

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
MAY 13, 2014 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Two Zoning Ordinance Map Amendments, Plat of Subdivision, Special Use, Planned Development Designation and Redevelopment Agreement for properties at 317-327 Ogden Avenue, 4325 Fairview Avenue and 4322 Florence Avenue	<ul style="list-style-type: none"> ✓ Resolution ✓ Ordinances Motion Discussion Only 	Tom Dabareiner, AICP Community Development Director

SYNOPSIS

The following items have been prepared for the comprehensive redevelopment of the subject property:

- An ordinance for a Zoning Ordinance Map Amendment to rezone 4325 Fairview Avenue from R-5, Two Family Residential to B-3, General Services and Highway Business
- An ordinance for a Zoning Ordinance Map Amendment to rezone 4322 Florence Avenue from R-6, Multiple Family Residential to B-3, General Services and Highway Business
- A resolution for a Final Plat of Subdivision
- A Special Use ordinance to permit a drive-through restaurant
- An ordinance designating the Fresh Thyme Development a Planned Development (#52)
- An ordinance authorizing the execution of a Redevelopment Agreement with SDG Downers Grove, LLC for the Fresh Thyme redevelopment

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 include *Strong and Diverse Local Economy*.

<p>UPDATE & RECOMMENDATION</p> <p>Based on Council discussion at the May 6, 2014 meeting, staff discussed additional signage with the developer. The developer shall install "Local Traffic Only" signage for southbound traffic exiting the site along Florence Avenue, in addition to the "No Trucks" southbound signage previously proposed. The developer shall also place additional signage at the Lake Avenue entrance facing east noting "No Outlet." Staff recommends approval on the May 13 Active Agenda.</p>

FISCAL IMPACT

The Redevelopment Agreement would require the Village to make a one-time reimbursement to the developer of no more than \$550,000 upon substantial completion of the redevelopment project. The payments would be made from the Ogden Avenue Redevelopment Tax Increment Fund. The FY14 budget includes \$1.5 million in the Ogden TIF Fund for redevelopment expenses.

BACKGROUND

Zoning Request

The petitioner is proposing to construct a 29,000 square foot Fresh Thyme Market grocery store and a 4,500 square foot out-building at the southwest corner of Florence and Ogden Avenues. The request requires approvals of two zoning ordinance map amendments, a plat of subdivision to subdivide ten lots into two lots of record, a special use for a drive through within the out-building and a planned development designation to facilitate the entire development.

Redevelopment Agreement Request

The developer has requested the execution of a redevelopment agreement which includes the following key terms:

- The developer shall complete the development project by July 1, 2015
- The developer shall construct the project in accordance with the approved plans which include stormwater management improvements and burial of existing overhead utility lines.
- The Village shall reimburse the developer for the costs of stormwater management improvements and utility burial in an amount not to exceed \$550,000.

Property Information & Zoning

The property is located at the southwest corner of Florence and Ogden Avenues and includes a single lot on Fairview Avenue. The site is 3.09 acres in size and is currently zoned R-5, Two Family Residential, R-6, Multiple Family Residential and B-3, General Services and Highway Business. The site includes two vacant commercial buildings, foundations of a previously demolished commercial building, a single-family house and a multi-family house.

Development Plan

The petitioner is proposing to demolish all existing buildings and structures on the site and rezone the two residential properties from R-5 and R-6 to B-3 so that the entire property is zoned B-3. The petitioner will create two new lots, Lot 1 which encompasses the majority of the site and Lot 2 at the corner of Florence and Ogden Avenues. The petitioner is proposing to construct the Fresh Thyme Building in the center of Lot 1 and the out-building on Lot 2. The out-building will include a drive-through restaurant on the east side of the building.

The petitioner is proposing to reduce the number of curb cuts onto Ogden Avenue from six to two, with the new easternmost curb cut being a right-in / right-out access only. IDOT has reviewed the proposal and concurred with the design. The property will also have secondary entrances onto both Fairview and Florence Avenues.

Compliance with the Zoning Ordinance

The proposal meets the vast majority of the B-3 zoning district bulk requirements but deviates from three zoning regulations as shown below:

Deviation requested	Necessity of deviation
Allow a 43-foot parking setback from the centerline of Ogden	<ul style="list-style-type: none"> • Allows installation of code-compliant parking spaces and drive aisles in front of both buildings.

Avenue where a 50-foot parking lot setback is required	<ul style="list-style-type: none"> • Allows the Fresh Thyme building to be located farther away from the residential uses to the south.
Allow seven drive-through stacking spaces where eight are required.	<ul style="list-style-type: none"> • The Florence Avenue curb cut has been located as far north as possible to separate it from adjacent residential uses to the south. • Additional stacking will occur within the site if necessary.
Allow a three-foot side yard sign setback where 25 feet is required for the sign along Fairview Avenue	<ul style="list-style-type: none"> • The sign is needed to direct customers and deliveries into the site from Fairview Avenue which is a heavily traveled minor arterial street. • The sign is purposefully located adjacent to a commercial use and is approximately 45 feet from the nearest residential property. • The sign is 10 feet from the Fairview Avenue property line and the deviation will not affect visibility.

Compliance with the Subdivision Ordinance

The proposed lot sizes for both lots meet the requirements of the subdivision ordinance. The petitioner will provide a blanket public utility and stormwater easement and an access easement that encompasses the majority of both lots. These easements meet the requirements of the subdivision ordinance.

Public Improvements

The proposed public improvements identified in the petition include:

- Reduction of Ogden Avenue curb cuts from six to two
- Reduction of Florence Avenue curb cuts from two to one
- Installation of a sidewalk along Ogden Avenue
- Relocation of ComEd utility lines that currently transverse the site
- Installation of an eight inch water main to service both buildings
- Installation of Post Construction Best Management Practices (PCBMPs) that meet the Village’s Stormwater Ordinance.
- Connection of PCBMPs to the existing detention basin within the Florence Avenue right-of-way
- A \$3,000 fee-in-lieu for six parkway trees along Florence Avenue

Traffic

The petitioner found that 89 new vehicles would access the site during morning peak periods and an additional 155 new vehicles would access the site during evening peak periods. The study found that there are adequate gaps within the Ogden Avenue traffic stream that allowed both inbound and outbound maneuvers from the subject site. The petitioner’s supplemental traffic evaluation memorandum identified that the access points to the site and surrounding intersections would continue to operate at an acceptable level of service if the proposed development were constructed. The full access point to Ogden Avenue will operate less efficiently during the evening peak period but that is not uncommon along Ogden Avenue. The ability to use alternate access points will alleviate some of the inefficiency.

Compliance with the Comprehensive Plan

The proposed redevelopment is consistent with the Comprehensive Plan as shown below:

- Develops Catalyst Site #32 with a development that will complement the existing neighborhood retail with new retail uses that are targeted towards nearby residents.
- Develops an underutilized commercial property that has been vacant for many years.
- Provides a blend of retail uses that are consistent with the Corridor Commercial designation.

- Expands the commercial depth of Ogden Avenue to facilitate a development of this size.
- Provides perimeter landscape screening of parking areas, a high level of design, adds value to surrounding properties and improves Ogden Avenue access management.

Public Comment

During the Plan Commission meeting, multiple residents expressed concerns about the proposal. The concerns included traffic back-ups at the intersection of Fairview Avenue and the south drive aisle and increased traffic along both Florence and Lake Avenues. The petitioner's supplemental traffic evaluation noted the intersection at Fairview and the south drive aisle will operate at an acceptable level of service and delivery vehicles will access the site during off-peak hours. The study further identified minimal increases of traffic along Florence Avenue and no increases to Lake Avenue traffic due to the proposed development.

Based on Plan Commissioner comments, the petitioner reduced the sign size along Fairview Avenue to 26 square feet of sign area and eight feet in height; enhanced the east façade with additional architectural features; and added a sidewalk along the west side of the building.

The commissioner with the dissenting vote did not agree with the proposed access point to Fairview Avenue. Based on this point, the dissenter did not support the petition.

ATTACHMENTS

Aerial Map

Ordinances

Staff Report with attachments dated March 3, 2014

Draft Minutes of the Plan Commission Hearing dated March 3, 2014

Revised site plan

Revised Fresh Thyme elevation drawing

Supplemental Traffic Evaluation Memorandum

Redevelopment Agreement

**VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY**

INITIATED: Village Attorney **DATE:** May 13, 2014
(Name)

RECOMMENDATION FROM: _____ **FILE REF:** _____
(Board or Department)

NATURE OF ACTION:

- Ordinance
- Resolution
- Motion
- Other

STEPS NEEDED TO IMPLEMENT ACTION:

Motion to Adopt "AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND SDG DOWNERS GROVE, LLC", as presented.



SUMMARY OF ITEM:

Adoption of this ordinance shall approve a Redevelopment Agreement between the Village of Downers Grove and SDG Downers Grove, LLC.

RECORD OF ACTION TAKEN:

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF DOWNERS GROVE
AND SDG DOWNERS GROVE, LLC**

WHEREAS, the Village of Downers Grove has undertaken to revitalize portions of its Ogden Avenue Corridor and in furtherance of that effort has created, pursuant to the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended (the “TIF Act”), a TIF District to help finance some of the redevelopment costs involved with the revitalization project; and

WHEREAS, SDG Downers Grove, LLC, the developer (the “Developer”) for the Fresh Thyme Redevelopment Project, has approached the Village with its plans and intentions to develop the property at 317-327 Ogden Avenue, 4314-4322 Florence Avenue and 4325 Fairview Avenue, Downers Grove, Illinois, which property is depicted and legally described in the Redevelopment Agreement attached to this Ordinance as Exhibit A (the “Property”); and

WHEREAS, the Village and the Developer have negotiated the terms and conditions of a redevelopment agreement to govern the Redevelopment Project; and

WHEREAS, the Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the Village and its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with third parties for the purpose of achieving these purposes; and

WHEREAS, the Village is authorized under the provisions of the TIF Act to finance redevelopment in accordance with the conditions and requirements set forth in the TIF Act; and

WHEREAS, to stimulate and induce redevelopment pursuant to the TIF Act, the Village, after giving all notices required by law and after conducting all public hearings required by law, adopted the following ordinances:

(a) Ordinance No. 4247, titled “An Ordinance Approving the Ogden Avenue Corridor Redevelopment Plan and Project” (the “Redevelopment Plan”);

(b) Ordinance No. 4248, titled "An Ordinance Designating the Ogden Avenue Corridor Redevelopment Project Area” (“Redevelopment Project Area”);

(c) Ordinance No. 4249, titled "An Ordinance Adopting Tax Increment Financing for the Village of Downers Grove, DuPage County, Illinois, in Connection with the Designation of the Ogden Avenue Corridor Redevelopment Project Area; and

WHEREAS, the Developer seeks to improve the Property with a 30,000 +/- square foot commercial building, a 4,500 +/- square foot commercial building and an accessory surface parking lot development generally in accordance with the plans attached to the Redevelopment Agreement; and

WHEREAS, the Village proposes to finance certain redevelopment project costs to be incurred in connection with the Redevelopment Project by utilizing tax increment financing in accordance with the TIF Act; and

WHEREAS, it is necessary and appropriate for the successful completion of the Redevelopment Plan approved by Ordinance No. 4247 that the Village enter into a redevelopment agreement with the Developer to provide for the development of the Property, thereby implementing and bringing to completion a portion of the Redevelopment Plan; and

WHEREAS, the Village has determined that the Redevelopment Agreement includes the necessary and appropriate terms and provisions for the successful completion of the development of the Property; and

WHEREAS, it is economically not feasible for the Developer to undertake the redevelopment, and the Developer thus is unable to undertake the redevelopment of the Property without certain TIF assistance from the Village, and the Village has determined that it is appropriate and desirable and in the best interests of the Village to assist the Developer in the manner set forth in the Redevelopment Agreement; and

WHEREAS, the Village is desirous of having the Property developed for the uses described in the Redevelopment Agreement to eliminate the blight factors and characteristics found in the Property, to serve the needs of the Village, and to produce increased tax revenues for the various taxing districts authorized to levy taxes within the Property; and

WHEREAS, the Mayor and Village Council of the Village of Downers Grove, after due and careful consideration, have concluded that the development of the Property on the terms and conditions set forth in the Redevelopment Agreement will promote sound planning, increase the taxable value of property within the Village, enable the Village to control the development of the area, and otherwise promote, enhance, and serve the best interests and general welfare of the Village and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Downers Grove, DuPage County and State of Illinois, as follows:

Section 1. Recitals. The foregoing recitals are incorporated into this Ordinance as findings of the Council.

Section 2. Approval of Redevelopment Agreement. The Redevelopment Agreement shall be, and it is hereby, approved in substantially the form attached to this Ordinance as Exhibit A and in final form satisfactory to the Village Manager. The Mayor and Village Clerk are hereby authorized and directed to execute and deliver the Redevelopment Agreement and

any other necessary and appropriate related documents after such documents have been properly executed and delivered by the Developer.

Section 3. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

Mayor

Passed:

Published:

ATTEST: _____

Village Clerk

**REDEVELOPMENT AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE AND SDG DOWNERS GROVE, LLC**

This Redevelopment Agreement (the “**Redevelopment Agreement**”) is made and entered into this ____ day of May 2014, by and between the **VILLAGE OF DOWNERS GROVE, ILLINOIS**, an Illinois municipal corporation situated in the County of DuPage, Illinois (the “**Village**”) and **SDG DOWNERS GROVE, LLC**, an Illinois limited liability company (the “**Developer**”) with regard to the real property located at 317-327 Ogden Avenue, 4314-4322 Florence Avenue and 4325 Fairview Avenue, Downers Grove, Illinois.

WITNESSETH:

WHEREAS, the Village is an Illinois municipal corporation possessing home rule powers under Section 6 of Article VII of the Illinois Constitution, and;

WHEREAS, the Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base, to increase additional tax revenues realized by the Village, foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise be in the best interests of the Village; and

WHEREAS, the Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the “**Act**”), to finance redevelopment in accordance with the conditions and requirements set forth in the Act; and

WHEREAS, to stimulate and induce redevelopment on Ogden Avenue pursuant to the Act, the Village has adopted the following ordinances, after giving all notices required and after conducting the public hearings required by law:

1. Ordinance No. 4247, titled “*An Ordinance Approving the Ogden Avenue Corridor Redevelopment Plan and Project*” (the “**Redevelopment Plan**”);
2. Ordinance No. 4248, titled “*An Ordinance Designating the Ogden Avenue Corridor Redevelopment Project Area*” (“**Redevelopment Project Area**”);
3. Ordinance No. 4249, titled “*An Ordinance Adopting Tax Increment Financing for the Village of Downers Grove, DuPage County, Illinois, in Connection with the Designation of the Ogden Avenue Corridor Redevelopment Project Area*”; and

WHEREAS, Developer is the contract purchaser of property located at 317-327 Ogden Avenue, 4314-4322 Florence Avenue and 4325 Fairview Avenue, Downers Grove, Illinois (collectively, the “**Property**”) located partially (specifically 317-327 Ogden Avenue) within the Redevelopment Project Area and legally described on **Exhibit A**, attached hereto and made a part hereof; and

WHEREAS, Developer intends to develop the Property and maintain the Property with no less than an approximately 30,000 square foot commercial building (the “**Anchor Building**”), an approximately 4,500 square foot commercial building (the “**Small Shops Building**”), and accessory surface parking (the “**Redevelopment Project**”); and

WHEREAS, Developer intends to cause the Redevelopment Project to be designed and constructed in accordance with the terms and conditions of this Redevelopment Agreement; and

WHEREAS, Developer has represented to the Village that without the economic incentives provided for within this Redevelopment Agreement, the Redevelopment Project is not economically feasible and Developer would not undertake the Redevelopment Project; and

WHEREAS, the Village has determined that the Redevelopment Project is an important project that furthers the Ogden Avenue Corridor Redevelopment Plan and will promote economic

development as well as other benefits within the Village by creating employment opportunities and enhancing the Village's tax base.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

ARTICLE ONE

INCORPORATION OF RECITALS

The findings, representations and agreements set forth in the above Recitals are material to this Redevelopment Agreement and are hereby incorporated into and made a part of this Redevelopment Agreement as though fully set out in this Article One, and constitute findings, representations and agreements of the Village and of the Developer according to the tenor and import of the statements in such Recitals.

ARTICLE TWO

DEFINITIONS

For the purposes of this Redevelopment Agreement, unless the context clearly requires otherwise, words and terms used in this Redevelopment Agreement shall have the meanings provided from place to place herein, including above in the recitals hereto and as follows:

“Act” means the Tax Increment Allocation Redevelopment Act found at 65 ILCS 5/11-74.4-1, et seq.

“Change in Law” means the occurrence, after the Redevelopment Agreement Date, of an event described below, provided (a) such event materially changes the costs or ability of the Party relying thereon to carry out its obligations under this Redevelopment Agreement and (b) such event is not caused by the Party relying thereon: Change in Law includes any of the following: (i)

the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation (other than by the Village); (ii) the order or judgment of any federal or state court, administrative agency or other governmental body; (iii) the imposition of any conditions on, or delays in the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary for the undertaking of the services to be performed under this Redevelopment Agreement; or (iv) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency (other than the Village or with respect to those made by the Village, only if they violate the terms of this Redevelopment Agreement).

“Corporate Authorities” means the Village Mayor and Village Council of the Village of Downers Grove, Illinois.

“Day” means a calendar day.

“Developer” means SDG Downers Grove, LLC, an Illinois limited liability company, or any successor in interest thereof.

“Eligible Redevelopment Project Costs” means those redevelopment project costs attributable to constructing and maintain stormwater facilities in accordance with the Downers Grove Municipal Code and the undergrounding of overhead utilities at the Property and authorized by the Act.

“Final Certificate of Occupancy” means a certificate of occupancy which grants the right to occupy a property without any conditions.

“Ogden Avenue Redevelopment Tax Increment Fund” means the special fund established pursuant to Ordinance Nos. 4247, 4248, and 4249.

“Party” means the Village and/ or Developer and its successors and/ or assigns as permitted herein, as the context requires.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, trust, or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.

“Property” means the approximately 135,000 square feet of land, which is legally described in **Exhibit A** upon which the Redevelopment Project is being implemented.

“Redevelopment Agreement” means this Redevelopment Agreement between the Village and Shorewood Development Group, LLC, and all of the exhibits and attachments referenced therein and made a part thereof.

“Redevelopment Plan” means the “Redevelopment Plan” for the Ogden Avenue Corridor as defined in Village Ordinance No. 4247.

“Redevelopment Project” means the acquisition, construction, financing and completion of two (2) commercial buildings; one with approximately 30,000 +/- square feet of commercial space and the other one with approximately 4,500 +/- square feet of commercial space, and related improvements pursuant to the requirements of this Redevelopment Agreement.

“Requisition” means a request by the Developer for a payment or reimbursement of Eligible Redevelopment Project Costs pursuant to the procedures set forth in Article Five of this Redevelopment Agreement.

“Reimbursement Amount” means an amount not to exceed FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$550,000) to be reimbursed or paid from the Ogden Avenue Redevelopment Tax Increment Fund.

“State” means the State of Illinois.

“Substantial Completion” means Developer’s receipt of a Final Certificate of Occupancy for the Anchor Building, which building forms part of the Redevelopment Project.

“TIF Ordinances” means Ordinance Nos. 4247, 4248 and 4249 all adopted by the Village and described in the Recitals to this Redevelopment Agreement.

“Uncontrollable Circumstance” means any event which:

- (a) is beyond the reasonable control of and without the fault of the Party relying thereon; and
- (b) is one or more of the following events:
 - (i) a Change in Law;
 - (ii) insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, nuclear incident, or war;
 - (iii) epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary weather conditions or other similar Act of God;
 - (iv) governmental condemnation or taking other than by the Village;
 - (v) strikes or labor disputes, other than those caused by the acts of Developer;

Uncontrollable Circumstance shall not include: (1) economic hardship or impracticability of performance, (2) commercial or economic frustration of purpose, (3) unavailability of materials, strikes or labor disputes caused by the acts of Developer, or (4) a failure of performance by a contractor (except as caused by events which are Uncontrollable Circumstances as to the contractor).

“Village” means the Village of Downers Grove, Illinois, an Illinois municipal corporation.

ARTICLE THREE
CONSTRUCTION

This Redevelopment Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- (a) Definitions include both singular and plural.
- (b) Pronouns include both singular and plural and cover all genders.
- (c) The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”.
- (d) Headings of sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- (e) All exhibits attached to this Redevelopment Agreement shall be and are operative provisions of this Redevelopment Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Redevelopment Agreement. In the event of a conflict between any exhibit and the terms of this Redevelopment Agreement, the terms of this Redevelopment Agreement shall control.
- (f) Any certificate, letter or opinion required to be given pursuant to this Redevelopment Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the

context of use.

- (g) The Village Manager, unless applicable law requires action by the Corporate Authorities, shall have the power and authority to make or grant or do those things described in this Redevelopment Agreement for and on behalf of the Village and with the effect of binding the Village as limited by and provided for in this Redevelopment Agreement. Developer is entitled to rely on the full power and authority of the persons executing this Redevelopment Agreement on behalf of the Village as having been properly and legally given by the Village.
- (h) In connection with the foregoing and other actions to be taken under this Redevelopment Agreement, and unless applicable documents require action by Developer in a different manner, Developer hereby designates Louis Schriber III (and, in his absence, Edward Aaron Roth) as its authorized representatives who shall individually have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Redevelopment Agreement for and on behalf of Developer and with the effect of binding Developer in that connection (each such individual being an “**Authorized Developer Representative**”). Developer shall have the right to change its Authorized Developer Representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 14.2.

ARTICLE FOUR

IMPLEMENTATION OF REDEVELOPMENT PROJECT

The Village and the Developer agree to cooperate in implementing the Redevelopment

Project in accordance with the Parties' respective obligations set forth in this Redevelopment Agreement.

ARTICLE FIVE

VILLAGE COVENANTS AND AGREEMENTS

5.1 Village's Redevelopment Obligations. The obligations of the Village hereunder shall not be general obligations but rather, shall be the development, construction financing, completion and furtherance of the Redevelopment Project. This Redevelopment Agreement shall not constitute a debt of the Village within the meaning of any constitutional statutory provision or limitation.

5.2 Reimbursement for TIF Eligible Expenses. Upon Substantial Completion of the Redevelopment Project and the submission to the Village by the Developer of Requisition(s) for Eligible Redevelopment Project Costs incurred and paid and the approval thereof by the Village in accordance with the terms and conditions of this Redevelopment Agreement, the Village shall pay or reimburse the Developer from the Ogden Avenue Redevelopment Tax Increment Fund an amount equal to the amount of Eligible Redevelopment Costs as represented on the Requisition(s) and said reimbursement shall not exceed FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$550,000) in the aggregate.

5.3 Payment Procedures. The Village and the Developer agree that the Eligible Redevelopment Project Costs constituting the Reimbursement Amount shall be paid solely, and to the extent available, from incremental property taxes that are deposited in the Ogden Avenue Redevelopment Tax Increment Fund and not otherwise. The Village and Developer intend and agree that the Reimbursement Amount shall be disbursed by the Village for payment to the Developer in accordance with the procedures set forth in this Redevelopment Agreement.

Payments to the Developer of the Reimbursement Amount for Eligible Redevelopment Project Costs shall be made upon request therefor, in a form reasonably acceptable to the Village (each being a “**Requisition**”) submitted by the Developer upon Substantial Completion of the Redevelopment Project. The Requisition(s) shall be accompanied by appropriately supporting documentation, including, as applicable, receipts for paid bills or statements of suppliers, contractors or professionals, together with required contractors’ affidavits or lien waivers. The Requisition(s) shall be submitted no later than one-hundred eighty (180) days from Substantial Completion of the Redevelopment Project.

5.4 Approval and Resubmission of Requisitions. The Village shall give the Developer written notice disapproving any of the Requisitions within ten (10) days after receipt thereof. No such approval shall be denied except on the basis that (i) all or some part of the Requisition does not constitute Eligible Redevelopment Project Costs or has not otherwise been sufficiently documented as specified herein; (ii) any subsequent amendment to the Act or any subsequent decision of a court of competent jurisdiction makes any such payment to not be authorized; or (iii) a default pursuant to Article 12 of this Redevelopment Agreement by the Developer has occurred and is continuing. If a Requisition is disapproved by the Village, the reason for the disallowance will be set forth in writing to the Developer and the Developer may resubmit any such Requisition with such additional documentation or verification as may be required, if that is the basis for denial. The same procedures set forth herein shall be applicable to resubmittals.

5.5 Time of Payment. Provided that performance of this Redevelopment Agreement has not been suspended or terminated by the Village pursuant to Article 12, the Village shall pay an amount not to exceed One Hundred Percent (100%) of the Requisition amount which

is approved by any one or more Requisitions under this Article to the Developer within forty-five (45) days of approval of any such Requisition.

5.6 Defense of Redevelopment Project Area. In the event that any court or governmental agency, having jurisdiction over enforcement of the Act shall determine that the entire Redevelopment Project Area is contrary to law or is otherwise challenged before a court or governmental agency having jurisdiction thereof, the Village will, at its sole cost and expense, defend the integrity of the Redevelopment Project Area. Developer will fully cooperate with the Village in connection with the foregoing.

5.7 Village Cooperation. The Village agrees to cooperate with Developer in Developer's attempts to obtain all necessary approvals from any governmental or quasi-governmental entity other than the Village. As part of the land use approval process, the Village shall consider reasonable requests of Developer for relief or variances from Village Zoning and Subdivision ordinances necessary for the marketing and sale of the Redevelopment Project.

ARTICLE SIX

DEVELOPER'S COVENANTS AND AGREEMENTS

6.1 Developer's Redevelopment Obligations. Developer shall have the obligations set forth in this Article Six for the financing, completion and furtherance of the Redevelopment Project.

6.2 Compliance with Applicable Laws. Consistent with its warranties in Article Nine, Developer, while Developer owns some portion of the Property, shall at all times construct, operate and maintain the Redevelopment Project in conformance with all applicable laws, rules, ordinances and regulations. All work with respect to the Redevelopment Project shall conform to

all applicable federal, State and local laws, regulations and ordinances; including, but not limited to, zoning, subdivision and planned development codes, building codes, environmental codes, life safety codes, property maintenance codes and any other applicable codes and ordinances of the Village. The Village shall not enact any law, ordinance, rule or regulation (or amendment thereto) which would have the effect of increasing Developer's obligations or reducing Developer's rights hereunder, including an increase in the cost of the Redevelopment Project, unless said law, ordinance, rule or regulation is one of general applicability to all the property located in the Village.

6.3 Agreement to Complete the Redevelopment Project. Subject to Uncontrollable Circumstances, Developer covenants and agrees to use commercially reasonable efforts to achieve Substantial Completion of the Anchor Building by no later than July 1, 2015 and Substantial Completion of the Small Shops Building by no later than July 1, 2016 in accordance with this Redevelopment Agreement and the Redevelopment Project plans attached hereto and incorporated herein by reference as **Exhibit B**. Developer shall meet with the Village staff and make presentations to the Village Council and Village staff as reasonably requested by the Village Manager in order to keep the Village apprised of the progress of the Redevelopment Project.

6.4 Authorized Developer Representatives. Subject to the provisions in Article Three, the Developer's Authorized Developer Representatives have the full power and authority to meet with Village staff for purposes of coordinating and implementing obligations of the Parties under this Redevelopment Agreement.

6.5 Tax Exempt Status. Developer and successor owners shall not assert a tax-exempt status during their respective period of ownership. This prohibition shall run with the land and shall expire on the date the entire Redevelopment Project Area expires or an earlier date if agreed by the Village and Developer.

6.6 Real Estate Tax Payments. Developer and successor owners, including but not limited to building unit owners, agree to pay all general and special real estate taxes levied during their respective period of ownership against their respective interest in the Redevelopment Project on or prior to the date same is due and said taxes shall not become delinquent. Developer and successor owners shall deliver evidence of payment of such taxes to the Village upon request.

6.7 Prevailing Wage. The Developer is hereby notified by the Village that work contemplated by this Redevelopment Agreement may be subject to the Prevailing Wage Act 820 ILCS 130/1 *et seq.* The Developer agrees to comply with all applicable provisions of the Illinois Prevailing Wage Act as administered by the Illinois Department of Labor (“IDOL”). The Developer further agrees to contact IDOL for a determination of applicability of the Prevailing Wage Act to the projects contemplated by this Redevelopment Agreement. If required by IDOL, the Developer agrees to pay the prevailing wage rates and to require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform construction work on the Redevelopment Project contemplated by this Redevelopment Agreement. The Developer recognizes and agrees that it is solely responsible for compliance with the Prevailing Wage Act and agrees to fully indemnify, defend and hold harmless the Village pursuant to Section 7.3 below with regard to any actions or proceedings instituted regarding such compliance. Notwithstanding anything contained herein to the contrary, as of the date of this Redevelopment Agreement and pursuant to the Illinois Department of Labor website (<https://www.illinois.gov/idol/faqs/pages/public-body-faq.aspx>), private projects funded solely by means of TIF financing through the reimbursement of eligible expenses which do not receive any other funding which qualifies as public funds are not covered by the Prevailing Wage Act. As

such, as of the date of this Redevelopment Agreement and in accordance with the Illinois Department of Labor, the Redevelopment Project is not subject to the Prevailing Wage Act.

ARTICLE SEVEN

ADDITIONAL COVENANTS OF DEVELOPER

7.1 Developer Existence. Developer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois limited liability company, so long as Developer maintains an interest in the Property or has any other remaining obligation pursuant to the terms of this Redevelopment Agreement.

7.2 Substantial Completion of Redevelopment Project. Developer shall diligently pursue obtaining all required permits and Developer shall cause the Substantial Completion of the Redevelopment Project on the Property to be prosecuted and completed with due diligence, in good faith and without delay, subject to Uncontrollable Circumstances and the other provisions of this Redevelopment Agreement.

7.3 Indemnification. Developer (use of the term “Developer” herein includes permitted successors and assigns), agrees to indemnify, defend and hold the Village, Mayor, Village Council Members, Village Manager, officers, agents and employees (hereinafter “Indemnified Parties”) harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys’ fees and court costs) suffered or incurred by the Indemnified Parties which are caused as a result of:

- (a) the failure of Developer to comply with any of the terms, covenants or conditions of this Redevelopment Agreement which Developer is obligated to comply with,

- after the benefit of any applicable notice and cure periods; or
- (b) the failure of Developer or any of Developer's contractors to pay contractors, subcontractors or materialmen in connection with the Redevelopment Project (subject to any amounts being contested in good faith by Developer); or
 - (c) material misrepresentations or omissions of Developer relating to the Redevelopment Project, financial information or this Redevelopment Agreement which are the result of information supplied or omitted by Developer; or
 - (d) the failure of Developer to cure any material misrepresentations or omissions of Developer in this Redevelopment Agreement relating to the Redevelopment Project within the applicable cure provisions of this Redevelopment Agreement; or
 - (e) any claim or cause of action for injury or damage brought by a third party arising out of the construction or operation of the Redevelopment Project by Developer; or
 - (f) any violation by Developer of local ordinance, State or federal laws, in connection with the offer and sale of interests in the Developer or any part of the Redevelopment Project; or
 - (g) the occurrence of an Event of Default by Developer.

The provisions of this Section 7.3 shall not apply to a loss which arises out of (in whole or in part) intentional misconduct or negligence on the part of any Indemnified Party, but only to the extent that such Indemnified Party's misconduct or negligence contributed to the loss, or that the loss is attributable to such Indemnified Party's misconduct or negligence.

7.4 Further Assistance and Corrective Instruments. The Village and Developer agree that they will from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments

as may be reasonably required for carrying out the intention of or facilitating the performance of this Redevelopment Agreement to the extent legally permitted and within the Village's sound legal discretion.

7.5 **No Gifts.** Developer covenants that no officer, member, manager, stockholder, employee or agent of Developer, or any other person connected with Developer, has made, offered or given, either directly or indirectly, to the Mayor, any Council member, or any officer, employee or agent of the Village, or any other person connected with the Village, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the Village.

7.6 **Conveyance.** In recognition of the nature of the Redevelopment Project and the Village's projections of the need for incremental tax revenues to finance Redevelopment Project Costs, in accordance with the Act, during the life of the TIF consistent with its covenants in Section 6.6, Developer shall not knowingly undertake to convey the Property to persons whose ownership and use of such Property will cause it to be exempt from payment of property taxes, and will impose in the deed conveying all or any portion of the Property, a prohibition against granting such conveyance consistent with the covenants in Section 6.6.

7.7 **Disclosure.** Developer hereby represents, warrants and covenants to the Village that the only members of the Developer who hold fifty-one percent (51%) or more (in the aggregate) of the membership interests in Developer are Louis Schriber III and Edward Aaron Roth. At the time of execution of this Redevelopment Agreement no change shall be made in the members owning the Developer or in their ownership interests without the consent of the Village.

7.8 **Assignment of Agreement.** Without the express written consent of the Village Council, (which consent shall not be unreasonably withheld, conditioned or delayed), this

Agreement may not be assigned nor may any rights hereunder be transferred by Developer except for Permitted Transfers (as hereinafter defined), until completion of the Redevelopment Project. Any proposed assignee of any of Developer's obligations under this Redevelopment Agreement shall have the qualifications, financial ability, reputation and character necessary, adequate and desirable, in the Village's reasonable discretion, to fulfill these obligations. The proposed assignee shall execute an assumption and assignment agreement agreeing to adhere to the terms and conditions of this Redevelopment Agreement, as they apply to said assignee, and shall submit such information, including financial information, as may be requested by the Village Council. Before any permissible assignment shall be of any force and effect, Developer shall give notice of such proposed assignment to the Village, and the Village Council shall have thirty (30) days to accept or reject such assignee at its sole discretion. In the event the Village rejects such assignee, the Village shall state the reasons therefor. If the Village does not respond to the notice of such intended assignment within such thirty-day (30) period, such assignment shall be deemed approved. Notwithstanding anything in this Section 7.8, no part of this Section 7.8 shall require the Village's consent to the collateral assignment hereof to Developer's construction lender or permanent lender, if required thereby or to a Permitted Transfer.

7.9 **No Transfer without Village's Consent.** Prior to issuance of a Final Certificate of Occupancy, no portion of the Project shall be transferred or conveyed without the Village Council's prior written approval (other than Permitted Transfers), which approval shall not be unreasonably withheld, conditioned or delayed. Before being requested to consent to a transfer (except a Permitted Transfer) of all of the Property by Developer to another developer (a "**separate developer**") who will develop such portion of the Redevelopment Project and the Property, the following must be satisfied regarding such transfer:

a. Any proposed transferee shall, in the Village's reasonable discretion, have the experience and financial ability necessary to fulfill the obligations undertaken by Developer in this Redevelopment Agreement with respect to the Redevelopment Project and all rights, duties and responsibilities being transferred. The proposed separate developer shall submit to the Village, for its review and approval, the same financial documents required hereunder of Developer.

b. Any such proposed transferee shall have expressly assumed the obligation of Developer hereunder in writing with respect to the Redevelopment Project and all rights, duties and responsibilities to be transferred as hereinafter provided.

c. All material instruments and legal documents involved and affecting any such transfer from Developer to any transferee shall be submitted to the Village Council for its approval, and no transfer shall be effective until the Village Council has authorized the Village Manager to execute the same. Except in the event of a written agreement authorized by the Village Council, no transfer shall be deemed to relieve Developer or any other party bound in any way by this Redevelopment Agreement or otherwise with respect to the construction of the Redevelopment Project from any of their obligations with respect thereto as to the interest transferred. Developer shall in any event notify the Village of any transfer of any interest in the Redevelopment Project other than: (i) transfers to an Affiliate of Developer; as used herein, an "**Affiliate of Developer**" shall mean an entity which controls, is controlled by, or is under common control with Developer and which has the same manager, members, partners or shareholders owning in the aggregate, more than fifty percent (50%) of the ownership interests in Developer owning more than fifty percent (50%) of the ownership interests in said Affiliate; and as used herein, "**control**" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities or rights, by

contract, or otherwise; and (ii) any pledge of Developer's right to receive payment or reimbursement of Eligible Redevelopment Project Costs pursuant to the terms and conditions of this Redevelopment Agreement (the foregoing transfers in clauses (i) and (ii) shall herein be referred to as the "**Permitted Transfers**"). Developer shall not be required to obtain Village review, approval or consent to any Permitted Transfer. The Village shall have no duty to return any letter of credit or other security posted in connection with the portion of the Redevelopment Project so transferred until substitute security acceptable to the Village, in its sole discretion, is received.

d. Upon the conveyance of the Property to a separate developer (as consented to by the Village Council, and as evidenced by execution by the separate developer of an assumption and assignment agreement in a form acceptable to the Village), such separate developer shall be responsible for the development of the Redevelopment Project and Developer shall be relieved from all further liability under this Redevelopment Agreement with respect to the Redevelopment Project and the Property so transferred. Each separate developer shall be bound by all terms, conditions, and obligations of this Redevelopment Agreement applicable to the Redevelopment Project and Property and, except as set forth below in this Section, any reference to Developer in this Redevelopment Agreement shall be deemed to be (or include) a reference to a separate developer to the extent such reference is to (or includes) the Redevelopment Project or the Property owned by such separate developer.

ARTICLE EIGHT

ADHERENCE TO VILLAGE CODES AND ORDINANCES

All development and build-out of the Redevelopment Project shall comply in all respects with the applicable provisions in the Building, Plumbing, Mechanical, Electrical, Storm Water

Management, Fire Prevention, Property Maintenance, Zoning and Subdivision Codes of the Village and all other germane and applicable codes and ordinances in the Downers Grove Municipal Code in effect on the date that an application for a building permit for such development or build-out is filed, and from time to time during build-out that are applicable, except as otherwise provided herein. Developer warrants that its development of the Redevelopment Project shall be performed in accordance with all the applicable covenants, conditions, restrictions, building regulations, zoning ordinances, property maintenance regulations, environmental regulations and land use regulations, codes, ordinances, federal, State and local ordinances affecting the Redevelopment Project.

ARTICLE NINE

REPRESENTATIONS AND WARRANTIES OF DEVELOPER

Developer represents, warrants and agrees as the basis for the undertakings on its part herein contained that as of the date hereof and until completion of the Redevelopment Project:

9.1 Organization and Authorization. Developer is an Illinois limited liability company authorized to do business in Illinois and existing under the laws of the State of Illinois, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Redevelopment Agreement. Developer is solvent, able to pay its debts as they mature and financially able to perform all the terms of this Redevelopment Agreement. To Developer's knowledge, there are no actions at law or similar proceedings which are pending or threatened against Developer which would result in any material and adverse change to Developer's financial condition, or which would materially and adversely affect the level of Developer's assets as of the date of this Redevelopment Agreement or that would materially and adversely affect the ability of Developer to proceed with the build-out and

development of the Redevelopment Project.

9.2 Non-Conflict or Breach. Neither the execution and delivery of this Redevelopment Agreement by Developer, the consummation of the transactions contemplated hereby by Developer, nor the fulfillment of or compliance with the terms and conditions of this Redevelopment Agreement by Developer conflicts with or results in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made by Developer, any organizational documents, any restriction, agreement or instrument to which Developer or any of its partners or venturers is now a party or by which Developer or any of its partners or its venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of Developer, any related party or any of its venturers under the terms of any instrument or agreement to which Developer, any related party or any of its partners or venturers is now a party or by which Developer, any related party or any of its venturers is bound.

9.3 Location of Redevelopment Project. The Redevelopment Project will be located entirely within the Property.

9.4 Financial Resources. Developer and any affiliate to which portions of this Redevelopment Agreement are assigned have sufficient financial and economic resources to implement and complete Developer's obligations contained in this Redevelopment Agreement.

ARTICLE TEN

REPRESENTATIONS AND WARRANTIES OF THE VILLAGE

The Village represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

10.1 Organization and Authority. The Village is a municipal corporation duly

organized and validly existing under the laws of the State of Illinois, is a home rule unit of government, and has all requisite corporate power and authority to enter into this Redevelopment Agreement.

10.2 Authorization. The execution, delivery and the performance of this Redevelopment Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Redevelopment Agreement (i) have been duly authorized by all necessary corporate action on the part of the Village, (ii) require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Redevelopment Agreement, and (iii) shall not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject.

10.3 Litigation. To the best of the Village's knowledge, there are no proceedings pending or threatened against or affecting the Property, the Redevelopment Project, the Village or the Redevelopment Project Area in any court or before any governmental authority which involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Redevelopment Agreement.

ARTICLE ELEVEN

LIABILITY AND RISK INSURANCE

11.1 Liability Insurance Prior to Completion. Developer shall procure and deliver to the Village, at Developer's cost and expense, and shall maintain in full force and effect until the Redevelopment Project completion a policy or policies of comprehensive liability insurance and, during any period of build-out, contractor's liability insurance, structural work act insurance, if available and if required under Illinois law and worker's compensation insurance, with liability

coverage under the comprehensive liability insurance to be not less than One Million and no/100 Dollars (\$1,000,000.00) each occurrence and Two Million and no/100 Dollars (\$2,000,000.00) total. All such policies shall be in such form and issued by such companies as shall be acceptable to the Village to protect the Village and Developer against any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Redevelopment Project on the Property, or the build-out and improvement thereof by Developer. Each such policy shall name the Village as an additional insured and shall contain an affirmative statement by the issuer that it will give written notice to the Village at least thirty (30) days prior to any cancellation or amendment of its policy. Developer shall provide to the Village a replacement certificate not less than thirty (30) days prior to expiration of any policy.

11.2 Builder's Risk Prior to Completion. Prior to completion of the build-out of the Redevelopment Project on the Property, as certified by the Village, Developer shall keep in force at all times builder's insurance on a completed value basis, in non-reporting form, against all risks of physical loss, including collapse, covering the total value of work performed and equipment, and materials furnished for the Redevelopment Project (including on-site stored materials), all as to work by Developer only. Such insurance policies shall be issued by an insurance company of Developer's selection permitted to do business in the State of Illinois and rated in Best's Insurance Guide, or any successor thereto (or, if there be none, an organization having national reputation) as having a general policyholder rating of "A" or better. All such policies shall contain a provision that the same will not be canceled or modified without prior thirty (30) days written notice to the Village.

ARTICLE TWELVE

EVENTS OF DEFAULT AND REMEDIES

12.1 Events of Default. The following shall be Events of Default with respect to this Redevelopment Agreement:

- (a) If any representation made by Developer in this Redevelopment Agreement, or in any certificate, notice, demand or request made by Developer, in writing and delivered to the Village pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material adverse respect as of the date made; provided, however, that such default shall constitute an Event of Default only if Developer does not remedy the default within thirty (30) days of written notice from the Village.
- (b) Default by Developer for a period of thirty (30) days after written notice thereof from the Village in any representation contained in this Redevelopment Agreement concerning the existence, structure, financial condition of Developer; provided, however, that such default or breach shall not constitute an Event of Default if such default can be cured within said thirty (30) days and Developer, within said thirty (30) days, initiates and diligently pursues appropriate measures to remedy the default.
- (c) A material failure by Developer in the performance of any obligation hereunder or the material breach of any covenant or warranty contained in this Redevelopment Agreement; provided, however, that such default shall not constitute an Event of Default if such default can be cured within said thirty (30) days and the Developer, within said thirty (30) days, initiates and diligently pursues appropriate measures

to remedy the default and in any event cures such default within ninety (90) days after such notice, subject to Uncontrollable Circumstances.

- (d) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or State bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignees, custodian, trustee, sequestrator (or similar official) of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days.
- (e) The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or State bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Developer or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others.
- (f) Failure to have funds to meet Developer's obligations.
- (g) Developer fails to comply with applicable governmental codes and regulations.

12.2 Village Events of Default. The following shall be Events of Default with respect to this Redevelopment Agreement:

- (a) If any material representation made by the Village in this Redevelopment Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to Developer pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if the Village does not remedy the default within thirty (30) days after written notice from Developer.
- (b) Default by the Village in the performance or breach of any material covenant contained in this Redevelopment Agreement concerning the existence, structure or financial condition of the Village; provided, however, that such default or breach shall constitute an Event of Default only if the Village does not, within thirty (30) days after written notice from Developer, initiate and diligently pursue appropriate measures to remedy the default.
- (c) Default by the Village in the performance or breach of any material covenant, warranty or obligation contained in this Redevelopment Agreement; provided, however, that such default shall not constitute an Event of Default if the Village commences cure within thirty (30) days after written notice from Developer and in any event cures such default within ninety (90) days after such notice, subject to Uncontrollable Circumstances.
- (d) Failure to have funds to meet the Village's obligations.

12.3 Remedies for Default.

In the case of an Event of Default hereunder:

- (a) The defaulting party shall, upon written notice from the non-defaulting party, take

immediate action to cure or remedy such Event of Default. If, in such case, any monetary Event of Default is not cured, or if in the case of a non-monetary Event of Default, action is not taken or not diligently pursued, or if action is taken and diligently pursued but such Event of Default or breach shall not be cured or remedied within a reasonable time, but in no event more than thirty (30) additional days unless extended by mutual agreement, the non-defaulting party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting party's obligations under this Redevelopment Agreement.

- (b) In case the Developer or Village shall have proceeded to enforce its rights under this Redevelopment Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, Developer and the Village shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the Village shall continue as though no such proceedings had been taken.

12.4 No Waiver by Delay or Otherwise. Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Redevelopment Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither party should be deprived of or limited in the exercise of the remedies provided in this Redevelopment Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made with respect to any specific Event of Default be considered or treated as a waiver of the rights by the waiving party of any future

Event of Default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, or the manner or time thereof, of any obligation or any condition under this Redevelopment Agreement shall be considered a waiver of any rights except if expressly waived in writing.

12.5 Rights and Remedies Cumulative. The rights and remedies of the Parties to this Redevelopment Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies for the same Event of Default.

ARTICLE THIRTEEN

EQUAL EMPLOYMENT OPPORTUNITY

13.1 No Discrimination. Developer will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. To the fullest extent permitted by law, Developer will take affirmative action to ensure that applicants are employed and treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13.2 Advertisements. Developer will, in all solicitations or advertisements for employees placed by or on behalf of Developer related to the Redevelopment Project, state that all

qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

13.3 Contractors. Any contracts made by Developer with any general contractor, agent, employee, independent contractor or any other Person in connection with Developer's Redevelopment Project shall contain language similar to that recited in Sections 13.1 and 13.2 above.

ARTICLE FOURTEEN

MISCELLANEOUS PROVISIONS

14.1 Cancellation. In the event Developer or the Village shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, or contained in the Redevelopment Plan, including Developer's duty to build-out the Redevelopment Project, by the order of any court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the Village in connection with the Redevelopment Project, shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction and such declaration shall materially affect the Redevelopment Project or the covenants and agreements or rights and privileges of Developer or the Village, then and in any such event, the party so materially affected may, at its election, cancel or terminate this Redevelopment Agreement in whole (or in part with respect to that portion of the Redevelopment Project materially affected) by giving written notice thereof to the other party within sixty (60) days after such final decision or amendment. If the Village terminates this Redevelopment Agreement pursuant to this Section 14.1, to the extent it is then appropriate, the Village, at its option, may also terminate its duties, obligation and liability under all or any related documents and agreements provided, however, that (i) the cancellation or termination of this

Redevelopment Agreement shall have no effect on the authorizations granted to Developer for building permits issued and under construction to the extent permitted by said Court order; and (ii) the cancellation or termination of this Redevelopment Agreement shall have no effect on perpetual easements contained in any recorded document. If the Developer terminates this Redevelopment Agreement pursuant to this Section 14.1, to the extent it is then appropriate, the Developer, at its option, may also terminate its duties, obligation and liability under all or any related documents and agreements provided, however, that the cancellation or termination of this Redevelopment Agreement shall have no effect on perpetual easements contained in any recorded document.

14.2 Notices. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service, (b) electronic communications, whether by telex, telegram or telecopy, if followed up with an overnight delivery of same, (c) overnight courier, or (d) registered or certified first class mail, postage prepaid, return receipt requested.

If to Village: Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515
Attn: Village Manager
Telephone: 630-434-5500
Facsimile: 630-434 5571

With a copy to: Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515
Attn: Enza Petrarca, Village Attorney
Telephone: 630-434-5500
Facsimile: 630-434 5493

If to Developer: SDG Downers Grove, LLC
2150 East Lake Cook Road, Suite 820
Buffalo Grove, IL 60089
Attention: Louis Schriber III
Facsimile: 312-523-2565

With a copy to:

Ungaretti & Harris LLP
Three First National Plaza
70 West Madison Street, Suite 3500
Chicago, IL 60602
Attn: David N. Tanner, Esq.
Facsimile: 312-523-2565

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

14.3 Time of the Essence. Time is of the essence of this Redevelopment Agreement.

14.4 Integration. Except as otherwise expressly provided herein, this Redevelopment Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

14.5 Counterparts. This Redevelopment Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Redevelopment Agreement.

14.6 Recordation of Redevelopment Agreement. The Parties agree to record this Redevelopment Agreement with the DuPage County Recorder's Office.

