfactory completion of the maintenance period as set forth in Chapter 5 of the Subdivision Regulations Ordinance.

11. Village Address. Upon annexation, new Village addresses shall be assigned to the Property.

12. Fees, Charges, Donations and Contributions.

A. Standard Fees and Charges. The Village shall impose upon and collect from the Developer, and his respective employees, contractors, sub-contractors, and agents the customary permit, license, tap-on, connection, and user fees and charges in such amounts or at such rates as are generally applied throughout the Village.

B. Annexation Fee. At the time of annexation, the Developer shall pay an annexation fee to the Village in the amount of \$4,930.

C. Land Donation and Cash Contributions. The Developer shall be required to pay to the Village the developer's donations identified below prior to issuance of a building permit for each home constructed on the Property provided however that a credit may be applied to two (2) homes of the Developer's choice in recognition of the existing single homes on the Property.

Glen Ellyn Library	for each new single-family home	\$821.52
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Glen Ellyn Fire Company	for each new single-family home	\$1,500.00
Glen Ellyn Park District	per new three-bedroom home	\$4,783.35
	per new four-bedroom home	\$6,210.60
	per new five-bedroom home	\$6,220.50
School District 41	per new three-bedroom home	\$3,010.00
	per new four-bedroom home	\$4,692.00
	per new five-bedroom home	\$3,456.00
School District 87	per new three-bedroom home	\$962.38
	per new four-bedroom home	\$2,053.52
	per new five-bedroom home	\$1,436.79

D. Payment of Village Consulting Fees. The Developer shall pay all reasonable professional consulting and administration fees incurred by the Village to process the Developer's requests for annexation and subdivision of the Property, which fees may, without limitation, include all engineering, surveying, and legal fees incurred by the Village pertaining to the review of the Developer's plans and specifications for the Property, the negotiation and preparation of this Agreement, delivery and publication of notices, administrative fees to conduct public meetings and public hearings, recordation fees, and fees related to inspecting development of the Property. Such fees shall be billed on the basis of the regular hourly billing rate normally charged by such professionals and paid by the Village. The Developer has deposited the sum of \$2,000 with the Village to be held in escrow and from time to time drawn on by the Village to pay for all Village consultants, recording fees and any other out-of-pocket fees pertaining to the annexation and development of the Property. The Developer shall replenish the escrow amount to its original deposit amount when the Village provides notice that the balance is at or below \$300. The Village's consultants shall include, without limitation, the Village's consulting engineer, consulting planner, surveyor, attorney, and transcriber.

E. Building Permit Fees. The Developer shall pay any and all Village fees and deposits in effect at the time of building permit application, including all water and sanitary sewer main connection and inspection fees, water meter, water valve and all other associated costs, fees and deposits.

13. Annexation Agreement Extension. At the option of the Village, the Village may extend this Annexation Agreement, at its conclusion, for an additional period of up to 20 years for a portion or all of the Property. If the Village wishes to exercise this option, it shall do so in writing not earlier than two years before the expiration of the Annexation Agreement, nor later than three months prior to this Agreement's initial termination date. Notice shall be sent in writing to (i) that entity that has paid the real estate property taxes during one of the last two years for the Property or that portion of the Property for which the Village wishes to extend this Agreement or (ii) to the record title holder of the Property or that portion of the Property for which the Village wishes to extend this Agreement. If the Village decides in its sole and absolute discretion to extend the term

of this Agreement, the Village may do so whether or not the Property, or any portion of the Property, has been annexed to the Village. The Village may only extend the term of this Agreement once. In the event that the Village has not exercised the option to extend the term of this Agreement pursuant to this Section, and if the property has not been annexed to the Village at this Agreement's initial termination date, the Village and the Owner may enter into a new Annexation Agreement in the manner provided by law. If the Village has been providing utility services to the non-annexed Property or any non-annexed portions of the Property pursuant to this Agreement, it may terminate such utility service at the conclusion of this Agreement; provided, however, that the Village provides not less than one year prior written notice of such termination to (i) that entity that has paid the real estate property taxes during one of the last two years for the Property or that portion of the Property for which the Village desires to terminate any such utility service or (ii) to the record title holder of the Property or any portion of the Property for which the Village desires to terminate any such utility service.

14. Liability and Indemnity of Village.

A. Village Review. The Developer acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Property or the Public Improvements, or the issuance of any approvals, permits, certificates, or acceptances for the development or use of the Property or the Public Improvements, and that the Village's review and approval of those plans and the Public Improvements and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Developer, or any of their heirs, successors, assigns, tenants, and licensees, or any other Person, against damage or injury of any kind at any time.

B. Village Procedure. The Developer acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agree not to challenge the Village's approval on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. The Developer agrees to, and does hereby, agree to defend, hold harmless and indemnify the Village, the Corporate Authorities, the Plan Commission, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time, within the statute of limitations or statute of repose applicable to those claims, against any of them in connection with (i) the Village's review and approval of any plans submitted by the Developer for the Property or the Public Improvements; (ii) the issuance of any approval, permit, certificate, to the Developer or acceptance-from the Developer the dedication of the Property or the Public Improvements; and (iii) the development, construction, maintenance, or use of any portion of the Property or the Public Improvements by the Developer, unless said claims are due to the willful or grossly negligent acts or omissions of the Village, its Corporate Authorities, the Plan Commission or Village elected or appointed officials, officers, employees, agents, representatives, engineers, attorney or any of them.

D. Defense Expense. The Developer shall, and does hereby agree to, pay all expenses, including without limitation legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the claims referenced in this Section.

15 Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("*e-mail*"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three (3) 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 (3) 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 (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three (3) 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 Developer shall be addressed to, and delivered at, the following address:

Greg Rose
Skar Development
21 N. Brockway, Suite 201
Palatine, Illinois 60067

16. General Provisions.

A. Severability. In the event that any portion of this Annexation Agreement is 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 Developer 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 Developer 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. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures. The 2014 Agreement shall continue in full force and effect until both Village and Developer execute this Agreement. Upon execution of this Agreement by Village and Developer, the 2014 Agreement shall be amended and restated in its entirety by this Agreement.

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

F. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Developer 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 Developer of their duties and obligations already undertaken under this Agreement. If all or any portion of the Property to conveyed in the future, any contract for sale or other agreement relating to each and every conveyance shall contain an acknowledgement by the grantee of the existence of this Agreement.

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

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

I. No Disconnection. Once the Property subject to this Annexation Agreement has been annexed to the Village, the Developer 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 Developer may not during the term of this Annexation Agreement petition any other municipality or a court to permit annexation to another municipality.

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

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

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

M. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided in this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

N. Non-Waiver. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any right granted to the Village shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Village's right to enforce that right or any other right.

O. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

P. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

Q. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

R. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

S. Exhibits. *Exhibits "A" through "L"* attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

T. Changes in Laws. Unless otherwise provided in this Agreement, any reference to any statute, ordinance, code, rule, or regulation shall be deemed to include any modifications of, or amendments to, any such statute, ordinance, code, rule, or regulation that may occur in the future.

U. Authority to Execute. The Village hereby warrants and represents to the Developer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities.

The Developer hereby warrants and represents to the Village that the Developer i.) is the owner of the Hill Avenue Property and has a valid contract to purchase the Cumnor Avenue Property, ii.) that upon closing of the Cumnor Avenue Property that the Developer will be the sole legal title holder of the Cumnor Avenue Property and that no other person will have legal, beneficial, contractual, or security interest in the Cumnor Avenue Property, and (iii) that neither the execution of this Agreement nor the performance of the obligations assumed by the Developer will (a) result in a breach or default under any agreement to which the Developer is a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Developer or the Property are subject.

V. Effective Date. Upon purchase of the Cumnor Avenue Property, the Developer shall furnish the Village with a copy of the executed deed. Village acknowledges that Developer has provided the Village a copy of the deed for the Hill Avenue Property showing Developer is the owner of the Hill Avenue Property. This Agreement shall not be effective until such time as the purchase has been finalized and proof of ownership satisfactory to the Village Attorney has been provided to the Village verifying that the Developer is the sole legal titleholder of record. Immediately following submission of valid proof of ownership and confirmation by the Village Attorney of its validity, this Agreement shall automatically become effective with no further action required from the Developer or Village.

W. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the Village or the Developer or the Owner.

[Signature and acknowledgement pages follow.]

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 _____, 2016.

VILLAGE OF GLEN ELLYN
A Municipal Corporation:

Village of Glen Ellyn
535 Duane Street

DEVELOPER

Greg Rose, Skar Development LLC

BY: _____
Alexander Demos, Village President

ATTEST:

BY: _____
Catherine Galvin, Village Clerk

BY: _____

SUBSCRIBED AND SWORN to
before me this _____ day of
_____, 2016.

