

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

DEVELOPMENT COMMITTEE

**Monday, September 14, 2015
7:00 P.M. - Council Chambers**

AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. Approval of Minutes
 - A. August 10, 2015
3. Public Participation
4. Items for Consent
 - A. Community High School District 94 – 157 W. Washington Street, Façade Grant
 - B. H. Patel of Salud Dental – 334 S. Neltnor Boulevard, Unit G, Façade Grant
5. Items for Discussion
 - A. GT Trans, Inc. – 1201 W. Washington Street – Special Use
 - B. Jigged Ventures – Roosevelt Road & Kress Creek Drive - PUD Amendment
 - C. Iglesia de Dios Pentecostal M.I. Church – 113 Turner Court – Special Use
 - D. Bowling Green Sports Center – 243 W. Roosevelt Road - Appearance Code Appeal
6. Unfinished Business
7. New Business
8. Reports from Staff
9. Adjournment

MINUTES

DEVELOPMENT COMMITTEE

August 10, 2015, 7:00 P.M.

1. Call to Order, Roll Call, and Establishment of a Quorum.

Alderman Stout called the meeting to order at 7:00 p.m.

Roll call found Aldermen John Banas, James Beifuss, Melissa Birch, Laura Grodoski, Jayme Sheahan, John Smith and Becky Stout, present.

Also in attendance was Director of Community Development, John Said.

2. Approval of Minutes.

A. July 13, 2015

Alderman Beifuss made a motion to approve the minutes with changes, which was seconded by Alderman Grodoski. All remaining members agreed, with only Melissa Birch abstaining, and the motion carried.

3. Public Participation.

None.

4. Items for Consent.

A. Casa Rios Bridal Boutique – 204 Main Street, Façade Grant

B. F. Perez & Associates – 178 W. Washington Street, Façade Grant

Alderman Beifuss motioned first to approve the items for consent, which was seconded by Alderman Birch. All remaining members agreed and the motion carried.

5. Items for Discussion.

A. Bowling Green Sports Center – 243 W. Roosevelt Road, Appearance Code Appeal.

John Said reviewed the key elements of this item and stated that at the July 13th meeting, the applicant and City were asked to check with other sources independently in order to obtain more information on the possible stripping of the existing primer-filled coat that was already applied to the brick portion of the building. City staff contacted other sources to inquire about the paint-stripping process, while the applicant did not provide any information on this matter. City staff identified three possible options for the Committee to consider, which Mr. Said reviewed for the members.

Alderman Smith suggested that the discussion be continued in order to obtain the information requested from the applicant. Aldermen Banas, Birch and Beifuss agreed. Alderman Beifuss stated that more information is required if the members are to consider changing the ordinance regarding the Appearance Code. He also identified one instance in the City where painted brick was grandfathered in and then shared some information regarding another possible option for modifying brick color of staining. John Said remarked that staining might no longer be an option for the applicant and Alderman Beifuss suggested that staining be considered for any possible changes to the Appearance Code. Alderman Banas agreed that further research on this would be warranted.

Mr. Brandon Smith, a representative from Bowling Green, spoke next about his attempts to research the matter as requested by the Committee. He mentioned that he attempted to obtain quotes from two companies about stripping the primer and both were not interested in doing the work. Mr. Said stated that this information was not supplied to City staff. Mr. Smith asked for clarification from the members as to exactly what information the members were looking for him to provide.

Alderman Smith remarked that the applicant was asked to gather information that might bolster their position, but that without it, it would be difficult to proceed. Alderman Beifuss mentioned that the applicant had supplied information regarding the newly installed landscaping, which could be damaged if chemicals were used in paint stripping.

Mr. Scott Smith, General Manager of Bowling Green, asked the Committee to more precisely outline the information sought. John Said clarified that the applicant and City staff were asked to research sources independently so that the information could be reviewed prior to the next meeting. Mr. Smith replied that his online research shows there are numerous options and opinions regarding this process and they are willing to do what the Committee decides. Alderman Grodoski added that any additional information regarding their case would have been helpful. Alderman Beifuss stated his desire to know about the extent of the damage involved in stripping paint from brick vis-à-vis the

method employed to do so and the result. Alderman Banas agreed and asked to be informed about the odds of these techniques damaging the brick surface. Mr. Brandon Smith added that based on his 10 years of experience in the painting industry, there is a consensus among painters that stripping paints and stains never results in their complete removal and that it is very time consuming. He was also dubious that the removal would look good. Alderman Banas asked the applicant for something solid in writing and Alderman Birch also stressed the need for outside opinions in writing.

Alderman Stout stated that while the Committee wants to work with the applicant to solve this immediate problem, at the same time, the Committee needs to be able to justify any change to the Appearance Code with fact and not opinion. Alderman Banas added that evidence is further needed to convince City Council.

Alderman Banas made a motion to table the discussion to next month's meeting with the stipulation that the applicant provide information from outside sources, as originally requested in July, to discuss stripping the primer-filler coat.

B. Strategic Planning – Commercial and Industrial Properties

John Said explained that with the recently announced closings of local businesses General Mills, Hobby Lobby and Fox Valley Volkswagen, he was asked to draft a strategic plan of transition for the City and the community. He invited the Committee members to express their thoughts and opinions about this.

Alderman Banas asked about the responsibility to the newly unemployed and John Said commented that he had already been in touch with local manufacturers, many of whom expressed that currently, there is demand for experienced workers. Alderman Banas suggested there be a coordinated effort to provide information on the City website about employment opportunities and websites to job seekers.

A discussion began among the members about the General Mills facility and its time frame for closing, potential uses for other manufacturers or conversion to non-residential lofts or offices, value, and zoning. Alderman Banas offered that the City advertise their willingness to work with a buyer. John Said shared an example of a food-growing facility as a possibility. Alderman Banas suggested a multimedia brochure to advertise the communities' features and to attract new businesses and Alderman Grodoski submitted that the facility might be a good fit for some small-sized manufacturers.

Alderman Smith asked about the potential for noxious manufacturing in this area. John Said replied that industrial performance standards in the code protect against this and Alderman Beifuss stated that code enforcement might not be sufficient in all

circumstances. Alderman Banas suggested that the property be advertised for sale in trade magazines and that the benefits of investing in West Chicago should be highlighted. Alderman Stout asked for the Committee's thoughts on the locations of the other two businesses closing. John Said mentioned that he is already working closely with a real estate agent who has reached out to many different business sectors. Alderman Beifuss inquired about the TIF offerings for the Hobby Lobby location.

A discussion followed between John Said and Aldermen Stout and Banas about the City's current prohibition of used car sales as stand-alone businesses, the possibility of larger dealerships of used cars, such as CarMax, exclusive or exotic car repair and motorcycle dealerships. Alderman Stout said that marketing to dealerships of smaller vehicles may be a good idea.

Alderman Banas further stressed advertising both the City's willingness to consider development options and the many advantages to doing business here. Alderman Beifuss stated that while it's important to be flexible, it's also important to have controls in place to monitor manufacturing in the General Mills site. He also voiced his preference for maintaining new car sales due to their sales tax base and he further suggested the idea of dividing up larger retail spaces, such as the Hobby Lobby store, into smaller ones. Alderman Banas offered the idea of signage to better promote the segmentation into smaller businesses. John Said submitted that population density in that area adds a challenging factor for marketing it.

John Said expressed his appreciation to the Committee members for their comments and ideas.

6. Unfinished Business.

None.

7. New Business.

None.

8. Reports from Staff.

None.

9. Adjournment.

Alderman Banas made a motion, seconded by Alderman Smith, to adjourn the Development Committee meeting at 8:10 p.m. The Committee members unanimously agreed and the motion carried.

Respectfully submitted,

Jane Burke
Executive Secretary

CITY OF WEST CHICAGO

DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Downtown Façade Grant Program Agreement
157 W. Washington Street
Community High School District 94

Resolution No. 15-R-0048

AGENDA ITEM NUMBER: 4. A.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: Sept. 14, 2015

COUNCIL AGENDA DATE: _____

STAFF REVIEW: John D. Said

SIGNATURE JD Said

CITY ADMINISTRATOR REVIEW: Michael Guttman

SIGNATURE _____

ITEM SUMMARY:

Community High School District 94, has requested Façade Grant Program funding for the installation of a freestanding sign at their administrative office at 157 W. Washington Street. The building is currently owned by the City and leased to the School District. The proposed sign is an eligible improvement under the Program's guidelines.

The School District submitted three estimates for the sign construction and installation: 1) West Chicago Sign-A-Rama for \$1,806.00; 2) Elgin Sign-A-Rama for \$2,010.00; and 3) Fast Signs of Naperville for \$2,750.00. Based on the lowest quote by West Chicago Sign-A-Rama, the shared cost to be incurred by the City will not exceed \$903.00. A copy of the Agreement is attached as Exhibit A of the attached Resolution.

The funding for the Program comes from the downtown T.I.F. district. Per the guidelines established for the Program the City may contribute up to 50% of the cost of the improvements, based on the lowest quotes submitted, if sufficient funding is available for the Program. City staff acknowledges that there are sufficient funds available to reimburse up to \$903.00 to the School District for the successful completion of the sign per the Program's guidelines.

On August 25, 2015 the City's Historical Preservation Commission reviewed the proposed sign and approved the sign as presented.

ACTIONS PROPOSED:

Consideration of a Resolution authorizing the Mayor to execute a certain Downtown Façade Grant Program Agreement in the amount not to exceed \$903.00 for Community High School District 94 located at 157 W. Washington Street.

COMMITTEE RECOMMENDATION

RESOLUTION NO. 15-R-0048

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CERTAIN DOWNTOWN FAÇADE GRANT PROGRAM AGREEMENT -
COMMUNITY HIGH SCHOOL DISTRICT 94 – 157 W. WASHINGTON STREET**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a certain Downtown Façade Grant Program Agreement by and between Community High School District 94 and the City of West Chicago, a copy of which is attached hereto and incorporated herein as Exhibit “A”.