14.7 Severability. If any provision of this Redevelopment Agreement, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Redevelopment Agreement shall be construed as if such invalid part

were never included herein, and this Redevelopment Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

14.8 Choice of Law. This Redevelopment Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

14.9 Entire Contract and Amendments. This Redevelopment Agreement (together with the exhibits attached hereto) is the entire contract between the Village and Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Village and Developer, and may not be modified or amended except by a written instrument executed by the Parties hereto.

14.10 Third Parties. Nothing in this Redevelopment Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Redevelopment Agreement on any other persons other than the Village and Developer, nor is anything in this Redevelopment Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Village or Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or Developer. This Redevelopment Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

14.11 Waiver. Any party to this Redevelopment Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Redevelopment Agreement.

14.12 Cooperation and Further Assurances. The Village and Developer each covenants and agrees that each will do, execute, acknowledge and deliver or cause to be done,

executed and delivered, such agreements, instruments, easements if necessary, and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village or Developer or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Redevelopment Agreement.

14.13 Successors in Interest. This Redevelopment Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective authorized successors and assigns; provided, however, that, except as provided in Section 7.8 hereof, Developer may not assign its rights under this Agreement without the express written approval of the Village. Notwithstanding anything herein to the contrary, the Village may not delegate its obligation hereunder or transfer any interest in the Property without the express written approval of Developer.

14.14 No Joint Venture, Agency or Partnership Created. Nothing in this Redevelopment Agreement, or any actions of the Parties to this Redevelopment Agreement, shall be construed by the Parties or any third person to create the relationship of a partnership, agency or joint venture between or among such parties.

14.15 No Personal Liability of Officials of Village or Developer. No covenant or agreement contained in this Redevelopment Agreement shall be deemed to be the covenant or agreement of the Mayor, Village Council member, Village Manager, any official, officer, partner, member, director, agent, employee or attorney of the Village or Developer, in his or her individual capacity, and no official, officer, partner, member, director, agent, employee or attorney of the Village or Developer shall be liable personally under this Redevelopment Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the

execution, delivery and performance of this Redevelopment Agreement, or any failure in that connection.

14.16 Repealer. To the extent that any ordinance, resolution, rule, order or provision of the Village’s code of ordinances, or any part thereof, is in conflict with the provisions of this Redevelopment Agreement, the provisions of this Redevelopment Agreement shall be controlling, to the extent lawful.

14.17 Term. Unless earlier terminated pursuant to the terms hereof, this Redevelopment Agreement shall remain in full force and effect until one-hundred eighty (180) days following the completion of the Redevelopment Project.

14.18 Estoppel Certificates. Each of the parties hereto agrees to provide the other, upon not less than ten (10) business days prior request, a certificate (“**Estoppel Certificate**”) certifying that this Redevelopment Agreement is in full force and effect (unless such is not the case, in which such parties shall specify the basis for such claim), that the requesting party is not in default of any term, provision or condition of this Redevelopment Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting party.

14.19 Municipal Limitations. All municipal commitments are limited to the extent required by law.

ARTICLE FIFTEEN

EFFECTIVENESS

The Effective Date for this Redevelopment Agreement shall be the day on which this Redevelopment Agreement is fully executed pursuant to a duly enacted Village ordinance authorizing the execution and adoption of this Redevelopment Agreement. Developer shall

execute this Redevelopment Agreement prior to Village Council authorization of execution of this Redevelopment Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

VILLAGE OF DOWNERS GROVE,
an Illinois municipal corporation

By: Mayor

ATTEST:

By: Village Clerk

SDG DOWNERS GROVE, LLC,
an Illinois limited liability company

By: Louis Schriber III, Manager

LIST OF EXHIBITS

Exhibit A LEGAL DESCRIPTION OF THE PROPERTY

Exhibit B REDEVELOPMENT PROJECT PLANS

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Parcel 1: Lot 6 in Block 4 in Arthur T. McIntosh and Company's Ogden Avenue Subdivision in the southwest ¼ of Section 4, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded December 7, 1923 as Document No. 172336, in DuPage County, Illinois.

Parcel 2: Lots 1, 2, 3, 4 and 5 in Block 4 in Arthur T. McIntosh and Company's Ogden Avenue Subdivision in the southwest ¼ of Section 4, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded December 7, 1923 as Document No. 172336, in DuPage County, Illinois.

Parcel 3: Lot 7 and the North 13.0 feet of the East 17.0 feet of Lot 34 in Block 4 in Arthur T. McIntosh and Company's Ogden Avenue Subdivision being a subdivision in the southwest ¼ of Section 4, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded December 7, 1923 as Document No. 172336, in DuPage County, Illinois.

Parcel 4: The North 210.0 feet of the East 17.0 feet of the West 210.0 feet (except the north 33.0 feet thereof) of the southwest ¼ of Section 4, Township 38 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois.

Parcel 5: The North ½ of Lot 8 in Block 4 in Arthur T. McIntosh and Company's Ogden Avenue Subdivision being a subdivision in the southwest ¼ of Section 4, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded December 7, 1923 as Document No. 172336, in DuPage County, Illinois.

Parcel 6: The South ½ of Lot 8 in Block 4 in Arthur T. McIntosh and Company's Ogden Avenue Subdivision being a subdivision in the southwest ¼ of Section 4, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded December 7, 1923 as Document No. 172336, in DuPage County, Illinois.

Parcel 7: The North ½ of Lot 9 in Block 4 in Arthur T. McIntosh and Co's Ogden Avenue Subdivision being a subdivision in the southwest ¼ of Section 4, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded December 7, 1923 as Document No. 172336, in DuPage County, Illinois.

Parcel 8: Lot 32 in Block 4 in Arthur T. McIntosh and Co's Ogden Avenue Subdivision being a subdivision in the southwest ¼ of Section 4, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded December 7, 1923 as Document No. 172336, in DuPage County, Illinois.

Commonly known as 317-327 Ogden Avenue, 4314-4322 Florence Avenue and 4325 Fairview Avenue, Downers Grove, Illinois

PIN NO(s). 09-04-300-004, -005, -006, -007, -012, -028, -029, -030 and -052

EXHIBIT B
REDEVELOPMENT PROJECT PLANS

Please see attached.



FLORENCE AVE

OGDENA VE

SHADY LN

41ST ST

CUMNOR RD

OGDENA VE

FAIRVIEW AVE

DAVIS ST

GRANT ST

DOUGLAS RD

LAKE AVE



317 – 327 Ogden Avenue, 4314 – 4322 Florence Avenue and 4325 Fairview Avenue

0 50 100 Feet



**VILLAGE OF DOWNERS GROVE
REPORT FOR THE PLAN COMMISSION
MARCH 3, 2014 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
PC 05-14 Comprehensive Redevelopment at 317-327 Ogden Avenue, 4314 – 4322 Florence Avenue, and 4325 Fairview Avenue	Zoning Ordinance Map Amendments, Plat of Subdivision, Special Use for a Drive and Planned Development	Stan Popovich, AICP Senior Planner

REQUEST

The petitioner is requesting approval of:

1. A Zoning Ordinance Map Amendment to rezone 4325 Fairview Avenue from R-5, Two Family Residential to B-3, General Services and Highway Business;
2. A Zoning Ordinance Map Amendment to rezone 4322 Florence Avenue from R-6, Multiple Family Residential to B-3, General Services and Highway Business;
3. A Final Plat of Subdivision to subdivide ten lots of record into two lots of record;
4. A Special Use to permit a drive-through restaurant in the B-3, General Services and Highway Business district; and
5. A Planned Development designation to complete a comprehensive redevelopment of the site.

NOTICE

The application has been filed in conformance with applicable procedural and public notice requirements.

GENERAL INFORMATION

OWNER: Joseph Perillo
834 N. Rush Street
Chicago, IL 60611

Andrew and Pamela Chernivsky
7980 Tremain Road
Maple City, MI 49664

APPLICANT: Greenberg Farrow
Attn: Jennifer Mowen
21 S. Evergreen Avenue #200
Arlington Heights, IL 60005

PROPERTY INFORMATION

EXISTING ZONING: B-3, General Services and Highway Business, R-5, Two Family Residence and R-6 Multiple Family Residence

EXISTING LAND USE: Single Family Residential, Multiple Family Residential and Vacant Commercial

PROPERTY SIZE: 3.09 acres (134,608 square feet)

PINS: 09-04-300-004, -005, -006, -007, -012, -028, -029, -030 and -052

SURROUNDING ZONING AND LAND USES

	ZONING	FUTURE LAND USE
NORTH:	B-3 General Services & Highway Business	Corridor Commercial
SOUTH:	R-5, Two Family Residence & R-6, Multiple Family Residence	Single Family Residential
EAST:	B-3 General Services & Highway Business & R-4, Single Family Residence	Corridor Commercial & Single Family Residential
WEST:	B-3 General Services & Highway Business & R-4, Single Family Residence	Corridor Commercial & Single Family Residential

ANALYSIS

SUBMITTALS

This report is based on the following documents, which are on file with the Department of Community Development:

1. Application/Petition for Public Hearing
2. Project Narrative
3. Plat of Survey
4. Architectural Plans
5. Engineering Plans
6. Stormwater Management Report
7. Landscape Plan
8. Photometric Plan
9. Traffic and Parking Study
10. Plat of Subdivision

PROJECT DESCRIPTION

The petitioner is proposing to construct a 29,000 square foot Fresh Thyme Market grocery store and a 4,500 square foot out-building at the southwest corner of Florence and Ogden Avenues. The subject site is commonly known as 317-327 Ogden Avenue, 4314 – 4322 Florence Avenue, and 4325 Fairview Avenue. The petitioner is requesting approval of the following items:

1. A Zoning Ordinance Map Amendment to rezone 4325 Fairview Avenue from R-5, Two Family Residential to B-3, General Services and Highway Business;
2. A Zoning Ordinance Map Amendment to rezone 4322 Florence Avenue from R-6, Multiple Family Residential to B-3, General Services and Highway Business; and
3. A Final Plat of Subdivision to subdivide ten lots of record into two lots of record
4. A Special Use to permit a drive-through restaurant in the B-3, General Services and Highway Business district. A restaurant with a drive-through use is listed in Section 28.609 of the Zoning Ordinance as an allowed Special Use in the B-3
5. A Planned Development designation to complete a comprehensive redevelopment of the site. Planned Developments are permitted in the B-3 zoning district.

Existing Conditions

The property consists of ten lots of record. Seven lots of record front Ogden Avenue and are zoned B-3, General Services and Highway Business. These lots include two vacant commercial buildings and a large, empty parking lot which include the foundation of a demolished building. These lots also provide

six curb cuts onto Ogden Avenue.

Two lots of record have frontage onto Florence Avenue. The northern lot is vacant and includes a lawn and parking lot while the southern lot includes a multi-family residential dwelling and detached garage. The northern lot is zoned B-3, General Services and Highway Business while the southern lot is zoned R-6, Multiple Family Residential. The single lot along Fairview Avenue includes a single family home and is zoned R-5, Two Family Residential.

Proposed Development

The petitioner is proposing to demolish all the existing structures and foundations on the subject site, then construct a 29,000 square foot Fresh Thyme Market grocery store and a 4,500 square foot out-building on the property. The petitioner is proposing to subdivide the property into two lots of record, Lot One for the Fresh Thyme building and Lot 2, at the corner of Florence and Ogden Avenues, for the out-building.

The Fresh Thyme building will be located in the center of Lot 1, with its customer entrance facing Ogden Avenue. The service and loading areas will be located on the south side of the building, with the loading dock at the southeast corner of the building. The exterior building materials will be primarily pre-cast concrete panels with a brick design accented by two finish colors, stacked stone and vertical siding. A standing seam metal roof along the north facade will add an architectural element to the parapet of the flat roof. The north façade also includes a covered colonnade and entry.

The 4,500 square foot out-building will be located within Lot 2. The one-story out-building will be clad in brick and stacked stone. The customer entrances will be off the north façade with service entrances on the south façade. The building is designed to accommodate two users, including a drive-through restaurant on the east side. The seven car stacking lane for the drive-through is along the east side of the property adjacent to Florence Avenue. The stacking lane will be screened from adjacent properties via a four-foot ornamental fence and continuous landscaping.

The petitioner is proposing two curb cuts onto Ogden Avenue, a reduction from the existing six. The Illinois Department of Transportation (IDOT) reviewed the proposed Ogden Avenue improvements and concurs with the design. The petitioner will provide a total of 142 parking spaces across both lots where 142 are required by the Zoning Ordinance.

Two masonry trash enclosures are provided in the development. The out-building's trash enclosure will be located immediately south of the building while the Fresh Thyme's enclosure will be located to the southeast of their building. Landscaping will surround both enclosures.

The petitioner has provided landscaping within and around the parking lot as required by the Zoning Ordinance. The petitioner is proposing to install a solid six-foot tall fence along the south property line adjacent to the residential properties. This area will also include continuous landscaping with arborvitae and sugar maples. Six parkway trees are proposed along Florence Avenue in addition to the two existing parkway trees that are to be maintained.

The petitioner is proposing to install three monument signs for the development. The primary 60 square foot monument sign will be located immediately adjacent to the western Ogden Avenue curb cut. A 26 square foot monument sign will be located at the corner of Florence and Ogden Avenues. The final monument sign, also measuring 26 square feet, will be located at the entry drive along Fairview Avenue. The petitioner is also proposing code-compliant wall signs on both the Fresh Thyme building and the out-building. All signage will be required to meet the Village's Sign Ordinance.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The Comprehensive Plan identifies the subject site as being a part of Catalyst Site #32. The Plan notes this site is underutilized with vacant buildings. The catalyst site presents an opportunity to complement the neighborhood retail nature of this area by providing new retail or service uses targeted towards nearby residents. The Plan also promotes redevelopment of underutilized commercial properties in areas that can provide convenient general commercial needs to the community. The proposed development of a grocery store with an outlot dedicated to retail users is consistent with the goals of the Comprehensive Plan and its specific goals for Catalyst Site #32.

The Comprehensive Plan identifies the northern 300 feet of the site as Corridor Commercial and southern 50 feet as single family residential. Corridor Commercial land uses include a blend of neighborhood-oriented commercial retail, offices, service uses and multi-family uses. The Corridor Commercial uses should function in a dual role within the Village by serving the needs of local residents while providing services to the larger region. Similarly, the Plan notes the Ogden Avenue corridor should continue to function in its dual role by serving the daily needs of local residents and providing commercial services to the larger region. The proposed grocery store and retail development will serve the needs of local residents and also provide services to the larger region.

While the proposed development does not follow the single family residential designation along the southern 50 feet of the property, the proposal does meet the intent of the Comprehensive Plan to expand commercial lot depth along Ogden Avenue to encourage commercial expansion on a case-by-case basis given the location, context, use and screening. The proposed development requires the expansion of the B-3 zoning district to the south to facilitate a development of this size. The expanded depth is beneficial to the development by creating adequate space for parking and circulation throughout the site. The proposed development is adjacent to commercial operations to the north, east and west. Furthermore, the petitioner is proposing to install a six-foot tall fence and landscaping along the southern property line to screen the commercial development from adjacent residential properties.

The Comprehensive Plan calls for perimeter landscape screening of parking areas, a high level of design that blends with surrounding properties, adds value to the adjacent properties and improves access management along Ogden Avenue. Landscaping is provided within the parking lot and along its edges to screen the parking from properties. The two buildings are a high quality. The proposed development improves access management by reducing the number of curb cuts along Ogden Avenue from six to two. The proposed development and plan are consistent with the Comprehensive Plan.

COMPLIANCE WITH ZONING ORDINANCE

The property is zoned R-5, Two Family Residential, R-6, Multiple Family Residential and B-3, General Services and Highway Business. If approved, the redevelopment of the subject site will be completed within the B-3 zoning district. As such, the bulk requirements of the proposed planned development in the B-3 zoning district are summarized in the following table:

Zoning Requirements for the Comprehensive Redevelopment

Lot 1 - Fresh Thyme Lot	Required	Proposed
North Setback (Front Yard)	75 ft from CL of Ogden Avenue	160 ft from CL of Ogden Avenue
East Setback (Front Yard)	26 ft	137 ft
South Setback (Rear Yard)	9 ft	50.5 ft
West Setback (Side Yard)	9 ft	10.7 ft
Building Height	60 ft	22.67 ft
Floor Area Ratio	0.75	0.27

Lot 2 - Out Building Lot	Required	Proposed
North Setback (Front Yard)	75 ft from CL of Ogden Avenue	117 ft from CL of Ogden Avenue
East Setback (Front Yard)	25 ft	26.2 ft
South Setback (Rear Yard)	n/a	102 ft
West Setback (Side Yard)	n/a	16 ft
Building Height	60 ft	16 ft
Floor Area Ratio	0.75	0.17

Planned Development Elements	Required	Proposed
Parking Spaces	142 (shared)	142 (shared)
Open Space (Total Lot 1 and 2)	15% (20,206 sq ft)	15% (20,228 sq ft)
Parking Lot Setbacks		
North Setback	50 ft from CL of Ogden Avenue	43 ft from CL of Ogden Avenue
East Setback	8 ft	13 ft
Rear Setback	6 ft	10 ft
West Setback	0 ft (north parking lot) 25 ft (south drive aisle)	5 ft (north parking lot) 54 ft (south drive aisle)

The proposed planned development departs from three zoning regulations, the vehicle parking setback along Ogden Avenue, the number of stacking spaces associated with the drive through restaurant and the side yard sign setback requirement along Fairview Avenue. The Ogden Avenue parking lot setback departure is necessary to permit the installation of code compliant parking spaces and drive aisles in front of the two buildings. Additionally, the proposed parking setback allows the Fresh Thyme building to be farther away from the residential properties to the south. If the required setback were met, the building, south drive aisle and south parking spaces would be closer to the residential properties. This deviation is necessary.

The seven stacking spaces are also the result of the installation of code compliant parking spaces and drive aisles in front of the out-building. Another stacking space could not be added without relocating the access drive to Florence Avenue at least 20 feet to the south and closer to the residential neighborhood. The petitioner has attempted to locate the Florence Avenue curb cut away from the residential areas to the south and as near Ogden Avenue and adjacent commercial properties as possible. In any case, additional stacking will occur on-site within the parking lot. This deviation is necessary.

The proposed Fairview Avenue sign is three feet from the north property line where 25 feet is required. The sign is necessary along Fairview Avenue to direct customer and delivery traffic into the development. Fairview Avenue is a minor arterial street that is heavily traveled. The sign is purposefully located along the north side of the drive aisle to separate the sign from the residential uses to the south. This deviation is necessary.

The petitioner is proposing parking lot lighting that is in accordance with the parking lot lighting requirements of the Zoning Ordinance. Particular care has been taken along the south drive aisle to limit the light spill onto the residential properties and to face all lights north towards the commercial properties. All lighting will be directed towards the buildings, driveways and parking areas and away from the adjacent residential properties.

As shown in the table above, the planned development meets the vast majority of the B-3 zoning district bulk requirements. The three deviations are necessary to limit the impact of the development on the surrounding residential uses. The proposal is consistent with the Village's Zoning Ordinance.

COMPLIANCE WITH THE SUBDIVISION CONTROL ORDINANCE

The subject property is made up of ten lots of record. The petitioner is proposing to subdivide these ten lots into two lots of record. All new business lots must be at least 75 feet wide by 140 feet deep for a total area of 10,500 square feet. The proposed plat of subdivision exceeds all of these requirements as shown in the table below:

317 – 327 Ogden Ave	Lot Width		Lot Depth		Lot Area	
	Required	Proposed	Required	Proposed	Required	Proposed
Lot 1	75 feet	274.18 feet	140 feet	350.14 feet	10,500 sf	108,103 sf (2.48 acres)
Lot 2	75 feet	99.28 feet	140 feet	267.00 feet	10,500 sf	26,605 sf (0.61 acres)

The Subdivision Ordinance requires that public improvements, including curb and gutter, sidewalks and parkway trees, be installed in conjunction with the proposed plat of subdivision. The petitioner is proposing to remove six curb cuts along Ogden Avenue and replace them with two new curb cuts. The petitioner is also reducing curb cuts on Florence Avenue from two to one. A new sidewalk will be installed along the entire width of the property along Ogden Avenue. Existing sidewalks along Fairview and Florence Avenues will be replaced as needed in conjunction with the new curb cuts that are being proposed.

The Village Forester has determined that six new parkway tree are required along Florence Avenue. Parkway trees are not required along Ogden Avenue as the petitioner is proposing to install eight trees within their property along Ogden Avenue. The limited parkway depth and lot width along Fairview Avenue does not allow the installation of a parkway tree along Fairview Avenue. The petitioner will pay a \$500 fee in-lieu of installation for the six parkway trees prior to the Village executing the plat. The Village Forester collects the fee and will install the parkway trees at the time of construction.

The Final Plat of Subdivision includes a blanket public utility and drainage easement over the majority of the property. The only portions of the property not covered by the blanket easement are the two building pad locations. This easement encompasses all proposed stormwater improvements, stormwater piping, water piping, ComEd and Nicor utilities. These easements meet the Village's requirements for utility easements.

The proposed development, resulting lots and proposed improvements comply with the Subdivision Ordinance.

TRAFFIC & PARKING

The proposed development includes two curb cuts along Ogden Avenue, a single curb cut onto Florence Avenue and a single curb cut Fairview Avenue. The Ogden Avenue curb cuts replace six existing curb cuts and will have a positive impact on the traffic conditions along Ogden Avenue. The western curb cut will have full access while the eastern curb cut will be right-in and right-out only.

The proposed curb cut onto Florence Avenue is a full access curb cut and will be located approximately 270 feet south of the intersection of Ogden and Florence Avenues. The Fairview Avenue curb cut will line up with Lake Avenue to the west. This curb cut will also be full access in and out.

The proposed development includes internal circulation aisles that connect all four curb cuts. The Fairview and Florence Avenue curb cuts are connected via a southern drive aisle. The southern drive aisle will include speed bumps in an effort to thwart cut-through traffic. It is anticipated that delivery vehicles will use the southern drive aisle to access the site, as the loading dock for the Fresh Thyme building is located at the southeast corner of the building.

The petitioner is proposing 142 parking spaces where 142 parking spaces are required. Twenty-two parking spaces are provided on Lot 2 with the remaining spaces being provided on Lot 1. The parking will be shared across both lots to meet the parking requirements.

The petitioner is providing seven stacking spaces for the drive-through lane. Typically eight spaces are required. The deviation is necessary based on the location of parking along Ogden Avenue and the petitioner's desire to have the Florence Avenue curb cut as close to Ogden Avenue as possible. The addition of another stacking space would push the Florence Avenue curb cut farther to the south and closer to the residential neighborhood.

The petitioner undertook a traffic review of the proposed development. The study reviewed trip generation rates based on the Institute of Traffic Engineers (ITE) 9th Edition of the *Trip Generation Manual*. The study found that an additional 89 vehicles would access the site during morning peak periods and an additional 155 vehicles would access the site during evening peak hours. The majority of traffic would access the site via the two Ogden Avenue curb cuts. The review found that there are adequate gaps in the Ogden Avenue traffic stream that allowed both inbound and outbound maneuvers from the subject site.

Traffic using the Florence Avenue access point is primarily generated from Ogden Avenue traffic. Minimal amounts of local traffic would travel south along Florence Avenue. The Fairview Avenue access point would see similar amounts of traffic exiting the site both north and south. The study found that the additional traffic generated by the proposed development can be accommodated by the area roadway system and that the four access points disperse traffic in an efficient manner.

The review also examined the proposed stacking spaces and found that for similar fast casual restaurants, peak vehicle queuing was between two and four vehicles. As such, the seven proposed stacking spaces will be sufficient for the proposed drive through lane.

ENGINEERING/PUBLIC IMPROVEMENTS

There will be significant improvements to the site and public infrastructure. The petitioner is proposing to reduce the curb cuts along Ogden Avenue from six to two. The petitioner is proposing a western full

access point and an eastern right-in and right-out only access point. IDOT has approved the curb cut locations along Ogden Avenue.

The petitioner will reduce the curb cuts along Florence Avenue from two to one. The new curb cut will provide full access to Florence Avenue. The proposed curb cut along Fairview Avenue will replace an existing residential curb cut and will also be full access in line with Lake Avenue.

The petitioner will construct a sidewalk along Ogden Avenue that ties into the existing sidewalk to the west and the existing sidewalk along Florence Avenue. Sidewalks along both Fairview and Florence Avenues will be replaced as necessary based on the new curb cut locations.

The petitioner is proposing to relocate the existing ComEd utility lines that run through the center of the site. The utilities will be relocated so that they run along the south property line. Sanitary sewer lines from each of the proposed buildings will tie into an existing sanitary sewer service within the Florence Avenue right-of-way.

The petitioner is proposing to install an eight inch water main within the south drive aisle to service both buildings. The water main will connect to the existing water mains within the Fairview and Florence Avenue rights-of-way.

The proposed development does not require on-stormwater detention because the development does not add more than 25,000 square feet of new impervious area. However, the petitioner is providing Post Construction Best Management Practice (PCBMPs) as required. These PCBMPs are located throughout the site and will capture stormwater and allow it to infiltrate into the ground. Stormwater will then be conveyed to the existing detention basin that is located within the Florence Avenue right-of-way. This Storm Trap detention facility was designed and installed in 2008. It was built per the requirements of the 2008 Stormwater Ordinance and to meet the detention requirements for a redevelopment of the north 300 feet of the subject site. The current Stormwater Management Ordinance, adopted in 2012, does not require additional stormwater storage, but PCBMPs are now required to meet the Village's Stormwater Management Ordinance and will be provided. The proposal will meet the Village's Stormwater Management Ordinance.

PUBLIC SAFETY REQUIREMENTS

The Fire Prevention Division has reviewed the proposed plans and determined that the proposed development provides sufficient access for emergency vehicles. As shown in the truck turning plan, the Village's largest emergency vehicle can maneuver throughout the site. The Village will have access to all four sides of each building.

Both proposed buildings will include a fire alarm system and sprinkler system that meet the Village's code requirements. A fire department connection is provided on the front of each building façade. An existing fire hydrant at the corner of Ogden and Florence Avenues will remain and the petitioner will install a new hydrant within a landscape island south of the out-building and east of the Fresh Thyme building. The two hydrants meet the requirements of the Fire Prevention Division.

NEIGHBORHOOD COMMENT

Notice was provided to all property owners 250 feet or less from the property in addition to posting the public hearing notice sign and publishing the legal notice in the *Downers Grove Suburban Life*. Staff spoke to the two adjacent commercial property owners to the west of the subject site who expressed no concerns regarding the development. Staff also spoke to two residential neighbors who wanted to learn more information about the proposal. One resident expressed concern about the Florence Avenue curb cut.

FINDINGS OF FACT

The petitioner is requesting approval of:

1. A Zoning Ordinance Map Amendment to rezone 4325 Fairview Avenue from R-5, Two-Family Residential to B-3, General Services and Highway Business.
2. A Zoning Ordinance Map Amendment to rezone 4322 Florence Avenue from R-6, Multiple-Family Residential to B-3, General Services and Highway Business.
3. A plat of subdivision to subdivide ten lots of record into two lots of record.
4. A Special Use to permit a drive-through restaurant in the B-3 zoning district.
5. A Planned Development designation for the comprehensive redevelopment of the subject property.

The proposed development meets the standards for each of these requests as outlined below:

Section 28.1702 Standards for Approval of Amendments to the Zoning Ordinance

Village Council and Plan Commission consideration and approval of any amendment, whether text or map, is a matter of legislative discretion that is not controlled by any one standard. However, in making its decisions and recommendations regarding map amendments, the Village Council and Plan Commission shall consider the following factors:

(1) *The existing uses and zoning of nearby property.*

The property at 4325 Fairview Avenue is currently zoned R-5, Two Family Residential and is used as a single family residence. The property at 4322 Florence Avenue is currently zoned R-6, Multiple Family Residential and is used as a multiple family residence. Residential uses are located to the east, south and west of both parcels. The parcels to the north of both parcels are used for commercial purposes.

The rezoning of these two parcels will meet multiple Comprehensive Plan goals, including the expansion of commercial depth along Ogden Avenue, the redevelopment of a catalyst site and the redevelopment of an underutilized commercial property. This standard has been met.

(2) *The extent to which the particular zoning restrictions affect property values.*

The proposed rezonings at 4325 Fairview Avenue and 4322 Florence Avenue will not negatively affect property values. In fact, the rezoning to foster a comprehensive redevelopment may benefit property values along the Ogden Avenue corridor. The petitioner has taken great care to provide significant landscaping and fencing along the perimeter of the development to screen the proposed development from the adjacent residential uses. This standard has been met.

(3) *The extent to which any determination in property value is offset by an increase in the public health, safety and welfare.*

The two proposed rezonings will not impact property values or the public health, safety and welfare of the community or neighborhood. This standard has been met.

(4) *The suitability of the subject property for the zoned purposes.*

The two properties could remain residential; however, they are better suited to commercial development in accordance with the Comprehensive Plan's goal to provide additional commercial depth along Ogden Avenue. If the subject properties were to remain in the residential zoning districts, the redevelopment of the vacant commercial property at 317 – 327 Ogden Avenue would be severally limited in size and scope. The redevelopment of this site requires additional commercial depth to accommodate the size and scale of the proposed development. The ability to

redevelop a catalyst site is dependent on the rezoning of these two residential properties. This standard has been met.

(5) *The length of time that the subject property has been vacant as zoned, considering the context of land development in the vicinity.*

The properties at 4325 Fairview Avenue and 4322 Florence Avenue are currently residential rentals. The surrounding area includes single family residential to the east, south and west and commercial uses to the north. Although these two properties are not vacant, the majority of the subject site is vacant and underutilized. The rezoning of these two properties to B-3 will facilitate the redevelopment of an underutilized commercial property that is identified in the Comprehensive Plan as a catalyst site. The redevelopment of the subject property will meet multiple Comprehensive Plan goals. This standard has been met.

(6) *The value to the community of the proposed use.*

The rezoning of 4325 Fairview Avenue and 4322 Florence Avenue will enable the Village to meet multiple goals of the Comprehensive Plan. The Plan identified the subject site as a catalyst site that should complement the neighborhood retail nature of the area. The rezoning will permit the development of a new grocery store and two additional retail spaces which will be beneficial to the neighborhood and community. The Plan also promoted the redevelopment of underutilized commercial properties and the expansion of the commercial depth along Ogden Avenue. The two proposed rezonings would assist in meeting these goals. This standard has been met.

(7) *The standard of care with which the community has undertaken to plan its land use development.*

The Village has carefully planned its land use development as evidenced by the October 2011 adoption of the Comprehensive Plan. This standard has been met.

Plat of Subdivision

The proposed Final Plat of Subdivision to subdivide the ten existing lots of record into two lots of record meets and exceeds the minimum lot dimension standards of Sections 20.101 (definitions) and 20.301(b) (lot dimensions) of the Subdivision Ordinance. The proposal is consistent with surrounding commercial uses and lot sizes. The request is consistent with the Comprehensive Plan and meets the requirements of the Subdivision Ordinance of the Village.

Section 28.1902 Standards for Approval of Special Uses

The Village Council may authorize a special use by ordinance provided that the proposed Special Use is consistent and in substantial compliance with all Village Council policies and land use plans, including but not limited to the Comprehensive Plan, the Future Land Use Plan and Master Plans and the evidence presented is such as to establish the following:

(a) *That the proposed use at that particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.*

The proposed restaurant with a drive-through use provides a desirable service that contributes to the general welfare of the community. The proposed use is also consistent with the Comprehensive Plan's recommendation for redevelopment of underutilized commercial properties in areas that provide convenient and general commercial needs to both local residents and the residents from a wider region.

The proposal is compatible with surrounding uses and will contribute to the general welfare of the neighborhood and the community. The proposal will redevelop a vacant underutilized site, will

include a high quality masonry design building and will provide landscape screening and fencing on the perimeter of the parking lot to screen the parking areas from adjacent residential uses. This standard is met.

- (b) That such use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or injurious to property values or improvements in the vicinity.***

The proposed drive-through restaurant will not be detrimental to the health, safety or the general welfare of persons in the vicinity of the site. The drive-through restaurant is similar in nature to other automobile oriented uses along Ogden Avenue. The anticipated site-generated traffic from the drive-through will have a minimal impact on the existing traffic pattern along Ogden Avenue and the Florence and Ogden Avenue intersection. The traffic study found the stacking lane was adequate for the proposed use. This standard is met.

- (c) That the proposed use will comply with the regulations specified in this Zoning Ordinance for the district in which the proposed use is to be located or will comply with any variation(s) authorized pursuant to Section 28-1802.***

The proposed drive-through use complies with the requirements of the Zoning Ordinance. The proposal provides seven stacking spaces where eight are typically required. This deviation is unavoidable based on the location of the building, adjacent parking and the petitioner's desire to provide a Florence Avenue curb cut as near to Ogden Avenue as possible. The addition of another stacking space would push the Florence Avenue curb cut farther to the south and closer to the residential neighborhood. The traffic study documented that seven spaces are adequate for the proposed use. This standard is met.

- (d) That it is one of the special uses specifically listed for the district in which it is to be located.***

The proposed drive-through restaurant is listed in Section 28.609 of the Zoning Ordinance as an allowed special use in the B-3 zoning district. This standard is met.

Section 28.1607 Standards for Approval of a Planned Development

Planned Development approval requests require evaluation per Section 28.1607 of the Zoning Ordinance, *Standards for Approval of Planned Developments*: “*The Plan Commission may recommend a planned development designation, plan or amendment based upon the following findings:*”

- (1) The extent to which the planned development meets the standards of this Article.***

The proposed Planned Development designation is consistent with the Comprehensive Plan. The proposal develops a catalyst site as desired, redevelops an underutilized parcel and expands the commercial depth along Ogden Avenue. Further, as demonstrated below, the request meets all standards of Section 28.1607. This standard is met.

- (2) The extent to which the planned development departs from the zoning and subdivision regulations otherwise applicable to the subject property, including but not limited to, the density, dimension, area, bulk, and use, and the reasons why such departures are deemed to be in the public interest.***

The proposed Planned Development meets or exceeds the majority of the bulk requirements of the B-3 zoning district. The proposal has minor deviations from the parking setback along Ogden Avenue, the sign setback along Fairview Avenue and the required eight stacking spaces for the drive through. These deviations are necessary to facilitate the comprehensive redevelopment of the site and to limit its impact on the adjacent residential neighborhood.

The deviation from the parking setback is in the public interest to permit code compliant parking spaces and drive aisles in front of the store and to eliminate the need to push the Fresh Thyme building farther to the south side of the property and closer to the residential uses. The sign setback deviation along Fairview Avenue is necessary based on the 50-foot width of the property along Fairview Avenue and the desire to have the sign located closer to the commercial uses to the north versus the residential uses to the south. The stacking space deviation is directly related to the location of the out-building. If the outbuilding was pushed farther to the north, adequate parking would not be provided. If an additional stacking space was added, the Florence Avenue curb cut would have to be pushed farther south and closer to the residential neighborhood. The three deviations are necessary to limit the impact of the development on the residential neighborhood.

The remaining bulk requirements have been met. The proposal complies with setbacks, height, lot coverage, floor area ratio, open space and parking requirements. This standard is met.

(3) *The method by which the proposed plan makes adequate provision for public services, provides adequate control over vehicular traffic, provides for and protects designated common open space, and furthers the amenities of light and air, recreation and visual enjoyment.*

The development makes adequate provisions for public services by providing a blanket utility easement over the vast majority of the site. The proposal reduces the curb cuts along Ogden Avenue from six to two and improves access management. The proposal adds a public sidewalk and green space along Ogden Avenue to create a better visual appearance than what currently exists. Additionally, the petitioner is providing significant landscaping and screening from adjacent residential properties. This standard is met.

(4) *Conformity with the planning objectives of the Village.*

The comprehensive redevelopment of this property will meet the following goals of the Comprehensive Plan:

- Redevelopment of Catalyst Site #32 with new retail uses targeted towards nearby residents
- Expand the commercial depth along Ogden Avenue
- Promote redevelopment of underutilized commercial properties
- Provide perimeter landscape screening of parking areas
- Provide a high level of design that blends with surrounding properties
- Improve access management to Ogden Avenue

This standard is met.

(5) *That the planned development at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.*

The proposed redevelopment of these parcels is necessary and desirable. The existing vacant commercial property has been vacant for a number of years and was identified in the Comprehensive Plan as Catalyst Site #32. The redevelopment of the subject site will contribute to the general welfare of the community by adding a new grocery store and two new retail establishments. The establishment of a Planned Development is necessary to meet the unique parking, access and landscaping requirements of the development. This standard is met.

- (6) That the planned development will not, under the circumstances of the particular case, be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or injurious to property values or improvements in the vicinity.**

The proposed Planned Development will not be detrimental to the health, safety, morals or general welfare of the surrounding neighborhood and community. The applicant has made provisions to screen the development from adjacent residential properties. The development will reduce the number of curb cuts along Ogden Avenue which will improve safety and better manage access to Ogden Avenue. This standard is met.

- (7) That the planned development is specifically listed as a special use in the district in which it is to be located.**

Planned Developments are specifically listed as an allowable Special Use in the B-3 zoning district per Section 28.609(a) of the Zoning Ordinance. This standard is met.

- (8) That the location and size of the planned development, the nature and intensity of the operation involved in or conducted in connection with said planned development, the size of the subject property in relation to the intensity of uses proposed, and the location of the site with respect to streets giving access to it, shall be such that it will be in harmony with the appropriate, orderly development of the district in which it is located.**

The proposed redevelopment of the subject site is consistent with similar commercial developments along Ogden Avenue. The size of the subject site is adequate for the intended commercial uses and intensity of such uses. The development is orderly and provides for access to three adjacent streets. The proposal identifies significant landscaping and screening from adjacent residential properties. The proposal is in harmony with the orderly development of the B-3 zoning district. This standard is met.

- (9) That the planned development will not be injurious to the use and enjoyment of other property in the immediate vicinity of the subject property for the purposes already permitted in such zoning district, nor substantially diminish and impair other property valuations within the neighborhood.**

The Planned Development and proposed building will not be injurious to the use and enjoyment of other properties in the immediate vicinity. The redevelopment of a vacant underutilized commercial property may improve adjacent property values. The location of the two proposed buildings will not diminish the enjoyment and use of other properties in the immediate neighborhood. This standard is met.

- (10) That the nature, location, and size of the structures involved with the establishment of the planned development will not impede, substantially hinder, or discourage the development and use of adjacent land and structures in accord with the zoning district in which it is located.**

The establishment of a Planned Development will not be detrimental to the surrounding residential districts. The proposed development will redevelop a commercial property that has sat vacant for a number of years. The proposed buildings are located and sized in a manner that will not have negative impacts on surrounding developments and uses. This standard is met.

- (11) That adequate utilities, access roads, drainage, and other necessary facilities have been or will be provided for the planned development.**

The petitioner is proposing to reduce the number of curb cuts onto Ogden Avenue from six to two which will improve access management along Ogden Avenue. The petitioner has made appropriate provisions for utilities to service the site. Existing ComEd utility lines that transverse the center of the site will be relocated to the south property line to accommodate the location of

the Fresh Thyme building. The petitioner will meet all requirements of the Village's Stormwater Ordinance. This standard is met.

(12) That parking areas shall be of adequate size for that particular planned development, which areas shall be properly located and suitably screened from adjoining residential uses.

The petitioner is providing 142 parking spaces where 142 spaces are required. The parking spaces, 120 on Lot 1 and 22 on Lot 2, will be shared by both lots. The petitioner is meeting the landscape requirements for both the interior of the parking lot and around the exterior of the parking lot. Significant landscaping and a six-foot tall fence are located along the south property line. The Planned Development designation provides clear parking and access regulations. This standard is met.

(13) That the planned development shall in all other respects conform to the applicable regulations of the zoning district in which it is located.

The Planned Development complies with the underlying regulations of the B-3 zoning district except for the three necessary deviations noted above in Standard 2. These deviations are necessary to limit the impact of the development on the adjacent residential neighborhood. This standard is met.

RECOMMENDATIONS

The proposed Zoning Ordinance Map Amendment at 4325 Fairview Avenue, the Zoning Ordinance map Amendment at 4322 Florence Avenue, Final Plat of Subdivision, Special Use and Planned Development designation for the Comprehensive Redevelopment of 317-327 Ogden Avenue, 4314 – 4322 Florence Avenue, and 4325 Fairview Avenue is consistent with the Comprehensive Plan and surrounding zoning and land use classifications. Based on the findings listed above, staff recommends the Plan Commission recommend the Village Council **approve** the two Zoning Ordinance Map Amendments, Final Plat of Subdivision, Special Use and Planned Development Designation for the Comprehensive Redevelopment as requested in case PC-05-14 subject to the following conditions:

1. The two zoning ordinance map amendments, final plat of subdivision, special use and planned development shall substantially conform to the staff report; architectural, engineering and landscape plans prepared by Greenberg Farrow dated January 31, 2014 and revised on February 21, 2014; final plat of subdivision prepared Compass Surveying, Ltd. dated January 21, 2014 and revised on February 20, 2014, except as such plans may be modified to conform to the Village codes and ordinances.
2. Prior to the issuance of any development permits, the petitioner shall pay a \$3,000 fee in lieu payment for six new parkway trees.
3. The two buildings shall be equipped with an automatic suppression system and an automatic and manual fire alarm system.
4. All proposed signage shall comply with the Village's Sign Ordinance.
5. The menu order board shall be equipped with automatic volume control.

Staff Report Approved By:

Tom Dabareiner, AICP
Director of Community Development

TD:sp
-att

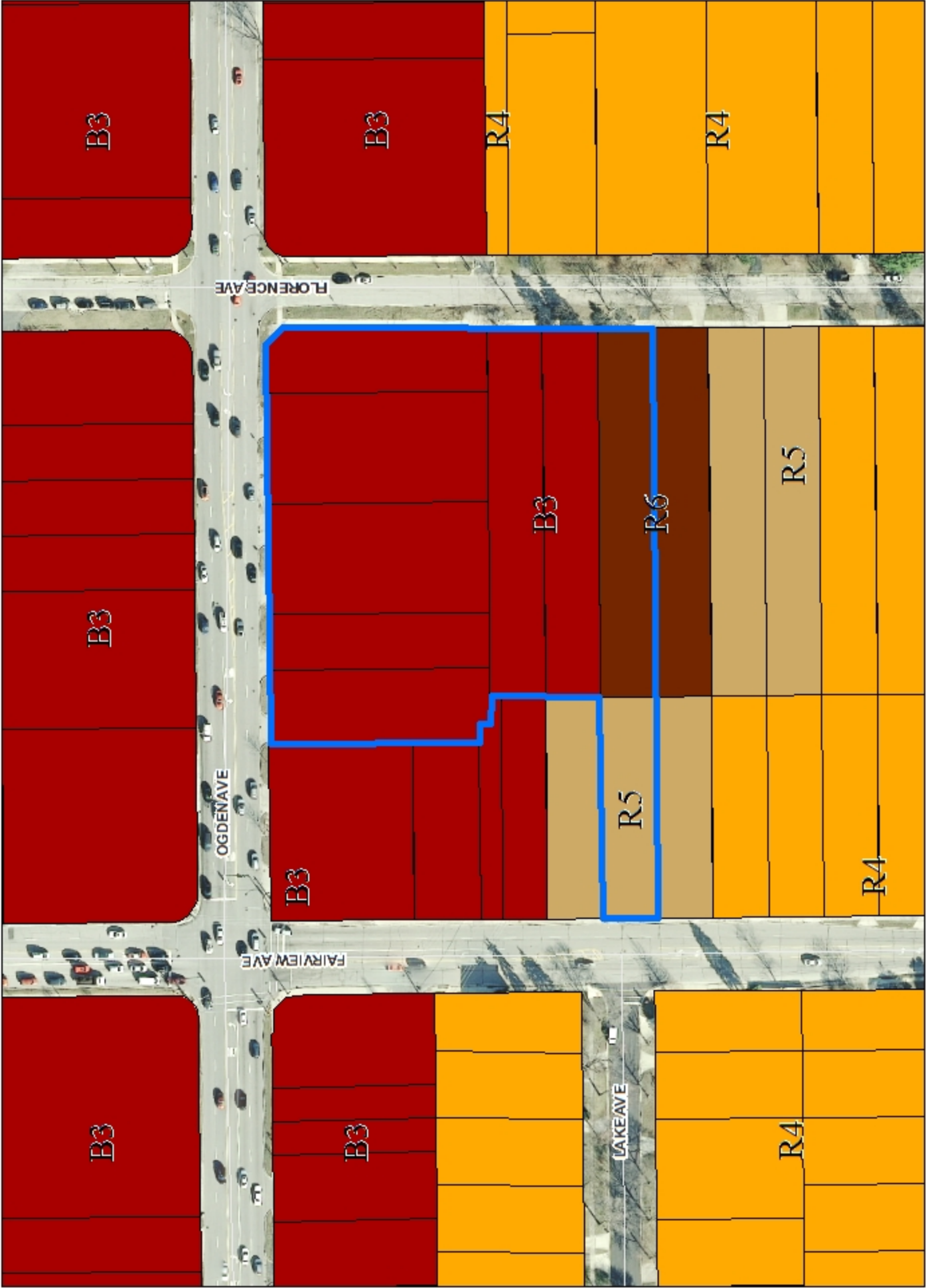
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0 50 100 Feet



317 – 327 Ogden Avenue, 4314 – 4322 Florence Avenue and 4325 Fairview Avenue



Existing Zoning





Project Summary / Narrative Letter

February 25, 2014

To	Mr. Stan Popovich, AICP Senior Planner Village of Downers Grove 801 Burlington Avenue Downers Grove, IL 60515	Project	Shorewood Dev. Downers Grove, IL
		Project #	20130576.0
		From	Jennifer Mowen
		Re	Project Summary / Narrative & Relief Request Letter
		Copies	

On behalf of Shorewood Development Group, please reference the required submittal application, fee, documents and plans as noted on the Cover Transmittal as our Petition for Plan Commission for the redevelopment of the properties located at 317–327 Ogden Avenue. The Petition for Plan Commission includes requests for Zoning Ordinance Map Amendment, Special Use, Planned Development with Relief, and Lot Consolidation/Reconfigurations in order to redevelop the site from multiple parcels with a mix of business and residential zoning designations into two lots under a Planned Development District for commercial use.

The proposed Lot 1 will consist of a 29,055 square foot Fresh Thyme Farmers Market grocery store, and the proposed Lot 2 will consist of a two-unit commercial building to accommodate a 2,500 square foot retail use, and a 2,000 square foot restaurant use with a drive-thru. The development will be accessed via four full ingress/egress points including one off of Fairview Avenue, one off of Florence Avenue, and two off of Ogden Avenue. Both lots will provide the associated parking for the proposed uses and breaks down as follows per the Overall Site Plan, Sheet C3.0:

Lot 1 (Parking Required)
Fresh Thyme: 29,055 SF*
17,613 GFA / 1,000 x 6 = 105.7 = 106

Lot 1 (Parking Provided)
120 spaces

Lot 2 (Parking Required)
Retail A: 2,500 SF*
2,125 GFA / 1,000 x 3.5 = 7.4 = 8

Lot 2 (Parking Provided)
22 spaces

Restaurant B: 2,000 SF*
1,700 GFA / 1,000 x 16 = 27.2 = 28

Total Lot 1 and Lot 2 Parking Required
142 spaces

Total Provided
142 spaces

**Please refer to Site Data Table Notes 1-4 on Overall Site Plan, Sheet C3.0 for further details on GFA breakdown and parking calculations.*

Shared parking has been discussed with staff as a viable option to resolve the parking shortage for Lot 2. Although Lot 2 is short on the parking provided by 14 spaces, Lot 1 provides for 14 additional spaces than what is required. Due to the proximity of both buildings and the layout of parking for the overall development, it will be adequately parked based on the 142 spaces being provided.

In order to accommodate the proposed uses and redevelopment, a breakdown and summary of each request for approval by the Plan Commission and Village Council is outlined below.

