1. CALL TO ORDER
   A. Please turn all beepers, pagers and cell phones "off" or to "vibrate" during the meeting

2. ROLL CALL

3. CHAIRMAN'S REMARKS

4. PUBLIC COMMENT
   A. Public comment is limited to three minutes per person, at the beginning of the meeting. Any comment on Zoning items must be limited to discussion of testimony and/or evidence presented in the Zoning Board of Appeals. No new testimony or evidence can be presented.

5. APPROVAL OF MINUTES
   A. Development Committee - Regular Meeting - Tuesday April 17th, 2018

6. REGULATORY SERVICES
   A. Permits - Special Events -- SE-01-18: JT'S Porch: “Stand up 2 Cancer” Fundraiser: May 19, 2018: To approve the special event action item for Development Committee only. (Milton/Dist. 4) (South side of Rt. 38 approx. 1000’ west of I-355)

   B. DC-O-0027-18 ORDINANCE -- Z17-056-Wheaton PD: To approve the following zoning relief: 1. Conditional Use for an electric message center sign. 2. Variation to increase the size of a sign from 24 sq. ft. to approximately 264 sq. ft. (132 sq. ft. per face). 3. Variation to increase the height of a ground sign from 6 feet to approximately 20 feet. 4. A variation to reduce the front yard setback from 15 feet to approximately 2 feet for a sign replacement. (Milton/District 4) ZBA VOTE to approve: 5 Ayes, 0 Nays, 2 Absent Development Committee VOTE to approve: 5 Ayes, 0 Nays, 1 Absent
C. DC-O-0028-18 ORDINANCE -- Z18-018-Rambke: To approve the following zoning relief: A Variation to allow reduction in the corner side yard setback from 30 feet to approximately 20 feet for a new house. (Lisle/ Dist. 2) ZBA Vote to approve: 6 Ayes, 0 Nays, 1 Absent Development Committee VOTE to approve: 5 Ayes, 0 Nays, 1 Absent

D. Action Item -- CMAP RT. 83 LTA IGA: Action Item: To Approve staffs request to proceed moving forward with the process of the acceptance of a Local Technical Assistance (LTA) grant from the Chicago Metropolitan Agency for Planning (CMAP) which includes the assignment by CMAP of a consulting firm to assist County Staff and CMAP in the development of the Rt. 83 corridor study/land use plan update. (To be clear this is not a formal approval of the IGA as that will be reviewed at Finance Committee as a formal resolution)

7. OLD BUSINESS

8. NEW BUSINESS

9. ADJOURNMENT
1. **CALL TO ORDER**

11:00 AM meeting was called to order by Chair Sam Tornatore at 11:00 AM.

A. Please turn all beepers, pagers and cell phones "off" or to "vibrate" during the meeting

2. **ROLL CALL**

PRESENT: Anderson, Chaplin, Eckhoff, Hart, Tornatore, Wiley
ABSENT: 

3. **CHAIRMAN'S REMARKS**

Chair Tornatore updated the Committee on the Clean and Lien Program.

Chair Tornatore also updated the Committee on the status of the application for the Community Rating Service (CRS). Staff answered all questions posed by the Committee.

4. **PUBLIC COMMENT**

A. Public comment is limited to three minutes per person, at the beginning of the meeting. Any comment on Zoning items must be limited to discussion of testimony and/or evidence presented in the Zoning Board of Appeals. No new testimony or evidence can be presented.

5. **APPROVAL OF MINUTES**

A. Development Committee - Regular Meeting - Mar 20, 2018 11:00 AM
RESULT: ACCEPTED [UNANIMOUS]
MOVER: Grant Eckhoff, District 4
SECONDER: Janice Anderson, District 5
AYES: Anderson, Chaplin, Eckhoff, Hart, Tornatore, Wiley

REGULATORY SERVICES

A. DC-O-0022-18 ORDINANCE -- Z18-006 – Damkevala: To approve the following zoning relief: A Variation to reduce the rear yard setback from 25 feet to approximately 15 feet for a new three season room. (Lisle/District 5) ZBA Vote to approve: 5 Ayes, 0 Nays, 2 Absent Development Committee Vote to approve: 6 Ayes, 0 Nays
RESULT: APPROVED [UNANIMOUS]
MOVER: Janice Anderson, District 5
SECONDER: Greg Hart, District 3
AYES: Anderson, Chaplin, Eckhoff, Hart, Tornatore, Wiley

B. DC-O-0023-18 ORDINANCE -- Z18-013 – Mayer: To approve the following zoning relief: A Variation to reduce the lot size for two (2) new lots from 40,000 sq. ft. to approximately 17,000 sq. ft. (Bloomingdale/District 1) ZBA Vote to approve: 5 Ayes, 0 Nays, 2 Absent Development Committee Vote to approve: 6 Ayes, 0 Nays
Staff answered all questions posed by the Committee.
RESULT: APPROVED [UNANIMOUS]
MOVER: Janice Anderson, District 5
SECONDER: Elizabeth Chaplin, Vice Chair
AYES: Anderson, Chaplin, Eckhoff, Hart, Tornatore, Wiley

7. OLD BUSINESS
There was no Old Business.

8. NEW BUSINESS
There was no New Business.

9. ADJOURNMENT
Without objection the meeting was adjourned at 11:20 AM.
MEMORANDUM

TO: DuPage County Development Committee
FROM: Paul Hoss
DATE: May 3, 2018
RE: SE-01-18 JT'S Porch, “Stand up 2 Cancer” Fundraiser
(0524208005) (Milton/Dist. 4)

**Action:** To approve SE-01-18 JT'S Porch to be held on Saturday May 19, 2018.

JT'S Porch has requested a Special Event Permit to conduct the following activity:

- A “Stand Up 2 Cancer’ fundraising event to be conducted in the building and parking lot of the JT’S Porch restaurant located at 665 W ROOSEVELT RD, LOMBARD IL 60148.
- For this event petitioner seeks to erect a 30' x 50' tent along the East side of JT's Porch next to existing patio (Diagram attached).
- For the event petitioner seeks to emplace tables & chairs, beer tubs, a bar, a grill, raffles, & a dunk tank under the tent and in the parking lot.
- Petitioner expects approximately 150 people & the event will run from 12-6 PM.

The Special Event will consist of the following and the applicant has provided the following pursuant to the special event requirements of the Zoning Ordinance:

<table>
<thead>
<tr>
<th>Date</th>
<th>Saturday May 19, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hours</strong></td>
<td>Beginning at approximately 2:00 PM and Concluding at 6:00 PM</td>
</tr>
<tr>
<td><strong>Location</strong></td>
<td>JT'S Porch 665 W ROOSEVELT RD, LOMBARD IL 60148.</td>
</tr>
<tr>
<td><strong>Traffic/Parking</strong></td>
<td>All parking will occur in the parking lot and adjacent Restaurant to the west owned by the same property owner which will not be operating during the event</td>
</tr>
</tbody>
</table>
**ACORD CERTIFICATE OF LIABILITY INSURANCE**

**JT5600C**

**DATE**: 08/10/2017

**INSURED**: Puzzled Minute Entertainment
LLC DSA JT'S Porch Saloon
686 W Roosevelt Road
Lombard, IL 60149-4223

**INSURER**: Specialty Risk of America

**INSURER**: 19780

**COVERAGE**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>COMMERCIAL AUTOMOBILE LIABILITY</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>UMBRELLA LIABILITY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS**: Certificate holder is added as additional insured including a hold harmless for a special event to be held on 07/29/17, "Mark Allen Stand Up 2 Cancer Fundraiser".

**CERTIFICATE HOLDER**: DuPage County
County Clerk's Office
421 N. County Farm Rd
Wheaton, IL 60187

**AUTHORIZED REPRESENTATIVE**: Richard Jelinek

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MEMORANDUM

TO: DuPage County Board
FROM: DuPage County Development Committee
DATE: May 15, 2018
RE: Z17-056 Wheaton PD (Arrowhead) (Milton/ District 4)

DuPage County Board: May 22, 2018:
Development Committee: May 15, 2018: The DuPage County Development Committee recommended to approve the following zoning relief:

1. Conditional Use for an electric message center sign.

2. Variation to increase the size of a sign from 24 sq. ft. to approximately 264 sq. ft. (132 sq. ft. per face).

3. Variation to increase the height of a ground sign from 6 feet to approximately 20 feet.

4. A variation to reduce the front yard setback from 15 feet to approximately 2 feet for a sign replacement

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition # Z17-056 Wheaton PD dated March 8, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the electronic message center sign shall be lit only between the hours of 6:00 AM to 10:00 PM each day of the week.

4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

DuPage County Development Committee VOTE (to approve): 5 Ayes, 0 Nays, 1 Absent
Zoning Board of Appeals Meeting: May 3, 2018: The Zoning Board of Appeals recommended to approve the following zoning relief:

1. Conditional Use for an electric message center sign.

2. Variation to increase the size of a sign from 24 sq. ft. to approximately 264 sq. ft. (132 sq. ft. per face).

3. Variation to increase the height of a ground sign from 6 feet to approximately 20 feet.

4. A variation to reduce the front yard setback from 15 feet to approximately 2 feet for a sign replacement

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition # Z17-056 Wheaton PD dated March 8, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the electronic message center sign shall be lit only between the hours of 6:00 AM to 10:00 PM each day of the week.