APPROVED this ____ day of _____, 2015.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

Exhibit A to Resolution 15-R-0048

DOWNTOWN REHABILITATION FACADE PROGRAM AGREEMENT

This DOWNTOWN REHABILITATION FACADE PROGRAM AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2015, by and between the City of West Chicago, DuPage County, Illinois, an Illinois municipal corporation (hereinafter referred to as the "CITY") and Community High School District 94, (hereinafter referred to as the "APPLICANT") (the CITY and the APPLICANT are hereinafter collectively referred to as the "PARTIES");

WITNESSETH:

WHEREAS, the APPLICANT is the tenant on certain real property located at 157 W. Washington Street, in West Chicago, (hereinafter referred to as the "SUBJECT REALTY") and legally described on Exhibit "A", which is attached hereto and incorporated herein; and,

WHEREAS, the SUBJECT REALTY is located within the CITY'S Downtown Redevelopment Project Area (hereinafter referred to as the "AREA"), duly established pursuant to the Tax Increment Allocation Redevelopment Act (hereinafter referred to as the "ACT"), 65 ILCS 5/11-74.4-1 et seq.; and,

WHEREAS, Chapter 4, Article V of the CITY'S Code of Ordinances establishes specific rules and regulations with respect to the alteration of historic structures in the AREA; and,

WHEREAS, Chapter 4 Article VI of the CITY'S Code of Ordinances establishes a facade program (hereinafter referred to as the "PROGRAM") whereby the CITY may make financial contributions toward the cost of certain exterior improvements with respect to commercial structures located within the AREA; and,

WHEREAS, the SUBJECT REALTY is improved with a commercial structure upon which the APPLICANT proposes to complete certain exterior improvements (hereinafter referred to as the "IMPROVEMENTS"), as detailed and depicted on the improvement plans and specifications (hereinafter referred to as the "PLANS"), which are attached hereto and incorporated herein as Exhibit "B"; and,

WHEREAS, the APPLICANT has applied, pursuant to the PROGRAM, for a financial contribution from the CITY toward the cost of the IMPROVEMENTS as detailed and depicted on the PLANS; and,

WHEREAS, the CITY has determined that it would further the achievement of the objectives of the AREA for the commercial structure located upon the SUBJECT REALTY to be improved as provided for on the PLANS and that said IMPROVEMENTS would qualify for financial contributions from the CITY pursuant to the PROGRAM; and,

WHEREAS, the CITY desires the IMPROVEMENTS be completed on the SUBJECT REALTY and agrees to financially contribute toward such IMPROVEMENTS based on the terms and conditions of this AGREEMENT and the PROGRAM; and,

WHEREAS, the APPLICANT desires to complete the IMPROVEMENTS in accordance with the terms and conditions of this AGREEMENT and the PROGRAM and desires to receive a financial contribution from the CITY for the completion of said IMPROVEMENTS.

NOW, THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, the PARTIES hereto agree as follows:

ARTICLE I
INCORPORATION OF RECITALS

The PARTIES hereby confirm and admit 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 as though they were fully set forth in this Article I and the same shall continue for so long as this AGREEMENT is of force and effect.

ARTICLE II
AUTHORITY

This AGREEMENT is made and entered into by the PARTIES pursuant to and in accordance with the provisions of the ACT.

ARTICLE III
IMPROVEMENTS TO THE SUBJECT REALTY

The APPLICANT shall complete the IMPROVEMENTS on the SUBJECT REALTY in accordance with the terms and conditions of this AGREEMENT and in full compliance with all applicable codes, ordinances, rules, regulations, permits and any conditions attached thereto, whether imposed by the CITY or any other unit of local government or any Federal, State or governmental agency having jurisdiction over the SUBJECT REALTY or any portion thereof, and shall complete the IMPROVEMENTS in a good and workmanlike manner.

The APPLICANT shall furnish, or cause to be furnished, at his own expense, all the necessary materials, labor and equipment to complete the IMPROVEMENTS in accordance with the PLANS. The IMPROVEMENTS shall be subject to inspection by, and approval of, the CITY.

The APPLICANT shall pay to the CITY all plan review, inspection and other fees, prior to the issuance of any required building permits for the IMPROVEMENTS on the SUBJECT REALTY, as required by the CITY'S Code of Ordinances.

The APPLICANT shall complete the IMPROVEMENTS within twelve (12) months of the issuance of the building permit by the CITY for such IMPROVEMENTS. If the APPLICANT fails to complete the IMPROVEMENTS within the established timeframe the CITY may rescind the financial contribution agreed upon herein in this AGREEMENT.

ARTICLE IV
REDEVELOPMENT OF THE SUBJECT REALTY

Upon the APPLICANT'S completion of the IMPROVEMENTS on the SUBJECT REALTY as provided hereinabove, the APPLICANT shall give notice of completion to the CITY, and shall provide the CITY with all receipts, sworn contractor statements and lien waivers (hereinafter referred to as the "DOCUMENTATION") showing that all persons who have done work, or have furnished materials with respect to the IMPROVEMENTS, and might be entitled to a lien therefore under any laws of the State of Illinois, have been paid in full for their work and are no longer entitled to such lien. The CITY shall inspect the IMPROVEMENTS as soon as practicable

after receipt of the DOCUMENTATION, and if the IMPROVEMENTS are found to be in full compliance with the terms of this AGREEMENT and all applicable codes, ordinances, rules, regulations, permits and conditions as provided hereinabove, the CITY shall issue a final inspection report approving the IMPROVEMENTS. The City Council, following the issuance of said final inspection report and receipt of all of the required DOCUMENTATION, shall authorize payment of the CITY'S financial contribution toward the IMPROVEMENTS pursuant to the PROGRAM in an amount equal to the lesser of nine hundred three dollars and zero cents (\$903.00), or one half of the amount actually paid by the APPLICANT for the IMPROVEMENTS, as indicated on the DOCUMENTATION submitted to the CITY, whichever is less.

ARTICLE V

TIME

Time is of the essence under this AGREEMENT and all time limits set forth herein shall be mandatory and shall not be waived except by a lawfully authorized and executed written waiver amendment to this AGREEMENT by the PARTIES excusing such timely performance.

ARTICLE VI

AMENDMENTS

This AGREEMENT sets forth all the promises, inducements, agreements, conditions and undertakings between the APPLICANT and the CITY relative to the IMPROVEMENTS identified herein this AGREEMENT , and there shall be no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than as herein set forth. No subsequent alteration, amendment, change or addition to this AGREEMENT shall be binding upon the PARTIES hereto unless authorized in accordance with the law and reduced in writing and signed by the PARTIES. However, whenever under the provisions of this AGREEMENT any notice or consent of the CITY or the APPLICANT is required, or the CITY or the APPLICANT is required to agree or to take some action at the request of the other, such approval or such consent of such request shall be given for the CITY, unless otherwise provided herein, by the Mayor or his designee and for the APPLICANT by the APPLICANT or any agent as the APPLICANT so authorizes.

ARTICLE VII

NOTICES

All notices and requests required pursuant to this AGREEMENT shall be sent by certified mail as follows:

To the APPLICANT: Community High School District 94
Superintendent Dr. Doug Domeracki
157 W. Washington Street
West Chicago, IL 60185

To the CITY: City of West Chicago
475 Main Street
West Chicago, Illinois 60185

or at such other addresses as either of the PARTIES may indicate in writing to the other either by personal delivery or by certified or registered mail, return receipt requested, with proof of delivery thereof.

ARTICLE VIII
GOVERNING LAWS

This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Illinois.

ARTICLE IX
COUNTERPARTS

This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals on the date first above written.

CITY OF WEST CHICAGO, an Illinois
Municipal Corporation,

By: _____
Mayor Ruben Pineda

ATTEST: _____
City Clerk Nancy M. Smith

By: _____
Superintendent Dr. Doug Domeracki

STATE OF ILLINOIS)
)
COUNTY OF DU PAGE) SS.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ruben Pineda, Mayor of the City of West Chicago, and Nancy M. Smith, City Clerk, personally known to me to be the same persons whose names are set forth on the foregoing instrument as such Mayor and City Clerk respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth; and the said City Clerk then and there acknowledged that she, as custodian of the corporate seal of said City, did affix the corporate seal of said City to said instrument, as her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2015.

Notary Public

STATE OF ILLINOIS)
)
COUNTY OF DU PAGE) SS.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dr. Doug Domeracki, personally known to me to be the same person whose name is set forth on the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2015.

Notary Public

EXHIBIT A

(Insert Legal Description here)

LEGAL DESCRIPTION

PARCEL 1: THE WESTERLY 10 FEET (AS MEASURED ON THE NORTHERLY AND SOUTHERLY LINES) OF LOT 2, AND ALL OF LOTS 3, 4, 5, 6, AND 7, TOGETHER WITH THE VACATED ALLEY LYING BETWEEN SAID LOTS 4 AND 5, ALL IN BLOCK 6 IN WINSLOW'S ADDITION TO THE TOWN OF JUNCTION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 18, 1857 AS DOCUMENT 11467, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT A POINT IN THE NORTH LINE OF SAID SECTION, 18.75 CHAINS WEST OF THE NORTHEAST CORNER OF SAID SECTION 9 AND RUNNING THENCE SOUTH 24.75 DEGREES EAST, 96 FEET TO THE EAST LINE OF THE ELGIN, JOLIET, AND EASTERN RAILROAD RIGHT OF WAY FOR A POINT OF BEGINNING; THENCE CONTINUING ON THE SAME COURSE, BEING 24.75 DEGREES EAST, TO THE NORTHEAST CORNER OF THE EDWIN B. MILLER LOT; THENCE WEST ALONG THE NORTH LINE OF SAID MILLER LOT AND SAID NORTH LINE EXTENDED WEST, 113.5 FEET TO THE EAST LINE OF THE ELGIN, JOLIET AND EASTERN RAILROAD RIGHT OF WAY; THENCE NORTH ALONG THE EAST LINE OF THE RIGHT OF WAY OF THE ELGIN, JOLIET, AND EASTERN RAILROAD TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: A PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING 13.89 CHAINS WEST OF THE NORTHEAST CORNER OF SAID SECTION 9 FOR A POINT OF BEGINNING; THENCE WEST ON SECTION LINE, 4.86 CHAINS; THENCE SOUTH 24 3/4 DEGREES EAST, 7.61 CHAINS TO THE NORTHERLY LINE OF BLOCK 6 (AT OR NEAR THE NORTHWEST CORNER OF LOT 9) OF WINSLOW'S ADDITION, AFORESAID; THENCE NORTH 64 1/2 DEGREES EAST, 5.90 CHAINS ALONG THE NORTHERLY LINE OF LOTS 1 THROUGH 9, BOTH INCLUSIVE, OF SAID BLOCK 6 TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTH 36 1/2 DEGREES WEST, 6.82 CHAINS TO THE POINT OF BEGINNING (EXCEPT THE NORTHWEST CORNER AS SHOWN BY DEED FROM JOEL WIAIT AND HIS WIFE, THE FIRST PARTY, TO THE ELGIN, JOLIET, AND EASTERN RAILROAD RECORDED SEPTEMBER 7, 1887 AS DOCUMENT 38044, DESCRIBED AS FOLLOWS: A PART OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND BEING PART OF 'PASTURE LOT' OF FIRST PARTY, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTHWEST LINE OF SAID 'PASTURE LOT', 96 FEET SOUTHEASTERLY FROM THE NORTHWEST CORNER OF SAID LOT, AND RUNNING THENCE NORTHERLY ON A LINE PARALLEL TO THE CURVED LINE (BEING THE CENTER LINE OF THE EAST TRACK OF ELGIN, JOLIET, AND EASTERN RAILWAY COMPANY'S RAILROAD, AS INDICATED BY STAKES) TO A POINT IN THE NORTH LINE OF SAID 'PASTURE LOT', 45 FEET EAST OF SAID NORTHWEST CORNER; THENCE WEST ON SAID NORTH LINE, 45 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE SOUTHEASTERLY ON SAID SOUTHWEST LINE, 96 FEET TO THE POINT OF BEGINNING), ALL IN DUPAGE COUNTY, ILLINOIS.