1. Request for Zoning Ordinance Map Amendment:

The site is currently composed of 9 parcels with a mix of zoning:

- 09-04-300-012: R5 Two-Family Residential District
- 09-04-300-030: R6 Multiple Family Residential District
- 09-04-300-029: B3 General Services and Highway Business District
- 09-04-300-028: B3 General Services and Highway Business District
- 09-04-300-007: B3 General Services and Highway Business District
- 09-04-300-006: B3 General Services and Highway Business District
- 09-04-300-005: B3 General Services and Highway Business District
- 09-04-300-004: B3 General Services and Highway Business District
- 09-04-300-052: B3 General Services and Highway Business District

In order to accommodate the redevelopment of the site for commercial uses, parcels 09-04-300-012 and 09-04-300-030 which are zoned R5 and R6 residential designations will need to be rezoned into the B3 General Services and Highway Business District. Per Section 28.1702: Standards for approval of amendments to the Zoning Ordinance listed below, and we offer the following comments in **bold**:

1. The existing uses and zoning of nearby property; **The development fronts the Ogden Avenue corridor, Fairview Avenue and Florence Avenue, and is surrounded by B3 District properties to the east, west and north. The rezoning into the B3 District seems appropriate for the subject parcels.**
2. The extent to which the particular zoning restrictions affect property values; **The redevelopment of the parcels will not have a negative effect to property values in the area. It will be an improvement for the Ogden Avenue Corridor and asset to the community.**
3. The extent to which any determination in property value is offset by an increase in the public health, safety and welfare; **The rezoning and redevelopment of the properties will not have a negative impact in the public health, safety and welfare of the area.**
4. The suitability of the subject property for the zoned purposes; **Per the Commercial Areas Plan on page 44 of the Village Comprehensive Plan, the intersection of Fairview Avenue and Ogden Avenue including the subject properties for rezoning and the proposed development are noted as a Gateway and a Commercial Corridor of the community.**
5. The length of time that the subject property has been vacant as zoned, considering the context of land development in the vicinity; **To the best of my knowledge and based upon information provided by Shorewood Development Group, the property has been vacant for approximately six (6) years.**
6. The value to the community of the proposed use, and; **The addition of retail and restaurant uses will provide additional sales tax revenue for the community.**
7. The standard of care with which the community has undertaken to plan its land use development. **Per the Village Comprehensive Plan, the site is noted as a Catalyst Redevelopment Opportunity in the East Ogden Avenue Key Focus Area.**

- 2. Request for Special Use:** The redevelopment of Lot 2 involves a two-unit building with a 2,500 square foot retail unit, and a 2,000 square foot restaurant unit with a drive-thru operation. Per Section 28.609(a) B-3 District – Special Uses are listed as *“Any special uses of the B-2 General Retail Business District unless already allowed as permitted uses in the B-3 District”*. Per Section 28.606(f) B-2 District – Special Uses include *“drive-in, drive-up and drive-through uses, including but not limited to banks and restaurants”*. We are requesting approval of a special use for the drive-thru operation accessory to the restaurant user on Lot 2. Per Section 28.1902: Standards for Approval listed below, we offer the following comments in **bold**:

- a) That the proposed use at that particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community. **The addition of a restaurant with a drive-thru is suitable and easy access for food service which will interest and serve the public convenience within and outside of the community.**
- b) That such use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or injurious to property values or improvements in the vicinity. **The drive-thru will not be detrimental to health, safety, morals or general welfare of persons residing or working in the vicinity or injurious to property values or improvements in the vicinity. The addition of the drive-thru will be an improvement along with the rest of the development.**
- c) That the proposed use will comply with the regulations specified in this Zoning Ordinance for the district in which the proposed use is to be located or will comply with any variation(s) authorized pursuant to Section 28-1802. **The proposed drive-thru will not require any variations from the Zoning Ordinance, but relief is requested under the PUD to allow for 7 stacking spaces when 8 stacking spaces are required. This is to ensure the location of the drive aisle off of Florence Avenue is as north as possible from the adjacent residential properties while still providing for adequate stacking.**
- d) That it is one of the special uses specifically listed for the district in which it is to be located. **Per Section 28.609(a) B-3 District – Special Uses are listed as “Any special uses of the B-2 General Retail Business**

District unless already allowed as permitted uses in the B-3 District". Per Section 28.606(f) B-2 District – Special Uses include "drive-in, drive-up and drive-through uses, including but not limited to banks and restaurants".

- 3. Request for Planned Development with Relief:** Based on discussion with staff, it was recommended to pursue a request for Planned Development for the proposed project. As mentioned previously, the site is noted as a Catalyst Redevelopment Opportunity along the East Ogden Avenue corridor, and additionally it is within the Ogden Avenue TIF District. The redevelopment will comply with the following standards for approval per Section 28.1607.
1. That the planned development at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.
 2. That the planned development will not, under the circumstances of the particular case, be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or injurious to property values or improvements in the vicinity.
 3. That the planned development is specifically listed as a special use in the district in which it is to be located.
 4. That the location and size of the planned development, the nature and intensity of the operation involved in or conducted in connection with said planned development, the size of the subject property in relation to the intensity of uses proposed, and the location of the site with respect to streets giving access to it, shall be such that it will be in harmony with the appropriate, orderly development of the district in which it is located.
 5. That the planned development will not be injurious to the use and enjoyment of other property in the immediate vicinity of the subject property for the purposes already permitted in such zoning district, nor substantially diminish and impair other property valuations within the neighborhood.
 6. That the nature, location, and size of the structures involved with the establishment of the planned development will not impede, substantially hinder, or discourage the development and use of adjacent land and structures in accord with the zoning district in which it is located.
 7. That adequate utilities, access roads, drainage, and other necessary facilities have been or will be provided for the planned development.
 8. That parking areas shall be of adequate size for that particular planned development, which areas shall be properly located and suitably screened from adjoining residential uses.
 9. That the planned development shall in all other respects conform to the applicable regulations of the zoning district in which it is located.

As part of our proposed Planned Development, we request relief from the Zoning Ordinance for the following:

1. Relief from Section 28.1502.01.A(2): No monument sign shall be located closer than twenty-five (25) feet from the lot line of any adjacent zoning lot. The proposed monument sign on Fairview Avenue is located in between the drive aisle into the development and the north property line. We are requesting relief to permit the reduced setback for the proposed monument sign to be located three (3) feet from the north property line which abuts an adjacent zoning lot.

Justification for Request: As part of the redevelopment of the site, there will be a new ingress/egress point off of Fairview Avenue to serve the development. Fairview Avenue is a minor arterial with approximately 13,500 Average Daily Trips according to IDOT's GIS Map application for Average Daily Traffic Counts. The monument sign will provide awareness of the businesses and access into the development for vehicles from Fairview Avenue.

2. Relief from Section 28.1410: 8 stacking spaces required per drive-through lane. We are requesting relief to allow 7 stacking spaces for the drive-through lane.

Justification for Request: The layout for the drive-through was necessary in order to maintain the distances of the Florence Avenue drive aisle as far north as possible from the residential properties to the south. Additionally the length of the drive thru is designed to accommodate the turning radius required for cars to enter the drive thru from southbound Florence.

3. Relief from Section 28.1110(h)(4): Off-street parking shall comply with minimum setback of not less than 50 feet from the center line of Ogden Avenue. We are requesting relief to allow a parking setback of 43 feet from the centerline of Ogden Avenue.

Justification for Request: By reducing the parking setback from the centerline of Ogden Avenue, the overall site layout allows the buildings to be located closer towards Ogden Avenue while maintaining the building setback but also putting greater distance between the buildings and the residential properties to the south.

- 4. Request for Lot Consolidation/Reconfigurations:** As it was referenced above under the Request for Zoning Map Amendment, the site currently consists of nine (9) parcels. The redevelopment of the site will require a consolidation of the parcels into two (2) lots. The proposed Final Plat of Subdivision of SDG Downers Grove Subdivision for the

new Lot 1 and Lot 2 complies with both Subdivision and Zoning Ordinance with respect to lot area, frontage, and depth requirements as outlined below, please reference the Final Plat of Subdivision for further details.

Proposed Lot 1

Site Area: 2.48 acres or 108,102 square feet
Lot Width (frontage on Ogden Avenue): 274.18 feet
Lot Depth: 330.05 feet

Proposed Lot 2

Site Area: .61 acres or 26,605 square feet
Lot Width: 99.28 feet
Lot Depth: 267 feet

Additionally, Shorewood Development Group is considering the Post Construction Best Management Practices (PCBMP) fee-in-lieu pertaining to Section 26.1000.B.1 and B.3 of the code in regards to full or partial PCBMPs to be provided for the project. While the applicant is obtaining documentation to support this request for fee-in-lieu, the engineering plans depict locations designed for proposed PCBMPs.

For further clarification requested by staff, early morning deliveries to the tenants are expected to take place around 5 / 6 am. Should you have any questions or require additional information regarding the project proposal and requests under our Petition for Plan Commission, please do not hesitate to contact our office.

MEMORANDUM TO: Dan Angspatt, PE
Shorewood Development Corp.

FROM: Javier Millan
Senior Consultant

Luay R. Aboona, PE
Principal

DATE: February 24, 2014

SUBJECT: Traffic Evaluation Summary
Proposed Fresh Thyme Farmers Market
Downers Grove, Illinois

This memorandum summarizes the results of a traffic evaluation summary prepared by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) regarding the proposed Fresh Thyme Farmers Market development to be located in the southwest quadrant of the intersection of Ogden Avenue (U.S. Route 34) and Florence Avenue in Downers Grove, Illinois. The plans call for developing the approximate three-acre site with the following land uses:

- 29,055 square foot grocery store (Fresh Thyme Farmers Market)
- 2,500 square feet of retail
- 2,000 square foot fast food casual restaurant with a drive-through lane

Access to the proposed development will be provided on Ogden Avenue, Florence Avenue and Fairview Avenue.

The purpose of this memorandum is to address the following:

- The number of trips generated
- Assign site traffic to the proposed access drives
- Review on-site circulation and drive-through usage/stacking requirements

Existing Conditions

As indicated earlier, the proposed development is located in the southwest quadrant of the intersection of Ogden Avenue and Florence Avenue. The site (please see **Figure 1**) is currently vacant and provides multiple full ingress/egress curb cuts (approximately five) on Ogden Avenue.

The land use surrounding the site is single-family residential to the south and retail to the north, east and west. The A-Len Automotive Service is located immediately west of the site. The Perillo Pre-Owned Dealer is located on the north side of Ogden Avenue. An Auto Zone and L.A. Tan are located east of the site.

Site Accessibility

The roadways adjacent to the site are illustrated in Figure 1 and are described below.

Ogden Avenue (U.S. Route 34) is an east-west arterial that provides two lanes in each direction separated by a center two-way left-turn lane with a posted speed limit of 35 mph. No exclusive right-turn lanes are provided on either approach at its intersection with Florence Avenue. Ogden Avenue is under traffic signal control at its intersection with Fairview Avenue. Ogden Avenue is under the jurisdiction of the Illinois Department of Transportation and carries an average daily traffic (ADT) of 38,100 vehicles east of Fairview Avenue and 35,800 west of Fairview Avenue.

Florence Avenue is a north-south two-lane local road that extends from Otis Avenue north to its terminus approximately 580 feet north of Ogden Avenue. At its unsignalized intersection with Ogden Avenue, Florence Avenue is under stop sign control. On-street parking is not allowed on the west side of the street. Florence Avenue has a posted speed limit of 25 mph, carries an ADT of 600 vehicles and is under the jurisdiction of the Village of Downers Grove.

Fairview Avenue is a north-south major collector that provides two lanes in each direction separated by a center two-way left-turn in the vicinity of the site. The roadway has a posted speed limit of 35 mph. Fairview Avenue north of Ogden Avenue is under the jurisdiction of the DuPage County Division of Transportation and under the jurisdiction of the Village of Downers Grove south of Ogden Avenue. Fairview Avenue carries an ADT 16,400 vehicles north of Ogden Avenue and 14,000 vehicles south of Ogden Avenue.



Aerial View of Site **Figure 1**

Proposed Development Plans

The plans call for developing the approximate three-acre vacant site with the following land uses:

- 29,055 square foot grocery store (Fresh Thyme Farmers Market)
- 2,500 square feet of retail
- 2,000 square foot fast food casual restaurant with a drive-through lane

Access to the proposed development will be provided on Ogden Avenue, Florence Avenue and Fairview Avenue (opposite Lake Avenue). The site reduce the number of curb cuts on Ogden Avenue from five full ingress/egress access drives to one full ingress/egress access drive and one right-in/right-out access drive. This reduction in the number of access drive will have a positive impact on traffic conditions along Ogden Avenue by reducing the number of curb cuts and conflict points within close proximity. It should be noted that IDOT has reviewed the concept plan and has conceptually agreed to the type and location of access drives on Ogden Avenue.

The drive-through lane for the proposed fast food casual restaurant will be located on the east side of the building with vehicles entering from the south and exiting internally to the north.

Trip Generation

The amount of traffic that will be generated by the proposed development was based on trip generation rates published by the Institute of Transportation Engineers (ITE) in its 9th Edition of the *Trip Generation Manual*. **Table 1** summarizes the trips that will be generated during the weekday morning and evening peak hours as well as the daily trip generation. It should be noted that the trip generation for the fast casual restaurant with drive-through was based on previous surveys of other fast casual restaurants with drive through conducted by KLOA, Inc. A 10 percent interaction reduction factor was assumed to take into account customers that will visit two or more land uses in one trip. It should also be noted that a pass-by reduction rate of approximately 20 percent for retail developments is typical. Pass-by trips are vehicles that travel next to a development and are “captured” from the immediately adjacent roadway system. However, in order to provide for a conservative evaluation, pass-by reduction was not applied to the proposed site-generated traffic

Table 1
TRIP GENERATION SUMMARY

ITE Land- Use Code	Land Use	Size	A.M.		P.M.		Daily Traffic	
			In	Out	In	Out	In	Out
850	Supermarket	29,055 s.f.	61	38	138	137	1,485	1,485
826	Specialty Retail	2,500 s.f.	2	--	12	15	72	72
--	Fast Casual with Drive-Through	2,000 s.f.	<u>36</u>	<u>39</u>	<u>22</u>	<u>18</u>	<u>496</u>	<u>496</u>
	Sub Total		99	77	172	170	2,053	2,053
	10 percent Interaction		<u>-10</u>	<u>-10</u>	<u>-17</u>	<u>-17</u>	<u>-205</u>	<u>-205</u>
	Total Trips		89	67	155	153	1,848	1,848

Traffic Assignments

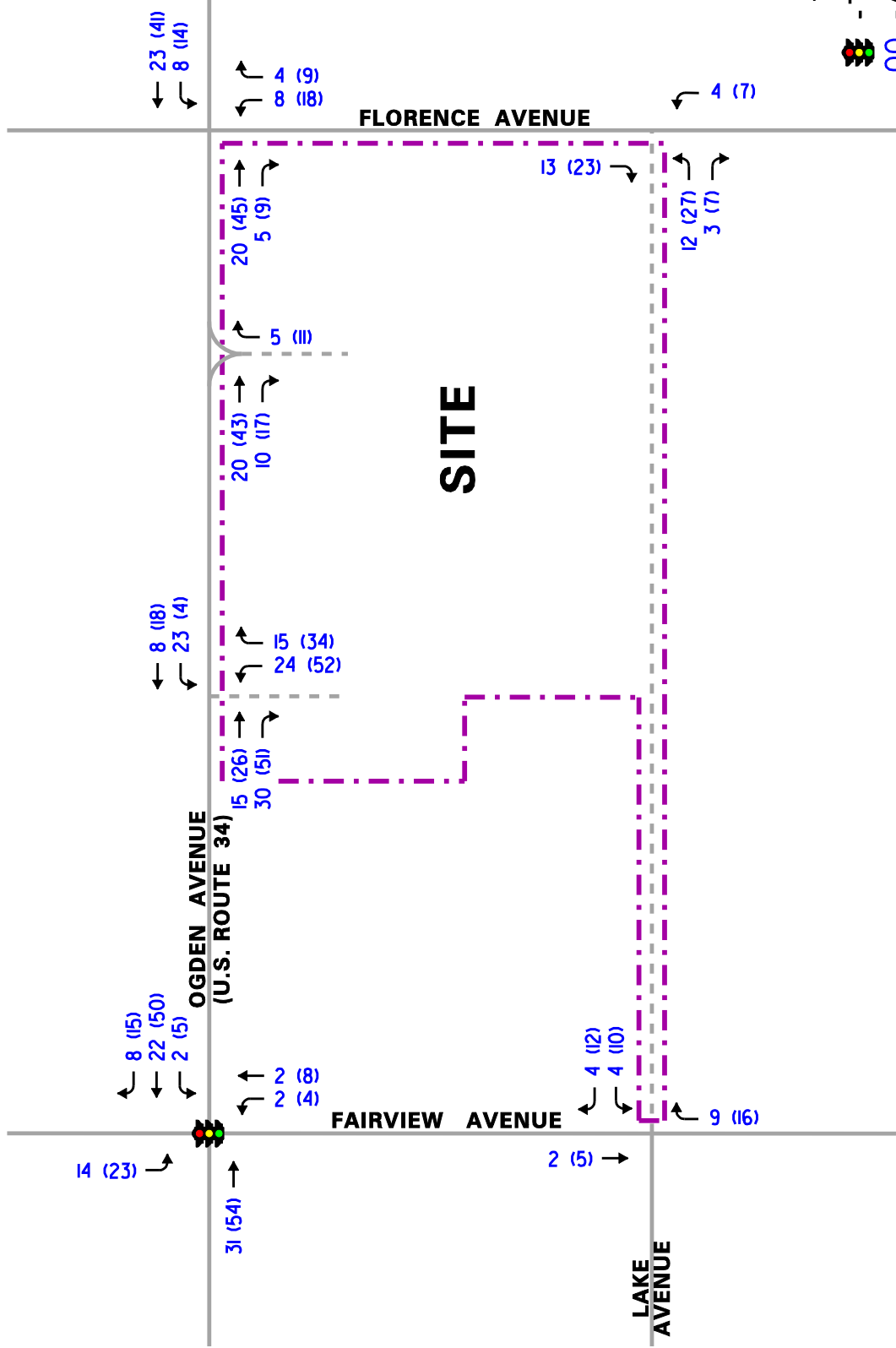
The estimated peak hour traffic volumes that will be generated by the proposed development were assigned to the various roadways serving the site in accordance with existing traffic patterns in the area and based on the proposed access system. **Figure 2** shows the estimated site traffic assignment.

Based on KLOA, Inc. observations, Ogden Avenue westbound traffic during the evening peak period backs up beyond Florence Avenue. However, it was also noted that these queues always cleared with the green phase for westbound traffic at the Ogden Avenue traffic signal with Fairview Avenue. It was also observed that traffic along Ogden Avenue was well platooned and as such, there were numerous gaps in the through traffic stream that allowed inbound and outbound maneuvers from Florence Avenue to occur with relative ease. Therefore, the outbound left-turn traffic from the site will operate efficiently for the following reasons:

- The site has four different ways of accessing the site and three different ways for vehicles desiring to travel west to exit (via Florence Avenue, the full ingress/egress access drive on Ogden Avenue or via the service drive on Fairview Avenue).
- Traffic along Ogden Avenue is well platooned
- There is a two-way left-turn lane on Ogden Avenue that allows exiting vehicles the opportunity to perform a two-part left-turn maneuver.



NOT TO SCALE



LEGEND

- TRAFFIC SIGNAL
- 00 - AM PEAK HOUR
- (00) - PM PEAK HOUR

KLOA
Job No: 14-XXX

Figure: 2

PROJECT:	<p>Proposed Fresh Thyme Farmers Market Downers Grove, Illinois</p>
TITLE:	<p>Estimated Site Traffic Assignment</p>

On-Site Circulation and Drive-through Usage

Based on a review of the proposed site development plans, the development will provide 24 feet wide two-way driving aisles with 90 degree parking. A double berth loading dock will be located at the southeast corner of the Fresh Thyme Farmers Market. Trucks will enter from the west via the proposed service drive intersection with Fairview Avenue and backup into the loading docks. Once trucks have finished unloading, they will exit onto Florence Avenue and drive north towards Ogden Avenue. It is recommended that stop signs for outbound traffic be provided at each access drive.

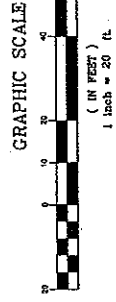
As part of the development plan, a fast casual restaurant with a drive-through lane is proposed on the east side of the site. The drive-through operation will operate in a counter-clockwise traffic circulation pattern. The pick-up window and the ordering board will be located on the east side of the building with vehicles entering from the south and driving north. The drive-through lane should be under stop sign control at its intersection with the northerly east-west drive aisle. A “DO NOT ENTER” sign should be provided at the exit of the drive-through lane facing north to deter traffic from entering the one-way northbound drive-through operation. It is recommended that wayfinding signage be posted to guide vehicles to the drive-through stacking area to minimize vehicle turning movements within the internal site circulation area.

The drive-through lane will provide stacking for eight vehicles (three vehicles from the order board and five vehicles from the pick-up window before reaching Florence Avenue). Based on surveys conducted by KLOA, Inc. at other fast casual restaurants with drive-through lane, the following was found:

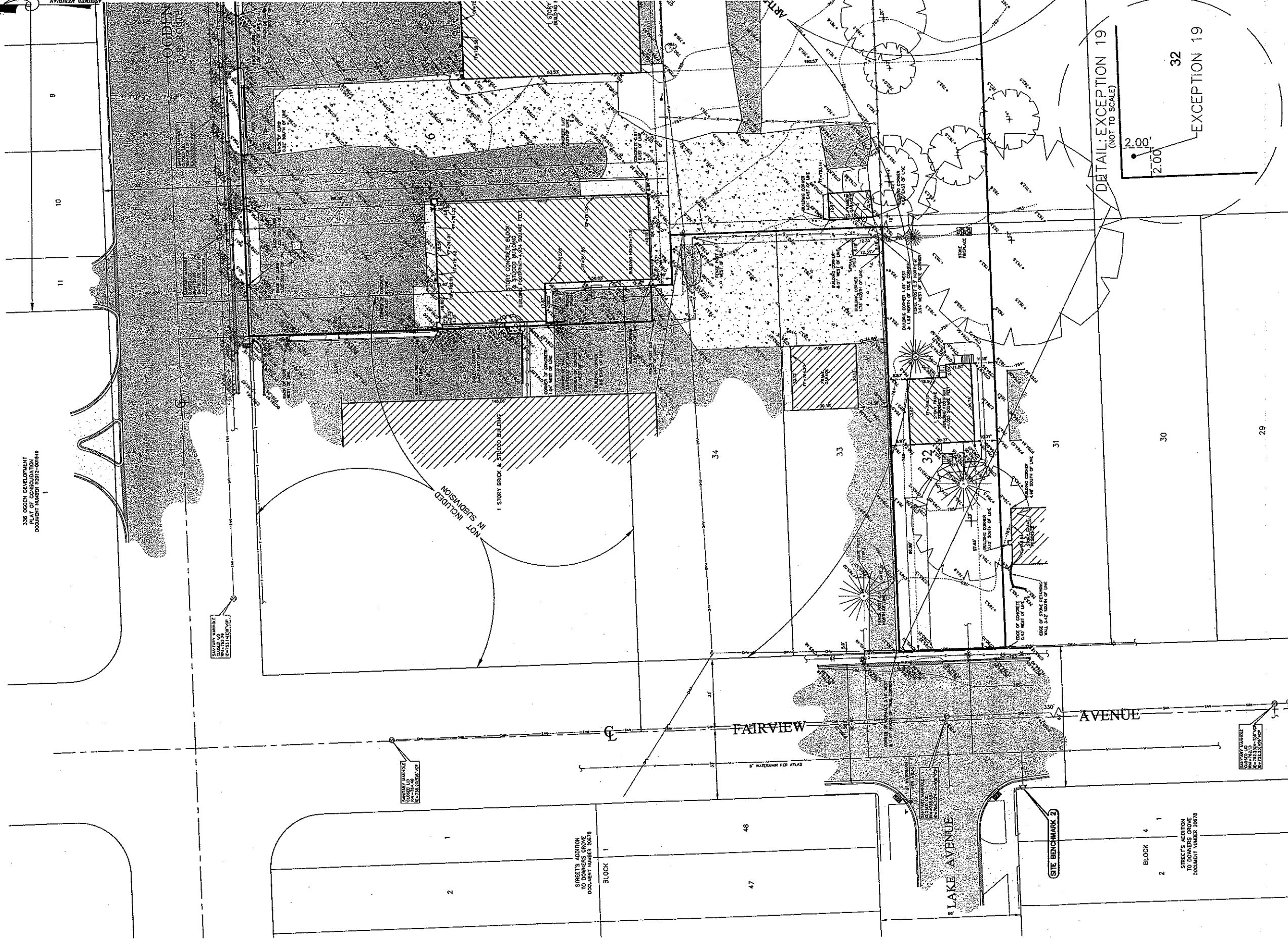
- The average queue at the ordering board during the lunch peak period was four vehicles with a maximum queue of six vehicles occurring only once.
- The average queue at the pick-up window during the lunch peak period was two vehicles with a maximum queue of three vehicles.

Based on the survey results, the proposed stacking of approximately eight vehicles will be adequate.

ALTA/ACSM LAND TITLE AND TOPOGRAPHIC SURVEY



338 OGDEN DEVELOPMENT
PLAN OF CONSOLIDATION
DOCUMENT NUMBER R201-00144



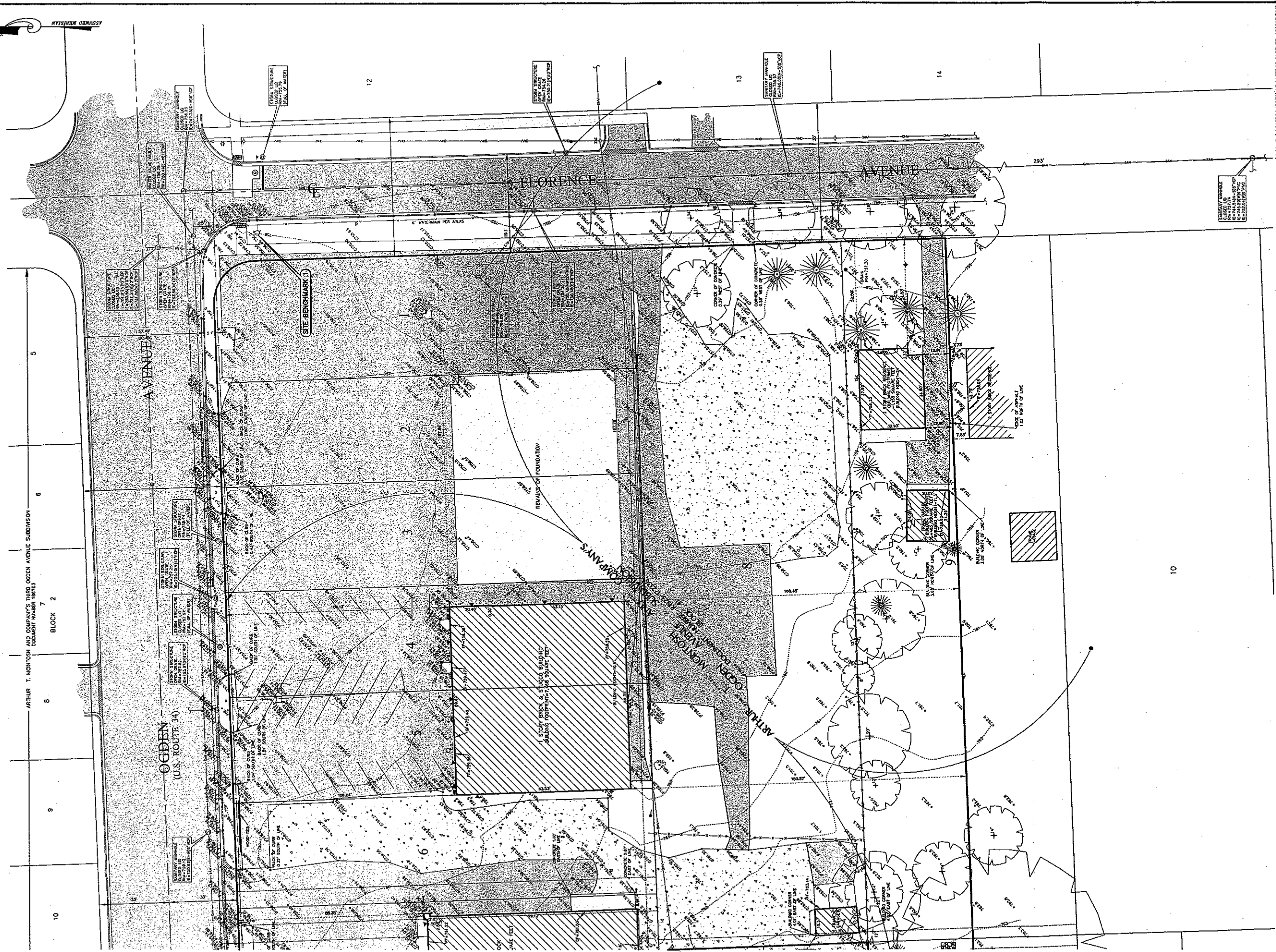
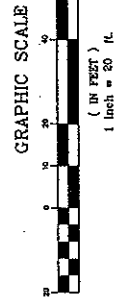
COMPASS SURVEYING LTD.
ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING
2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502
PHONE: (630) 820-5100 FAX: (630) 820-1000 EMAIL: ADMIN@COMPASSSURVEYING.COM

PROJECT	MCINTOSH & CO'S OGDEN AVENUE SUBDIVISION
NO.	Block 4
DATE	8-15-13
PC	JK
DRAWN BY	JPS
CHECKED BY	DW
BOOK	401
PG	48
DATE	10-21-13
BY	BRK
REVISIONS	
IN HOUSE REVIEW	
CLIENT	GREENBERG FARROW ARCHITECTS Arlington Heights, Illinois 60005

SCALE	1" = 20'
PROJ. NO.	13.0137
PAGE	2 OF 3

UTILITY STATEMENT
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM RECORDS SUPPLIED TO SURVEYOR. IN CERTAIN AREAS, NO RECORDS WERE AVAILABLE. SURVEYOR HAS CONDUCTED VISUAL SURVEY OF ALL UTILITIES IN THE AREA, WITHIN THE SCOPE OF THE UNDERGROUND UTILITIES SHOWN AND IN THE EXISTING LOCATION OF UTILITIES. SURVEYOR HAS CONDUCTED VISUAL SURVEY OF ALL UTILITIES IN THE AREA, WITHIN THE SCOPE OF THE UNDERGROUND UTILITIES SHOWN AND IN THE EXISTING LOCATION OF UTILITIES. SURVEYOR HAS CONDUCTED VISUAL SURVEY OF ALL UTILITIES IN THE AREA, WITHIN THE SCOPE OF THE UNDERGROUND UTILITIES SHOWN AND IN THE EXISTING LOCATION OF UTILITIES. SURVEYOR HAS CONDUCTED VISUAL SURVEY OF ALL UTILITIES IN THE AREA, WITHIN THE SCOPE OF THE UNDERGROUND UTILITIES SHOWN AND IN THE EXISTING LOCATION OF UTILITIES.

ALTA/ACSM LAND TITLE AND TOPOGRAPHIC SURVEY



G:\PDATA\2013\PROJECTS\13.0137\13.0137.15_1013.DWG

UTILITY STATEMENT

THE UNDERSIGNED HAS CONDUCTED A VISUAL SURVEY OF THE PROJECT AREA TO IDENTIFY ANY ABOVE-GROUND UTILITIES THAT MAY BE LOCATED WITHIN THE PROJECT AREA. THE UNDERSIGNED HAS NOT CONDUCTED ANY EXCAVATION OR TESTING TO VERIFY THE LOCATION OR DEPTH OF ANY UTILITIES. THE UNDERSIGNED HAS NOT CONDUCTED ANY SURVEYING TO DETERMINE THE EXACT LOCATION OF ANY UTILITIES. THE UNDERSIGNED HAS NOT CONDUCTED ANY SURVEYING TO DETERMINE THE EXACT LOCATION OF ANY UTILITIES. THE UNDERSIGNED HAS NOT CONDUCTED ANY SURVEYING TO DETERMINE THE EXACT LOCATION OF ANY UTILITIES.

Know what's below.
Call before you dig.

DATE	BY	REVISIONS
8-15-13 <td>PC <td>1</td> </td>	PC <td>1</td>	1
8-15-13 <td>PC <td>2</td> </td>	PC <td>2</td>	2
8-15-13 <td>PC <td>3</td> </td>	PC <td>3</td>	3
8-15-13 <td>PC <td>4</td> </td>	PC <td>4</td>	4
8-15-13 <td>PC <td>5</td> </td>	PC <td>5</td>	5
8-15-13 <td>PC <td>6</td> </td>	PC <td>6</td>	6
8-15-13 <td>PC <td>7</td> </td>	PC <td>7</td>	7
8-15-13 <td>PC <td>8</td> </td>	PC <td>8</td>	8
8-15-13 <td>PC <td>9</td> </td>	PC <td>9</td>	9
8-15-13 <td>PC <td>10</td> </td>	PC <td>10</td>	10
8-15-13 <td>PC <td>11</td> </td>	PC <td>11</td>	11
8-15-13 <td>PC <td>12</td> </td>	PC <td>12</td>	12
8-15-13 <td>PC <td>13</td> </td>	PC <td>13</td>	13
8-15-13 <td>PC <td>14</td> </td>	PC <td>14</td>	14
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8-15-13 <td>PC <td>17</td> </td>	PC <td>17</td>	17
8-15-13 <td>PC <td>18</td> </td>	PC <td>18</td>	18
8-15-13 <td>PC <td>19</td> </td>	PC <td>19</td>	19
8-15-13 <td>PC <td>20</td> </td>	PC <td>20</td>	20

PROJECT
MCINTOSH & CO'S OGDEN AVENUE SUBDIVISION
Block 4

CLIENT
GREENBERG FARROW ARCHITECTS
21 S. Evergreen Avenue
Arlington Heights, Illinois 60005

COMPASS SURVEYING LTD
ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING
2631 GINGER WOODS PARKWAY, STE. 100
PHONE: (630) 820-8100 FAX: (630) 820-3800 EMAIL: ADMIN@COMPASSSURVEYING.COM

SCALE: 1" = 20'
3 OF 3
PROJ. NO.: 13.0137

EASEMENT PROVISIONS

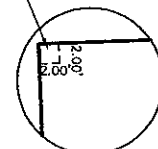
AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO COMMONWEALTH EDISON COMPANY AND SBC-AMERITECH, ILLINOIS, A.K.A., ILLINOIS BELL TELEPHONE COMPANY, GRANTEEES, THEIR RESPECTIVE LICENSEES, SUCCESSORS, AND ASSIGNS, JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION) WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2, AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING", AND "COMMON AREA". THE TERM "COMMON AREA OR AREAS" AND "COMMON ELEMENTS" INCLUDE REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

COMMONWEALTH EDISON COMPANY EASEMENT
DOCUMENT NUMBER R73-41670



DETAIL A
(NOT TO SCALE)

STREET'S ADDITION
TO DOWNERS GROVE
DOCUMENT NUMBER 20678
BLOCK 1

STREET'S ADDITION
TO DOWNERS GROVE
DOCUMENT NUMBER 20678
BLOCK 4

- LEGEND**
- SET 7/8" O.D.I.P. UNLESS OTHERWISE NOTED
 - SET CONCRETE MONUMENT
 - + CROSS IN CONCRETE

- LINE LEGEND**
- SUBDIVISION BOUNDARY LINE
 - - - ADJACENT LAND PARCEL LINE
 - - - EASEMENT LINE
 - CENTERLINE
 - - - BUILDING SETBACK LINE
 - - - SECTION LINE

- ABBREVIATIONS**
- (R) = RECORD BEARING OR DISTANCE
 - (M) = MEASURED BEARING OR DISTANCE
 - (C) = CALCULATED BEARING OR DISTANCE
 - (D) = DEED BEARING OR DISTANCE
 - A = ARC LENGTH
 - R = RADIUS
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 - B.L. = BUILDING LINE
 - U.E. = UTILITY EASEMENT
 - D.E. = DRAINAGE EASEMENT
 - P.U.E. = PUBLIC UTILITY EASEMENT
 - P.O.C. = POINT OF COMMENCEMENT
 - P.O.B. = POINT OF BEGINNING
 - P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT

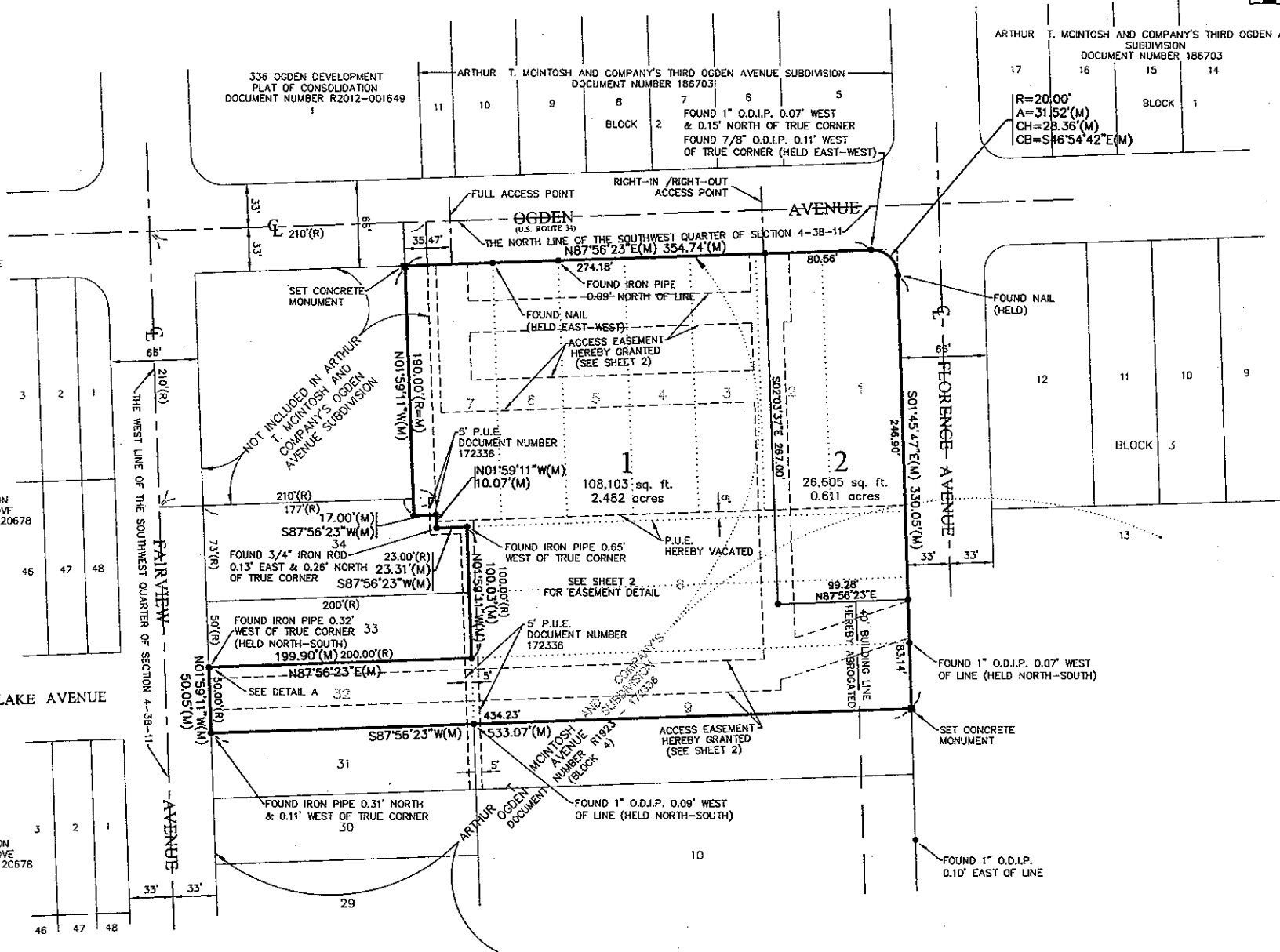
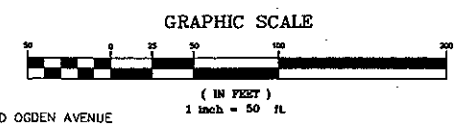
AREA SUMMARY	
GROSS	134,708 SQUARE FEET OR 3.092 ACRES
R.O.W. DEDICATION	0 SQUARE FEET OR 0.00 ACRES
NET AREA	134,708 SQUARE FEET OR 3.092 ACRES (TO HEAVY LINES) (BASED ON MEASURED VALUES)

ACCESS NOTE:
ACCESS TO OGDEN AVENUE (U.S. ROUTE 34) FROM THIS SUBDIVISION SHALL BE LIMITED TO ONE (1) FULL ACCESS POINT AND ONE (1) RIGHT-IN/RIGHT-OUT ACCESS POINT AT THE LOCATIONS SHOWN HEREON.

FINAL PLAT OF SUBDIVISION OF SDG DOWNERS GROVE SUBDIVISION

IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

- P.L.N. 09-04-300-004
- P.L.N. 09-04-300-005
- P.L.N. 09-04-300-006
- P.L.N. 09-04-300-007
- P.L.N. 09-04-300-012
- P.L.N. 09-04-300-028
- P.L.N. 09-04-300-029
- P.L.N. 09-04-300-030
- P.L.N. 09-04-300-052



NICOR EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO NORTHERN ILLINOIS GAS COMPANY, ITS SUCCESSORS AND ASSIGNS ("NI-GAS") TO INSTALL, OPERATE, MAINTAIN, REPAIR, REPLACE AND REMOVE, FACILITIES USED IN CONNECTION WITH THE TRANSMISSION AND DISTRIBUTION OF NATURAL GAS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THIS PLAT MARKED "EASEMENT", "COMMON AREA OR AREAS" AND STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, AND THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, AND TO SERVE OTHER PROPERTY, ADJACENT OR OTHERWISE, AND THE RIGHT TO REMOVE OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO, TREES, BUSHES, ROOTS AND FENCES, AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER NI-GAS' FACILITIES OR IN, UPON OR OVER THE PROPERTY IDENTIFIED ON THIS PLAT FOR UTILITY PURPOSES WITHOUT THE PRIOR WRITTEN CONSENT OF NI-GAS. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THAT MEANING SET FORTH FOR SUCH TERM IN SECTION 605/2(E) OF THE "CONDOMINIUM PROPERTY ACT" (ILLINOIS COMPILED STATUTES, CH. 765, SEC. 605/2(E), AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, INCLUDING REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PROPERTY, EVEN THOUGH SUCH AREAS MAY BE DESIGNATED ON THIS PLAT BY OTHER TERMS.

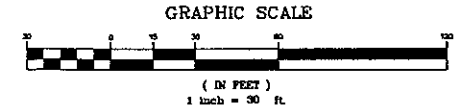
PROJECT	FINAL PLAT OF SUBDIVISION SDG DOWNERS GROVE SUBDIVISION Downers Grove, Illinois
CLIENT	GREENBERG FARROW ARCHITECTS Downers Grove, Illinois 60018
DATE	1-21-14
NO.	1
PC	1
CHKD BY	TFS
DATE	2-20-14
BY	TFS
REVISED	FOR LATER DATED FEBRUARY 14, 2014
BOOK	
PG	

COMPASS SURVEYING LTD.
ALTA SURVEYS & TOPOGRAPHY & CONSTRUCTION STAKING
261 GINGERWOOD PARKWAY, STE. 100
AURORA, IL 60009
PHONE: (630) 830-0100 FAX: (630) 830-0101 EMAIL: ADMIN@COMPASSSURVEYING.COM

SCALE: 1" = 50'
1 OF 3
PLOT NO.: 13.0137-01

FINAL PLAT OF SUBDIVISION OF SDG DOWNERS GROVE SUBDIVISION

IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.



BLANKET UTILITY AND DRAINAGE EASEMENT PROVISIONS

PERMANENT, NON-EXCLUSIVE BLANKET UTILITY AND DRAINAGE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF DOWNERS GROVE AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH THE UNDERGROUND SANITARY SEWER, WATER MAIN, STORM SEWER AND DRAINAGE IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY EXCEPT THOSE AREAS IDENTIFIED HEREON AS "NON EASEMENT AREA" OR "NEA". FOR PUBLIC UTILITIES, DRAINAGE, STORM WATER DETENTION AND INGRESS, EGRESS ON THIS PLAT, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER OR ON THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHT HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL THESE PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER GRANTEE'S FACILITIES. AFTER INSTALLATION OF ANY SUCH FACILITIES THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF. THE LOCATION OF FACILITIES BY GRANTEE'S SHALL NOT CONFLICT OR INTERFERE WITH OTHER PUBLIC IMPROVEMENTS AND ANY CONFLICTS IN USE SHALL BE SUBJECT TO FORMAL RESOLUTION AND APPROVAL BY THE VILLAGE. NO PERMANENT BUILDINGS AND OTHER STRUCTURES, EXCEPT FOR DRIVEWAYS, PARKING LOTS, SIDEWALKS, BIKE PATHS AND FENCES, ARE TO BE ERRECTED OR MAINTAINED UPON SAID PERMANENT EASEMENT.

UTILITY EASEMENT CLAUSES

- 1) GRANTEE WILL CONSTRUCT THE FACILITIES IN A GOOD AND WORKMANLIKE MANNER, AND WILL KEEP THE FACILITIES IN GOOD MAINTENANCE AND REPAIR AT ITS SOLE COST AND EXPENSE.
- 2) GRANTEE WILL GIVE WRITTEN NOTICE TO GRANTOR AT LEAST 10 DAYS BEFORE BEGINNING ANY WORK IN THE EASEMENT AREA, WHICH NOTICE WILL SPECIFY THE WORK TO BE PERFORMED AND AN ESTIMATED DATE WHEN THE WORK WILL BE COMPLETED. GRANTEE WILL USE ITS BEST EFFORTS TO COMPLETE THE WORK BY THAT DATE.
- 3) UNLESS OTHERWISE AGREED IN WRITING, IMMEDIATELY AFTER GRANTEE COMPLETES ANY WORK IN THE EASEMENT AREA, GRANTEE WILL RESTORE THE EASEMENT AREA TO AT LEAST THE SAME CONDITION AS IT WAS IN BEFORE GRANTEE BEGAN THE WORK AND TO A SAFE CONDITION, AND WILL REMOVE ALL OF ITS EQUIPMENT, TOOLS, TRASH AND DEBRIS FROM THE EASEMENT AREA.
- 4) UNLESS OTHERWISE AGREED IN WRITING, GRANTEE WILL NOT MOVE, REMOVE OR DEMOLISH ANY OF GRANTOR'S SIGNS, ACCESS DRIVES CURBING OR OTHER IMPROVEMENTS LOCATED WITHIN THE EASEMENT AREA.
- 5) GRANTEE WILL SEPARATE BY CONES OR OTHER APPROPRIATE CONSTRUCTION SAFETY BARRIERS ("CONE OFF") THE EASEMENT AREA WHILE GRANTEE PERFORMS ANY WORK IN THE EASEMENT AREA.
- 6) GRANTEE WILL PERFORM ALL WORK IN SUCH A MANNER SO AS TO NOT UNDULY DISRUPT THE OPERATION OF THE BUSINESSES ON GRANTOR'S PROPERTY. GRANTEE WILL "CONE OFF" NO MORE THAN 4 PARKING STALLS, UNLESS MORE ARE NEEDED AND AGREED TO IN WRITING, AT ANY ONE TIME, AND WILL NOT "CONE OFF" OR BLOCK IN ANY MANNER MORE THAN HALF OF ANY ACCESS DRIVE AT ANY TIME, ALLOWING AT LEAST ONE LANE OPEN AT ALL TIMES IN EACH ACCESS DRIVE FOR VEHICULAR TRAFFIC.
- 7) GRANTEE WILL NOT PARK ON OR STORE ANY CONSTRUCTION VEHICLES, EQUIPMENT OR MATERIALS WITHIN THE EASEMENT AREA OR ON GRANTOR'S OTHER PROPERTY.
- 8) IF ANY DAMAGE OCCURS TO GRANTOR'S PROPERTY OR ANY IMPROVEMENTS THEREON ARISING OUT OF, RELATED TO, OR AS A CONSEQUENCE OF ANY OF GRANTEE'S WORK IN THE EASEMENT AREA, GRANTEE PROMPTLY WILL NOTIFY GRANTEE IN WRITING OF THE DAMAGE. UNLESS OTHERWISE AGREED BY THE PARTIES, GRANTEE WILL REPAIR THE DAMAGE (OR COMMENCE AND DILIGENTLY PURSUE REPAIRING THE DAMAGE) WITHIN 30 DAYS AFTER RECEIPT OF GRANTOR'S NOTICE.
- 9) GRANTEE WILL HOLD HARMLESS AND INDEMNIFY GRANTOR, ITS LESSEES, LICENSEES, EMPLOYEES, AGENTS, CONTRACTORS AND ASSIGNS, AND EACH OF THEIR LESSEES, LICENSEES, EMPLOYEES, AGENTS, CONTRACTORS AND ASSIGNS, AGAINST ANY AND ALL CLAIMS, DAMAGES AND COSTS (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES) FOR INJURIES TO ANY PERSON AND DAMAGE TO ANY PROPERTY ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OR CONSEQUENCE OF GRANTEE'S WORK IN AND/OR USE OF THE EASEMENT AREA.

ACCESS EASEMENT PROVISIONS

AN ACCESS EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL OWNERS WITHIN THIS SUBDIVISION, THEIR HEIRS, SUCCESSORS, ASSIGNS AND VISITORS, OVER ALL AREAS HEREON PLATTED AND DESIGNATED "ACCESS EASEMENT" FOR THE PURPOSE OF INGRESS AND EGRESS TO A PUBLIC ROADWAY.

LINE LEGEND

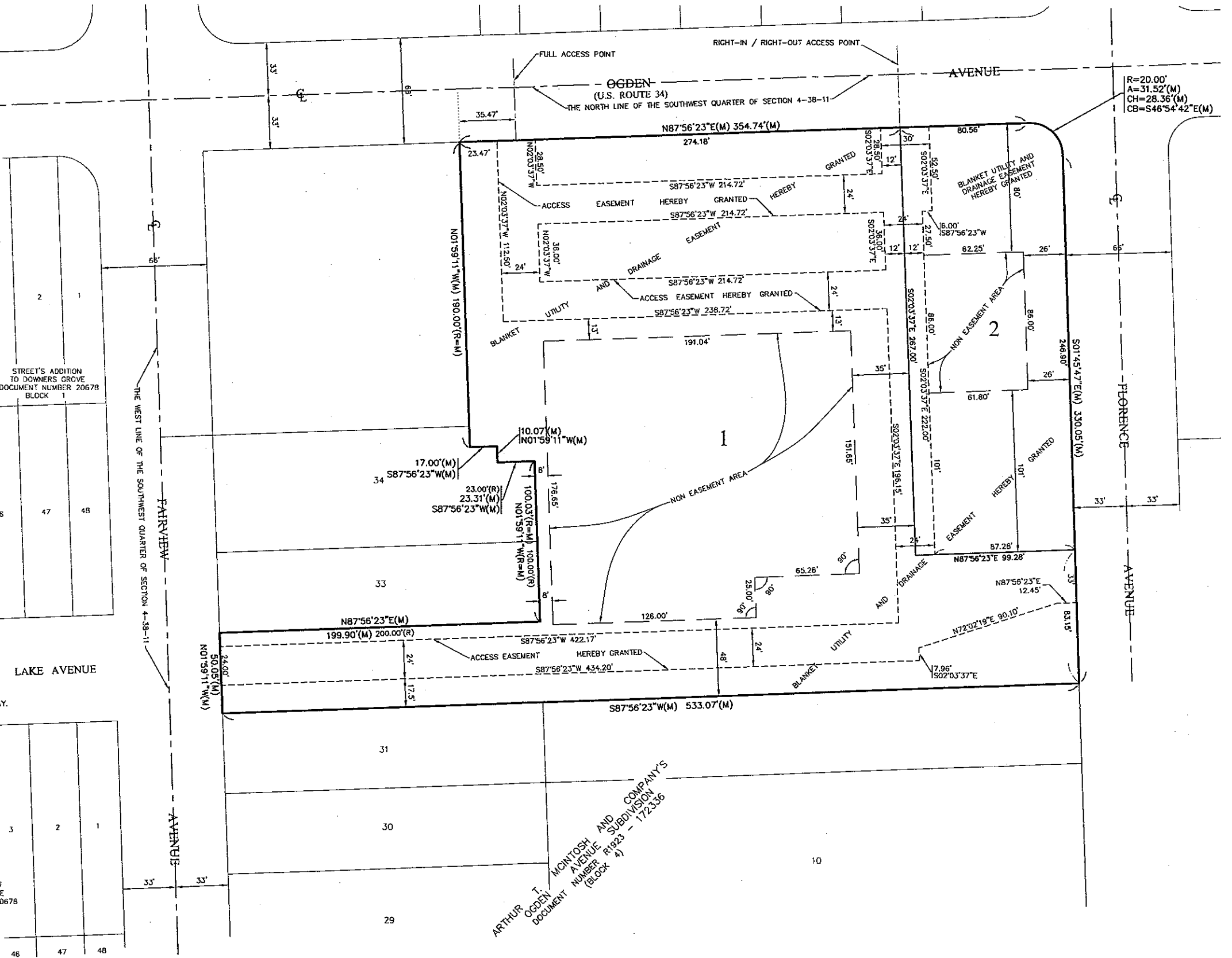
- SUBDIVISION BOUNDARY LINE
- ADJACENT LAND PARCEL LINE
- - - - - EASEMENT LINE
- CENTERLINE
- BUILDING SETBACK LINE
- SECTION LINE

ABBREVIATIONS

- (R) = RECORD BEARING OR DISTANCE
- (M) = MEASURED BEARING OR DISTANCE
- (C) = CALCULATED BEARING OR DISTANCE
- (D) = DEED BEARING OR DISTANCE
- A = ARC LENGTH
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- P.U.E. = PUBLIC UTILITY EASEMENT
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT

LEGEND

- SET 7/8" O.D.I.P. UNLESS OTHERWISE NOTED
- SET CONCRETE MONUMENT
- + CROSS IN CONCRETE



ARTHUR T. MONTOSH AND COMPANY'S
OGDEN AVENUE SUBDIVISION
DOCUMENT NUMBER R1923 - 172336
(Block 4)

STREET'S ADDITION
TO DOWNERS GROVE
DOCUMENT NUMBER 20678
BLOCK 1

STREET'S ADDITION
TO DOWNERS GROVE
DOCUMENT NUMBER 20678
BLOCK 4

NO.	DATE	BY	PC	BOOK	CHECKED BY	DW
1	2-20-14	ITS				
PER LICENSE DATED FEBRUARY 14, 2014						

PROJECT
FINAL PLAT OF SUBDIVISION
SDG DOWNERS GROVE SUBDIVISION
Downers Grove, Illinois

CLIENT
GREENBERG FARROW ARCHITECTS
Arlington Heights, Illinois 60015

COMPASS SURVEYING LTD
ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING
3501 GINGER WOODS PARKWAY, STE 100
AURORA, IL 60504
PHONE: (630) 581-9900 FAX: (630) 581-9901
WWW.COMPASSSURVEYS.COM

FINAL PLAT OF SUBDIVISION OF SDG DOWNERS GROVE SUBDIVISION

IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF _____)
COUNTY OF _____) SS

THIS IS TO CERTIFY THAT _____ A _____ IS THE OWNER OF THE PROPERTY DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE AND HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, AND PLATTED AS SHOWN BY THE ANNEXED PLAT...

THE UNDERSIGNED DO HEREBY CERTIFY THAT, AS OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE, AND KNOWN AS SDG DOWNERS GROVESUBDIVISION TO THE BEST OF THEIR KNOWLEDGE, IS LOCATED WITHIN THE BOUNDARIES OF COMMUNITY HIGH SCHOOL DISTRICT 99, AND DOWNERS GROVE GRADE SCHOOL DISTRICT 58 IN DUPAGE COUNTY, ILLINOIS.

ALSO:

DECLARATION OF RESTRICTIVE COVENANTS:

THE UNDERSIGNED OWNER HEREBY DECLARES THAT THE REAL PROPERTY DESCRIBED IN AND DEPICTED ON THIS PLAT OF SUBDIVISION SHALL BE HELD, TRANSFERRED, SOLD, CONVEYED AND OCCUPIED SUBJECT TO THE FOLLOWING COVENANTS AND RESTRICTIONS:

(A) ALL PUBLIC UTILITY STRUCTURES AND FACILITIES, WHETHER LOCATED ON PUBLIC OR PRIVATE PROPERTY, SHALL BE CONSTRUCTED WHOLLY UNDERGROUND, EXCEPT FOR TRANSFORMERS, TRANSFORMER PADS, LIGHT POLES, REGULATORS, VALVES, MARKERS AND SIMILAR STRUCTURES APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF DOWNERS GROVE PRIOR TO RECORDING OF THIS PLAT OF SUBDIVISION.

(B) AN EASEMENT FOR SERVING THE SUBDIVISION, AND OTHER PROPERTY WITH STORM DRAINAGE, SANITARY SEWER, STREET LIGHTING, POTABLE WATER SERVICE AND OTHER PUBLIC UTILITY SERVICES, IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF DOWNERS GROVE AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE FROM THE VILLAGE OF DOWNERS GROVE AND TO THE DOWNERS GROVE SANITARY DISTRICT, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEPARATELY, TO INSTALL, OPERATE AND MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES AND EQUIPMENT USED IN CONNECTION WITH THE PUBLIC WATER SUPPLY, TRANSMISSION LINES, SANITARY SEWERS, STORM DRAINAGE SYSTEM, STREET LIGHTING SYSTEM, OR OTHER PUBLIC UTILITY SERVICE, AND THEIR APPURTENANCES, EITHER ON, OVER, ACROSS, BELOW OR THROUGH THE GROUND SHOWN WITHIN THE DOTTED LINES ON THE PLAT MARKED "PUBLIC UTILITY AND/OR DRAINAGE EASEMENT" OR SIMILAR LANGUAGE DESIGNATING A STORMWATER OR SEWER EASEMENT, AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, TOGETHER WITH THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES...

WHEREAS, SAID LOTS WILL BE CONVEYED TO PURCHASERS SUBJECT TO THIS DECLARATION TO THE END THAT THE RESTRICTIONS IMPOSED SHALL INURE TO THE BENEFIT OF EACH AND ALL OF THE PURCHASERS OF SUCH LOTS WHETHER THEY SHALL HAVE BECOME SUCH BEFORE OR AFTER THE DATE THEREOF, AND THEIR RESPECTIVE HEIRS AND ASSIGNS, AND WHEREAS, THE AFORESAID PROPERTY DESCRIBED ON THE ATTACHED PLAT IS LOCATED ENTIRELY WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF DOWNERS GROVE, ILLINOIS, AND

WHEREAS, ALL OF THE PROVISIONS, RESTRICTIONS, CONDITIONS, COVENANTS, AGREEMENTS, AND CHARGES HEREIN CONTAINED SHALL RUN WITH AND BIND ALL OF SAID LOTS AND LAND AND SHALL INURE TO THE BENEFIT OF, AND BE ENFORCEABLE BY THE VILLAGE OF DOWNERS GROVE, ILLINOIS, AND THE OWNERS OR OWNER OF ANY OF THE LOTS OF LAND COMPRISED WITHIN SAID PLAT, AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS.

NOW, THEREFORE, ALL PERSONS, FIRMS OR CORPORATIONS NOW OWNING THE AFORESAID PROPERTY DO COVENANT AND AGREE THAT THEY OR ANY PERSON, FIRM OR CORPORATION HEREAFTER ACQUIRING ANY PROPERTY OR LOTS SHOWN UPON THE ATTACHED PLAT OF SUBDIVISION ARE HEREBY SUBJECT TO THE FOLLOWING RESTRICTIONS RUNNING WITH SAID PROPERTY TO WHOMSOEVER OWNED, TO WIT:

1. NO IMPROVEMENTS SHALL BE MADE IN OR UPON THE STORMWATER EASEMENT, INCLUDING DETENTION OR RETENTION AREAS, AS DESCRIBED IN THE PLAT OF SUBDIVISION, EXCEPT FOR LANDSCAPE INSTALLATION OF TREES, SHRUBS, BUSHES AND GRASS AND THE INSTALLATION OF UNDERGROUND UTILITY LINES AND DRIVEWAYS.

2. EACH OWNER OR PURCHASER SHALL BE RESPONSIBLE FOR MAINTAINING THE STORMWATER EASEMENT, INCLUDING DETENTION OR RETENTION AREAS, APPLICABLE TO HIS LOT IN SUCH MANNER AS TO INSURE THE FREE AND UNINTERRUPTED FLOW OF STORM WATER THROUGH THE DRAINAGE SYSTEM OF THE SUBDIVISION, AND SHALL NOT DESTROY OR MODIFY GRADES OR SLOPES WITHOUT HAVING FIRST RECEIVED PRIOR WRITTEN APPROVAL OF THE VILLAGE OF DOWNERS GROVE, ILLINOIS.

3. IN THE EVENT ANY OWNER OR PURCHASER FAILS TO PROPERLY MAINTAIN THE STORMWATER EASEMENT, INCLUDING DETENTION OR RETENTION AREAS, THE VILLAGE OF DOWNERS GROVE, ILLINOIS, SHALL UPON TEN DAYS PRIOR WRITTEN NOTICE, RESERVE THE RIGHT TO PERFORM, OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE WORK TO OR UPON THE STORMWATER EASEMENT, INCLUDING DETENTION OR RETENTION AREAS, REASONABLY NECESSARY TO INSURE ADEQUATE STORMWATER STORAGE AND FREE FLOW OF STORMWATER THROUGH THE STORMWATER EASEMENT, INCLUDING DETENTION OR RETENTION AREAS.

4. IN THE EVENT THE VILLAGE OF DOWNERS GROVE, ILLINOIS, SHALL BE REQUIRED TO PERFORM, OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE WORK TO OR UPON THE STORMWATER EASEMENT, INCLUDING DETENTION OR RETENTION AREAS, THE COST TOGETHER WITH THE ADDITIONAL SUM OF TEN PERCENT SHALL UPON RECORDATION OF A NOTICE OF LIEN WITHIN SIXTY DAYS OF COMPLETION OF THE WORK, CONSTITUTE A LIEN AGAINST HIS LOT WHICH MAY BE FORECLOSED BY AN ACTION BROUGHT BY OR ON BEHALF OF THE VILLAGE OF DOWNERS GROVE, ILLINOIS.

5. THE AFORESAID RESTRICTIONS AND COVENANTS, AND EACH AND EVERY ONE OF THEM, ARE HEREBY EXPRESSLY MADE AN ESSENTIAL PART OF THIS INSTRUMENT, AND SHALL BE AND REMAIN OF PERPETUAL EFFICACY AND OBLIGATION IN RESPECT TO THE SAID PREMISES AND THE PARTIES HEREIN DESIGNATED, THEIR AND EACH OF THEIR SUCCESSORS, HEIRS, AND ASSIGNS, IN WITNESS WHEREOF, THE OWNERS HAVE SET THEIR HANDS UPON THE ATTACHED PLAT THE DAY AND DATE FIRST WRITTEN THEREON.

DATED AT _____ THIS _____ DAY OF _____ A.D., 20____
BY: _____ ATTEST: _____
TITLE: _____ TITLE: _____

NOTARY'S CERTIFICATE

STATE OF _____)
COUNTY OF _____) SS

I, _____ A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ (TITLE) AND _____ (TITLE)

OF _____ (COMPANY), WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHO ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE OF OWNERSHIP, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT IN THEIR CAPACITY FOR THE USES AND PURPOSES THEREIN SET FORTH AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____ A.D., 20____

BY: _____ NOTARY PUBLIC

SURFACE WATER STATEMENT

STATE OF _____)
COUNTY OF _____) SS

I, _____ A REGISTERED PROFESSIONAL ENGINEER IN ILLINOIS AND _____ THE OWNER OF THE LAND DEPICTED HEREON OR HIS DULY AUTHORIZED ATTORNEY, DO HEREBY STATE, THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS AND PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION. FURTHER, AS ENGINEER, I HEREBY CERTIFY THAT THE PROPERTY WHICH IS THE SUBJECT OF THIS SUBDIVISION OR ANY PART THEREOF IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

DATED THIS _____ DAY OF _____ A.D., 20____

ILLINOIS PROFESSIONAL ENGINEER OWNER OR DULY AUTHORIZED ATTORNEY

LICENSE NUMBER _____

EXPIRATION / RENEWAL DATE _____

DOWNERS GROVE SANITARY DISTRICT CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

I, _____ COLLECTOR OF THE DOWNERS GROVE SANITARY DISTRICT, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE NOT BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THIS PLAT.

DATED THIS _____ DAY OF _____ 20____

COLLECTOR _____

VILLAGE COLLECTOR CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

I, _____ COLLECTOR OF THE VILLAGE OF DOWNERS GROVE, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE NOT BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THIS PLAT.

DATED THIS _____ DAY OF _____ 20____

COLLECTOR _____

PLAN COMMISSION CERTIFICATE

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF DOWNERS GROVE, THIS _____ DAY OF _____ A.D. 20____

CHAIRMAN _____

VILLAGE COUNCIL CERTIFICATE

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE COUNCIL OF THE VILLAGE OF DOWNERS GROVE.

MAYOR _____

VILLAGE CLERK _____

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

I, _____ COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THIS PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THIS PLAT. GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____ 20____

COUNTY CLERK _____

IDOT CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO ILLINOIS COMPILLED STATUTES CH. 765, SEC. 205/2. HOWEVER A HIGHWAY PERMIT IS REQUIRED OF THE OWNER OF THE PROPERTY. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED. BY THE DEPARTMENT.

DATED THIS _____ DAY OF _____ A.D. 20____

BY: _____

TITLE: _____

COUNTY RECORDER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON

THE _____ DAY OF _____ 20____ AT _____ O'CLOCK _____ M. AS DOCUMENT NUMBER _____

DUPAGE COUNTY RECORDER _____

PUBLIC UTILITY EASEMENT VACATION AND UTILITY EASEMENT GRANT SHOWN HEREON IS HEREBY APPROVED AND ACCEPTED BY:

ComEd

BY: _____ DATE _____

TITLE: _____

TELEPHONE _____

BY: _____ DATE _____

TITLE: _____

NICOR

BY: _____ DATE _____

TITLE: _____

CABLE TV

BY: _____ DATE _____

TITLE: _____

SURVEYOR'S CERTIFICATION

STATE OF ILLINOIS)
COUNTY OF KANE)

I, ALAN V. ECK, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 1961, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING PROPERTY:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, THE NORTH HALF OF LOT 9, LOT 32 AND THE NORTH 13.00 FEET OF THE EAST 17.00 FEET OF LOT 34 ALL IN BLOCK 4 IN ARTHUR T. MC INTOSH AND COMPANY'S OGDEN AVENUE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT 172336, TOGETHER WITH THE NORTH 210.00 FEET OF THE EAST 17.00 FEET OF THE WEST 210.00 FEET (EXCEPT THE NORTH 33.00 FEET THEREOF) OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN DUPAGE COUNTY, ILLINOIS.

THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION AND IS WITHIN THE VILLAGE OF DOWNERS GROVE WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY THE STATE OF ILLINOIS ACCORDING TO 65 ILCS 5/11-12-6 AS HERETOFORE AND HEREAFTER AMENDED, AND THIS SITE FALLS WITHIN "OTHER AREAS: ZONE X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DEFINED BY THE FLOOD INSURANCE RATE MAP, MAP NUMBER 17043C0804, HAVING AN EFFECTIVE DATE OF DECEMBER 16, 2004.

GIVEN UNDER MY HAND AND SEAL AT AURORA, ILLINOIS THIS _____ DAY OF _____ 20____

COMPASS LAND SURVEYING LTD.
PROFESSIONAL DESIGN FIRM
LAND SURVEYING CORPORATION NO. 184-002778
LICENSE EXPIRES 4/30/2015

BY: ALAN V. ECK
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 1961
EXPIRES 11/30/2014

Table with columns: DATE, PROJECT, BOOK, DATE BY, CHECKED BY, DRAWN BY, REMISS, PERMITTED DATE, FEBRUARY 14, 2014

FINAL PLAT OF SUBDIVISION SDG DOWNERS GROVE SUBDIVISION
CLIENT GREENBERG FARROW ARCHITECTS

COMPASS SURVEYING LTD.
ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING
2631 GINGER WOODS PARKWAY, STE. 100
PHONE (630) 250-9100 FAX (630) 250-7000 EMAIL: ADMIN@CLSURVEYING.COM

GENERAL DEMOLITION NOTES:

1. ANY DEMOLITION IS TO BE PERFORMED IN STRICT CONFORMANCE WITH ALL APPLICABLE LOCAL, STATE, AND/OR GOVERNING BODY'S STANDARDS.
2. THE DEMOLITION PLAN SHALL BE DONE IN CONJUNCTION WITH THE GEOTECHNICAL INVESTIGATION REPORT.
3. EROSION AND SEDIMENT CONTROL MEASUREMENTS SHALL BE MAINTAINED AT ALL TIMES DURING DEMOLITION.
4. THE PURPOSE OF THIS DRAWING IS TO CONVEY THE OVERALL SCOPE OF WORK AND IT IS NOT INTENDED TO COVER ALL DETAILS OR SPECIFICATIONS REQUIRED TO COMPLETE THE DEMOLITION PROJECT. CONTRACTOR SHALL THOROUGHLY FAMILIARIZE HIMSELF WITH THE SITE, SCOPE OF WORK, AND ALL EXISTING CONDITIONS AT THE JOB SITE PRIOR TO BIDDING AND COMMENCING THE WORK. THE DEMOLITION CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR MEANS, METHODS, TECHNIQUES, OR PROCEDURES USED TO COMPLETE THE WORK IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS AND IS LIABLE FOR THE SAFETY OF THE PUBLIC OR CONTRACTOR'S EMPLOYEES DURING THE COURSE OF THE PROJECT.
5. THE DEMOLITION PLAN IS INTENDED TO SHOW REMOVAL OF KNOWN SITE FEATURES AND UTILITIES AS SHOWN ON THE SURVEY. THERE MAY BE OTHER SITE FEATURES, UTILITIES, STRUCTURES, AND MISCELLANEOUS ITEMS BOTH BURIED AND ABOVE GROUND THAT ARE WITHIN THE LIMITS OF WORK THAT MAY NEED TO BE REMOVED FOR THE PROPOSED PROJECT THAT ARE NOT SHOWN HEREON. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF SUCH ITEMS AT NO ADDITIONAL COST TO THE OWNER.
6. THE CONTRACTOR SHALL CONTACT RESPECTIVE UTILITY COMPANIES PRIOR TO DEMOLITION TO COORDINATE DISCONNECTION AND REMOVAL OF EXISTING UTILITIES WITHIN THE AREA OF WORK.
7. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES THAT ARE INTENDED TO CONTINUE TO PROVIDE SERVICE WHETHER THESE UTILITIES ARE SHOWN ON THE PLAN OR NOT.
8. UPON DISCOVERY OF ANY UNDERGROUND TANKS, CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE. NO REMOVAL OF TANKS SHALL OCCUR UNTIL AUTHORIZED BY OWNER.
9. BUILDING AND APURTENANCES DESIGNATED FOR DEMOLITION SHALL NOT BE DISTURBED BY THE CONTRACTOR UNTIL HE HAS FURNISHED WITH NOTICE TO PROCEED BY THE OWNER. AS SOON AS SUCH NOTICE HAS BEEN GIVEN, THE CONTRACTOR SHALL PERFORM THE DEMOLITION, UNDER THE DIRECTION OF THE OWNER'S REPRESENTATIVE.
10. ALL EXISTING UTILITIES WITHIN THE EXISTING BUILDING ARE TO BE REMOVED, WHERE CONFLICTS OCCUR WITH GRADE, BEAMS, PILES, PROPOSED UTILITIES AND TRENCH BACKFILLED AND COMPACTED IN ACCORDANCE WITH THE SPECIFICATIONS AND GEOTECHNICAL REPORT.
11. FOUNDATIONS, FLOORS, FLOOR SLABS, AND ANY OTHER UNDERGROUND BUILDING STRUCTURES SHALL BE REMOVED IN ACCORDANCE WITH THE SPECIFICATIONS. AREAS OF STRUCTURE REMOVAL SHALL BE BACKFILLED IN ACCORDANCE WITH SPECIFICATIONS AND THE GEOTECHNICAL REPORT.
12. DEBRIS SHALL NOT BE BURIED ON THE SUBJECT SITE. ALL UNSUITABLE MATERIAL AND DEBRIS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL LAWS AND ORDINANCES.
13. ALL MATERIAL EXCEPT THAT BELONGING TO A PUBLIC UTILITY COMPANY OR DENOTED FOR SALVAGE, SHALL BECOME PROPERTY OF THE CONTRACTOR. THE CONTRACTOR SHALL NOTIFY THE OWNER OF WATER, ELECTRIC, OR GAS METERS WHEN THE METERS ARE READY FOR REMOVAL, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISCONNECTING ALL UTILITIES IN COMPLIANCE WITH LOCAL REQUIREMENTS. DISCONNECT TRANSFORMERS AS REQUIRED FOR BUILDING DEMOLITION.
14. AS SOON AS DEMOLITION WORK HAS BEEN COMPLETED, THE FINAL GRADE OF BACKFILL IN DEMOLITION AREAS SHALL BE COMPACTED PER THE GEOTECHNICAL REPORT TO PRESENT A NEAT, WELL DRAINED APPEARANCE, AND TO PREVENT WATER FROM DRAINING UNNECESSARILY ONTO ADJACENT PROPERTIES. CONTRACTOR SHALL GRADE SITE TO EXISTING STORM DRAINAGE SYSTEM TO REMAIN ON SITE.
15. EXISTING TREES TO REMAIN SHOULD BE PROTECTED FROM DAMAGE DURING DEMOLITION AND CONSTRUCTION.
16. THE CONTRACTOR IS TO COORDINATE WORK IN THIS PROJECT TO ENSURE ACCESS TO ADJACENT PROPERTIES AT ALL TIMES.
17. THE USE OF EXPLOSIVES SHALL NOT BE PERMITTED.
18. CONTRACTOR TO DETERMINE LOCATION OF ALL EXISTING UTILITIES PRIOR TO DEMOLITION WORK (FIELD VERIFY).
19. EXISTING ABANDONED UTILITIES WITHIN THE PROPOSED BUILDING AREA SHALL BE REMOVED. IF SUCH UTILITIES ARE PRESENT, THEY SHOULD BE REMOVED AND RELOCATED OR ABANDONED IN PLACE. IF ABANDONED IN PLACE, IT IS RECOMMENDED THAT THE UTILITY PIPE BE FILLED WITH CEMENT GROUT TO AVOID POTENTIAL COLLAPSE IN THE FUTURE. SIMILAR TO THE UTILITY LINES BE REMOVED FROM THE SITE, THE RESULTANT TRENCH EXCAVATIONS SHOULD BE BACKFILLED WITH WELL-COMPACTED GRANULAR MATERIAL, PLACED AND COMPACTED IN ACCORDANCE WITH THE RECOMMENDATIONS OF SECTION 5.3.
20. TRENCH EXCAVATIONS ASSOCIATED WITH ABANDONMENT OF EXISTING UTILITIES OR INSTALLATION OF NEW UTILITIES SHOULD BE BACKFILLED WITH WELL-COMPACTED GRANULAR MATERIAL MEETING THE LOCAL STANDARDS AND SPECIFICATIONS.

DEMOLITION KEY NOTES

- D1 REMOVE EXISTING PAVEMENT
- D2 SAW-CUT AND REMOVE EXISTING CURB, FIELD VERIFY.
- D3 DEMOLISH AND REMOVE EXISTING BUILDING. THIS INCLUDES BUT IS NOT LIMITED TO THE CONCRETE SLAB, FOUNDATION WALLS, FOOTINGS, SUPPORT POSTS AND ALL ABOVE GROUND. DEMOLITION CONTRACTOR MUST COORDINATE WITH EXISTING UTILITY COMPANIES FOR DISCONNECTION BEFORE COMMENCING THE DEMOLITION WORK. FIELD VERIFY.
- D4 EXISTING LANDSCAPING TO BE PROTECTED DURING CONSTRUCTION. FIELD VERIFY.
- D5 EXISTING FENCE TO BE PROTECTED DURING CONSTRUCTION. FIELD VERIFY.
- D6 EXISTING POWER POLE AND GUY WIRE TO BE PROTECTED DURING CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY PRIOR TO ANY REMOVAL OF UTILITIES.
- D7 EXISTING STORM SEWER TO BE REMOVED (CONTRACTOR SHALL PROVIDE TEMPORARY PLUG UNTIL NEW STORM SEWER CONNECTION IS NEEDED)
- D8 REMOVE EXISTING STORM STRUCTURE.
- D9 EXISTING STORM LINE TO BE PROTECTED DURING CONSTRUCTION.
- D10 EXISTING WATER LINE TO BE PROTECTED DURING CONSTRUCTION. CONTRACTOR SHALL FIELD VERIFY LOCATION OF EXISTING WATER LINE.
- D11 REMOVE EXISTING B-BOX AND DISCONNECT WATER SERVICE AT MAIN. CONTRACTOR SHALL FIELD VERIFY LOCATION AND SIZE OF EXISTING WATER LINE.
- D12 CONTRACTOR TO SALVAGE EXISTING GAS METER. CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY PRIOR TO ANY REMOVAL OF UTILITIES.
- D13 EXISTING LIGHT POLE TO BE REMOVED. FIELD VERIFY.
- D14 SAW-CUT AND REMOVE EXISTING CURB, CONCRETE SIDEWALK, STEPS, DOCK, SIGN POST FOUNDATION, AND ALL ABANDONED FOUNDATIONS ON SITE SHALL BE REMOVED. FIELD VERIFY.
- D15 REMOVE EXISTING FENCE.
- D16 REMOVE EXISTING TREE.
- D17 REMOVE EXISTING FIRE PIT.
- D18 REMOVE EXISTING BOLLARDS. FIELD VERIFY.
- D19 REMOVE EXISTING SANITARY CLEANOUT.
- D20 EXISTING CURB TO REMAIN.
- D21 PROTECT EXISTING IDOT SIGNAGE.
- D22 PROTECT EXISTING GAS LINE.
- D23 REMOVE EXISTING DETECTABLE WARNING SURFACE.
- D24 EXISTING PHONE, FIBER OPTIC LINES TO BE PROTECTED DURING CONSTRUCTION.
- D25 CONTRACTOR SHALL MAINTAIN ACCESS TO COMMERCIAL DRIVEWAY DURING CONSTRUCTION.
- D26 EXISTING CONCRETE SIDEWALK TO REMAIN AND TO BE PROTECTED
- D27 EXISTING POWER POLE AND GUY WIRE TO BE REMOVED. CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY PRIOR TO REMOVAL OF POLE OR ANY UTILITIES.
- D28 EXISTING POWER SERVICE LINE SHALL STAY IN SERVICE TO ADJACENT EXISTING BUILDING UNTIL NEW/TEMP POWER IS PROVIDED. CONTRACTOR SHALL COORDINATE WITH POWER COMPANY.
- D29 REMOVE EXISTING CLEAN OUT AND CAP AND PLUG SANITARY SERVICE LINE AT PROPERTY LINE. CONTRACTOR SHALL FIELD VERIFY LOCATION AND SIZE OF EXISTING SANITARY SERVICE LINE.
- D30 EXISTING POWER SERVICE LINE SHALL STAY IN SERVICE TO ADJACENT EXISTING BUILDING UNTIL NEW TEMPORARY POWER IS PROVIDED. CONTRACTOR SHALL COORDINATE WITH POWER COMPANY.
- D31 EXISTING B-BOX TO REMAIN AND TO BE ADJUSTED TO NEW FINISHED GRADE. DISCONNECT WATER SERVICE AT B-BOX, CONTRACTOR SHALL FIELD VERIFY LOCATION AND SIZE OF EXISTING WATER SERVICE AND COORDINATE WITH VILLAGE PRIOR TO DISCONNECTION.

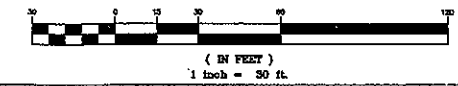
DEMOLITION LEGEND:

- PROPERTY LINE
- X-X-X- EXISTING CURB TO BE REMOVED
- * * * EXISTING CONCRETE WHEEL STOPS TO BE REMOVED
- X-X-X- SAW-CUT AND REMOVE EXISTING SANITARY LINE
- X-X-X- SAW-CUT AND REMOVE EXISTING STORM LINE
- X-X-X- SAW-CUT AND REMOVE EXISTING WATER LINE
- X-X-X- SAW-CUT AND REMOVE EXISTING GAS LINE
- X-X-X- REMOVE EXISTING OVERHEAD ELECTRIC LINES.
- X REMOVE EXISTING BOLLARDS
- ⊗ REMOVE EXISTING STORM STRUCTURE
- X REMOVE EXISTING LIGHT POLE
- X REMOVE EXISTING POWER POLE
- UTILITY PLUG
- D1 REMOVE EXISTING PAVEMENT
- D3 DEMOLISH AND REMOVE EXISTING BUILDING
- D14 SAW-CUT AND REMOVE EXISTING CONCRETE, SIDEWALK, STEPS AND DOCK.

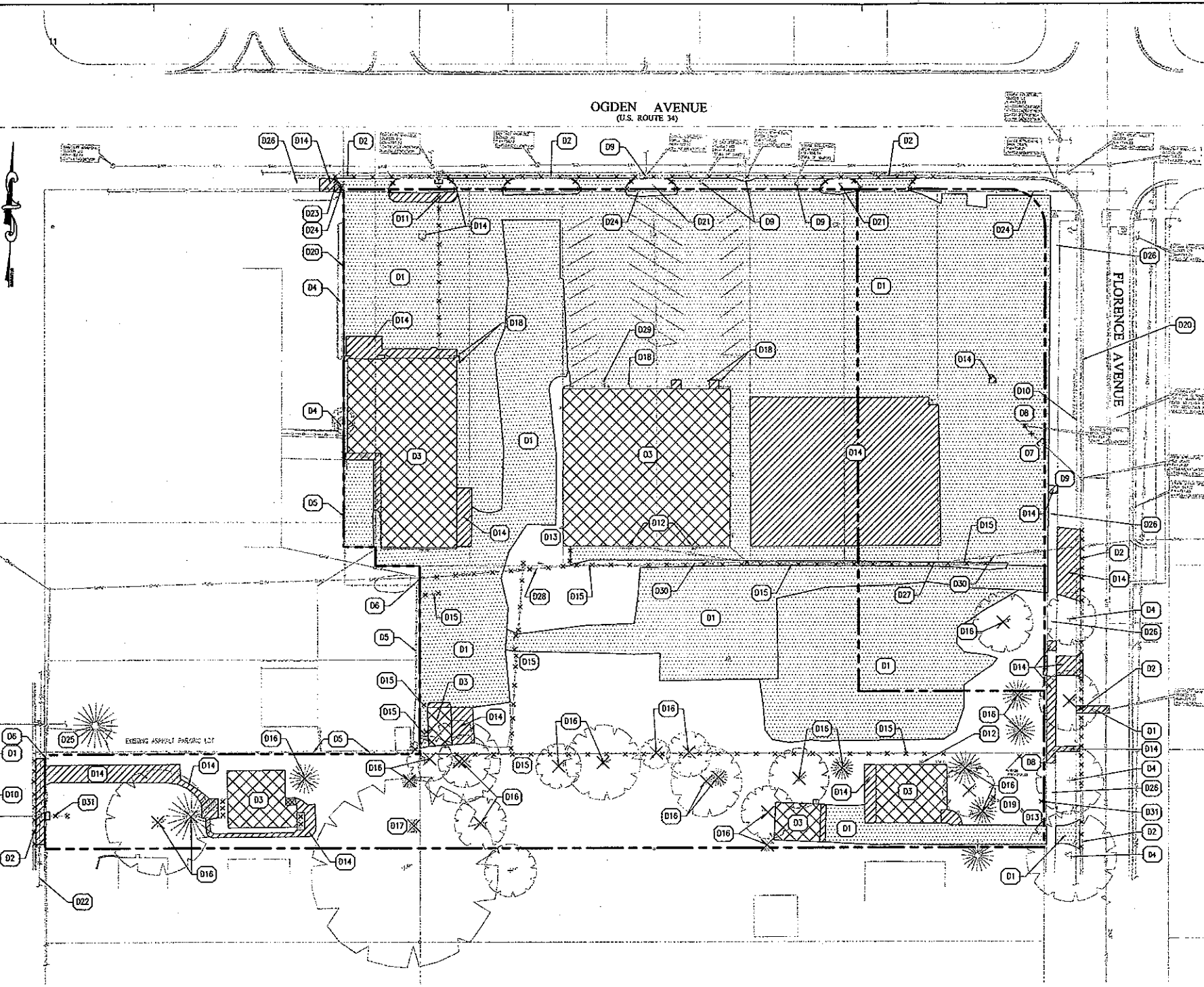
EXISTING LEGEND:

- 1. EXISTING BUILDING
- 2. EXISTING CURB
- 3. EXISTING CONCRETE SIDEWALK
- 4. EXISTING DRIVEWAY
- 5. EXISTING FENCE
- 6. EXISTING FLOOR SLAB
- 7. EXISTING FOUNDATION
- 8. EXISTING GAS METER
- 9. EXISTING GAS SERVICE LINE
- 10. EXISTING LIGHT POLE
- 11. EXISTING POWER POLE
- 12. EXISTING SANITARY CLEANOUT
- 13. EXISTING STORM STRUCTURE
- 14. EXISTING STORM LINE
- 15. EXISTING WATER LINE
- 16. EXISTING B-BOX
- 17. EXISTING DRIVEWAY
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- 67. EXISTING DRIVEWAY
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- 92. EXISTING DRIVEWAY
- 93. EXISTING DRIVEWAY
- 94. EXISTING DRIVEWAY
- 95. EXISTING DRIVEWAY
- 96. EXISTING DRIVEWAY
- 97. EXISTING DRIVEWAY
- 98. EXISTING DRIVEWAY
- 99. EXISTING DRIVEWAY
- 100. EXISTING DRIVEWAY

GRAPHIC SCALE



**PRELIMINARY PLANS
(NOT FOR CONSTRUCTION)**



GreenbergFarrow
 21 South Evergreen Avenue
 Suite 200
 Arlington Heights, IL 60005
 T: 847 788 9200 F: 847 788 9537
 PROJECT TEAM

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ISSUE/REVISION RECORD

DATE	DESCRIPTION
1-31-14	PLAN COMMISSION SUBMITTAL
2-21-14	PLAN COMMISSION RE-SUBMITTAL

PROFESSIONAL SEAL

PROFESSIONAL IN CHARGE
KERI WILLIAMS, PE
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QUALITY CONTROL
 JEFF BATH
DRAWN BY
 ERIC CARRANZA

PROJECT NAME
 shorewood
 DEVELOPMENT GROUP

DOWNERS GROVE, ILLINOIS (SW) OGDEN AVE & FLORENCE AVE

PROJECT NUMBER
 20130576.0

SHEET TITLE
 DEMOLITION PLAN

SHEET NUMBER
C2.0

GENERAL SITE NOTES:

- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SAFE AND ADEQUATE WORKING CONDITIONS THROUGHOUT THE DURATION OF CONSTRUCTION OF THE PROPOSED SITE IMPROVEMENTS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL SITE SETBACKS, EASEMENTS AND DIMENSIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL CONSTRUCTION MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE LATEST STATE AND LOCAL GOVERNMENT CONSTRUCTION STANDARDS AND SPECIFICATIONS.
- ALL HANDICAP ACCESSIBLE SITE IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL CODES AND REQUIREMENTS.
- IF DURING THE COURSE OF CONSTRUCTION THE CONTRACTOR FINDS ANY DISCREPANCIES OR CONFLICTS BETWEEN THE PROPOSED SITE IMPROVEMENTS INDICATED ON THE PLANS AND THE PHYSICAL CONDITIONS OF THE SITE, OR ANY ERRORS OR OMISSIONS WITHIN THE PLANS OR IN THE SITE LAYOUT AS PROVIDED BY THE ENGINEER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE ENGINEER. UNTIL AUTHORIZED TO PROCEED, ANY WORK PERFORMED BY THE CONTRACTOR AFTER SUCH A DISCOVERY WILL BE AT THE CONTRACTOR'S SOLE RISK AND EXPENSE.
- CONTRACTOR SHALL COORDINATE ALL SITE IMPROVEMENTS WITH ARCHITECTURAL PLANS. ARCHITECTURAL PLANS SHALL BE USED FOR BUILDING SETBACKS.
- CONTRACTOR SHALL COORDINATE ALL LANDSCAPE IMPROVEMENTS, INCLUDING NEW PLANTINGS AND TURF AREA RESTORATION REQUIREMENTS, WITH LANDSCAPE PLANS.
- CONSTRUCTION SURVEY AND STAKEOUT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL DIMENSIONS SHOWN ARE MEASURED FROM FACE OF CURB TO FACE OF CURB OR EDGE OF PAVEMENT TO EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
- ALL CURB RADI ARE MEASURED AT 3' AT THE FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL NEW ASPHALT AND/OR CONCRETE PAVING SHALL MATCH EXISTING PAVEMENTS FLUSH.
- CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS OUTSIDE OF CONSTRUCTION LIMITS TO ORIGINAL CONDITION OR BETTER.
- CONTRACTOR SHALL REPAIR AT HIS EXPENSE ANY DAMAGE TO EXISTING ASPHALT, CONCRETE, CURBS, SIDEWALKS, ETC. RESULTING FROM CONSTRUCTION TRAFFIC AND/OR OPERATIONS. REPAIRS SHALL BE MADE TO THE SATISFACTION OF THE OWNER AND/OR ENGINEER.
- ALL FIRE ACCESS LANES WITHIN THE PROJECT AREA SHALL REMAIN IN SERVICE, CLEAN OF DEBRIS, AND ACCESSIBLE FOR USE BY EMERGENCY VEHICLES.
- ALL DETECTIBLE WARNING PLATES SHALL BE PERFORMED PLASTIC INSERTS UNLESS OTHERWISE NOTED.
- ALL EXISTING TREES SHOWN ARE TO REMAIN UNLESS OTHERWISE NOTED.
- STANDARD/HEAVY DUTY PAVEMENT AND CONCRETE SECTIONS SHALL FOLLOW THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT AND MEET CITY MINIMUM STANDARDS.
- SEE GENERAL NOTES SHEET FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

SITE DATA TABLE

OVERALL SITE AREA:	±3.09 ACRES / ±134,707 SF
EXISTING IMPERVIOUS AREA:	±2.26 ACRES / ±98,435 SF (73.1%)
EXISTING PERVIOUS AREA (LANDSCAPE):	±0.83 ACRES / ±36,273 SF (26.9%)
PROPOSED IMPERVIOUS AREA:	±2.63 ACRES / ±114,480 SF (85.0%)
PROPOSED PERVIOUS AREA (LANDSCAPE):	±0.46 ACRES / ±20,228 SF (15.0%)

FAR (FLOOR AREA RATIO)
FAR = FLOOR AREA OF BUILDINGS DIVIDED BY THE NET SITE AREA

B-3 ZONING: MAX. FLOOR AREA RATIO OF BUILDINGS SHALL NOT EXCEED 0.75

FAR (LOT 1): 29,055 SF/108,103 SF = 0.27

FAR (LOT 2): 4,500 SF/26,605 SF = 0.17

FAR (TOTAL): 0.44

LOT 1 (FRESH THYME)	±2.48 ACRES / ±108,102 SF
SITE AREA:	±2.13 ACRES / ±92,681 SF
PROPOSED IMPERVIOUS AREA:	±0.35 ACRES / ±15,422 SF

EXISTING ZONING: B-3 GENERAL SERVICE AND HIGHWAY BUSINESS PUD PLANNED UNIT DEVELOPMENT
PROPOSED ZONING:

PROPOSED USE: GROCERY
TOTAL BUILDING SQUARE FOOTAGE: 29,055 SF

LOT 1 PARKING REQUIRED: FRESH THYME 29,055 SF (NOTE 2)
17,613 GFA/1,000 X 6 = 105.7 = 106

LOT 2 (RETAIL A & RESTAURANT B)
SITE AREA: ±0.61 ACRES / ±26,605 SF
PROPOSED IMPERVIOUS AREA: ±0.50 ACRES / ±21,800 SF
PROPOSED PERVIOUS AREA (LANDSCAPE): ±0.11 ACRES / ±4,805 SF

EXISTING ZONING: B-3 GENERAL SERVICE AND HIGHWAY BUSINESS PUD PLANNED UNIT DEVELOPMENT
PROPOSED ZONING:

PROPOSED USE: RETAIL/RESTAURANT
TOTAL BUILDING SQUARE FOOTAGE: 4,500 SF

LOT 2 PARKING REQUIRED: RETAIL A 2,500 SF (NOTE 4)
2,125 GFA/1,000 X 3.5 = 7.4 = 8
RESTAURANT B 2,000 SF (NOTE 3)
1,700 GFA/1,000 X 16 = 27.2 = 28

TOTAL PARKING REQUIRED: 106 (LOT 1) + 36 (LOT 2) = 142

TOTAL PARKING PROVIDED: 116 (LOT 1) + 21 (LOT 2) = 137
ADA SPACES: 4 (LOT 1) + 1 VAN (LOT 2) = 5
TOTAL SPACES: 142

* PER THE ILLINOIS ACCESSIBILITY CODE WHEN 101 TO 150 OFF STREET PARKING SPACES ARE PROVIDED A MINIMUM NUMBER OF 5 ACCESSIBLE SPACES ARE REQUIRED.

- LOT 1 AND LOT 2 WILL HAVE A SHARED PARKING AGREEMENT RECORDED.
- GROCERY STORE (OVER 20,000 SQUARE FEET): 6 SPACES PER 1,000 SF OF GFA.
- RESTAURANTS: 16 SPACES PER 1,000 SF OF GFA OR 1 PER 4 SEATS, WHICHEVER IS GREATER, ASSUMED 15% REDUCTION OF GROSS AREA.
- RETAIL: 3.5 SPACES PER 1,000 SF OF GFA, ASSUMED 15% REDUCTION OF GROSS AREA.
- FOR THE PURPOSE OF CALCULATING THE MINIMUM NUMBER OF PARKING SPACES, GROSS FLOOR AREA (GFA) IS THE SUM OF THE GROSS HORIZONTAL AREAS OF SEVERAL FLOORS OF A BUILDING OR PORTION THEREOF DEVOTED TO A USE REQUIRING OFF STREET PARKING OR LOADING. GFA SHALL NOT INCLUDE FLOOR SPACE DEVOTED PRIMARILY TO THE HOUSING OF MECHANICAL OR ELECTRICAL EQUIPMENT, ELEVATOR SHAFTS, STAIRWELLS, STORAGE (EXCEPT AS OTHERWISE NOTED HEREIN), COMMERCIAL KITCHEN AREAS, RAMPS, AGLES, AND MANUEVERING SPACE DEVOTED TO OFF-STREET PARKING OR LOADING FACILITIES, OR BASEMENT FLOOR SPACE UNLESS THE AREA IS DEVOTED TO MERCHANDISING ACTIVITIES, THE PRODUCTION OR PROCESSING OF GOODS, BUSINESS OR PROFESSIONAL OFFICES, OR DWELLING USES.

BUILDING SETBACKS:

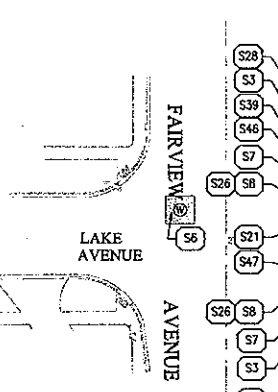
FRONT: 75' FROM C/L OGDEN AVENUE
SIDE: NONE
REAR: NONE

PROPOSED LEGEND:

- PROPERTY LINE
- PROPOSED CURB & GUTTER
- PROPOSED CURB & GUTTER (REVERSE PITCH)
- PROPOSED PARKING SPACES
- PROPOSED ACCESSIBLE PARKING SIGN
- PROPOSED MONUMENT SIGN
- PROPOSED WHEEL STOP
- PROPOSED CART CORRAL
- PROPOSED LIGHT POLE
- PROPOSED GREASE TRAP
- PROPOSED STORM INLET
- PROPOSED STORM MANHOLE
- PROPOSED TRANSFORMER
- PROPOSED SPEED BUMP

EXISTING LEGEND:

- EXISTING CURB & GUTTER
- EXISTING PARKING SPACES
- EXISTING MONUMENT SIGN
- EXISTING WHEEL STOP
- EXISTING CART CORRAL
- EXISTING LIGHT POLE
- EXISTING GREASE TRAP
- EXISTING STORM INLET
- EXISTING STORM MANHOLE
- EXISTING TRANSFORMER
- EXISTING SPEED BUMP

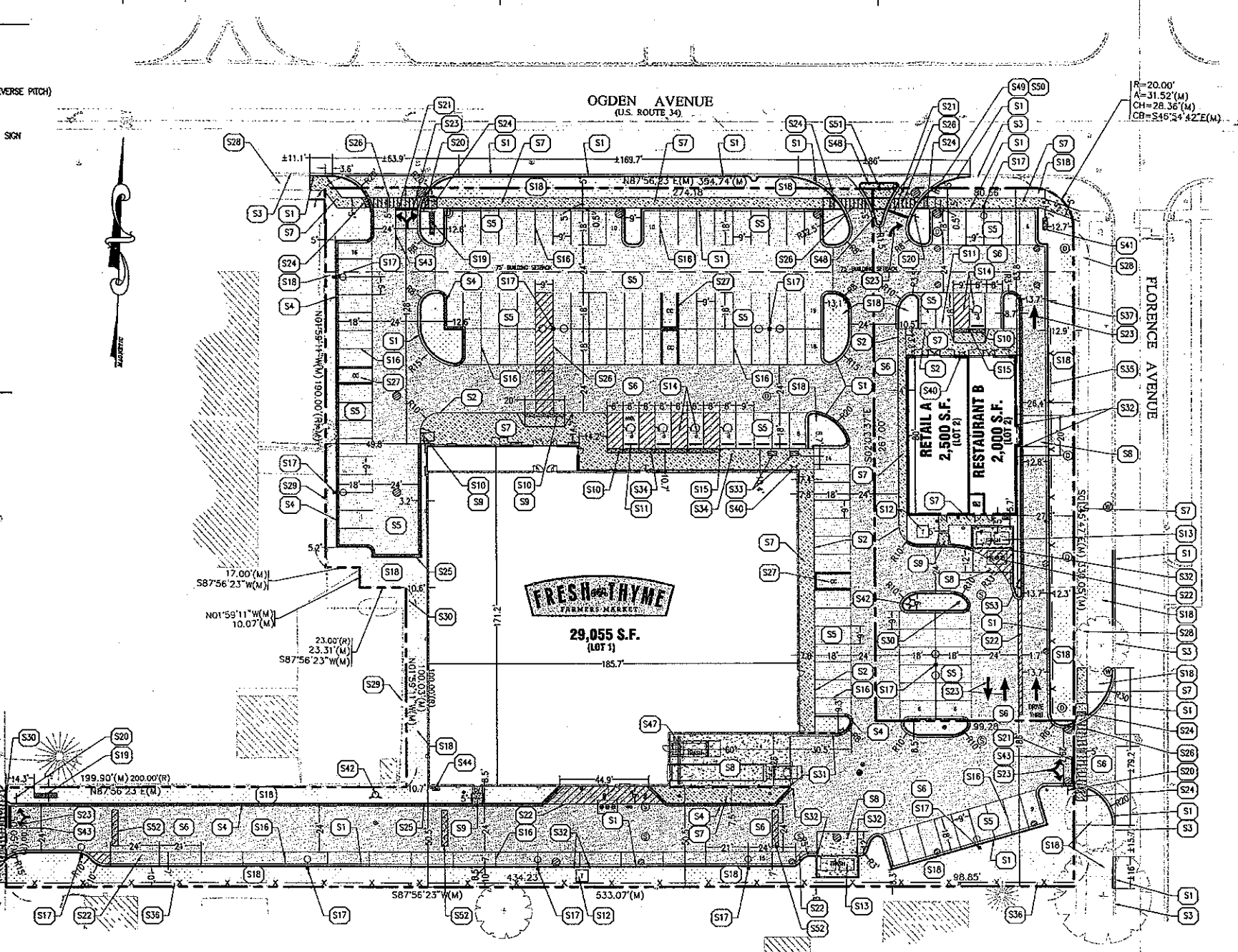


PAVEMENT SECTION DETAILS

- S5** PROPOSED STANDARD DUTY BITUMINOUS PAVEMENT*
• 1.5" ASPHALTIC CONCRETE SURFACE COURSE
• 2.25" ASPHALTIC CONCRETE BINDER COURSE
• 8.0" CRUSHED STONE AGGREGATE BASE
- S6** PROPOSED HEAVY DUTY BITUMINOUS PAVEMENT*
• 2.0" ASPHALTIC CONCRETE SURFACE COURSE
• 2.25" ASPHALTIC CONCRETE BINDER COURSE
• 10.0" CRUSHED STONE AGGREGATE BASE
- S7** PROPOSED 5.0" CONCRETE SIDEWALK AND INTEGRAL CURB WITH 4.0" GRAVEL BASE
- S8** PROPOSED HEAVY DUTY CONCRETE PAVEMENT*
• 7.0" PORTLAND CEMENT CONCRETE
• 4.0" CRUSHED STONE AGGREGATE BASE
- S18** PROPOSED LANDSCAPE AREA

*REFER TO GEOTECHNICAL REPORT PREPARED BY TERRACON CONSULTANTS, INC., PROJECT NO. 11135091 DATED SEPTEMBER 26, 2013.

