

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

DEVELOPMENT COMMITTEE

**Monday, December 11, 2017
7:00 P.M. - Council Chambers**

AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. Approval of Minutes
 - A. October 9, 2017
3. Public Participation
4. Items for Consent
 - A. BP Gas Station – 1491 W. Roosevelt Road – Easement Encroachment Agreement
 - B. Green Smoke Vape & Tobacco – 200 S. Neltnor Boulevard, Unit 200 – Façade Grant Agreement
5. Items for Discussion
 - A. Forming America – 1200 N. Prince Crossing Road - Bi-Annual Progress Report
 - B. Final Draft of the Homes for a Changing Region Plan
6. Unfinished Business
7. New Business
 - A. Central-Main Street Redevelopment Plan Update (Draft report will be distributed at the meeting, for presentation & discussion at the Committee's January 8, 2018 meeting)
8. Reports from Staff
9. Adjournment

Draft

MINUTES

DEVELOPMENT COMMITTEE

October 9, 2017, 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 James Beifuss, Michael Ferguson, Bonnie Gagliardi, Jayme Sheahan and Rebecca Stout present.

Also in attendance was Interim Director of Community Development, Bill Ganek.

2. Approval of Minutes.

A. September 11, 2017

Alderman Gagliardi moved and Alderman Ferguson seconded a motion to approve the minutes. Voting Aye: Aldermen Beifuss, Ferguson, Gagliardi, Sheahan and Stout. Voting Nay: 0.

3. Public Participation. None.

4. Items for Consent.

A. Frank's Auto Repair – 927 W. Washington St. – Special Uses & Variance.

B. Burrito King – 200 S. Neltnor Blvd. – Façade Agreement.

Alderman Beifuss requested that Item A be moved to Items for Discussion, Agenda Item 5.

Alderman Beifuss moved and Alderman Sheahan seconded the motion to approve Items for Consent B. Voting Aye: Aldermen Beifuss, Ferguson, Gagliardi, Sheahan and Stout. Voting Nay: 0.

5. Items for Discussion

A. Frank's Auto Repair – 927 W. Washington St. – Special Uses & Variance.

The item summary was provided by Bill Ganek who explained the applicant is requesting the approval of three special uses for an automobile repair shop, a self-storage facility and outside storage associated with the construction of a new facility to be located at 927 W. Washington Street, along with a variance to reduce the required rear yard landscape setback. The Plan Commission/Zoning Board of Appeals recommended approval of the special uses and the variance with conditions relating to outside storage, which were set forth in the draft ordinance. Mr. Ganek made mention that the parking and landscaping requirements have been satisfied and he briefly described the building's exterior finishing being planned.

Alderman Beifuss inquired about the adjacent properties and a discussion followed among the Aldermen, Bill Ganek and the applicant, Keith Parks. A question was asked about the type of screening and the response was given that it would be 8 feet tall.

Alderman Beifuss moved and Alderman Ferguson seconded the motion to approve Item A. Voting Aye: Aldermen Beifuss, Ferguson, Gagliardi, Sheahan and Stout. Voting Nay: 0.

B. Proposed Roosevelt Rd/Fabyan Pkwy TIF District.

Bill Ganek summarized this Item for the Committee. He began by providing a map of the proposed area on an overhead map and then reviewed the purpose of a Tax Increment Financing District (TIF) and stated that the redevelopment plan as a whole needs to conform to the City's long term comprehensive plan. He furthered that all revenues generated by the tax increment must be used within the redevelopment area, and he also provided an overview of the area size and zoning. Mr. Ganek stated that the consultant, Camiros Ltd., concluded that the project area qualifies for designation as a redevelopment project area because it is a combination of an improved conservation area and blighted vacant area. State law stipulates the eligibility factors that must be met for TIF designation and in the case of this area, five of the conservation factors were met and three of the blighted area factors were met. In terms of the approval process, he commented that City's Joint Review Board met in September and it was concluded that the eligibility requirements were indeed met, but the School Districts requested additional

time to consider the long term TIF funding implications for their District. The continuation of the Joint Review Board meeting is set for October 10th, 2017, which will be followed by a Public Hearing before the City Council meeting on October 16th, 2017.

A question was asked about School District #33's potential interest in a school property located in the Proposed TIF District and a brief discussion followed with Mr. Ganek. Alderman Beifuss commented on the low EAV estimated for the area and a brief discussion followed about the projected EAV for the area were it to be redeveloped.

Alderman Beifuss moved and Alderman Sheahan seconded the motion to recommend Item B for approval. Voting Aye: Aldermen Beifuss, Ferguson, Gagliardi, Sheahan and Stout. Voting Nay: 0.

6. Unfinished Business. None.

7. New Business. None.

8. Reports from Staff.

Bill Ganek informed the members that by their next meeting, they can expect to review the final plan for the Homes for a Changing Region study. He mentioned that they might also be given the Central Main Street Redevelopment Plan for review in December. Finally, he stated that a new Community Development Director was selected for hire and the anticipated start date is November 15, 2017.

Alderman Ferguson moved and Alderman Gagliardi seconded the motion to adjourn the Development Committee meeting at 7:24 P.M. The Committee members unanimously agreed and the motion carried.

Respectfully submitted,

Jane Burke

CITY OF WEST CHICAGO

DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Easement Encroachment Agreement
BP Gas Station
1491 W. Roosevelt Road

Resolution No. 2017-R-0081

AGENDA ITEM NUMBER: 4. A.**FILE NUMBER:** _____**COMMITTEE AGENDA DATE:** Dec. 11, 2017**COUNCIL AGENDA DATE:** _____**STAFF REVIEW:** Tom Dabareiner, AICP**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael Guttman **SIGNATURE** _____**ITEM SUMMARY:**

City staff and the owner of the BP gas station located at 1491 W. Roosevelt Road are requesting approval of an easement encroachment agreement for the gas station's new installed freestanding sign that was constructed in an existing sanitary sewer easement controlled by the City. The existing easement is 30 feet wide and was established in 2000. The gas station previously had a freestanding sign located within the existing easement, however that sign was removed by IDOT as part of the recently completed right-of-way expansion and roadway widening improvements at the intersection of Roosevelt Road and Fabyan Parkway/Washington Street. The City has an existing sanitary sewer main that runs along Roosevelt Road within the easement and the sign sits on top of/above the sewer main. The sewer main is approximately 20 feet below grade and is not affected by the construction of the sign or the sign's foundation. The intent of the proposed agreement is to establish who is responsible for the relocation or removal (or cost of removal) of the sign in the unlikely event that the portion of the sewer main under or near the sign must be accessed by the City. Per the attached agreement the property owner is assuming the relocation/removal responsibilities. State law requires the gas station to display their fuel prices to the public and given IDOT acquired a good portion of their green space along Roosevelt Road the owner's options for the placement of a new sign in compliance with the City's sign regulations were very limited. Also, given the depth of the sewer City staff does not foresee and significant issues with the placement of the sign in the easement and therefore, recommends approval of the attached easement encroachment agreement.

ACTIONS PROPOSED:

Consideration of an easement encroachment agreement for the BP gas station freestanding sign at 1491 W. Roosevelt Road.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 2017-R-0081

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CERTAIN
EASEMENT ENCROACHMENT AGREEMENT – 1491 W. ROOSEVELT ROAD**

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 an Easement Encroachment Agreement between the City of West Chicago and Vidhya Corporation for the construction of a freestanding sign over a Sanitary Sewer Easement, a copy of which is attached hereto and incorporated herein as Exhibit "A".

ADOPTED this _____ day of _____ 2017.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor

ATTEST:

City Clerk

Submitted by/
Prepared by/Return to:
City of West Chicago
475 Main Street
West Chicago, IL 60185

P.I.N.: 04-08-302-005

For Official Use Only

**AN EASEMENT ENCROACHMENT AGREEMENT FOR THE
CONSTRUCTION OF A FREESTANDING MONUMENT SIGN OVER A
MUNICIPAL SANITARY SEWER EASEMENT**

This Easement Encroachment Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the CITY OF WEST CHICAGO, a body politic and corporate (hereinafter referred to as the "City") and Vidhya Corporation (hereinafter referred to as the "Property Owner") as the owner of record of the property located at the northeast corner of Roosevelt Road and Washington Street, commonly known as 1491 W. Roosevelt Road, in the City of West Chicago, State of Illinois, designated by P.I.N. 04-08-302-005 (hereinafter referred to as the "Property").