EXCEPTION A: EXCEPT THAT PART OF PARCEL 3 DESCRIBED AS FOLLOWS: A PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING 13.89 CHAINS WEST OF THE NORTHEAST CORNER OF SAID SECTION 9; THENCE WEST ON THE SECTION LINE A DISTANCE OF 4.86 CHAINS (MEASURES 4.93 CHAINS); THENCE SOUTH 24 3/4 DEGREES EAST (MEASURES

CONTINUED ON NEXT PAGE

SOUTH 24 DEGREES 43 MINUTES 28 SECONDS EAST), A DISTANCE OF 342.18 FEET TO A POINT OF BEGINNING, SAID POINT OF BEGINNING ALSO BEING THE NORTHEAST CORNER OF THE EDWIN B. MILLER LOT; THENCE CONTINUING SOUTH 24 3/4 DEGREES EAST (MEASURES SOUTH 24 DEGREES 43 MINUTES 28 SECONDS EAST) A DISTANCE OF 236.44 FEET TO THE NORTHWEST CORNER OF LOT 9 IN BLOCK 6 IN WINSLOW'S ADDITION TO THE TOWN OF JUNCTION; THENCE NORTH 64 1/2 DEGREES EAST (MEASURES NORTH 65 DEGREES 47 MINUTES 7 SECONDS EAST), A DISTANCE OF 78.87 FEET TO A POINT ON THE NORTHERLY LINE OF SAID BLOCK 6, WHICH IS 10 FEET WESTERLY OF THE NORTHWESTERLY CORNER OF LOT 7 IN SAID BLOCK 6; THENCE NORTH 22 DEGREES 13 MINUTES 7 SECONDS WEST PARALLEL WITH AND 10 FEET WESTERLY OF THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF LOT 7 IN SAID BLOCK 6, A DISTANCE OF 193.72 FEET; THENCE NORTH 88 DEGREES 11 MINUTES 38 SECONDS WEST, A DISTANCE OF 97.64 FEET, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

EXCEPTION B: ALSO EXCEPT THAT PART OF PARCEL 3 DESCRIBED AS FOLLOWS: A PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING 13.89 CHAINS WEST OF THE NORTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 36 1/2 DEGREES EAST (MEASURES SOUTH 36 DEGREES 39 MINUTES 5 SECONDS EAST) ALONG THE WESTERLY LINE OF LANDS FORMERLY OWNED BY THE CHICAGO AND NORTHWESTERN RAILROAD, A DISTANCE OF 368.66 FEET TO A POINT OF BEGINNING; THENCE SOUTH 65 DEGREES 47 MINUTES 7 SECONDS WEST ALONG A LINE WHICH IS 85 FEET NORTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF BLOCK 6 IN WINSLOW'S ADDITION TO THE TOWN OF JUNCTION, A DISTANCE OF 68.09 FEET; THENCE SOUTH 21 DEGREES 57 MINUTES 18 SECONDS EAST, ALONG A LINE WHICH IS 30 FEET EASTERLY OF AND PARALLEL WITH THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF LOT 2 IN SAID BLOCK, A DISTANCE OF 85.07 FEET TO THE NORTHERLY LINE OF SAID BLOCK 6; THENCE NORTH 65 DEGREES 47 MINUTES 7 SECONDS EAST ALONG THE NORTHERLY LINE OF BLOCK 6, A DISTANCE OF 90.19 FEET TO THE NORTHEASTERLY CORNER OF LOT 1 IN SAID BLOCK 6; THENCE NORTH 36 1/2 DEGREES WEST (MEASURES NORTH 36 DEGREES 39 MINUTES 5 SECONDS WEST), ALONG THE WESTERLY LINE OF LANDS FORMERLY OWNED BY THE CHICAGO NORTHWESTERN RAILROAD, A DISTANCE OF 87.04 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

EXCEPTION C: ALSO EXCEPT THAT PART OF PARCEL 3 DESCRIBED AS FOLLOWS: A PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING 13.89 CHAINS WEST OF THE NORTHEAST CORNER OF SAID SECTION 9 FOR A POINT OF BEGINNING; THENCE WEST ON SECTION LINE, 7.47 FEET; THENCE SOUTH 36 1/2 DEGREES EAST (MEASURES SOUTH 36 DEGREES 39 MINUTES 5 SECONDS EAST), PARALLEL WITH THE WESTERLY LINE OF LANDS FORMERLY OWNED BY THE CHICAGO AND NORTHWESTERN RAILROAD, A DISTANCE OF 371.80 FEET TO A POINT ON A LINE WHICH IS 85 FEET NORTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF BLOCK 6 IN WINSLOW'S ADDITION TO THE TOWN OF JUNCTION; THENCE NORTH 65 DEGREES 47 MINUTES 7 SECONDS EAST, PARALLEL WITH THE NORTHERLY LINE OF BLOCK 6 IN WINSLOW'S ADDITION TO THE TOWN OF JUNCTION, A DISTANCE OF 6.14 FEET TO THE WESTERLY LINE OF SAID FORMER RAILROAD LANDS; THENCE NORTH 36 1/2 DEGREES EAST (MEASURES SOUTH 36 DEGREES 39 MINUTES 5 SECONDS EAST), ALONG THE WESTERLY LINE OF SAID FORMER RAILROAD LANDS, A DISTANCE OF 368.66 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4: PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP

and
39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: BEGINNING ON THE SOUTH LINE OF SAID SECTION AT THE POINT OF INTERSECTION OF THE WESTERLY LINE OF LANDS OF THE CHICAGO AND NORTHWESTERN RAILROAD (FORMERLY GALENA AND CHICAGO UNION RAILROAD); THENCE WEST ON SECTION LINE, 104 3/8 FEET; THENCE NORTHWESTERLY PARALLEL WITH SAID RAILROAD, 104 AND 3/8 FEET; THENCE EAST PARALLEL WITH SECTION LINE, 104 AND 3/8 FEET TO THE WESTERLY LINE OF SAID RAILROAD LANDS; THENCE SOUTHWESTERLY ALONG RAILROAD LANDS 104 AND 3/8 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

ALSO KNOWN AS

LOT 1 IN WEST CHICAGO PARK DISTRICT ASSESSMENT PLAT, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 9, AND THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 4, 1984 AS DOCUMENT R84-97184, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 04-09-201-032

EXHIBIT B

(Insert PLANS here)

Please sign and fax to 630-293-7310 or email approval or changes to design@signarama-westchicago.com.

Spelling is your responsibility. Sizes are noted. Drawing is not to scale.

Colors will vary from electronic proof. If color is critical, a digital printout of part of your order will need to be printed and approved by you prior to completion of order. This will require an extra cost of \$25.

PLEASE MARK ONE:
☐ approved as is

☐ Change noted, please send new proof: (up to 3 proofs provided at no charge)

☐ Color is critical. Please print out a color sample for approval at an additional cost of \$25.00.

Proof Created:

Current Date: 8/13/2015

Current Time: 3:50:55 PM

WIP #: 00

Sales Rep: 00



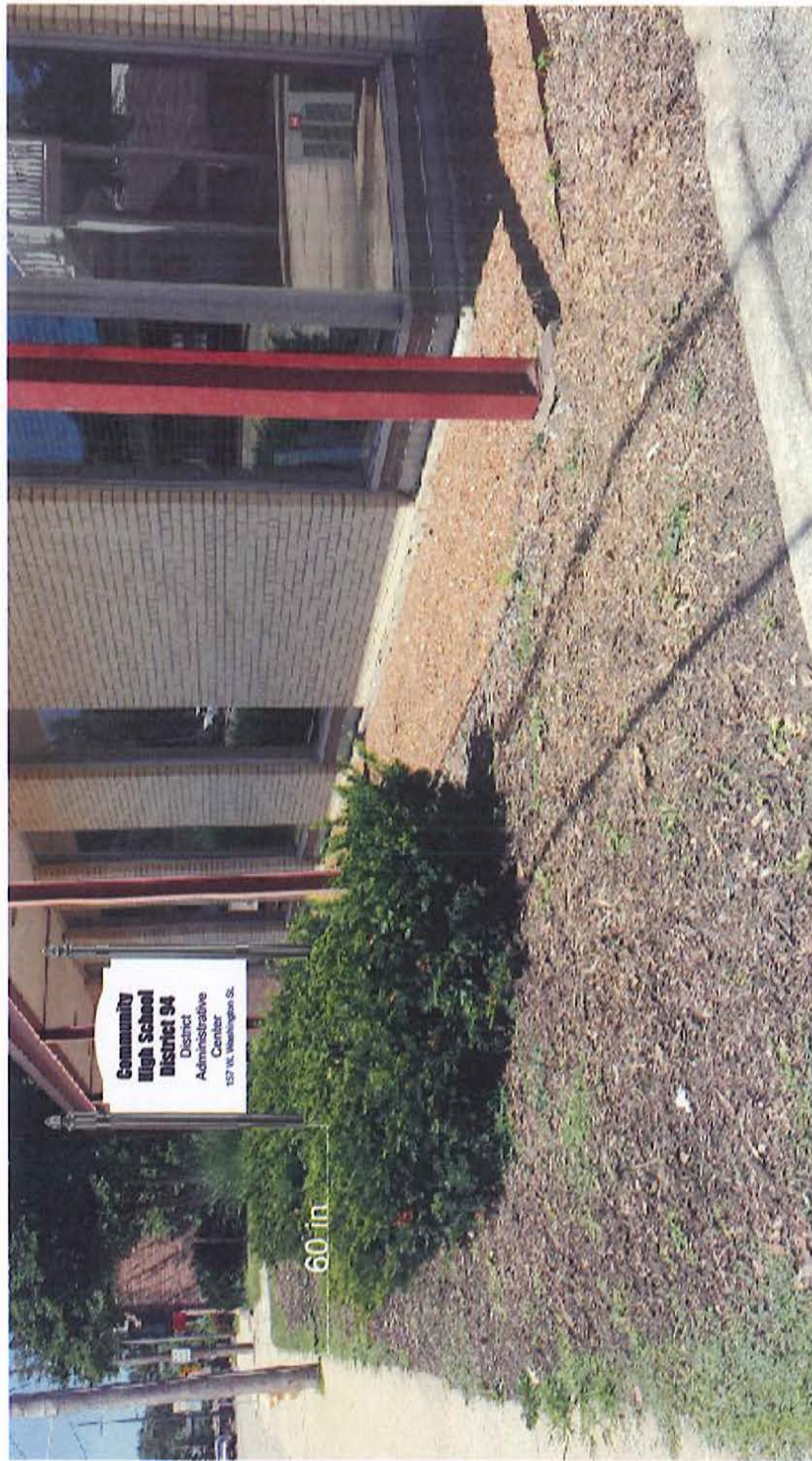
946 N. Neltmor, Unit 114, West Chicago, IL 60185
Phone: 630-293-7300 Fax: 630-293-7310
Website: www.signarama-westchicago.com
Email: design@signarama-westchicago.com

Signature:

Date:

8.20.15

qty: 1 post and panel sign white and navy blue
SUPERIMPOSE
SIDEWALK TO SIGN : 5FT



Please sign and fax to 630-293-7310 or email approval or changes to design@signarama-westchicago.com.