PRELIMINARY PLANS
(NOT FOR CONSTRUCTION)



SITE KEY NOTES

- S1 PROPOSED 66.12 CONCRETE CURB & GUTTER (TYP.)
- S2 PROPOSED MONUMENTIC CONCRETE CURB & SIDEWALK (TYP.)
- S3 EXISTING CURB & GUTTER TO REMAIN (TYP.)
- S4 PROPOSED REVERSED PITCH CURB & GUTTER (TYP.)
- S5 PROPOSED STANDARD DUTY BITUMINOUS PAVEMENT. SEE PAVEMENT SECTION DETAILS.
- S6 PROPOSED HEAVY DUTY BITUMINOUS PAVEMENT. SEE PAVEMENT SECTION DETAILS.
- S7 PROPOSED 5.0" CONCRETE SIDEWALK WITH 4.0" AGGREGATE BASE COURSE. (TYP.)
- S8 PROPOSED HEAVY DUTY CONCRETE PAVEMENT. SEE PAVEMENT DETAILS.
- S9 PROPOSED SIDEWALK RAMP @ 8.33% MAXIMUM SLOPE (TYP. PER ADA AND LOCAL REQUIREMENTS).
- S10 PROPOSED DETECTABLE WARNING PER ADA REQUIREMENTS.
- S11 PROPOSED CONCRETE WHEEL STOPS (TYP.)
- S12 PROPOSED TRANSFORMER PAD WITH BOLLARDS. CONTRACTOR SHALL COORDINATE WITH ELECTRIC COMPANY TO INSTALL TRANSFORMER PAD PER ELECTRIC COMPANY'S SPECIFICATION AND VERIFY LOCATION.
- S13 PROPOSED BUMPER-STER ENCLOSURE (SEE ARCHITECTURAL PLANS)
- S14 PROPOSED ADA ACCESSIBLE PARKING SPACE STRIPING & SYMBOL (TYP. PER ADA AND LOCAL REQUIREMENTS)
- S15 PROPOSED ACCESSIBLE PARKING SIGN (TYP. PER ADA AND LOCAL REQUIREMENTS)
- S16 PROPOSED 4" PARKING STALL STRIPING PER LOCAL CODES. (TYP.)
- S17 PROPOSED LIGHT POLE (TYP.) SEE PHOTOMETRIC PLAN FOR ADDITIONAL INFORMATION.
- S18 PROPOSED LANDSCAPE AREA (TYP.). SEE LANDSCAPE PLAN FOR DETAIL.
- S19 PROPOSED 14" HIGH MONUMENT SIGN (SEE ARCHITECTURAL PLANS)
- S20 PROPOSED STOP SIGN (TYP. PER LOCAL CODES)
- S21 PROPOSED WHITE STOP BAR (TYP. PER LOCAL CODES)
- S22 PROPOSED STRIPED AREA (TYP. PER LOCAL CODES).
- S23 PROPOSED DIRECTIONAL TRAFFIC ARROWS. (TYP. PER LOCAL CODES).
- S24 PROPOSED SIDEWALK RAMP @ 8.33% MAX SLOPE (TYP. PER IDOT REQUIREMENTS) WITH DETECTABLE WARNING DOMES.
- S25 PROPOSED 4" WIDE CURB OPENING FOR DRAINAGE.
- S26 PROPOSED STRIPED CROSSWALK (TYP. PER LOCAL CODES)
- S27 PROPOSED CART CORRAL
- S28 EXISTING CONCRETE SIDEWALK TO REMAIN
- S29 EXISTING FENCE TO REMAIN
- S30 EXISTING UTILITY POLE TO REMAIN AND TO BE PROTECTED
- S31 PROPOSED RETAINING WALL WITH HANDRAIL (SEE ARCHITECTURAL PLANS)
- S32 PROPOSED BOLLARD (TYP.)
- S33 PROPOSED PIERS FOR CANOPY (SEE ARCHITECTURAL PLANS)
- S34 PROPOSED COLUMNS FOR CANOPY (SEE ARCHITECTURAL PLANS)
- S35 PROPOSED 4" HIGH ORNAMENTAL FENCE (SEE L2.0 FOR DETAIL)
- S36 PROPOSED 6" HIGH BOARD ON BOARD FENCE (SEE L2.0 FOR DETAIL)
- S37 PROPOSED "DO NOT ENTER" SIGN
- S40 PROPOSED FIRE DEPARTMENT CONNECTION WITH 5" STORZ. PER LOCAL CODES.
- S41 PROPOSED 8" HIGH MONUMENT SIGN (SEE ARCHITECTURAL PLANS)
- S42 PROPOSED FIRE HYDRANT WITH AUXILIARY VALVE (TYP.)
- S43 PROPOSED 4" YELLOW SINGLE STRIP LINE (TYP. PER LOCAL CODES).
- S44 PROPOSED GAS METER
- S46 PROPOSED 6" BARRIER CURB
- S47 PROPOSED COMPACTOR
- S48 PROPOSED M4.18 MOUNTABLE CURB
- S49 PROPOSED DO NOT ENTER SIGN (IDOT STANDARD R5-1)
- S50 PROPOSED RIGHT TURN ONLY SIGN (IDOT STANDARD R3-5)
- S51 PROPOSED NO LEFT TURN SIGN (IDOT STANDARD R3-2)
- S52 PROPOSED SPEED BUMP WITH STRIPING PER LOCAL CODE
- S53 PROPOSED MENU BOARD



FLOOD NOTE:
THE SUBJECT PARCEL LIES WITHIN "ZONE X" - AREAS OF MINIMAL FLOODING. SOURCE: NFIP (NATIONAL FLOOD INSURANCE PROGRAM) FIRM (FLOOD INSURANCE RATE MAP) MAP NUMBER 17043C0092H, EFFECTIVE DECEMBER 16, 2004.

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DATE	DESCRIPTION
1-31-14	PLAN COMMISSION SUBMITTAL
2-21-14	PLAN COMMISSION RE-SUBMITTAL

PROFESSIONAL SEAL



PROFESSIONAL IN CHARGE
KERI WILLIAMS, PE
PROFESSIONAL ENGINEER
62065573 02/21/14

PROJECT MANAGER
LARRY DEHL

QUALITY CONTROL
JEFF RATH

DRAWN BY
ERIC CARANZA

PROJECT NAME

shorewood
DEVELOPMENT GROUP

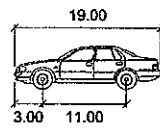
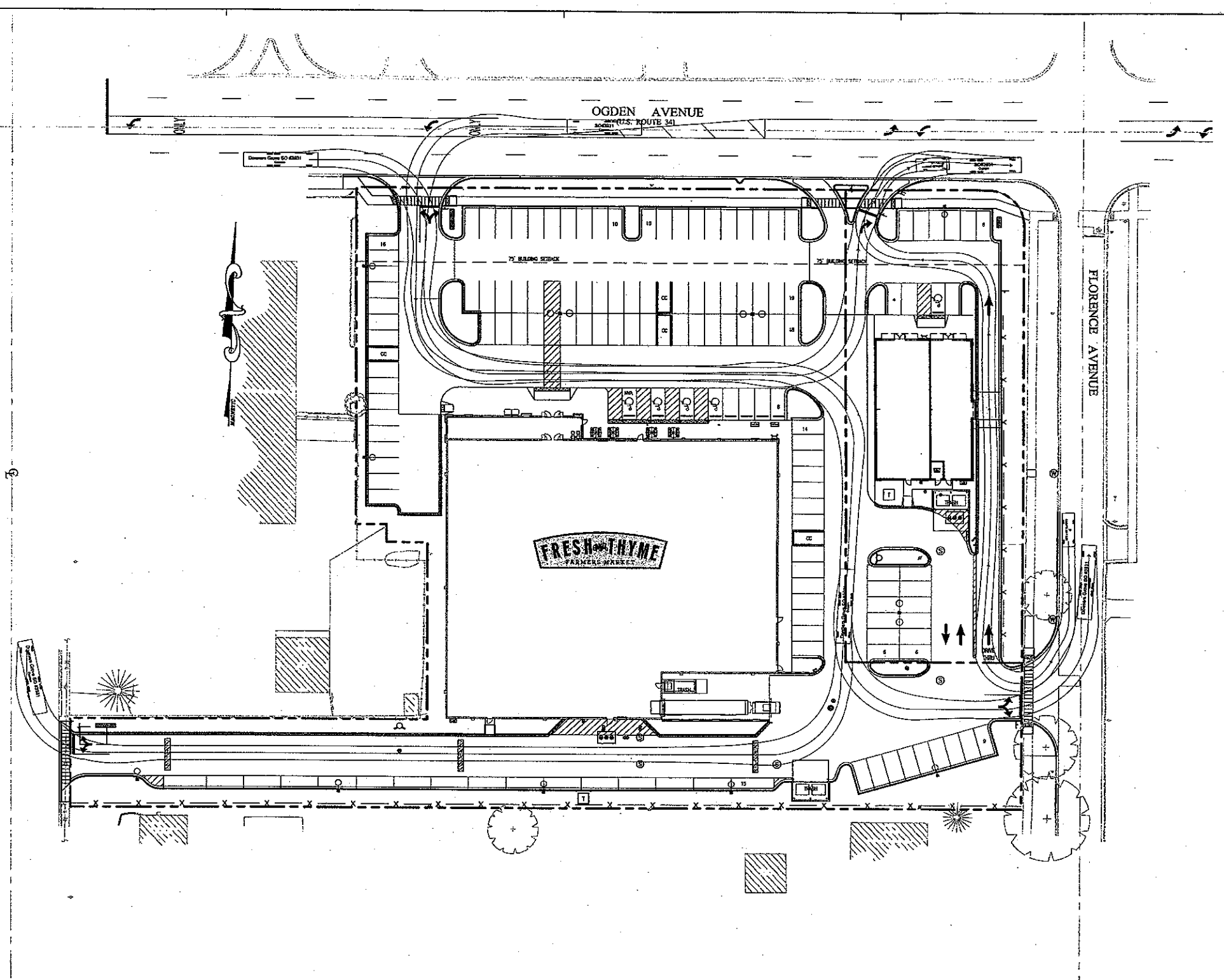
**DOWNERS GROVE,
ILLINOIS
(SWC) OGDEN AVE &
FLORENCE AVE**

PROJECT NUMBER
20130576.0

SHEET TITLE
TRUCK TURN
PLAN

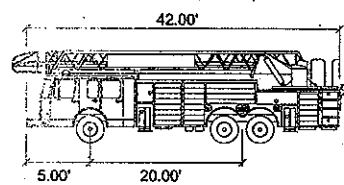
SHEET NUMBER

C3.3



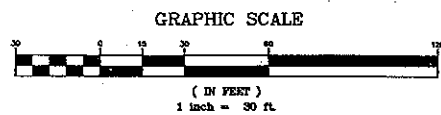
P feet

Width	: 7.00
Track	: 6.00
Lock to Lock Time	: 6.0
Steering Angle	: 31.6



SO #3931 feet

Width	: 8.33
Track	: 7.33
Lock to Lock Time	: 6.0
Steering Angle	: 28.9



**PRELIMINARY PLANS
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PROFESSIONAL ENGINEER
02085573 02-05-86
PROJECT MANAGER
LARRY DEM
QUALITY CONTROL
JEFF BAH
DRAWN BY
ERIC CARRANZA

PROJECT NAME

shorewood
DEVELOPMENT GROUP

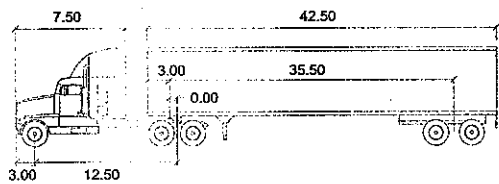
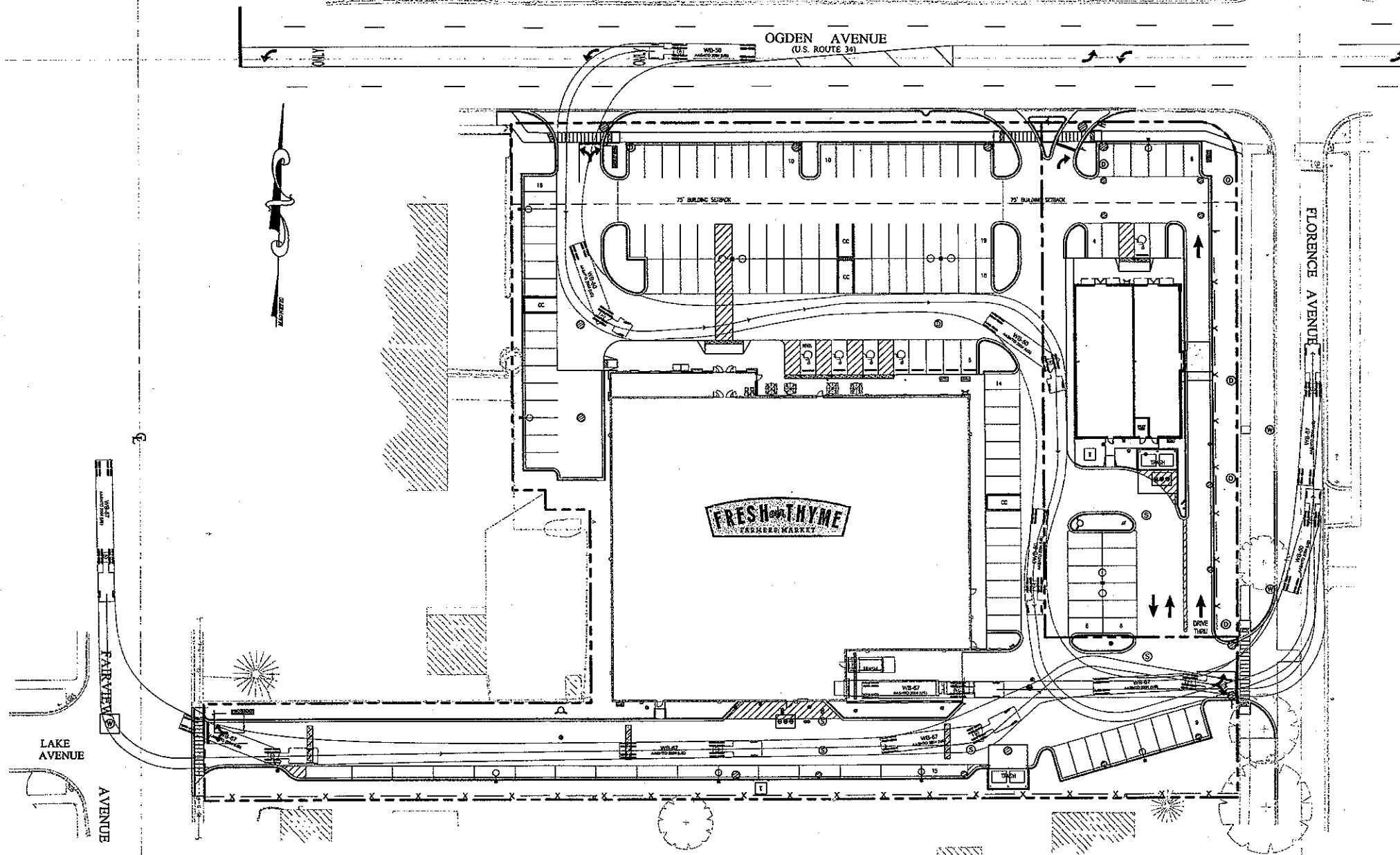
DOWNERS GROVE, ILLINOIS (SW) OGDEN AVE & FLORENCE AVE

PROJECT NUMBER
20130576.0

SHEET TITLE
TRUCK TURN PLAN

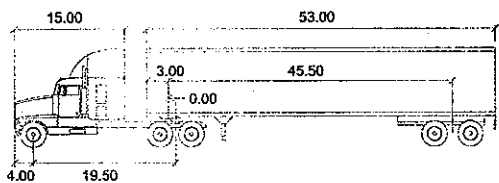
SHEET NUMBER

C3.4



WB-50

feet	
Tractor Width	: 8.00
Trailer Width	: 8.50
Tractor Track	: 8.00
Trailer Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 17.7
Articulating Angle	: 70.0



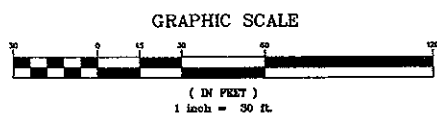
WB-67

feet	
Tractor Width	: 8.00
Trailer Width	: 8.50
Tractor Track	: 8.00
Trailer Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 28.4
Articulating Angle	: 75.0

ACCESS FOR FRESH THYME WB-67 DELIVERY TRUCK ONLY AVAILABLE OFF FAIRVIEW AVENUE MOVING EAST-WEST THRU THE SITE AND EXISTING ON TO FLORENCE AVENUE.

APPROXIMATE DELIVERY TIME
FRESH THYME FRESH MARKET
• 53' TRAILER: 1-2 TIMES PER DAY OCCURRING IN THE EARLY MORNING AND/OR MID-AFTERNOON
• MEDIUM SIZE (26') BOX TRUCK: 5 TIMES PER DAY OCCURRING THROUGHOUT THE DAY

OUTLOT BUILDING (TENANTS TBD)
• SMALL (15' TO 18') TO MEDIUM (26') BOX TRUCK: TWICE A WEEK OCCURRING IN THE MORNING.



PRELIMINARY PLANS
(NOT FOR CONSTRUCTION)

GENERAL UTILITY NOTES:

- CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST FORTY-EIGHT (48) HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED SITE IMPROVEMENTS SHOWN ON THE PLANS.
- CONTRACTOR SHALL UTILIZE CARE WHEN WORKING NEAR EXISTING UTILITIES TO REMAIN. ANY DAMAGE TO EXISTING UTILITIES NOT NOTED TO BE REMOVED SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE AND TO THE SATISFACTION OF THE OWNER AND/OR ENGINEER.
- CONTRACTOR SHALL EXCAVATE AND VERIFY IN FIELD ALL EXISTING UTILITY LOCATIONS, SIZES, CONDITIONS AND ELEVATIONS AT PROPOSED POINTS OF CONNECTION PRIOR TO COMMENCING ANY UNDERGROUND CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER OF ANY DISCREPANCIES OR CONFLICTS PRIOR TO PROCEEDING WITH CONSTRUCTION.
- ALL PROPOSED CONNECTIONS TO EXISTING UTILITY STRUCTURES OR PIPING SHALL BE IN ACCORDANCE WITH THE APPLICABLE GOVERNING AUTHORITY REQUIREMENTS AND SPECIFICATIONS.
- CONTRACTOR SHALL CONTINUOUSLY MAINTAIN ALL EXISTING SEWER SYSTEMS DURING CONSTRUCTION OPERATIONS AS NECESSARY TO PREVENT SILT OR DEBRIS ACCUMULATION.
- SEE THE GENERAL NOTES SHEET FOR ADDITIONAL INFORMATION AND REQUIREMENTS INCLUDING ALL PIPE MATERIAL AND JOINT SPECIFICATIONS.

BENCHMARKS:

REFERENCE BENCHMARK:
 DUPAGE COUNTY BENCHMARK DGN03001/PID DK3126 (NW088)
 BRONZE DISK IN THE WEST SIDE OF A CONCRETE TRAFFIC SIGNAL BASE LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF ROUTE 34 (OGDEN AVENUE) AND CASS AVENUE. ELEVATION = 746.26

SITE BENCHMARKS:
SITE BENCHMARK 1
 NORTHWEST BONNET BOLT OF FIRE HYDRANT LOCATED AT THE SOUTHWEST CORNER OF OGDEN AVENUE AND FLORENCE AVENUE. ELEVATION = 757.16

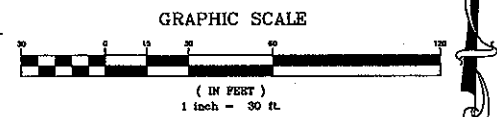
SITE BENCHMARK 2
 NORTHWEST BONNET BOLT OF FIRE HYDRANT LOCATED AT THE SOUTHWEST CORNER OF LAKE AVENUE AND FAIRVIEW AVENUE. ELEVATION = 766.91

FLOOD NOTE:

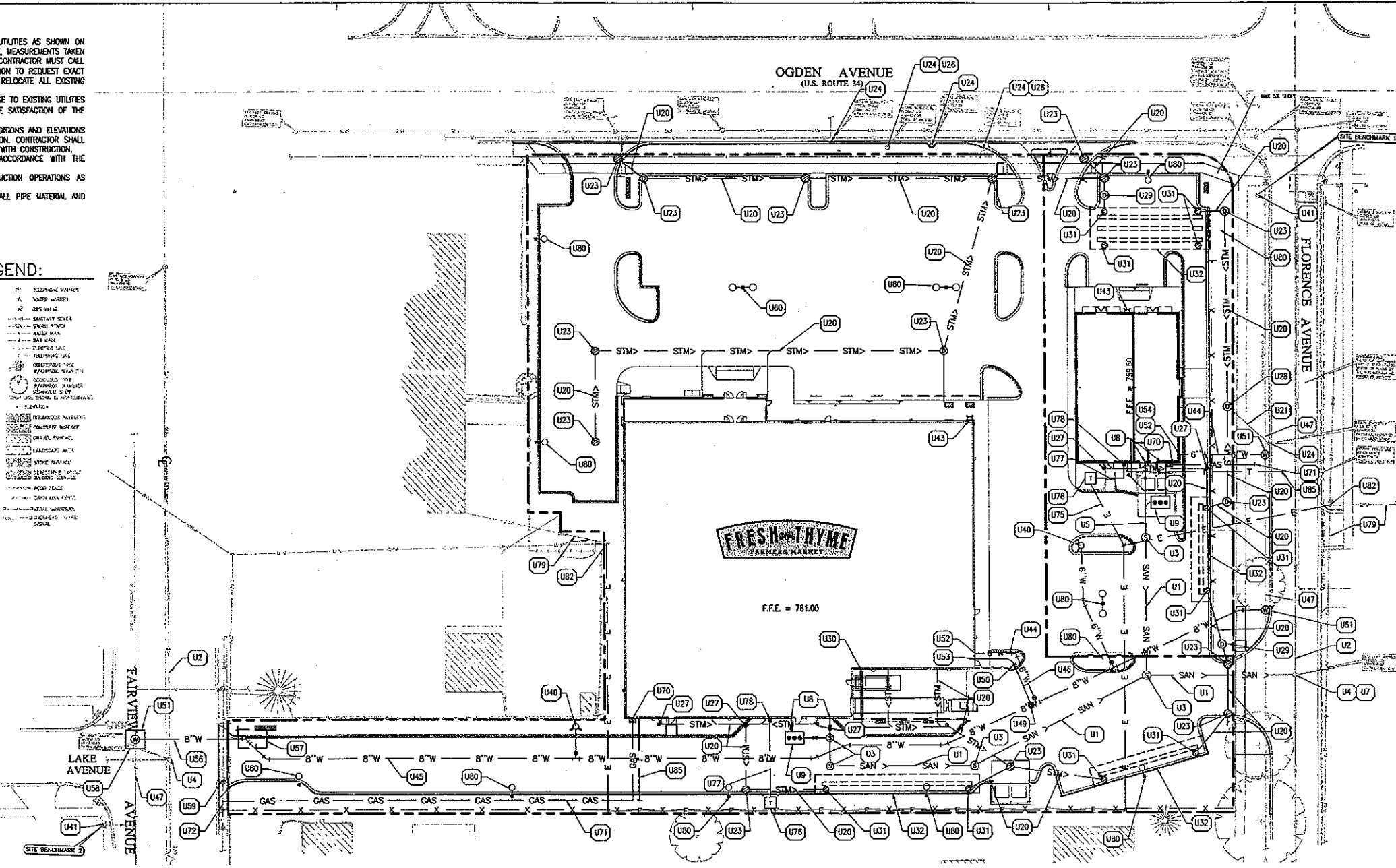
THE SUBJECT PARCEL LIES WITHIN "ZONE C" - AREAS OF MINIMAL FLOODING. SOURCE: NFP (NATIONAL FLOOD INSURANCE PROGRAM) FIRM (FLOOD INSURANCE RATE MAP) MAP NUMBER 390120 0001-0005, EFFECTIVE JULY 2, 1992.

EXISTING LEGEND:

U	UTILITY	W	WATER SERVICE CONNECTION
U2	EXISTING SANITARY SEWER LINE TO REMAIN AND BE PROTECTED.	W	PROPOSED TAPPING SLEEVE AND VALVE IN VAULT
U3	PROPOSED SANITARY SEWER MANHOLE.	W	PROPOSED WATER SERVICE CONNECTION
U4	EXISTING SANITARY SEWER STRUCTURE TO REMAIN AND BE PROTECTED.	W	PROPOSED CURB STOP IN CURB BOX
U7	CONNECT PROPOSED SANITARY SEWER SERVICE LINE TO EXISTING SANITARY MANHOLE PER LOCAL CODES (FIELD VERIFY LOCATION AND ELEVATION PRIOR TO INSTALLING PROPOSED SANITARY SEWER LINES).	W	PROPOSED FIRE HYDRANT
U8	PROPOSED SANITARY SEWER POINT OF ENTRY. (SEE MEP PLANS FOR ADDITIONAL INFORMATION)	W	PROPOSED TRENCH DRAIN
U9	PROPOSED 1800-GALLON GREASE TRAP.	W	PROPOSED STORM SEWER STRUCTURES
U20	PROPOSED STORM SEWER LINE. (TYP.)	W	PROPOSED SANITARY STRUCTURE
U21	EXISTING STORM SEWER LINE TO REMAIN AND BE PROTECTED.	W	PROPOSED GREASE TRAP
U22	PROPOSED STORM SEWER STRUCTURE.	W	PROPOSED CLEANOUT
U24	EXISTING STORM SEWER STRUCTURE TO REMAIN AND BE PROTECTED.	W	PROPOSED ELECTRIC METER
U26	ADJUST EXISTING FRAME AND GRATE. FIELD VERIFY.	W	PROPOSED TRANSFORMER WITH BOLLARDS
U27	PROPOSED STORM SEWER CLEANOUT.	W	PROPOSED POWER POLE
U28	PROPOSED 74" PRECAST CONCRETE MANHOLE WITH NEEDHAM R-2502-D FRAME AND GRATE (CONTRACTOR SHALL FIELD VERIFY EXISTING LOCATION AND ELEVATION OF EXISTING 24" STORM SEWER PRIOR TO INSTALLING NEW CATCH BASIN)		
U29	PROPOSED CONTECH CDS-2015 WATER QUALITY UNIT.		
U30	PROPOSED STORM SEWER TRENCH DRAIN. NEEDHAM R-4990-CX, TYPE C OR APPROVED EQUAL. CONTRACTOR TO PROVIDE A MINIMUM OF 0.5% SLOPE IN BOTTOM OF TRENCH DRAIN.		
U31	30" DIA. RISER W/ CONCRETE COLLAR AND NEEDHAM R-2540 FRAME AND GRATE OR EQUAL.		
U32	CONTECH 48" DIA. PERFORATED CAP INFILTRATION SYSTEM.		
U40	PROPOSED FIRE HYDRANT AND AUXILIARY VALVE PER LOCAL CODES		



**PRELIMINARY PLANS
(NOT FOR CONSTRUCTION)**



UTILITY KEY NOTES

- | | | |
|---|--|--|
| <p>U1 PROPOSED SANITARY SEWER LINE (TYP.)</p> <p>U2 EXISTING SANITARY SEWER LINE TO REMAIN AND BE PROTECTED.</p> <p>U3 PROPOSED SANITARY SEWER MANHOLE.</p> <p>U4 EXISTING SANITARY SEWER STRUCTURE TO REMAIN AND BE PROTECTED.</p> <p>U7 CONNECT PROPOSED SANITARY SEWER SERVICE LINE TO EXISTING SANITARY MANHOLE PER LOCAL CODES (FIELD VERIFY LOCATION AND ELEVATION PRIOR TO INSTALLING PROPOSED SANITARY SEWER LINES).</p> <p>U8 PROPOSED SANITARY SEWER POINT OF ENTRY. (SEE MEP PLANS FOR ADDITIONAL INFORMATION)</p> <p>U9 PROPOSED 1800-GALLON GREASE TRAP.</p> <p>U20 PROPOSED STORM SEWER LINE. (TYP.)</p> <p>U21 EXISTING STORM SEWER LINE TO REMAIN AND BE PROTECTED.</p> <p>U22 PROPOSED STORM SEWER STRUCTURE.</p> <p>U24 EXISTING STORM SEWER STRUCTURE TO REMAIN AND BE PROTECTED.</p> <p>U26 ADJUST EXISTING FRAME AND GRATE. FIELD VERIFY.</p> <p>U27 PROPOSED STORM SEWER CLEANOUT.</p> <p>U28 PROPOSED 74" PRECAST CONCRETE MANHOLE WITH NEEDHAM R-2502-D FRAME AND GRATE (CONTRACTOR SHALL FIELD VERIFY EXISTING LOCATION AND ELEVATION OF EXISTING 24" STORM SEWER PRIOR TO INSTALLING NEW CATCH BASIN)</p> <p>U29 PROPOSED CONTECH CDS-2015 WATER QUALITY UNIT.</p> <p>U30 PROPOSED STORM SEWER TRENCH DRAIN. NEEDHAM R-4990-CX, TYPE C OR APPROVED EQUAL. CONTRACTOR TO PROVIDE A MINIMUM OF 0.5% SLOPE IN BOTTOM OF TRENCH DRAIN.</p> <p>U31 30" DIA. RISER W/ CONCRETE COLLAR AND NEEDHAM R-2540 FRAME AND GRATE OR EQUAL.</p> <p>U32 CONTECH 48" DIA. PERFORATED CAP INFILTRATION SYSTEM.</p> <p>U40 PROPOSED FIRE HYDRANT AND AUXILIARY VALVE PER LOCAL CODES</p> | <p>U41 EXISTING FIRE HYDRANT AND AUXILIARY VALVE TO REMAIN AND BE PROTECTED</p> <p>U43 PROPOSED REMOTE FIRE DEPARTMENT CONNECTION (FDC) WITH 5" STORZ PER LOCAL CODES.</p> <p>U44 PROPOSED 6" D.I.P. CLASS 52 FIRE PROTECTION LINE.</p> <p>U44 PROPOSED 8" D.I.P. CLASS 52 WATER LINE.</p> <p>U46 PROPOSED 2" TYPE K COPPER DOMESTIC WATER LINE.</p> <p>U47 EXISTING WATER MAIN TO REMAIN AND BE PROTECTED.</p> <p>U49 PROPOSED 2" WATER TAP SERVICE CONNECTION TO PROPOSED 8" WATERMAIN PER LOCAL CODES. FIELD VERIFY LOCATION.</p> <p>U50 PROPOSED CURB STOP AND CURB BOX PER LOCAL CODES.</p> <p>U51 PROPOSED TAPPING SLEEVE AND VALVE CONNECTION TO EXISTING 8" WATERMAIN IN VAULT. FIELD VERIFY LOCATION.</p> <p>U52 PROPOSED FIRE LINE BACKFLOW PREVENTOR TO BE LOCATED INSIDE BUILDING PER LOCAL JURISDICTION (SEE PLUMBING PLANS FOR ADDITIONAL INFORMATION).</p> <p>U53 PROPOSED DOMESTIC BACKFLOW PREVENTION DEVICE TO BE LOCATED INSIDE BUILDING PER LOCAL CODES (SEE PLUMBING PLANS FOR ADDITIONAL INFORMATION).</p> <p>U54 PROPOSED 2" TYPE K COPPER DOMESTIC WATER LINE TO BE TAPPED OFF OF 6" FIRE PROTECTION LINE INSIDE BUILDING MECHANICAL ROOM (SEE PLUMBING PLANS FOR ADDITIONAL INFORMATION AND DETAILS).</p> <p>U56 BORE AND JACK LOCATED 8" WATER LINE UNDER FAIRVIEW AVENUE (CONTRACTOR SHALL FIELD VERIFY LOCATION OF EXISTING 8" WATER LINE PRIOR TO BORING UNDER ROAD)</p> <p>U57 PROPOSED BORE PIT</p> <p>U58 PROPOSED RECEIVING PIT</p> <p>U59 EXISTING VALVE BOX TO REMAIN. ADJUST TO PROPOSED GRADE.</p> <p>U70 PROPOSED GAS METER (CONTRACTOR SHALL COORDINATE METER LOCATION WITH THE GAS COMPANY AND THE BUILDING MECHANICAL PLANS).</p> | <p>U71 PROPOSED GAS SERVICE LINE (CONTRACTOR SHALL COORDINATE INSTALLATION REQUIREMENTS WITH GAS COMPANY. SEE BUILDING MECHANICAL PLANS FOR ADDITIONAL INFORMATION AND DETAILS).</p> <p>U72 EXISTING GAS LINE TO REMAIN AND BE PROTECTED. FIELD VERIFY</p> <p>U75 PROPOSED PRIMARY ELECTRIC SERVICE (CONTRACTOR SHALL COORDINATE WITH ELECTRIC COMPANY FOR REQUIREMENTS PRIOR TO ANY EXCAVATION OR INSTALLATION OF CONDUITS)</p> <p>U76 PROPOSED ELECTRIC TRANSFORMER WITH BOLLARDS. (CONTRACTOR TO INSTALL TRANSFORMER PAD CONTRACTOR SHALL COORDINATE TRANSFORMER LOCATION, SIZE AND DESIGN WITH ELECTRIC COMPANY PRIOR TO INSTALLATION).</p> <p>U77 PROPOSED SECONDARY ELECTRIC SERVICE LINE CONTRACTOR SHALL INSTALL 3" PVC SCHEDULE 40 CONDUIT WITH PULL STRING (CONTRACTOR SHALL COORDINATE NEW BUILDING ELECTRIC SERVICE INSTALLATION WITH ELECTRIC COMPANY PRIOR TO ANY EXCAVATION OR INSTALLATION OF CONDUITS. SEE BUILDING ELECTRICAL PLANS FOR ADDITIONAL INFORMATION AND DETAILS).</p> <p>U78 PROPOSED ELECTRIC METER LOCATION (SEE BUILDING ELECTRICAL PLANS FOR ADDITIONAL INFORMATION AND DETAILS).</p> <p>U79 EXISTING ELECTRIC LINE TO REMAIN AND BE PROTECTED. ANY CHANGES TO THE EXISTING ELECTRIC LINE SHALL BE COORDINATED WITH THE UTILITY PROVIDER AND MEP PLANS.</p> <p>U80 PROPOSED LIGHT POLE LOCATIONS (SEE PHOTOMETRIC PLAN FOR ADDITIONAL INFORMATION).</p> <p>U82 EXISTING ELECTRIC POLE TO REMAIN AND BE PROTECTED.</p> <p>U85 PROPOSED TELEPHONE SERVICE LINE (CONTRACTOR TO COORDINATE INSTALLATION REQUIREMENTS WITH TELEPHONE COMPANY. SEE BUILDING ELECTRICAL PLANS FOR ADDITIONAL INFORMATION AND DETAILS).</p> |
|---|--|--|

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 21 South Evergreen Avenue
 Suite 200
 Arlington Heights, IL 60005
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PROJECT TEAM

ISSUE/REVISION RECORD

DATE	DESCRIPTION
1-31-14	PLAN COMMISSION SUBMITTAL
2-21-14	PLAN COMMISSION RE-SUBMITTAL

PROFESSIONAL SEAL



PROFESSIONAL IN CHARGE
KERI WILLIAMS, PE
 PROFESSIONAL ENGINEER
 02065573 062-058662

PROJECT MANAGER
 LARRY DEJA
 QUALITY CONTROL
 JEFF BATH
 DRAWN BY
 ERIC CARRANZA

PROJECT NAME

shorewood
 DEVELOPMENT GROUP

**DOWNERS GROVE, ILLINOIS
(SW) OGDEN AVE & FLORENCE AVE**

PROJECT NUMBER
 20130576.0

SHEET TITLE
OVERALL UTILITY PLAN

SHEET NUMBER
C5.0



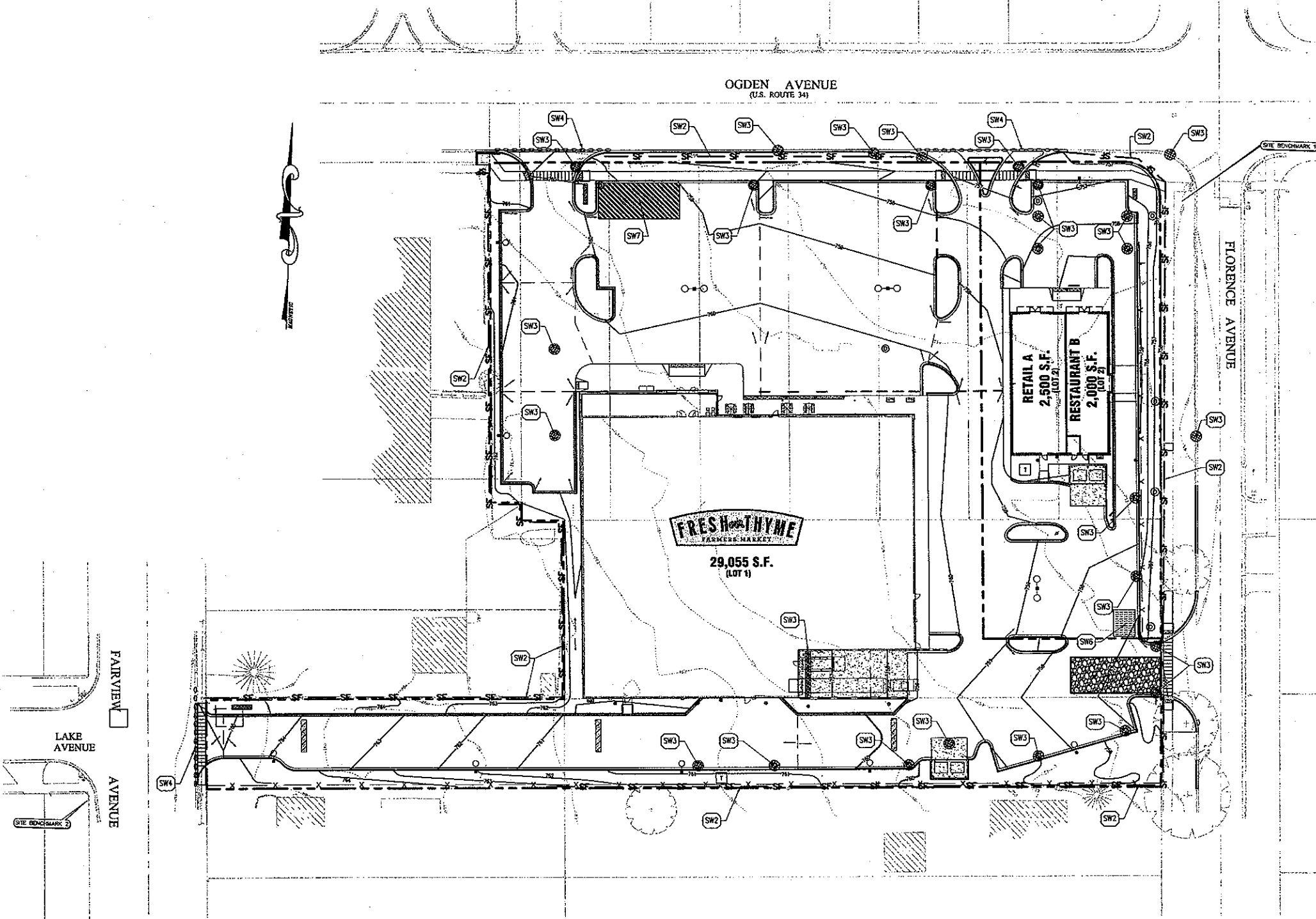
CHICAGO: 312-744-7000

GENERAL SWPPP NOTES:

- COPIES OF THE APPROVED STORM WATER POLLUTION PREVENTION PLANS SHALL BE MAINTAINED ON THE SITE AT ALL TIMES ALONG WITH ALL NECESSARY PERMITS AND INSPECTION FORMS.
- ALL EROSION AND SEDIMENTATION CONTROL MEASURES AND DEVICES SHALL BE INSTALLED AND FUNCTIONAL BEFORE THE SITE IS OTHERWISE DISTURBED. THEY SHALL BE KEPT OPERATIONAL AND MAINTAINED CONTINUOUSLY THROUGHOUT THE PERIOD OF LAND DISTURBANCE UNTIL PERMANENT SITE STABILIZATION HAS BEEN ACHIEVED.
- CONTRACTOR SHALL IMPLEMENT SITE SPECIFIC BEST MANAGEMENT PRACTICES (SWPPS) AS SHOWN AND REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED BY THE CONTRACTOR AS DICTATED BY SITE CONDITIONS OR THE PROJECT GOVERNING AUTHORITIES AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
- ALL BEST MANAGEMENT PRACTICES AND CONTROLS SHALL CONFORM TO THE APPLICABLE FEDERAL, STATE, OR LOCAL REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OR MANUAL OF PRACTICE.
- IF AFTER REPEATED FAILURE ON THE PART OF THE CONTRACTOR TO PROPERLY CONTROL SOIL EROSION, SEDIMENT AND/OR POLLUTION FROM THE PROJECT SITE, THE GOVERNING AUTHORITIES RESERVE THE RIGHT TO EFFECT NECESSARY CORRECTIVE MEASURES AND CHARGE ANY COSTS TO THE CONTRACTOR.
- INLET PROTECTION SHALL BE INSTALLED AROUND EACH INLET OR CATCH BASIN WITHIN THE VICINITY OF THE DISTURBED AREA LIMITS AS SHOWN ON THE PLANS. THESE SHALL BE MAINTAINED UNTIL THE TRIBUTARY DRAINAGE AREAS HAVE ADEQUATE GRASS COVER AND/OR APPROPRIATE GROUND STABILIZATION.
- ALL STREETS ADJACENT TO THE PROJECT SITE SHALL BE KEPT FREE OF DIRT, MUD AND DEBRIS. CONTRACTOR SHALL CLEAN ADJACENT PAVEMENTS AT THE END OF EACH WORKING DAY WHEN NECESSARY.
- CONTRACTORS SHALL MINIMIZE BARE EARTH SURFACES DURING CONSTRUCTION TO THE EXTENT PRACTICABLE.
- ALL DISTURBED AREAS SHALL BE SEEDED OR SOODED AS SOON AS IS PRACTICABLE.
- IF DURING CONSTRUCTION OPERATIONS ANY LOOSE MATERIALS ARE DEPOSITED IN THE FLOW LINE OF GUTTERS, DRAINAGE STRUCTURES, OR DITCHES SUCH THAT THE NATURAL FLOW LINE OF WATER IS OBSTRUCTED, THIS LOOSE MATERIAL SHALL BE REMOVED.
- ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY EXISTING STORM DRAINAGE SYSTEMS BY THE USE OF INLET PROTECTION OR OTHER APPROVED FUNCTIONAL METHODS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING SEDIMENT RESULTING FROM CONSTRUCTION ACTIVITIES ASSOCIATED WITH THIS PROJECT.
- CONSTRUCTION ACCESS POINTS TO THE SITE SHALL BE PROTECTED IN SUCH A WAY AS TO PREVENT TRACKING OF MUD OR SOIL ONTO PUBLIC THOROUGHFARES. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC THOROUGHFARES MUST BE REMOVED IMMEDIATELY BY THE CONTRACTOR.
- SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLotation BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
- DUST SHALL BE ADEQUATELY CONTROLLED ON THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
- RUBBISH, TRASH, CARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED TRASH CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORMWATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
- DURING DEWATERING OPERATIONS, WATER SHALL BE PUMPED OR OTHERWISE DISCHARGED FROM THE SITE INTO SEDIMENT BASINS, SILT TRAPS, DEWATERING BAGS OR POLYMER MIXING SHALES. DEWATERING DIRECTLY INTO FIELD TILES OR STORMWATER SYSTEMS IS PROHIBITED.
- ALL DISTURBED AREAS SHALL BE SEEDED OR SOODED WITHIN THREE (3) DAYS OF FINAL DISTURBANCE.
- ALL SOIL STOCKPILES SHALL BE STABILIZED WITHIN THREE (3) DAYS OF FORMING THE STOCKPILE.
- STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN SEVEN (7) DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED AS FOLLOWS:
 19.1. WHEN THE INITIATION OF STABILIZATION MEASURES BY THE 7TH DAY AFTER CONSTRUCTION ACTIVITY TEMPORARILY OR PERMANENTLY CEASES IS PRECLUDED BY SNOW COVER, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE.
 19.2. WHEN CONSTRUCTION ACTIVITY WILL RESUME ON A PORTION OF THE SITE WITHIN 14 DAYS FROM WHEN ACTIVITIES CEASED (I.E. THE TOTAL TIME PERIOD THAT CONSTRUCTION ACTIVITY IS TEMPORARILY CEASED IS LESS THAN 14 DAYS), THEN STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE BY THE 7TH DAY AFTER CONSTRUCTION ACTIVITY TEMPORARILY CEASES.
- PRE-QUALIFIED PERSONNEL (PROVIDED BY THE CONTRACTOR) SHALL INSPECT DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED, STRUCTURAL CONTROL MEASURES, AND LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN TWENTY-FOUR (24) HOURS OF THE END OF A RAINFALL EVENT THAT IS 0.5 INCH OR GREATER (OR EQUIVALENT SNOWFALL). REQUIRED REPAIRS SHOULD BE COMPLETED WITHIN FORTY-EIGHT (48) HOURS OF THE INSPECTION.
- EROSION CONTROL BLANKETS SHALL BE USED IN AREAS OF 4:1 SLOPE OR STEEPER.
- ALL TEMPORARY EROSION CONTROL AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED THIRTY (30) DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED. TRAPPED SEDIMENT SHALL BE PROPERLY STABILIZED OR DISPOSED OF OFF SITE BY THE CONTRACTOR.
- PROHIBITED TO DISTURBING ACTIVITIES IN AREAS OTHER THAN THOSE INDICATED ON THESE PLANS (INCLUDING BUT NOT LIMITED TO ADDITIONAL PHASES OF DEVELOPMENT AND OFF-SITE BORROW OR WASTE AREAS) A SUPPLEMENTARY STORM WATER POLLUTION PREVENTION PLAN SHALL BE SUBMITTED TO THE OWNER AND ENGINEER FOR REVIEW.

SWPPP CONSTRUCTION SCHEDULE:

- OBTAIN ALL APPLICABLE SITE PERMITS AND THOROUGHLY REVIEW PROJECT'S STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PRIOR TO COMMENCEMENT OF CONSTRUCTION OPERATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND UPDATING THE SWPPP THROUGHOUT THE DURATION OF CONSTRUCTION AS NECESSARY UNTIL FINAL SITE STABILIZATION IS ACHIEVED.
- INSTALL PERIMETER SEDIMENT CONTROL MEASURES (I.E. SILT FENCE).
- INSTALL INLET PROTECTION DEVICES FOR EXISTING STORM SEWER INLETS AND DRAINAGE STRUCTURES.
- PERFORM STORMWATER POLLUTION PREVENTION SITE INSPECTIONS ON A WEEKLY BASIS AND WITHIN TWENTY-FOUR (24) HOURS OF THE END OF A RAINFALL EVENT THAT IS 0.5 INCH OR GREATER (OR EQUIVALENT SNOWFALL). AT A MINIMUM, THE INSPECTIONS SHALL INCLUDE THE DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED, ALL STRUCTURAL CONTROL MEASURES, LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE, AND ANY ADDITIONAL BEST MANAGEMENT PRACTICES IDENTIFIED IN THE SWPPP.
 4.1. ALL SITE EROSION AND SEDIMENT CONTROL MEASURES AND BEST MANAGEMENT PRACTICES SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND SHALL BE CONTINUOUSLY MAINTAINED THROUGHOUT THE DURATION OF CONSTRUCTION. CONTRACTOR SHALL MAKE AND COMPLETE THE REQUIRED REPAIRS WITHIN FORTY-EIGHT (48) HOURS OF THE INSPECTION.
 4.2. CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL STRUCTURAL CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION AS DETERMINED BY THE SITE INSPECTIONS.
- INSTALL NEW STORM SOWERS AND OTHER SITE UTILITIES AS INDICATED ON THE PLANS.
- PROVIDE TEMPORARY SEEDING AND/OR MULCHING FOR ALL DISTURBED SITE AREAS THAT WILL NOT BE WORKED ON FOR MORE THAN FOURTEEN (14) DAYS.
- INSTALL TEMPORARY CONCRETE WASHOUT BIN PRIOR TO COMMENCEMENT OF ANY CONCRETE WORK ON SITE.
- INSTALL CURBS AND BEGIN SITE PAVING OPERATIONS (I.E. DRIVEWAYS, SIDEWALKS, ETC.).
- PERFORM STREET CLEANING OPERATIONS AND OTHER BEST MANAGEMENT PRACTICES AS NEEDED FOR AREAS ADJACENT TO THE PROJECT SITE.
- INSTALL BUILDING FOUNDATION AND COMPLETE BUILDING CONSTRUCTION AND REMAINING SITE IMPROVEMENTS.
- REMOVE ALL TEMPORARY SITE EROSION AND SEDIMENT CONTROL MEASURES WITHIN THIRTY (30) DAYS OF FINAL SITE STABILIZATION.



EXISTING LEGEND:

- 1. FRESH THYME FARMERS MARKET (29,055 S.F. LOT 1)
- 2. RETAIL A (2,500 S.F. LOT 2)
- 3. RESTAURANT B (2,000 S.F. LOT 2)
- 4. CONCRETE WASHOUT BIN (SUGGESTED LOCATION)
- 5. CONTRACTOR STAGING AREA (SUGGESTED LOCATION)
- 6. PROPERTY LINE
- 7. PROPOSED CURB & GUTTER
- 8. 533 - PROPOSED CONTOUR
- 9. SF - PROPOSED SILT FENCE
- 10. PROPOSED FLEXSTORM INLET PROTECTION
- 11. PROPOSED GRADING RIDGE LINE
- 12. PROPOSED DRAINAGE FLOW DIRECTION
- 13. PROPOSED STRAW BALE BARRIER
- 14. PROPOSED CONCRETE WASHOUT BIN (SUGGESTED LOCATION)
- 15. PROPOSED CONTRACTOR STAGING AREA (SUGGESTED LOCATION)

PROPOSED LEGEND:

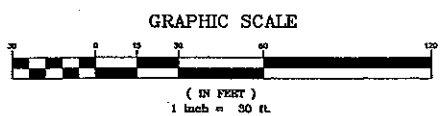
- 1. TELEPHONE WORK
- 2. EXISTING DRIVE
- 3. GAS TANK
- 4. EXISTING DRIVE
- 5. EXISTING DRIVE
- 6. EXISTING DRIVE
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- 48. EXISTING DRIVE
- 49. EXISTING DRIVE
- 50. EXISTING DRIVE

SWPPP KEY NOTES:

- SW2 PROPOSED SILT FENCE
- SW3 PROPOSED FLEXSTORM INLET PROTECTION
- SW4 PROPOSED STRAW BALE BARRIER
- SW6 PROPOSED CONCRETE WASHOUT BIN WITH MINIMUM 30-MIL POLYETHYLENE LINING
- SW7 PROPOSED CONTRACTOR STAGING AREA INCLUDING BUILDING MATERIALS STORAGE, COVERED TRASH DUMPSTER, AND PORTABLE TOILET FACILITIES.

BENCHMARKS:

- REFERENCE BENCHMARK:
 DUPAGE COUNTY BENCHMARK DGN03001/PID DK3126 (N4088)
 BRONZE DISK IN THE WEST SIDE OF A CONCRETE TRAFFIC SIGNAL BASE LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF ROUTE 34 (OGDEN AVENUE) AND CASS AVENUE.
 ELEVATION = 746.26
- SITE BENCHMARKS:
 SITE BENCHMARK 1
 NORTHWEST BONNET BOLT OF FIRE HYDRANT LOCATED AT THE SOUTHWEST CORNER OF OGDEN AVENUE AND FLORENCE AVENUE.
 ELEVATION = 757.16
- SITE BENCHMARK 2
 NORTHWEST BONNET BOLT OF FIRE HYDRANT LOCATED AT THE SOUTHWEST CORNER OF LAKE AVENUE AND FAIRVIEW AVENUE.
 ELEVATION = 766.91

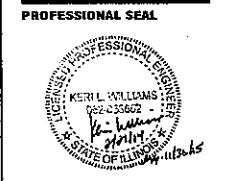


PRELIMINARY PLANS
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ISSUE/REVISION RECORD

DATE	DESCRIPTION
1-31-14	PLAN COMMISSION SUBMITTAL
2-21-14	PLAN COMMISSION RE-SUBMITTAL



PROFESSIONAL IN CHARGE
 KERI WILLIAMS, P.E.
 PROFESSIONAL ENGINEER
 62065573 062-058662

PROJECT MANAGER
 LARRY DEHL

QUALITY CONTROL
 JEFF BATH

DRAWN BY
 ERIC CARRANZA

PROJECT NAME

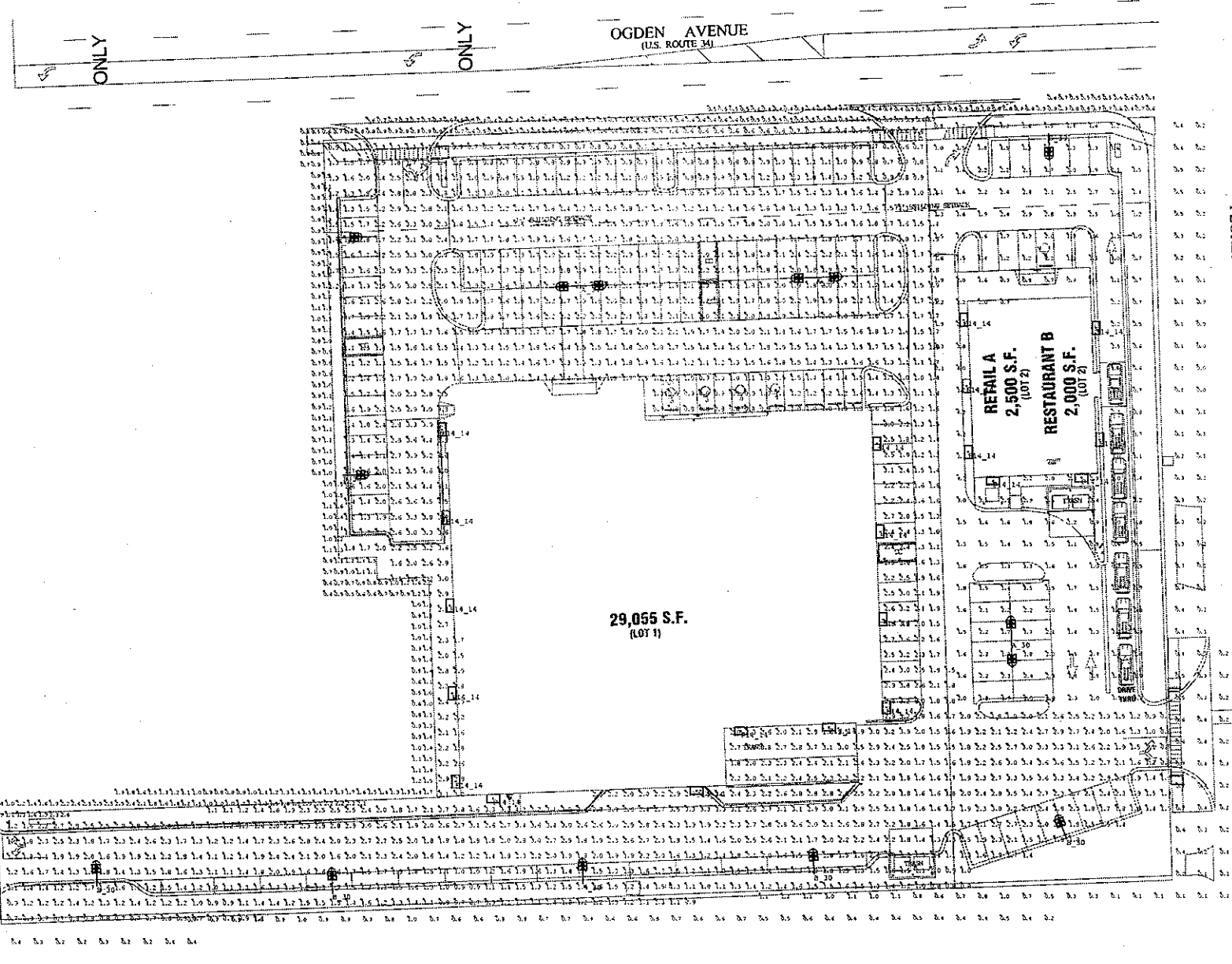
shorewood
 DEVELOPMENT GROUP

DOWNERS GROVE, ILLINOIS
 (SWC) OGDEN AVE & FLORENCE AVE

PROJECT NUMBER
 20130576.0

SHEET TITLE
STORMWATER POLLUTION PREVENTION PLAN

SHEET NUMBER
C6.0



LINE#	Label	X	Y	Z	Orient	File
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5	B 30	1076611.	1873301.	30	0	0
6	B 30	1076614.	1873152.	30	0	0
7	B 30	1076935.	1873348.	30	270.427	0
8	B 30	1076942.	1873028.	30	111.801	0
9	B 30	1076827.	1873012.	30	91.77	0
10	B 30	1076722.	1873008.	30	91.77	0
11	B 30	1076608.	1873004.	30	91.77	0
12	B 30	1076501.	1873007.	30	91.77	0
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15	F14 14	1076662.	1873134.	14	180	0
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ISSUE/REVISION RECORD

DATE	DESCRIPTION
1-31-14	PLAN COMMISSION SUBMIT

PROFESSIONAL SEAL

PROFESSIONAL IN CHARGE
 ELEC PROF IN CHARGE
 PROFESSIONAL ENGINEER
 62065573

PROJECT MANAGER
 CUDRO INDA ALVAREZ

QUALITY CONTROL
 CUDRO INDA ALVAREZ

DRAWN BY
 LATONIA HLUANS

PROJECT NAME

shorewood
 DEVELOPMENT GROUP

DOWNERS GROVE, ILLINOIS
 (SWC) OGDEN AVE & FLORENCE AVE

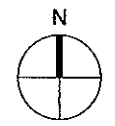
PROJECT NUMBER
 20130576.0

SHEET TITLE
 PHOTOMETRIC PLAN

SHEET NUMBER
 SL1-1

Symbol	Qty	Label	Arrangement	TOTAL Lamp Lumens	LLF	Description
—	8	B 30	STRGE	N.A.	0.765	1-PAGAS4P557988L200P 27ft pole on 3ft base
H	20	F14 H	STRGE	N.A.	0.720	2-PAGAS4P557988L200P 27ft pole on 3ft base
—	3	A 30	BRK-SPK	N.A.	0.765	2-PAGAS4P557988L200P 27ft pole on 3ft base

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
5 feet beyond property line	Illuminance	Fc	0.43	1.2	0.0	N.A.	N.A.
5 feet beyond property line 1	Illuminance	Fc	0.96	2.6	0.4	2.40	6.50
Fresh Thyme - Interior Property	Illuminance	Fc	1.81	5.2	0.6	3.02	8.67
Outparcel - Interior Property	Illuminance	Fc	1.72	4.3	0.3	3.44	8.60



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ISSUE/REVISION RECORD
DATE DESCRIPTION
07/31/14 PLAN COMMISSION SUBMITAL
02/23/14 VILLAGE RESUBMISSION

PROFESSIONAL SEAL

PROFESSIONAL IN CHARGE
DAVID DEPHENS, PLA
PROJECT MANAGER
LARRY EISEL
QUALITY CONTROL

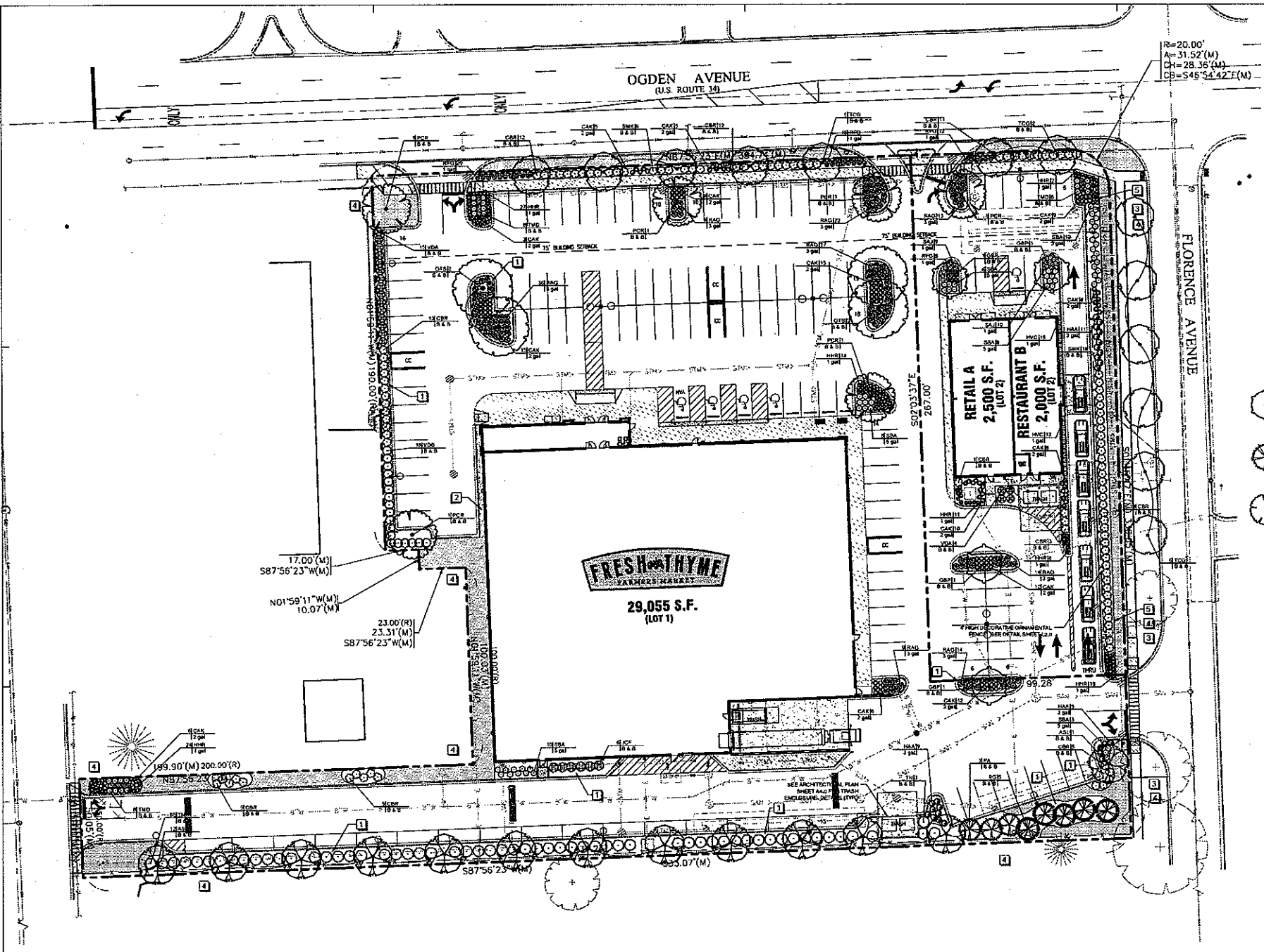
PROJECT NAME
FRESH THYME FARMERS MARKET
DOWNERS GROVE, ILLINOIS
(SWC) OGDEN AVE & FLORENCE AVE.

shorewood DEVELOPMENT GROUP

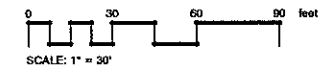
PROJECT NUMBER
20130576.0

SHEET TITLE
LANDSCAPE PLAN

SHEET NUMBER
L1.0
NOT ISSUED FOR CONSTRUCTION

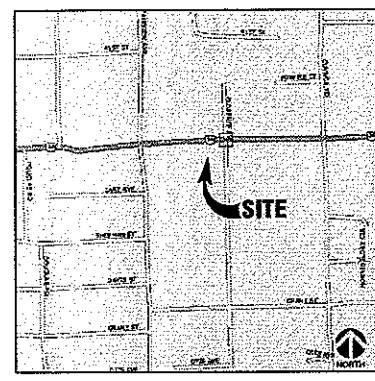


LANDSCAPE PLAN



REFERENCE NOTES SCHEDULE

- | SYMBOL | DESCRIPTION |
|--------|---|
| 1 | INSTALL 3" SHREDDED BARK MULCH IN ALL LANDSCAPE BEDS. |
| 2 | 3" DEPTH GRAVEL MAINTENANCE STRIP ON WEED BARRIER |
| 3 | EXISTING LAWN AREA TO REMAIN. REPAIR AS NECESSARY DUE TO CONSTRUCTION BY SEEDING WITH LAWN GRASSES COMMON TO SITE AND LOCALITY. |
| 4 | CONTRACTOR IS TO RESTORE ANY AREAS DAMAGED DURING CONSTRUCTION ON ADJACENT PARCELS. PLANT MATERIAL IS TO BE REPLACED WITH LIKE TYPE, SIZE AND SPECIES. ALL EXISTING LANDSCAPE IS TO REMAIN PROTECTED DURING THE ENTIRE CONSTRUCTION PERIOD. |
| 5 | CULTIVATED BECULINE 4" DEPTH. |



LOCATION MAP

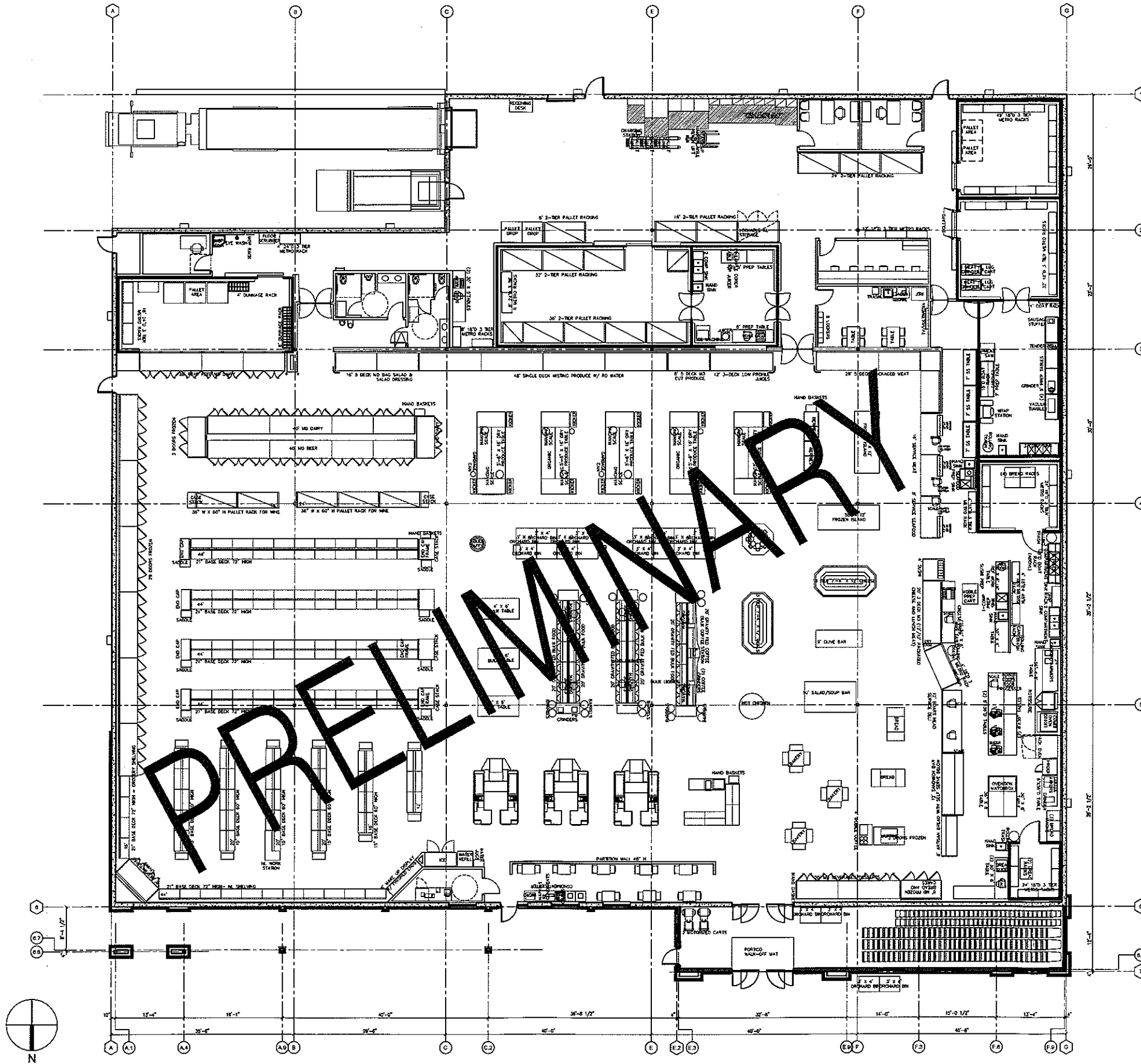
PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	
	ASL	13	Acer saccharum 'Legacy' FULL BRANCHING	Legacy Sugar Maple	B & B	2" Cal. DBH	
	GBP	4	Ginkgo biloba 'Princeton Sentry' STRONG CENTRAL LEADER	Princeton Sentry Ginkgo	B & B	2" Cal. DBH	
	GTS	4	Cladonia blackthorn inermis 'Shademaster' TM STRONG LEADER	Shademaster Honey Locust	B & B	2" Cal. DBH	
	PA	3	Picea abies	Norway Spruce	B & B	6'-7' HL	
	PG	5	Picea glauca FULL BRANCHING	White Spruce	B & B	6'-8' HT. MIN.	
	PCR	6	Pyrus calleryana 'Redspire' STRONG LEADER	Redspire Pear	B & B	2" Cal. DBH	
	TCG	13	Tilia cordata 'Greenspire' FULL BRANCHING, STRONG CENTRAL LEADER	Greenspire Littleleaf Linden	B & B	2" Cal. DBH	
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	HEIGHT	SPREAD
	CAK	123	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	2 gal		
	GBR	85	Cornus sericea 'Bailey's Redtwig'	Bailey's Redtwig Dogwood	B & B	36" Ht. Min.	
	NHR	154	Homocallis x 'Happy Returns'	Happy Returns Daylily	1 gal		
	HVC	28	Heuchera villosa 'Caramel'	Coral Bells	1 gal		
	HAA	25	Hydrangea arborescens 'Annabelle'	Annabelle Hydrangea	3 gal	24" HT. MIN.	
	JCF	6	Juniperus chinensis 'Fairview'	Fairview Juniper	B & B	6' HT. MIN.	
	RAG	141	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	3 gal	24" SPR. MIN.	
	RFG	57	Rutbeckia filipita 'Goldsturm'	Goldsturm Black-eyed Susan	1 gal		
	SAJ	19	Sedum x 'Autumn Joy'	Autumn Joy Sedum	1 gal		
	SBA	54	Spiraea x bumalda 'Anthony Waterer'	Anthony Waterer Spirea	5 gal	24" Ht. Min.	
	SMK	24	Syringa patula 'Miss Kim'	Miss Kim Lilac	B & B	36" Ht. Min.	
	TMD	22	Taxus x media 'Densiformis'	Dense Yew	B & B	24" HT. MIN.	
	TN	58	Thuja occidentalis 'Nigra'	Nigra Cedar	B & B	6' HT. MIN.	
	VDA	19	Viburnum dentatum 'Autumn Jazz'	Southern Arrowwood	B & B	36" Ht. Min.	
	VDB	18	Viburnum dentatum 'Blue Muffin'	Blue Muffin Viburnum	B & B	36" Ht. Min.	
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	
	PP	8,359 sf	Lawn Grasses	Kentucky Bluegrass	sod		

GENERAL NOTES:

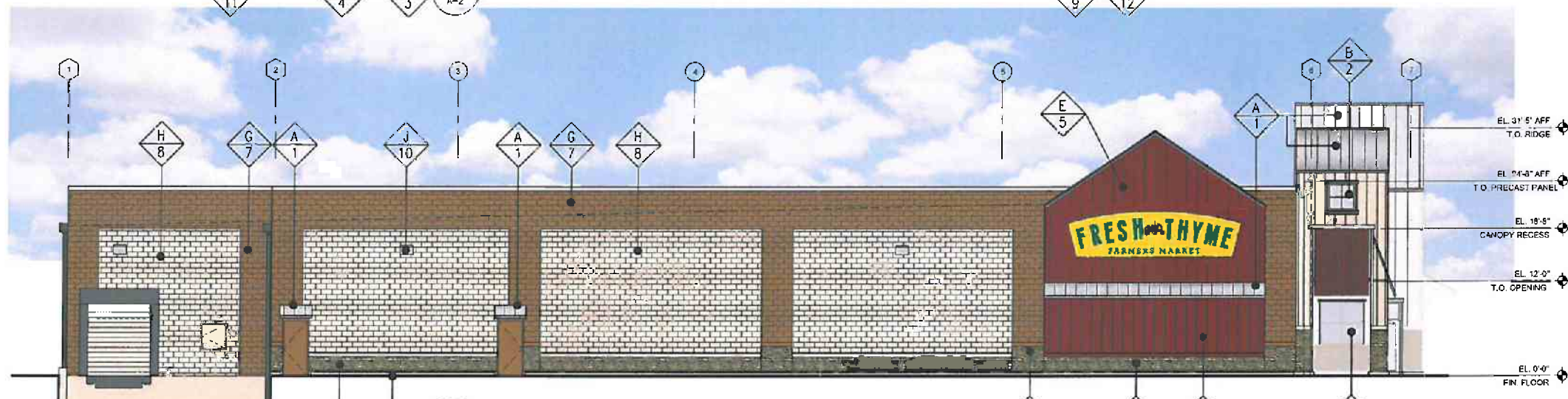
- GRAPHIC SYMBOLS TAKE PRECEDENCE OVER WRITTEN QUANTITIES AND KEYS ON PLAN.
- CONTRACTOR TO REPAIR AND REPLACE ANY PLANT MATERIAL DAMAGED BY THIS CONSTRUCTION OUTSIDE PROJECT LIMITS. ANY EXISTING PLANT MATERIAL DAMAGED BY CONTRACTOR DURING CONSTRUCTION SHALL BE REPLACED WITH LIKE MATERIAL OF SIMILAR SPECIES AND SIZE AT THE CONTRACTOR'S EXPENSE WITH NO ADDITIONAL COST TO OWNER OR TENANT.







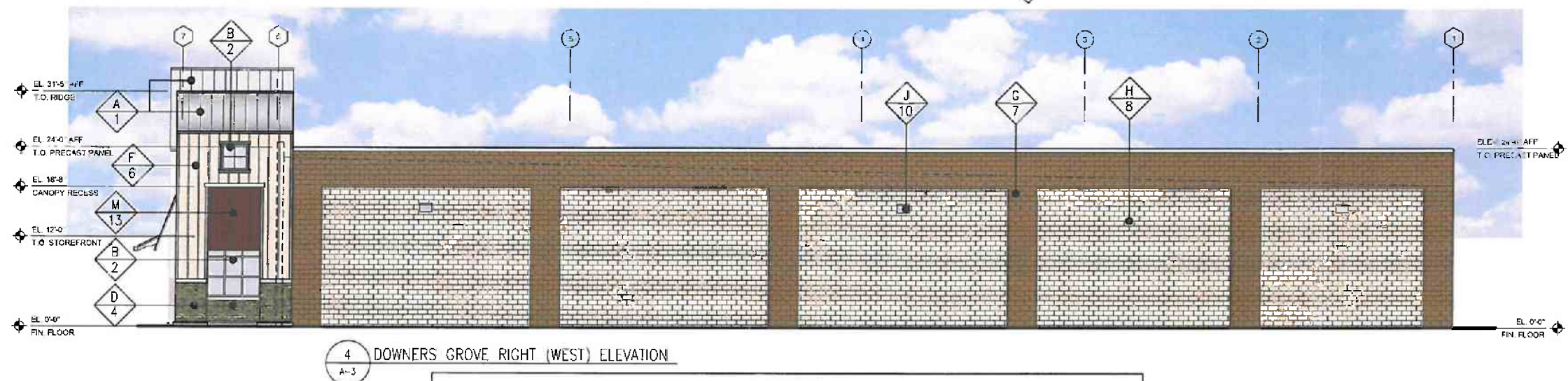
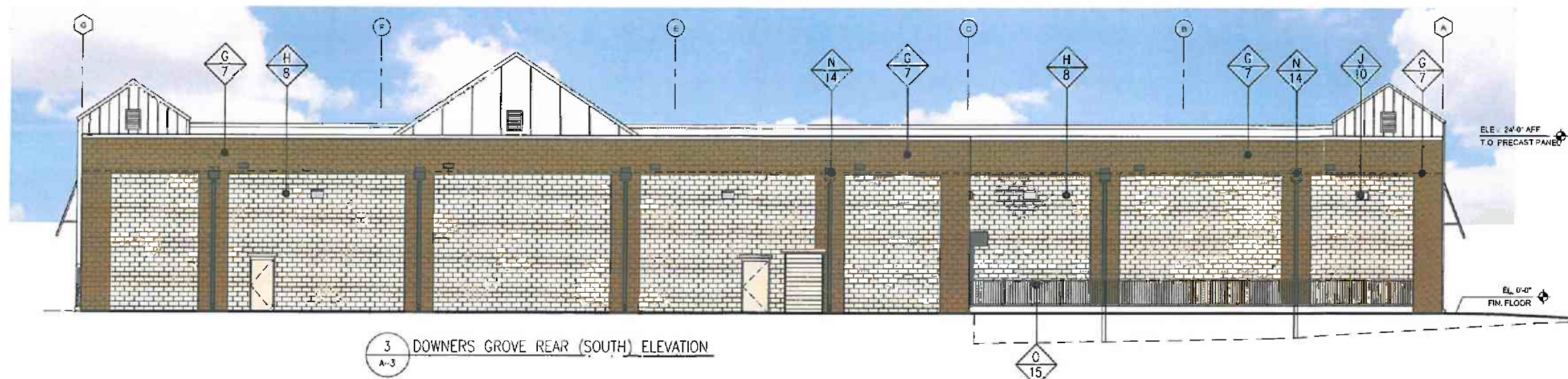
1 DOWNERS GROVE FRONT (NORTH) ELEVATION FACES OGDEN



2 DOWNERS GROVE LEFT (EAST) ELEVATION FACES FLORENCE

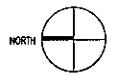
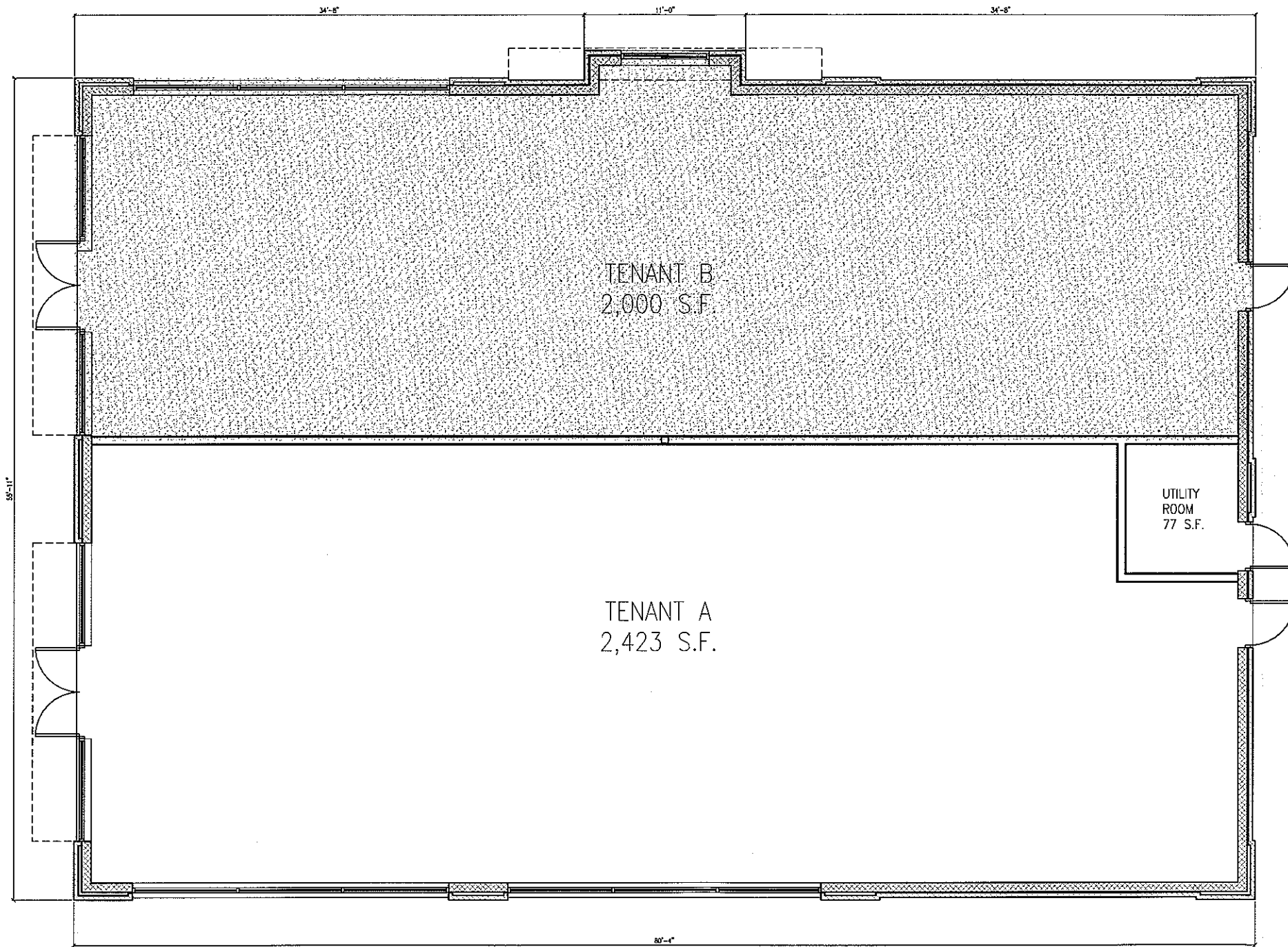
FINISH MATERIAL		FINISH COLOR	
A	PRE-FINISHED STANDING SEAM METAL RIBBED ROOF	1	BERRIDGE-CEE-LOCK ZINC-COTE
B	ALUMINUM & GLASS STOREFRONT SYSTEM	2	CLEAR ANODIZED
C	CERTAINTED CEDAR LAP SIDING 6" EXPOSURE	3	SHERWIN WILLIAMS 7684 CONCORD BUFF
D	STACKED STONE	4	NICHIHA KURASTONE DESERT
E	CERTAINTED VERTICAL SIDING WITH BATTONS	5	SHERWIN WILLIAMS 2839 ROYCROFT COPPER RED
F	CERTAINTED VERTICAL SIDING WITH BATTONS	6	SHERWIN WILLIAMS 7684 CONCORD BUFF
G	INSULATED PRECAST PANELS WITH IMPRINT	7	SHERWIN WILLIAMS 6116 LEATHER BOUND
H	INSULATED PRECAST PANELS WITH IMPRINT	8	SHERWIN WILLIAMS 7684 CONCORD BUFF
I	AUTOMATIC ENTRANCE SYSTEM	9	CLEAR ANODIZED
J	EXTERIOR LIGHT FIXTURE	10	COLOR AS SELECTED
K	CONCRETE CURB	11	NATURAL
L	SIMULATED BARN DOOR	12	SHERWIN WILLIAMS 6116 LEATHER BOUND
M	PREMANUFACTURED METAL CANOPY SYSTEM	13	SHERWIN WILLIAMS 2839 ROYCROFT COPPER RED
N	METAL ROOF DRAIN AND CONDUCTOR BOX	14	SHERWIN WILLIAMS 2816 ROCKWOOD DARK GREEN
O	METAL GUARD RAIL	15	SHERWIN WILLIAMS 7684 CONCORD BUFF





FINISH MATERIAL		FINISH COLOR	
A	PRE-FINISHED STANDING SEAM METAL RIBBED ROOF	1	BERRIDGE-CEE-LOCK ZINC-COTE
B	ALUMINUM & GLASS STOREFRONT SYSTEM	2	CLEAR ANODIZED
C	CERTAINTED CEDAR LAP SIDING 6" EXPOSURE	3	SHERWIN WILLIAMS 7684 CONCORD BUFF
D	STACKED STONE	4	NICHIHA KURASTONE DESERT
E	CERTAINTED VERTICAL SIDING WITH BATTONS	5	SHERWIN WILLIAMS 2839 ROYCROFT COPPER RED
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O	METAL GUARD RAIL	15	SHERWIN WILLIAMS 7684 CONCORD BUFF





GreenbergFarrow

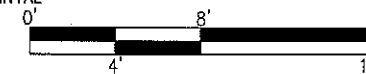
21 S. Evergreen Ave., Suite 200
Arlington Heights, Illinois 60005
t: 847 788 9200 f: 847 788 9536

shorewood
DEVELOPMENT GROUP

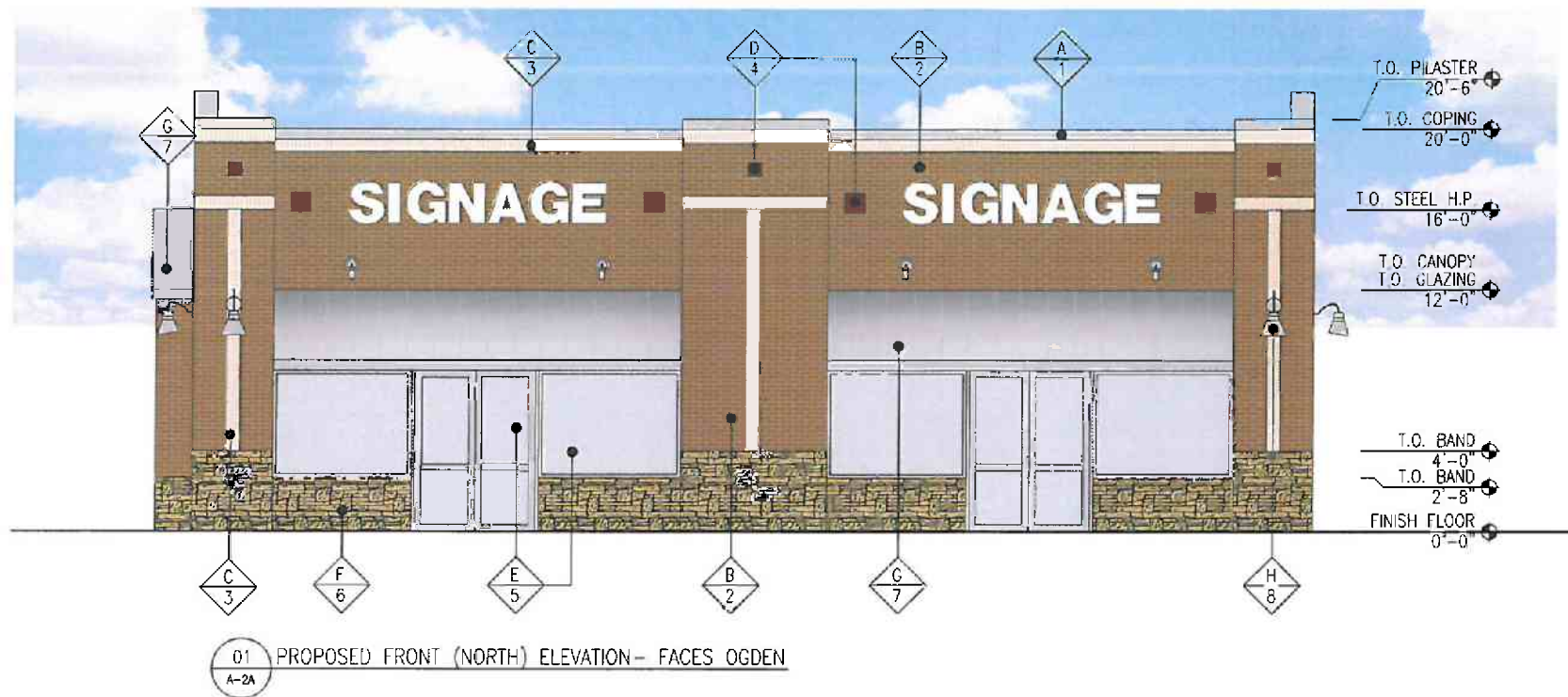
PROPOSED OUT BUILDING
DOWNERS GROVE, ILLINOIS
SHOREWOOD DEVELOPMENT GROUP
20130576.6

PROPOSED PLAN
VILLAGE RESUBMITTAL

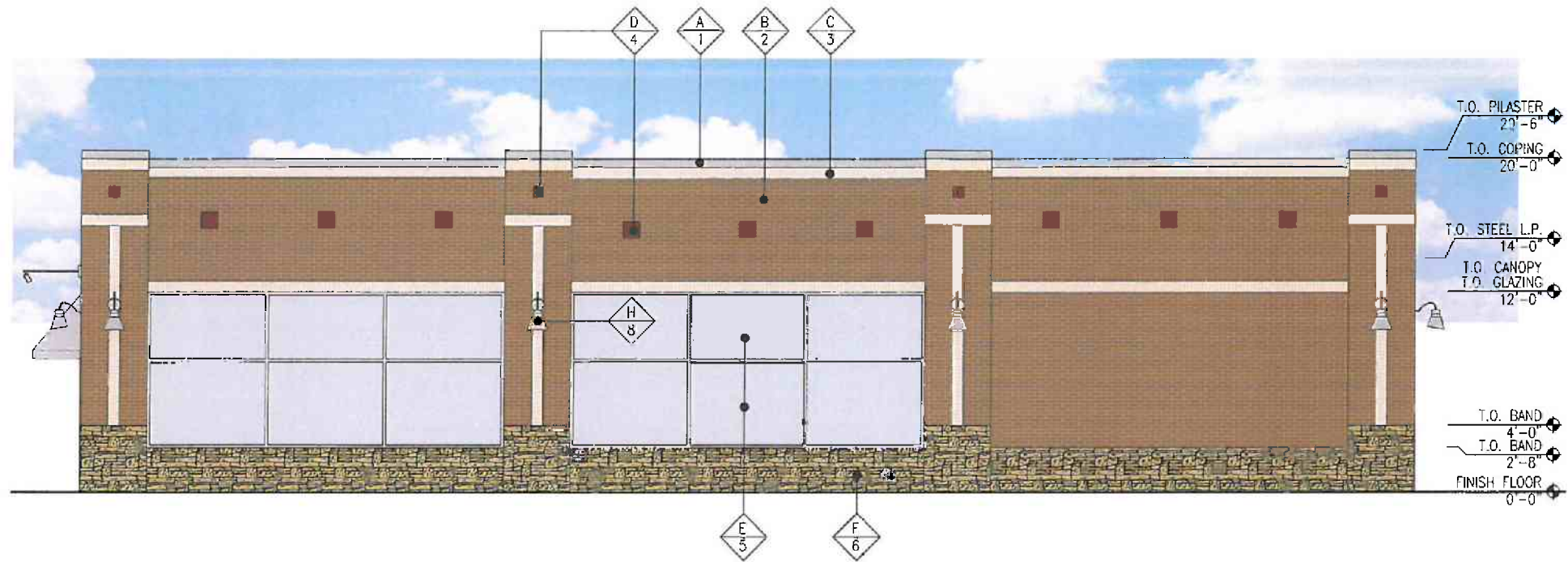
A-1A



21 FEBRUARY 2014



LEGEND		
FINISH MATERIAL		FINISH COLOR
A	ALUMINUM COPING	1 COLOR TO MATCH METAL ROOFING
B	BRICK	2 COLOR TO MATCH SHERWIN WILLIAMS 6116 LEATHER BOUND
C	BRICK	3 COLOR TO MATCH SHERWIN WILLIAMS 7684 CONCORD BUFF
D	ACCENT INLAY	4 COLOR TO MATCH SHERWIN WILLIAMS 2839 ROYCROFT COPPER RED
E	ALUMINUM AND GLASS STOREFRONT SYSTEM	5 CLEAR ANODIZED
F	STACKED STONE	6 NICHHA KURASTONE DESERT
G	PRE-FINISHED STANDING SEAM RIBBED METAL	7 BERRIDGE-CEE-LOCK ZINC-COTE
H	DECORATIVE LIGHT FIXTURE	8 COLOR AS SELECTED
I	METAL ROOF DRAIN AND CONDUCTOR BOX	9 COLOR TO MATCH SHERWIN WILLIAMS 2839 ROYCROFT COPPER RED



03 PROPOSED RIGHT SIDE (WEST) ELEVATION
A-3A



04 PROPOSED REAR (SOUTH) ELEVATION
A-3A

LEGEND			
FINISH MATERIAL		FINISH COLOR	
A	ALUMINUM COPING	1	COLOR TO MATCH METAL ROOFING
B	BRICK	2	COLOR TO MATCH SHERWIN WILLIAMS 6116 LEATHER BOUND
C	BRICK	3	COLOR TO MATCH SHERWIN WILLIAMS 7684 CONCORD BUFF
D	ACCENT INLAY	4	COLOR TO MATCH SHERWIN WILLIAMS 2839 ROYCROFT COPPER RED
E	ALUMINUM AND GLASS STOREFRONT SYSTEM	5	CLEAR ANODIZED
F	STACKED STONE	6	NICHIHA KURASTONE DESERT
G	PRE-FINISHED STANDING SEAM RIBBED METAL	7	BERRIDGE-CEE-LOCK ZINC-COTE
H	DECORATIVE LIGHT FIXTURE	8	COLOR AS SELECTED
I	METAL ROOF DRAIN AND CONDUCTOR BOX	9	COLOR TO MATCH SHERWIN WILLIAMS 2839 ROYCROFT COPPER RED

COLOR REFERENCE CHART



ILLUMINATED FRONT AND BACK
LIT CHANNEL LETTERS AND
LOGO ON BACKER.

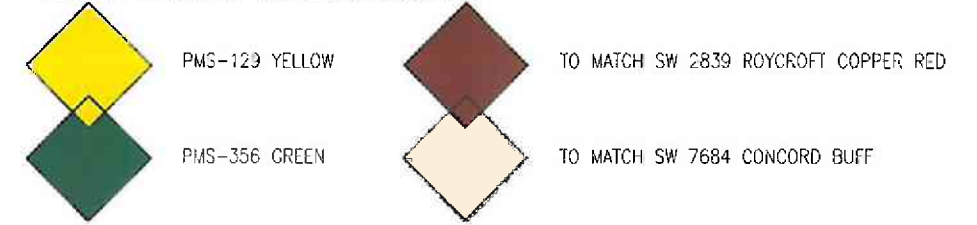
150 S.F. MAX



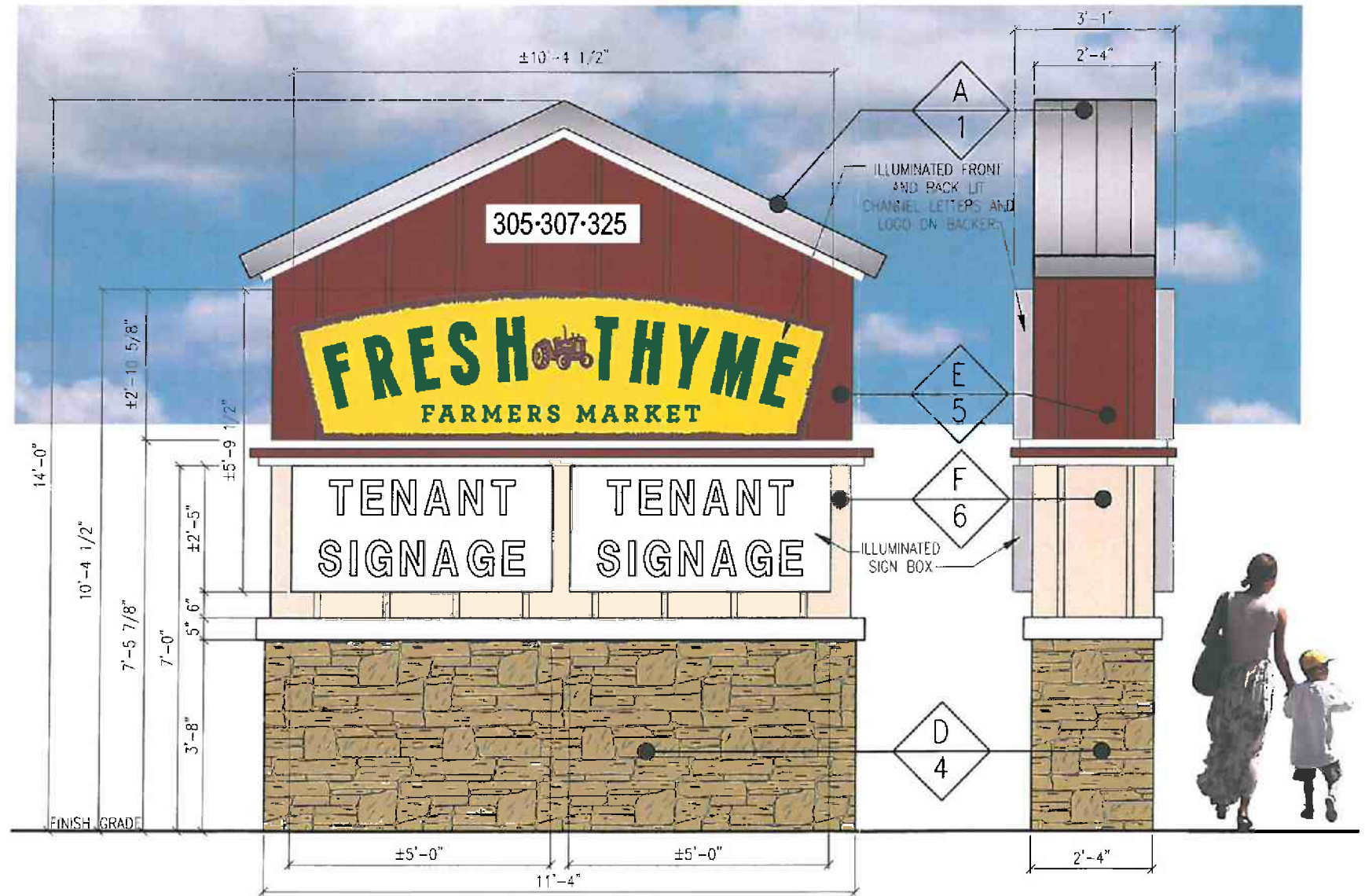
02 BUILDING SIGN FACING OGDEN
AND FACING FLORENCE
SE-1 SCALE: 1/4" = 1' 0"
TYPICAL FOR (2)

ILLUMINATED FRONT LIT/BACK LIT CHANNEL
LETTERS & LOGO/BACKER CL18-10B

COLOR REFERENCE CHART



TYPICAL- SEE A-2 FOR
MATERIAL LEGEND FOR
FINISHES AND COLORS.



FRONT AND REAR VIEWS

SIDE VIEW

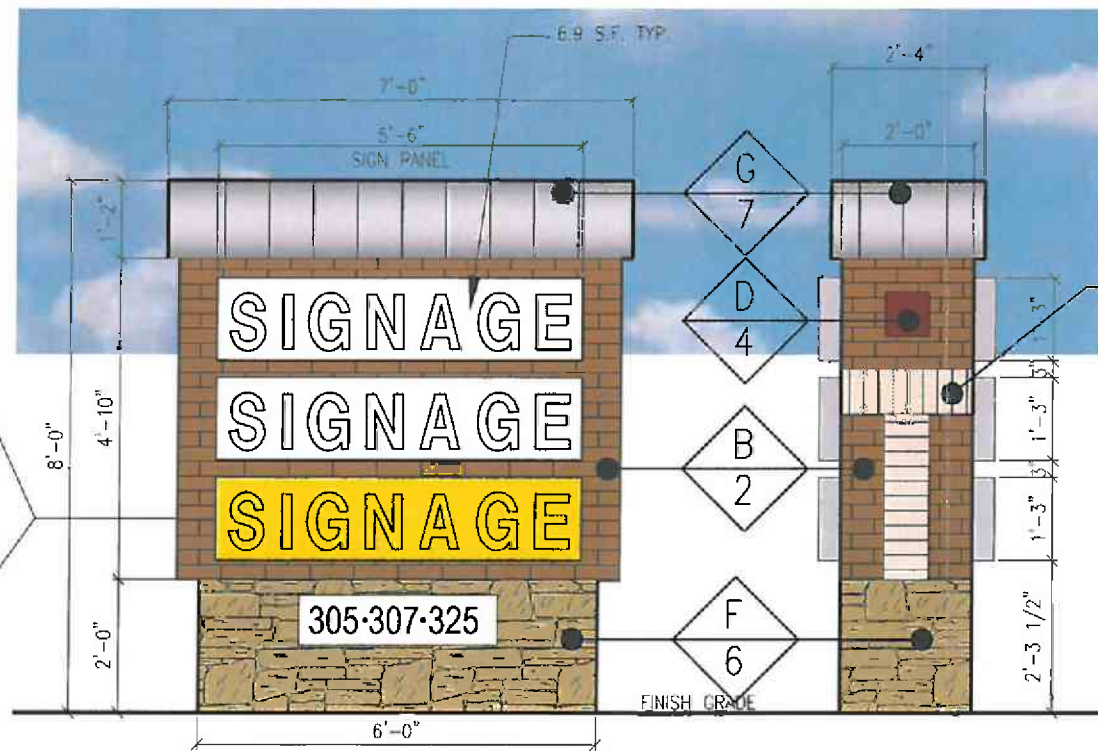
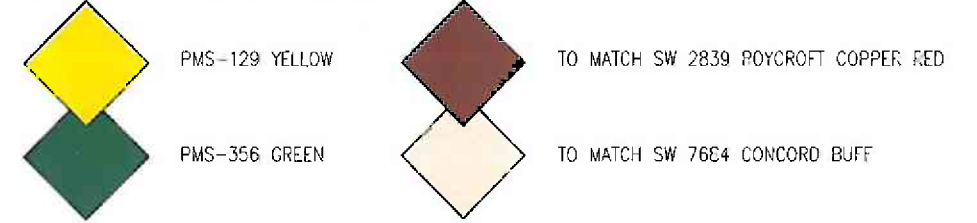
01 ILLUMINATED MONUMENT SIGN- TYP. FOR (2)
SE-1 SCALE: 3/8" = 1' 0"

COLOR REFERENCE CHART



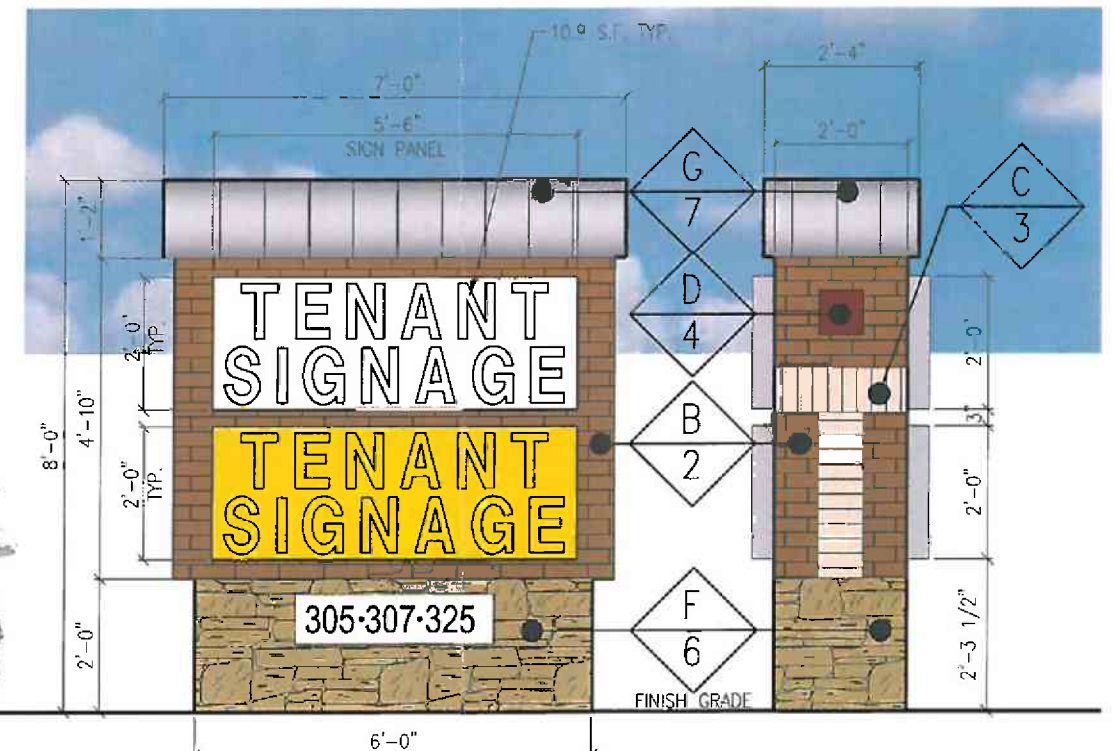
TYPICAL- SEE A-2A FOR MATERIAL LEGEND FOR FINISHES AND COLORS.

COLOR REFERENCE CHART



FRONT AND REAR VIEWS
(3) PANEL OPTION

SIDE VIEW



FRONT AND REAR VIEWS
(2) PANEL OPTION

SIDE VIEW

02 FTFM SIGN PANEL OPTIONS
SE-2 SCALE: N.T.S.

01 ILLUMINATED MONUMENT SIGN- TYP. FOR (1)
SE-2 SCALE: 3/8" = 1' 0"

GENERAL SITE NOTES:

- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SAFE AND ADEQUATE WORKING CONDITIONS THROUGHOUT THE DURATION OF CONSTRUCTION OF THE PROPOSED SITE IMPROVEMENTS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL SITE SETBACKS, EASEMENTS AND DIMENSIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL CONSTRUCTION MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE LATEST STATE AND LOCAL GOVERNMENT CONSTRUCTION STANDARDS AND SPECIFICATIONS.
- ALL HANDICAP ACCESSIBLE SITE IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL CODES AND REQUIREMENTS.
- IF DURING THE COURSE OF CONSTRUCTION THE CONTRACTOR FINDS ANY DISCREPANCIES OR CONFLICTS BETWEEN THE PROPOSED SITE IMPROVEMENTS INDICATED ON THE PLANS AND THE PHYSICAL CONDITIONS OF THE SITE, OR ANY ERRORS OR OMISSIONS WITHIN THE PLANS OR IN THE SITE LAYOUT AS PROVIDED BY THE ENGINEER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE ENGINEER. UNTIL AUTHORIZED TO PROCEED, ANY WORK PERFORMED BY THE CONTRACTOR AFTER SUCH A DISCOVERY WILL BE AT THE CONTRACTOR'S SOLE RISK AND EXPENSE.
- CONTRACTOR SHALL COORDINATE ALL SITE IMPROVEMENTS WITH ARCHITECTURAL PLANS. ARCHITECTURAL PLANS SHALL BE USED FOR BUILDING STAKEOUT.
- CONTRACTOR SHALL COORDINATE ALL LANDSCAPE IMPROVEMENTS, INCLUDING NEW PLANTINGS AND TURF AREA RESTORATION REQUIREMENTS, WITH LANDSCAPE PLANS.
- CONSTRUCTION SURVEY AND STAKEOUT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL DIMENSIONS SHOWN ARE MEASURED FROM FACE OF CURB TO FACE OF CURB OR EDGE OF PAVEMENT TO EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
- ALL CURB RADI ARE MEASURED AT 3' AT THE FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL NEW ASPHALT AND/OR CONCRETE PAVING SHALL MATCH EXISTING PAVEMENTS FLUSH.
- CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS OUTSIDE OF CONSTRUCTION LIMITS TO ORIGINAL CONDITION OR BETTER.
- CONTRACTOR SHALL REPAIR AT HIS EXPENSE ANY DAMAGE TO EXISTING ASPHALT, CONCRETE, CURBS, SIDEWALKS, ETC. RESULTING FROM CONSTRUCTION TRAFFIC AND/OR OPERATIONS. REPAIRS SHALL BE MADE TO THE SATISFACTION OF THE OWNER AND/OR ENGINEER.
- ALL FIRE ACCESS LANES WITHIN THE PROJECT AREA SHALL REMAIN IN SERVICE, CLEAN OF DEBRIS, AND ACCESSIBLE FOR USE BY EMERGENCY VEHICLES.
- ALL DETECTIBLE WARNING PLATES SHALL BE PERFORMED PLASTIC INSERTS UNLESS OTHERWISE NOTED.
- ALL EXISTING TREES SHOWN ARE TO REMAIN UNLESS OTHERWISE NOTED.
- STANDARD/HEAVY DUTY PAVEMENT AND CONCRETE SECTIONS SHALL FOLLOW THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT AND MEET CITY MINIMUM STANDARDS.
- SEE GENERAL NOTES SHEET FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

SITE DATA TABLE

OVERALL SITE AREA:	±3.09 ACRES / ±134,707 SF
EXISTING IMPERVIOUS AREA:	±2.26 ACRES / ±98,435 SF (73.1%)
EXISTING PERVIOUS AREA (LANDSCAPE):	±0.83 ACRES / ±36,273 SF (26.9%)
PROPOSED IMPERVIOUS AREA:	±2.63 ACRES / ±114,480 SF (85.0%)
PROPOSED PERVIOUS AREA (LANDSCAPE):	±0.46 ACRES / ±20,228 SF (15.0%)

FAR (FLOOR AREA RATIO)
 FAR = FLOOR AREA OF BUILDINGS DIVIDED BY THE NET SITE AREA
 B-3 ZONING: MAX. FLOOR AREA RATIO OF BUILDINGS SHALL NOT EXCEED 0.75
 FAR (LOT 1): 29,055 SF/108,103 SF = 0.27
 FAR (LOT 2): 4,500 SF/26,605 SF = 0.17
 FAR (TOTAL): 0.44

LOT 1 (FRESH THYME)	±2.48 ACRES / ±108,102 SF
SITE AREA:	±2.13 ACRES / ±92,681 SF
PROPOSED IMPERVIOUS AREA:	±0.35 ACRES / ±15,422 SF

EXISTING ZONING: B-3 GENERAL SERVICE AND HIGHWAY BUSINESS PUD PLANNED UNIT DEVELOPMENT
 PROPOSED ZONING: B-3 GENERAL SERVICE AND HIGHWAY BUSINESS PUD PLANNED UNIT DEVELOPMENT

PROPOSED USE:	GROCERY
TOTAL BUILDING SQUARE FOOTAGE:	29,055 SF

LOT 1 PARKING REQUIRED:	LOT 1 PARKING PROVIDED:
FRESH THYME 29,055 SF (NOTE 2)	120 SPACES
17,613 GFA/1,000 X 6 ≈ 105.7 = 106	

LOT 2 (RETAIL A & RESTAURANT B)	±0.61 ACRES / ±26,605 SF
SITE AREA:	±0.50 ACRES / ±21,800 SF
PROPOSED IMPERVIOUS AREA:	±0.11 ACRES / ±4,805 SF

EXISTING ZONING: B-3 GENERAL SERVICE AND HIGHWAY BUSINESS PUD PLANNED UNIT DEVELOPMENT
 PROPOSED ZONING: B-3 GENERAL SERVICE AND HIGHWAY BUSINESS PUD PLANNED UNIT DEVELOPMENT

PROPOSED USE:	RETAIL/RESTAURANT
TOTAL BUILDING SQUARE FOOTAGE:	4,500 SF

LOT 2 PARKING REQUIRED:	LOT 2 PARKING PROVIDED:
RETAIL A 2,500 SF (NOTE 4)	22 SPACES
2,125 GFA/1,000 X 3.5 ≈ 7.4 = 8	
RESTAURANT B 2,000 SF (NOTE 3)	
1,700 GFA/1,000 X 16 ≈ 27.2 = 28	

TOTAL PARKING REQUIRED:	106 (LOT 1) + 36 (LOT 2) = 142
TOTAL PARKING PROVIDED:	116 (LOT 1) + 21 (LOT 2) = 137
SITE SPACES:	4 (LOT 1) + 1 VAN (LOT 2) = 5
ADA SPACES*:	4
TOTAL SPACES:	142

* PER THE ILLINOIS ACCESSIBILITY CODE WHEN 101 TO 150 OFF STREET PARKING SPACES ARE PROVIDED A MINIMUM NUMBER OF 5 ACCESSIBLE SPACES ARE REQUIRED.

- LOT 1 AND LOT 2 WILL HAVE A SHARED PARKING AGREEMENT RECORDED.
- GROCERY STORE (OVER 20,000 SQUARE FEET): 6 SPACES PER 1,000 SF OF GFA.
- RESTAURANTS: 16 SPACES PER 1,000 SF OF GFA OR 1 PER 4 SEATS, WHICHEVER IS GREATER, ASSUMED 15% REDUCTION OF GROSS AREA.
- RETAIL: 3.5 SPACES PER 1,000 SF OF GFA, ASSUMED 15% REDUCTION OF GROSS AREA.
- FOR THE PURPOSE OF CALCULATING THE MINIMUM NUMBER OF PARKING SPACES, GROSS FLOOR AREA (GFA) IS THE SUM OF THE GROSS HORIZONTAL AREAS OF SEVERAL FLOORS OF A BUILDING OR PORTION THEREOF DEVOTED TO A USE REQUIRING OFF STREET PARKING OR LOADING. GFA SHALL NOT INCLUDE FLOOR SPACE DEVOTED PRIMARILY TO THE HOUSING OF MECHANICAL OR ELECTRICAL EQUIPMENT, ELEVATOR SHAFTS, STAIRWELLS, STORAGE (EXCEPT AS OTHERWISE NOTED HEREIN), COMMERCIAL KITCHEN AREAS, RAMPS, AISLES, AND MANEUVERING SPACE DEVOTED TO OFF-STREET PARKING OR LOADING FACILITIES, OR BASEMENT FLOOR SPACE UNLESS THE AREA IS DEVOTED TO MERCHANDISING ACTIVITIES, THE PRODUCTION OR PROCESSING OF GOODS, BUSINESS OR PROFESSIONAL OFFICES, OR DWELLING USES.

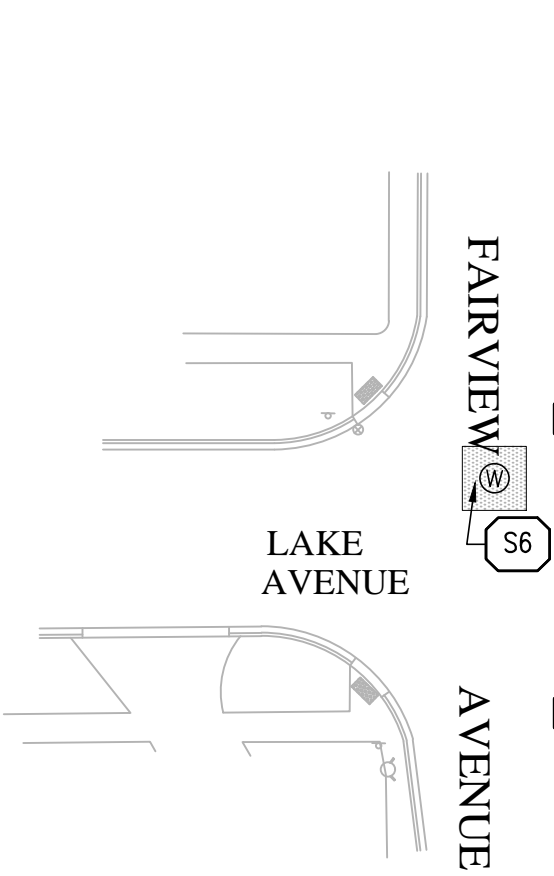
BUILDING SETBACKS:	
FRONT:	75' FROM C/L OGDEN AVENUE
SIDE:	NONE
REAR:	NONE

PROPOSED LEGEND:

- PROPERTY LINE
- PROPOSED DEPRESSED CURB
- PROPOSED CURB & GUTTER
- PROPOSED CURB & GUTTER (REVERSE PITCH)
- PROPOSED PARKING SPACES
- PROPOSED ACCESSIBLE PARKING SIGN
- PROPOSED MONUMENT SIGN
- PROPOSED WHEEL STOP
- PROPOSED CART CORRAL
- PROPOSED LIGHT POLE
- PROPOSED GREASE TRAP
- PROPOSED STORM INLET
- PROPOSED STORM MANHOLE
- PROPOSED TRANSFORMER
- PROPOSED SPEED BUMP

EXISTING LEGEND:

- FOUND 7/8" O.D.P. UNLESS OTHERWISE NOTED (FIELD LOCATION) (CONTROL POINT)
- CONCRETE MONUMENT
- CROSS IN CONCRETE MANHOLE
- STORM STRUCTURE
- SANITARY MANHOLE VALVE VAULT
- FIRE HYDRANT
- FLARED END SECTION UTILITY POLE
- OVERHEAD TRAFFIC SIGNAL GUY POLE
- OVERHEAD TRAFFIC SIGNAL
- TRAFFIC SIGNAL MANHOLE
- OVERHEAD WIRES
- GAS METER
- ELECTRIC METER
- TRANSFORMER PAD
- TELEPHONE PEDESTAL
- ELECTRIC PEDESTAL
- TELEPHONE MANHOLE
- CABLE TELEVISION PEDESTAL
- ELECTRIC MANHOLE
- VALVE BOX
- B/BOX
- BOLLARD POLE SIGN
- LIGHT POLE
- MAILBOX
- METAL GALLARD
- GAS MARKER
- ELECTRIC MARKER
- TELEPHONE MARKER
- WATER MARKER
- GAS VALVE
- SANITARY SEWER
- STORM SEWER
- WATER MAIN
- GAS MAIN
- ELECTRIC LINE
- TELEPHONE LINE
- CONFEDERUS TREE W/APPROX. DIAMETER
- DECIDUOUS TREE W/APPROX. DIAMETER
- MISHALMS-STEM (COLOR LINE SHOWS IS APPROXIMATE)
- ELEVATION
- BITUMINOUS PAVEMENT
- CONCRETE PEDESTAL
- GRAVEL SURFACE
- LANDSCAPE AREA
- STONE SURFACE
- DETECTABLE TACTILE WARNING SURFACE
- WOOD FENCE
- CHAIN LINK FENCE
- METAL GALLARD
- GAS MARKER
- ELECTRIC MARKER
- SIGNAL

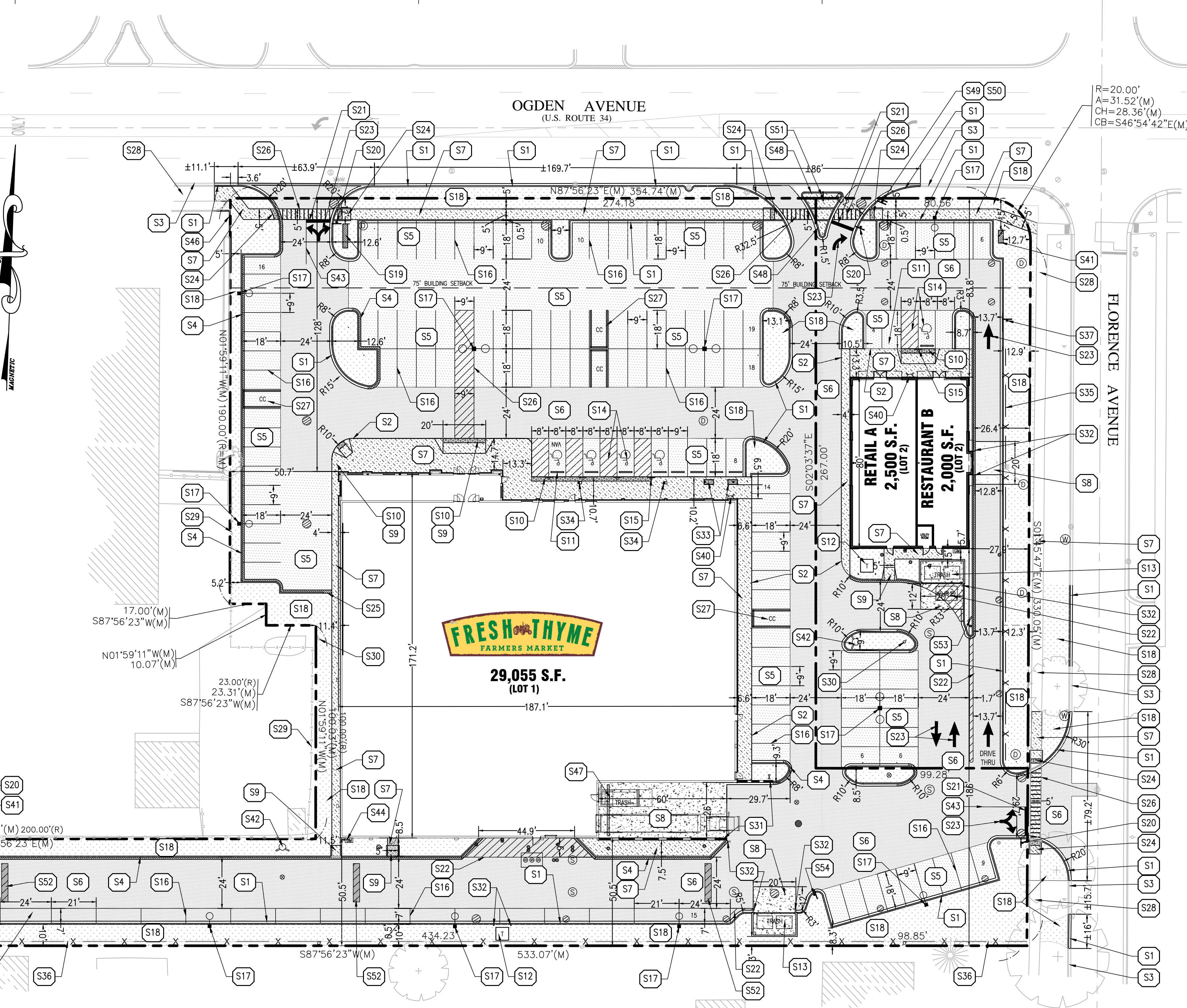


PAVEMENT SECTION DETAILS

- S5** PROPOSED STANDARD DUTY BITUMINOUS PAVEMENT*
 - 1.5" ASPHALTIC CONCRETE SURFACE COURSE
 - 2.25" ASPHALTIC CONCRETE BINDER COURSE
 - 8.0" CRUSHED STONE AGGREGATE BASE
- S6** PROPOSED HEAVY DUTY BITUMINOUS PAVEMENT*
 - 2.0" ASPHALTIC CONCRETE SURFACE COURSE
 - 2.25" ASPHALTIC CONCRETE BINDER COURSE
 - 10.0" CRUSHED STONE AGGREGATE BASE
- S7** PROPOSED 5.0" CONCRETE SIDEWALK AND INTEGRAL CURB WITH 4.0" GRAVEL BASE
- S8** PROPOSED HEAVY DUTY CONCRETE PAVEMENT*
 - 7.0" PORTLAND CEMENT CONCRETE
 - 4.0" CRUSHED STONE AGGREGATE BASE
- S18** PROPOSED LANDSCAPE AREA

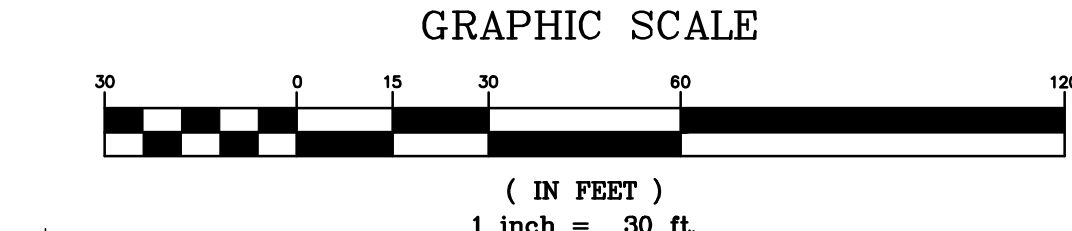
*REFER TO GEOTECHNICAL REPORT PREPARED BY TERRACON CONSULTANTS, INC., PROJECT NO. 11135091 DATED SEPTEMBER 26, 2013.

**PRELIMINARY PLANS
(NOT FOR CONSTRUCTION)**



SITE KEY NOTES

- S1 PROPOSED B6.12 CONCRETE CURB & GUTTER (TYP.)
- S2 PROPOSED MONOLITHIC CONCRETE CURB & SIDEWALK (TYP.)
- S3 EXISTING CURB & GUTTER TO REMAIN (TYP.)
- S4 PROPOSED REVERSED PITCH CURB & GUTTER (TYP.)
- S5 PROPOSED STANDARD DUTY BITUMINOUS PAVEMENT. SEE PAVEMENT SECTION DETAILS.
- S6 PROPOSED HEAVY DUTY BITUMINOUS PAVEMENT. SEE PAVEMENT SECTION DETAILS.
- S7 PROPOSED 5.0" CONCRETE SIDEWALK WITH 4.0" AGGREGATE BASE COURSE. (TYP.)
- S8 PROPOSED HEAVY DUTY CONCRETE PAVEMENT. SEE PAVEMENT DETAILS.
- S9 PROPOSED SIDEWALK RAMP @ 8.33% MAXIMUM SLOPE (TYP. PER ADA AND LOCAL REQUIREMENTS)
- S10 PROPOSED DETECTABLE WARNINGS PER ADA REQUIREMENTS.
- S11 PROPOSED CONCRETE WHEEL STOPS (TYP.)
- S12 PROPOSED TRANSFORMER PAD WITH BOLLARDS. CONTRACTOR SHALL COORDINATE WITH ELECTRIC COMPANY TO INSTALL TRANSFORMER PAD PER ELECTRIC COMPANY'S SPECIFICATION AND VERIFY LOCATION.
- S13 PROPOSED DUMPSTER ENCLOSURE (SEE ARCHITECTURAL PLANS)
- S14 PROPOSED ADA ACCESSIBLE PARKING SPACE STRIPING & SYMBOL (TYP. PER ADA AND LOCAL REQUIREMENTS)
- S15 PROPOSED ACCESSIBLE PARKING SIGN (TYP. PER ADA AND LOCAL REQUIREMENTS)
- S16 PROPOSED 4" PARKING STALL STRIPING PER LOCAL CODES. (TYP.)
- S17 PROPOSED LIGHT POLE (TYP.) SEE PHOTOMETRIC PLAN FOR ADDITIONAL INFORMATION.
- S18 PROPOSED LANDSCAPE AREA (TYP.). SEE LANDSCAPE PLAN FOR DETAIL.
- S19 PROPOSED 14' HIGH MONUMENT SIGN (SEE ARCHITECTURAL PLANS)
- S20 PROPOSED STOP SIGN. (TYP. PER LOCAL CODES)
- S21 PROPOSED WHITE STOP BAR. (TYP. PER LOCAL CODES)
- S22 PROPOSED STRIPED AREA (TYP. PER LOCAL CODES).
- S23 PROPOSED DIRECTIONAL TRAFFIC ARROWS. (TYP. PER LOCAL CODES).
- S24 PROPOSED SIDEWALK RAMP @ 8.33% MAX SLOPE (TYP. PER IDOT REQUIREMENTS) WITH DETECTABLE WARNING DOMES.
- S25 PROPOSED 4' WIDE CURB OPENING FOR DRAINAGE.
- S26 PROPOSED STRIPED CROSSWALK (TYP. PER LOCAL CODES)
- S27 PROPOSED CART CORRAL
- S28 EXISTING CONCRETE SIDEWALK TO REMAIN
- S29 EXISTING FENCE TO REMAIN
- S30 EXISTING UTILITY POLE TO REMAIN AND TO BE PROTECTED
- S31 PROPOSED RETAINING WALL WITH HANDRAIL (SEE ARCHITECTURAL PLANS)
- S32 PROPOSED BOLLARD (TYP.)
- S33 PROPOSED PIERS FOR CANOPY (SEE ARCHITECTURAL PLANS)
- S34 PROPOSED COLUMNS FOR CANOPY (SEE ARCHITECTURAL PLANS)
- S35 PROPOSED 4' HIGH ORNAMENTAL FENCE (SEE L2.0 FOR DETAIL)
- S36 PROPOSED 6' HIGH BOARD ON BOARD FENCE (SEE L2.0 FOR DETAIL)
- S37 PROPOSED "DO NOT ENTER" SIGN
- S40 PROPOSED FIRE DEPARTMENT CONNECTION WITH 5" STORZ. PER LOCAL CODES.
- S41 PROPOSED 8' HIGH MONUMENT SIGN (SEE ARCHITECTURAL PLANS)
- S42 PROPOSED FIRE HYDRANT WITH AUXILIARY VALVE (TYP.)
- S43 PROPOSED 4" YELLOW SINGLE STRIP LINE (TYP. PER LOCAL CODES).
- S44 PROPOSED GAS METER
- S46 PROPOSED 6" BARRIER CURB
- S47 PROPOSED COMPACTOR
- S48 PROPOSED M4.18 MOUNTABLE CURB
- S49 PROPOSED DO NOT ENTER SIGN (IDOT STANDARD R5-1)
- S50 PROPOSED RIGHT TURN ONLY SIGN (IDOT STANDARD R3-5)
- S51 PROPOSED NO LEFT TURN SIGN (IDOT STANDARD R3-2)
- S52 PROPOSED SPEED BUMP WITH STRIPING PER LOCAL CODE
- S53 PROPOSED MENU BOARD
- S54 PROPOSED NO THRU TRAFFIC SIGN



FLOOD NOTE:

THE SUBJECT PARCEL LIES WITHIN "ZONE X" - AREAS OF MINIMAL FLOODING. SOURCE: NFIP (NATIONAL FLOOD INSURANCE PROGRAM) FIRM (FLOOD INSURANCE RATE MAP) MAP NUMBER 170430092H, EFFECTIVE DECEMBER 16, 2004.

PROJECT TEAM

DATE	DESCRIPTION
1-31-14	PLAN COMMISSION SUBMITTAL
2-21-14	PLAN COMMISSION RE-SUBMITTAL

ISSUE/REVISION RECORD

DATE	DESCRIPTION
1-31-14	PLAN COMMISSION SUBMITTAL
2-21-14	PLAN COMMISSION RE-SUBMITTAL

PROFESSIONAL SEAL

PROFESSIONAL IN CHARGE
KERI WILLIAMS, PE
 PROFESSIONAL ENGINEER
 62065573 062-058662

PROJECT MANAGER
 LARRY DIEHL

QUALITY CONTROL
 JEFF RATH

DRAWN BY
 ERIC CARRANZA

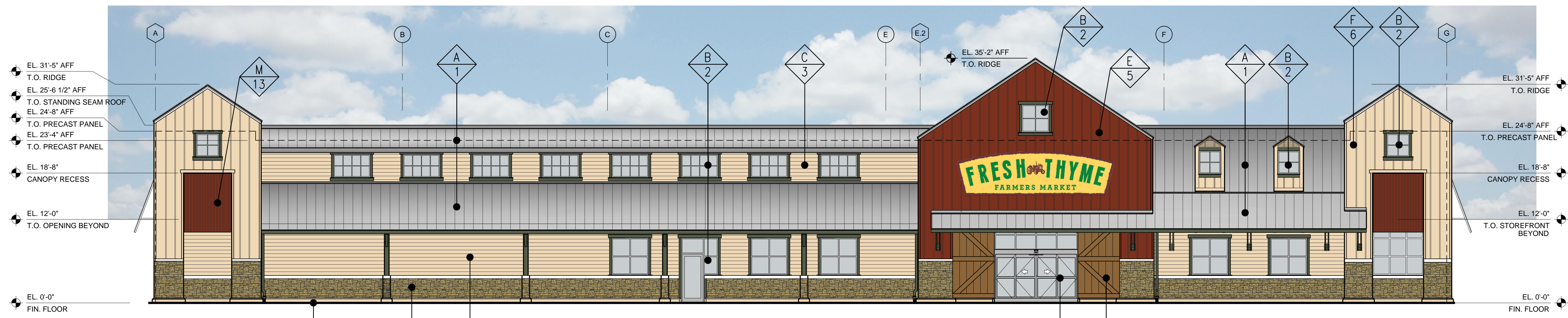
PROJECT NAME
 shoredood DEVELOPMENT GROUP

DOWNERS GROVE, ILLINOIS (SWC) OGDEN AVE & FLORENCE AVE

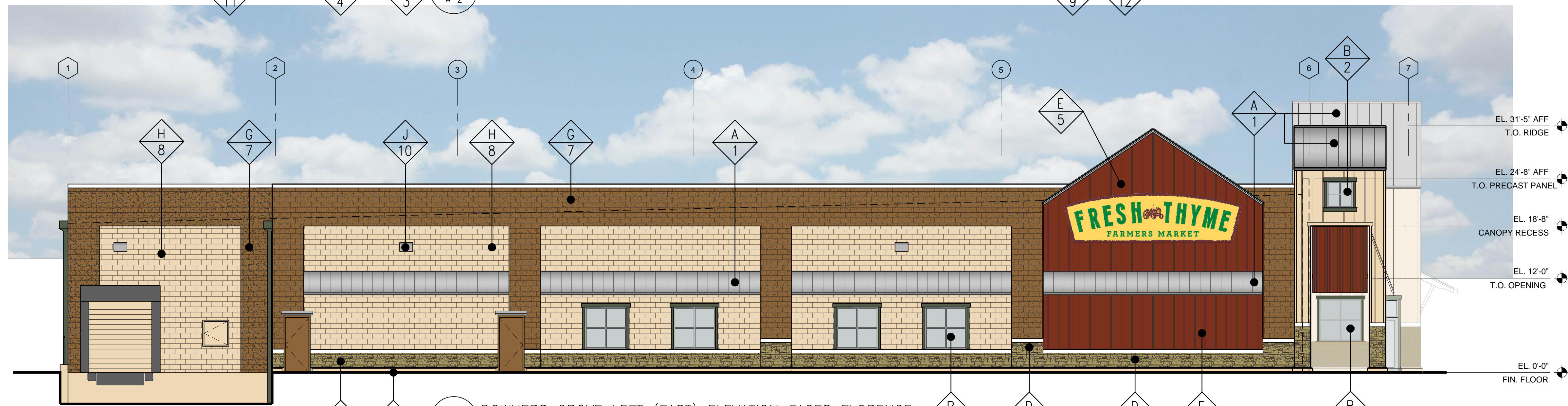
PROJECT NUMBER
 20130576.0

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
C3.0

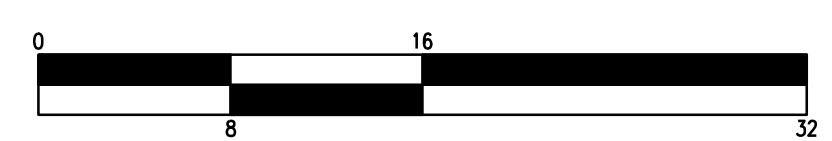


1 DOWNERS GROVE FRONT (NORTH) ELEVATION FACES OGDEN



2 DOWNERS GROVE LEFT (EAST) ELEVATION FACES FLORENCE

FINISH MATERIAL		FINISH COLOR	
A	PRE-FINISHED STANDING SEAM METAL RIBBED ROOF	1	BERRIDGE-CEE-LOCK ZINC-COTE
B	ALUMINUM & GLASS STOREFRONT SYSTEM	2	CLEAR ANODIZED
C	CERTAINTEED CEDAR LAP SIDING 6" EXPOSURE	3	SHERWIN WILLIAMS 7684 CONCORD BUFF
D	STACKED STONE	4	NICHIHA KURASTONE DESERT
E	CERTAINTEED VERTICAL SIDING WITH BATTONS	5	SHERWIN WILLIAMS 2839 ROYCROFT COPPER RED
F	CERTAINTEED VERTICAL SIDING WITH BATTONS	6	SHERWIN WILLIAMS 7684 CONCORD BUFF
G	INSULATED PRECAST PANELS WITH IMPRINT	7	SHERWIN WILLIAMS 6116 LEATHER BOUND
H	INSULATED PRECAST PANELS WITH IMPRINT	8	SHERWIN WILLIAMS 7684 CONCORD BUFF
I	AUTOMATIC ENTRANCE SYSTEM	9	CLEAR ANODIZED
J	EXTERIOR LIGHT FIXTURE	10	COLOR AS SELECTED
K	CONCRETE CURB	11	NATURAL
L	SIMULATED BARN DOOR	12	SHERWIN WILLIAMS 6116 LEATHER BOUND
M	PREMANUFACTURED METAL CANOPY SYSTEM	13	SHERWIN WILLIAMS 2839 ROYCROFT COPPER RED
N	METAL ROOF DRAIN AND CONDUCTOR BOX	14	SHERWIN WILLIAMS 2816 ROCKWOOD DARK GREEN
O	METAL GUARD RAIL	15	SHERWIN WILLIAMS 7684 CONCORD BUFF



MEMORANDUM TO: Dan Angspatt, PE
Shorewood Development Corp.

FROM: Javier Millan
Senior Consultant

Luay R. Aboona, PE
Principal

DATE: March 19, 2014

SUBJECT: Traffic Evaluation Summary
Proposed Fresh Thyme Farmers Market
Downers Grove, Illinois

This memorandum summarizes the results of a traffic evaluation summary prepared by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) regarding the proposed Fresh Thyme Farmers Market development to be located in the southwest quadrant of the intersection of Ogden Avenue (U.S. Route 34) and Florence Avenue in Downers Grove, Illinois. The plans call for developing the approximate three-acre site with the following land uses:

- 29,055 square foot grocery store (Fresh Thyme Farmers Market)
- 2,500 square feet of retail
- 2,000 square foot fast food casual restaurant with a drive-through lane

Access to the proposed development will be provided on Ogden Avenue, Florence Avenue and Fairview Avenue.

The purpose of this memorandum is to address the following:

- The number of trips generated
- Assign site traffic to the proposed access drives
- Review on-site circulation and drive-through usage/stacking requirements

Existing Conditions

As indicated earlier, the proposed development is located in the southwest quadrant of the intersection of Ogden Avenue and Florence Avenue. The site (please see **Figure 1**) is currently vacant and provides multiple full ingress/egress curb cuts (approximately five) on Ogden Avenue. The land use surrounding the site is single-family residential to the south and retail to the north, east and west. The A-Len Automotive Service is located immediately west of the site. The Perillo Pre-Owned Dealer is located on the north side of Ogden Avenue. An Auto Zone and L.A. Tan are located east of the site.

Site Accessibility

The roadways adjacent to the site are illustrated in Figure 1 and are described below.

Ogden Avenue (U.S. Route 34) is an east-west arterial that provides two lanes in each direction separated by a center two-way left-turn lane with a posted speed limit of 35 mph. No exclusive right-turn lanes are provided on either approach at its intersection with Florence Avenue. Ogden Avenue is under traffic signal control at its intersection with Fairview Avenue. Ogden Avenue is under the jurisdiction of the Illinois Department of Transportation and carries an average daily traffic (ADT) of 38,100 vehicles east of Fairview Avenue and 35,800 west of Fairview Avenue.

Florence Avenue is a north-south two-lane local road that extends from Otis Avenue north to its terminus approximately 580 feet north of Ogden Avenue. At its unsignalized intersection with Ogden Avenue, Florence Avenue is under stop sign control. On-street parking is not allowed on the west side of the street. Florence Avenue has a posted speed limit of 25 mph, carries an ADT of 600 vehicles and is under the jurisdiction of the Village of Downers Grove.

Fairview Avenue is a north-south major collector that provides two lanes in each direction separated by a center two-way left-turn in the vicinity of the site. The roadway has a posted speed limit of 35 mph. Fairview Avenue north of Ogden Avenue is under the jurisdiction of the DuPage County Division of Transportation and under the jurisdiction of the Village of Downers Grove south of Ogden Avenue. Fairview Avenue carries an ADT 16,400 vehicles north of Ogden Avenue and 14,000 vehicles south of Ogden Avenue.

Existing Traffic Volumes

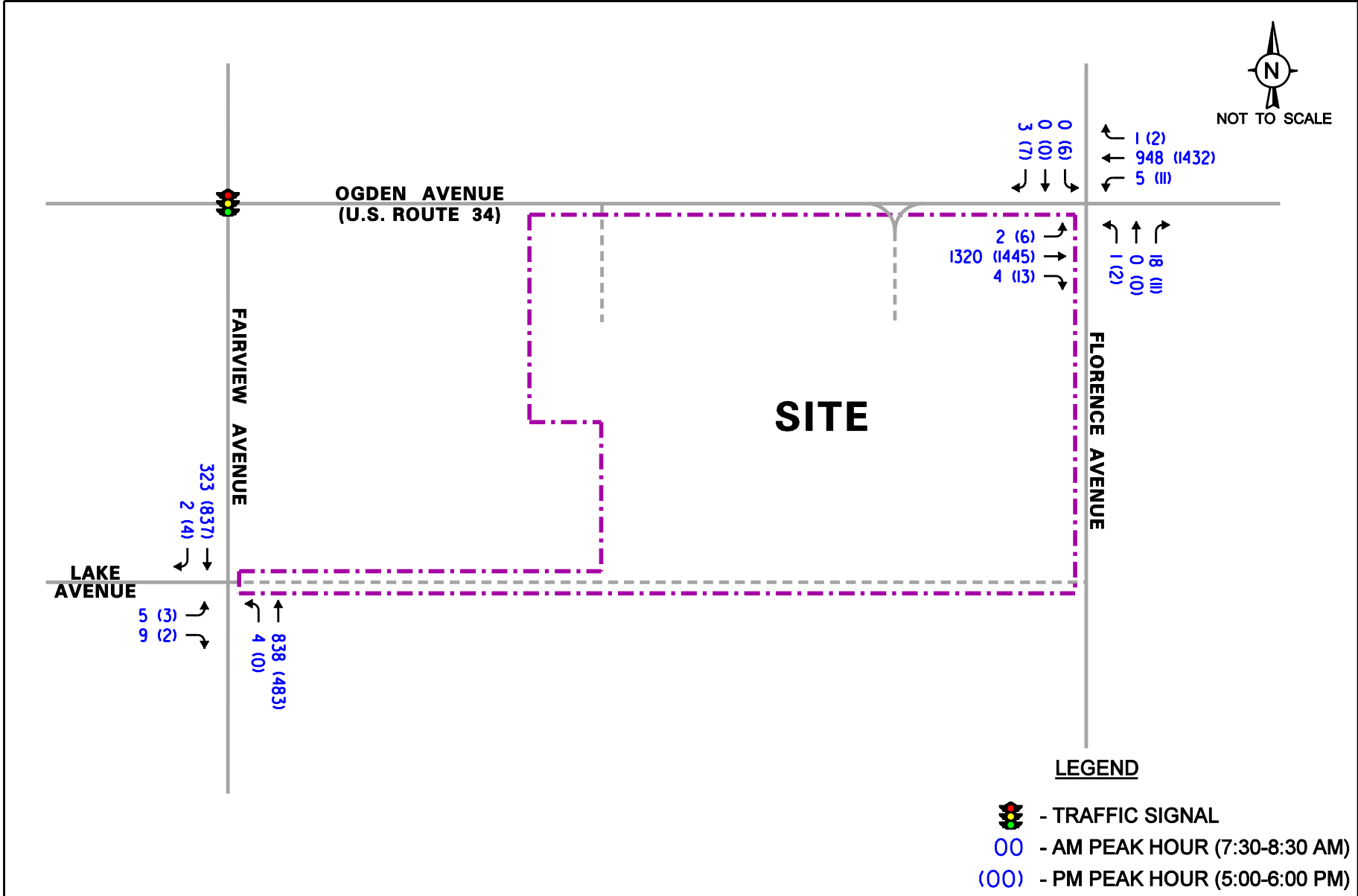
In order to determine current traffic conditions in the vicinity of the site, KLOA, Inc. conducted peak period traffic counts at the intersections of Ogden Avenue with Florence Avenue and Fairview Avenue with Lake Avenue.