Notary Public

EXHIBIT A**LEGAL DESCRIPTION OF PROPERTY**

Developer: Skar Development, LLC

Property

Address: 21W576 Hill Avenue, 0N208 Cumnor Avenue and 0N220 Cumnor Avenue
Glen Ellyn, IL 60137

P.I.N.s: 05-12-313-001, 05-12-313-022, 05-12-313-043, 05-12-313-044 and 05-12-313-046

Legal Description:

21W576 Hill Avenue

PARCEL 1:

LOT 56 OF ASSESSMENT DIVISION OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THAT PART THEREOF, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 56; THENCE NORTH ALONG THE EASTERLY LINE THEREOF 189.9 FEET, MORE OR LESS, TO AN IRON STAKE, SAID STAKE BEING 478.7 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 56; THENCE WEST 240 FEET TO AN IRON PIPE STAKE ON THE WEST LINE OF SAID LOT 56, SAID STAKE BEING 443.7 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 56; THENCE SOUTH ON THE WEST LINE OF SAID LOT 56 TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF SAID LOT 56, 256.08 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF SAID LOT 56, BEING THE PLACE OF BEGINNING) IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOTS 55 AND 56 OF COUNTY CLERK'S ASSESSMENT DIVISION OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 55 IN THE CENTER OF HILL AVENUE; THENCE NORTH, ON THE EAST LINE OF SAID LOT 55, 365 FEET, FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH, ON THE EAST LINE OF SAID LOT 55, 226.6 FEET; TO THE NORTHEAST CORNER OF SAID LOT; THENCE NORTHWESTERLY, ON THE NORTHEASTERLY LINE OF SAID LOT 55, 46.2 FEET, TO AN IRON STAKE AT THE SOUTHEAST CORNER OF SAID LOT 56; THENCE NORTH, ON THE EAST LINE OF SAID LOT 56, 189.9 FEET, TO AN IRON STAKE, SAID STAKE BEING 478.7 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 56; THENCE WEST, 240 FEET, TO AN IRON STAKE ON THE WEST LINE OF SAID LOT 56, SAID STAKE BEING 443.7 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 56; THENCE SOUTH, ON THE WEST LINE OF SAID LOTS 55 AND 56, 1,086 FEET, TO THE CENTER LINE OF HILL AVENUE; THENCE NORTHEASTERLY, ALONG THE CENTER LINE OF HILL AVENUE, 26.3 FEET; THENCE NORTH, ON A LINE PARALLEL WITH AND 20 FEET EAST OF THE WEST LINE OF SAID LOT 55, 365 FEET, TO AN IRON STAKE; THENCE NORTHEASTERLY, 357.1 FEET TO THE

PLACE OF BEGINNING EXCEPT FROM SAID TRACT, PREMISES DESCRIBED AS FOLLOWS; TO-WIT: 1) THAT PART OF SAID LOT 55 FALLING IN THE NORTH HALF OF HILL AVENUE; 2) THAT PART OF SAID LOT 55 DESCRIBED BY BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT 55, 365 FEET NORTH OF THE CENTER OF HILL AVENUE; THENCE SOUTHWESTERLY PARALLEL WITH HILL AVENUE, 357.1 FEET, TO AN IRON PIPE STAKE IN THE EAST LINE OF THE 20 FOOT EASEMENT IN FAVOR OF ANNA J. WOLFARD, AS SET FORTH IN DEED RECORDED DECEMBER 15, 1942 AS DOCUMENT 444775; THENCE NORTH, ALONG THE EAST LINE OF SAID EASEMENT, 253.76 FEET, TO AN IRON PIPE STAKE; THENCE NORTHEASTERLY, 220 FEET, MORE OR LESS, TO A POINT IN THE EAST LINE OF SAID LOT 55, 53.75 FEET NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH, 53.75 FEET TO THE PLACE OF BEGINNING; 3) THAT PART OF LOT 55 OF COUNTY CLERK'S ASSESSMENT DIVISION OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 55 IN THE CENTER OF HILL AVENUE; THENCE NORTH, ON THE EAST LINE OF SAID LOT 55, 418.75 FEET, FOR A PLACE OF BEGINNING; THENCE NORTH, ALONG THE EAST LINE OF SAID LOT 55, 172.85 FEET, TO THE NORTHEAST CORNER OF SAID LOT 55; THENCE WESTERLY, ALONG THE NORTH LINE OF SAID LOT 55, 46.2 FEET, TO THE SOUTHEAST CORNER OF LOT 56 IN SAID COUNTY CLERK'S ASSESSMENT DIVISION (BEING ALSO THE SOUTHWEST CORNER OF SAID LOT 3 IN GLEN OAK SUBDIVISION); THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT 56 EXTENDED SOUTH, 199.2 FEET; THENCE EASTERLY, 47.62 FEET, TO THE PLACE OF BEGINNING), 4) THAT PART OF LOT 55 OF COUNTY CLERK'S ASSESSMENT DIVISION OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT 55 WHICH IS 418.75 FEET NORTH OF THE CENTER LINE OF HILL AVENUE, (SAID POINT BEING THE SOUTHEAST CORNER OF LOT "A" OF STEPPAN'S SURVEY), RECORDED AS DOCUMENT 570231); THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT "A", 47.62 FEET TO THE EAST LINE, EXTENDED SOUTH OF LOT 56 OF SAID COUNTY CLERK'S ASSESSMENT DIVISION; THENCE CONTINUING WESTERLY ALONG SAID SOUTHERLY LINE OF LOT "A" 213.38 FEET TO A POINT ON THE EAST LINE OF THE 20 FOOT EASEMENT SET FORTH IN DEED RECORDED AS DOCUMENT 444755 WHICH IS 618.76 FEET NORTH OF THE SAID CENTER LINE OF HILL AVENUE (SAID POINT BEING THE NORTHWEST CORNER OF LOT "B" OF SAID STEPPAN'S SURVEY); THENCE NORTHERLY ALONG SAID EAST LINE OF EASEMENT, 218.38 FEET; THENCE EASTERLY AT RIGHT ANGLES TO SAID EAST LINE, 215.35 FEET TO THE EAST LINE EXTENDED SOUTH OF SAID LOT 56; THENCE SOUTHERLY ALONG SAID EAST LINE 185.30 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

AND;

0N208 Cumnor Avenue and 0N220 Cumnor Avenue

LOT 32 IN GLEN OAK SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH 1/2 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 13, 1913 AS DOCUMENT 110577 IN DUPAGE COUNTY, ILLINOIS.

TOGETHER WITH THAT PART OF LOTS 33 AND 34 IN GLEN OAK SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH 1/2 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED

JANUARY 13, 1913 AS DOCUMENT NO. 110577, IN DU PAGE COUNTY, ILLINOIS, LYING NORTH OF THE NORTH LINE OF LOT 2 IN WEBB'S GLEN OAK RESUBDIVISION, RECORDED APRIL 25, 2012 AS DOCUMENT NO. R2012-053614.

ALSO THAT PART OF LOT 55 IN COUNTY CLERK'S ASSESEMENT DIVISION OF PART OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 6, 1879 AS DOCUMENT NO. 26582, IN DU PAGE COUNTY, ILLINOIS, LYING NORTH AND EAST OF LOTS 1 AND 2 IN WEBB'S GLEN OAK RESUBDIVISION, RECORDED APRIL 25, 2012 AS DOCUMENT NUMBER R2012-053614, AND ALSO LYING EAST OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 33 IN GLEN OAK SUBDIVISION RECORDED JANUARY 13, 1913 AS DOCUMENT NO. 110577.



EXHIBIT C**Recapture Agreement**

THIS RECAPTURE AGREEMENT ("**Agreement**"), is made and entered into as of the ____ day of _____, 20____, by, between, and among the **VILLAGE OF GLEN ELLYN**, an Illinois home-rule municipal corporation ("**Village**") and Skar Development, LLC , developer of the Enclaves of Glen Ellyn Subdivision (collectively, "**Developer**").

RECITALS

- A. The Developer plans to plat and develop public improvements to support a certain subdivision, to be located in the limits of the Village known as The Enclaves of Glen Ellyn ("**Subdivision**"), which pursuant to an Annexation Agreement ("**Annexation Agreement**") entered into on _____ by the adoption of Ordinance _____ is to include the construction of Village water and sanitary sewer mains to serve the Property.
- B. The Developer is currently the owner of a portion of the Property and the contract purchaser of the remaining portion of the Property on which the Subdivision is planned and this agreement and the Annexation Agreement shall not be effective until the Developer's purchase of the entire property is complete.
- C. The Developer and Village desire to recapture an allocable share of the costs of designing and constructing the off-site water and sanitary sewer mains as depicted on the Preliminary Engineering Plan attached hereto as **Exhibit "A"** and, by this reference, made a part of this Agreement ("**Recapture Items**") which will provide benefit to other properties ("**Benefited Properties**") and the owners of these Benefited Properties ("**Benefited Owners**").
- D. The Developer and Village are desirous of entering into this Agreement to provide for the fair and allocable recapture by the Parties of the proportionate costs of the Recapture Items from the Benefited Owners, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree as follows:

- 1. **RECAPTURE ITEMS.** The Recapture Items consist of the water main and sanitary sewer main as well as associated structures and appurtenances which have been designed by and will be extended by the Developer north of Hill Avenue on Cumnor Avenue all as depicted on **Exhibit "A"**. The Developer shall advance all of the costs of designing and constructing the Recapture Items, subject to reimbursement of certain portions of such costs from the Benefited Owners of the Benefited Properties as hereinafter provided and by the Village as may be determined.
- 2. **BENEFITED PROPERTIES.** The Benefited Properties are identified in **Exhibit "B"** attached to and, by this reference, made a part of this Agreement ("**Benefited Properties Map and Schedule**"). Each individual parcel of real estate contained within the Benefited Properties Map and Schedule is referred to in this Agreement as a Benefited Property. There are a total of two (2) Benefited Properties, as identified in the Benefited Properties Map and Schedule that will be subject to the recapture amounts. For the purpose of this Agreement it has been assumed that one of the Benefited Properties, 0N201 Cumnor Avenue, will be subdivided in the future with a total of three (3) properties therefore potentially connecting to the Recapture Items along Cumnor Avenue.
- 3. **RECAPTURE AMOUNT.** The estimated costs per lot to construct the Recapture Items is set forth in Subsection A below and is based on a cost estimate of the **Recapture Items** of \$138,498 for water and

\$279,473 for sanitary sewer provided by the Developer's Engineer and approved by the Village Engineer and dividing the aforementioned amounts by 15 lots, including the 12-lots in the subdivision and the 3 future potential Benefited Properties. The cost of the Recapture Items to be paid by the owner of each Benefited Property ("***Recapture Amount***") shall be determined by the Village and shall be as follows:

- A. Each Benefited Property, which elects to connect to the Recapture Item(s) during the term of this agreement shall pay the recapture amount, which is estimated to be \$9,233.20 per lot for water and \$18,631.53 per lot for sanitary sewer. The final recapture amount shall be adjusted by the Village based on the actual documented construction costs based on receipts submitted by the Developer for design, construction and construction management of the ***Recapture Items***.
 - B. Subject to the provisions set forth in Section 5 of this Agreement, any recapture amount received shall be forwarded by the Village to the Developer after the subtraction of \$150 per payment to the Village for administrative costs and to process the collection and payment of the Recapture amount.
4. **COLLECTION OF PROPERTY RECAPTURE AMOUNT.** The Village shall assess against and collect from the Benefited Owner of a Benefited Property, or any portion thereof, his successors and assigns, the applicable Property Recapture Amount as provided under Paragraph 3 of this Agreement and as identified in the Recapture Schedule for such Benefited Property at such time as a Benefited Owner, or its agent or representative, applies to the Village for issuance of a permit for connection to the water and/or sanitary sewer main. No Benefited Property shall be issued a permit by the Village for connection to the water main until such Benefited Owner has fully paid the applicable Property Recapture Amount owed for such recapture item under this Agreement, whether Village water is provided to such Benefited Property directly or indirectly through the Recapture Items.
5. **PAYMENT OF PROPERTY RECAPTURE AMOUNT.** Any Property Recapture Amount collected by the Village pursuant to this Agreement and owed to the Developer shall be paid to the Developer, or such other person or entity as the Developer may direct by written notice to the Village, within 45 days following collection thereof by the Village. Prior to the payment of the Property Recapture Amount to the Developer, the Village may deduct and retain \$150.00 for each Benefited Property as the Village's sole and exclusive fee for entering into and administering this Agreement ("***Administration Fee***"). The Administration Fee may only be collected once for each Benefited Property. It is understood and agreed that the Village's obligation to reimburse the Developer shall be limited to funds collected from the Benefited Owners as provided in this Agreement, and payments made under this Agreement shall be made solely out of said funds. This Agreement shall not be construed as creating any obligation upon the Village to make payments from its general corporate funds or revenue. In no event shall the Developer be entitled to any interest that may be earned on deposited Property Recapture Amounts.
6. **VILLAGE'S OBLIGATION.** The Village and its officers, employees and agents shall make all reasonable efforts to collect the Property Recapture Amount for each Benefited Property. Neither the Village nor any of its officers, employees or agents shall be liable in any manner for the failure to make such collections. In any event, however, the Developer or the Village may sue any Benefited Owner owing any Property Recapture Amount under this Agreement for collection thereof, and in the event the Developer initiates a collection lawsuit, the Village agrees to cooperate in the Developer's collection attempts under this Agreement by allowing full and free access to the Village's books and records pertaining to the connection to the Recapture Items by the Benefited Property and the collection of any Property Recapture Amount therefore. In the event the Village and any of its agents, officers or employees is made a party in any litigation arising out of or resulting from the Agreement, the Developer shall defend such litigation, including the interest of the Village and all such agents, officers and employees, and shall further release and hold the Village and its officers, employees and agents harmless from any judgment entered against the Developer or the Village and shall further indemnify the Village and its officers, employees and agents from any loss resulting therefrom, except to the extent such loss results from the negligent or willfully wrongful act or conduct of the Village, the Developer shall, within 10 business days

following written demand from the Village, deposit a cash bond with the Village in the amount of \$10,000 ("**Litigation Bond**") to be utilized to secure the payment of costs incurred by the Village as a result of such litigation. The Litigation Bond shall be increased from time to time by the Developer if necessary to cover such Village costs and expenses, and any balance remaining shall be promptly refunded to the Developer upon a final resolution of such litigation. In the event the Developer fails to promptly perform any of its responsibilities contained within this Section 6 or elsewhere within this Agreement, and upon the Developer's failure to cure such default in a timely manner pursuant to Paragraph 10.C of this Agreement, the Village may, at its option, permit all or any of the Benefited Owners to connect to the Recapture Items without payment of the applicable Property Recapture Amount or at such lesser Property Recapture Amount as the Village may choose to collect in settlement. Any Property Recapture Amount received by the Village, in such case, shall be turned over to Developers less the Village's actual collection costs.

7. **VILLAGE'S COLLECTION OF OTHER FEES AND CHARGES.** Nothing contained in this Agreement shall limit or in any way affect the rights of the Village to collect other fees and charges pursuant to Village ordinances, resolutions, motions and policies. The Property Recapture Amount provided for herein for each Benefited Property is in addition to such other Village fees and charges.
8. **TERM.** This Agreement shall remain in full force and effect for a period of 10 years from the date hereof, unless sooner terminated by the mutual agreement of the parties hereto or by the completion of all duties to be performed under this Agreement. In the event no connection permit as aforesaid is issued by the Village for a Benefited Property or the Benefited Properties within 10 years following the date of this Agreement, this Agreement, and each and every duty and undertaking set forth in this Agreement pertaining to such Benefited Property, shall become null and void and of no further force and effect to such Benefited Property, and the Developers shall have no right whatsoever to any Property Recapture Amounts as otherwise contemplated under this Agreement.
9. **LIEN.** The recordation of this Agreement against the Benefited Properties shall create and constitute a lien against each Benefited Property, and each subdivided lot hereafter contained therein, in the amount of the applicable Property Recapture Amount applicable under this Agreement to such Benefited Property.
10. **MISCELLANEOUS PROVISIONS**
 - A. **Amendment:** This Agreement may be amended upon the mutual consent of the parties to this Agreement from time to time by written instrument and conformity with all applicable statutory and ordinance requirements and without consent of any other person or corporation owning all or any portion of the Benefited Properties.
 - B. **Binding Effect:** Except as otherwise herein provided, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Developer and any successor municipal corporation of the Village.
 - C. **Enforcement:** Each party to this Agreement, and their respective successors and assigns, may either in law or in equity, by suit, action, mandamus, or other proceeding enforce and compel performance of this Agreement. In the event of a default by a party hereunder, the non-defaulting party shall give written notice of such default to the defaulting party and the defaulting party shall have ten (10) days following receipt of such notice to cure such default.
 - D. **Recordation:** A true and correct copy of this Agreement shall be recorded at Developers'(s) expense, with the Office of the DuPage County Recorder. This Agreement shall constitute a covenant running with the land and shall be binding upon the Benefited Properties in accordance with the terms and provisions set forth herein.

- E. Notices: Any notice required or desired to be given under this Agreement, unless expressly provided to the contrary herein, shall be in writing and shall be deemed to have been given on the date of personal delivery, on the date of confirmed telefacsimile transmission provided a hard copy of such notice is deposited in the U.S. Mail addressed to the recipient within twenty-four (24) hours following the facsimile transmission, or on the date when deposited in the U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, and addresses as follows:

If to Village: Village Clerk
 Village of Glen Ellyn
 535 Duane Street
 Glen Ellyn, IL 60137

If to Developer: Attn: Greg Rose
 Skar Development
 21 N. Brockway, Suite 201
 Palatine, Illinois 60067

- F. Severability: The invalidity or unenforceability of any of the provisions hereof, or any charge imposed as to any portion of the Benefited Properties, shall not affect the validity or enforceability of the remainder of this Agreement or the charges imposed hereunder.
- G. Complete Agreement: This agreement contains all the terms and conditions agreed upon by the parties hereto and no other prior agreement, excepting the Annexation Agreement, regarding the subject matter of this Agreement shall be deemed to exist to bind the parties. The laws of the State of Illinois shall govern this Agreement.
- H. Captions and Paragraph Headings. Captions and paragraph headings incorporated herein are for convenience only and are not a part of this Agreement, and are not a part of this Agreement, and further shall not be used to construe the terms thereof.
- I. Recitals and Exhibits: The recitals set forth at the beginning of this Agreement and the exhibits attached hereto are hereby incorporated into this Agreement and made a part of the substance hereof.

BY: _____
Alexander Demos
Village President

BY: _____
Greg Rose
Skar Development, LLC

ATTEST:

BY: _____
Catherine Galvin, Village Clerk

SUBSCRIBED AND SWORN to
before me this _____ day of
_____, 20__.

Notary Public

X:\Plandev\PLANNING\ANNEXATIONS\Hill 21W576, The Enclaves of Glen Oak\Revised Plan\Draft Agreement 012716
Clean Copy.docx

RECAPTURE AGREEMENT
Exhibit "A"

FOR CONTINUATION - SEE TOP RIGHT

FOR CONTINUATION - SEE BOTTOM LEFT

STANDARD SYMBOLS

NOTES

SECTION LEGEND

SECTION 1

SECTION 2

SECTION 3

SECTION 4

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RECAPTURE AGREEMENT EXHIBIT "B"

MAP AND SCHEDULE OF BENEFITED PROPERTIES

	Address	PIN	Estimated Water Recapture	Estimated Sanitary Sewer Recapture
1	0N170 Cumnor Avenue	05-12-313-018	\$9,233.20	\$18,631.53
2	0N201 Cumnor Avenue (First Lot with Cumnor Frontage)	05-12-315-001	\$9,233.20	\$18,631.53
2	0N201 Cumnor Avenue (Second Lot with Cumnor Frontage if Subdivided)	05-12-315-001	\$9,233.20	\$18,631.53