Spelling is your responsibility. Sizes are noted. Drawing is not to scale.

Colors will vary from electronic proof. If color is critical, a digital printout of part of your order will need to be printed and approved by you prior to completion of order. This will require an extra cost of \$25.

PLEASE MARK ONE:
☐ approved as is

☐ Change noted, please send new proof: (up to 3 proofs provided at no charge)

☐ Color is critical. Please print out a color sample for approval at an additional cost of \$25.00.

Proof Created:

Current Date: 8/13/2015

Current Time: 11:54:32 AM

WIP #: 00

Sales Rep: 00



946 N. Neltmor, Unit 114, West Chicago, IL 60185

Phone: 630-293-7300 Fax: 630-293-7310

Website: www.signarama-westchicago.com

Email: design@signarama-westchicago.com

Signature:

Date:

8.20.15

qty: 1 post and panel sign white and navy blue
pms colors: CMYK C:100 M:75 Y:12 K:67

Community
33.33 in
16.66 in

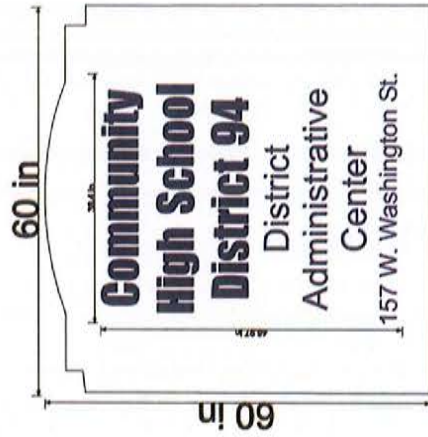
High School
35.16 in
17.58 in

District 94
30.84 in
15.42 in

District
16.26 in
8.13 in

Administrative
34.14 in
17.07 in

157 W. Washington St.
38.4 in
19.2 in



Sign*A*Rama West Chicago
 JRC Enterprises LLC
 946 N. Neltor Blvd # 114
 West Chicago IL 60185
 United States
 Phone: (630)293-7300
 Fax : (630)293-7310
 info@signarama-westchicago.com
 www.signarama-westchicago.com



Quote # 3584 - Post & Panel Sign (Metal Ornamental Post) Expiration Date 08/18/2015

Sold To	Contact	Shipping/Install
WEST CHICAGO HIGH SCHOOL 326 Joliet Street West Chicago, IL IL 60185 United States	Sue Owens Phone : 1(630) 876-6213 Email : sowens@d94.org Address : 326 Joliet Street West Chicago, IL IL 60185 United States	

Quote #	Quote Date	Sales Rep	Payment Terms	PO	PO Date
3584	08/03/2015		100%		

Items

#	Item	Qty	Unit Price	Total	Tax
1	Custom Monument Signs	1	\$1,294.00	\$1,294.00	\$0.00
2	Intermediate Vinyl Print w/ Lamination W:5 ft. X H:5 ft. , Single Sided: Intermediate Vinyl w/ Full Color Graphic Print & UV Protective Lamination	2	\$121.00	\$242.00	\$0.00
3	INSTALL LABOR Single Sided: Installation Labor	3	\$90.00	\$270.00	\$0.00

Total

Sub Total	Total Tax (Tax Percentage)	Final Price
\$1,806.00	\$0.00(0.0%)	\$1,806.00

Downpayment (50.0 %) \$903.00

Terms And Conditions

Invoices & Cancellation of Orders: Sign-A-Rama (Vendor) prepares your order according to your specifications. Therefore, prior to its commencement, your order is only cancelable with the Vendor's prior written consent. After commencement of your order (the point at which materials are assembled and work has begun), your order is non-cancelable. The Customer is Solely Responsible for Proofreading. Vendor does not assume any responsibility for the correctness of copy. Therefore, you must review and sign a proof prior to our commencement of your order. By signing your proof, you approve of its content and release the Vendor to commence our work. You are solely responsible for the content of the proof once it has been signed. However, if we should make an error in producing the work as proofed, please be assured that we will redo the work as quickly as possible and without charge to you. Vendor's Liability Vendor's total liability is hereby expressly limited to the services indicated on the invoice and Vendor will not be liable for any subsequent damages, consequential damages, or otherwise. All dates promised on this invoice are approximations unless the word "firm" is written and acknowledged by the Vendor.

Terms of Payment: Upon ordering, you must give Vendor a 50% deposit. Your balance will be due upon delivery and/or installation. Vendor may, at its sole discretion, extend credit terms to you upon approval. Collection Procedures: Invoices are considered delinquent thirty (30) days from the date that your order is completed. After the thirtieth day, a late charge of \$25.00, together with interest accruing at the rate of 1.5% per annum, or the maximum rate allowable by law is assessed. You shall be liable for all costs related to collection of delinquent invoices, including court costs and attorney's fees. Customer's Acceptance of Work: Customer's acceptance, either personal or through his/her agent(s) and/or employee(s) of the work ordered shall be deemed as full acceptance. This means that by accepting delivery of the work, customer affirms that the work substantially conforms to all expectations. Lost or Substantially Forgotten Work: If customer does not take possession of completed work within thirty (30) days from notification of completion, then the work will be considered lost or forgotten, and vendor will not be responsible for further loss. Customer will be billed and responsible for payment for work that has been completed.

for **WEST CHICAGO HIGH SCHOOL**

Net Due :	\$1,806.00	Signature		Date	
------------------	-------------------	------------------	--	-------------	--

We agree to your terms and conditions. Please proceed with the order.

CITY OF WEST CHICAGO

DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Downtown Façade Grant Program Agreement
334 S. Neltor Boulevard, Unit G
Hiren Patel of Salud Dental

Resolution No. 15-R-0049

AGENDA ITEM NUMBER: 4. B.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: Sept. 14, 2015

COUNCIL AGENDA DATE: _____

STAFF REVIEW: John D. Said

SIGNATURE 

CITY ADMINISTRATOR REVIEW: Michael Guttman

SIGNATURE _____

ITEM SUMMARY:

Hiren Patel of Salud Dental, has requested Façade Grant Program funding for the installation of a wall sign on his tenant space located at 334 S. Neltor Boulevard, Unit G. The proposed wall sign is an eligible improvement under the Program's guidelines.

Mr. Patel submitted three estimates for the sign construction and installation: 1) West Chicago Sign-A-Rama for \$3,491.81; 2) Schaumburg Sign-A-Rama for \$3,924.00; and 3) Bloomingdale Sign-A-Rama for \$4,193.43. Based on the lowest quote by West Chicago Sign-A-Rama, the shared cost to be incurred by the City will not exceed \$1,745.90. A copy of the Agreement is attached as Exhibit A of the attached Resolution.

The funding for the Program comes from the downtown T.I.F. district. Per the guidelines established for the Program the City may contribute up to 50% of the cost of the improvements, based on the lowest quotes submitted, if sufficient funding is available for the Program. City staff acknowledges that there are sufficient funds available to reimburse up to \$1,745.90 to the Mr. Patel for the successful completion of the sign per the Program's guidelines.

This property is not located within the City's Turner Junction Historic District and therefore, the proposed sign is not subject the City's Historical Preservation Commission review and approval.

ACTIONS PROPOSED:

Consideration of a Resolution authorizing the Mayor to execute a certain Downtown Façade Grant Program Agreement in the amount not to exceed \$1,745.90 for Hiren Patel of Salud Dental located at 334 S. Neltor Boulevard, Unit G.

COMMITTEE RECOMMENDATION

RESOLUTION NO. 15-R-0049

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CERTAIN DOWNTOWN FAÇADE GRANT PROGRAM AGREEMENT -
HIREN PATEL OF SALUD DENTAL LLC- 334 S. NELTNOR BOULEVARD, UNIT G**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a certain Downtown Façade Grant Program Agreement by and between Hiren Patel of Salud Dental LLC and the City of West Chicago, a copy of which is attached hereto and incorporated herein as Exhibit "A".

APPROVED this ____ day of _____, 2015.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

Exhibit A to Resolution 15-R-0049

DOWNTOWN REHABILITATION FACADE PROGRAM AGREEMENT

This DOWNTOWN REHABILITATION FACADE PROGRAM AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2015, by and between the City of West Chicago, DuPage County, Illinois, an Illinois municipal corporation (hereinafter referred to as the "CITY") and Hiren Patel of Salud Dental LLC, (hereinafter referred to as the "APPLICANT") (the CITY and the APPLICANT are hereinafter collectively referred to as the "PARTIES");

WITNESSETH:

WHEREAS, the APPLICANT is the tenant on certain real property located at 334 S. Neltnor Boulevard, Unit G, in West Chicago, (hereinafter referred to as the "SUBJECT REALTY") and legally described on Exhibit "A", which is attached hereto and incorporated herein; and,

WHEREAS, the SUBJECT REALTY is located within the CITY'S Downtown Redevelopment Project Area (hereinafter referred to as the "AREA"), duly established pursuant to the Tax Increment Allocation Redevelopment Act (hereinafter referred to as the "ACT"), 65 ILCS 5/11-74.4-1 et seq.; and,

WHEREAS, Chapter 4, Article V of the CITY'S Code of Ordinances establishes specific rules and regulations with respect to the alteration of historic structures in the AREA; and,

WHEREAS, Chapter 4 Article VI of the CITY'S Code of Ordinances establishes a facade program (hereinafter referred to as the "PROGRAM") whereby the CITY may make financial contributions toward the cost of certain exterior improvements with respect to commercial structures located within the AREA; and,

WHEREAS, the SUBJECT REALTY is improved with a commercial structure upon which the APPLICANT proposes to complete certain exterior improvements (hereinafter referred to as the "IMPROVEMENTS"), as detailed and depicted on the improvement plans and specifications (hereinafter referred to as the "PLANS"), which are attached hereto and incorporated herein as Exhibit "B"; and,

WHEREAS, the APPLICANT has applied, pursuant to the PROGRAM, for a financial contribution from the CITY toward the cost of the IMPROVEMENTS as detailed and depicted on the PLANS; and,

WHEREAS, the CITY has determined that it would further the achievement of the objectives of the AREA for the commercial structure located upon the SUBJECT REALTY to be improved as provided for on the PLANS and that said IMPROVEMENTS would qualify for financial contributions from the CITY pursuant to the PROGRAM; and,

WHEREAS, the CITY desires the IMPROVEMENTS be completed on the SUBJECT REALTY and agrees to financially contribute toward such IMPROVEMENTS based on the terms and conditions of this AGREEMENT and the PROGRAM; and,

WHEREAS, the APPLICANT desires to complete the IMPROVEMENTS in accordance with the terms and conditions of this AGREEMENT and the PROGRAM and desires to receive a financial contribution from the CITY for the completion of said IMPROVEMENTS.