4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

ZBA VOTE (to approve): 5 Ayes, 0 Nays, 2 Absent

FINDINGS OF FACT:

1. That petitioner testified that they seek the subject zoning relief to allow them to erect a new identification sign on the subject property.

2. That petitioner testified that the subject property is the Arrow Head Wheaton Park District public golf course (s) with ancillary restaurant and banquet facility that sits on over 300 acres of land.

3. That petitioner testified that the subject golf course is flanked by DuPage County Forest Preserve district property consisting of over 1,500 acres of land.
4. That petitioner testified that the adjacent DuPage County Forrest Preserve property to the east has approximately 5,600 feet of frontage on Butterfield Road between Naperville Road to the east and the entrance to the Golf Course Property and to the west approximately 2,000 feet of frontage along Butterfield Road between Herrick Road to the west and the entrance to the Golf Course Property.

5. That petitioner testified that the Butterfield Road to the north of the property carries approximately 25,000 to 30,000 vehicles per day with a posted speed limit of 50 miles per hour.

6. That petitioner testified that because of the large expanses of open space flanking the Golf Course coupled with the large amount of traffic traversing along the stretch of roadway at a higher rate of speed, patrons of the golf course often pass the entrance to the golf course, or think the facility is part of the DuPage County Forrest Preserve, or think that the Golf Course is a private facility given the size and scope of the facility and the architectural elements and features of the club house.

7. As such, petitioner seeks the subject zoning relief to better identify the golf course and its amenities to better facilitate safe and reasonable access to the site and to identify the property as a public park district facility that is open to the general public.

8. That petitioner testified that the sign contractor has identified the type of sign being proposed as one which will adequately enable patrons to see the sign in such a wide expanse of open space both in terms of its height, size and location on the property at the entrance of the intersection of Butterfield Road and the drive access to the facility.

STANDARDS FOR CONDITIONAL USES AND VARIATIONS:

1. That the Zoning Board of Appeals finds that petitioner has demonstrated that the granting of the Conditional Use is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County’s comprehensive plan for development; and specifically that the granting of the Conditional Use will not:

a. Impair an adequate supply of light and air to the adjacent property as petitioner has demonstrated that the proposed sign will be located on property that exceeds 300 acres in size, is located adjacent to over 1500 acres of open space operated by the County Forrest Preserve District and is located adjacent to a 6 lane limited access highway Illinois Rt. 56 (Butterfield Rd).
b. Increase the hazard from fire or other dangers to said property as petitioner has demonstrated that the proposed sign will be constructed to all county codes and is located at least 150 feet from the nearest building.

c. Diminish the value of land and buildings throughout the County as petitioner has demonstrated that

d. Unduly increase traffic congestion in the public streets and highways as petitioner has demonstrated that the proposed sign will facilitate better access to the property from the limited access highway as it will enable patrons to more clearly know where the facility is located and where to access the facility.

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<table>
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<tr>
<th>OWNER</th>
<th>WHEATON PARK DISTRICT 102 E WESLEY ST WHEATON IL 60187</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS/LOCATION</td>
<td>26W151 BUTTERFIELD RD, WHEATON</td>
</tr>
<tr>
<td>PIN</td>
<td>05-31-200-008</td>
</tr>
<tr>
<td>TWSP./CTY. BD. DIST.</td>
<td>Milton District 4</td>
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<tr>
<td>ZONING/LUP</td>
<td>R-2 SF 0-5 DU AC</td>
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<tr>
<td>AREA</td>
<td>OVER 300 ACREANS</td>
</tr>
<tr>
<td>UTILITIES</td>
<td>Sewer and Water</td>
</tr>
<tr>
<td>PUBLICATION DATE</td>
<td>Daily Herald: December 27, 2017</td>
</tr>
<tr>
<td>PUBLIC HEARING</td>
<td>March 8, 2018</td>
</tr>
</tbody>
</table>

| ADDITIONAL INFORMATION:        | No Objection.                                        |
| Building:                      | No Objection.                                        |
| DUDOT:                         | No Comments.                                         |
| Health:                        | No Objection.                                        |
| Stormwater:                    | No Objection.                                        |
| Public Works:                  | No Objection.                                        |
| EXTERNAL:                      |                                                       |
| Milton Township:               | No Objection.                                        |
| IDOT                           | No Comments.                                         |
### GENERAL BULK REQUIREMENTS:

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</tr>
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<td>20 feet</td>
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### LAND USE

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<td>Golf Course</td>
<td>0-5-DU AC</td>
</tr>
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<td>North</td>
<td>Rt. 56 Butterfield Rd and Beyond R-4 SF</td>
<td>Single family homes</td>
<td>0-5-DU AC</td>
</tr>
<tr>
<td>South</td>
<td>R-2 SF</td>
<td>Forest Preserve Dist.</td>
<td>0-5-DU AC</td>
</tr>
<tr>
<td>East</td>
<td>R-2 SF</td>
<td>Forest Preserve Dist.</td>
<td>0-5-DU AC</td>
</tr>
<tr>
<td>West</td>
<td>R-2 SF</td>
<td>Forest Preserve Dist.</td>
<td>0-5-DU AC</td>
</tr>
</tbody>
</table>

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**Diagram:**

- **12.08.2017**
- **Attachment:** Z17-056 (DC-O-0027-18 : Z17-056 Wheaton Park Dist)
For size comparison.

10.24.2017
Proposed sign size comparisons.
April 12, 2018

DuPage County Zoning Board of Appeals
421 N. County Farm Rd.
Wheaton, IL 60187

Dear Board Members,

The Wheaton Park District appreciates your time and support in allowing us to construct a sign and message center at the entrance to the Arrowhead Golf Club. We feel this sign will greatly increase awareness of this great asset to our community and surrounding areas.

Based on guidance from DuPage County Building and Zoning staff, the Park District would like to request the following hours of illumination for the sign’s message center: 6:00 a.m. to 10:00 p.m. each day of the week. We feel that this time frame of illumination will be respectful to our neighbors while still enabling us to get out the Arrowhead “message”.

Thank you for your consideration in this matter.

Sincerely,

Michael J. Benard
Executive Director
Wheaton Park District
ORDINANCE
Zoning Petition Z17-056 Wheaton PD (Arrowhead)

WHEREAS, a public hearing was held on March 8, 2018 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 6:00 P.M. before the DuPage County Zoning Board of Appeals and notice of said hearing was duly given; and

WHEREAS, a petition was presented at this hearing requesting the following zoning relief:

1. Conditional Use for an electric message center sign.

2. Variation to increase the size of a sign from 24 sq. ft. to approximately 264 sq. ft. (132 sq. ft. per face).

3. Variation to increase the height of a ground sign from 6 feet to approximately 20 feet.

4. A variation to reduce the front yard setback from 15 feet to approximately 2 feet for a sign replacement, on the property hereinafter described:

PARCEL 1: THAT PART OF LOT 1 OF PLAT NO. 1 OF ARROWHEAD GOLF CLUB RECORDED FEBRUARY 11, 1969 AS DOCUMENT R69-5827 AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH ON THE QUARTER SECTION LINE 110.4 FEET; THEN SOUTH 80 DEGREES EAST OF 574.71 FEET TO A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION THAT IS 555.12 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 90 DEGREES WEST 555.12 FEET TO THE POINT OF BEGINNING IN DU PAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Board of Appeals, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on May 3, 2018 does find as follows:

FINDINGS OF FACT:

1. That petitioner testified that they seek the subject zoning relief to allow them to erect a new identification sign on the subject property.

2. That petitioner testified that the subject property is the Arrow Head Wheaton Park District public golf course(s) with ancillary restaurant and banquet facility that sits on over 300 acres of land.
3. That petitioner testified that the subject golf course is flanked by DuPage County Forest Preserve district property consisting of over 1,500 acres of land.

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7. As such, petitioner seeks the subject zoning relief to better identify the golf course and its amenities to better facilitate safe and reasonable access to the site and to identify the property as a public park district facility that is open to the general public.

8. That petitioner testified that the sign contractor has identified the type of sign being proposed as one which will adequately enable patrons to see the sign in such a wide expanse of open space both in terms of its height, size and location on the property at the entrance of the intersection of Butterfield Road and the drive access to the facility.

**STANDARDS FOR CONDITIONAL USES AND VARIATIONS:**

1. That the Zoning Board of Appeals finds that petitioner has demonstrated that the granting of the Conditional Use is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County’s comprehensive plan for development; and specifically that the granting of the Conditional Use will not:

   a. Impair an adequate supply of light and air to the adjacent property as petitioner has demonstrated that that the proposed sign will be located on property that exceeds 300 acres in size, is located adjacent to over 1500 acres of open space operated by the County Forrest Preserve District and is located adjacent to a 6-lane limited access highway Illinois Rt. 56 (Butterfield Rd).

   b. Increase the hazard from fire or other dangers to said property as petitioner has demonstrated that the proposed sign will be constructed to all county codes and is located at least 150 feet from the nearest building.
c. Diminish the value of land and buildings throughout the County as petitioner has demonstrated that

d. Unduly increase traffic congestion in the public streets and highways as petitioner has demonstrated that the proposed sign will facilitate better access to the property from the limited access highway as it will enable patrons to more clearly know where the facility is located and where to access the facility.