The traffic counts were conducted on Tuesday, March 11, 2014 during the morning (7:00 to 9:00 A.M.) and evening (4:00 to 6:00 P.M.) peak periods. The results of the traffic counts showed that the weekday morning peak hour of traffic occurs from 7:30 to 8:30 A.M. and the evening peak hour of traffic occurs from 5:00 to 6:00 P.M. **Figure 2** illustrates the existing peak hour traffic volumes.



Aerial View of Site

Figure 1



PROJECT:
**Proposed Fresh Thyme
 Farmers Market
 Downers Grove, Illinois**

TITLE:
Existing Traffic Volumes

KLOA
 Job No: 14-051
 Figure: 2

Proposed Development Plans

The plans call for developing the approximate three-acre vacant site with the following land uses:

- 29,055 square foot grocery store (Fresh Thyme Farmers Market)
- 2,500 square feet of retail
- 2,000 square foot fast food casual restaurant with a drive-through lane

Access to the proposed development will be provided on Ogden Avenue, Florence Avenue and Fairview Avenue (opposite Lake Avenue). The site reduce the number of curb cuts on Ogden Avenue from five full ingress/egress access drives to one full ingress/egress access drive and one right-in/right-out access drive. This reduction in the number of access drive will have a positive impact on traffic conditions along Ogden Avenue by reducing the number of curb cuts and conflict points within close proximity. It should be noted that IDOT has reviewed the concept plan and has conceptually agreed to the type and location of access drives on Ogden Avenue.

The drive-through lane for the proposed fast food casual restaurant will be located on the east side of the building with vehicles entering from the south and exiting internally to the north.

On-Site Truck Circulation

Based on a review of the site plan, a double berth loading dock will be located at the southeast corner of the Fresh Thyme Farmers Market. Trucks will enter from the west via the proposed service drive intersection with Fairview Avenue and backup into the loading docks. Once trucks have finished unloading, the primary exit route will be via the right-in/right-out access drive with the secondary route via Florence Avenue and driving north towards Ogden Avenue. It is recommended that a sign for outbound traffic at the access drive intersection with Florence Avenue be posted prohibiting truck traffic from turning right. In addition, stop signs for outbound traffic should be provided at each access drive. Below is a summary of the anticipated truck patterns.

- The majority of the deliveries will occur Monday through Friday with some light deliveries occurring on Saturdays
- No deliveries will occur on Sundays
- The frequency of the deliveries is as follows:
 - Medium size box truck - five times per day
 - Large 53 foot trailer - one to two times per day occurring in the early morning and/or mid-afternoon
 - Smaller trucks – three to five times per week between 6:00 A.M. and 2:00 P.M.
- Delivery routes to the location will be conveyed to the vendor by Fresh Thyme Farmers Market

Directional Distribution of Site Traffic

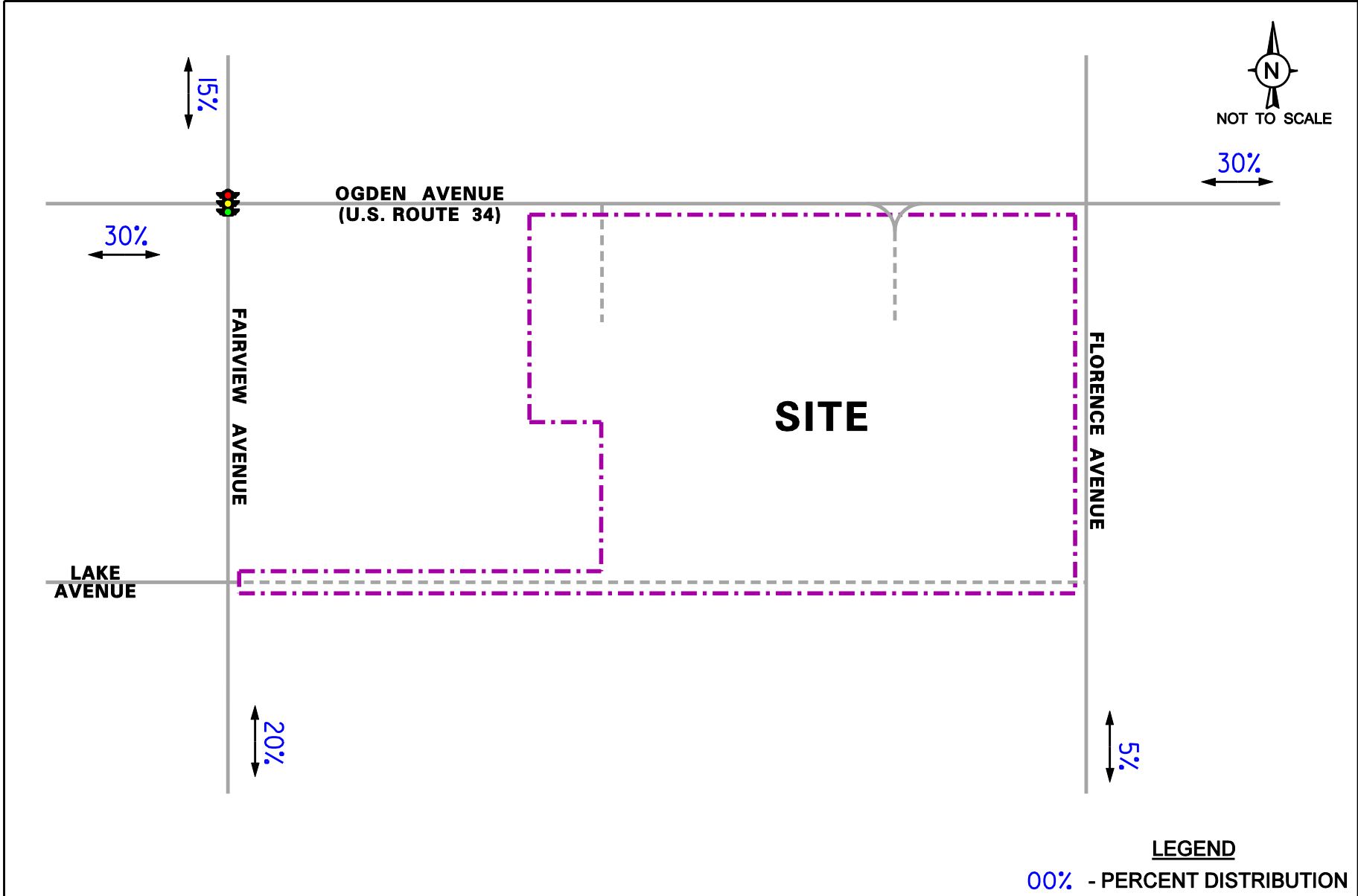
The directional distribution of future site-generated trips on the roadway system is a function of several variables including the operational characteristics of the roadway system and the ease with which drivers can travel over various sections of the roadway system without encountering congestion. The directions from which vehicles will approach and depart the site were estimated based on the existing travel patterns, as determined from the traffic counts. **Figure 3** shows the estimated directional distribution of traffic.

Trip Generation

The amount of traffic that will be generated by the proposed development was based on trip generation rates published by the Institute of Transportation Engineers (ITE) in its 9th Edition of the *Trip Generation Manual*. **Table 1** summarizes the trips that will be generated during the weekday morning and evening peak hours as well as the daily trip generation. It should be noted that the trip generation for the fast casual restaurant with drive-through was based on previous surveys of other fast casual restaurants with drive through conducted by KLOA, Inc. A ten percent interaction reduction factor was assumed to take into account customers that will visit two or more land uses in one trip. It should also be noted that a pass-by reduction rate of approximately 20 percent for retail developments is typical. Pass-by trips are vehicles that travel next to a development and are “captured” from the immediately adjacent roadway system. However, in order to provide for a conservative evaluation, pass-by reduction was not applied to the proposed site-generated traffic

Table 1
TRIP GENERATION SUMMARY

ITE Land- Use Code	Land Use	Size	A.M.		P.M.		Daily Traffic	
			In	Out	In	Out	In	Out
850	Supermarket	29,055 s.f.	61	38	138	137	1,485	1,485
826	Specialty Retail	2,500 s.f.	2	--	12	15	72	72
--	Fast Casual with Drive-Through	2,000 s.f.	<u>36</u>	<u>39</u>	<u>22</u>	<u>18</u>	<u>496</u>	<u>496</u>
	Sub Total		99	77	172	170	2,053	2,053
	10 percent Interaction		<u>-10</u>	<u>-10</u>	<u>-17</u>	<u>-17</u>	<u>-205</u>	<u>-205</u>
	Total Trips		89	67	155	153	1,848	1,848



PROJECT:
Proposed Fresh Thyme
Farmers Market
Downers Grove, Illinois

TITLE:
Estimated Directional Distribution



Figure: 3

Traffic Assignments

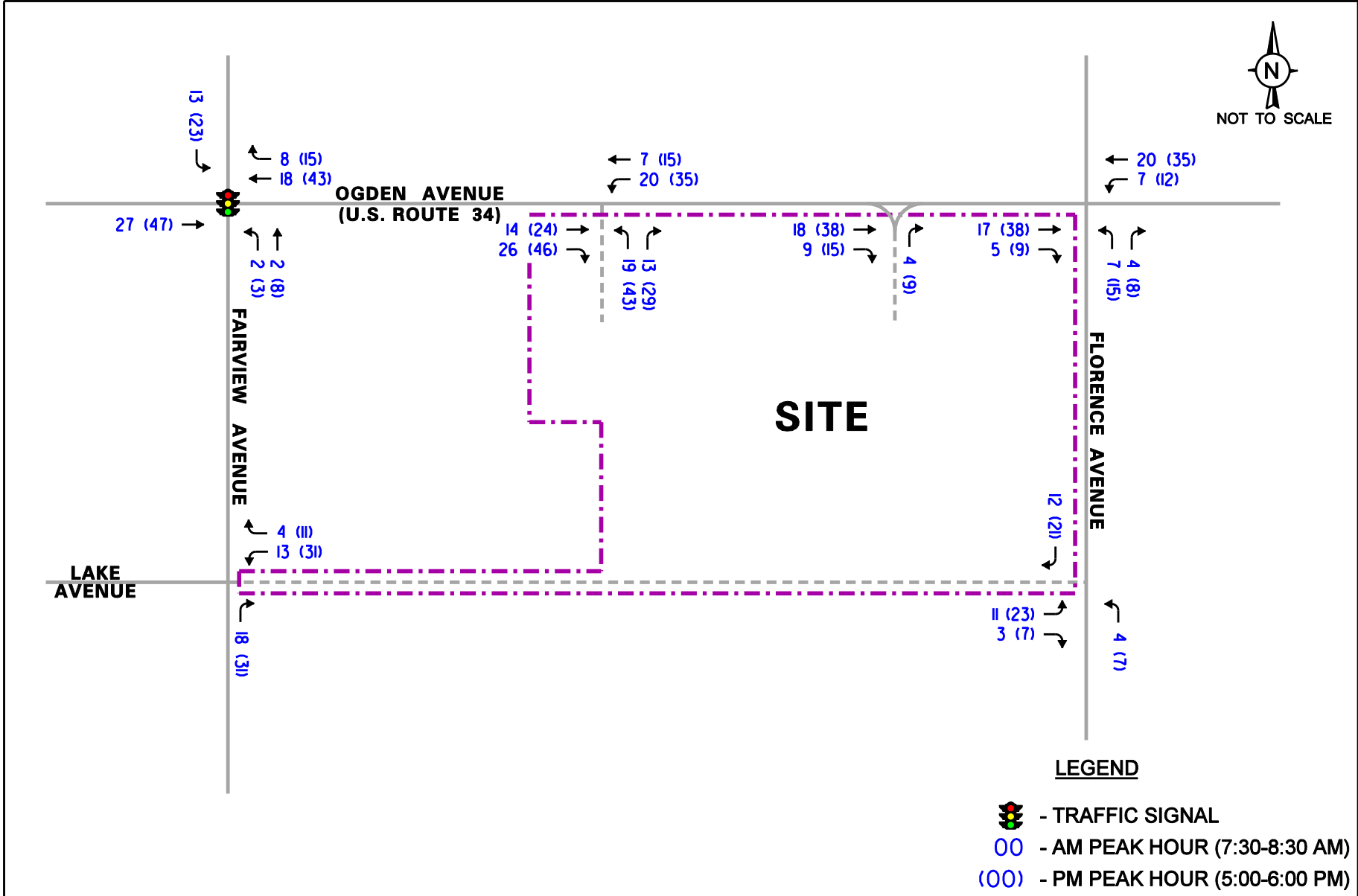
The estimated peak hour traffic volumes that will be generated by the proposed development were assigned to the various roadways serving the site in accordance with existing traffic patterns in the area and based on the proposed access system. **Figure 4** shows the estimated site traffic assignment. **Figure 5** shows the future traffic volumes.

Traffic Analysis

Traffic analyses were performed for the intersections of Ogden Avenue with Florence Avenue, Fairview Avenue with Lake Avenue and the access drives intersections with Ogden Avenue, Florence Avenue and Fairview Avenue to determine the operation of the existing roadway system, evaluate the impact of the proposed development, and determine the ability of the existing roadway system to accommodate projected traffic demands. Analyses were performed for the weekday morning and evening peak hours for the existing traffic volumes and the projected traffic volumes.

The traffic analyses were performed using Synchro/SimTraffic 8 computer software, which is based on the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM), 2000*. The ability of an intersection to accommodate traffic flow is expressed in terms of level of service, which is assigned a letter grade from A to F based on the average control delay experienced by vehicles passing through the intersection. Control delay is that portion of the total delay attributed to the traffic signal or stop sign control operation and includes initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. Level of Service A is the highest grade (best traffic flow and least delay), Level of Service E represents saturated or at-capacity conditions, and Level of Service F is the lowest grade (oversaturated conditions, extensive delays).

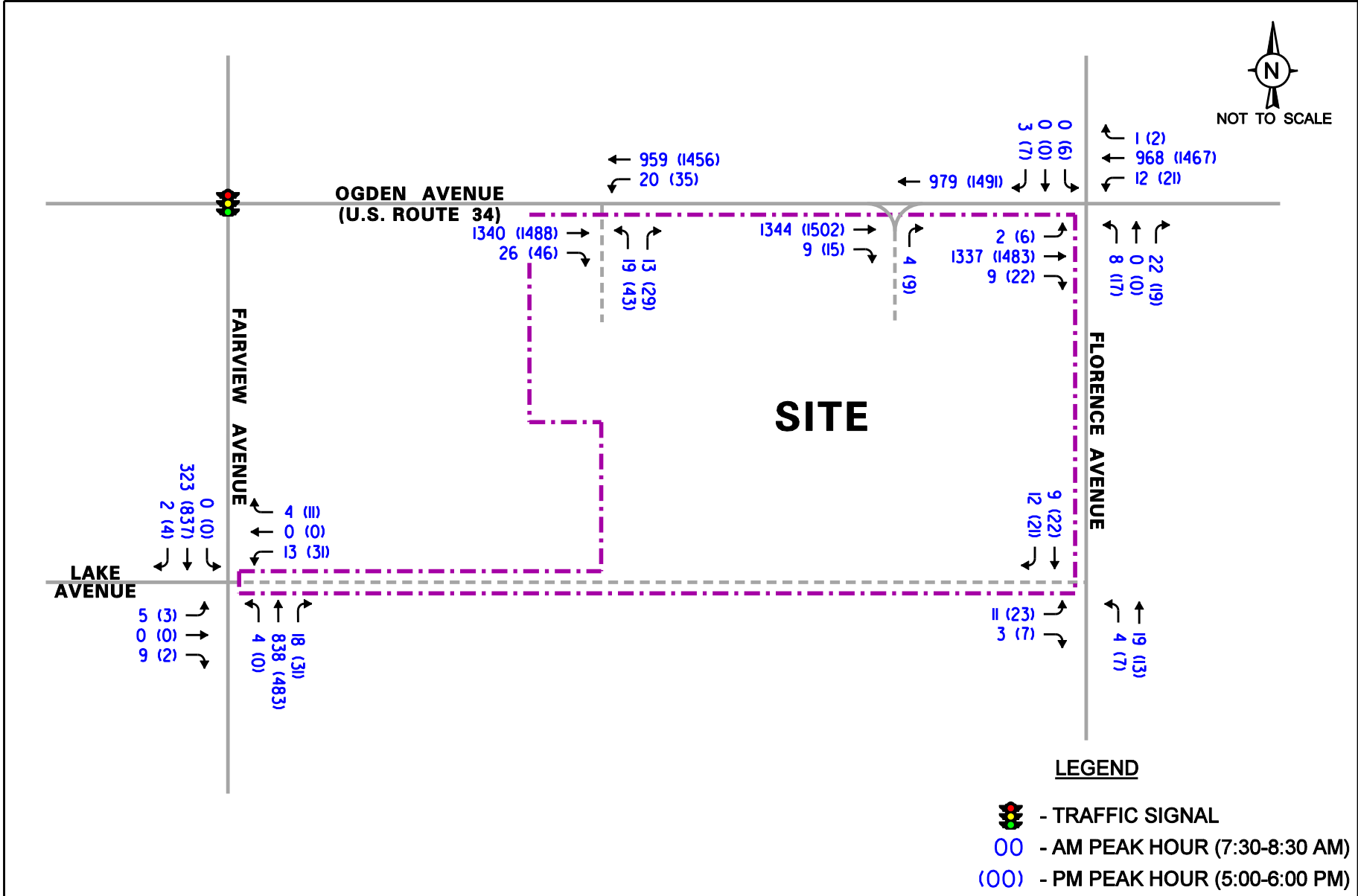
The *Highway Capacity Manual* definitions for levels of service and the corresponding control delay for unsignalized intersections is shown in **Table 2**. The results of the capacity analysis are summarized in **Table 3** for the existing traffic volumes and **Table 4** for the projected traffic volumes.



PROJECT:
 Proposed Fresh Thyme
 Farmers Market
 Downers Grove, Illinois

TITLE:
 Estimated Site Traffic Assignment

KLOA
 Job No: 14-051
 Figure: 4



PROJECT:
**Proposed Fresh Thyme
 Farmers Market
 Downers Grove, Illinois**

TITLE:
Total Traffic Volumes

KLOA
 Job No: 14-051
 Figure: 5

Table 2
LEVEL OF SERVICE CRITERIA FOR UNSIGNALIZED INTERSECTIONS

Level of Service	Average Total Delay (SEC/VEH)
A	0 - 10
B	> 10 - 15
C	> 15 - 25
D	> 25 - 35
E	> 35 - 50
F	> 50

Source: *Highway Capacity Manual, 2010.*

Table 3
CAPACITY ANALYSIS RESULTS - EXISTING CONDITIONS

Intersection	Existing A.M. Peak Hour		Weekday P.M. Peak Hour	
	LOS	Delay	LOS	Delay
Ogden Avenue and Florence Avenue				
• Eastbound Left-Turn	B	10.2	B	12.5
• Westbound Left-Turn	B	12.3	B	13.4
• Northbound Approach	C	15.7	C	19.4
• Southbound Approach	B	11.9	C	24.8
Fairview Avenue and Lake Avenue				
• Northbound Left-Turn	A	8.0	A	0.0
• Eastbound Approach	B	11.9	C	18.9

LOS - Level of Service

Delay - Measured in seconds.

Table 4
CAPACITY ANALYSIS RESULTS - FUTURE CONDITIONS

Intersection	Existing A.M. Peak Hour		Weekday P.M. Peak Hour	
	LOS	Delay	LOS	Delay
Ogden Avenue and Florence Avenue				
• Eastbound Left-Turn	B	10.2	B	13.4
• Westbound Left-Turn	B	12.6	B	14.0
• Northbound Approach	C	20.8	D	33.6
• Southbound Approach	B	12.0	D	29.4
Fairview Avenue and Lake Avenue				
• Northbound Left-Turn	A	8.0	A	0.0
• Eastbound Approach	B	12.6	C	22.3
• Westbound Approach	C	24.4	C	22.0
Ogden Avenue and Full Ingress/Egress Drive				
• Westbound Left-Turn	B	13.1	B	14.7
• Northbound Approach	C	24.0	E	38.5
Ogden Avenue and Right-In/Right-Out				
• Right-Out	B	14.7	C	16.3
Florence Avenue and Access Drive				
• Eastbound Approach	A	8.7	A	8.9
LOS - Level of Service				
Delay - Measured in seconds.				

Traffic Evaluation

The results of the capacity analyses indicate that the intersection of Ogden Avenue with Florence Avenue is operating at acceptable levels of service and will continue to do so in the future. Based on KLOA, Inc. observations, Ogden Avenue westbound traffic during the evening peak period backs up beyond Florence Avenue. However, it was also noted that these queues always cleared with the green phase for westbound traffic at the Ogden Avenue traffic signal with Fairview Avenue. It was also observed that traffic along Ogden Avenue was well platooned and as such, there were numerous gaps in the through traffic stream that allowed inbound and outbound maneuvers from Florence Avenue to occur with relative ease. As such, no additional geometrics or traffic control improvements will be necessary.

The intersection of Fairview Avenue and Lake Avenue is currently operating at acceptable levels of service. Based on KLOA, Inc.'s observations, northbound queues on Fairview Avenue during the morning peak hour extend regularly to and sometimes past Lake Avenue. However, it was also observed that the majority of these queues cleared with every cycle length. In the afternoon, the northbound queues extending to Lake Avenue or beyond were less frequent and all of them cleared with every cycle length. Based on the results of the capacity analyses, outbound movements from Lake Avenue and the proposed access drive will operate at acceptable levels of service. As such no additional geometric or traffic control improvements will be necessary.

All of the access drives serving the proposed development will operate at acceptable levels of service with the exception of the outbound movement from the full ingress/egress access drive at its intersection with Ogden Avenue during the evening peak hour. The outbound movement will operate at level of service E. This is not uncommon and is expected at an unsignalized intersection with a major road like Ogden Avenue. Based on our observations, this outbound movement will operate more efficiently and at a better level of service than what is indicated for the following reasons:

- The site has four different ways of accessing the site and three different ways for vehicles desiring to travel west to exit (via Florence Avenue, the full ingress/egress access drive on Ogden Avenue or via the service drive on Fairview Avenue).
- Traffic along Ogden Avenue is well platooned
- There is a two-way left-turn lane on Ogden Avenue that allows exiting vehicles the opportunity to perform a two-part left-turn maneuver.

On-Site Circulation and Drive-through Usage

Based on a review of the proposed site development plans, the development will provide 24 feet wide two-way driving aisles with 90 degree parking. As previously indicated, a double berth loading dock will be located at the southeast corner of the Fresh Thyme Farmers Market. Trucks will enter from the west via the proposed service drive intersection with Fairview Avenue and backup into the loading docks. Once trucks have finished unloading, they will exit onto Florence Avenue and drive north towards Ogden Avenue.

As part of the development plan, a fast casual restaurant with a drive-through lane is proposed on the east side of the site. The drive-through operation will operate in a counter-clockwise traffic circulation pattern. The pick-up window and the ordering board will be located on the east side of the building with vehicles entering from the south and driving north. The drive-through lane should be under stop sign control at its intersection with the northerly east-west drive aisle. A “Do Not Enter” sign should be provided at the exit of the drive-through lane facing north to deter traffic from entering the one-way northbound drive-through operation. It is recommended that wayfinding signage be posted to guide vehicles to the drive-through stacking area to minimize vehicle turning movements within the internal site circulation area.

The drive-through lane will provide stacking for eight vehicles (three vehicles from the order board and five vehicles from the pick-up window before reaching Florence Avenue). Based on surveys conducted by KLOA, Inc. at other fast casual restaurants with drive-through lane, the following was found:

- The average queue at the ordering board during the lunch peak period was four vehicles with a maximum queue of six vehicles occurring only once.
- The average queue at the pick-up window during the lunch peak period was two vehicles with a maximum queue of three vehicles.

Based on the survey results, the proposed stacking of approximately eight vehicles will be adequate.

Conclusion

Based on the preceding evaluation, the following are our findings and conclusions.

- The proposed development plan will reduce the number of existing curb cuts on Ogden Avenue from five to two
- The additional traffic that will be generated by the proposed development can be accommodated by the area roadway system.
- The proposed access system coupled will disperse traffic in an efficient manner without overloading any access drive.
- The proposed design of the drive-through lane is sufficient to accommodate the peak demand of the drive-through operation with limited, if any, impact on the internal circulation system.

DRAFT

Ms. Lupescu leaves the room.

PC- 05-14: A petition seeking approval of a Final Planned Development designation, Special Use approval for a drive-through restaurant, a Zoning Ordinance Map Amendment to rezone a portion of the property from R-5, Two-Family Residential to B-3 General Services and Highway Business, a second Zoning Ordinance Map Amendment to rezone a portion of the property from R-6, Multiple Family Residential to B-3, General Services and Highway Business, and a Final Plat of Subdivision to subdivide ten lots of record into two lots of record. The property is located at the southwest corner of Florence and Ogden Avenues, commonly known as 317-327 Ogden Avenue, 4314-4322 Florence Avenue and 4325 Fairview Avenue all in Downers Grove, IL (PINs 09-04-300-004, -005, -006, -007, -012, -028, -029, -030 and -052). Greenberg Farrow, Petitioner; Joseph Perillo and Andrew and Pamela Chernivsky, Owners.

Mr. Popovich reviewed the five requests before the commission in detail, locating the site on the overhead map, the structures that existed, if any; the mismatch of zoning on the various lots in question; and the fact that seven lots of record faced Ogden Avenue. To date, six curb cuts on Ogden Avenue existed but the request was to reduce those to two curb cuts. There were two lots of record facing Florence Avenue and one lot facing Fairview Avenue.

The petitioner was proposing to demolish all structures and construct a 29,000 sq. foot Fresh Thyme Market building in the middle of the site, facing Ogden Avenue, as well as construct a 4,500 sq. foot out- building (with drive-through) closer to the intersection of Florence and Ogden Avenues. Two lots of record would be created with Fresh Thyme Market being on one lot and the out- building with drive-through on the other lot. Staff pointed out the property lines, access easements, and stormwater and utility easements. The site would have shared parking across both lots. Elevation details of the Fresh Thyme Market were pointed out and the building's materials would consist of stacked stone, concrete panels, and vertical siding with a couple of roof elements.

The smaller outlot building would consist of two tenants and include entrances facing Ogden Avenue. The drive-through would be located on the east facade with seven stacking spaces proposed where there should be eight. Building material would also consist of stacked stone. Various elevations followed, along with a review of the landscaping plan. Mr. Popovich stated that the drive-through lane would be heavily screened, with an ornamental fence and landscaping, for buffering purposes as well as the south property line with trees and an arborvitae shrub line and six foot solid fence in order to screen the residents to the south.

Addressing the two curb cuts that were proposed, Mr. Popovich indicated that IDOT recommended that the proposed eastern curb cut be right-in/right-out only (for eastbound access/exit on Ogden Ave.). The petitioner has complied with that request. Also, IDOT approved the configuration of curb cuts planned for the development. Per Mr. Popovich, the petitioner worked with staff to relocate the curb cut on Florence Avenue as far north as possible in order to relocate movement toward the commercial use and reduce cut-through traffic. As for parking, 142 spaces were provided and required, which would be shared by the three tenants. Two trash enclosures, with six-foot screening, were pointed out by staff. Proposed signage was also pointed out, noting a 14-foot sign would be located along the western entrance along Ogden Avenue as well as along Fairview Avenue.

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Per staff, the proposal met the goals and intent of the village's Comprehensive Plan, specifically, as it related to the site being Catalyst Site No. 32, which identified the site as needing to be a new retail and service user for nearby residents. It met the Corridor Commercial designation, which called for retail/office and service uses along Ogden Avenue, etc., and it met the requirement for expanded commercial depth in selected locations along Ogden Avenue, on a case by case basis. Additionally, the development met four goals of the Comprehensive Plan: 1) the perimeter was heavily landscaped; 2) the buildings had a high level of design; 3) the development would add value to the adjacent properties; and 4) the development would improve access management along Ogden Avenue by reducing the number of curb cuts from six to two.

The proposal met a majority of the village's bulk requirements, with three exceptions, that staff felt were necessary. First, the required parking setback along Ogden Avenue is 50 feet from the center line of Ogden, but the petitioner was proposing 43 feet. Staff felt this deviation was necessary because it provided code-compliant parking spaces and drive aisles in front of the store but it also allowed the building to be set further from the south property line. Second, the petitioner was proposing seven stacking spaces versus eight for the drive-through. Staff did not feel there was a feasible option to provide an eighth stacking space, and if the Florence Avenue curb cut was moved further south, it would cut into the residential neighborhood. The third deviation included a sign setback along Fairview Avenue where the sign was relocated to the north side of the drive aisle, closer to the commercial area, versus placing it on the south side of the drive aisle. Staff supported that deviation.

Staff further summarized how the development met the village's code requirements for lighting; met the Subdivision Ordinance; and met the fire department's codes, noting the building will have sprinklers and alarms installed. Fresh Thyme also demonstrated that delivery vehicles could get in and out of the site at multiple locations. A traffic review of the site was done and it was found that an additional 89 vehicles would be on-site during the morning peak hours and 155 vehicles during the evening peak hours but would be distributed along Ogden Avenue. Mr. Popovich described how vehicles would be entering and exiting the site in more detail, noting that staff felt the primary traffic movement on Florence would be northbound toward the commercial area and to Ogden Avenue.

Continuing, Mr. Popovich reported that any repairs to the Florence Avenue sidewalk that were due to the removal and/or addition of curb cuts would be borne by the petitioner as would improvements along Fairview Avenue. The petitioner would be relocating the current utility lines that ran through the center of the site to the south and around the building and tie back into the utility lines in the alley to the west. An 8-inch water main would be provided by the petitioner along the back, south drive aisle, that would tie both into the water main along Florence and Fairview Avenues. The petitioner would also be providing a new fire hydrant with 100 feet of the Fresh Thyme building, as required by the fire department while the existing hydrant near the intersections of Florence and Ogden Avenue would be maintained. While stormwater detention was not required for the site, the proposal would tie into the detention basin within the Florence Avenue right-of-way. Post-Construction Best Management Practices would be applied. The proposal met the village's Stormwater Ordinance.

Regarding residents' comments, Mr. Popovich indicated staff spoke to two businesses -- the A-Len Automotive owners and the Bob Carter repair shop owner, and both owners were supportive of the proposal. Two other residents expressed concern about the proposal and they were directed to the

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village's web site for additional information, including tonight's meeting. A resident along Florence Avenue expressed concern about the Florence Avenue curb cut and staff explained that the curb cut on Florence was necessary in order to limit its impact by keeping it as far north as possible.

As to the amendments to the Zoning Ordinance map, Mr. Popovich believed all of the amendments were met and he proceeded to review the zoning in the area but concluded that the subject properties were better suited to be commercially zoned, which would promote development of an under-utilized commercial property; also it was a catalyst site identified under the village's Comprehensive Plan. Staff believed the approval standards under the Plat of Subdivision and the Special Use were met and the proposal would not be detrimental to the health, safety and general welfare of the public. Lastly, Mr. Popovich reviewed the 13 standards for the planned development which he believed were met. Staff concluded and recommended that the Plan Commission forward a positive recommendation to the Village Council.

Per Mr. Matejczyk's question, Mr. Popovich explained how a vehicle would exit the site to the west, using three available options. Mr. Matejczyk voiced concern about the northwest exit onto Ogden Avenue since a vehicle would have to traverse three lanes of traffic just to get to the left turn lane for Fairview Avenue. Mr. Popovich agreed that the level of service could be compromised by someone not being able to get out as quickly onto Ogden Avenue, but he believed as more time went by, vehicles would be exiting onto Fairview and then stacking into the Fairview left-turn lane or using the full access Florence curb cut to exit to get to Ogden Avenue.

Asked if consideration was given for the northwest exit to be a right-in/right-out and the northeast exit a full access, since it could be an easier left-hand turn onto Ogden, Mr. Popovich explained that it was IDOT who made the changes. General questions followed regarding the distance the signage was off the property line, the size of the signage, and the signs' locations and height. Asked if the signs were cumulative, Mr. Popovich clarified it was strictly frontage and due to the size of the building. Because the development was a shopping center, Fresh Thyme was allowed 300 sq. feet of signage and the panels did not count toward their total allowed, so the Market could have 300 sq. feet of signage on the building. The petitioner was proposing signage of 150 sq. feet facing on the north elevation and then 150 sq. feet on the east elevation, facing Florence.

Per Mr. Quirk's question, Mr. Popovich did not believe there were any semi-truck restrictions for Fairview Avenue since it was a minor arterial road. He also confirmed with staff that the property in question (outlined in blue) on the overhead had been a residential property for many years and that the nearby B-3 properties were rezoned in 2008 from R-6. Asked if any issues would be created by rezoning the property from residential to business, Mr. Popovich did not believe so because it would tie into the village's goals for commercial depth and it would be practical to rezone the Bob Carter site. Mr. Quirk felt that it would be beneficial to rezone all of the lots as one group instead of piece-meal.

Mr. Cozzo inquired whether there was consideration to restrict a right-turn onto Florence and having a left-turn only onto Florence to deter vehicles traveling into the residential area wherein staff had not, since the traffic study indicated that there would only be three additional cars in the morning peak hours and seven additional cars in the evening peak hours traveling down Florence Avenue. And those vehicles traveling south on Florence would find that it dead-ends and make their way back to Ogden. Mr. Cozzo expressed concern about the location of the trash enclosure and suggested relocating it to the north. Mr. Popovich indicated the trash matter was explored and

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there were challenges to the site and trucks having access to the enclosures. Parking spaces would have to be considered. Mr. Cozzo also voiced concern about safety and security regarding the truck dock area. Mr. Popovich stated that lighting would be provided there. Regarding the parking stalls on Ogden Avenue, it was confirmed by staff that the vehicles could potentially park and hang over the five-foot sidewalk, but that the commissioners could ask for parking blocks.

Petitioner, Ms. Jennifer Mowen with Greenberg Farrow Architecture, 21 S. Evergreen St., Arlington Heights was available to ask questions. Regarding the site circulation, she envisioned that truck traffic would enter the site off the western-most access from Ogden, circulate to the dock and then exit onto Florence and back to Ogden. Because this was the first time for the market to open in Illinois, she expected there would be several typical truck deliveries made in the morning (5:00 a.m. to 7:00 a.m.) with smaller, box truck deliveries, 4 to 5 times throughout the day, as needed. For the out lot building she expected a small box truck to deliver once or twice a week between 5:00 a.m. to 7:00 a.m. but expected no evening deliveries. As to limiting the exit out onto Florence Avenue with a right-out only, Ms. Mowen anticipated that the only cars traveling south on Florence would be local traffic to the neighborhood.

As to the Florence side elevation, Chairwoman Urban voiced concern that the elevation was not as pedestrian friendly and asked to make it more inviting, wherein Ms. Mowen reviewed the site plan and pointed out that the positioning of the out lot building from the Ogden Avenue view corridor obstructed most of the market's elevation and the landscaping and fence would screen it well from street level. Chairwoman Urban asked for additional consideration for the Florence side elevation.

Asked why the vacant Dominick's site was not considered, Mr. Lewis Schriber of Shorewood Development, 2150 E. Lake-Cook Ave., #820, Buffalo Grove, the developer for the site, explained the Dominick's site was not considered because the required frontage and depth required for the Fresh Thyme Market would leave a gap in the oversized space that was undesirable for other uses. Since the parallel parking spaces along the south drive aisle would be designated for employees only, Chairwoman Urban asked that a 3 ft. sidewalk be installed on the west property line for the employees. Ms. Mowen would work with staff on that.

Asked if the signage could be reduced on Fairview due to the nearby residents and due to its height and illumination, Mr. Schriber stated that he and Fresh Thyme were willing to keep the main large sign on the northwest corner of Ogden but could duplicate the smaller, 8 ft. sign, and locate it on Fairview. Mr. Schriber stated it was the intention to construct the out lot simultaneously with the Fresh Thyme building.

Chairwoman Urban opened up the meeting to public comment.

Mr. Ken Gould, 408 Lake Avenue, believed that the developer was promoting the extension of Lake Avenue in order for the trucks to make their deliveries. He discussed the existing challenges of the traffic in the area. He asked for better clarification of the signage.

Mr. Williams Natale, 422 Lake Avenue, voiced concern about Fairview Avenue being described as a minor arterial street, the fact that there would be increased traffic traveling south on Fairview to catch the train, and another fast food restaurant in the immediate area which would increase traffic. He did not support the proposal.

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Mr. Tom Wagner, 503 Lake Avenue, also agreed there would be additional traffic and with Fairview being reduced to two lanes it caused traffic to sit. He voiced concern that when traffic comes down Lake Street vehicles would be making U-turns in the residents' driveways. He believed there would be no issues if there was a road across the south. He did not support the proposal.

Mr. Don Clouston, 4332 Fairview Avenue, disagreed with the presenters, noting that Ogden and Fairview was a heavily traversed corner and a semi-truck would not be entering the site off of Ogden Avenue from the north due to parked cars. The truck would have to enter on Fairview. He suggested making the alleyway a one-way eastbound to allow the trucks in which would stop any Ogden/Fairview bypass traffic that came down Florence and cut through the drive-through to avoid the red light on Ogden and Fairview. Mr. Clouston also added that school buses stopped currently at the corner of Lake and Fairview. He did not support the proposal.

Ms. Bonnie Christerson, 4332 Florence, voiced concern about cut-through traffic on Florence Street, the children on her street, lighting, noise and the smell of garbage.

Mr. Myki Romano, a resident of Lake Avenue, stated he worked in the food industry and was pleased that an organic store was coming to Downer Grove. However, he voiced concern about the traffic flow and the challenges of trucks maneuvering in the area and did not believe an entrance/exit should be placed on Fairview.

Mr. Joe Fisher, 4332 Florence, was pleased to see the development come in; however, the negative was the access on Florence. He also voiced concern about increased traffic, the safety of children on Florence, another grocery store that no one has heard of, as well as another fast food restaurant and their life expectancies.

Ms. Jeanne Bostedt, 438 Lake Avenue, voiced concern about the current traffic that travels her street already in the wrong direction and believed the vehicles would try to get out on Lake Street by avoiding Ogden Avenue.

Mr. Joe Schreiberreif, 430 Lake St., was sworn in, and stated trucks traveling down Fairview would block traffic while trying to enter the site causing a challenge for emergency vehicles. He voiced concern about the traffic there already. He suggested using the old Dominick's.

Mr. Paul Barr, 402 Sherman St., thought the project was a bad idea given the congestion already and agreed with the previous speakers. He resides where Fairview decreases from four lanes down to two lanes and noted that drivers usually speed to get ahead of each other. He asked for the traffic engineer to speak to the matter and sign off on it. Lighting, property values, and reduced curb cuts were also a concern. Traffic was the issue.

Mr. Robert Adams, 4322 Florence, asked when construction would begin since his landlord told him he had to move out of the house. He also worked for a similar grocery store which had signage on a minor arterial road. He noted that no one will want to turn left out of the proposed site because it will not be possible unless there is a light. He believed the parking situation would be terrible and the site was not laid out well.

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Petitioner, Ms. Mowen, responded that her company was currently under contract to purchase the land and the closing would be determined by the seller. She planned to have the store open early next year. Regarding circulation, she has worked with staff, the traffic consultant and IDOT to put together the best plan from an access perspective. She was cognizant about emergency vehicles being able to circulate the building. As far as the use for the out building, she explained she was not at liberty to discuss that yet but envisioned something like a Panera restaurant versus an intense use such as a McDonalds-type restaurant. She agreed with a prior resident that because of the open hour of operation was at 7:00 a.m. the intention was that the trucks would be able to arrive and maneuver through the parking lot since no vehicles would be in the lot that early in the morning.

Mr. Quirk commented about his own personal challenge of getting across Fairview Avenue at 8:00 a.m., the fact that the store would be patronized by the local residents, and everyone to the east would exit Florence, head north or south and take Ogden or circle back to Fairview and head south. Everyone to the west would exit south and exit to Fairview and either travel north on Ogden or south on Fairview. He envisioned the traffic on Fairview, from 7:30 to 8:30 a.m., Monday through Friday would be challenging.

Mr. Lewis Schriber of Shorewood Development, again, discussed the background of the Fresh Thyme Market store for the members and reiterated that the operations of the store were considered carefully and the business planned to expand into other markets in the next three to five years.

Mr. Al Rosenbostel, 618 Franklin Street, was sworn in and stated he is the master broker for Fresh Thyme and addressed the questions about peak hour travel times relative to rush-hour travel times for morning and afternoon. For Fresh Thyme, he stated the peak hours during weekdays were 3:30 p.m. to 6:30 p.m. Truck traffic was much earlier. He shared that the market would dictate and the truck drivers would determine the best delivery times for themselves. He also clarified that trucks would not be backing into the dock off of Florence. He shared that a normal grocery store has 8% of produce while Fresh Thyme will have 30% fresh produce at a lower price.

Resident, Mr. Donald Clouston inquired about the number of pop vendor and bread vendor deliveries, wherein Mr. Schriber explained there would only be wine, beer and pop vendors. Mr. Rosenbostel also reminded the commissioners that the store was focused on organic and natural foods, so not every pop vendor would be visiting the store. Mr. Clouston pointed out that the earlier statement of 3 to 4 trucks per day, mentioned earlier was incorrect. However, Mr. Rosenbostel clarified that there would be limited size semi trucks throughout the day with the smaller trucks making many deliveries. He further pointed out there was a truck study that was done to reflect the movements of a full size tractor trailer if they entered off of Ogden.

Mr. Tom Wager, 503 Lake, voiced concern that the Lake Street extension would be used by vehicles traveling west and that the residents would just like to get out of their street onto Fairview, wherein Mr. Schriber pointed out speed bumps would be used to deter everyday common use.

Mr. Joe Fisher, 4332 Florence, stated that regarding the truck trailer traffic that would be turning south on Fairview and attempting to make the turn into the site, he saw semis struggling to get around that corner when cars were sitting at the light. He voiced concern about the distance from Ogden to that entrance being one block and decreasing down to two lanes. He voiced concerns about congestion and trucks choosing to exit out onto Florence. He believed there were too many negatives against the petitioner.

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Chairwoman Urban closed the public hearing portion of the meeting and asked for deliberation.

Chairwoman Urban summarized that the testimony included significant comments about traffic from the functionality of Fairview; how Florence was used; and whether Fairview was a designated truck route. She explained Ogden Avenue was a truck route and trucks did have to follow truck routes or risk receiving tickets on non-truck routes, which she believed would limit them to Ogden and Fairview Avenues. She believed the reduction of six curb cuts down to two would help the site disburse the traffic for what she considered a neighborhood grocery store.

Other commissioner comments/suggestions included limiting deliveries; reducing the signage on Fairview; the development was a good use for the site; traffic would be a challenge; it would be more logical to have the full access on Ogden to the east and the right in/right out to the west; could signage be posted at the west exit onto Fairview for vehicles to turn right or left turn only; limit the exit to the south on Florence to a No Right Turn since no one would be turning anyway (Dir. Tom Dabareiner confirmed that was limited by law.) Other comments included that it was a well conceived project but it was a small footprint; exiting the site to the west would be a challenge for vehicles; and the fact that any new development on Ogden would have a traffic issue along with the residential areas.

Mr. Beggs stated he could not support the plan as long as there was an exit out to Fairview but if it was reconfigured he would reconsider the plan. He cited the challenges of the traffic there. Mr. Quirk stated he would be fine if an exit-only existed onto Fairview for service vehicles only; Mr. Matejczyk concurred. A suggestion was made by Mr. Cozzo to install a right in/right out on Fairview; however, Dir. Dabareiner stated that he could ask the petitioner to look at turn restrictions but cautioned the commissioners that they were forcing residential traffic that wants to travel southbound on Fairview to use Florence and to circulate through the neighborhood.

Asked if there was any prior precedence of a case being referred to the Traffic and Parking Commission to review the specific site, Dir. Dabareiner indicated that the Traffic and Parking Commission was limited to reviewing public streets rather than access issues. Due to the comments and concerns raised, staff was asked on how to proceed with so many variables.

Mr. Popovich suggested the commission could have a traffic study completed prior to the proposal going to council to investigate the Fairview exit or the commission could make multiple motions. Asked if it would be appropriate to vote on the Fairview access points first, he believed if it was the largest issue, it made sense.

MR. BEGGS MADE A MOTION THAT THE PLAN COMMISSION REJECT THE ENTRANCE/EXIT ONTO FAIRVIEW AVENUE.

SECONDED BY CHAIRWOMAN URBAN. ROLL CALL:

AYE: MR. BEGGS,

NAY: CHAIRWOMAN URBAN, MR. COZZO, MR. MATEJCZYK, MR. QUIRK, MR. RICKARD, MR. WEBSTER

MOTION FAILED. VOTE: 6-1

Discussion followed by Mr. Webster that no matter what the land becomes there would be issues at the intersection, or until the village and department worked together to do something different. Vehicles would continue to maneuver in various way to enter and exit the site and it was not in the commission's purview to second-guess where the vehicles would navigate on the site because different activities took place at different times of the day. He believed the traffic professionals were doing their job and he would put his trust in them. He supported the proposal knowing the traffic issues would resolve themselves.

WITH RESPECT TO PC 05-14, MR. WEBSTER MADE A MOTION THAT THE PLAN COMMISSION FORWARD A POSTIVE RECOMMENDATION TO THE VILLAGE COUNCIL TO APPROVE THE TWO ZONING ORDINANCE MAP AMENDMENTS, FINAL PLAT OF SUBDIVISION, SPECIAL USE AND PLANNED DEVELOPMENT DESIGNATION FOR THE COMPREHENSIVE REDEVELOPMENT AS REQUESTED IN CASE PC-05-14 SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. THE TWO ZONING ORIDINANCE MAP AMENDMENTS, FINAL PLAT OF SUBDIVISION, SPECIAL USE AND PLANNED DEVELOPMENT SHALL SUBSTANTIALLY CONFORM TO THE STAFF REPORT; ARCHITECTURAL, ENGINEERING AND LANDSCAPE PLANS PREPARED BY GREENBERG FARROW DATED JANUARY 31, 2014 AND REVISED ON FEBRUARY 21, 2014; FINAL PLAT OF SUBDIVISION PREPARED COMPASS SURVEYING, LTD. DATED JANUARY 21, 2014 AND REVISED ON FEBRUARY 20, 2014, EXCEPT AS SUCH PLANS MAY BE MODIFIED TO CONFORM TO THE VILLAGE CODES AND ORDINANCES.**
- 2. PRIOR TO THE ISSUANCE OF ANY DEVELOPMENT PERMITS, THE PETITIONER SHALL PAY A \$3,000 FEE IN LIEU PAYMENT FOR SIX NEW PARKWAY TREES.**
- 3. THE TWO BUILDINGS SHALL BE EQUIPPED WITH AN AUTOMATIC SUPPRESSION SYSTEM AND AN AUTOMATIC AND MANUAL FIRE ALARM SYSTEM.**
- 4. ALL PROPOSED SIGNAGE SHALL COMPLY WITH THE VILLAGE'S SIGN ORDINANCE.**
- 5. THE MENU ORDER BOARD SHALL BE EQUIPPED WITH AUTOMATIC VOLUME CONTROL.**
- 6. FOR STAFF TO REVIEW A SMALLER SIGN AND ILLUMINATION AREA ON FAIRVIEW AVENUE AREA THAT THE DEVELOPERS CAN ACCEPT**
- 7. ENHANCE THE BUILDING'S ELEVATOIN ON THE FLORENCE AVENUE SIDE OF THE FRESH THYME BUILDING TO INCLUDE SOME ADDITIONAL PEDESTRIAN-SCALE ELEMENTS TO MAKE IT MORE FRIENDLY**
- 8. TO ADD A SIDEWALK CONNECTION FROM THE REAR (SOUTH) PARKING AISLE TO THE REAR OF THE STORE BUT IF NOT POSSIBLE THEN TO THE FRONT ENTRANCE.**

SECONDED BY MR. MATEJCZYK. ROLL CALL:

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Mr. Beggs stated he would not support the motion, even with the additional conditions as added. He was voting Nay because the development included the entrance and exit on Fairview Avenue.

**AYE: MR. WEBSTER, MR. MATEJCZYK, MR. COZZO, MR. QUIRK, MR. RICKARD,
CHAIRWOMAN URBAN**

NAY: MR. BEGGS

MOTION CARRIED. VOTE: 6-1

OTHER BUSINESS:

Mr. Popovich announced the next meeting was on April 7th with two petitions so far.

**THE MEETING WAS ADJOURNED AT 10:24 P.M. ON MOTION BY MR. COZZO,
SECONDED BY MR. QUIRK. MOTION CARRIED BY VOICE VOTE OF 7-0.**

/s/ Celeste K. Weilandt

Celeste K. Weilandt

(As transcribed by MP-3 audio)