NOW, THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, the PARTIES hereto agree as follows:

ARTICLE I
INCORPORATION OF RECITALS

The PARTIES hereby confirm and admit 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 as though they were fully set forth in this Article I and the same shall continue for so long as this AGREEMENT is of force and effect.

ARTICLE II
AUTHORITY

This AGREEMENT is made and entered into by the PARTIES pursuant to and in accordance with the provisions of the ACT.

ARTICLE III
IMPROVEMENTS TO THE SUBJECT REALTY

The APPLICANT shall complete the IMPROVEMENTS on the SUBJECT REALTY in accordance with the terms and conditions of this AGREEMENT and in full compliance with all applicable codes, ordinances, rules, regulations, permits and any conditions attached thereto, whether imposed by the CITY or any other unit of local government or any Federal, State or governmental agency having jurisdiction over the SUBJECT REALTY or any portion thereof, and shall complete the IMPROVEMENTS in a good and workmanlike manner.

The APPLICANT shall furnish, or cause to be furnished, at his own expense, all the necessary materials, labor and equipment to complete the IMPROVEMENTS in accordance with the PLANS. The IMPROVEMENTS shall be subject to inspection by, and approval of, the CITY.

The APPLICANT shall pay to the CITY all plan review, inspection and other fees, prior to the issuance of any required building permits for the IMPROVEMENTS on the SUBJECT REALTY, as required by the CITY'S Code of Ordinances.

The APPLICANT shall complete the IMPROVEMENTS within twelve (12) months of the issuance of the building permit by the CITY for such IMPROVEMENTS. If the APPLICANT fails to complete the IMPROVEMENTS within the established timeframe the CITY may rescind the financial contribution agreed upon herein in this AGREEMENT.

ARTICLE IV
REDEVELOPMENT OF THE SUBJECT REALTY

Upon the APPLICANT'S completion of the IMPROVEMENTS on the SUBJECT REALTY as provided hereinabove, the APPLICANT shall give notice of completion to the CITY, and shall provide the CITY with all receipts, sworn contractor statements and lien waivers (hereinafter referred to as the "DOCUMENTATION") showing that all persons who have done work, or have furnished materials with respect to the IMPROVEMENTS, and might be entitled to a lien therefore under any laws of the State of Illinois, have been paid in full for their work and are no longer entitled to such lien. The CITY shall inspect the IMPROVEMENTS as soon as practicable

after receipt of the DOCUMENTATION, and if the IMPROVEMENTS are found to be in full compliance with the terms of this AGREEMENT and all applicable codes, ordinances, rules, regulations, permits and conditions as provided hereinabove, the CITY shall issue a final inspection report approving the IMPROVEMENTS. The City Council, following the issuance of said final inspection report and receipt of all of the required DOCUMENTATION, shall authorize payment of the CITY'S financial contribution toward the IMPROVEMENTS pursuant to the PROGRAM in an amount equal to the lesser of one thousand seven hundred forty-five dollars and ninety cents (\$1,745.90), or one half of the amount actually paid by the APPLICANT for the IMPROVEMENTS, as indicated on the DOCUMENTATION submitted to the CITY, whichever is less.

ARTICLE V TIME

Time is of the essence under this AGREEMENT and all time limits set forth herein shall be mandatory and shall not be waived except by a lawfully authorized and executed written waiver amendment to this AGREEMENT by the PARTIES excusing such timely performance.

ARTICLE VI AMENDMENTS

This AGREEMENT sets forth all the promises, inducements, agreements, conditions and undertakings between the APPLICANT and the CITY relative to the IMPROVEMENTS identified herein this AGREEMENT , and there shall be no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than as herein set forth. No subsequent alteration, amendment, change or addition to this AGREEMENT shall be binding upon the PARTIES hereto unless authorized in accordance with the law and reduced in writing and signed by the PARTIES. However, whenever under the provisions of this AGREEMENT any notice or consent of the CITY or the APPLICANT is required, or the CITY or the APPLICANT is required to agree or to take some action at the request of the other, such approval or such consent of such request shall be given for the CITY, unless otherwise provided herein, by the Mayor or his designee and for the APPLICANT by the APPLICANT or any agent as the APPLICANT so authorizes.

ARTICLE VII NOTICES

All notices and requests required pursuant to this AGREEMENT shall be sent by certified mail as follows:

To the APPLICANT: Salud Dental
 Hiren Patel
 334 S. Neltnor Boulevard, Unit G
 West Chicago, IL 60185

To the CITY: City of West Chicago
 475 Main Street
 West Chicago, Illinois 60185

or at such other addresses as either of the PARTIES may indicate in writing to the other either by personal delivery or by certified or registered mail, return receipt requested, with proof of delivery thereof.

ARTICLE VIII
GOVERNING LAWS

This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Illinois.

ARTICLE IX
COUNTERPARTS

This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals on the date first above written.

CITY OF WEST CHICAGO, an Illinois
Municipal Corporation,

By: _____
Mayor Ruben Pineda

ATTEST: _____
City Clerk Nancy M. Smith

By: _____
Hiren Patel

STATE OF ILLINOIS)
)
COUNTY OF DU PAGE) SS.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ruben Pineda, Mayor of the City of West Chicago, and Nancy M. Smith, City Clerk, personally known to me to be the same persons whose names are set forth on the foregoing instrument as such Mayor and City Clerk respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth; and the said City Clerk then and there acknowledged that she, as custodian of the corporate seal of said City, did affix the corporate seal of said City to said instrument, as her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2015.

Notary Public

STATE OF ILLINOIS)
)
COUNTY OF DU PAGE) SS.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Hiren Patel, personally known to me to be the same person whose name is set forth on the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2015.

Notary Public

EXHIBIT A

Lot A in the Main Street Development Neltnor Shopping Center, being a subdivision located in the Northwest Quarter of Section 10, Township 39 North, Range 9, East of the Third Principal Meridian according to the plat thereof recorded February 11, 1980 as Document No. R80-009196, in DuPage County, Illinois.

EXHIBIT B

(Insert PLANS here)

Sign-A-Rama West Chicago

JRC Enterprises LLC

946 N. Neltor Blvd # 114

West Chicago IL 60185

United States

Phone: (630)293-7300

Fax : (630)293-7310

info@signarama-westchicago.com

www.signarama-westchicago.com



Signarama
The way to grow your business.

Quote 3675 - Channel Letters w/ Box Sign

Expiration Date : 09/15/2015

Quote for	Contact	Shipping/Install
Salud Dental 334 Neltor Blvd Unit G West Chicago Illinois 60185 United States	Mukesh Pipaliya Mobile : (847) 452-2508 Email : mjpipaliya@hotmail.com Address : 334 Neltor Blvd Unit G West Chicago Illinois 60185 United States	

Quote #	Quote Date	Sales Rep	Payment Terms	PO	PO Date
3675	08/31/2015	John Catalano jc@signarama-westchicago.com	50/50		

Items

#	Item	Qty	Unit Price	Total	Tax
1	Channel Letters UL Approved Channel Letters. Using US LED's. Includes : 3.0 Hrs Installation Subcontracted - Installation Subcontracted	1	\$3,300.00	\$3,300.00	\$191.81

Total

Sub Total	Total Tax (Tax Percentage)	Final Price
\$3,300.00	\$191.81(7.75%)	\$3,491.81

Downpayment (50.0 %) \$1,745.91

Terms And Conditions

Invoices & Cancellation of Orders: Sign-A-Rama (Vendor) prepares your order according to your specifications. Therefore, prior to its commencement, your order is only cancelable with the Vendor's prior written consent. After commencement of your order (the point at which materials are assembled and work has begun), your order is non-cancelable. The Customer is Solely Responsible for Proofreading. Vendor does not assume any responsibility for the correctness of copy. Therefore, you must review and sign a proof prior to our commencement of your order. By signing your proof, you approve of its content and release the Vendor to commence our work. You are solely responsible for the content of the proof once it has been signed. However, if we should make an error in producing the work as proofed, please be assured that we will redo the work as quickly as possible and without charge to you. Vendor's Liability Vendor's total liability is hereby expressly limited to the services indicated on the invoice and Vendor will not be liable for any subsequent damages, consequential damages, or otherwise. All dates promised on this invoice are approximations unless the word "firm" is written and acknowledged by the Vendor.

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qty: 1 channel letter set



24 in

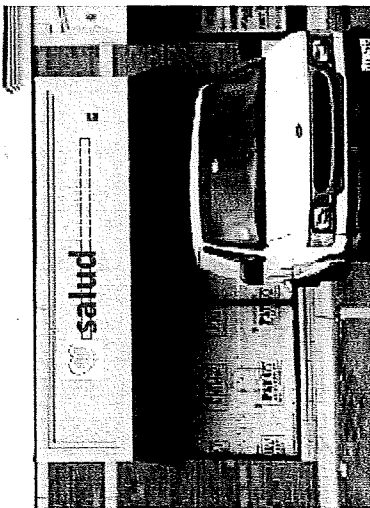
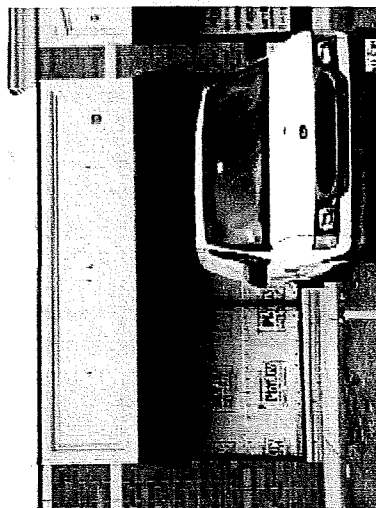
157.51 in

salud DENTAL

22' tenet space width

- 26 ft² signage proposed.

- 33 ft² signage allowed.