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**OWNER**  
WHEATON PARK DISTRICT 102 E WESLEY ST WHEATON IL 60187

**ADDRESS/LOCATION**  
26W151 BUTTERFIELD RD, WHEATON

**PIN**  
05-31-200-008

**TWSP./CTY. BD. DIST.**  
Milton District 4

**ZONING/LUP**  
R-2 SF 0-5 DU AC

**AREA**  
OVER 300 ACRES

**UTILITIES**  
Sewer and Water

**PUBLICATION DATE**  
Daily Herald: December 27, 2017

**PUBLIC HEARING**  
March 8, 2018

**ADDITIONAL INFORMATION:**  
No Objection.

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<tr>
<th>Building:</th>
<th>No Objection</th>
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<tbody>
<tr>
<td>DUDOT:</td>
<td>No Comments</td>
</tr>
<tr>
<td>Health:</td>
<td>No Objection.</td>
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<td>Stormwater:</td>
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<td>Public Works:</td>
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**EXTERNAL:**  
Milton Township: No Objection.

**IDOT**  
No Comments

**GENERAL BULK REQUIREMENTS:**

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<td>15 feet</td>
<td>2 feet</td>
</tr>
<tr>
<td>Sides and rear</td>
<td>20 feet</td>
<td>500 plus feet</td>
</tr>
</tbody>
</table>
WHEREAS, the Zoning Board of Appeals, having considered in relation to the above and at the recommendation meeting held on May 3, 2018 recommends to approve the following zoning relief:

1. Conditional Use for an electric message center sign.

2. Variation to increase the size of a sign from 24 sq. ft. to approximately 264 sq. ft. (132 sq. ft. per face).

3. Variation to increase the height of a ground sign from 6 feet to approximately 20 feet.

4. A variation to reduce the front yard setback from 15 feet to approximately 2 feet for a sign replacement

**Subject to the following conditions:**

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition # **Z17-056 Wheaton PD** dated March 8, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the electronic message center sign shall be lit only between the hours of 6:00 AM to 10:00 PM each day of the week.

4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

WHEREAS, the County Board Development Committee on May 15, 2018, considered the above findings and recommendations of the Zoning Board of Appeals and recommends to concur with the findings and recommends to approve the following zoning relief:

1. Conditional Use for an electric message center sign.

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**LAND USE**

<table>
<thead>
<tr>
<th>Location</th>
<th>Zoning</th>
<th>Existing Use</th>
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</tbody>
</table>
2. Variation to increase the size of a sign from 24 sq. ft. to approximately 264 sq. ft. (132 sq. ft. per face).

3. Variation to increase the height of a ground sign from 6 feet to approximately 20 feet.

4. A variation to reduce the front yard setback from 15 feet to approximately 2 feet for a sign replacement.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition # Z17-056 Wheaton PD dated March 8, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the electronic message center sign shall be lit only between the hours of 6:00 AM to 10:00 PM each day of the week.

4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the following zoning relief be granted:

1. Conditional Use for an electric message center sign.

2. Variation to increase the size of a sign from 24 sq. ft. to approximately 264 sq. ft. (132 sq. ft. per face).

3. Variation to increase the height of a ground sign from 6 feet to approximately 20 feet.

5. A variation to reduce the front yard setback from 15 feet to approximately 2 feet for a sign replacement, on the property hereinafter described as:

PARCEL 1: THAT PART OF LOT 1 OF PLAT NO. 1 OF ARROWHEAD GOLF CLUB RECORDED FEBRUARY 11, 1969 AS DOCUMENT R69-5827 AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH ON THE QUARTER SECTION LINE 110.4 FEET; THEN SOUTH 80 DEGREES EAST OF 574.71 FEET TO A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION THAT IS 555.12 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 90 DEGREES WEST 555.12 FEET TO THE POINT OFBEGINNING IN DU PAGE COUNTY, ILLINOIS; and
The Zoning Relief is subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition # Z17-056 Wheaton PD dated March 8, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the electronic message center sign shall be lit only between the hours of 6:00 AM to 10:00 PM each day of the week.

4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

BE IT FURTHER ORDAINED by the County Board of DuPage County, Illinois that should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid; and

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation; WHEATON PARK DISTRICT, 102 E WESLEY ST, WHEATON, IL 60187; and Township Assessor, Milton Township, 1492 N. Main Street, Wheaton, IL 60187.

Enacted and approved this 22nd day of May 2018, A.D.

_______________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

ATTEST: ______________
PAUL HINDS, COUNTY CLERK
MEMORANDUM

TO: DuPage County Board
FROM: DuPage County Development Committee
DATE: May 15, 2018
RE: Z18-018 Rambke (Lisle/District 2)

DuPage County Board: May 22, 2018:

Development Committee: May 15, 2018: The DuPage County Development Committee recommended to approve the following zoning relief:

A Variation to allow reduction in the corner side yard setback from 30’ to approximately 20’ for a new house.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition # Z18-018 Rambke dated May 10, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That in conjunction with the submittal of a building permit the developer provides a landscape plan showing a partial landscape screen around the north side of the house.

4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

DuPage County Development Committee VOTE (to Approve): 5 Ayes, 0 Nays, 1 Absent

Zoning Board of Appeals Meeting: May 10, 2018: The Zoning Board of Appeals recommended to approve the following zoning relief:

A Variation to allow reduction in the corner side yard setback from 30’ to approximately 20’ for a new house.
Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition # Z18-018 Rambke dated May 10, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That in conjunction with the submittal of a building permit the developer provides a landscape plan showing a partial landscape screen around the north side of the house.

4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

ZBA VOTE (to Approve): 6 Ayes, 0 Nays, 1 Absent

FINDINGS OF FACT:

1. That petitioner testified that they purchased the subject property with an existing home on same in 2009. Since the time of purchase petitioners have had serious flooding issues with their existing home; to wit:

   - October 2009 — home purchased by the Rambke’s, the current owners
   - February 2010 — Rambke’s cited by the DuPage Co. Health Department that septic was failing
   - June 2010 — First flood caused by septic failure and storm water
   - July/August 2010 — Tied into city sewer, installed ejector pit and pump system, rehabbed lower level
   - 2010-2013 — various occasions where external sump pumps were used to keep water from entering the home (2-3 per year)
   - April 2013 — Second major flood; four external sump pumps were running to keep water out but this failed; opened flood insurance claim
   - August 2014 — After meetings with the county and ES1 survey/study, the county worked with Lisle Township to install a box culvert and re-grade our ditches to improve water flow around the property; this enraged our neighbors to the south and we have not been friendly since
   - July 2016 — Third flood; this flood destroyed only one room (the addition) and we did not claim in on our flood insurance. We did not rehab this room and it is now storage. We discovered shortly after this flood that our neighbor had re-graded his property while we were on vacation, essentially creating a berm between the property lines; they were cited by the county and removed the dirt later that fall
   - October 2017 — Fourth flood; opened flood insurance claim and began meeting with the county again
   - February 2018 — Fifth flood; damage was minimal so we are not filing an insurance claim
2. In addition, Petitioner has provided the following information relative to additional actions taken by themselves and others in attempts to alleviate flooding of the home to no avail; to wit:

In October of 2009, we purchased the home at 5701 Elinor Ave. Downers Grove, IL 60516. The previous homeowners disclosed one prior flood during what they said was a 100 year storm event. We purchased the home to enable us to live with my disabled father, and mother who is his caregiver following an accident in 2006. The downstairs has a walk out basement to provide him with wheelchair access with two separate bedroom areas; this is an incredibly difficult type of home to find – options are few and far between.

During the first month that we lived at this property, we had heard that it was one of the rainiest October’s on record, and that was evident by the amount of pooling water in our back yard, which we had not anticipated. We also noticed a sewer/septic smell in and out of the house. In February of 2010, we were cited by the DuPage County Health Department that our septic system had failed and that we needed to tie into the sewer.

Plans were made to do this, however, it was also an incredibly rainy spring and we unfortunately flooded in a major way before any of the work could even begin in early June. We did not have flood insurance at this time. Flood mitigation, permits, and getting access to the city sewer cost us just under $50,000 and we had not even lived there for a year. During the mitigation, my parents were displaced for 6 months as they were unable to live on the first floor.

During this time, we had a great deal of difficulty with our insurance company. We were dropped by our insurance company and were forced to take on the Illinois State backed plan and paid $600 a month for homeowner’s insurance. Working through all of that, we discovered that the previous owners did not disclose that they had also flooded a second time while living at the property. We sued them and settled for a low amount (it didn’t even cover the cost of the permit to tie into the sewer) as we did not want to exhaust the time, effort and more money needed to take them to trial.