WITNESSETH:

WHEREAS, the City is the record holder of a 30 foot wide sanitary sewer easement (hereinafter referred to as the "Easement") over a portion of the Property granted on the Third Addition to the Jel Sert II Industrial-Commercial Park Plat, recorded in the DuPage County Recorder's Office on October 25, 2000 by Document No. R2000-166987; and

WHEREAS, the Property Owner has requested and been granted authorization to construct a freestanding monument sign and associated underground electrical and at grade landscape improvements (hereinafter referred to as the "Sign"), which will encroach onto the Easement; and,

WHEREAS, the City has no objection to granting authorization to allow the Property Owner to encroach onto the Easement with the Sign, however, in recognition of said Easement the execution of this Agreement shall be in accordance with the terms and conditions set forth herein this Agreement, which shall be binding on all other heirs, assigns, and owners of the Property so long as the Sign encroachment exists.

NOW, THEREFORE, in consideration of the promises, terms and conditions set forth herein, the City and Property Owner agree as follows:

1. The recitals set forth above are incorporated herein and made a part hereof this Agreement.

2. The issuance of City Permit No. 17060052 (hereinafter referred to as the "Permit") for the Sign over the Easement does not eliminate or reduce the City's, or its designee's, existing rights and interest in and to the Easement for the purposes for which the Easement was granted.

3. In the event the City serves notice upon the Property Owner, that the City, or its designee, requires access to the Easement for any reason related to the purpose of the Easement, the Property Owner agrees to remove, at their sole expense, said Sign within seven (7) days after receipt of said notice from the City.

4. The Property Owner shall be responsible for any damages to the existing sanitary sewer located within the Easement resulting from the installation or long term maintenance of the Sign and the Property Owner shall be responsible for all costs associated with the removal or relocation of said Sign that may be needed to repair or replace the sanitary sewer. For this purpose, the Property Owner shall be responsible regardless of whether the Property Owner had knowledge of the Easement on the Property.

5. In the event the Property Owner fails to remove said Sign within the described time period, the City shall have the right to remove the Sign and the Property Owner shall reimburse the City for any and all costs incurred by the City in this regard. In the event the Property Owner does not reimburse the City within seven (7) days of request for said reimbursement, the City shall have all rights under law to secure said payment, and shall be reimbursed its costs and all reasonable attorneys' fees related to securing said payment.

6. In the event of an emergency related to any of the purposes for which the Easement was granted, the City may take any action, including, but not limited to removing the Sign on the Easement, necessary to gain access to the Easement without first giving notice to the Property Owner. In the event of said emergency removal, the City will not be liable in any way for replacing or repairing said Sign or any part thereof, which is damaged or removed in order for the City to gain access to the Easement.

7. The Property Owner shall hold harmless, indemnify and defend the City from and against any and all liability, claims, demands, and causes of action arising out of or related to any loss, injury, or loss or damage to the Property resulting from the Property Owner's installation or use of said Sign.

8. The Property Owner shall comply with the Permit documents, depicting the Sign improvements within the Easement.

9. Any notice required or permitted to be given under this Agreement will be in writing and will be deemed to have been given when sent by telefacsimile to the telefacsimile number provided below for the intended recipient of such notice, or when delivered personally or on the date deposited in the United States mail, registered or certified mail, postage pre-paid, return receipt requested, and addressed as follows:

If to the Property Owner: Vidhya Corporation
1491 W. Roosevelt Road
West Chicago, IL 60185

With a copy to: James M. Wagner
(Property Owner's Attorney) Helm & Wagner
804 N. Washington Street
Naperville, IL 60563

If to City: City of West Chicago
475 Main Street
West Chicago, IL 60185
Attn: City Administrator

With copy to: Patrick K. Bond
Bond, Dickson & Associates, P.C.
Corporation Counsel to the City of West Chicago
203 E. Liberty Drive
Wheaton, Illinois, 60187

or to such other address as a party may from time to time specify in writing to the other parties in accordance with the terms hereof.

For purposes of notice as set forth herein, notice shall be deemed granted when sent.

IN WITNESS THEREOF, the parties have entered into this Agreement as of the
____ day of _____, 2017.

CITY OF WEST CHICAGO

PROPERTY OWNER

BY: _____
Mayor Ruben Pineda

BY: Dixit P. Patel
Dixit Patel

ATTEST: _____
City Clerk

BY: _____

CITY OF WEST CHICAGO

DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Downtown Façade Grant Program Agreement
200 S. Neltnor Boulevard, Unit 200
Green Smoke Vape & Tobacco

Resolution No. 17-R-0082

AGENDA ITEM NUMBER:4.B.**FILE NUMBER:****COMMITTEE AGENDA DATE:** Dec. 11, 2017**COUNCIL AGENDA DATE:****STAFF REVIEW:** Tom Dabareiner, AICP**SIGNATURE****CITY ADMINISTRATOR REVIEW:** Michael Guttman**SIGNATURE****ITEM SUMMARY:**

The owner of Green Smoke Vape & Tobacco, who is a tenant in this multi-unit retail strip mall, has requested Façade Grant Program funding to install a new internally illuminated channel letter wall sign at 200 S. Neltnor Boulevard Unit 200. The proposed sign is an eligible improvement under the Program's guidelines and complies with the City's sign regulations established in the Zoning Code.

The owner submitted three estimates for the proposed sign, as required: 1) Sign-A-Rama West Chicago for \$4,909.44; 2) Sign-A-Rama Elgin for \$5,304.25; and, 3) Sign-A-Rama Naperville for \$5,912.50. Based on the lowest quote by Sign-A-Rama West Chicago, the shared cost to be incurred by the City for the new sign will not exceed \$2,454.72. 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 determined that there are sufficient funds available to reimburse up to \$2,454.72 to Green Smoke Vape & Tobacco for the successful installation of a new wall sign per the Program's guidelines.

ACTIONS PROPOSED:

Consideration of a Resolution authorizing the Mayor to execute a certain Downtown Façade Grant Program Agreement in the amount not to exceed \$2,454.72 to Green Smoke Vape & Tobacco for a wall sign at 200 S. Neltnor Boulevard Unit 200.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 17-R-0082

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CERTAIN DOWNTOWN FAÇADE GRANT PROGRAM AGREEMENT -
GREEN SMOKE VAPE & TOBACCO – 200 S. NELTNOR BOULEVARD, UNIT 200**

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 the owner of Green Smoke Vape & Tobacco and the City of West Chicago, a copy of which is attached hereto and incorporated herein as Exhibit "A".

APPROVED this ____ day of _____, 2017.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

Exhibit A to Resolution 17-R-0082

DOWNTOWN REHABILITATION FACADE PROGRAM AGREEMENT

This DOWNTOWN REHABILITATION FACADE PROGRAM AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this 18th day of December, 2017, by and between the City of West Chicago, DuPage County, Illinois, an Illinois municipal corporation (hereinafter referred to as the "CITY") and Irfan Mohammed of Green Smoke Vape & Tobacco, (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 business owner at certain real property located at 200 S. Neltnor Boulevard, Unit 200, 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 two thousand four hundred fifty-four dollars and seventy-two cents (\$2,454.72), 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:	Green Smoke Vape & Tobacco
	Irfan Mohammed
	200 S. Neltnor Boulevard
	Unit 200
	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: _____
Irfan Mohammed

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 _____, 2017.

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 Irfan Mohammed, 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 _____, 2017.

Notary Public

EXHIBIT A

Subject Realty Legal Description

Lots 1 and 2 in Block 2 of William Elliott's Subdivision being a subdivision in the northwest quarter of Section 10, Township 39 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded August 5, 1901 as Document R1901-074516, in DuPage County, Illinois.

P.I.N.s: 04-10-119-033 and 04-10-119-034

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



Quote # 6006 - Channel Letter

Expiration Date 12/01/2017

Sold To	Contact	Shipping/Install
GREEN SMOKE VAPE & TOBACCO 200 s neltor blvd WEST CHICAGO IL 60185 United States	IRFAN MOHAMMED Phone : (872) 235-8066 Email : greensmoke.aurora@gmail.com Address : 200 s neltor blvd WEST CHICAGO IL 60185 United States	

Quote #	Quote Date	Sales Rep	Payment Terms	PO	PO Date
6006	11/16/2017	Salvador Aguirre design@signarama-westchicago.com			

Items

#	Item	Qty	Unit Price	Total	Tax
1	Channel Letters UL Approved Channel Letters. Using Sloan LED's., cast acrylic, and .040 aluminum returns. UL Approved Fabrication. #e358236 Includes : 1.0 Hrs Installation Subcontracted - Installation Subcontracted	1	\$4,675.00	\$4,675.00	\$234.44

Total

Sub Total	Total Tax(%)	Final Price
\$4,675.00	\$234.44 (7.75%)	\$4,909.44

Downpayment (50.0 %) \$2,454.72

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 **GREEN SMOKE VAPE & TOBACCO**

Net Due :	\$2,454.72	Signature	Date
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We agree to your terms and conditions. Please proceed with the order.

14.98 in

32.43 in

169.85 in

GREEN SMOKE

11.01 in

Vape & Tobacco

78.33 in



Side View

[illegible]

Job No.:	Date:
Order Date:	Salesperson:
Ign Dimensions: 1.000in x 0.000in	Estimate: \$ \$0.00
Customer: IRFAN MOHAMMED	
Company: GREEN SMOKE VAPE & TOBACCO	
Address: 200 S NELTNOR BLVD	
City: WEST CHICAGO	State/ZIP: IL 60185
Phone: 872-235-8066	
Fax:	

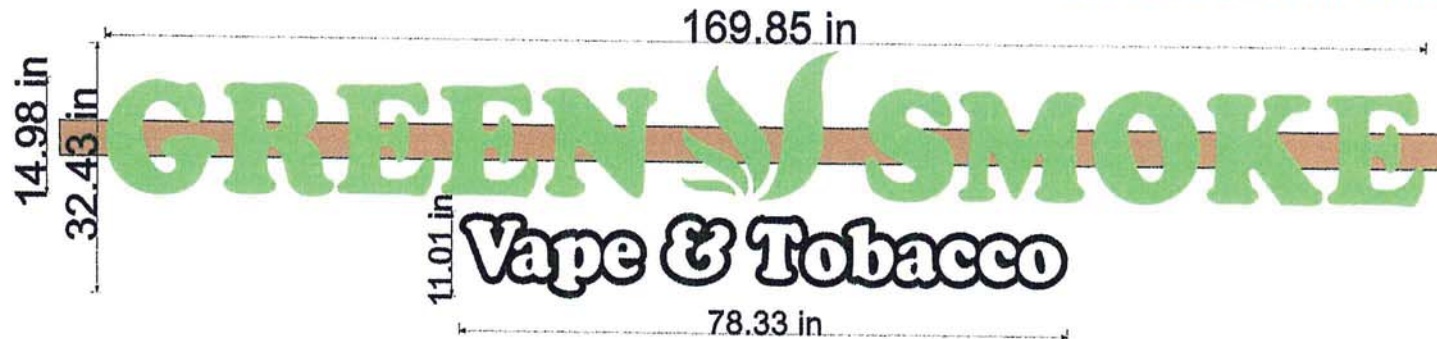
The way to grow your business.
946 N. Neltnor, Suite 114
West Chicago, IL 60185
630-293-7300 Fax 630-293-7310

UL #e358236

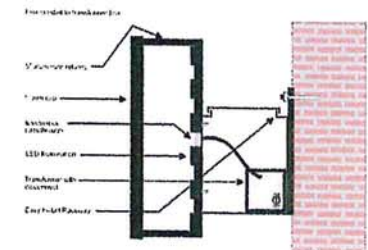
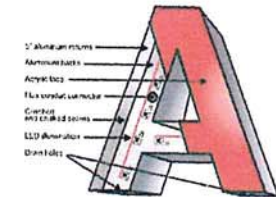
On Raceway:	YES
Raceway color:	BRICK
Trim cap color:	BLACK
Return color:	BLACK
Return size: 5"	
Face color:	LIME GREEN

Electrical within 5'?	YES
Site modifications necessary?	NO
Remove existing?	NO
LED color:	WHITE
Access to rear of sign:	YES
Special Notes: (city requirements, etc.)	
FRONT OF BUILDING 25' WIDE	

channel letter set on raceway
WITH CLOUD BOTTOM SIGN



LED Raceway Mount



Side View

Job No.:	Date:
Order Date:	Salesperson:
Sign Dimensions: 0.000in x 0.000in	
Estimate: \$ \$0.00	
Customer: IRFAN MOHAMMED	
Company: GREEN SMOKE VAPE & TOBACCO	
Address: 200 S NELTNOR BLVD	
City: WEST CHICAGO	State/ZIP: IL 60185
Phone: 872-235-8066	
Fax:	

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

UL #e358236

Qty. 1, Channel Letter
On Raceway: YES
Raceway color: BRICK
Trim cap color: BLACK
Return color: BLACK
Return size: 5"
Face color: LIME GREEN

Electrical within 5'? YES
Site modifications necessary? NO
Remove existing? NO
LED color: WHITE
Access to rear of sign: YES
Special Notes: (city requirements, etc.)
FRONT OF BUILDING 25' WIDE

CITY OF WEST CHICAGO

DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Site Improvement Progress Report
1200 N. Prince Crossing Road
Forming America

AGENDA ITEM NUMBER: 5. A.**FILE NUMBER:** _____**COMMITTEE AGENDA DATE:** Dec. 11, 2017**COUNCIL AGENDA DATE:** _____**STAFF REVIEW:** Tom Dabareiner AICP**SIGNATURE**  _____**APPROVED BY CITY ADMINISTRATOR:** Michael Guttman **SIGNATURE** _____**ITEM SUMMARY:**

The owner of Forming America, LTD., James Langkamp, received approval of his original special use permit for an outside storage yard in August of 2007. That special use permit approval entailed several site improvements to be completed by specific dates. Mr. Langkamp did not meet many of those original completion deadlines, mostly relating to paving the existing gravel storage yard, which necessitated a first amendment to the special use permit to adopt new completion deadlines. The first amendment was approved in December of 2011. Mr. Langkamp failed to meet the revised site improvement completion deadlines established in the first amendment to his special use permit, and a second amendment was approved in July of 2014 establishing a revised set of compliance deadlines. Mr. Langkamp failed to meet the revised site improvement completion deadlines established in the second amendment to his special use permit, and a third amendment was approved in August of 2016 establishing a revised set of compliance deadlines. The third amendment ordinance with the revised completion deadlines is attached for your review (Ordinance 16-O-0019). All of the special use ordinances require the owner to provide bi-annual progress reports to the Development Committee. The last progress report was presented to the Development Committee in May.

Mr. Langkamp is currently non-compliant with the most recently approved site improvement completion deadlines. Specifically, paving zones 1-5 are complete as required. However, paving zones 6 and 7 are not fully complete; both of which were required to be completed by October 31, 2017. Mr. Langkamp had indicated to City staff that his desire is to complete the remaining balance of paving zone 6 and the eastern portions of paving zones 7 and 8 in 2018. Mr. Langkamp anticipates completing paving zone 6 utilizing concrete during the impending winter months and paving zones 7 and 8 utilizing hybrid asphalt during the 2018 construction season. Per the conditions of the current special use permit Mr. Langkamp must have the zone 8 paving completed by September 30, 2018.

Several clusters of bushes located on the outside of the storage yard fence along Prince Crossing Road died off during the winter of 2017. In order to remain in compliance with the approved landscape plan Mr. Langkamp replaced the dead landscaping during the 2017 growing season.

Mr. Langkamp has one minor non-compliant item with respect to the conditions established in the special use permit that he has been made aware of by City staff and will correct immediately. Specifically, the non-compliant item is a failure to maintain adequate fire lanes throughout the storage yard.

Mr. Langkamp has acquired the 3.5 acre undeveloped parcel immediately to the north of his facility. His short term intentions are to use this land to spread out the clay stockpile currently situated on the west half of paving zone 8 that was created from the construction of his stormwater detention basin on-site, so that all of zone 8 can eventually be paved as required. His long term intentions, once all of the conditions are met with the current special use permit, are to apply for a fourth amendment to his special use permit to expand his storage yard and business operations onto this parcel.

ACTIONS PROPOSED:

Review of Forming America's current site improvement completion status.

COMMITTEE RECOMMENDATION:

CITY OF WEST CHICAGO

ORDINANCE NO. 16-O-0019

**AN ORDINANCE APPROVING A THIRD AMENDMENT TO THE
OUTSIDE STORAGE SPECIAL USE FOR 1200 N. PRINCE CROSSING ROAD -
FORMING AMERICA, LTD.**

**ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF WEST CHICAGO
April 18, 2016**

Published in pamphlet form by the authority of the City Council of the City of West Chicago,
DuPage County, Illinois, on the 19th day of April 2016.

ORDINANCE NO. 16-O-0019

AN ORDINANCE APPROVING A THIRD AMENDMENT TO THE OUTSIDE STORAGE SPECIAL USE FOR 1200 N. PRINCE CROSSING ROAD - FORMING AMERICA, LTD.

WHEREAS, on or about March 16, 2016, James Langkamp of Forming America, LTD. (the "APPLICANT"), filed an application for a third amendment to the previously approved special use permit for an outside storage yard, 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 granted the original special use by Ordinance 07-O-0049 on August 20, 2007; and,

WHEREAS, the corporate authorities of the City of West Chicago granted a first amendment to the special use by Ordinance 11-O-0069 on December 19, 2011; and,

WHEREAS, the corporate authorities of the City of West Chicago granted a second amendment to the special use by Ordinance 14-O-0023 on July 21, 2014; and,

WHEREAS, Notice of Public Hearing on said application was published in the Daily Herald on or about March 21, 2016, 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 April 5, 2016, pursuant to said Notice; and,

WHEREAS, at the Public Hearing, the APPLICANT provided testimony in support of its 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.16-RC-0007, 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. That a third amendment to the special use permit for an outside storage yard in conformance with Section 5.5 and Section 11.2-4 (T) of the Zoning Ordinance is hereby granted on the SUBJECT REALTY, subject to the following conditions:

1. The APPLICANT shall only utilize those areas of the SUBJECT REALTY for outside storage that have been improved according to the approved Site and Engineering Plans.

2. The buildings and the storage yard on the SUBJECT REALTY shall only be utilized by Forming America, LTD. or its successors.
3. The storage yard shall only contain items that are directly related to the operation of the business occupying the SUBJECT REALTY.
4. No items stored within the storage yard on the SUBJECT REALTY, other than vehicles, shall exceed the height of the storage yard fence such that they are visible from Prince Crossing Road.
5. No outside storage on the SUBJECT REALTY shall block, hinder, restrict, or render unusable any required parking spaces or fire lanes.
6. The landscaping on the SUBJECT REALTY shall be installed and maintained in compliance with the Landscape Plan prepared by Flamingo Landscape, Inc., consisting of one (1) sheet dated July 25, 2007, attached as Exhibit "C" of Ordinance 07-O-0049. All landscaping on the SUBJECT REALTY located within ten (10') feet of the perimeter of any proposed parking lot or storage yard pavement improvements shall be installed within thirty (30) days after the installation of the adjacent parking lot or storage yard pavement improvements.
7. The APPLICANT shall submit revised as-built plans within three (3) months of the completion of each phase of the paving and City staff approval shall be obtained within eight (8) months of the revised submittal.
8. The APPLICANT shall have all outside storage on the SUBJECT REALTY on a paved surface within one (1) year of the completion of the Phase I and II paving.
9. The SUBJECT REALTY shall be developed in substantial compliance with the Paving & Layout Plan prepared by Webster, McGrath & Ahlberg, LTD., dated September 29, 2014, consisting of a final revision date of January 14, 2015 and in compliance with the pavement improvement completion deadlines identified on the 2016 Paving Plan - Yearly Completion Dates chart, copies of which are attached hereto as Exhibit "C", which is, by this reference, incorporated herein.
10. The APPLICANT shall provide bi-annual progress reports in person to the City's Development Committee verifying the status of the SUBJECT REALTY compliance with the 10 conditions and restrictions set forth herein. The APPLICANT shall provide said progress reports until such time that all conditions have been satisfactorily met and the SUBJECT REALTY has been brought into compliance.
11. Within ninety (90) days of the approval of this Ordinance, the APPLICANT shall provide a letter of credit or other financial guarantee acceptable to the City in the amount of no less than one-hundred and fifty thousand dollars and no cents (\$100,000.00) for not less than two (2) years, or until all phases of paving are completed and approved by the City for the SUBJECT REALTY, whichever occurs last.

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 18th day of April 2016.

Alderman L. Chassee	<u>aye</u>	Alderman J. Beifuss	<u>absent</u>
VACANT – Ward 2		Alderman J. Sheahan	<u>aye</u>
Alderman L. Grodoski	<u>aye</u>	Alderman A. Hallett	<u>aye</u>
Alderman S. Dimas	<u>aye</u>	Alderman M. Ferguson	<u>aye</u>
Alderman J.C. Smith, Jr.	<u>aye</u>	Alderman K. Meissner	<u>absent</u>
Alderman M. Edwalds	<u>aye</u>	Alderman R. Stout	<u>aye</u>
Alderman J.F. Banas	<u>aye</u>	Alderman N. Ligino-Kubinski	<u>aye</u>

APPROVED as to form:

Robert C. Bond
City Attorney

APPROVED this 18th day of April 2016.

Ruben Pineda
Mayor, Ruben Pineda

ATTEST:

Nancy M. Smith
City Clerk, Nancy M. Smith

PUBLISHED: 4/19/16

EXHIBIT "A"

LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER AND RUNNING THENCE SOUTH 00°21'51" EAST ON THE EAST LINE THEREOF, 870.30 FEET TO THE NORTHERLY LINE OF PROPERTY CONVEYED TO COMMONWEALTH EDISON COMPANY BY DOCUMENT R62-27934; THENCE NORTH 83°57'05" WEST ON SAID NORTHERLY LINE (BEING A LINE DRAWN PARALLEL WITH AND 50 FEET NORTHERLY OF THE NORTHERLY LINE OF THE FORMER CHICAGO GREAT WESTERN RAILROAD RIGHT OF WAY), 1317.39 FEET TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER OF SECTION 34; THENCE NORTH 00°05'22" EAST ON SAID WEST LINE, 702.05 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 88°42'25" EAST ON SAID NORTH LINE, 1303.76 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 01-34-403-003.

EXHIBIT "B"

RECOMMENDATION # 16-RC-0007

TO: The Honorable Mayor and City Council

SUBJECT: PC 16-07
Special use amendment for an outside storage yard
1200 N. Prince Crossing Road
Forming America, LTD.

DATE: April 5, 2016

DECISION: The motion to approve the request unanimously passed (5-0).

RECOMMENDATION

After review of the requested third amendment to the special use, the Plan Commission/Zoning Board of Appeals (PC/ZBA) recommended approval, subject to the following conditions:

1. The applicant shall only utilize those areas of the subject realty for outside storage that have been improved according to the approved Site and Engineering Plans.
2. The buildings and the storage yard on the subject realty shall only be utilized by Forming America, LTD. or its successors.
3. The storage yard shall only contain items that are directly related to the operation of the business occupying the subject realty.
4. No items stored within the storage yard on the subject realty, other than vehicles, shall exceed the height of the storage yard fence such that they are visible from Prince Crossing Road.
5. No outside storage on the subject realty shall block, hinder, restrict, or render unusable any required parking spaces or fire lanes.
6. The landscaping on the subject realty shall be installed and maintained in compliance with the Landscape Plan prepared by Flamingo Landscape, Inc., consisting of one (1) sheet dated July 25, 2007, attached as Exhibit "C" of Ordinance 07-O-0049. All landscaping on the subject realty located within ten (10') feet of the perimeter of any proposed parking lot or storage yard pavement improvements shall be installed within thirty (30) days after the installation of the adjacent parking lot or storage yard pavement improvements.
7. The applicant shall submit revised as-built plans within three (3) months of the completion of each phase of the paving and City staff approval shall be obtained within eight (8) months of the revised submittal.

8. The applicant shall have all outside storage on the subject realty on a paved surface within one (1) year of the completion of the Phase I and II paving.
9. The subject realty shall be developed in substantial compliance with the Paving & Layout Plan prepared by Webster, McGrath & Ahlberg, LTD., dated September 29, 2014, consisting of a final revision date of January 14, 2015 and in compliance with the pavement improvement completion deadlines identified on the 2016 Paving Plan - Yearly Completion Dates chart.
10. The petitioner shall provide bi-annual progress reports in person to the City's Development Committee verifying the status of the subject realty's compliance with the 10 conditions and restrictions set forth herein. The petitioner shall provide said progress reports until such time that all conditions have been satisfactorily met and the subject realty has been brought into compliance.

The recommendation is based on the following standards stated under Section 5.5-4: The Plan Commission/Zoning Board of Appeals shall recommend a special use only if it shall make findings of fact based upon evidence presented that the special use:

- (1) *Is necessary for the public convenience at that location or, the case of existing nonconforming 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 proposed site improvements associated with the special use amendment request are designed to bring the subject property and the operation of business into compliance with current City regulations.

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

The proposed storage yard is designed to protect the public's health, safety and welfare by containing and screening the items within the yard from the adjacent properties.

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

The proposed use should not have a negative impact on the surrounding neighborhood in which it is located given that the site is currently being operated as such a use, however the site does have environmentally sensitive areas on-site that necessitate the required site restrictions to be followed.

- (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 storage yard is listed as a special use, per the M, Manufacturing District regulations established in Section 11.2-4 (T) of the Zoning Code.

Respectfully submitted,

Barbara Laimins
Chairman

VOTE:

For

D. Kasprak
R. Mireault
B. Laimins
C. Dettmann
M. Schafer

Against

Abstain

Absent

S. Hale
D. Faught

EXHIBIT “C”

(insert Paving & Layout Plan and the 2016 Paving Plan - Yearly Completion Dates chart here)

2016 Paving Plan - Yearly Completion Dates

Zone	To be completed by Bi-Annual Progress Reports	
Zone 1	<div> <div>October 31, 2016</div> </div>	May 2016 Progress Report
Zone 2		
Zone 3		November 2016 Progress Report
Zone 4		
Zone 5	<div> <div>October 31, 2017</div> </div>	May 2017 Progress Report
Zone 6		November 2017 Progress Report
Zone 7		
Zone 8	<div> <div>September 30, 2018</div> </div>	May 2018 Progress Report
		November 2018 Progress Report

STATE OF ILLINOIS)
COUNTY OF DU PAGE)

CERTIFICATE

I, Nancy Smith, Certify that I am the duly elected and acting City Clerk of the City of West Chicago, DuPage County, Illinois.

I further certify that on April 18, 2016 the Corporate Authorities of such municipality passed and approved Ordinance No. 16-O-0019 entitled:


**AN ORDINANCE APPROVING A THIRD AMENDMENT TO THE
OUTSIDE STORAGE SPECIAL USE FOR 1200 N. PRINCE CROSSING ROAD -
FORMING AMERICA, LTD.**

Which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 16-O-0019 including the ordinance and a cover sheet hereof was prepared, and a copy of such ordinance posted in the municipal building, commencing on April 19, 2016 continuing for at least ten days thereafter. Copies of such ordinance were also available for public inspection upon request in the Office of the City Clerk.

Dated at West Chicago, Illinois, this 18th of April 2016.

SEAL



Nancy Smith, City Clerk

HOMES FOR A CHANGING REGION

Phase 3: Implementing Balanced
Housing Plans at the Local Level

*Northwest DuPage Cluster:
Glendale Heights, Hanover Park,
and West Chicago*

NOVEMBER 2017



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PREPARED BY:



Valerie S. Kretchmer Associates, Inc.
Real Estate and Planning Consulting



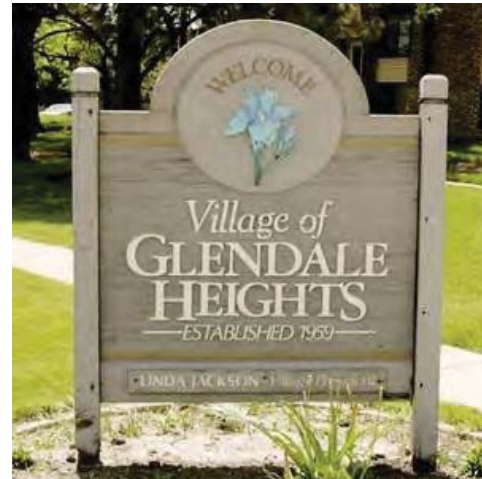
Introduction

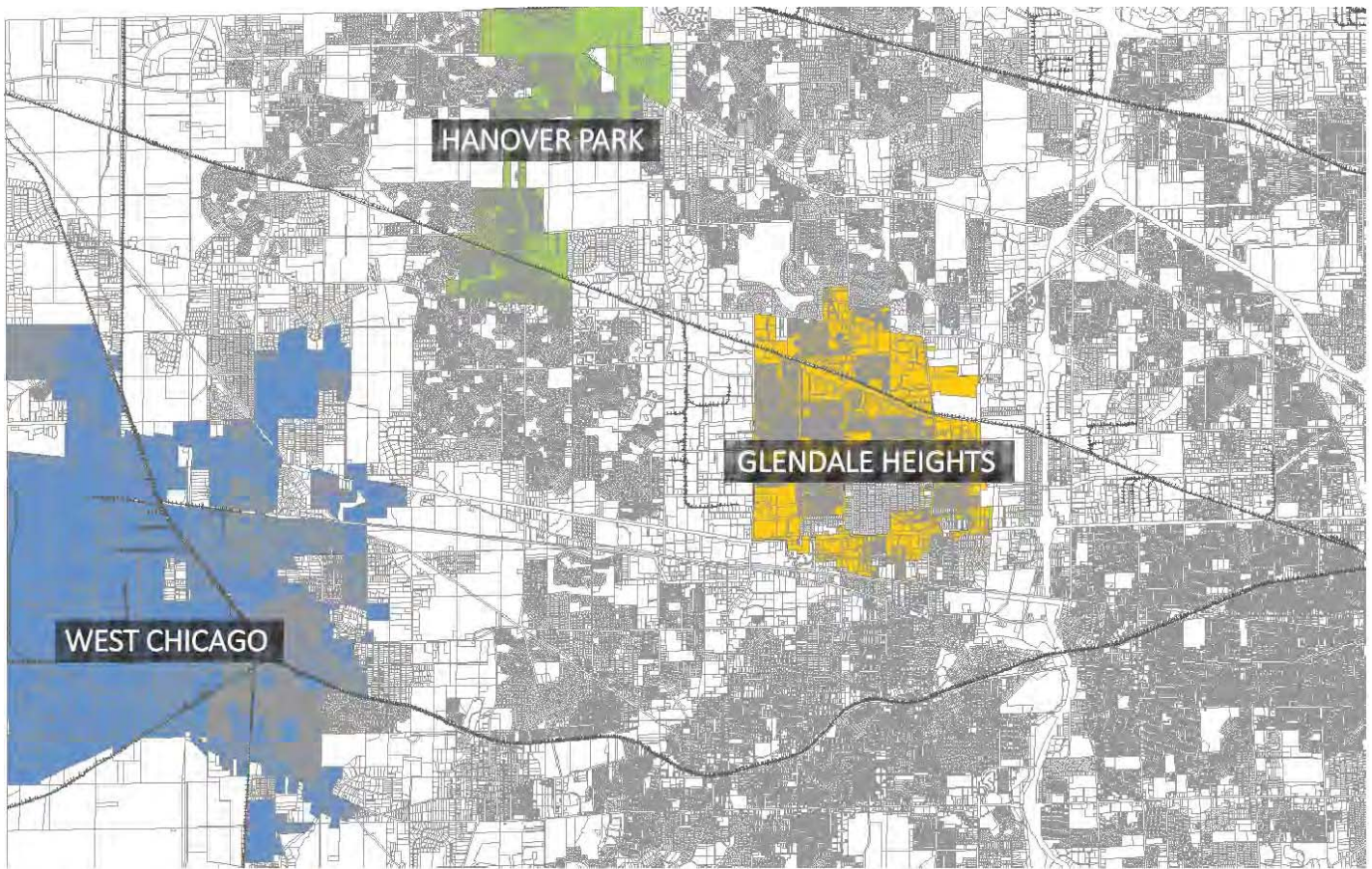
Homes for a Changing Region

Homes for a Changing Region is a project of the Chicago Metropolitan Agency for Planning's (CMAP) Local Technical Assistance (LTA) program, the Metropolitan Mayor's Caucus, in partnership with and with support from the Metropolitan Planning Council. The project provides technical assistance to municipal leaders to address current housing issues and recommends housing policies to create a balanced mix of housing types, serve the needs of current and future residents and workers, and enhance livability. The plan covers multiple communities within the same subregion, providing steps for each municipality. *Homes for a Changing Region* supports the goals of CMAP's GO TO 2040 Plan, the regional comprehensive plan for the Chicago metropolitan area, by fostering livable communities with diverse housing options and encouraging efficient governance through inter-jurisdictional collaboration. To date, plans have been prepared for 40+ communities in northeastern Illinois.

The Northwest DuPage Cluster

Glendale Heights, Hanover Park, and West Chicago are located near each other, but are not adjacent communities. While they are unique in regard to specific development issues and opportunities, local amenities, housing needs, and current planning focus, they have commonalities that make them a cluster. The main similarity is the strong commitment each has to maintaining current housing stock, supporting programs to advance resident quality of life and the local business community, and actively pursuing opportunities for new development. It is noteworthy that all three towns have internal staff capacity, and support of the community to conduct good housing and community development work. Therefore, plan recommendations for each highlight current successes and suggest additional actions to add value to current practices. Building on strong foundations bodes well for each municipalities' efforts in implementing the *Homes* plan to enhance current policies, programs, and partnerships.





Benefits of *Homes*

Being part of *Homes for a Changing Region* allows communities to consider where they are today in regard to housing and the role that housing will play in their futures. Addressing housing in this way allows a municipality to focus resources on the most pressing housing matters and to put in place the policies, regulations, and programs to maintain the local housing stock and community character. The process also highlights the relationship between housing and community development. Not every community action that supports housing is specifically a “housing” program. The work municipalities put into enhancing quality of life for residents adds to its desirability and ultimately supports home values. In this way, efforts toward strengthening business districts, sponsoring community events, and working with other local taxing jurisdictions ultimately supports quality housing.

HOMES ENABLES COMMUNITIES TO:

- Begin planning how to meet future housing demand and further establish a role in securing quality housing for the community.
- Assess potential for new development / redevelopment.
- Share strategies and efforts with neighboring communities and vice versa.
- Secure input from residents of the community on housing and related issues of importance.
- Receive sound housing data and evaluation of how that data impacts the future.
- Consider housing and other community development issues that impact residents’ quality of life.

Housing as an Issue

A great many factors go into how people choose their housing. The most important factors are at a tipping point and need to be considered to set the context for this work.

First, while the country and economy have exited the Great Recession of recent years, jobs and incomes continue to be uncertain for many people. This impacts funds available for living expenses and mobility to change jobs and homes.

Second, conditions such as reduced property values and foreclosures of the past ten years have abated but continue to impact the housing sector. A result of this uncertainty is that homeownership is not as powerful a draw as in the past. The term “rent by choice” is now part of the housing market lexicon. Those unsure or uneasy about job security are holding off or avoiding buying homes.

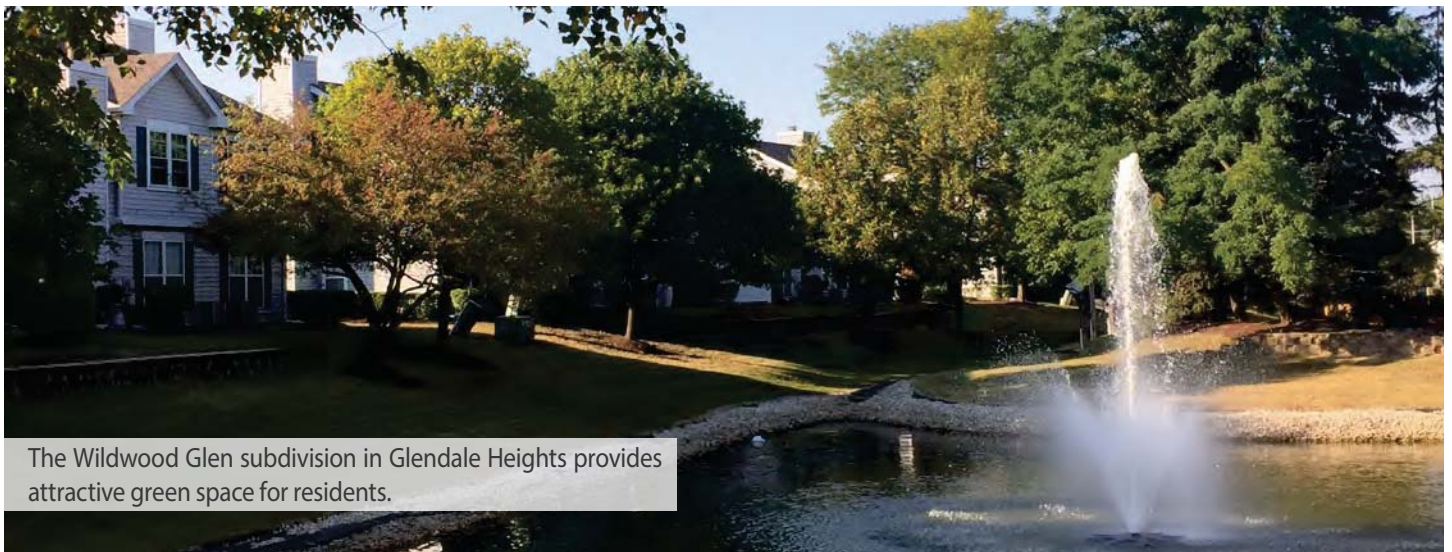
Finally, demographics are significantly influencing the housing needs in communities. Baby Boomers and Millennials represent large populations and are impacting the housing market. In addition, the cultural makeup of America continues to change. The great melting pot that this country is known to be continues to become more diverse with peoples from a variety of cultures. For the NW DuPage County Cluster and housing in general, these factors loom large in how communities address housing.

Relevant housing trends are summarized on the following page. These trends are based on research conducted by various organizations that cover housing topics, including the Urban Land Institute, National Association of Realtors, National Association of Homebuilders, and Zillow.

QUESTIONS HOMES CONSIDERS

The *Homes for a Changing Region* plan can help communities consider key questions about the next 10 to 20 years:

- ☐ Who is likely to live here?
- ☐ What can they afford?
- ☐ What housing types will they seek?
- ☐ What types and size of housing will be provided?
- ☐ What are Village/City preservation needs?
- ☐ Will the Village/City be proactive in determining its housing needs?



The Wildwood Glen subdivision in Glendale Heights provides attractive green space for residents.

NATIONAL DEMOGRAPHIC TRENDS

❑ OLDER BABY BOOMERS | AGE: 60 - 69 YRS

According to the Pew Research Center 10,000 baby boomers turn 65 every day. The ability of many to afford housing was hurt significantly by the recession.

❑ YOUNGER BABY BOOMERS | AGE: 50 - 59 YEARS

Younger seniors and Baby Boomers who downsized from single-family homes into condominiums or townhouses at the peak of the market may find that they are unable to recoup their investment if they need to sell in the near term. Those who have owned their homes for many years are less likely to have housing problems, though many expected to use the proceeds of the sale of their home to pay for senior housing or additional care as they age. Those who re-financed their homes at the peak of the market find that they are unable to sell their home for the balance on their mortgage.

❑ GEN X & MILLENNIALS | AGE: 20 - 40 YRS

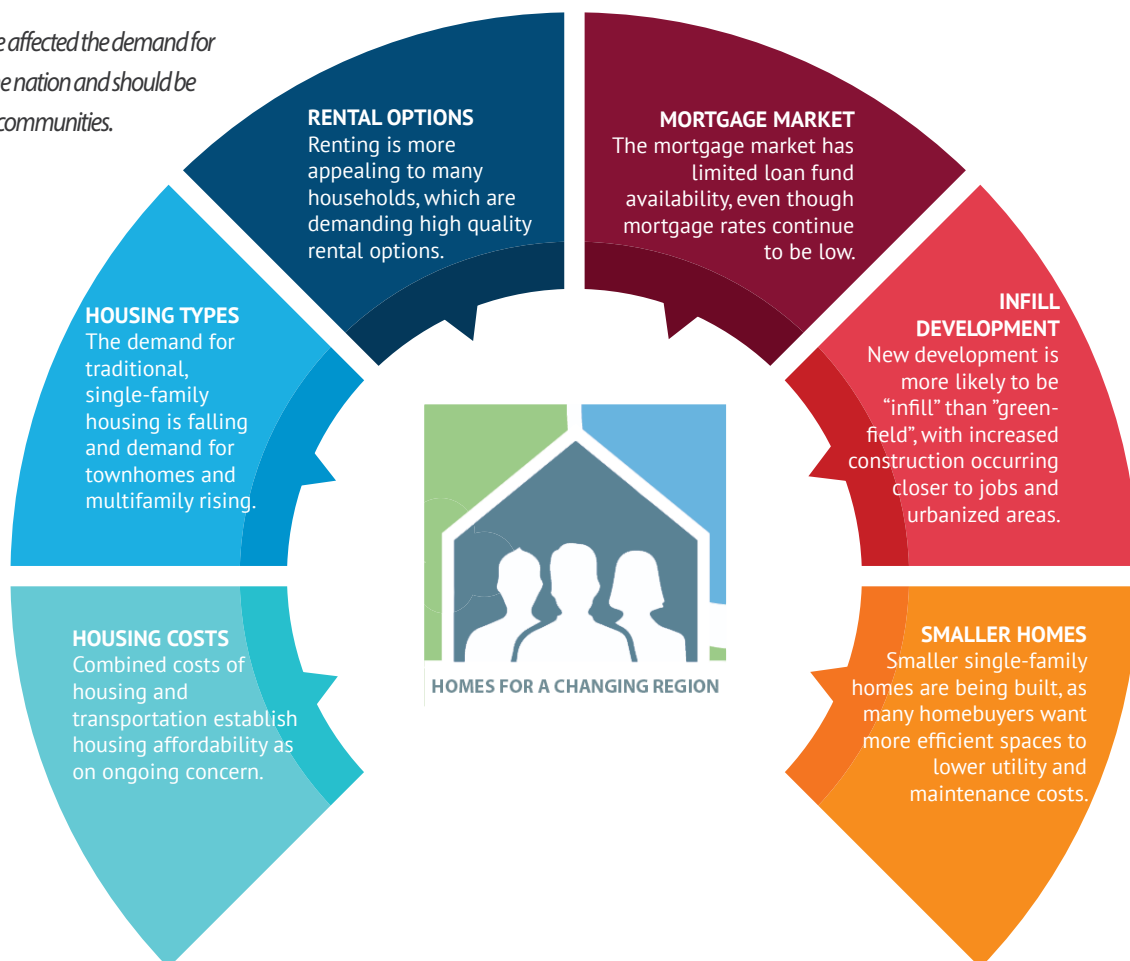
Generation X and Millennials have deferred home purchases. However, as the job market continues to improve and home prices have begun to increase, more people in these age groups will consider buying while prices remain below pre-recession levels.

❑ IMMIGRANTS | AGE: NOT APPLICABLE

Immigrants have varying housing needs when locating in suburban communities and may find housing there too expensive.

NATIONAL HOUSING TRENDS

These trends have affected the demand for housing across the nation and should be considered by all communities.



Process

Project Initiation

The *Homes* project for the Northwest DuPage County Cluster was initiated with a kick-off meeting in each community that included the local Steering Committee and staff, CMAP representatives, and the consultant team. The meetings were used to review the project scope, address questions from the community, and establish a common understanding of goals and expectations for the planning process. A tour of the community was conducted to better understand opportunities and issues relating to housing and community development.

Market Assessment and Issue Analysis

An analysis of housing markets was conducted for each community. Interviews with local realtors, landlords and stakeholders provided further insight into housing supply and demand. The assessment of each community considered:

- ☐ General demographics, housing and employment data
- ☐ Existing and future housing supply/demand by tenure and unit type
- ☐ Housing, transportation and utility cost impacts on affordability
- ☐ Impacts of foreclosures and short sales

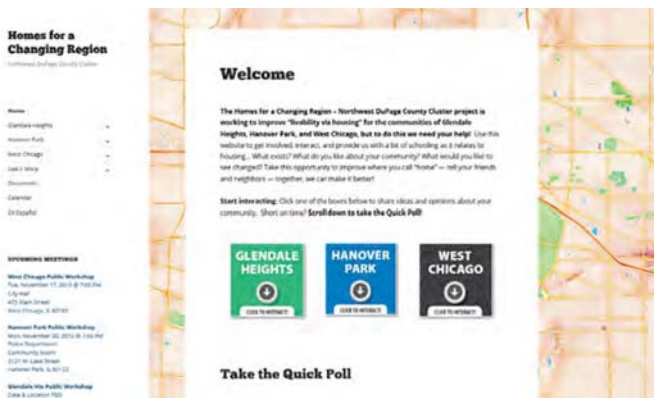
Quantitative and qualitative information were evaluated and compiled into a Community Assessment report for each community. That data and issue summary was presented to the community at a workshop meeting in which participants and the project team could dig deeper into issues and opportunities facing the communities.

Public and Stakeholder Outreach

Community outreach was strongest through the various stakeholder discussions and community meetings. However, to ensure access to the project and input opportunities for any interested party, a project website served to inform the public about upcoming meetings, draft reports, and general project information. It also provided a platform for feedback that included a survey, interactive comment map, and visual preference quiz.

Policy Recommendations

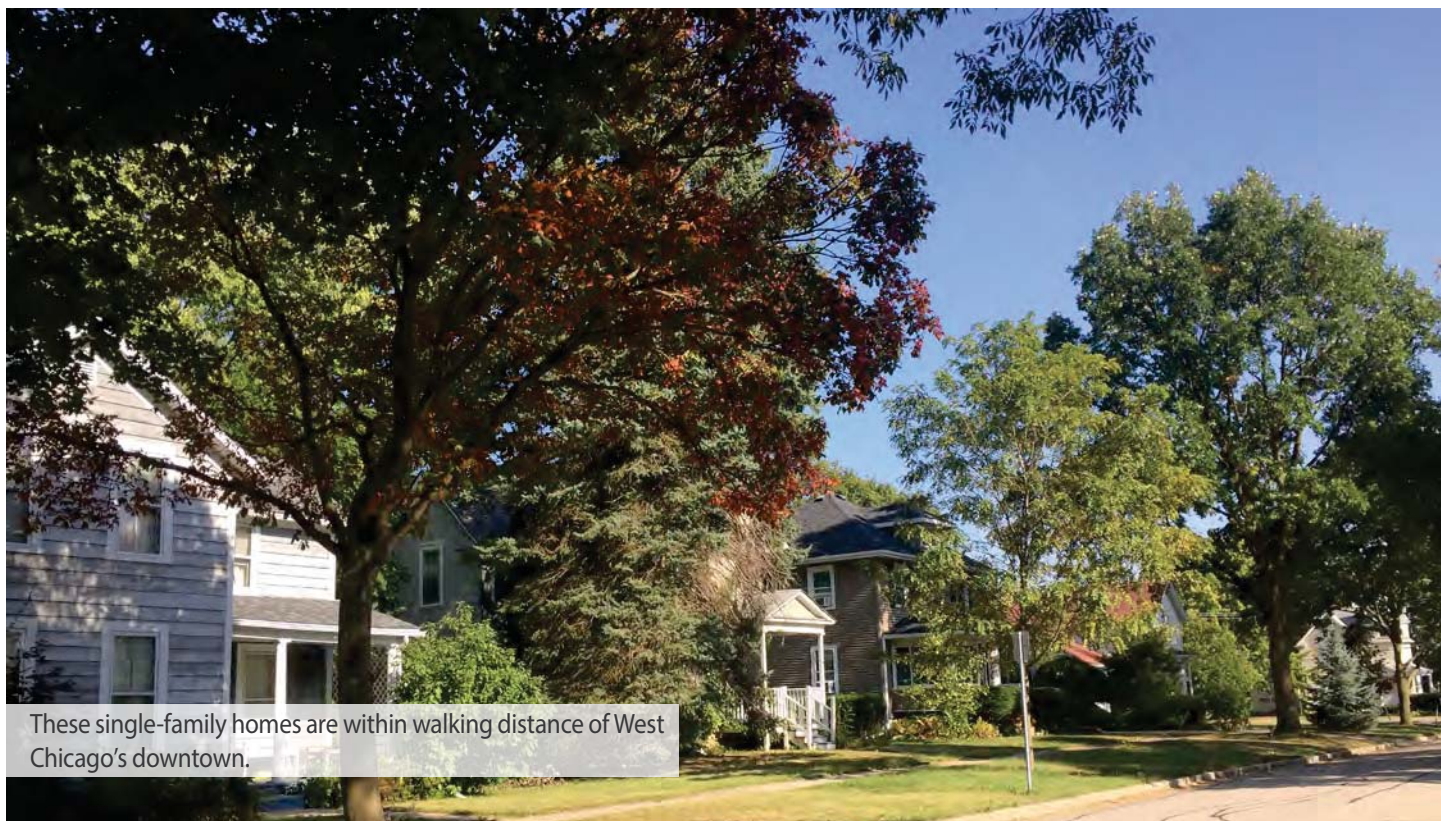
Findings from the data analysis, community assessments, and public input were used to develop a comprehensive set of housing and community development related recommendations for each municipality. These recommendations propose strategies to help make housing in the communities more livable and affordable. They also include a focus area visualization to convey a relevant recommendation. These draft recommendations were presented to each municipality for review and consideration. This is an important aspect of the *Homes* process; plan recommendations are not intended to be imposed upon the community by the project partners, but comfortably embraced as a set of ideas with which the community can work. To that end, final feedback from each community was incorporated into the document in preparing this *Homes for a Changing Region* plan for the Northwest DuPage County Cluster.



The project website had over 700+ unique visitors and 2,000+ page views.



The *Homes* process included many stakeholder meetings.



Using the Report

The *Homes for a Changing Region* process focused on understanding the community (existing conditions) and considering available implementation options. Those options are presented as recommendations for the communities to consider, which are presented in this report in the form of policies, programs, and partners. In some cases, these are existing local actions identified to be seen as priorities that continue to advance housing and community development objectives.

- ☐ *Policies* are approaches to housing and community development that can be applied in considering development proposals, implementation of existing plans, zoning or long range development plans, budget priorities, etc.
- ☐ *Programs* are actions to advance established local housing and community development goals.
- ☐ *Partners* are resources and agencies available to assist the community in meeting its goals.

Lessons Learned: Issues for the NW DuPage Cluster and Beyond

A number of common concerns came into focus over the course of preparing the NW DuPage Homes plan. As each of the communities endeavors to implement this plan and other initiatives, several factors should be considered. They, and other communities, will need to continue contemplating these points as they confront housing related questions .

Finding the New Normal

This planning process was conducted as communities emerged from the “Great Recession” of the late 2000s and early 2010s, with the national economy returning to a mode of slow but steady growth. However, needs and issues related to housing had changed over the recession, as had municipalities’ role in addressing them. In both regards, it is not yet clear if the current housing market is the new normal, or if that has yet to develop. What was evident during this work was that homeowners’ flexibility to sell or buy a residence, perceptions of rental living, housing affordability, and challenges related to property maintenance have evolved. The common denominator is uncertainty brought on by concerns over job security. This prompted holding off the purchases of a new home or created the inability to sell a current one. The recession also drove home the realization that property values don’t always increase.

Currently, communities continue to play a role in maintaining their housing stock, business environment, and residents’ quality of life. But those efforts are pushing against large, national economic forces. How or when home values and job security will become more predictable is uncertain. When (or if) the housing market will return to its pre-recession level is unclear, though it has improved in most areas. It may take years before some owners who bought their homes when prices were highest can recoup their investment to pay off a mortgage.

A related change is the increase in single-family homes acquired by investors and maintained as rental properties. While not a new phenomenon, towns are seeing more of this situation and determining whether or how to address it through their enforcement programs. Again, the growth in this housing choice comes from uncertainty in how long it may take the financial status of individuals to recover. As a result, many have joined the category of those that rent by choice so as not to be saddled with a property should their job or financial situation unexpectedly change.

Impact on HOAs

The financial impacts of the recession affected homeowners associations (HOAs) in several ways. Foreclosures and late or non-payment of monthly assessments has meant that HOAs may have less money for capital improvements, ongoing maintenance, and regular operations. They also find themselves in unfamiliar management territory, working out payment plans with owners, negotiating with banks to maintain foreclosed units, and struggling to find funds for operations. To the extent that the associations take on debt to address financial needs, this can present challenges in bringing in new owners, as the amount of association debt can impact a buyer’s ability to get a mortgage.

Investor purchases of units for rent can help to address some of the immediate issues of unpaid assessments, but can create other issues. Concerns over renters being short-term residents and less vested in the community are noted by HOAs. In attempting to address this concern, some associations seek to limit the number of rentals in the property. This must be done by vote of the association, but may be difficult as increasing numbers of units are owned by investors and owner-occupants want permission to rent should they fall on difficult financial times. The higher the share of renters in a building or development, the more difficult it may be for a potential owner-occupant to obtain a mortgage.

It is important for communities to have this context in mind when working with HOAs on property maintenance or general improvement items.

Property Maintenance

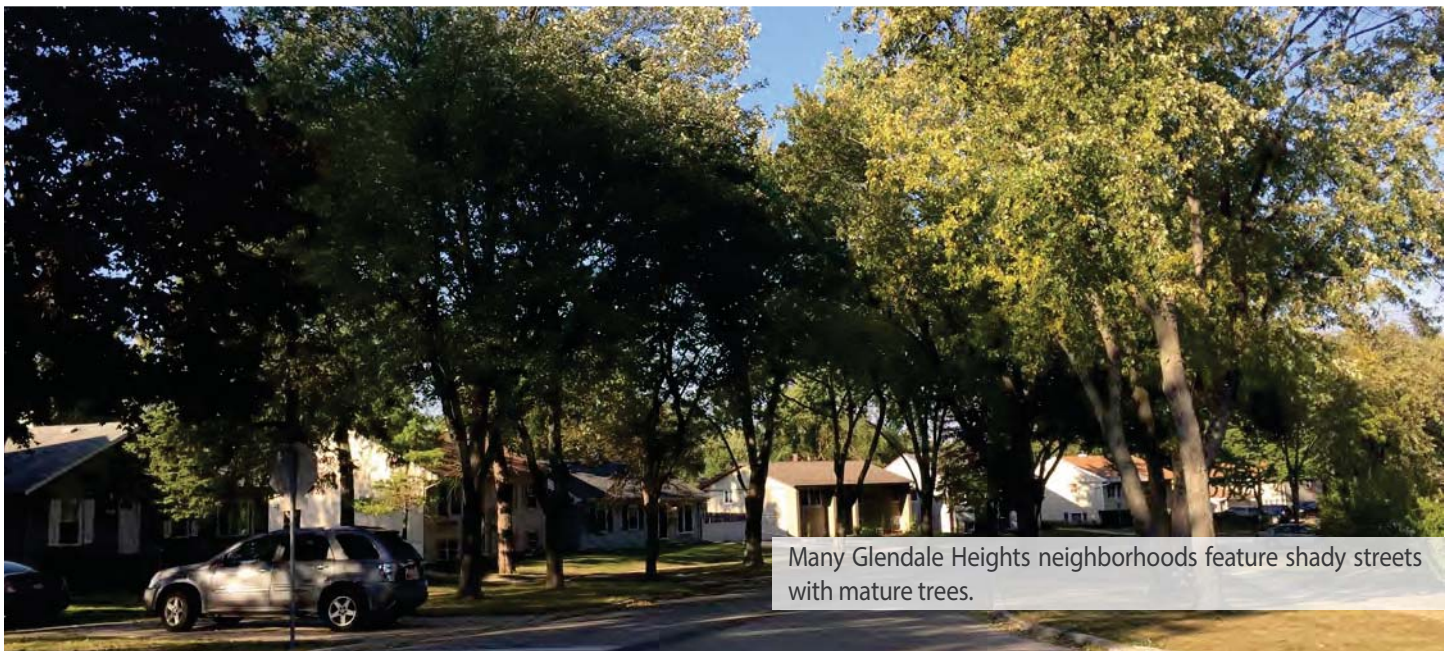
Municipalities typically have ordinances and programs related to property maintenance. Such code enforcement includes inspection programs aimed at maintaining the quality of housing, neighborhoods, and business districts. Property maintenance needs and actions vary by community, but all understand its importance, as do residents and business owners.

For the three municipalities in the NW Cluster, and many others, property maintenance efforts include systematic inspection of rental dwellings, code enforcement staffs, and programs related to landlord education and support. The lesson to be taken from efforts in these three communities shows that several items are key to a successful program:

- ☐ A structured inspection program,
- ☐ Clear communication between all parties,
- ☐ Sustained commitment by staff and officials,
- ☐ Outreach, education and support for landlords, and
- ☐ A strong community educational effort as to the program's value.

Multiple Jurisdictions

Illinois is well known for its many individual units of local government. Governance issues aside, this situation creates a challenge for cities and villages working to create a sense of community. Such a sense of belonging is important not only for residents' enjoyment of their neighborhood and community, but for a municipality to have unified support for local programs and policies. The divide created by different school, park, and library districts makes it difficult for residents of the same town to share interest in using or willingness to fund common community amenities. Perceptions (right or wrong) as to the quality of these community services (especially school districts) impact residents in ways ranging from how they engage with nearby neighbors to the marketability and value of their homes. Communities in this plan cluster have worked hard to address this quality of life issue through community events, established partnerships, and sharing of information. A change to the government structure is not expected soon, but the communities involved in this plan are striving to find ways to emphasize their strengths and overcome impacts of these structural challenges.



Many Glendale Heights neighborhoods feature shady streets with mature trees.



GLENDALE HEIGHTS
VILLAGE HALL

GLENDALE HEIGHTS

Glendale Heights Today

Starting in the mid-1900s, the Village of Glendale Heights grew as a place of residence with small subdivisions dotting a generally rural landscape. The Village continued to grow from these historic roots, building up its housing stock with ranch homes, split level units, apartments, and condominiums. With its convenient location near two major interstates, Glendale Heights has diversified its offerings to the community, including shopping areas, industrial and employment centers, modern municipal facilities, parks and recreation, and access to a strong education system. Over time, Glendale Heights has generally been viewed as a community that offers more affordable options for housing than other nearby municipalities.

Data analysis and assessment of community perspectives paint a picture of the existing housing conditions in Glendale Heights today. This section considers data available from the U.S. Census and provided by CMAP, whose project planning tools were applied to create the charts that follow.

Demographics

Over the last decade, Glendale Heights' population has grown by eight percent, with over 34,000 residents living there today. Assuming that the Village continues to grow at a similar rate, this further emphasizes the importance of planning, particularly in regards to housing and the expected increase in demand for housing units.

QUICK FACTS

- The population is projected to grow by 21% and households by 23% between 2012 and 2040.
- 3.06 average household size is higher than DuPage County average of 2.70.
- Housing prices have increased from 2011 but are not back to pre-recession levels.
- Glendale Heights has a relatively high share of homeowners earning less than \$50,000.
- 2014 median household income is \$62,935.¹
- The median cost for homeowners with a mortgage is \$1,923/month. This requires an income of \$76,920, which is 22% higher than the median household income.
- The 2014 median age is young at 33.5 years.²

1 ESRI estimates

2 ESRI estimates

Glendale Heights Population & Households

	Population	Households
2000 Decennial Census	31,765	10,791
2012 ACS	34,159	11,141
Change, 2000-2012	2,394	350
% Change, 2000-2012	8%	3%



Single-family housing near the western edge of the Village