Job No.:	Date: 1/14/2015
Order Date:	Salesperson:
Sign Dimensions: 0.000in x 0.000in	Estimate: \$0.00
Customer:	
Company:	
Address:	
City:	State/ZIP:
Phone:	
Fax:	

Signarama
 The way to grow your business.
 946 N. Neilson, Suite 114
 West Chicago, IL 60185
 630-293-7300 Fax 630-293-7310

Qty. 1, Channel Letter
 On Raceway: _____
 Raceway color: _____
 Trim cap color: _____
 Return color: _____
 Return size: 5"
 Face color: _____

Electrical within 5'? _____
 Site modifications necessary? _____
 Remove existing? _____
 LED color: _____
 Access to rear of sign: _____
 Special Notes: (city requirements, etc.) _____

UL #e358236

CITY OF WEST CHICAGO

DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Special Use for a Cartage and Freight Terminal
1201 W. Washington Street
GT Trans, Inc.

Ord. No. 15-O-0032

AGENDA ITEM NUMBER: 5. A.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: Sept. 14, 2015

COUNCIL AGENDA DATE: _____

STAFF REVIEW: John D. Said, AICP

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael Guttman

SIGNATURE _____

ITEM SUMMARY:

George Hristov, President of GT Trans, Inc., is the new owner of the former concrete mixing plant located at 1201 W. Washington Street. Mr. Hristov is requesting a special use to operate a cartage and freight terminal. The subject property is approximately 5.5 acres in area and is located on the north side of W. Washington Street between Fenton Lane and Wegner Drive. The property is currently zoned M, Manufacturing district.

The applicant's business currently has 54 semi-tractors and over 120 semi-trailers. The business currently has approximately 67 total employees; 12 office staff, approximately 50 over the road drivers, 3 local drivers, and 2 mechanics. All employees will have access to the site 24 hours a day via access cards that will activate the automated gate into the yard and employee parking area. The applicant's business is an over the road trucking company with most of the trucks driving designated routes between the Chicagoland area and Texas, Arizona, and Florida. The 3 local drivers typically stay within a 100 mile radius of Chicago. The bulk of the freight that is transported is refrigerated goods with minimal dry freight.

The 1,300 square foot office building, located at the south end of the site, will be open 6:00 a.m. to 9:00 p.m. Monday through Friday. The 7,000 square foot existing fleet maintenance building, which is centrally located on the site, will be open 8:30 a.m. to 5:30 p.m. Monday through Friday with occasional Saturday morning hours as needed. The maintenance staff will not typically perform any big repairs because the fleet trucks are all currently less than 3 years old and still have their factory warranties that cover all major repair work. The mechanics will typically perform work that is not covered under the factory warranty, such as oil changes, tires rotations and replacement, brake replacement, and minor repairs like broken mirrors or scratched/dented body parts. The smaller 3,000 square foot existing building located immediately north of the fleet maintenance building will be used for parts and equipment storage.

There are 34 striped employee parking spaces located within the yard, immediately north of the office building. A majority of the over the road drivers do not park their vehicles at this facility. There will also be 61 striped semi-trailer parking spaces. Many of the applicant's semi-trailers are stored at the customer's facilities waiting to be loaded or unloaded for transport. The site also has an existing truck scale located on the west side of the maintenance facility building. The subject property is located in an industrial area with all surrounding roads being designated as existing truck routes.

The entire perimeter of the yard area and detention basin is enclosed with an existing 6 foot tall chain link fence for security purposes.

The subject property has an existing stormwater detention facility located at the north end of the site that was installed when the facility was originally constructed in 1994. The applicant is not proposing any additional improvements to the site that require the existing stormwater detention facilities to be modified in any way.

At its September 1, 2015 meeting, the Plan Commission/Zoning Board of Appeals (PC/ZBA) recommended approval of the requested cartage and freight terminal special use by a (6-0) vote. Their recommendation is included as Exhibit "B" of the attached ordinance.

ACTIONS PROPOSED:

Consideration of a special use for a cartage and freight terminal at 1201 W. Washington Street.

COMMITTEE RECOMMENDATION:

ORDINANCE NO. 15-O-0032

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A CARTAGE AND FREIGHT TERMINAL 1201 W. WASHINGTON STREET

WHEREAS, on or about March 30, 2015, the business owner George Hristov of GT Trans, Inc., (the "APPLICANT"), filed a special use application to operate a cartage and freight terminal, with respect to the property legally described on Exhibit "A" attached hereto and incorporated herein (the "SUBJECT REALTY"); and

WHEREAS, Notice of Public Hearing on said special use amendment application was published in the Daily Herald on or about August 14, 2015, all as required by the ordinances of the City of West Chicago and the statutes of the State of Illinois; and

WHEREAS, a Public Hearing was conducted by the Plan Commission/Zoning Board of Appeals of the City of West Chicago, commencing on September 1, 2015, pursuant to said Notice; and

WHEREAS, at the Public Hearing, the APPLICANT provided testimony in support of his application, and all interested parties had an opportunity to be heard; and

WHEREAS, the corporate authorities of the City of West Chicago have received the recommendation of the Plan Commission/Zoning Board of Appeals which contains specific findings of fact, pursuant to Recommendation No. 15-RC-0011, a copy of which is attached hereto as Exhibit "B" which is, by this reference, incorporated herein.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of West Chicago, DuPage County, Illinois, in regular session assembled, as follows:

Section 1. A special use in conformance with Sections 5.5 and 11.2-4(G) of the Zoning Ordinance is hereby granted permitting a cartage and freight terminal on the SUBJECT REALTY, subject to the following condition of approval:

1. The SUBJECT REALTY shall be used in conformance with the Site Plan A1, dated February 16, 2015, a copy of which is attached hereto and incorporated herein as Exhibit "C".

Section 2. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 3. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this ____ day of _____ 2015.

Alderman L. Chassee	_____	Alderman J. Beifuss	_____
Alderman D. Earley	_____	Alderman J. Sheahan	_____
Alderman L. Grodoski	_____	Alderman A. Hallett	_____
Alderman S. Dimas	_____	Alderman M. Birch	_____
Alderman J.C. Smith, Jr.	_____	Alderman K. Meissner	_____
Alderman M. Edwalds	_____	Alderman R. Stout	_____
Alderman J. Banas	_____	Alderman N. Ligino-Kubinski	_____

APPROVED as to form: _____
City Attorney

APPROVED this ____ day of _____ 2015.

Mayor, Ruben Pineda

ATTEST:

City Clerk, Nancy M. Smith

PUBLISHED: _____

EXHIBIT "B"

RECOMMENDATION 2015-RC-0011

TO: The Honorable Mayor and City Council

SUBJECT: PC 15-04
Special use for a cartage and freight terminal
1201 W. Washington Street
GT Trans, Inc.

DATE: September 1, 2015

DECISION: The motion to approve the cartage and freight terminal special use request unanimously passed by a (6-0) vote, subject to the following condition of approval:

1. The SUBJECT REALTY shall be used in conformance with the Site Plan A1, dated February 16, 2015.

After review of the requested special use, the Plan Commission/Zoning Board of Appeals (PC/ZBA) recommended approval according to the following findings of fact:

- (1) Is necessary for the public convenience at that location or, the case of existing non-conforming uses, a special use permit will make the use more compatible with its surroundings:*

(This standard should be interpreted as indicating whether or not the proposed use is good for the public at that particular physical location, and not whether or not the use itself is *needed* there).

A cartage and freight terminal at this location is an appropriate reuse of the property because the site is already developed in a way that easily accommodates such a use without requiring any significant modifications to the site.

- (2) Is so designed, located and proposed to be operated that the public health, safety and welfare will be protected:*

The site is located in an industrial area and is currently designed to mitigate any adverse impacts on the public health, safety and welfare of the community by screening the property's frontage and placing the business's trucking operations on the rear portion of the subject property.

- (3) *Will not cause substantial injury to the value of other property in the neighborhood in which it is located:*

The use should not have a negative impact on the surrounding neighborhood in which it is located due to the fact that the subject property was previously occupied with an industrial use (a concrete mixing plant) utilizing similar operational components such as a fleet of semi-trucks, a large portion of the site paved, and similar hours of operation.

- (4) *The proposed special use is designated by this code as a listed special use in the zoning district in which the property in question is located:*

The proposed cartage and freight terminal is listed as a special use, per the Manufacturing district regulations established in Section 11.2-4 (G) of the Zoning Code.

Respectfully submitted,

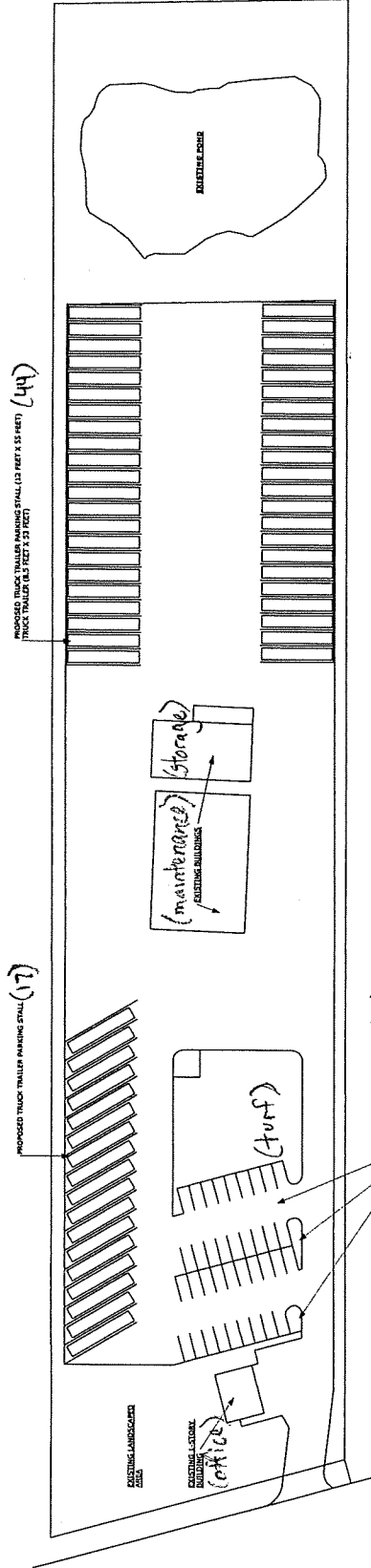
Barbara Laimins
Plan Commission Chairman

VOTE:

<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>
M. Schafer			D. Faught
E. Van-der-Mey			
S. Hale			
R. Mireault			
B. Laimins			
C. Dettmann			

EXHIBIT “C”

(insert Site Plan A1 here)



CONCEPTUAL SITE PLAN

SCALE: 1" = 40'-0"



DATE	DESCRIPTION
2-8-15	OWNER REVIEW

Future Site of
OT Trans, Inc.
1304 N. Halsted St.
West Chicago, IL 60185

CONCEPT SITE PLAN

SHEET NAME

A1

CITY OF WEST CHICAGO

DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

PUD Amendment for Jigged Ventures

Ord. No. 15-O-0034

AGENDA ITEM NUMBER: 5.B.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: Sept. 14, 2015

COUNCIL AGENDA DATE: _____

STAFF REVIEW: John D. Said, AICP

SIGNATURE JDS

APPROVED BY CITY ADMINISTRATOR: Michael Guttman

SIGNATURE _____

ITEM SUMMARY:

Jim Beavers of Jigged Ventures L.L.C. is requesting approval of a third amendment to the preliminary PUD plan for Lots 2, 3, and 4 of Jigged Ventures Subdivision and a first amendment to the final PUD for Lots 1, 2, and 3 in the Jigged Ventures Resubdivision. The proposed PUD amendment entails amending the development's previously approved phasing schedule to establish new completion deadlines for the development of the subject property.