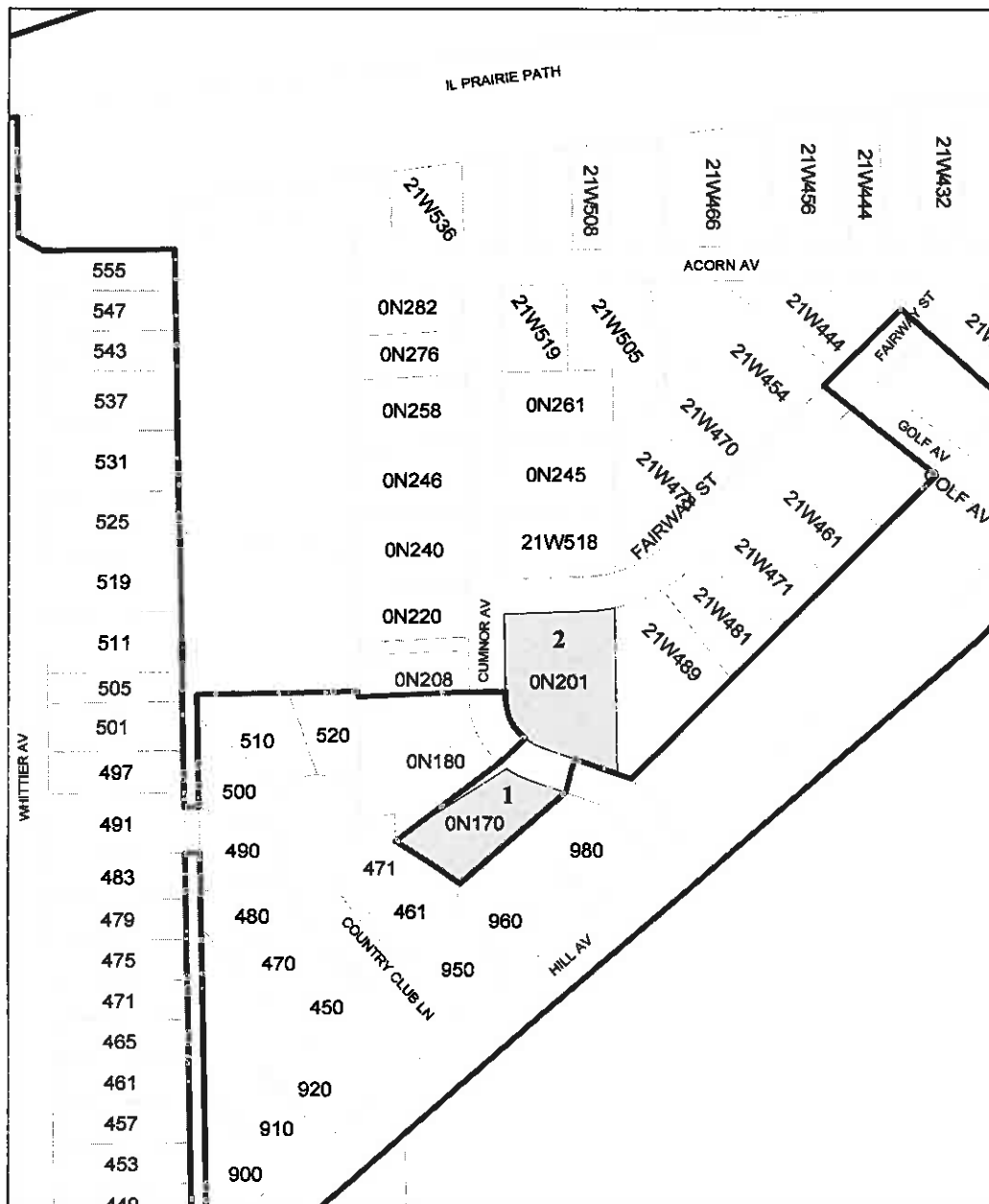


EXHIBIT D
PETITION FOR ANNEXATION
VILLAGE OF GLEN ELLYN, ILLINOIS

TO THE GLEN ELLYN VILLAGE BOARD:

Petitioners on oath state as follows:

1. That the undersigned is the sole owner of record of all of the property described in Exhibit "A" and commonly known as 21W576 Hill Avenue, 0N208 Cumnor Avenue and 0N220 Cumnor Avenue with P.I.N.s: of 05-12-313-022, 05-12-313-001 05-12-313-043, 05-12-313-044 and 05-12-313-046 (Subject Realty).
2. That this petition is executed by the owner of record of the Subject Realty.
3. That no electors reside on the Subject Realty or, in the alternative, at least fifty-one percent (51%) of the electors residing on the Subject Realty have executed this petition.
4. That no portion of the property is within the corporate limits of any municipality.
5. That the Subject Property is either contiguous to the Village of Glen Ellyn, will be at the time of annexation, or may be contiguous when combined with other property annexing to the Village of Glen Ellyn.
6. That the property which the Petitioner desires to have annexed to the Village of Glen Ellyn is the property that is described in Exhibit "A" attached hereto and made a part hereof.
7. That this Petition shall be in full force and effect from and after the date hereof and until the property is annexed to the Village of Glen Ellyn in agreement with State Law.

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

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

Owner of Record of Subject Property:

Signature: _____

Print Name: _____

Date: _____

Subscribed and sworn to before me this

_____ day of _____, 20____

NOTARY PUBLIC

Owner of Record of Subject Property:

Signature: _____

Print Name: _____

Date: _____

Subscribed and sworn to before me this

_____ day of _____, 20____

NOTARY PUBLIC

EXHIBIT E**APPROVED VARIATIONS**

- A. Approval of a Preliminary Plat of Subdivision in accordance with Section 11-3-4 of the Subdivision Regulations Code.
- B. Approval of the following variations from the Glen Ellyn Subdivision Regulations Code.
1. A variation from Section 11-4-4(E) to allow a right-of-way width of 50 feet in lieu of the minimum right-of-way width of 60 feet required.
 2. A variation from Section 11-4-7(A) to allow the proposed sidewalk to terminate on Lot 1 and only be located on one side of the street, adjacent to the proposed lots and to allow the absence of a sidewalk on the north side of the new street leading into the development.
 3. A variation from Section 11-4-8 to allow the existing overhead utilities on the property and in the adjacent Cumnor Avenue right-of-way to remain above ground.
 4. A variation to waive the land transfer regulations in Section 11-3-9 for a 20-foot wide strip of land leading from Hill Avenue to the main portion of the property.
 5. A variation from Section 11-4-4(J) to allow a cul-de-sac bulb right-of-way diameter of less than 116 feet to accommodate the creation of a landscape buffer west of the proposed cul-de-sac bulb. (The overall diameter of the pavement in the bulb would comply with Code).
 6. A variation from Section 11-4-2 to allow the creation on a flag lot where one would otherwise be prohibited.
 7. A variation from Section 11-4-9(C) to allow the absence of parkway trees in the adjacent Cumnor Avenue right-of-way.
- C. Approval of the following variations from the Glen Ellyn Zoning Code:
1. A variation from Section 10-4-8(D)1(a) to allow front yard setbacks of 20-feet on Lots 11 and 12 in lieu of the minimum setback of 30-feet required.
 2. A variation from Section 10-4-8(D)8(a) to allow a lot width of 50.3 feet, 15 feet and 58.46 feet on Lots 2, 3 and 4 respectfully in lieu of the minimum lot width of 66 feet required.
 3. A variation from Section 10-4-8(D)9 to allow a lot depth of 107 feet on Lot 12 in lieu of the minimum lot depth of 110 feet required.



Exhibit "G"

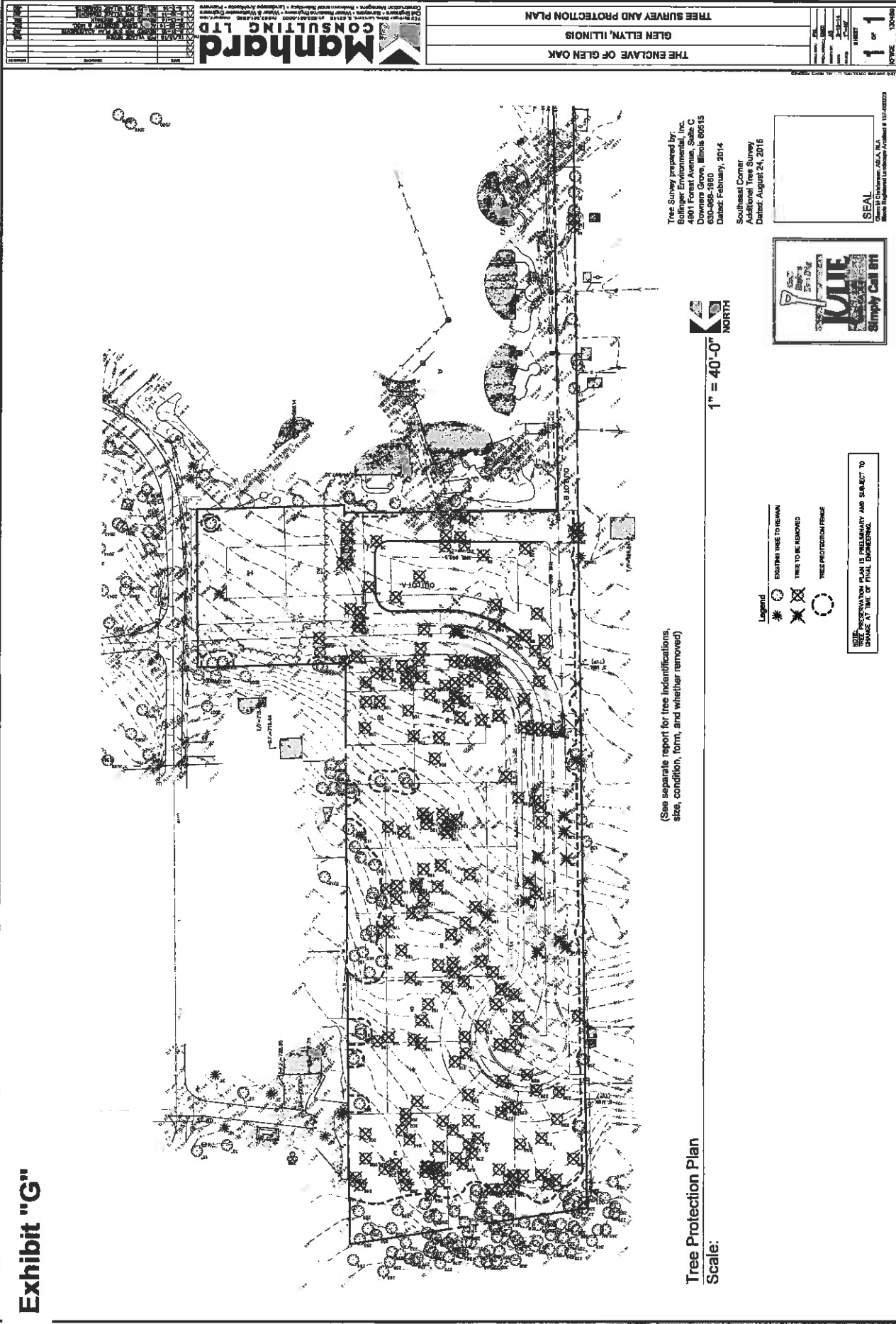




EXHIBIT I
DEDICATED IMPROVEMENTS

**TO BE
INSERTED**

EXHIBIT J**VACATION ORDINANCE****Ordinance No. _____**

**An Ordinance Vacating a Portion of the Acorn Avenue Right-of-Way
to Adjacent Property Commonly Known as 21W576 Hill Avenue
Glen Ellyn, Illinois 60137**

Whereas, Skar Development, LLC, owner of property commonly known as 21W576 Hill Avenue (hereinafter “Developer”), has petitioned the Village President and Board of Trustees for approval of a subdivision known as the Enclaves of Glen Oak Subdivision and the annexation of certain property including 21W576 Hill Avenue; and

Whereas, as part of the project, the Developer has requested that the Village vacate 12,521 square feet of the Acorn Avenue right-of-way located directly north of and adjacent their property at 21W576 Hill Avenue upon said property being annexed to the Village of Glen Ellyn;

Whereas, the subject portion of the Acorn right-of-way requested to be vacated is shown on the Plat of Vacation attached hereto as Exhibit “A” and is legally described as follows:

THAT PART OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF ACORN AVENUE AS DEDICATED BY THE PLAT OF GLEN OAK, A SUBDIVISION RECORDED JANUARY 13, 1913 AS DOCUMENT NO. 110577 IN BOOK 7, PAGE 89; THENCE NORTH 81 DEGREES 24 MINUTES 33 SECONDS EAST (BEARINGS BASED ON ILLINOIS SPC EAST ZONE NAD 83), 243.46 FEET ALONG THE NORTH LINE OF SAID ACORN AVENUE TO A POINT OF CURVATURE SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 27 IN SAID GLEN OAK; THENCE SOUTHEASTERLY 0.43 FEET ALONG SAID NORTH LINE, BEING THE ARC OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 67.24 FEET (CALCULATED), A CHORD BEARING SOUTH 75 DEGREES 52 MINUTES 26 SECONDS EAST AND A CHORD DISTANCE OF 0.43 FEET TO THE INTERSECTION OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LTO 28 IN SAID GLEN OAK; THENCE SOUTH 00 DEGREES 32 MINUTES 59 SECONDS EAST, 64.97 FEET ALONG SAID NORTHERLY EXTENSION TO THE NORTHWEST CORNER OF SAID LOT 28, SAID POINT BEING ON THE SOUTH LINE OF ACORN AVENUE; THENCE SOUTH 87 DEGREES 39 MINUTES 02 SECONDS WEST, 241.36 FEET ALONG SAID

SOUTH LINE TO THE SOUTHWEST CORNER OF ACORN AVENUE; THENCE NORTH 00 DEGREES 54 MINUTES 08 SECONDS WEST, 38.60 FEET ALONG THE WEST LINE OF ACORN AVENUE TO THE POINT OF BEGINNING; and

Whereas, it is the opinion of the corporate authorities of the Village of Glen Ellyn that it is in the best interest of the Village to vacate the aforementioned 12,521 square feet of the Acorn Avenue right-of-way legally described hereinabove to the adjacent property to the south commonly known as 21W576 Hill Avenue and to retain a pedestrian easement on the northern 10-feet thereof all as depicted on Exhibit "A" attached hereto; and

Whereas, it is herein recognized that in exchange for the vacation of the aforementioned right-of-way that the Developer will be constructing substantial public improvements in association with the proposed Enclaves of Glen Oak subdivision including a new road and right-of-way as well as a new watermain, sanitary sewer main, parkway trees and sidewalk, among other improvements all of which are to be dedicated to the Village upon completion as specified in the annexation agreement approved by the Village Board of Trustees on _____ by the adoption of Ordinance _____.

Whereas, pursuant to Chapter 65, Section 5/11-91-1 of the Illinois Municipal Code, at least three-quarters of the corporate authorities of the Village of Glen Ellyn are of the opinion that the public interest will best be served by vacating the subject portion of the Acorn Avenue right-of-way described herein.

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 findings of fact and conclusions as set forth hereinabove are hereby adopted as the findings of fact and conclusions of the corporate authorities of the Village of Glen Ellyn.

Section Two: Pursuant to the powers granted in Chapter 65, Section 5/11-91-1 of the Illinois Municipal Code, the Village of Glen Ellyn hereby vacates the aforementioned 12,521 square feet of the Acorn Avenue right-of-way to the adjacent property to the south known as 21W576 Hill Avenue as

shown on the Plat of Vacation prepared by Manhard Consulting, Ltd. dated _____ a copy of which is attached hereto as Exhibit "A".

Section Three: The Village of Glen Ellyn expressly reserves a pedestrian easement over the northern 10-feet of the vacated right-of-way for the benefit of the Village in accordance with the easement provisions set forth on the Plat of Vacation.

Section Four: The Village President and Village Clerk are hereby authorized to execute the Plat of Vacation certifying that it has been approved by the affirmative vote of at least three-quarters of the corporate authorities of the Village now holding office and that the vacation has been approved by the Village President.

Section Five: The right-of-way vacation approved herein shall not be effective until such time as the property at 21 W576 Hill Avenue has been annexed to the Village of Glen Ellyn and the Final Plat of Subdivision for the Enclaves of Glen Oak subdivision has been approved by the Village Board of Trustees.

Section Six: Upon the annexation of the property at 21 W576 Hill Avenue and approval by the Village President and Board of Trustees of the Final Plat of Subdivision for the Enclaves of Glen Oak subdivision, this Ordinance and the aforementioned Plat of Vacation shall be recorded with the Recorder of Deeds of DuPage County, Illinois.

Section Seven: This Ordinance shall be published in pamphlet form within thirty (30) days after its passage and approval, in the manner provided by law, and shall be in full force and effect ten (10) days after completion of such publication.

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



EXHIBIT M
FORM LETTER OF CREDIT

"BANK LETTERHEAD"

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ DATE: _____

BENEFICIARY

VILLAGE OF GLEN ELLYN

Attention: Planning and Development Director

535 Duane Street

Glen Ellyn, IL 60137

APPLICANT / DEVELOPER

AMOUNT OF CREDIT: \$ _____
EXPIRY DATE: (2 Years After Issuance)

Ladies and Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit No. _____ in the favor of the Village of Glen Ellyn, Illinois, an Illinois municipal corporation ("Village"), in the amount of _(125% of the Developer's Engineer's Estimate of Construction Costs as approved by the Village Engineer)_.

This Irrevocable Standby Letter of Credit will be used to secure the construction of certain improvements ("Improvements"), including but not limited to _(List improvements such as water distribution system, sanitary sewer system improvements, storm water collection system improvements, erosion control, roadway improvements, sidewalk improvements, street trees, and miscellaneous site improvements)_

This Irrevocable Letter of Credit secures the payment by Developer of costs to construct the on and off-site improvements. If the Improvements have not been approved by the Village Engineer, and/or paid in full, then the Village is hereby granted authority to draw the then remaining balance of this Irrevocable Letter of Credit for the purpose of paying, or holding for payment the cost to complete the Improvements, the unpaid cost of completed portions of the improvements and/or to itself complete the Improvements.

This Irrevocable Letter of Credit shall remain in effect for the period of two (2) years from the date hereof, without regard to any default in payment of money owed to us by the Applicant / Developer and without regard to other claims which we may have against the Applicant/Developer.

We hereby engage with Beneficiary, Village of Glen Ellyn, that we shall honor all drafts drawn on _(Name of Bank)_, at sight, under Irrevocable Standby Letter of Credit No. _____, signed by the Village Manager, or his designee, of the Village of Glen Ellyn, bearing the clause "Drawn under _(Name of Bank)_ Irrevocable Letter of Credit No. _____ effective _(Date)_" accompanied by the following documents:

1. This original Irrevocable Letter of Credit and all amendment(s) thereto (if any).
2. A statement signed by the Village Manager, Village of Glen Ellyn, reading as follows: "(Name of Applicant) has failed to comply with any one or more of the following as such relates to the (Name of Project)":
 1. Ordinance _____ approved by the Village of Glen Ellyn approving (Name of Project) and any terms, plans, or conditions referenced therein; and/or
 2. Any other applicable Agreement entered into by and between the Village of Glen Ellyn and (Name of Applicant / Developer); and/or
 3. The Village of Glen Ellyn Subdivision Regulations, Zoning Ordinance, Engineering Regulations, or any other Codes and Ordinances of the Village.
 4. Without regard to specific ordinance requirements, the Improvements have not been satisfactorily completed or carried out in accordance with the schedule approved by the Village, or if no schedule is approved, or even if none is set out, in accordance with a pace necessary to provide needed improvements for the installation of the development undertaken to service completed structures or to serve occupants.
 5. No new Letter of Credit or an amendment of the Letter of Credit, containing equivalent terms, has been submitted within sixty (60) days of any event which causes the expiration of this Letter of Credit.

The funds claimed under this Irrevocable Letter of Credit are for the payment of the cost of construction of improvements according to the engineering plans prepared by (Name of Engineering Firm) and dated (Date of Plans), together with any amendments thereto approved by the Village and/or reimbursement to the Village of expenses or other costs."

The amount of this Irrevocable Letter of Credit may be reduced from time to time upon receipt of the Beneficiary's request purportedly signed by the Village Manager or his designee, stating the reduction amount and listing the improvements installed and completed. Reductions are not to occur more than once a month.

Upon receipt of written notice from the Applicant's / Developer's Engineer that all of the Improvements have been completed, accompanied by a written certificate of the Village of Glen Ellyn, Illinois, stating that the Ordinances of the Village of Glen Ellyn and any Plans and Specifications and Agreements have been complied with, the balance then outstanding under this Irrevocable Letter of Credit shall be fully and completely reduced and released, provided, however, that ten percent (10%) of the face amount shall remain in effect for a period of one (1) year following said notice of completion to secure the Applicant's / Developer's guarantee of the Improvements, which ten percent (10%) amount may be drawn upon by the Village in the manner recited above. In the event Applicant / Developer, or Developer's contractors, deposit substitute security with the Village of Glen Ellyn to secure all or a portion of said one (1) year guarantee, and provided the Village accepts such substitute security, the remaining balance of this Irrevocable shall be reduced by the amount of such substitute security as designated by the Village. Any amount remaining hereunder at the end of said one (1) year guarantee period for which the Village of Glen Ellyn has not drawn upon in the manner recited above, shall be released and this Irrevocable Letter of Credit thereby terminated. In the event that portions of the public improvements are completed and accepted by the Village of Glen Ellyn at different times resulting in differing one (1) year guarantee periods, this Irrevocable Letter of Credit

shall be reduced on a pro-rata basis in accordance with the improvements accepted pursuant to the terms herein provided.

It is a condition of this Irrevocable Letter of Credit that it shall be automatically extended, without amendment, for additional periods of one year from the present and each future expiration date, unless we notify you in writing via Certified Mail, Return Receipt Requested, at least sixty (60) days prior to any given expiry date that we have elected not to renew this Irrevocable Letter of Credit for such additional period of time. If we fail to notify you by Certified Mail, Return Receipt Requested, this Irrevocable Letter of Credit shall automatically be extended for an additional period of one year. We will honor such additional one-year extensions as may be requested by the Village, until the project is completed in accordance with the applicable Ordinances, Codes, and Approved Plans.

Except as otherwise expressly stated herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) International Chamber of Commerce, Publication 500.

Very truly yours,

Authorized Signature & Name of Bank



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

Meeting: 02/29/16 07:00 PM
Department: Police
Department Head: Phil Norton
Category: Discussion Item
Prepared By: Robert Acton

SCHEDULED

AGENDA ITEM (ID # 2124)

DOC ID: 2124 A

Police Chief Phil Norton will provide an update on the Police Facility.

Background

Beginning in 2007, the Police Department began efforts to explore expansion or construction of a new police facility. In November, 2011, a contract was signed with the architectural firm of Dewberry to provide a space needs assessment. In 2012, the results of their study showed current police space at approximately 11,000 square feet. Further, they recommended a police facility for Glen Ellyn of approximately 44,000 square feet. Recognizing the cost to build such a facility would be overly burdensome to the community, we began to reduce the recommended scope and were able to pare down to approximately 37,000 square feet. The Village Board selected Panfish Park as the preferred site, because of several favorable conditions:

- ☐ Village owned property near the center of our boundaries and near the commercial core of the community.
- ☐ The Village had discussed plans to purchase additional properties to improve the park.
- ☐ An additional Village facility south of Roosevelt Road would further tie the north and south neighborhoods together.
- ☐ The location is more central to our higher volume of police related service delivery.
- ☐ The site provided some excellent opportunities for enhanced safety at an underused park facility and a natural tie-in to the Fire Company, creating somewhat of a "public safety campus".
- ☐ The location provided quality access in and out of the site via Park Ave. with a potential secondary option onto Taft in the future.

The team of Leopardo/Dewberry was selected and signed a contract for the design and build of a new Glen Ellyn Police facility. Again, great effort was put into reducing the overall square footage to meet anticipated budget demands. Multiple permutations of the plans have been rejected or reduced in scope. A final approximate square footage of 29,300, was arrived at to meet minimum programming needs and reduce costs as much as possible. In addition, the Village Board took action to formalize a budget for this project and included capital and drug forfeiture funds to establish a revised budget of \$13,510,000. The scope of the project was more clearly defined and the design-build team, along with Village staff, has since worked to refine the programming and design attributes in order to meet the approved budget.

On February 24 and 25, the Architecture Review Board and Plan Commission will be meeting to discuss the preliminary design plans for this project. The Design Team and staff will be sharing any feedback from the commissions and providing an opportunity for the Village Board to comment on the site plan and exterior plans at a Special Village Board Workshop on February 29.

Subject

Since the revised budget was approved by Resolution by the Village Board last year, the committee has focused our analysis on building materials, facility equipment, and mechanical systems as the primary categories for budget reduction. A lengthy list of eliminations and reductions to the schematic design emerged from this process. While seeking to avoid any further impact to our operational objectives, the team selected a series of other “cuts” and the working committee has met this budget objective. However, bad soils continues to be a challenge and the committee is prepared to request an additional contingency, for bad soils only, be established to ensure we can meet bidding targets and keep this project on track.

Exterior Appearance

Dewberry will provide a brief summary of the site plan and current design of the facility. In addition, feedback from the Plan Commission and ARC will be shared as well. Every effort has been made to design and cost-out as minimal a facility as practical, while maintaining viability for the future. Therefore, additional design elements, while desirable, may not be possible without eliminating another program or feature from the project. That being said, we welcome feedback and are willing to adjust the project as necessary.

During this process, every effort is being explored to add value to the proposed budget to build a viable police facility for the community for the next 50-75 years. In addition, due to the unique site location adjacent to a park, the Village Board has indicated that the project should enhance some basic park amenities that could be incorporated into the overall design. Therefore, staff has identified additional revenues and ways to control costs to further support the necessary project scope, including:

Project Cuts

The Department has tracked the eliminations and reductions of project amenities, features and organizational objectives since the initial scope. This list includes 18 items of various size and impact to the facility exterior and 35 similarly described items within the facility interior. See attached list of cuts that may or may not be added back into the budget, if contingency funds are available.

The two major variables to the project budget continue to be bad soils and ComEd relocation as staff continues to manage these aspects of the project.

- ☐ As you know, the team is still seeking relief from the unforeseen soil conditions at the facility site. The project will incur a \$224,000 expense to remediate unusable soil and to replace it with stable, clean fill. The original project budget had included a \$100,000 contingency for bad soil conditions, but after further testing and analysis, engineers have determined the

actual costs to neutralize these conditions will exceed double the contingency amount. While the aforementioned adjusted project budget includes the added soil remediation costs, the team is hoping this unforeseen expense may be relieved by Village Board action. Any relief offered would be used to reinsert components of the project that are far more important and relevant to the design and function of a police facility.

- ☐ Negotiations between the Village and Commonwealth Edison (Com Ed) continue to determine the cost of installing new electrical service for the new police department. The Village is seeking to have the service provided in a manner consistent with the franchise agreement between the Village and ComEd. It is anticipated the installation costs could range from \$40,000 to \$95,000, which is not included in the construction budget. Village Attorney Greg Mathews and Professional Engineer Bob Minix are working together with representatives from ComEd to determine a solution.

Recommendation

This item is for discussion only as we seek feedback on the design and update of the project.

Upcoming Events

Here is a short list of forthcoming project events.

- ☐ Wednesday, February 24, 2016 Architectural Review Commission (ATTACHMENT 1)
- ☐ Thursday, February 25, 2016 Plan Commission (ATTACHMENT 2)
- ☐ Monday, February 29, 2016 Village Board Meeting

ATTACHMENTS:

- ARC Pre-ap Staff Report 021816 v2 (DOC)
- PC Pre-ap Staff Report 021816 v2 (DOC)
- Memo Re Eliminated Programming (PDF)

STAFF REPORT

TO: Glen Ellyn Architectural Review Commission

FROM: Michele Stegall, Village Planner

DATE: February 19, 2016

FOR: February 24, 2016 Architectural Review Commission Meeting

SUBJECT: Police Station
65 S. Park Boulevard

PETITIONER: The petitioner is the Village of Glen Ellyn Police Department represented by Leopardo Companies and Dewberry Architects.

REQUEST: Pre-application meeting regarding the proposed construction of a new approximately 29,000 square foot, 2-story Police Station on property to be known as 65 S. Park Boulevard.

**LOCATION/
ZONING:**

The property includes the western portion of Panfish Park as well as 5 Village owned R2 lots located along Park Boulevard. The site also includes the southern un-vacated half of the unimproved Pershing Avenue right-of-way located on the northern edge of the property and the Wilson Avenue right-of-way on the southern end of the site. The western and southern portions of the site are zoned R2 Residential district and the eastern portion of the site is zoned CR Conservation Recreation district (see attached map). As part of the project that portion of the property zoned CR would be rezoned to the R2 district. The surrounding zoning and land uses are as follows:

<u>Surrounding Land Uses</u>	<u>Zoning</u>
North: Commercial	C4
South: Single-Family	R2
East: Single-Family	R2
West: Panfish Park	CR

**REVIEW
PROCESS:**

In order to proceed with the project, the Police Department will need to receive approval of the following:

1. A Zoning Map Amendment;
2. A Special Use Permit;
3. Zoning Variations;
4. A Minor Subdivision;
5. A Subdivision Variation;
6. The Exterior Appearance; and
7. Right-of-Way Vacations.

The Exterior Appearance would be reviewed by the Architectural Review Commission and the Zoning Map Amendment, Special Use Permit, Zoning Variations, Subdivision Variation and Minor Subdivision would be reviewed by the Plan Commission. Both Commissions would make recommendations to the Village Board on the requests. The right-of-way vacations would be considered by the Village Board only.

The Police Department is scheduled to appear before the Plan Commission for a pre-application meeting on Thursday, February 25, 2016. A community meeting is also scheduled for 9:00 am, Saturday, February 20, 2016 at Glen Crest Middle School. The Village Board is then scheduled to discuss the project at a workshop meeting on Monday, February 29, 2016.

HISTORY:

Dewberry Architects completed a space needs analysis for the Village in 2012 which identified deficiencies in many areas, including the Police Department and that provided on-site and off-site alternatives for improvements. In 2013, the Village again contracted with Dewberry to evaluate various options for the construction of a new off-site Police Department. The current project is an outcome of this study. The Village Board has issued bonds for the project and the Police Department hopes to file a formal application this spring with construction commencing in early summer.

**PROJECT
SUMMARY:**

The project includes the construction of a new approximately 29,000 square-foot, 2-story Police Station with a total of 110 parking spaces, 41 of which would be shared public spaces serving the Police Station and Panfish Park. Among other things, the project would provide for a more secure sally port, additional evidence storage space and a roughly 50-seat community room. An added benefit of the project would be the creation of improved access and visibility to Panfish Park. More information about the project is below.

1. Building Design and Materials. The design of the building has been inspired by a nature theme intended to compliment the adjacent park setting. Vertical fiber cement siding is planned for the second floor with a yet to be determined masonry-like cladding planned for the first floor west elevation facing Park Boulevard and the south building elevation near the main building entrance. A contrasting color of fiber cement siding is planned for the first floor facing Panfish Park and the north side building elevation. An earth-tone color scheme is currently contemplated as encouraged by the Appearance Review Guidelines with bronze colored trim accents being discussed in some select locations. The building would have a clearly differentiated roof scaled to the building as encouraged by Section 1.5 of the Appearance Review Guidelines. A solid wall is proposed to project out from the northeast corner of the building to provide screening in the bond-out area.

The final appearance of the building will largely depend on the selected materials. The project architect will bring samples of some of the building

materials currently being considered to the meeting. The final material selection will ultimately be made by the Village Board with the project budget likely contributing to the decision. Section 1.2 of the Appearance Review Guidelines states that *“Brick and stone with natural and earth tone colors are preferred wall materials for their durability and quality. Materials and finishes not recommended include: rustic-finished wood; aluminum siding, trim or panel systems; exposed aggregate concrete wall panels; EIFS, Dryvit; glass storefront wall systems which extend the ground; plastic trim elements and mirrored or reflective glass. Ease of maintenance should also be considered.”*

A large 2-story glass curtain wall is proposed on the south elevation leading into the public lobby and providing a readily identifiable entrance as encouraged by Section 1.6 of the Appearance Review Guidelines. Pattern glazed window systems would be used on the east and west elevations in the areas of the fitness room and rear staff entrance. A community room located on the south end of the building has been designed with the idea of capturing views to the Park. A glazed window system is called out in this area. Samples of the envisioned glazed and patterned glass systems will be presented at the meeting.

With elevations facing Park Boulevard and Panfish Park and the main entrance being on the south side of the building, the Station would have three main elevations readily visible to the public.

2. Landscaping. Native plant materials and a naturalized landscape scheme are proposed. A 2-foot tall berm with heavy vegetation is also planned in a 33-foot wide landscape strip to be located on the south end of the site that would provide screening between the Station and existing single-family home to the south.

A series of lilac bushes and grasses are planned along the west elevation facing Park Boulevard along with a rain garden that would be located in front of the fitness room bump out. Rows of stone would extend out vertically from the front of the building serving as both a landscape feature and a functional component of the stormwater plan. Serviceberry trees are planned north of the wall in the bond-out area to provide additional screening in this area. The Police Department is also hoping to reach an agreement with the property owner of the office building to the north to allow the installation of landscaping on their property in order to better screen this area and the sally port.

The bioswale in the rear of the property would be planted with native vegetation with long root systems to clean any runoff and would be designed to meet the Stormwater Ordinance requirements for water quality. A low maintenance no mow grass is also planned in this area.

3. Fencing. The plans currently show a fence west and north of the staff parking lot. A fence in this area could either provide visual separation between the Station and Panfish Park allowing the rear side of the building

and associated functions to be screened or allow direct views to the rear of the building from Panfish Park therefore visually opening up the facility to Park visitors and allowing the east elevation to act as a second front elevation. The Commission may therefore wish to inquire about the anticipated height and style of fencing.

4. Signage. The signage plans for the project are still in progress. However, two primary signs are currently being discussed including a potential wall sign on the masonry wall east of the south elevation's public entrance and a potential ground sign in front of the building facing Park Boulevard. A third sign for Panfish Park is also anticipated near the entrance to the public parking lot.
5. Lighting. The lighting plans continue to be in progress. Cut sheets of all proposed exterior light fixtures and poles will be included in the formal application. The selected fixtures are anticipated to be completely shielded on the top and sides as required by Code.
6. Rooftop Equipment. The rooftop mechanical equipment is currently planned to be screened by a cement board siding that would match the cement board used on the second floor of the building.

COMMISSION ACTION:

The Architectural Review Commission is being asked to conduct a pre-application conference for the project and provide comments to the Police Department that will assist them in preparing a formal application. The Commission's review should concentrate on the concept for development of the site. The specific details of the plan will be reviewed after a complete application has been submitted.

In reviewing the project, the Commission may wish to:

1. Provide feedback on the overall building design and materials.
2. Focus on the view of the building from Park Boulevard, the public parking lot and Panfish Park.
3. Encourage the use of compatible materials and colors for the windows systems, coping, fascia, overhead doors, light fixtures and other similar features as encouraged by Section 1.82 of the Appearance Review Guidelines.
4. Inquire about what kind of glazing is envisioned for the community room windows and how this may impact the view out to the park.
5. Inquire about the anticipated height and style of fence to be used.
6. Clarify any concerns.

ATTACHMENTS:

- Aerial Photo
- Aerial Photo with Zoning
- Petitioner's Application Packet

cc: Staci Hulseberg, Planning and Development Director
Phil Norton, Police Chief
Robert Action, Deputy Police Chief
Nicole McElroy, Leopardo
Brian Meade, Dewberry

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STAFF REPORT

TO: Glen Ellyn Plan Commission

FROM: Michele Stegall, Village Planner

DATE: February 19, 2016

FOR: February 25, 2016 Plan Commission Meeting

SUBJECT: Police Station
65 S. Park Boulevard

PETITIONER: The petitioner is the Village of Glen Ellyn Police Department represented by Leopardo Companies and Dewberry Architects.

REQUEST: Pre-application meeting regarding the proposed construction of a new approximately 29,000 square foot, 2-story Police Station on property to be known as 65 S. Park Boulevard.

ZONING: The western and southern portions of the site are zoned R2 Residential district and the eastern portion of the site is zoned CR Conservation Recreation district (see attached map). As part of the project that portion of the property zoned CR would be rezoned to the R2 district. The surrounding zoning and land uses are as follows:

<u>Surrounding Land Uses</u>	<u>Zoning</u>
North: Commercial	C4
South: Single-Family	R2
East: Single-Family	R2
West: Panfish Park	CR

EXISTING CONDITIONS: The property includes the western portion of Panfish Park as well as 5 Village owned R2 lots located along Park Boulevard. The site also includes the southern un-vacated half of the unimproved Pershing Avenue right-of-way located on the north edge of the site and the Wilson Avenue right-of-way on the southern end of the site. A large portion of the property currently zoned CR is located within the 100-year floodplain (see attached maps). A small wetland is located at the southeast corner of the site.

REVIEW PROCESS: In order to proceed with the project, the Police Department will need to receive approval of the following:

1. A Zoning Map Amendment;
2. A Special Use Permit;

3. Zoning Variations;
4. A Minor Subdivision;
5. A Subdivision Variation;
6. The Exterior Appearance; and
7. Right-of-Way Vacations.

The Zoning Map Amendment, Special Use Permit, Zoning Variations, Subdivision Variation and Minor Subdivision would be reviewed by the Plan Commission. The proposed Exterior Appearance would be reviewed by the Architectural Review Commission. Both Commissions would make recommendations to the Village Board on the requests. The right-of-way vacations would be considered by the Village Board only.

The Police Department is scheduled to appear before the Architectural Review Commission for a pre-application meeting on Wednesday, February 24, 2016. A community meeting is also scheduled for 9:00 am, Saturday, February 20, 2016 at Glen Crest Middle School. The Village Board is then scheduled to discuss the project at a workshop meeting on Monday, February 29, 2016.

HISTORY:

Dewberry Architects completed a space needs analysis for the Village in 2012 which identified deficiencies in many areas, including the Police Department and that provided on-site and off-site alternatives for improvement. In 2013, the Village contracted with Dewberry to expand the study and evaluate options for the construction of an off-site Police Station. The current project is an outcome of this study. The Village Board has issued bonds for the project and the Police Department hopes to file a formal application this spring with construction commencing in early summer.

PROJECT SUMMARY:

The project includes the construction of a new approximately 29,000 square-foot, 2-story Police Station with a total of 110 parking spaces. Among other things, the project would provide for a more secure sally port, additional evidence storage space and a roughly 50-seat community room. An added benefit of the project would be the creation of improved access and visibility to Panfish Park. More information about the project is below.

1. Zoning. The site is currently divided between the R2 and CR zoning districts as depicted on the attached map. A Police Station is defined in the Zoning Code as a “Public Use”, which is not permitted in the CR district. Therefore, as part of the project, it is proposed that the entire property be zoned R2 Residential district. Given site constraints with an existing floodplain on the property, the building and a bulk of the property improvements would continue to be located on that portion of the property currently zoned R2 with a portion of the parking lot and a bioswale being located on the western portion of the site currently zoned CR.
2. Use. A Public Use which is defined as “*Administrative and cultural*

buildings, uses and structures, including buildings, lots and facilities owned, used and operated by any governmental agency” is a Special Use in the R2 district. Therefore, to proceed with the project, the Police Department will need to receive approval of a Special Use Permit.

3. Subdivision. The property that the Police Station would be located on is currently made up of a number of different lots and two rights-of-way. Panfish Park and the adjacent Fire Station are likewise made up of numerous lots. As part of the project, the Village therefore plans to re-plat the area so that the Police Station would be located on one lot, the Fire Station would be located on one lot and Panfish Park would be located on one lot. The replatting of the property will require approval of a minor subdivision. At this time, the proposed location of the rear lot line of the Police Station lot is still being evaluated.
4. Building Setbacks. The required and proposed building setbacks are as follows. Areas where variations are anticipated are shown in bold.

	Proposed	Required
Front Yard – Park Blvd.	30 feet	30 feet or setback of adjacent structure
Rear Yard	250+ feet	40 feet
Northern Side Yard	32.18 feet	42.3 feet (10% of lot width)
Southern Side Yard	100+ feet	42.3 feet (10% of lot width)

5. Impervious Surface Setbacks. The required and proposed impervious surface setbacks are as follows. The required impervious surface setback for the project is estimated to be 21.15 feet (5% of the lot width). Areas where variations are anticipated are shown in bold.

	Proposed	Required
Front Property Line	9 foot estimate	21.15 feet
*Rear Property Line	10 foot estimate	21.15 feet
North Property Line	6.75 feet	21.15 feet
South Property Line	33.4 feet	21.15 feet

6. Parking. A total of 110 parking spaces are proposed including 41 public spaces, 65 staff spaces and 4 spaces by a planned bond out area. A gate would separate the public spaces from the staff spaces. The public parking spaces would be 9 feet wide as required by Code and the staff parking spaces would be 9½ feet wide.

With a building area of 29,000 square feet, an estimated number of 116 parking spaces would be required for the project (one space for every 250 square feet). When the formal application is submitted, the areas taken up by stairs, elevators, mechanical rooms and washrooms will be removed from the square footage to determine the actual required number of spaces. At that time, it is anticipated that the project will be

at or close to the number of required parking spaces.

The Police Department currently has 20 designated spaces in the Civic Center parking lot for its fleet with a few additional spaces available in the sally port. The plans call for 66 dedicated staff parking spaces which would accommodate the Department's 24 fleet vehicles, the up to 35 employees that could be on site at one time during shift changes and provide a handful of additional spaces for vehicles from other police agencies and training events as needed.

The existing gravel parking lot for Panfish Park would be removed to make way for the project. The 41 public parking spaces proposed south of the proposed building are therefore planned to be shared between the public visitors to the Police Station and Panfish Park. The presence of a wetland at the southeast corner of the site creates challenges with expanding the public parking lot any further east. The existing gravel lot is not widely used but is estimated to be able to accommodate about 50 vehicles. The Zoning Code requires 1 parking space for every 4,000 square feet of park area with 175 spaces estimated to be required for Panfish Park. A parking variation for Panfish Park will therefore need to be approved as part of the project.

7. Access/Traffic. Two full access drives into the property are proposed. The southern access drive would be for use by the public and Police Department staff and would line up with Wilson Avenue across the street from the site. The northern access would be used by Police Department staff and provide access to the public bond-out area. To the extent possible, the northern access drive has been lined up with Pershing Avenue across the street from the site.

A traffic study for the project has been completed and found that Park Boulevard should be able to accommodate the additional traffic generated by the project without requiring any road improvements or needing to restrict turning movements in or out of either of the drives.

The plans also allow for a potential future connection to Taft Avenue if desired.

8. Stormwater. The required stormwater detention for the project would be located in the adjacent Panfish Park ponds.
9. Floodplain. A significant portion of the parking lot west of the building would be located in the area of an existing floodplain as shown on Sheet ARC-2A. This plan shows the boundaries of the existing floodplain as well as the anticipated new floodplain boundary from remapping efforts currently underway by the County and which the Village has been instructed to work off of as the best available information.

Where the parking lot and floodplain overlap, the floodplain would be

filled in to accommodate the parking lot and compensatory storage would be provided in the amount of 1½ times the area of floodplain that would be filled in. It is anticipated that a large majority of the compensatory storage would be accommodated through available volume in the existing Panfish Park pond and that a portion would also be located in the bioswale west of the parking lot which would also provide the required BMPs for the project. Where the bioswale would encroach on the existing Panfish Park path, the path would be relocated as appropriate.

The Police Department has been working closely with Stormwater Engineer Ray Ulreich and will continue to do so as the plans are more fully developed.

10. Landscaping. Native plant materials and a naturalized landscape scheme are proposed to complement the existing park environment. A 2-foot tall berm with heavy vegetation is also planned in the 33-foot strip on the south end of the site to provide screening between the station and the existing single-family home to the south.

As currently designed, the Police Department would need to receive approval of a landscape island variation for the row of parking immediately behind the building and in the bond-out area which do not have the required end islands. The plans are otherwise expected to comply with the landscape provisions in the Zoning Code including the number, type and size of required trees.

11. Lighting. The lighting plans continue to be in progress. Cut sheets of all proposed exterior light fixtures and poles will be included in the formal application along with a photometric plan. The selected fixtures are anticipated to be completely shielded on the top and sides as required by Code.
12. Overhead Utilities. Existing overhead utility lines run north to south through the center of the property. These lines would be removed as part of the project. A second set of lines run east to west in the area of the existing Panfish Park entrance. The east-west lines are proposed to be relocated immediately south of the public parking lot. A variation from the Subdivision Code will be needed to allow these lines to remain above ground.
13. Bike Path/Parking. The Village's draft bike plan recommends a bike path connection between Panfish Park and Park Boulevard. The Police Station plans have been designed to accommodate such a connection and allow a bicyclist to travel from the pathways in the park onto an 8-foot wide multi-use sidewalk that would lead past the entrance of the building and provide a connection to Park Boulevard. A number of bike racks are also planned to be installed in association with the project for users of both the Park and Police Station.

14. Variations. A review of the information submitted to date, found that the Police Department will need to receive approval of the following variations to proceed with the project as currently proposed.
- a. A Zoning Variation to allow a north side yard building setback of 32.18 feet in lieu of the 42.3 feet required.
 - b. Zoning Variations to allow impervious surface setbacks of roughly 6.75 feet, 9-feet and 10-feet along the north, west and east property lines in lieu of minimum setback of 21.15 feet required.
 - c. A Zoning Variation from the requirement to install landscaped islands at the end of every row of parking as noted above.
 - d. A potential Zoning Variation from the parking requirements for the proposed Police Station.
 - e. A Zoning Variation to grant a waiver from the parking requirements for Panfish Park and to allow the 41 public parking spaces for the Police Station to be shared with the Park.
 - f. A Subdivision Variation to allow the existing east-west overhead utility lines to be relocated and remain aboveground.

**COMMISSION
ACTION:**

The Plan Commission is being asked to conduct a pre-application conference for the project and provide comments to the Police Department that will assist them in preparing a formal application. The Plan Commission's review should concentrate on the concept for development of the site and the anticipated variation requests. The specific details of the plan will be reviewed after a complete application has been submitted.

In reviewing the project, the Commission may wish to comment/inquire about the following:

1. The anticipated Zoning Map Amendment and Special Use requests;
2. The anticipated Variation requests; and
3. Clarify any concerns

ATTACHMENTS:

- Aerial Photo
- Aerial depicting Existing Zoning
- Aerial depicting Floodplain
- Aerial depicting Property Ownership
- Traffic Study
- Petitioner's Application Packet

Plan Commission Meeting

February 25, 2016

Police Station – 65 S. Park Boulevard

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Pre-application Meeting

cc: Staci Hulseberg, Planning and Development Director
Phil Norton, Police Chief
Robert Action, Deputy Police Chief
Nicole McElroy, Leopardo
Brian Meade, Dewberry

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MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Phil Norton, Chief of Police
Bill Holmer, Assistant Chief of Police
Robert Acton, Deputy Chief of Police

DATE: February 22, 2016

RE: POLICE FACILITY - ELIMINATED PROGRAMMING



In 2012, a space needs analysis was commissioned by the Village in order to receive expert advice about the potential for a new police facility. The results initially showed the need for 44,300 square feet in police programming. We reduced that number to 37,000 sf prior to seeking a qualified design-build team. As of today, staff and the design team have reduced the facility space to approximately 29,300 sf.

This document serves two primary purposes: first, to communicate the changes made to the project; and second, to provide a framework for prioritizing items which we will endeavor to reinsert as supplementary funds become available. We have divided the reductions/eliminations into the exterior and interior tables below.

EXTERIOR

Reduced scope of building security (eliminated several cameras/card readers)	Eliminated perimeter security fence
Reduced sidewalk width between park & site	Eliminated access to/from Taft Ave., an important secondary egress
Modified site program to accommodate elevation limitations; eliminated recommended security setback	Eliminated solar shades over windows, reducing privacy and enhanced distribution of light inside building
Reduced the quality of exterior finishes	Eliminated purchase of flagpoles
Eliminated storage area for found bikes	Eliminated signage
Reduced the aesthetic quality of mechanical screening for roof-top units	Eliminated funds to underground electrical supply
Reduced the quality of installation of roofing material, from adhesion to mechanical process	Eliminated secondary preference of awning coverage for patrol vehicles, leaving them to the elements
Eliminated wall screening at generator	Eliminated landscape vendor installation
Reduced steel size for future green roof	Eliminated pavement melt system at four critical egress points
Reduced steel size to eliminate future green roof	Reduced number of roof drains for storm water system

INTERIOR

Throughout the course of the design process we have reduced the scope and/or size of the following: records division, the copy/print/supply storage room, administrative conference room, locker rooms, report writing room, roll call room, general storage spaces, jail/booking area, and evidence storage. The following interior items have been specifically eliminated or reduced in scope as noted.

• Eliminated electrical supply in personnel lockers	• Reduced public restrooms on second floor from 2 to 1.
• Eliminated cybercrime programming	• Eliminated painting in certain areas
• Eliminated canine care/housing	• Reduced scope of lobby stairway
• Reduced recommended number interview rooms	• Reduced flex (future growth) space in all divisions
• Eliminated victim/family private meeting area	• Eliminated reception area for investigations division
• Eliminated office for future social worker	• Postponed the purchase of lab equipment for evidence processing
• Replaced multiple solid surface counters with laminate	• Postponed tack and white boards
• Eliminated patrol meeting room	• Eliminated humidification system & simplified HVAC controls
• Eliminated firing range/weapons training annex	• Eliminated floor box outlets for data and electric
• Reduced the AV and specialized equipment for EOC	• Reduced purchase of new pistol lockers; will reuse current lockers
• Eliminated upgraded flooring surfaces	• Delete retractable wire mesh wall divider for use in vehicle processing bay
• Eliminated purchase of fitness equipment	• Reduced number of duty bag lockers
• Eliminated basement	• Reduced/eliminated the AV budget for the community room
• Reduced area for drying rain coats and outer wear	• Reduced planned improvements in quartermaster storage
• Eliminated some personnel lockers	• Eliminated wall emblems/logos
• Eliminated training space for defensive tactics, virtual scenarios, etc.	• Eliminated equipment storage for patrol personnel (Radars, PBT, etc.)
• Eliminated garage parking for patrol vehicles, investigations vehicles and other emergency use equipment	• Eliminated elevator for secure connection between investigations and detention
• Reduced ceiling design	• Reduce furniture purchase
• Eliminated Firing Range/weapons training annex	• Eliminated cabinets from Community Room kitchenette
• Eliminated Community Room and Roll Call window treatments	

POLICE FACILITY - ELIMINATED PROGRAMMING

February 22, 2016

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With an understanding of the limitations attributable to these cuts, staff will develop a list of specific items that should be returned to the programming, as funds become available from within the budget as the project progresses.

Please contact me if you have any questions.