The Health Department of DuPage County worked on a plan with a septic company, and we tied into the sewer, and also installed an elaborate ejector pit and pump system. Because of the heavy rains, it was clear that the septic system failing is not our only issue; our back yard is essentially a bowl, and all of the storm water from every direction is diverted to our property. The new system was not enough, however. Intermittently, we had to put 1-2 external sump pumps outside when water levels were high to help avoid flooding. In the beginning, I believe this happened at least 2-3 times per year, where it helped us prevent flooding.

However, in April of 2013, we flooded again. We had four external pumps going during this storm because there was lots of warning. Two were large commercial grade pumps that we rented, and

The box culvert, which was put in in August 2014 I believe, did effectively do its job in that the ditches drain much more quickly than in the past. Water used to stand for weeks after a major storm, which was causing a potential health risk during the summer because it attracted mosquitoes. However, the culvert is not regularly maintained and does have a lot of leaf/debris back up that may prevent the flow of water. I have only seen Lilie Township clean it once in the years it has been there. Furthermore, the real issue is the drainage directly into our yard from the east and south, which DuPage county will not assist with as it is on private property.
3. That petitioner testified that they seek to remove the existing house that constantly floods and build a new house on slab, (i.e. no basement) and build the home north of the drainage and site specific floodplain on the south side of the property.

4. That petitioner testified that in order to build a new house they seek a variation in the corner side yard setback from 30 feet to approximately 20 feet to ensure that the house can be moved to a location completely clear of the site specific floodplain and to take advantage of the higher existing ground and grade of the property.

STANDARDS FOR VARIATIONS:

1. That the Zoning Board of Appeals finds that petitioner has demonstrated that the granting of the Variation is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County’s comprehensive plan for development.

2. That the Zoning Board of Appeals finds that petitioner has demonstrated the granting of the Variation will not:

   a. Impair an adequate supply of light and air to the adjacent property as petitioner has demonstrated that the proposed variation in corner side yard will allow them to move the home further away from adjacent buildings on property to the south and east and allow for better attenuation of drainage on the south side of the property free and clear of any encumbrances and the existing home encumbrance which will be removed.

   b. Increase the hazard from fire or other dangers to said property as petitioner has demonstrated that the proposed new development will comply with all other
codes of the county and as the home will be built on slab and flood proofed the home will exceed normal building and fire code requirements.

c. Diminish the value of land and buildings throughout the County as petitioner has demonstrated that the proposed development will alleviate an existing condition which currently renders the home on the property less valuable and will replace same with a new home out of the site specific floodplain creating value for the property and neighborhood.

d. Increase the potential for flood damages to adjacent property as petitioner has demonstrated that the proposed development will substantially decrease and potentially eliminate altogether the existing level of flood damage to the buildings on the property and damage on the site as the old home will be removed in place a new home built on slab outside of the site specific floodplain and drainage way.

e. Incur additional public expense for flood protection, rescue or relief as petitioner has demonstrated that the proposed development will eliminate the current need for public expanse to alleviate existing conditions as the new home will be located outside of the site specific flood plain and drainage area and no longer will the owners require flood insurance and thus eliminate any claims for flood damage.

### PETITIONER’S DEVELOPMENT FACT SHEET

**GENERAL ZONING CASE INFORMATION**

<table>
<thead>
<tr>
<th>CASE#/PETITIONER</th>
<th>Z18-018 Rambke</th>
</tr>
</thead>
<tbody>
<tr>
<td>ZONING REQUEST</td>
<td>Variation to allow corner side yard setback variance from 30’ to approximately 20’.</td>
</tr>
<tr>
<td>OWNER</td>
<td>NICK &amp; KARA RAMBKE 5701 ELINOR AVENUE, DOWNERS GROVE, IL 60516</td>
</tr>
<tr>
<td>ADDRESS/LOCATION</td>
<td>5701 ELINOR AVENUE, DOWNERS GROVE, IL 60516</td>
</tr>
<tr>
<td>PIN</td>
<td>08-13-111-016</td>
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<tr>
<td>TWP./CTY. BD. DIST.</td>
<td>Lisle Dist. 2</td>
</tr>
<tr>
<td>ZONING/LUP</td>
<td>R–4 SF RES</td>
</tr>
<tr>
<td>AREA</td>
<td>.46 Ac (20,037 sq. ft.)</td>
</tr>
<tr>
<td>UTILITIES</td>
<td>Water and Sewer</td>
</tr>
<tr>
<td>PUBLICATION DATE</td>
<td>Daily Herald: April 23, 2018</td>
</tr>
<tr>
<td>PUBLIC HEARING</td>
<td>May 10, 2018</td>
</tr>
</tbody>
</table>

### ADDITIONAL INFORMATION:

Building: No Objections.

DUDOT: The DuPage County Division of Transportation has no jurisdictional authority over the subject property adjacent roadway right-of-way and defers its review to the highway jurisdictional authority. See attached documentation.

Health: No Objections.
### Stormwater:
No Objection/Concerns with the concept of the petition. Additional information may be required at time of permit application.

### Public Works:
No Objections. We are not the water or sewer provided for them. However, they have numerous reported flooding issues on their property. Any potential development should address that issue.

### EXTERNAL:

<table>
<thead>
<tr>
<th>Location</th>
<th>Zoning</th>
<th>Existing Use</th>
<th>LUP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forest Preserve</td>
<td></td>
<td>No Objections.</td>
<td></td>
</tr>
<tr>
<td>Village of Downers</td>
<td></td>
<td>Objects. See attached documentation.</td>
<td></td>
</tr>
<tr>
<td>Grove Community</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Development</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Township</td>
<td></td>
<td>No Comments.</td>
<td></td>
</tr>
<tr>
<td>Lisle Township</td>
<td></td>
<td>No Objection/Concerns with the concept of the petition. Additional information may be required at time of permit application.</td>
<td></td>
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<tr>
<td>Highway</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Dist.</td>
<td></td>
<td>No Comments.</td>
<td></td>
</tr>
<tr>
<td>Sch. Dist. 58</td>
<td></td>
<td>No Objections.</td>
<td></td>
</tr>
</tbody>
</table>

### GENERAL BULK REQUIREMENTS:

<table>
<thead>
<tr>
<th>REQUIREMENTS</th>
<th>REQUIRED</th>
<th>EXISTING</th>
<th>PROPOSED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front Yard:</td>
<td>30 FEET</td>
<td>Approx. 35 FEET</td>
<td>Approx. 30 FEET</td>
</tr>
<tr>
<td>Int. Side Yard:</td>
<td>10 FEET</td>
<td>Approx. 14 FEET</td>
<td>Approx. 31.33 FEET</td>
</tr>
<tr>
<td>Corner Side Yard:</td>
<td>30 FEET</td>
<td>Approx. 30 FEET</td>
<td>Approx. 20 FEET</td>
</tr>
<tr>
<td>Rear Yard:</td>
<td>25 FEET</td>
<td>Approx. 102 FEET</td>
<td>Approx. 127.59 FEET</td>
</tr>
</tbody>
</table>
April 27, 2018

Ms. Jessica Infelise
DuPage County Building & Zoning Dept.
421 N. County Farm Road
Wheaton, IL 60187

Re: 5701 Elinor (Variation Petition Z18-018)

Dear Ms. Infelise,

Thank you for the opportunity to perform a review of the plans for the above referenced setback variation request at 5701 Elinor. The Village of Downers Grove has an opinion in this matter because of the subject property’s close proximity to the municipal boundary, and location within the Village’s planning area.

After careful review, staff at the Village of Downers Grove does not find that the requested relief meets the burden of “practical difficulties” or “particular hardships” (per Section 37-1411 of the DuPage County Zoning Ordinance). The petitioner has multiple options to address flooding concerns while meeting the 30-foot setback requirements. Possible options are to grade the property at time of new construction, shifting the depressional area, or to floodproof the home using fill around the house. Such options should be considered before seeking a variation.

Also, staff finds that reducing the required streetyard setback from 30 feet to 20 feet is not “in harmony with the general purpose and intent of the Zoning Ordinance” since the setback reduction would noticeably vary from the existing characteristics of the immediate neighborhood.

If I can be of further assistance, please do not hesitate to contact me at 630.434.5520 or rleitschuh@downtowns.us.

Sincerely,

Rebecca Leitschuh, AICP
Planning Manager
Community Development Department

Cc: Mike Levan, Village of Downers Grove Stormwater Administrator
Information Submitted by Petitioner:

Brief Description of Flood Events at 5701 Elinor Ave.

- October 2009 — home purchased by the Rambke's, the current owners
- February 2010 — Rambke's cited by the DuPage Co. Health Department that septic was failing
- June 2010 — First flood caused by sump failure and storm water
- July/August 2010 — Tied into city sewer, installed ejector pit and pump system, rehabbed lower level
- 2010-2013 — various occasions where external sump pumps were used to keep water from entering the home (2-3 per year)
- April 2013 — Second major flood; four external sump pumps were running to keep water out but this failed; opened flood insurance claim
- August 2014 — After meetings with the county and SEI survey/study, the county worked with Lisle Township to install a box culvert and re-grade our ditches to improve water flow around the property; this enraged our neighbors to the south and we have not been friendly since
- July 2016 — Third flood; this flood destroyed only one room (the addition) and we did not claim in on our flood insurance. We did not rehab this room and it is now storage. We discovered shortly after this flood that our neighbor had re-graded his property while we were on vacation, essentially creating a berm between the property lines; they were cited by the county and removed the dirt later that fall
- October 2017 — Fourth flood; opened flood insurance claim and began meeting with the county again
- February 2018 — Fifth flood; damage was minimal so we are not filing an insurance claim

Kara Rambke, Owner
block in place of the sale of the property which would continue to have the ramifications of continuous flooding no matter the owner which in turn leaves the door open to a perpetual cycle of litigation involving the county and probably numerous other entities. I’ve been witness to the hardships and increasingly irreversible costs to the lives of a valued family in the community. I do not know the financial planning details of my neighbors, but anyone with two eyes can see the experiences the Rambles have faced have certainly affected not only their livelihood, but their ability to retire. No one should have to live their lives in fear with each precipitation cycle that their savings will dwindle with yet another flooding event and the costs associated.

In closing I ask that you, as a firm, government office, or other entity, have compassion and empathy with and for this family by reducing or eliminating the costs associate with permitting, review, and inspection or other fees in regards to any rebuild they may be approved for. It is my firm belief that this family has been through enough and should be recognized and allowed some leniency.

Thank you for your time,

Michael R Novotny Jr. LUTCF
3-20-18
2437 College Road
Downers Grove IL 60516

Joanna L Roeh
Notary Public - State of Illinois
My Commission Expires Jan 21, 2021
4-4-18
March 20, 2018

To Whom it May Concern:

We are unincorporated Lisle Township residents who live at 5702 Elinor Avenue in Downers Grove. We live directly across the street from the Rambke family.

They have informed us that they have to complete a Hardship Application in order to do a re-build on their home. It's our understanding that the main reason they want to do a re-build is because they have struggled with significant flooding on their property for many years. We can't give you an exact timeline of flooding events they have experienced or an exact breakdown of steps they have taken in an effort to alleviate their problem but we can give you some insight into the drainage situation as a whole in our little corner of the neighborhood.

With significant rain events in our area, the ditches of the homes in the area fill with water and the water remains there for many days. It seems like there is a problem getting that water in the ditches to flow wherever it needs to flow in order to leave the ditches. Also, we have a "creek" that runs east-west through the south side of our property. There is usually a trickle of water about a foot or so wide running through the "creek". On significant rain events the width of our creek grows to 12 or so feet. There has been so much water in the "creek" that our children have tubed down it. When there is that much water it usually drains away within a day's time but in that time we know the damage has been done on the Rambke property.

After rain, their backyard holds so much standing water that they end up with a "lake" in their backyard. Most times these "lakes" end up flooding their basement level. This has happened several times we can think of and the proof of that for us isn't only seeing it with our own eyes but it is also the arrival of the trucks and vans of the companies the Rambke's have to hire to help them get rid of the water, tear out the damaged carpet/drywall/etc., and put their basement back together.

The Rambke's have told us that they have installed a significant pump system and, from what we can tell, it has been unable to keep up with the amount of water they get on their property.
A new culvert was installed under Elinor Avenue and a drain was installed in the easement just west of the culvert. Before these installations there was significant pooling of water in that area. So much so that one year our daughters had a blast playing with the thousands of tadpoles that were living in the pool. While that pooling has diminished as a result of the installations, water continues to pool in that area. For some reason the water doesn't seem to flow well in that area - like the flow is restricted or interrupted somehow. Perhaps that enhances the flooding on the Rambke property?

It has been awful watching our neighbors struggle with significant flooding since they moved in. We hope this letter outlining water issues in our neighborhood helps our neighbors move forward with their Hardship Application, ensures the rebuild of their home and enables them to enjoy a future in a home in which they don't have anxiety when they see rain is in the forecast.

Dane and Kara Svoboda  
5702 Elinor Avenue  
Downers Grove, IL 60516
April 3, 2018

Dear:

We are your neighbors Nick and Kara Rambke living at 5701 Elinor Avenue, Downers Grove, Illinois 60516.

We are requesting a 33% administrative variation from DuPage County to allow us to build a house with a 20 foot side yard setback from College Road instead of a 30 foot side yard setback for primary structure on corner lot.

The zoning request is 33% or less of the DuPage County Zoning Code requirements. The 33% administrative variation is to the R-4 side yard 30 foot setback requirement for a primary residential structure on corner lot as stated in the DuPage County Zoning Code 37-704.04.

If my immediate neighbors approve of the proposed variation request.

As such, if you do not object to the 33% administrative variation please sign below:

I, ____________________________,
residing at ____________________
                                                                                                                                                        5702 Elinor Ave, Downers Grove

Immediately adjacent to the subject property herein do not object to a 33% administrative variation to allow a house to be built with a 20 foot side yard setback instead of a 30 side yard setback for a primary residential structure on a corner lot.

Immediate Neighbor:              Name: ____________________________
Signed: ____________________________
Street: ____________________________
City, State, Zip: ____________________________, 60516
Phone: ____________________________

Owner Seeking Zoning Request:

Nick and Kara Rambke
2701 Elinor Avenue
Downers Grove, Illinois 60516
Kara_rambke@live.com

Notary Public:

[Signature]
Joanna L. Hoch
Office #251
Notary Public - State of Illinois
My Commission Expires 02/26/21

04-06-18

10-7
April 3, 2018

Dear:

We are your neighbors Nick and Kara Rambke living at 5701 Ellnor Avenue, Downers Grove, Illinois 60516.

We are requesting a 33% administrative variation from DuPage County to allow us to build a house with a 20 foot side yard setback from College Road instead of a 30 foot side yard setback for primary structure on corner lot.

The zoning request is 33% or less of the DuPage County Zoning Code requirements. The 33% administrative variation is to the R-4 side yard 30 foot setback requirement for a primary residential structure on corner lot as stated in the DuPage County Zoning Code 37-704.04.

If my immediate neighbors approve of the proposed variation request.

As such, if you do not object to the 33% administrative variation please sign below:

1. James Williams & Shirley Williams
   residing at 2474 College Rd, Downers Grove, IL 60516
   immediately adjacent to the subject property herein do not object to a 33% administrative variation to allow a house to be built with a 20 foot side yard setback instead of a 30 foot yard setback for a primary residential structure on a corner lot.

Immediate Neighbor: Name: James & Shirley Williams
Signed: James Williams, Shirley Williams
Street: 2474 College Rd
City, State, Zip: Downers Grove, IL 60516
Phone: 630-963-5723

Owner Seeking Zoning Request:
Nick and Kara Rambke
2701 Ellnor Avenue
Downers Grove, Illinois 60516
Kara_rambke@live.com

Notary Public:

[Notary Stamp]

04-06-18
Jed and Kathleen Ramsey
2394 College Road, Downers Grove, IL 60516

March 19, 2018

To whom it may concern:

We are writing this letter to inform you of our continued concerns regarding the amount of water that is present in our area both above ground and under. We have currently been living in our home for nearly 8 years and in that time we have gone through five sump pumps. This is simply due to the fact that with the two wells we have in our basement, both pumps are constantly pumping our water. The motors cannot keep up with the constant running and burn out. In addition, the ditch front of our house (which runs parallel to College Road) always has standing water in it. The water will be there even in the dry spells of summer when rain is scarce.

We also empathize with the Rambke family. Their property is down elevation from us. So when rain occurs, the ground that seems to be permanently saturated forces their property to flood. If there home could be moved to a higher spot within their property, this would alleviate significant concerns that would come about with flooding.

Sincerely,

Mr. Jed Ramsey

Mrs. Kathleen Ramsey

[Signature]

[Signature]

JOANNA L. KOCH
Notary Public – State of Illinois
My Commission Expires: Jan 19, 2021

4-4-18
ORDINANCE
Zoning Petition Z18-018 Rambke

WHEREAS, a public hearing was held on May 10, 2018 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 6:00 P.M. before the DuPage County Zoning Board of Appeals and notice of said hearing was duly given; and

WHEREAS, a petition was presented at this hearing requesting the following zoning relief:

A Variation to allow reduction in the corner side yard setback from 30’ to approximately 20’ for a new house, on the property hereinafter described:

THE NORTH 100 FEET (EXCEPT THE EAST 100 FEET THEREOF) OF LOT 42 IN THE FIRST ADDITION TO BELMONT PARK, BEING A SUBDIVISION OF PART OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED DECEMBER 1, 1922 AS DOCUMENT 161104, IN DUPAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Board of Appeals, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on May 10, 2018 does find as follows:

FINDINGS OF FACT:
1. That petitioner testified that they purchased the subject property with an existing home on same in 2009. Since the time of purchase petitioners have had serious flooding issues with their existing home; to wit:

- October 2009 – home purchased by the Rambke’s, the current owners
- February 2010 – Rambke’s cited by the DuPage Co. Health Department that septic was failing
- June 2010 – First flood caused by septic failure and storm water
- July/August 2010 – Tied into city sewer, installed ejector pit and pump system, rehabbed lower level
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- April 2013 – Second major flood; four external sump pumps were running to keep water out but this failed; opened flood insurance claim
- August 2014 - After meetings with the county and ESRI survey/study, the county worked with Lisle Township to install a box culvert and re-grade our ditches to improve water flow around the property; this enraged our neighbors to the south and we have not been friendly since
- July 2016 – Third flood; this flood destroyed only one room (the addition) and we did not claim in on our flood insurance. We did not rehab this room and it is now storage. We discovered shortly after this flood that our neighbor had re-graded his property while we were on vacation, essentially creating a barb between the property lines; they were cited by the county and removed the dirt later that fall
- October 2017 – Fourth flood; opened flood insurance claim and began meeting with the county again
- February 2018 – Fifth flood; damage was minimal so we are not filling an insurance claim
2. In addition, Petitioner has provided the following information relative to additional actions taken by themselves and others in attempts to alleviate flooding of the home to no avail; to wit:

   In October of 2009, we purchased the home at 5701 Elinor Ave. Downers Grove, IL 60516. The previous homeowners disclosed one prior flood during what they said was a 100 year storm event. We purchased the home to enable us to live with my disabled father, and mother who is his caregiver following an accident in 2006. The downstairs has a walk out basement to provide him with wheelchair access with two separate bedroom areas; this is an incredibly difficult type of home to find – options are few and far between.

   During the first month that we lived at this property, we had heard that it was one of the rainiest October’s on record, and that was evident by the amount of pooling water in our back yard, which we had not anticipated. We also noticed a sewer/septic smell in and out of the house. In February of 2010, we were cited by the DuPage County Health Department that our septic system had failed and that we needed to tie into the sewer.

   Plans were made to do this, however, it was also an incredibly rainy spring and we unfortunately flooded in a major way before any of the work could even begin in early June. We did not have flood insurance at this time. Flood mitigation, permits, and getting access to the city sewer cost us just under $50,000 and we had not even lived there for a year. During the mitigation, my parents were displaced for 6 months as they were unable to live on the first floor.

   During this time, we had a great deal of difficulty with our insurance company. We were dropped by our insurance company and were forced to take on the Illinois State backed plan and paid $600 a month for homeowner's insurance. Working through all of that, we discovered that the previous owners did not disclose that they had also flooded a second time while living at the property. We sued them and settled for a low amount (it didn't even cover the cost of the permit to tie into the sewer) as we did not want to exhaust the time, effort and more money needed to take them to trial.

   The Health Department of DuPage County worked on a plan with a septic company, and we tied into the sewer, and also installed an elaborate ejector pit and pump system. Because of the heavy rains, it was clear that the septic system failing is not our only issue; our back yard is essentially a bowl, and all of the storm water from every direction is diverted to our property. The new system was not enough, however. Intermittently, we had to put 1-2 external sump pumps outside when water levels were high to help avoid flooding. In the beginning, I believe this happened at least 2-3 times per year, where it helped us prevent flooding.

   However, in April of 2013, we flooded again. We had four external pumps going during this storm because there was lots of warning. Two were large commercial grade pumps that we rented, and

   The box culvert, which was put in in August 2014 I believe, did effectively do its job in that the ditches drain much more quickly than in the past. Water used to stand for weeks after a major storm, which was causing a potential health risk during the summer because it attracted mosquitoes. However, the culvert is not regularly maintained and does have a lot of leaf/debris back-up that may prevent the flow of water. I have only seen Usle Township clean it once in the years it has been there. Furthermore, the real issue is the drainage directly into our yard from the east and south, which DuPage county will not assist with as it is on private property.
3. That petitioner testified that they seek to remove the existing house that constantly floods and build a new house on slab, (i.e. no basement) and build the home north of the drainage and site specific floodplain on the south side of the property.

4. That petitioner testified that in order to build a new house they seek a variation in the corner side yard setback from 30 feet to approximately 20 feet to ensure that the house can be moved to a location completely clear of the site specific floodplain and to take advantage of the higher existing ground and grade of the property.

STANDARDS FOR VARIATIONS:

1. That the Zoning Board of Appeals finds that petitioner has demonstrated that the granting of the Variation is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County’s comprehensive plan for development.

2. That the Zoning Board of Appeals finds that petitioner has demonstrated the granting of the Variation will not:

   a. Impair an adequate supply of light and air to the adjacent property as petitioner has demonstrated that the proposed variation in corner side yard will allow them to move the home further away from adjacent buildings on property to the south and east and allow for better attenuation of drainage on the south side of the property free and clear of any encumbrances and the existing home encumbrance which will be removed.

   b. Increase the hazard from fire or other dangers to said property as petitioner has demonstrated that the proposed new development will comply with all other codes of the county and as the home will be built on slab and flood proofed the home will exceed normal building and fire code requirements.

   c. Diminish the value of land and buildings throughout the County as petitioner has demonstrated that the proposed development will alleviate an existing condition
which currently renders the home on the property less valuable and will replace same with a new home out of the site specific floodplain creating value for the property and neighborhood.

d. Increase the potential for flood damages to adjacent property as petitioner has demonstrated that the proposed development will substantially decrease and potentially eliminate altogether the existing level of flood damage to the buildings on the property and damage on the site as the old home will be removed in place a new home built on slab outside of the site specific flood plain and drainage way.

e. Incur additional public expense for flood protection, rescue or relief as petitioner has demonstrated that the proposed development will eliminate the current need for public expanse to alleviate existing conditions as the new home will be located outside of the site specific flood plain and drainage area and no longer will the owners require flood insurance and thus eliminate any claims for flood damage.

<table>
<thead>
<tr>
<th>GENERAL ZONING CASE INFORMATION</th>
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<tbody>
<tr>
<td><strong>CASE #:PETITIONER</strong></td>
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<tr>
<td><strong>ZONING REQUEST</strong></td>
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<tr>
<td><strong>OWNER</strong></td>
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<tr>
<td><strong>ADDRESS/LOCATION</strong></td>
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<td><strong>PIN</strong></td>
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<td><strong>TWSP./CTY. BD. DIST.</strong></td>
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<td><strong>ZONING/LUP</strong></td>
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<td><strong>AREA</strong></td>
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<td><strong>UTILITIES</strong></td>
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<td><strong>PUBLICATION DATE</strong></td>
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<td><strong>PUBLIC HEARING</strong></td>
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<td><strong>ADDITIONAL INFORMATION:</strong></td>
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<tr>
<td>Building:</td>
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<td>DUDOT:</td>
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<td>Health:</td>
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<tr>
<td>Stormwater:</td>
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<tr>
<td>Public Works:</td>
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</table>
EXTERNAL:

| Forest Preserve: | No Objections. |
| Village of Downers Grove Community Development | Objects. See attached documentation. |
| Township: | No Comments. |
| Lisle Township Highway: | No Objection/Concerns with the concept of the petition. Additional information may be required at time of permit application. |
| Fire Dist.: | No Comments. |
| Sch. Dist. 58: | No Objections. |

GENERAL BULK REQUIREMENTS:

<table>
<thead>
<tr>
<th>REQUIREMENTS:</th>
<th>REQUIRED</th>
<th>EXISTING</th>
<th>PROPOSED</th>
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</thead>
<tbody>
<tr>
<td>Front Yard:</td>
<td>30 FEET</td>
<td>Approx. 35 FEET</td>
<td>Approx. 30 FEET</td>
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<tr>
<td>Int. Side Yard:</td>
<td>10 FEET</td>
<td>Approx. 14 FEET</td>
<td>Approx. 31.33 FEET</td>
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<tr>
<td>Corner Side Yard:</td>
<td>30 FEET</td>
<td>Approx. 30 FEET</td>
<td>Approx. 20 FEET</td>
</tr>
<tr>
<td>Rear Yard:</td>
<td>25 FEET</td>
<td>Approx. 102 FEET</td>
<td>Approx. 127.59 FEET</td>
</tr>
</tbody>
</table>

LAND USE

<table>
<thead>
<tr>
<th>Location</th>
<th>Zoning</th>
<th>Existing Use</th>
<th>LUP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subject</td>
<td>R-4 SF</td>
<td>House</td>
<td>0-5 DU AC</td>
</tr>
<tr>
<td>North</td>
<td>College Road and beyond R-4 SF</td>
<td>House</td>
<td>0-5 DU AC</td>
</tr>
<tr>
<td>South</td>
<td>R-4 SF</td>
<td>House</td>
<td>0-5 DU AC</td>
</tr>
<tr>
<td>East</td>
<td>R-4 SF</td>
<td>House with Detached Garage</td>
<td>0-5 DU AC</td>
</tr>
<tr>
<td>West</td>
<td>Elinor Avenue and beyond R-4 SF</td>
<td>House</td>
<td>0-5 DU AC</td>
</tr>
</tbody>
</table>

WHEREAS, the Zoning Board of Appeals, having considered in relation to the above and at the recommendation meeting held on May 10, 2018 recommends to approve the following zoning relief:

A Variation to allow reduction in the corner side yard setback from 30’ to approximately 20’ for a new house.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition # Z18-018 Rambke dated May 10, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
3. That in conjunction with the submittal of a building permit the developer provides a landscape plan showing a partial landscape screen around the north side of the house.

4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

WHEREAS, the County Board Development Committee on May 15, 2018, considered the above findings and recommendations of the Zoning Board of Appeals and recommends to concur with the findings and recommends to approve the following zoning relief:

A Variation to allow reduction in the corner side yard setback from 30’ to approximately 20’ for a new house.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition # Z18-018 Rambke dated May 10, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That in conjunction with the submittal of a building permit the developer provides a landscape plan showing a partial landscape screen around the north side of the house.

4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the following zoning relief be granted:

A Variation to allow reduction in the corner side yard setback from 30’ to approximately 20’ for a new house, on the property hereinafter described as:

THE NORTH 100 FEET (EXCEPT THE EAST 100 FEET THEREOF) OF LOT 42 IN THE FIRST ADDITION TO BELMONT PARK, BEING A SUBDIVISION OF PART OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED DECEMBER 1, 1922 AS DOCUMENT 161104, IN DUPAGE COUNTY, ILLINOIS; and

The Zoning Relief is subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition # Z18-018 Rambke dated May 10, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
3. That in conjunction with the submittal of a building permit the developer provides a landscape plan showing a partial landscape screen around the north side of the house.

4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

BE IT FURTHER ORDAINED by the County Board of DuPage County, Illinois that should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid; and

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation; NICK & KARA RAMBKE 5701 ELINOR AVENUE, DOWNERS GROVE, IL 60516; and Township Assessor, Lisle Township, 4721 Indiana Avenue, Lisle, IL 60532.

Enacted and approved this 22nd day of June 2018, A.D.

_______________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

ATTEST: _______________________
PAUL HINDS, COUNTY CLERK
MEMORANDUM

TO: DuPage County Development Committee
FROM: Paul Hoss
DATE: May 10, 2018
RE: CMAP RT. 83 LTA IGA: (Request to proceed)

DuPage County Development Committee; May 15, 2018: Action Item: To approve:

Staffs request to proceed moving forward with the process of the acceptance of a Local Technical Assistance (LTA) grant from the Chicago Metropolitan Agency for Planning (CMAP) which includes the assignment by CMAP of a consulting firm to assist County Staff and CMAP in the development of the Rt. 83 corridor study/land use plan update. (To be clear this is not a formal approval of the IGA as that will be reviewed at Finance Committee as a formal resolution)

SUMMARY:

A. DuPage County has been awarded a Local Technical Assistance (LTA) grant from the Chicago Metropolitan Agency for Planning (“CMAP”).

B. In order to complete the final agreement with CMAP, CMAP and staff seek approval to move forward with the process of approving the attached IGA which will enable the County to begin to implement our planning program for the highly visible and strategic Rt. 83 corridor. (To be clear this request is not a formal approval of the IGA as that will be reviewed at Finance Committee as a formal resolution).

C. The LTA grant is for consulting services to be paid for directly by CMAP with CMAP administering the financial end of the contract with the consultant.

D. The consultant will be working directly with staff from the Department of Building and Zoning with general oversight by CMAP on the County’s Comprehensive Plan Update which is being approached in a unique manner; to wit:

1. The County with the help of the Consultant, (the firm hired by CMAP) will assist County staff and our corridor partners, (Addison, Wooddale, Bensenville, Elmhurst and Villa Park) with the research and development of the Rt. 83...
Corridor Plan generally from the County Line North extended to Army Trail Road to the South.

2. The County and our partners with the help of the consultant, will perform studies, develop proposals and conduct hearings and meetings with stakeholders, (i.e.: municipal partners along the corridors, DMMC, business, industrial, office and residential property owners, etc.) towards developing a comprehensive land use plan for the Rt. 83 corridor.

E. Staff has been working with its parent committee, the Development Committee, over the past year to provide support and secure the planning expertise and partnership with CMAP.
Intergovernmental Agreement
For
DuPage County Route 83 Corridor Land Use Plan

THIS AGREEMENT by and between the Chicago Metropolitan Agency for Planning, herein called CMAP, and DuPage County, 421 N. County Farm Road, Wheaton, IL 60187, herein called the GOVERNMENTAL BODY.

Required Signatures

By signing below, the GOVERNMENTAL BODY and CMAP agree to comply with and abide by all provisions set forth in Parts 1-4 herein and any Appendices thereto.

For the GOVERNMENTAL BODY:

_____________________________ _________________________________ __________
Signature      Type or Print Name of Authorized Representative  Date

Attest:

_____________________________ _________________________________ __________
Signature      Type or Print Name      Date

For CMAP:

______________________________ _________________________________ __________
Joseph C. Szabo     Attest Signature     Date
Executive Director

Part 1  Scope/Compensation/Term
Part 2  General Conditions
Part 3  Scope of Work/Responsibilities
Part 4  Contribution
Part 1: Scope/Compensation/Term

A. Scope of Services and Responsibilities. CMAP and the GOVERNMENTAL BODY agree as specified in Part 3.

B. Compensation and Method of Payment. Compensation (if any) shall be as specified in Part 4. Payment will be made within ninety (90) days of receipt of invoice unless there is a discrepancy regarding the invoice. Transfer of funds will be made electronically. CMAP certifies the following information:

   Bank Name: ____________________________________________________
   Telephone No.:
   Account No.:__
   Bank ACH Routing No.: ___________________________________
   CMAP email address for confirmation:
   ___________________________________

C. Tax Identification Number.

CMAP certifies that:

1. The number shown on this form is a correct taxpayer identification, and
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified CMAP that it is no longer subject to backup withholding, and
3. It is a U.S. entity (including a U.S. resident alien).

   Name of CONTRACTOR: Chicago Metropolitan Agency for Planning
   Taxpayer Identification Number: 13-4331367
   DUNS No.: 06-858-7112
   Legal Status: Local Government

D. Term of Agreement. The term of this Agreement shall be from final signing to May 31, 2020.

E. Amendments. All changes to this Agreement must be mutually agreed upon by CMAP and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.

Part 2: General Conditions

The following are general conditions of approval and procedural guidelines and specific terms of Agreement to which all projects are subject. Signatories of this Agreement certify that these general conditions will be adhered to unless amended in writing.

1. Complete Agreement.
   a. This Agreement including all exhibits and other documents incorporated or referenced in the Agreement, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between CMAP and the GOVERNMENTAL BODY and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect
the validity of other terms or conditions.

b. CMAP’s failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP’s right to such performance by the GOVERNMENTAL BODY or to future performance of such terms or conditions and GOVERNMENTAL BODY’s obligation in respect thereto shall continue in full force and effect. The GOVERNMENTAL BODY shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the GOVERNMENTAL BODY to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.

c. CMAP and the GOVERNMENTAL BODY assume no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.

d. Changes: CMAP and the GOVERNMENTAL BODY may from time to time order work suspension or make any change in the general scope of this Agreement including, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, CMAP shall promptly notify the GOVERNMENTAL BODY and assert its claim for adjustment within thirty (30) days after the change is ordered. A written amendment will be prepared for Agreement between CMAP and the GOVERNMENTAL BODY for changes in scope, time and/or costs. No amendments are effective until there is a written Agreement that has been signed by both parties.

e. Changes to any portion of this Agreement shall not be binding upon CMAP and the GOVERNMENTAL BODY except when specifically confirmed in writing by an authorized representative of CMAP and an authorized representative of the GOVERNMENTAL BODY.

f. For its convenience, CMAP reserves the right to extend the Term of this agreement. Any changes to the Term of this Agreement shall not be binding until specifically confirmed in writing by authorized representatives of both parties.

2. **Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

3. **Availability of Appropriation (30 ILCS 500/20-60).** This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. The GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. **Allowable Charges.** No expenditures or charges shall be included in the cost of the Project that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP and the GOVERNMENTAL BODY; (ii) not directly for carrying out the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of CMAP who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by CMAP may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP’s obligations under this Agreement.

5. **Audits.** The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY reserve the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.
6. **Access to Records.** CMAP and the GOVERNMENTAL BODY shall maintain, for a minimum of *three years* after the completion of the Agreement, adequate books, records and supporting documents related to the Agreement which shall be made available for review upon request. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of CMAP for the recovery of any funds paid by CMAP under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. In addition:

1. If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

CMAP shall include in all subcontracts, if any, under this Agreement a provision that CMAP and the GOVERNMENTAL BODY will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractors involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:

1. If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

3. Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The term “subcontract” as used in this clause excludes purchase orders not exceeding $2,500.

7. **Procurement Procedures.** All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The GOVERNMENTAL BODY and CMAP shall also meet the following minimum procedural requirements.

a. **Subcontracting:** Subcontracting, assignment or transfer of all or part of the interests of CMAP concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the GOVERNMENTAL BODY.

b. **Procurement of Goods or Services:** For purchases of products or services with any Agreement funds that cost more than $2,500 but less $10,000, CMAP shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Agreement funds that are in excess of $10,000 will require CMAP to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures the procedures of CMAP will be used. CMAP may only procure products or services from one source with any Agreement funds if: (1) the products or services are available only from a single source; or (2) after solicitation of a number of sources, competition is determined inadequate.

c. **Records.** CMAP and the GOVERNMENTAL BODY shall maintain records sufficient to detail the significant history of procurements. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.

d. No CMAP or GOVERNMENTAL BODY employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.

8. **Equipment Inventory.** An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of $500 or more is subject to periodic inspection by CMAP and the GOVERNMENTAL BODY.
9. **Method of Payment.** Project expenditures are paid directly from federal and/or state funds. Because CMAP is responsible for obtaining federal reimbursement for project expenditures, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support project-related expenditures.

10. **Suspension.** If the GOVERNMENTAL BODY fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the GOVERNMENTAL BODY, suspend the Agreement, pending corrective action by the GOVERNMENTAL BODY. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the GOVERNMENTAL BODY in writing that the Agreement has been terminated by reason of default in accordance with paragraph 11 hereof.

11. **Termination.**
   a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed “Termination by Default”) by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be affected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.
   
   b. This Agreement may be terminated in whole or in part in writing by CMAP or the GOVERNMENTAL BODY for its convenience (hereinafter termed “Termination for Convenience”), provided that the terminating party provides not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate to the respective address set forth on the signature page of this Agreement.
   
   c. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, CMAP shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to the GOVERNMENTAL BODY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by CMAP in performing this Agreement, whether completed or in process.

12. **Remedies.** Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the GOVERNMENTAL BODY arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.

13. **Equal Employment Opportunity.** The GOVERNMENTAL BODY and CMAP will comply with Executive Order 11246 entitled “Equal Employment Opportunity,” as amended by U.S. Department of Labor regulations (41 CFR Part 60) and the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights. In connection with the execution of this Agreement, the GOVERNMENTAL BODY and CMAP shall not discriminate against any employee or an applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. The GOVERNMENTAL BODY and CMAP shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The GOVERNMENTAL BODY and CMAP shall cause the provisions of this paragraph to be inserted into all subcontractors work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

14. **Small and Minority Business Enterprise.** In connection with the performance of this Agreement the GOVERNMENTAL BODY will cooperate with CMAP in meeting CMAP’s commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best
efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for work under this Agreement.

15. **Political Activity.** No portion of funds for this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

16. **Prohibited Interest.**
   a. No officer or employee of CMAP or the GOVERNMENTAL BODY and no member of its governing body and no other public official of any locality in which the Project objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any contract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such contract or in the work to be performed under any such subcontract.
   b. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.
   c. The GOVERNMENTAL BODY and CMAP warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP or the GOVERNMENTAL BODY shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.

17. **Conflict of Interest.** In order to avoid any potential conflict of interest, the GOVERNMENTAL BODY and CMAP agree during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP or the GOVERNMENTAL BODY. The GOVERNMENTAL BODY shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.

18. **Ownership of Documents/Title of Work.** All documents, data and records produced by the GOVERNMENTAL BODY or CMAP in carrying out the obligations and services hereunder, without limitation and whether preliminary or final, shall become and remains the property of CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation. All documents, data and records utilized in performing research shall be available for examination by CMAP or the GOVERNMENTAL BODY upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP or the GOVERNMENTAL BODY, be appropriately arranged, indexed and delivered to CMAP or the GOVERNMENTAL BODY.

19. **Publication.** CMAP and the GOVERNMENTAL BODY shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The GOVERNMENTAL BODY and CMAP shall include provisions appropriate to effectuate the purpose of this clause in all contracts for work under this Agreement.

20. **Confidentiality Clause.** Except as required pursuant to a validly issued subpoena, lawful request by a governmental entity or any applicable laws, including without limitation any Federal or State Freedom of Information Acts, any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY or CMAP pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP or the GOVERNMENTAL BODY. All information secured in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP or the GOVERNMENTAL BODY. Nothing in these restrictions interfere with the lawful obligation to respond to FOIA requests.
21. **Reporting/Consultation.** The GOVERNMENTAL BODY shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement. CMAP shall consult with and keep the GOVERNMENTAL BODY fully informed as to the progress of all matters covered by this Agreement.

22. **Identification of Documents.** All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within CMAP or the GOVERNMENTAL BODY offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of the GOVERNMENTAL BODY: "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (http://www.cmap.illinois.gov)."

23. **Force Majeure.** Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

24. **Independent Contractors.** Contractor’s relationship to CMAP and the GOVERNMENTAL BODY in the performance of this Agreement is that of an independent contractor. Contractor’s personnel performing work under this Agreement shall at all times be under the contractor’s exclusive direction and control and shall be employees of contractor and not employees of CMAP or the GOVERNMENTAL BODY. Contractor’s shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers’ compensation insurance and similar matters.

25. **Federal, State and Local Laws.** CMAP and the GOVERNMENTAL BODY warrant that in the performance of this Agreement they shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, CMAP and the GOVERNMENTAL BODY shall be responsible for compliance as modifications are implemented. The CMAP or the GOVERNMENTAL BODY’S failure to comply shall constitute a material breach of this contract.

26. **Hold Harmless and Indemnity.** Each party to this Agreement shall indemnify, defend and hold harmless the other party to this Agreement, and its officers, officials, directors, employees, volunteers and agents from and against any and all claims (including attorney’s fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of the respective party and its officers, directors, employees, agents, volunteers, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.

27. **Equal Employment Opportunities -- Affirmative Action Sexual Harassment.** CMAP and the GOVERNMENTAL BODY must comply with the Illinois Board of Human Rights Act and rules applicable to public funds, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

28. **International Boycott.** The GOVERNMENTAL BODY and CMAP certify that neither or any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed $10,000 (30 ILCS 582).

29. **Forced Labor.** The GOVERNMENTAL BODY and CMAP certify it complies with the State Prohibition of Goods from forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP or the GOVERNMENTAL BODY under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
31. **Subcontracts.**

a. Any subcontractors or outside associates or contractors required by CMAP in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Any substitutions in or additions to such subcontractors, associates or contractors will be subject to the prior approval of CMAP and the GOVERNMENTAL BODY.

b. All subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.

c. The Contractor may not subcontract services agreed to under this Agreement without prior written approval of CMAP and the GOVERNMENTAL BODY.

**Part 3: Responsibilities/Scope of Work**

The GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP, the following:

A. The project scope of work, including staffing, timelines, public engagement schedules, and commitment of other resources by CMAP or the GOVERNMENTAL BODY, will be finalized prior to beginning work. All work performed by CMAP will be consistent with the scope of work. Changes to the scope of work must be jointly agreed to by CMAP and the GOVERNMENTAL BODY.

B. The GOVERNMENTAL BODY will provide access to all relevant data, reports, and other information that is necessary for CMAP to conduct its work. The GOVERNMENTAL BODY will allocate sufficient time by its staff and leadership to interact with CMAP on the activities in the scope of work and to review and comment on the materials produced. The GOVERNMENTAL BODY commits to participate actively in the project, make time available at relevant meetings for discussion, and involve its leadership in the project process.

C. The GOVERNMENTAL BODY agrees actively to participate in public outreach and engagement efforts, including assisting in disseminating project and meeting information, attending and assisting at public meetings, and providing key stakeholder contact information.

CMAP and the GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP the following:

A. **SCOPE OF WORK.** The purpose of the project is DuPage County Route 83 Corridor Land Use Plan, (hereinafter “PROJECT”).

B. **PROJECT MANAGEMENT.** CMAP will have lead responsibility for project management. CMAP shall in all reasonable ways coordinate and work with the GOVERNMENTAL BODY staff as the project proceeds. The GOVERNMENTAL BODY in all reasonable ways shall cooperate with CMAP and the CONSULTANT, if any. CMAP shall require the consultant, if any, to provide the GOVERNMENTAL BODY with all of the consultants' deliverables, if any; at the same time they are delivered to CMAP. CMAP and GOVERNMENTAL BODY shall notify the other of all scheduled PROJECT related meetings with the consultant, if any, to enable the other to attend the meetings if desired.

**Part 4. Contribution**

The GOVERNMENTAL BODY will be responsible for a contribution in the amount of $25,184.00 which will be deposited in the Local Technical Assistance Contribution Fund. CMAP will invoice the GOVERNMENTAL BODY. The invoice will be due 30-days after receipt. The invoice will be sent to the person listed on ATTACHMENT 2.
ATTACHMENT 2:

Invoice Information

Name: _____________________________________________________________

Title: _____________________________________________________________

Address: __________________________________________________________

City: _______________ State: ___________ Zip: ______________

Phone: ___________________________________________________________

Email: ___________________________________________________________

Return this completed form to:

Finance Department
Chicago Metropolitan Agency for Planning
233 S. Wacker Dr., Suite 800
Chicago, IL 60606