In 2003 the original Jigged Ventures PUD was approved. A first amendment to the original PUD was granted in 2004. The Jigged Ventures Resubdivision PUD, which approved the final development of the 3 westernmost lots within the overall development, was approved in 2008.

Below is the language from the phasing schedule that was approved in 2008 as part of the Resubdivision PUD. The bold faced text is proposed to be added to the newly proposed phasing schedule. Struck through text is proposed to be deleted as part of this PUD amendment request.

- ~~1. The developer shall present a report on the status of the development, including marketing efforts, contacts made, and copies of marketing materials to City of West Chicago staff on an annual basis by October 1st of each year.~~
2. The developer shall complete the public improvements for Lots 1 and 2 of the Jigged Ventures Resubdivision **by December 31, 2016.** ~~within one (1) year after approval of the final PUD for Jigged ventures Resubdivision. The developer shall obtain a building permit for Lot 1 of the Jigged Ventures Resubdivision within one (1) year after approval of the final PUD for Jigged Ventures Resubdivision and obtain a building permit for Lot 2 of the Jigged Ventures Resubdivision within seven (7) years after approval of the final PUD for Jigged Ventures Resubdivision. The existing building and use on Lot 2 of the Jigged Ventures Resubdivision may remain for seven (7) years after approval of the~~ **first amendment to the final PUD for Jigged Ventures Resubdivision.**

In 2008 the applicant obtained a permit from the City and posted the required financial security (a letter of credit) to install the required public improvements (i.e. water and sanitary sewer mains, the stormwater detention basin, install the western cul-de-sac bulb, etc.). However, shortly thereafter the applicant's financial institution became defunct as part of the financial market crash that occurred at the end of the previous decade and the applicant lost the loan he secured to construct the develop-

ment as proposed. The applicant now has the finances to construct the required public improvements, but has not been able to secure financing to construct the remainder of the development, hence the PUD amendment request to amend the previously approved phasing schedule. The applicant is proposing to install the required public improvements during the 2016 construction season (December 31, 2016 completion date). City staff does not object to this amended completion date because: A) the completion timeframe is relatively short, B) the first step towards completing any new project is ensuring the public improvements are installed and available to service the development, and C) the City already has the required financial security (a letter of credit) to ensure the finances are available to complete the public improvements.

The applicant is also requesting to eliminate the deadlines associated with the development of the two buildable lots via the issuance of building permits. The applicant is requesting the elimination of this requirement because he has been unable to secure additional financing since 2008 to complete this portion of the development and does not want to be constrained by a specific completion deadline. The applicant is instead requesting the City to rely on his good faith intentions to complete the development when it is financially feasible for him, whenever that may be.

The applicant is also requesting that the existing building on Lot 2 (560 W. Roosevelt Road) be allowed to remain for an additional seven (7) years. Said building must be demolished in order to accommodate the previously approved development of Lot 2. The applicant is requesting an extension to the demolition of said building because there is an existing tenant (Hightails Hideaway) occupying the entire building who has agreed to an extension of their current lease, which expires in 2015, until May of 2020 (a 5 year extension). City staff does not object to this extension because: A) the applicant does not have the finances to demolish the existing building and construct the new building on-site, B) the tenant (Hightails Hideaway) is an established business in the community and has expressed a desire to remain at this location, and C) the applicant has completed the exterior improvements to the building that were required as part of the Resubdivision PUD's approval in 2008, thus enhancing the building's aesthetics. However, City staff is recommending that the building's demolition extension mirror the tenant's proposed five (5) year lease extension (specifically May 31, 2020) with additional time added on to accommodate the demolition process, instead of the seven (7) year extension as requested. Furthermore, staff is also recommending that if the tenant's lease is terminated for any reason, that the building not be leased out to another tenant and shall be demolished within one (1) year of the current tenant's lease termination.

Lastly, the developer is requesting to eliminate the current requirement to present a report on the status of the development, including marketing efforts, contacts made, and copies of marketing materials to City of West Chicago staff on an annual basis by October 1st of each year. City staff does not object to the deletion of this requirement because the applicant does not currently have the finances to complete the development, thus limiting his ability to effectively market the property.

At its September 1, 2015 meeting, the Plan Commission/Zoning Board of Appeals (PC/ZBA) recommended approval of the requested PUD amendment for Jigged Ventures by a (6-0) vote. Their recommendation is included as Exhibit "B" of the attached ordinance.

ACTIONS PROPOSED:

Consideration of a PUD amendment for Jigged Ventures.

COMMITTEE RECOMMENDATION:

ORDINANCE NO. 15-O-0034

AN ORDINANCE APPROVING A THIRD AMENDMENT TO THE PRELIMINARY PUD PLAN OF LOTS 2 THROUGH 4 OF THE JIGGED VENTURES SUBDIVISION AND APPROVING A FIRST AMENDMENT TO THE FINAL PUD FOR LOTS 1 THROUGH 3 IN THE JIGGED VENTURES RESUBDIVISION ROOSEVELT ROAD BETWEEN TOWN AND PEARL ROADS

WHEREAS, on or about August 5, 2015, Jim Beavers of Jigged Ventures, L.L.C. (the "APPLICANT"), filed an application for a third amendment to the preliminary PUD plan for Lots 2, 3, and 4 of Jigged Ventures Subdivision and a first amendment to the final PUD for Lots 1, 2, and 3 in the Jigged Ventures Resubdivision, with respect to the property legally described on Exhibit "A" attached hereto and incorporated herein (the "SUBJECT REALTY"); and,

WHEREAS, the corporate authorities of the City of West Chicago (the "CITY") approved the preliminary PUD for Jigged Ventures Subdivision on October 20, 2003 according to Ordinance 03-O-0072; and,

WHEREAS, the CITY approved a first amendment to the preliminary PUD for Jigged Ventures Subdivision on August 16, 2004 according to Ordinance 04-O-0070; and,

WHEREAS, the CITY approved a second amendment to the preliminary PUD for Jigged Ventures Subdivision and the final PUD for the Jigged Ventures Resubdivision on January 21, 2008 according to Ordinance 08-O-0002; and,

WHEREAS, Notice of Public Hearing on proposed first amendment to the final PUD of the SUBJECT REALTY was published in the Daily Herald on or about August 14, 2015, all as required by the ordinances of the CITY and the statutes of the State of Illinois; and,

WHEREAS, all other notices required by law have been given; and,

WHEREAS, a Public Hearing was conducted by the Plan Commission/Zoning Board of Appeals of the CITY commencing on September 1, 2015, pursuant to said Notice; and,

WHEREAS, at the Public Hearing, the APPLICANT provided testimony in support of its application, and all other interested parties had an opportunity to be heard; and,

WHEREAS, the corporate authorities of the City of West Chicago have received the recommendation of the Plan Commission/Zoning Board of Appeals which contains specific findings of fact, pursuant to Recommendation No. 15-RC-0013, a copy of which is attached hereto as Exhibit "B" which is, by this reference, incorporated herein.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of West Chicago, DuPage County, Illinois, in regular session assembled, as follows:

Section 1. A third amendment to the preliminary PUD plan for Lots 2, 3, and 4 of Jigged Ventures Subdivision and a first amendment to the final PUD for Lots 1, 2, and 3 in the Jigged Ventures Resubdivision on the SUBJECT REALTY, subject to the following condition of approval:

1. The SUBJECT REALTY shall be required to comply with all applicable conditions of approval previously approved by Ordinance 03-O-0072 for the first amendment to the preliminary PUD for Jigged Ventures Subdivision; the first amendment to the preliminary PUD for Jigged Ventures Subdivision approved by Ordinance 04-O-0070; and the second amendment to the preliminary PUD for Jigged Ventures Subdivision and the final PUD for the Jigged Ventures Resubdivision approved Ordinance 08-O-0002.
2. The phasing schedule approved by Ordinance 08-O-0002 shall be replaced in its entirety by the following amended phasing schedule:
 - A. The APPLICANT shall complete the required public improvements for Lots 1 and 2 of the Jigged Ventures Resubdivision by December 31, 2016.
 - B. The APPLICANT shall mass grade the undeveloped portions of Lots 1 and 2 of the Jigged Ventures Resubdivision, top dress the Lots with topsoil, and establish turf (grass) by October 31, 2016. Once established, said turf shall be maintained (mowed) in compliance with City Code until said Lots are developed in accordance with the previously approved development plans for said Lots.
3. The existing building (560 W. Roosevelt Road) on Lot 2 of the Jigged Ventures Resubdivision may remain until December 31, 2020 or said building shall be demolished within one (1) year of the current tenant's (Hightails Hideaway) lease termination, whichever occurs first. Said building shall not be leased out to any additional tenants other than the current tenant.

Section 2. That all ordinances and resolutions, or parts thereof, shall, to the extent not expressly modified by the terms and conditions of this Ordinance, remain in full force and effect as therein provided.

Section 3. That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this ____ day of _____ 2015.

Alderman L. Chassee	_____	Alderman J. Beifuss	_____
Alderman D. Earley	_____	Alderman J. Sheahan	_____
Alderman L. Grodoski	_____	Alderman A. Hallett	_____
Alderman S. Dimas	_____	Alderman M. Birch	_____
Alderman J.C. Smith, Jr.	_____	Alderman K. Meissner	_____
Alderman M. Edwalds	_____	Alderman R. Stout	_____
Alderman J. Banas	_____	Alderman N. Ligino-Kubinski	_____

APPROVED as to form: _____
City Attorney

APPROVED this ____ day of _____ 2015.

Mayor, Ruben Pineda

ATTEST:

City Clerk, Nancy M. Smith

PUBLISHED: _____

EXHIBIT “A”

LEGAL DESCRIPTION

Lots 1, 2, and 3 in Jigged Ventures Resubdivision, being a subdivision of part of Section 16, Township 39 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded August 28, 2009 as Document R2009-134445, in DuPage County, Illinois.

P.I.N.'s: 04-16-103-013, 04-16-103-014, and 04-16-103-015.

EXHIBIT "B"

RECOMMENDATION 2015-RC-0013

TO: The Honorable Mayor and City Council

SUBJECT: PC 15-09
PUD amendment for Jigged Ventures Resubdivision

DATE: September 1, 2015

DECISION: The motion to approve a third amendment to the preliminary PUD plan for Lots 2, 3, and 4 of Jigged Ventures Subdivision and a first amendment to the final PUD for Lots 1, 2, and 3 in the Jigged Ventures Resubdivision request unanimously passed by a (6-0) vote:

RECOMMENDATION

Per Section 15.3 of the Zoning Ordinance: "...if the final plan is, in the opinion of the [Plan Commission], deemed to be sufficient, in compliance with all applicable city ordinances and in substantial conformity with the approved preliminary plan, it shall be approved by the [Plan Commission] and recommended to the city council". The proposed first amendment to the final PUD of the Jigged Ventures Resubdivision is designed to eliminate some of the time specific completion deadlines associated with the development and give the applicant greater flexibility in marketing and developing the property on his own terms instead of based on the arbitrary deadlines previously approved by the City.

Respectfully submitted,

Barbara Laimins
Plan Commission Chairman

VOTE:

For	Against	Abstain	Absent
M. Schafer			D. Faught
E. Van-der-Mey			
S. Hale			
R. Mireault			
B. Laimins			
C. Dettmann			

CITY OF WEST CHICAGO

DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Special Use for a Place of Worship
113 Turner Court
Iglesia de Dios Pentecostal M.I.

Ord. No. 15-O-0033

AGENDA ITEM NUMBER: 5.C.**FILE NUMBER:** _____**COMMITTEE AGENDA DATE:** Sept. 14, 2015**COUNCIL AGENDA DATE:** _____**STAFF REVIEW:** John D. Said, AICP**SIGNATURE** JDS**APPROVED BY CITY ADMINISTRATOR:** Michael Guttman**SIGNATURE** _____**ITEM SUMMARY:**

Iglesia de Dios Pentecostal M.I. Church (hereinafter "the Church") is requesting a special use to use 113 Turner Court as a place of worship. The subject property is located on the north side of Turner Court between Main Street and West Washington Street. The property is currently zoned B-1, Central Business district.

The Church will be leasing approximately 1,400 square feet of floor space in the basement level of the building. The primary access to the basement level of this building is from Turner Court (although there is an interior staircase with access to the first floor/Main Street). The Church's tenant space has a non-fixed seating chapel area, common area room to be used for meetings, a kitchen, and a bathroom. Based on the square footage of the tenant space, the layout of the floor plan, and the intended assembly use the maximum occupancy for the Church's tenant space is 38. The Zoning Code allows a maximum floor area of 7,500 square feet for a place of worship use in the B-1 zoning district. The Church currently has 15 parishioners and is planning on conducting bible study on Monday nights, a prayer service on Friday nights, and a general service on Sunday nights.

The subject property does not have any off-street parking spaces. However, City Code does not require any uses located within the B-1 zoning district to provide off-street parking. The Church's parishioners can utilize the existing on-street public parking along Turner Court and Main Street or other public parking areas.

At its September 1, 2015 meeting, the Plan Commission/Zoning Board of Appeals (PC/ZBA) recommended approval of the requested place of worship special use by a (6-0) vote. Their recommendation is included as Exhibit "B" of the attached ordinance.

ACTIONS PROPOSED:

Consideration of a special use for a place of worship at 113 Turner Court.

COMMITTEE RECOMMENDATION:

ORDINANCE NO. 15-O-0033

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A PLACE OF WORSHIP 113 TURNER COURT

WHEREAS, on or about July 24, 2015, Emanuel Grandeno of Iglesia de Dios Pentecostal M.I., (the "APPLICANT"), filed a special use application to operate a place of worship, with respect to the property legally described on Exhibit "A" attached hereto and incorporated herein (the "SUBJECT REALTY"); and

WHEREAS, Notice of Public Hearing on said special use amendment application was published in the Daily Herald on or about August 14, 2015, all as required by the ordinances of the City of West Chicago and the statutes of the State of Illinois; and

WHEREAS, a Public Hearing was conducted by the Plan Commission/Zoning Board of Appeals of the City of West Chicago, commencing on September 1, 2015, pursuant to said Notice; and

WHEREAS, at the Public Hearing, the APPLICANT provided testimony in support of his application, and all interested parties had an opportunity to be heard; and

WHEREAS, the corporate authorities of the City of West Chicago have received the recommendation of the Plan Commission/Zoning Board of Appeals which contains specific findings of fact, pursuant to Recommendation No. 15-RC-0012, a copy of which is attached hereto as Exhibit "B" which is, by this reference, incorporated herein.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of West Chicago, DuPage County, Illinois, in regular session assembled, as follows:

Section 1. A special use in conformance with Sections 5.5 and 10.2-4(J) of the Zoning Ordinance is hereby granted permitting a place of worship on the SUBJECT REALTY.

Section 2. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 3. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this ____ day of _____ 2015.

Alderman L. Chassee	_____	Alderman J. Beifuss	_____
Alderman D. Earley	_____	Alderman J. Sheahan	_____
Alderman L. Grodoski	_____	Alderman A. Hallett	_____
Alderman S. Dimas	_____	Alderman M. Birch	_____
Alderman J.C. Smith, Jr.	_____	Alderman K. Meissner	_____
Alderman M. Edwalds	_____	Alderman R. Stout	_____
Alderman J. Banas	_____	Alderman N. Ligino-Kubinski	_____

APPROVED as to form: _____
City Attorney

APPROVED this ____ day of _____ 2015.

Mayor, Ruben Pineda

ATTEST:

City Clerk, Nancy M. Smith

PUBLISHED: _____

EXHIBIT "A"

LEGAL DESCRIPTION

That part of the Northeast Quarter of Section 9, Township 39 North, Range 9, East of the Third Principal Meridian, described as follows: Beginning at the point in the South line of Depot Street in the Town of Junction 30.0 feet Northwesterly from a point in said South line of said street, where the Southeasterly line of Lot 3 in Block 2 of said town, when extended intersects said South line of said street; thence Southwesterly at right angles with said Depot Street 60.0 feet; thence Northwesterly parallel with said Depot Street 30.0 feet; thence thence Northeasterly 60.0 feet to and at right angles to said Depot Street, thence Southeasterly on the South line of said Depot Street 30.0 feet to the point of beginning, in DuPage County, Illinois.

P.I.N.: 04-09-204-006.

EXHIBIT "B"

RECOMMENDATION 2015-RC-0012

TO: The Honorable Mayor and City Council

SUBJECT: PC 15-10
Special use for a place of worship
113 Turner Court
Iglesia de Dios Pentecostal M.I.

DATE: September 1, 2015

DECISION: The motion to approve the place of worship special use request unanimously passed by a (6-0) vote:

After review of the requested special use, the Plan Commission/Zoning Board of Appeals (PC/ZBA) recommended approval according to the following findings of fact:

(1) Is necessary for the public convenience at that location or, the case of existing non-conforming uses, a special use permit will make the use more compatible with its surroundings:

(This standard should be interpreted as indicating whether or not the proposed use is good for the public at that particular physical location, and not whether or not the use itself is *needed* there).

The tenant space has all of the amenities that lend it to being used as a small public meeting space for a place of worship.

(2) Is so designed, located and proposed to be operated that the public health, safety and welfare will be protected:

The site is centrally located in the City's downtown and is the proposed religious use is to be operated in such a manner that should protect the public health, safety and welfare of the community.

(3) Will not cause substantial injury to the value of other property in the neighborhood in which it is located:

The proposed religious uses should not have a negative impact on the surrounding neighborhood in which it is located due to the fact that there are a limited number of parishioners and the property will be used during non-peak hours of the day (evenings).

(4) *The proposed special use is designated by this code as a listed special use in the zoning district in which the property in question is located:*

The proposed place of worship use is also listed as a special use, per the B-1 zoning district regulations established in Section 10.2-4 (J) of the Zoning Code.

Respectfully submitted,

Barbara Laimins
Plan Commission Chairman

VOTE:

<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>
M. Schafer			D. Faught
E. Van-der-Mey			
S. Hale			
R. Mireault			
B. Laimins			
C. Dettmann			

CITY OF WEST CHICAGO

DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Request for Waiver of Appearance Code Requirements
– Painting of the Exterior Brick Facade
Bowling Green Sports Center
243 W. Roosevelt Road

AGENDA ITEM NUMBER: 5.D.**FILE NUMBER:** _____**COMMITTEE AGENDA DATE:** September 14,
2015 (continued from July 13 and August 10,
2015)**COUNCIL AGENDA DATE:** _____**STAFF REVIEW:** John D. Said**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael Guttman**SIGNATURE** _____**ITEM SUMMARY:**

The applicant, Bowling Green Sports Center, initially appeared before the Development Committee on July 13 to request a waiver of the Appearance Code requirements for painting the exterior brick façade of their building at 243 W. Roosevelt Road. At that meeting, the Committee reviewed the matter, and asked the applicant and City staff to separately check with other sources, specifically Sherwin-Williams stores or representatives, to obtain more information on the possible stripping of the existing primer-filler coat that was already applied to the brick portion of the building.

City staff provided the requested information for the August meeting; however, the applicant did not. At the August meeting, the applicant was again asked specifically to provide the information for the September meeting (including a September 4 submittal deadline). Discussion of this matter was continued to the September meeting so the applicant would provide a response; however, no information has been received.

As described previously, this request arose out of unauthorized painting (application of primer-filler coat) that had begun on the exterior of Bowling Green. As the applicant previously explained, the exterior painting is part of a larger plan to renovate the entire facility inside and out.

The applicable section of the Municipal Code is Section 7.13(C)(4), which is within the City's Appearance Code ("Design standards and review") in Appendix A (Zoning). This section, which prohibits any exterior brick or stone surfaces from being painted, is intended to prevent potential long-term maintenance and degradation issues associated with continual repainting of brick or stone exteriors. Generally, the Appearance Code regulations intend to promote high quality, cohesive developments that will enhance the overall appearance of the City. Paragraph (N) of the Appearance Code specifies that an appeal/waiver may be approved by the City Council.

At this point, absent the information requested by the Committee from the applicant, it appears that two possible options are possible for the Development Committee:

- a) Recommend approval of an ordinance allowing the waiver to the Appearance Code requirements, with a condition requiring a letter of credit or similar financial guarantee for a finite period (such as

CITY OF WEST CHICAGO

five or ten years) to ensure the paint remains in good condition; or

- b) Reject the request and require the applicant to strip the primer-filler coat, within a timeframe to be specified.

ACTIONS PROPOSED:

Consideration of the two options associated with a request for waiver to the Appearance Code requirements for painting of the exterior brick facade at the Bowling Green Sports Center located at 243 W. Roosevelt Road.

COMMITTEE RECOMMENDATION: