

VILLAGE OF LOMBARD  
REQUEST FOR BOARD OF TRUSTEES ACTION  
 For Inclusion on Board Agenda

    X     Resolution or Ordinance (Blue) \_\_\_\_\_ *Waiver of First Requested*  
       Recommendations of Boards, Commissions & Committees (Green)  
       Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: November 22, 2004 (B of T) Date: December 2, 2004

TITLE: PC 04-31: 1501 S. Main Street (Christ the King Church & School)

SUBMITTED BY: Department of Community Development *WTL*

BACKGROUND/POLICY IMPLICATIONS:

The Department of Community Development transmits for your consideration a resolution authorizing the signature of President and Clerk on a Development Agreement as well as a request for a waiver of the Village's portion of the public hearing fees. All other actions associated with this petition (Items 1, 2, and 3) were approved at the November 18, 2004 Board meeting.

1. Approve amendments to Ordinance 3055, which granted a conditional use for a religious institution on the subject property;
2. Approve a conditional use for a planned development, with the deviations as follows:
  - a. Landscaping Deviations:
    - i. A deviation from Section 155.705 (C) of the Zoning Ordinance requiring parkway trees along the 15<sup>th</sup> Street right-of-way;
    - ii. A deviation from Section 155.706 (C)(2)(a)(1) of the Zoning Ordinance requiring perimeter parking lot trees along the north side of the parking lot;
    - iii. A deviation from Section 155.706 (B)(2) of the Zoning Ordinance requiring parking lot islands to be dispersed throughout the parking lot.
  - b. Signage Deviations:
    - i. A deviation from Sections 153.213 and 153.219 (A) and (B) of the Sign Ordinance allowing for a manual changeable copy institutional sign of 50.5 square feet in size and 8 feet in height, where 32 square feet in size and 6 feet in height is permitted; and
    - ii. A deviation from Section 153.219 (D) of the Sign Ordinance allowing for two freestanding signs along 15<sup>th</sup> Street, where one freestanding sign is permitted.
3. Approve a variation from Section 154.306 (D) of the Subdivision and Development Ordinance pertaining to public improvements along the 15<sup>th</sup> Street right-of-way.
4. Approval of a development agreement for the subject property. (Resolution)  
 (DISTRICT #3)

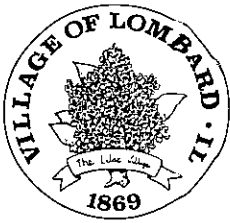
The petitioner is also requesting a waiver of the Village's portion of the Plan Commission public hearing fees.

Fiscal Impact/Funding Source:

Review (as necessary):

|                                        |                      |
|----------------------------------------|----------------------|
| Village Attorney X _____               | Date _____           |
| Finance Director X _____               | Date _____           |
| Village Manager X <i>W. T. Lichter</i> | Date <i>11/22/04</i> |

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



## MEMORANDUM

**TO:** William T. Lichter, Village Manager

**FROM:** David A. Hulseberg, AICP, Director of Community Development *DAH*

**DATE:** December 2, 2004

**SUBJECT:** PC 04-31: 1501 S. Main Street (Christ the King Church & School)

At the November 18, 2004 Village Board meeting, the Board approved the final reading of Ordinances granting zoning relief for the Christ the King Church and School expansion project. A condition of the approval of these Ordinances requires the petitioner to execute a development agreement for the project.

Attached is a resolution and draft agreement for the Board's consideration. The agreement addresses the site development issues on the Subject Property as well as providing for future improvements along the 15<sup>th</sup> Street right-of-way through a future Special Service or Special Assessment Area.

**ACTION REQUESTED:**

The petitioner requests that the resolution and development agreement be placed on the December 2, 2004 Village Board agenda for approval. The petitioner also requests that the Board approve a motion waiving the Village's portion of the public hearing fees.

**RESOLUTION**  
R \_\_\_\_\_ 05

**A RESOLUTION AUTHORIZING SIGNATURE OF  
PRESIDENT AND CLERK ON A DEVELOPMENT AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received a Development Agreement, as attached hereto and marked Exhibit "A": and,

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to authorize the development agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said document as attached hereto.

SECTION 2: That the Deputy Village Clerk be and hereby is authorized to attest said Agreement as attached hereto.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2004.

Ayes: \_\_\_\_\_

Nayes: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved this \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
William J. Mueller, Village President

ATTEST:

\_\_\_\_\_  
Barbara A. Johnson, Deputy Village Clerk

## **DEVELOPMENT AGREEMENT**

### **AN AGREEMENT RELATING TO THE APPROVAL OF A MAJOR DEVELOPMENT, THE MAKING OF REQUIRED IMPROVEMENTS, AND PROVIDING FUNDS, THEREFOR, FOR CHRIST THE KING CHURCH & SCHOOL, LOMBARD, IL**

**This Agreement**, made and entered into this 18th day of November, 2004 by and between the JOLIET DIOCESE, located in DuPage County, Illinois, on behalf of CHRIST THE KING PARISH (hereinafter referred to as the "Developer" or the "Owner"), and the VILLAGE OF LOMBARD, a municipal corporation, located in DuPage County, Illinois, (hereinafter referred to as the "Village").

#### **WITNESSETH:**

**Whereas**, the Owner/Developer is expanding its existing buildings and stormwater facilities on an 8.86 acre tract of real estate situated within the corporate limits of the Village, legally described in Exhibit 1 attached hereto and made a part hereof (hereinafter referred to as the "Subject Property"); and,

**Whereas**, the Owner/Developer has prepared final plans for the Subject Property, as referenced in this document (said plans are attached as Exhibit 2), which have been approved by the Plan Commission and the Corporate Authorities of the Village and which, upon receipt by the Village of an Irrevocable Letter of Credit for an amount specified as security for the proposed Public Improvements, and for such other purpose or purposes herein mentioned if any, and upon execution of this Development Agreement, the Development Agreement shall be recorded; and,

**Whereas**, the Owner/Developer has also submitted to the Corporate Authorities of the Village certain plans for the development of the Subject Property, which plans are more particularly enumerated as follows and have been submitted to the Plan Commission of Village:

1. Site plans prepared by prepared by Patrick Engineering, Inc. dated September 17, 2004,
2. Building Elevations, prepared by Plunkett Raysich Architects dated September 17, 2004.
3. Landscape Plan, prepared by Daniel Weinbach & Partners, LTD., dated July 14, 2004.
4. Signage package, prepared by Plunkett Raysich Architects dated September 17, 2004 and updated October 18, 2004.

5. Engineering Plan, prepared by Patrick Engineering, Inc. dated September 17, 2004.

The documents listed in this paragraph are attached as Exhibit 2 and made a part hereof (hereinafter referred to as the "Development Plans"). Said Development Plans have been approved by the Corporate Authorities of the Village, and copies thereof have been filed in the office of the Village Clerk of the said Village, which copies by reference thereto are hereby incorporated as a part hereof; and,

**Whereas**, the Owner/Developer has entered into contracts or will enter into contracts for the construction of the Development Plans, including but not limited to, certain Public Improvements and Right-of-Way Improvements required to be made within said development of the Subject Property pursuant to Lombard Village Code; and,

**Whereas**, in lieu of providing all Public Improvements as described and enumerated herein, the Owner/Developer is seeking assurances from the Village that certain Public Improvements will not need to be constructed concurrent with the development of the Subject Property, but can be provided for at a later date; and

**Whereas**, the Village also seeks assurances from the Owner/Developer that contributions for public Right-of-Way Improvements as described and enumerated herein, are provided for by the Owner/Developer at a future date and upon a request from the Village;

**Now, therefore**, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

**Section 1:** Commencement of construction of the Public Improvements detailed in the Development Plans and more fully defined below, may begin only after the Owner/Developer has delivered one or more Irrevocable Letters of Credit in the form attached hereto as Exhibit 3 to the Village and issued by a bank or financial institution approved by the Village in an amount equal to 115% of the Owner/Developer's Engineer's estimate of cost of construction as approved by the Village's engineer or 115% of actual construction cost for the following improvements pertaining to the development as shown on the Development Plans and as further required by the Village as a condition to the approval for the proposed development, as detailed in Exhibit 2. The term "Public Improvements" as defined by Section 154.703 et. seq. of the Village Code and outlined in the Development Plans shall mean the following:

- (a) underground utilities (including water distribution system, sanitary sewer system, and storm sewers) with appurtenances; storm water control systems (including retention or detention ponds, drainage ways and related facilities); and all related grading improvements; and

- (b) parking lot pavement, parking lot curb and gutter, signage, pavement parking and lighting.

**Section 2:** The Owner/Developer agrees to cause the Public Improvements enumerated in Section 1 above to be made and constructed with due dispatch and diligence in accordance with the Development Plans. The Owner/Developer will, when required to bring about progress in the Public Improvement work with due dispatch, take aggressive steps to enforce each contract connected with the construction of said Public Improvements, to the end that said Public Improvements will be duly and satisfactorily completed within the time or times herein mentioned. The Owner/Developer agrees that all work in the construction of said Public Improvements shall be done in a good, substantial and professional manner, that all manufactured materials used therein shall be new and of good quality, that same shall at all times be subject to inspection by the Village, shall all be satisfactory to the Village and shall be subject to the Village's approval. The Owner/Developer will, at its sole cost and expense, furnish all necessary engineering services for said Public Improvements.

**Section 3:** The Public Improvements subject to the Letter of Credit and included within the Development Plans shall be completed within twenty-four (24) months following the recording of this Agreement unless otherwise extended by amendment to this Agreement, consented to by the Corporate Authorities of the Village, with said consent not to be unreasonable withheld. All Letters of Credit, assurances, guarantees, acceptances, and related matters shall comply with the Lombard Village Code. In the event that the Village shall be forced to complete the Public Improvements, the Owner/Developer hereby grants a temporary easement to the Village to facilitate the necessary construction activity. The construction of Public Improvements by the Owner/Developer and issuance of approvals by the Village for the development shall comply with the following schedule:

- (a) Sediment and Erosion Control

Sediment and Erosion control measures shall be implemented as per Chapter 154 of the Lombard Village Code prior to the issuance of building permits or authorization to proceed with mass grading or other improvements to the Subject Property. Said measures shall be maintained during the entire construction process and shall be inspected and repaired as necessary after each significant rainfall. Failure to do so may result in the issuance of a stop work order for any outstanding Public Improvements or building permits.

- (b) Tree preservation measures

All necessary tree preservation measures including tagging of trees to be preserved and fencing around the tree drip lines as delineated on the Tree Survey included in the Development Plans, shall be implemented prior to issuance of building permits,

authorization to proceed with mass grading, or any other improvements to the Subject Property.

(c) Authorization to proceed with Public Improvements

Upon approval of the final engineering plans, receipt of all required fees, approval of the Letter of Credit, recording of this Agreement, and completion of the work referenced in subsections (a) and (b) above, authorization to begin Public Improvements will be given by the Village.

(d) Construction of Storm Water Control System

The storm water management system for that portion of the Subject Property upon which construction activities have begun is to be operational prior to any paving or building construction. An operational storm water management system means that the volume of the storm water detention is adequate for the flow being directed to it and the restrictor outlet is in place and that the system has been reviewed and approved by the Director of Community Development.

(e) Issuance of Building Permits

(1) Foundation-Only Permits

Foundation-only permits may be issued upon completion of adequate construction access to the corresponding building sites and the completion of underground utility work across the street frontage of the subject building site.

(2) Building Permits

Building construction may commence only upon provision of adequate emergency access to the building site (gravel sub base) and an operational fire hydrant within 300 feet of the subject building site.

(f) Acceptance of Public Improvements

(1) Final Record Drawings (as-builts), including final grading and all utilities, shall be submitted for the review and approval of the Director of Community Development prior to acceptance of the Public Improvements.

(2) Engineer's Certification. The Design Engineer is to certify that the detention pond was constructed in accordance with Chapter 151 of the Lombard Village Code, and that the Public Improvements were constructed substantially to plan.

- (3) All deficiencies described in the final punch list shall be satisfactorily completed and approved by the Directors of Public Works and Community Development.
- (4) A maintenance guarantee in the form of a Letter of Credit shall be submitted and approved. Said guarantee and Letter of Credit shall comply with Chapter 154 of the Lombard Village Code.
- (5) The Public Improvements to be dedicated to the Village as described in Section 5, shall be accepted by the Corporate Authorities of the Village. Upon acceptance by the Corporate Authorities of the Village, the installation guarantee (Letter of Credit) shall be returned to the Owner/Developer.
- (6) The maintenance guarantee Letter of Credit, upon inspection and determination that no deficiencies exist, shall be returned at the time of its expiration.

**Section 4:** Construction Damage to Public Improvements:

Care shall be taken to avoid damage to existing public infrastructure, including, but not limited to, utilities and curbs, during construction. Any public infrastructure damaged during construction shall be repaired to the satisfaction of the Village and in compliance with this Agreement and all relevant Village codes and ordinances.

**Section 5:** Dedication of Public Improvements:

Upon approval and acceptance of the aforesaid Public Improvements by the Village, any constructed Public Improvements located within the 15<sup>th</sup> Street, 16<sup>th</sup> Street and Main Street rights-of-way shall become the property of the Village and subject to its control, and if deemed necessary or desirable by the Corporate Authorities of the Village, a formal dedication or conveyance to the Village shall be made by the Owner/Developer.

**Section 6:** Letter of Credit:

It is expressly understood that this Agreement is conditioned upon and subject to the delivery to the Village of the document provided for in Section 1 above from the financial institution approved by the Village, and such approval shall not be unreasonably withheld, and subject to the Corporate Authorities of the Village approving same and placing same on file.

**Section 7:** Notices:

All notices or demands to be given hereunder shall be in writing, and served by either personal service or the mailing of such notice or demand by Certified or Registered Mail, return receipt requested. Said notices shall be provided as follows:



to the Owner/Developer at:

Joliet Diocese  
c/o Christ the King Parish  
1501 South Main Street  
Lombard, Illinois 60148  
Attn: Fr. Peter Jarosz

with a copy to:

Mary Riordan, Ltd.  
980 North Michigan, Suite 950  
Chicago, Illinois 60611  
Attn: Mary Riordan

If to the Village:

Village Manager  
Village of Lombard  
255 East Wilson Avenue  
Lombard, IL 60148

with copies to:

Director of Community Development  
Village of Lombard  
255 East Wilson Avenue  
Lombard, IL 60148

Klein, Thorpe & Jenkins, Ltd.  
20 North Wacker Drive, Suite 1660  
Chicago, Illinois 60606  
Attention: Thomas P. Bayer

or to such other place for any of them as it may in writing designate. Service of any such notice shall be deemed given on the date of personal service or three (3) days from the date of mailing.

**Section 8:** Site Access

Owner/Developer (and its contractors) shall keep all streets that provide access to the Subject Property reasonably clean from all mud, gravel and other debris, at all times during and after construction hours.

**Section 9:** Right-of-Way Improvements within the 15<sup>th</sup> Street right-of-way

The term "Right-of-Way Improvements" as defined by Section 154.703 et. seq. of the Village Code and outlined in the Development Plans shall mean public street and curb improvements, sidewalk, street lighting, watermain, sanitary sewer, storm sewer improvements, and parkway trees and sod.

- (a) For the Right-of-Way Improvements within the 15<sup>th</sup> Street right-of-way as required by Section 154.306(D) of the Lombard Village Code, the Owner/Developer has requested a variation from said Section 154.306 (D) which requires the following Right-of-Way Improvements:
  - (1) Street: From an underimproved right-of-way, full improvement of the street and the adjacent side of the right-of-way is required.
  - (2) Sidewalk: A sidewalk is required on the adjacent side and for the full length of the right-of-way abutting the subject property.
  - (3) Street Lights: Street lights are required along the full length of the adjacent side of the right-of-way.
  - (4) Parkway: Trees and ground cover are required on the adjacent side of the right-of-way.
- (b) Additionally, the Owner/Developer has requested zoning relief from Section 155.705 (C) of the Lombard Village Code requiring parkway trees along the 15<sup>th</sup> Street right-of-way, as well as Section 155.706 (C)(2)(a)(1) of the Lombard Village Code requiring perimeter parking lot trees along the north side of the parking lot.
- (c) As consideration for granting said relief, the Village and the Owner/Developer agree to the following provisions:
  - (1) Concurrent with the development of the Subject Property, the Owner/Developer shall undertake the following activities and complete the following improvements within the 15<sup>th</sup> Street right-of-way:
    - i. surveying the existing ditch line on the South side of the 15<sup>th</sup> Street right-of-way;
    - ii. regrading the ditch line to eliminate any low spots;
    - iii. inspection and cleaning of any existing culverts; and
    - iv. repairing or replacing any culverts, as required by the Village Engineer.
  - (2) Within six (6) months of the completion of the Right-of-Way Improvements within the 15<sup>th</sup> Street right-of-way, either constructed by the Village or as part of an obligation of another private developer, the Owner/Developer shall submit to the Village for review and approval a landscape plan depicting perimeter parking lot trees along the North parking lot, in accordance with Section 155.706(C)(2)(a)(1) of the Lombard Village Code. The Owner/Developer shall install the approved plantings within six (6) months from the date of approval of the submitted

landscape plan. Village shall deliver written notice to Owner/Developer twelve (12) months prior to the commencement of construction of the 15<sup>th</sup> Street right-of-way Public Improvements.

- (3) The Owner/Developer agrees to reimburse the Village for any landscape improvements installed by the Village within the 15<sup>th</sup> Street public-right-of-way that would normally be required as part of the development of the Subject Property as set forth in Section 155.705(C) of the Lombard Village Code.

#### **Section 10:** Special Assessment/Service Provisions

The Owner/Developer agrees that it will not object to the imposition of a Special Service Area or Special Assessment with respect to the construction of any Right-of-Way Improvements affecting the area of the Subject Property and which may become necessary at a future date. The assessment formula for any such future Special Service Area or Special Assessment shall be determined as required by law, taking into account the relative benefit to the Subject Property as a result of the Right-of-Way Improvements that are to be constructed. The Village agrees to provide written notice to the Owner/Developer at least two years prior to the creation of the Special Assessment or Special Service Area.

#### **Section 11:** Additional Conditions

The Owner/Developer shall incorporate the following recommendations of the Plan Commission as part of the development of the Subject Property:

- (a) The Subject Property shall be developed substantially in accordance with the site plans prepared by prepared by Patrick Engineering, Inc. dated September 17, 2004, Building Elevations, prepared by Plunkett Raysich Architects dated September 17, 2004. The Landscape Plan, prepared by Daniel Weinbach & Partners, LTD., dated July 14, 2004, the Signage package included as part of the petition prepared by Plunkett Raysich Architects dated September 17, 2004, and as revised and updated by Plunkett Raysich Architects and submitted October 18, 2004, and the Engineering Plan, prepared by Patrick Engineering, Inc. dated September 17, 2004.
- (b) All comments in the Inter-Departmental Review Committee Report, attached hereto as Exhibit 3 and made a part hereof, shall be satisfactorily addressed as part of a building permit application.
- (c) Provided that the Phase II development is proposed to be constructed is in substantial accordance with the Development Plans attached hereto as Exhibit 2, the Owner/Developer shall submit the Phase II development plans to the

Lombard Plan Commission for site plan approval, prior to construction. Should the plans not be in substantial accordance with the submitted plans, the Owner/Developer shall submit amended and revised plans to the Village as part of a public hearing application for an amendment to the approved conditional use for a planned development and for an amendment to an approved conditional use for a religious institution and private school.

- (d) Other than the signage relief approved as part of this petition, all other signage shall meet the area and height requirements as noted within Chapter 153 of the Lombard Village Code.

**Section 12: Acceptance:**

Public Improvements located within the public right of way will be accepted by the Corporate Authorities of the Village, after certification by the Village Engineer and Director of Community Development that said Public Improvements are in compliance with previously approved plans, specifications, and relevant codes and ordinances, with said certification to not be unreasonable withheld or delayed. All required fees and procedures shall be provided prior to such acceptance. The Owner/Developer shall hold the Village free and harmless and indemnify the Village, its agents, officers and, employees from any and all claims, damages, judgments, costs and settlements including, but not limited to, attorneys' fees that may arise from construction, use, repair, or maintenance of said Public Improvements before they are accepted by the Village.

**Section 13: Binding Effect and Term and Covenants Running with the Land:**

This Agreement has been executed on behalf of the Village pursuant to action taken by the Corporate Authorities of said Village at a meeting of said Corporate Authorities duly held on November 18, 2004.

This Agreement has been executed by the Owner/Developer pursuant to action taken by the \_\_\_\_\_ of said Owner/Developer on \_\_\_\_\_, 2004 and shall be binding on the heirs and assigns of the Owner/Developer.

This Agreement shall automatically expire upon the expiration of the maintenance guarantee Letter of Credit required at the time of acceptance of the Public Improvements as set forth in Subsection 3(f)(4) above or until twenty-four (24) months after the Public Improvements have been completed within the 15<sup>th</sup> Street right-of-way, whichever occurs last.

**Section 14: Defaults and Remedies**

In the event of any non-monetary default and/or breach of this Agreement or any terms or conditions by either party hereto or bound by this Agreement, such party shall upon written notice proceed promptly to cure or remedy such default or breach within said sixty (60) days after receipt of such notice; provided, however, that in the event such default is incapable of being cured within said sixty (60) day period and the defaulting party commences to cure within said sixty (60) day period and proceeds to cure with due diligence, such party shall not be deemed to be in default under this Agreement. In case such action is not taken or not diligently pursued or the default or breach shall not be cured or remedied within the above time or in the event of a monetary default (time being of the essence with respect to the payment of any sums required hereunder), the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach including but not limited to proceedings to compel specific performance by the party in default or breach of its obligations, but not specific performance of any obligations to construct any buildings or other improvements (exclusive of the Public Improvements). The rights of the parties to this Agreement, whether provided by law or this Agreement, shall be cumulative and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it of any one or more of such remedies in relation to the same default or breach by the other party. No waiver made by either party with respect to any specific default by the other party under this Agreement shall be construed as a waiver of rights with respect to any other default by the defaulting party under this Agreement or with respect to the particular default except to the extent specifically waived in writing. Notwithstanding anything contained herein to the contrary, all monetary damages resulting from a breach of this Agreement shall be limited to the non-defaulting party's actual out of pocket costs and expenses resulting from such breach along with all costs and expenses, including reasonable attorneys' fees, incurred by the non-defaulting party in enforcing this Agreement. In the event of any litigation between the parties hereto resulting from a breach of this Agreement, the prevailing party in such litigation, as determined by final judgment, shall be entitled to an award of its attorneys' fees and costs incurred in such litigation.

**In witness whereof**, the parties hereto have caused these presents to be duly executed on their behalf respectively and have caused their respective Corporate Seals to be affixed hereto, all as of the day and year first above written.

Owner/Developer:

By: \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_

Village of Lombard:

By: \_\_\_\_\_

Village President

Attest: \_\_\_\_\_

Deputy Village Clerk

**EXHIBIT 1**

**LEGAL DESCRIPTION FOR  
1501 SOUTH MAIN STREET, LOMBARD, ILLINOIS  
(THE SUBJECT PROPERTY)**

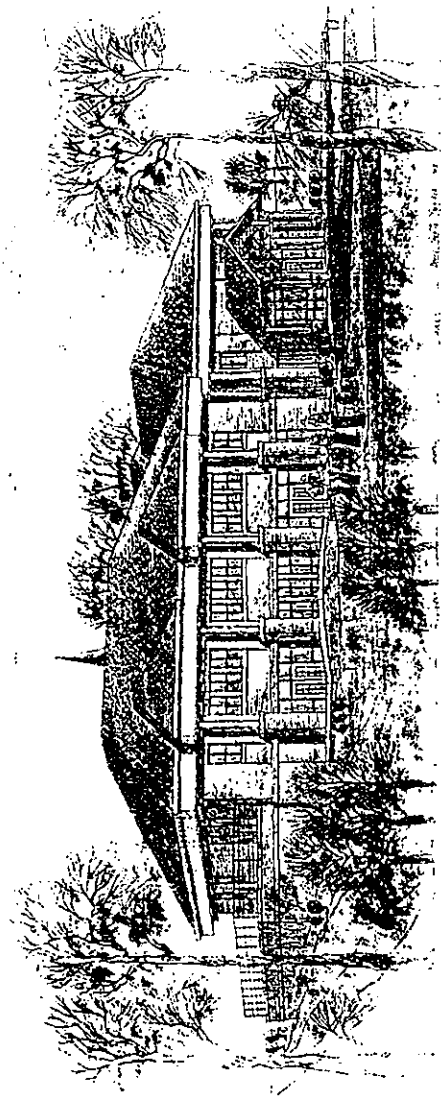
THE SOUTH 406.0 FEET AS MEASURED ON THE WEST LINE OF THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF HARRISON HOMES, INC. LOMBARD VILLA UNIT #1, ALSO LOT D IN SAID HARRISON HOMES, INC. LOMBARD VILLA UNIT #1, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THEREFROM THE SOUTH 40.00 FEET AND EXCEPT THE WEST 50.00 FEET, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 702001, IN DUPAGE COUNTY, ILLINOIS.

Parcel Number: 06-20-105-001

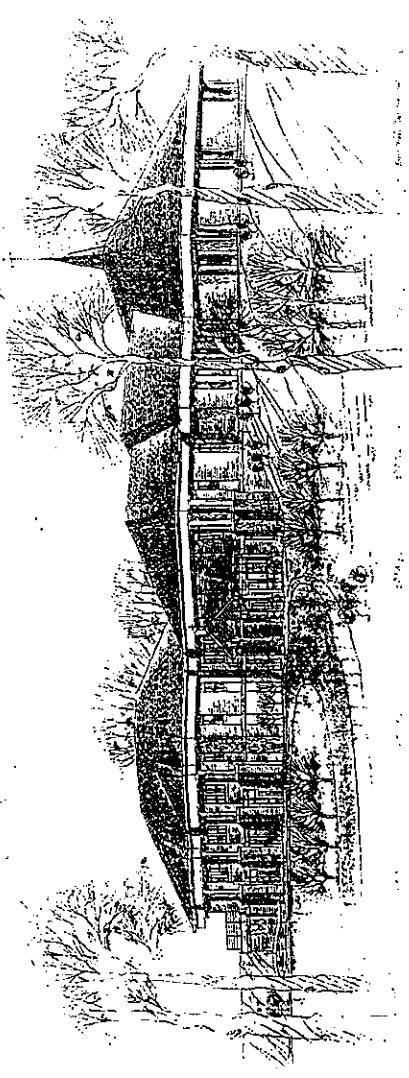
**EXHIBIT 2**

**DEVELOPMENT PLANS FOR SUBJECT PROPERTY**



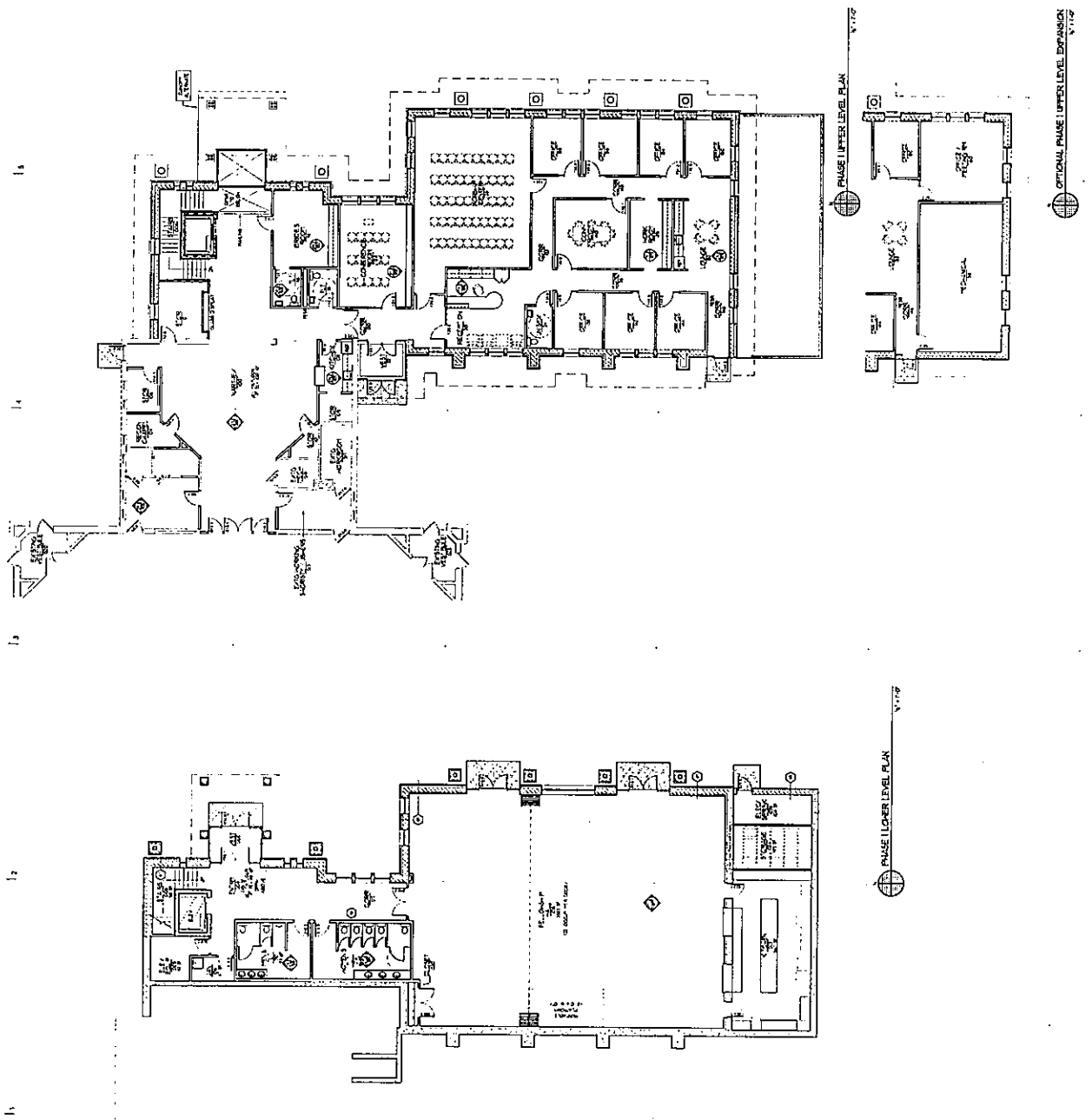


VIEW TOWARDS NORTHWEST

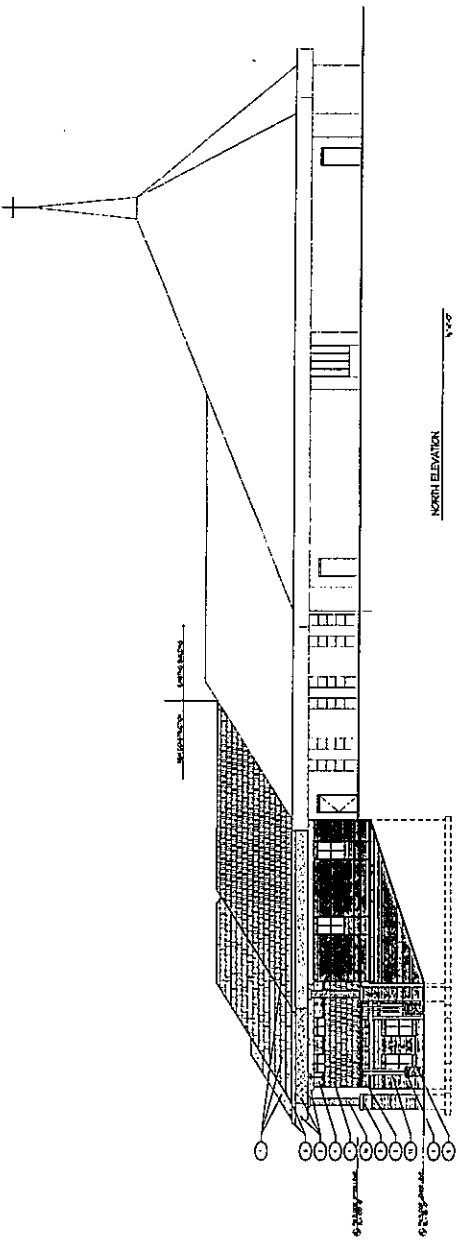


VIEW TOWARDS SOUTHWEST

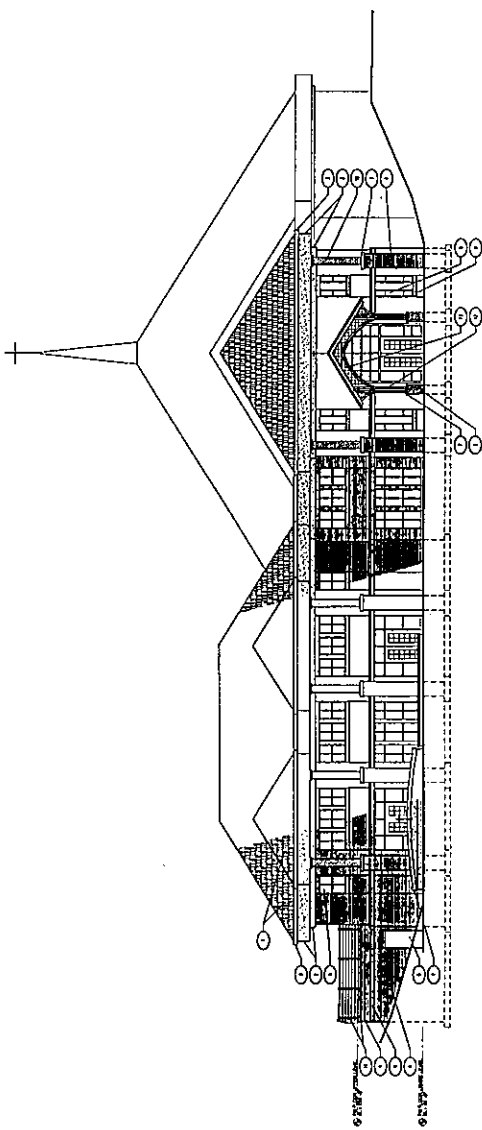




| EXTERIOR FINISH MATERIALS SCHEDULE |                             |
|------------------------------------|-----------------------------|
| 1                                  | APPLY FINISHES              |
| 2                                  | PREPARE SURFACES            |
| 3                                  | PREPARE SURFACES            |
| 4                                  | FACE BRICK (FIELD)          |
| 5                                  | FACE BRICK (ACQUIT)         |
| 6                                  | GLAZED TERRAZZO             |
| 7                                  | 3/4" CONC. CAN.             |
| 8                                  | ALUMINUM BROWSEMENT         |
| 9                                  | ALUMINUM BROWSEMENT         |
| 10                                 | PRECAST CONCRETE SLAB BANDS |
| 11                                 | PRECAST CONCRETE SLAB BANDS |
| 12                                 | PAINTED ALUMINUM            |
| 13                                 | PAINTED ALUMINUM            |
| 14                                 | PAINTED ALUMINUM            |
| 15                                 | PAINTED ALUMINUM            |
| 16                                 | PAINTED ALUMINUM            |
| 17                                 | PAINTED ALUMINUM            |
| 18                                 | PAINTED ALUMINUM            |
| 19                                 | PAINTED ALUMINUM            |
| 20                                 | PAINTED ALUMINUM            |
| 21                                 | PAINTED ALUMINUM            |
| 22                                 | PAINTED ALUMINUM            |
| 23                                 | PAINTED ALUMINUM            |
| 24                                 | PAINTED ALUMINUM            |
| 25                                 | PAINTED ALUMINUM            |
| 26                                 | PAINTED ALUMINUM            |
| 27                                 | PAINTED ALUMINUM            |
| 28                                 | PAINTED ALUMINUM            |
| 29                                 | PAINTED ALUMINUM            |
| 30                                 | PAINTED ALUMINUM            |
| 31                                 | PAINTED ALUMINUM            |
| 32                                 | PAINTED ALUMINUM            |
| 33                                 | PAINTED ALUMINUM            |
| 34                                 | PAINTED ALUMINUM            |
| 35                                 | PAINTED ALUMINUM            |
| 36                                 | PAINTED ALUMINUM            |
| 37                                 | PAINTED ALUMINUM            |
| 38                                 | PAINTED ALUMINUM            |
| 39                                 | PAINTED ALUMINUM            |
| 40                                 | PAINTED ALUMINUM            |
| 41                                 | PAINTED ALUMINUM            |
| 42                                 | PAINTED ALUMINUM            |
| 43                                 | PAINTED ALUMINUM            |
| 44                                 | PAINTED ALUMINUM            |
| 45                                 | PAINTED ALUMINUM            |
| 46                                 | PAINTED ALUMINUM            |
| 47                                 | PAINTED ALUMINUM            |
| 48                                 | PAINTED ALUMINUM            |
| 49                                 | PAINTED ALUMINUM            |
| 50                                 | PAINTED ALUMINUM            |
| 51                                 | PAINTED ALUMINUM            |
| 52                                 | PAINTED ALUMINUM            |
| 53                                 | PAINTED ALUMINUM            |
| 54                                 | PAINTED ALUMINUM            |
| 55                                 | PAINTED ALUMINUM            |
| 56                                 | PAINTED ALUMINUM            |
| 57                                 | PAINTED ALUMINUM            |
| 58                                 | PAINTED ALUMINUM            |
| 59                                 | PAINTED ALUMINUM            |
| 60                                 | PAINTED ALUMINUM            |
| 61                                 | PAINTED ALUMINUM            |
| 62                                 | PAINTED ALUMINUM            |
| 63                                 | PAINTED ALUMINUM            |
| 64                                 | PAINTED ALUMINUM            |
| 65                                 | PAINTED ALUMINUM            |
| 66                                 | PAINTED ALUMINUM            |
| 67                                 | PAINTED ALUMINUM            |
| 68                                 | PAINTED ALUMINUM            |
| 69                                 | PAINTED ALUMINUM            |
| 70                                 | PAINTED ALUMINUM            |
| 71                                 | PAINTED ALUMINUM            |
| 72                                 | PAINTED ALUMINUM            |
| 73                                 | PAINTED ALUMINUM            |
| 74                                 | PAINTED ALUMINUM            |
| 75                                 | PAINTED ALUMINUM            |
| 76                                 | PAINTED ALUMINUM            |
| 77                                 | PAINTED ALUMINUM            |
| 78                                 | PAINTED ALUMINUM            |
| 79                                 | PAINTED ALUMINUM            |
| 80                                 | PAINTED ALUMINUM            |
| 81                                 | PAINTED ALUMINUM            |
| 82                                 | PAINTED ALUMINUM            |
| 83                                 | PAINTED ALUMINUM            |
| 84                                 | PAINTED ALUMINUM            |
| 85                                 | PAINTED ALUMINUM            |
| 86                                 | PAINTED ALUMINUM            |
| 87                                 | PAINTED ALUMINUM            |
| 88                                 | PAINTED ALUMINUM            |
| 89                                 | PAINTED ALUMINUM            |
| 90                                 | PAINTED ALUMINUM            |
| 91                                 | PAINTED ALUMINUM            |
| 92                                 | PAINTED ALUMINUM            |
| 93                                 | PAINTED ALUMINUM            |
| 94                                 | PAINTED ALUMINUM            |
| 95                                 | PAINTED ALUMINUM            |
| 96                                 | PAINTED ALUMINUM            |
| 97                                 | PAINTED ALUMINUM            |
| 98                                 | PAINTED ALUMINUM            |
| 99                                 | PAINTED ALUMINUM            |
| 100                                | PAINTED ALUMINUM            |

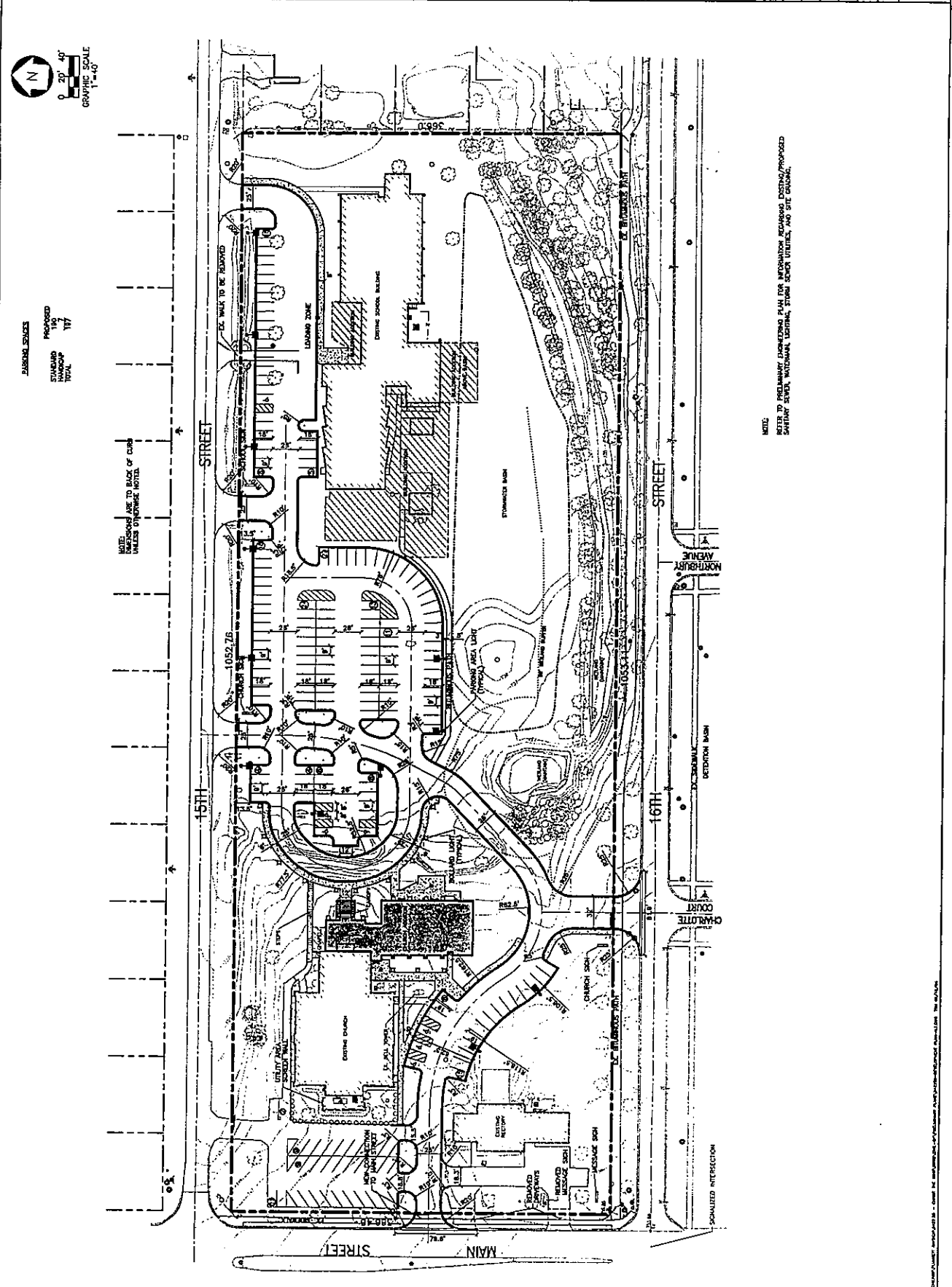


**NORTH ELEVATION**



**EAST ELEVATION**

|                                                                                                                                                                    |  |                                                                         |  |                                                                                       |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------|--|
| <b>PATRICK</b><br>ENGINEERING INC.<br>1400 N. WILSON AVENUE<br>SUITE 200<br>CHICAGO, IL 60642<br>TEL: (773) 344-1100<br>FAX: (773) 344-1101<br>WWW.PATRICK-ENG.COM |  | <b>CHRIST THE KING CHURCH</b><br>LOMBARD, IL<br>FUTURE DEVELOPMENT PLAN |  | <b>OWNER</b><br>CHRIST THE KING CHURCH<br>1501 SOUTH MAIN STREET<br>LOMBARD, IL 60148 |  |
| SHEET No.<br><b>C3</b>                                                                                                                                             |  | PROJECT No.: 9432.00                                                    |  | DATE: 09/17/04                                                                        |  |
| SCALE: 1"=40'                                                                                                                                                      |  | DESIGNED BY: MJS                                                        |  | CHECKED BY: CJS/TSN                                                                   |  |
| DRAWN BY:                                                                                                                                                          |  | APPROVED BY: AFS                                                        |  | DATE: 09/17/04                                                                        |  |
| DATE: 09/17/04                                                                                                                                                     |  | PROJECT No.: 9432.00                                                    |  | SHEET No.                                                                             |  |
| 3 OF 5 SHEETS                                                                                                                                                      |  |                                                                         |  |                                                                                       |  |



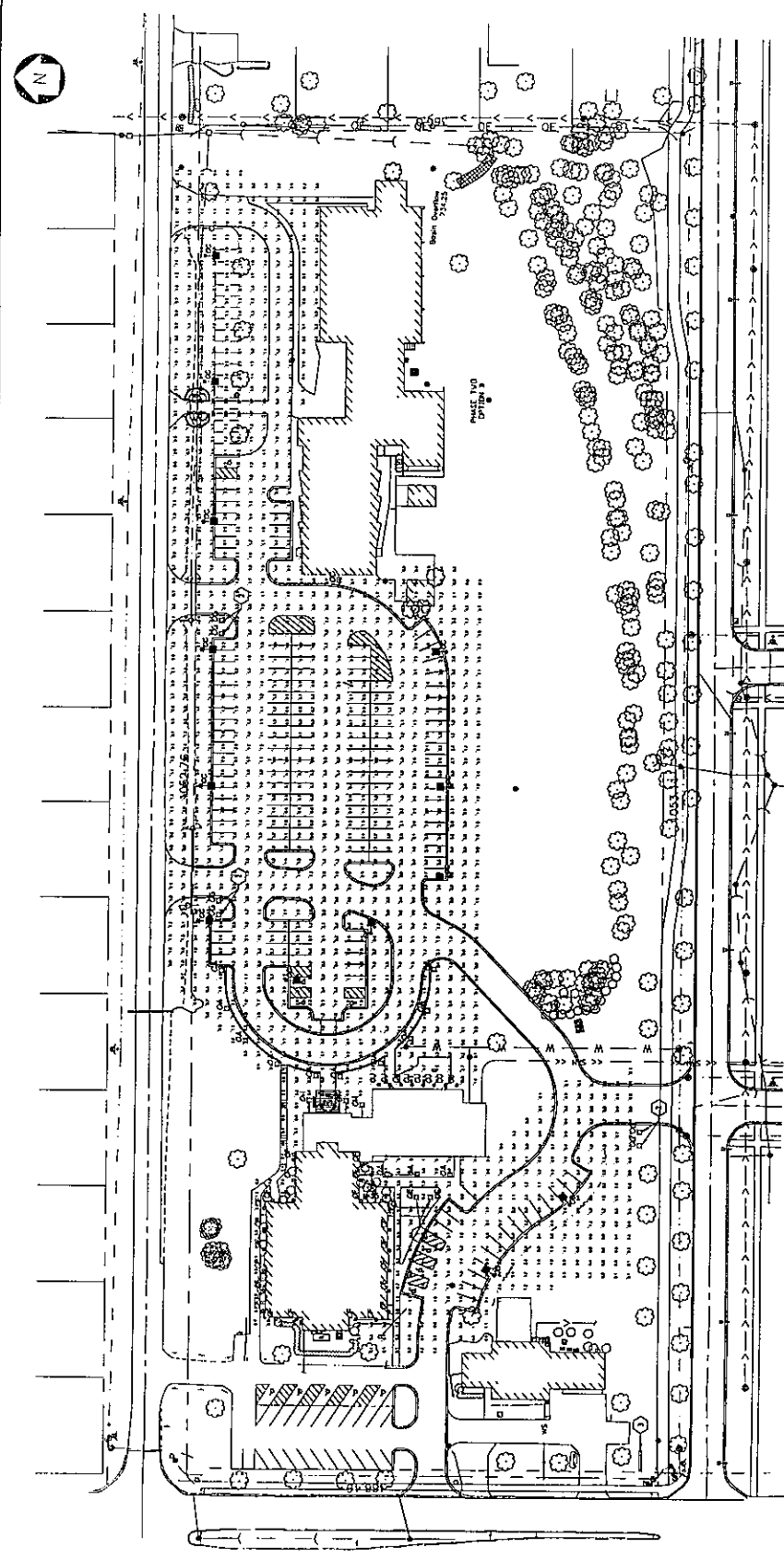




OWNER  
THE KING CHURCH  
1014 MAIN STREET  
NARD, IL 60148

CHRIST THE KING CHURCH  
LOMBARD, IL

**PATRICK**  
ENGINEERING INC.  
1701 JAMES PEARSON  
LAW & POLYMER CENTER  
http://www.patrickeng.com

[illegible][illegible]

USE LEFT COLUMN FOR DATA

| KEY NOTES:                         |  |
|------------------------------------|--|
| ① WELL SORTED SAND                 |  |
| ② WELL SORTED GR-S. GRAVEL POINTED |  |
| ③ TENDENTLY 1/2 SAND               |  |

| CALCULATIONS STATISTICS: |         |
|--------------------------|---------|
| AVERAGE                  | 28 %    |
| NUMBER                   | 31 %    |
| MEAN                     | 63 %    |
| COEFFICIENT              | 33.16 % |
| LEFT HAND FACTOR         | 7       |

PRELIMINARY SET  
NOT  
FOR CONSTRUCTION



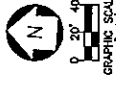






CHRIST THE KING CHURCH  
LOMBARD, IL

0029-9246/92/0004-0000\$10.00/0  
© 1992 by Blackwell Science Ltd  
**BJO**

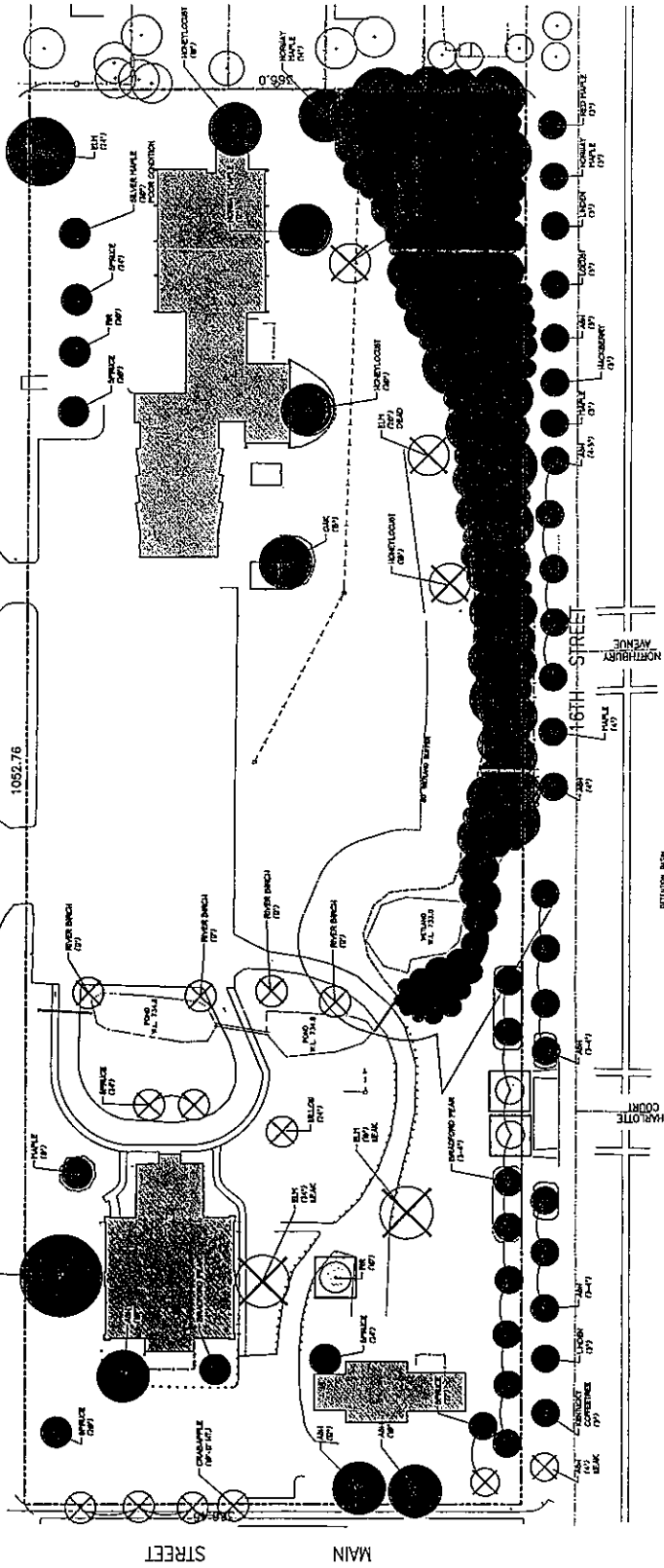
[illegible]

|                         |          |           |
|-------------------------|----------|-----------|
| STANDARD HANDICAP TOTAL | PROPOSED | FUTURE    |
|                         | 191      | 18        |
|                         | <u>7</u> | <u>16</u> |
|                         | 198      |           |



DANIEL WEINBACH  
&  
PARTNERS, LTD.  
Landscape Architects  
33 W. Jackson Blvd., Suite 400  
Chicago, Illinois 60604  
Tel: 312.427.3888  
Fax: 312.427.3444

15TH STREET



KEY

- EXISTING TREE
- EXISTING TREE TO BE RELOCATED
- EXISTING TREE TO BE REMOVED
- TREE PROTECTION FENCE (ORANGE UNCLIMBED)

### TREE PROTECTION NOTES

1. TREES TO BE REMOVED SHALL BE TAGGED BY THE LANDSCAPE ARCHITECT.
2. FINAL TREE PROTECTION FENCE LOCATIONS TO BE APPROVED BY THE LANDSCAPE ARCHITECT.
3. ALL REMOVED TREES THAT ARE IMAGED BY CONSTRUCTION SHALL BE 300% REPRODUCED. TAGGED, ETC. AS REQUIRED WORK TO BE BY A QUALIFIED PERSONNEL, ACCORDING TO THE TREE TAGGING STANDARDS SET BY ANSI Z39.1 AND ANSI Z39.2. (SEE ALSO NOTE 4.)
4. PROTECTIVE FENCES SHALL BE PLACED TO MAINTAIN THE PROTECTION OF THE CRITICAL ROOT ZONE. PROTECTIVE FENCES SHALL BE MAINTAINED PRIOR TO ANY CONSTRUCTION ACTIVITIES AND SHALL BE MAINTAINED UNTIL CONSTRUCTION IS COMPLETE.
5. NO MATERIALS SHALL BE STORED AND NO VEHICLES SHALL DRIVE WITHIN THE TREE PROTECTION FENCING.

① TREE SURVEY  
SCALE: 1" = 40' 0"

CHRIST THE KING  
CHURCH

LOMBARD, ILLINOIS

TREE SURVEY  
AND  
PRESERVATION PLAN

Sheet No. 04-196  
Scale 1"=40'-0"  
Drawn by  
Approved  
L-1.0



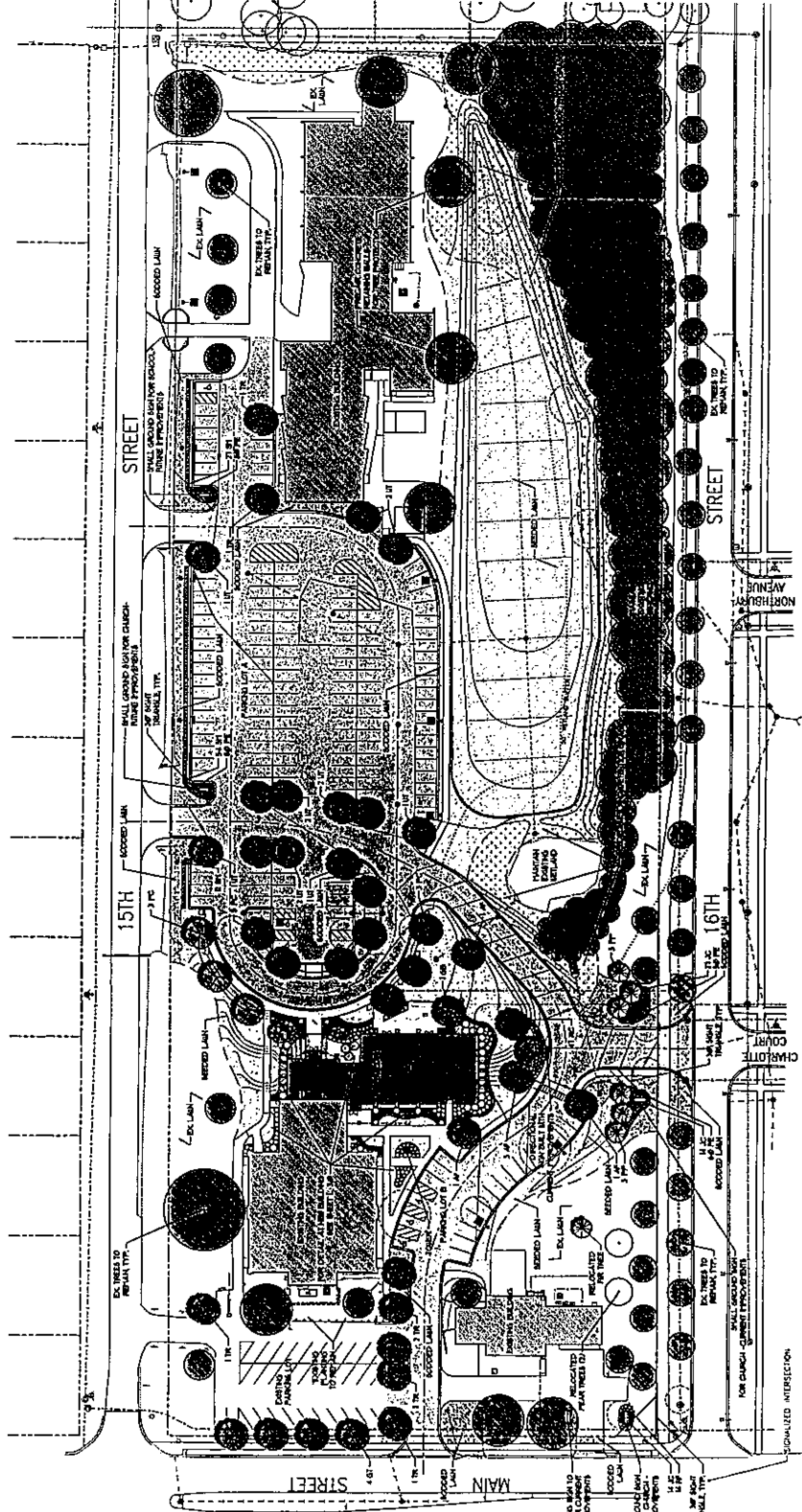
DANIEL WEINBACH  
&  
PARTNERS, LTD.  
Landscape Architects  
33 W. Jackson Rd., Suite 100  
Chicago, Illinois 60604  
Tel: 312-467-1100  
Fax: 312-467-1148

CHRIST THE KING  
CHURCH

LOMBARD, ILLINOIS

CURRENT  
IMPROVEMENTS  
LANDSCAPE PLAN

Scale: 1" = 40'-0"  
Date: 7/1/04  
Job: 11-002-07  
Drawing: L-2.0



### PARKING LOT CALCULATIONS

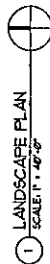
EXISTING PARKING LOT - 0.434 AC.  
EXISTING GREEN SPACE - 0.152 AC. (AND 5 TREES)  
400 SF PROVIDED - 11 (AND 1 TREE)

NEW PARKING LOTS A.T.D. - 1.934 AC.

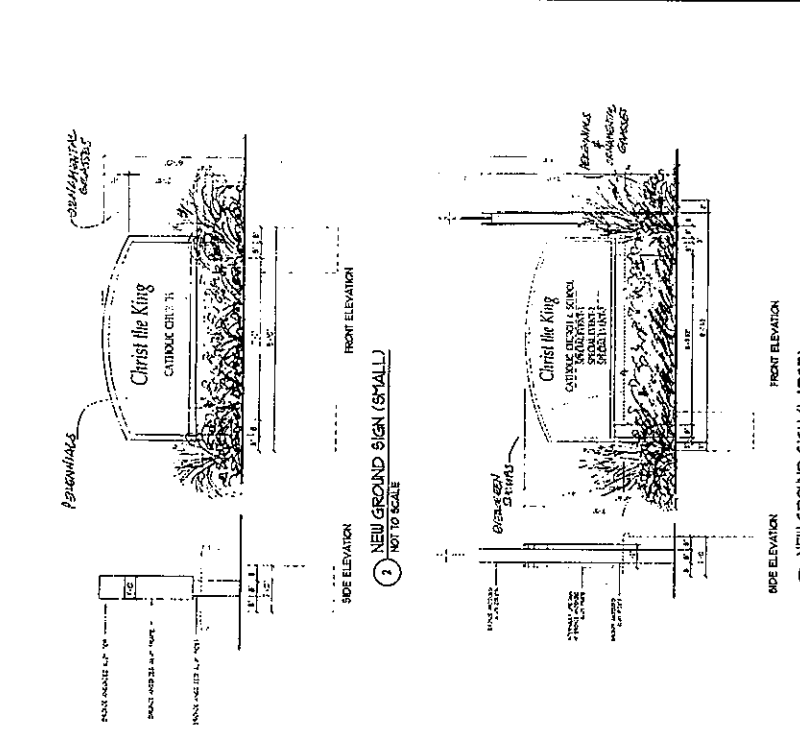
3% GREEN SPACE REQUIRED - 3,745 SF. (AND 3 TREES)  
6,700 SF. GREEN SPACE REQUIRED - 8% (AND 31 TREES)

### PLANT LIST

| CODE | BOTANICAL NAME                  | COMMON NAME                     | SIZE        | ROOT  | TOTAL | ADDITIONAL NOTES |
|------|---------------------------------|---------------------------------|-------------|-------|-------|------------------|
| DE   | DECIDUOUS TREES - SINGLE TRUNK  |                                 |             |       |       |                  |
| AE   | AMERICAN ELM                    | AMERICAN ELM                    | 1 1/2" CAL. | BIS   | 6     | BRANCHED UP 6"   |
| AS   | AMERICAN Sycamore               | AMERICAN Sycamore               | 1 1/2" CAL. | BIS   | 1     | BRANCHED UP 6"   |
| GT   | GLABRA TRICANTHOS NERPA WATLINE | GLABRA TRICANTHOS NERPA WATLINE | 1 1/2" CAL. | BIS   | 4     | BRANCHED UP 6"   |
| PC   | PRINCE OF WALES YEW             | PRINCE OF WALES YEW             | 1 1/2" CAL. | BIS   | 11    | BRANCHED UP 6"   |
| TR   | TRIALA AMERICANA WEDDING        | TRIALA AMERICANA WEDDING        | 1 1/2" CAL. | BIS   | 8     | BRANCHED UP 6"   |
| UT   | ULMUS X TRICANTHOS              | ULMUS X TRICANTHOS              | 1 1/2" CAL. | BIS   | 8     | BRANCHED UP 6"   |
| EV   | EVERGREEN TREES                 |                                 |             |       |       |                  |
| PP   | PIZZA PUMPKIN                   | PIZZA PUMPKIN                   | 8" HT.      | BIS   | 6     |                  |
| DE   | DECIDUOUS AND EVERGREEN SHRUBS  |                                 |             |       |       |                  |
| AC   | ANEMONE CHENSIS WARGENT         | ANEMONE CHENSIS WARGENT         | 7" WID.     | BIS   | 35    | SPACED AS SHOWN  |
| RC   | ROSA CARBONIA WARGENT           | ROSA CARBONIA WARGENT           | 7" WID.     | BIS   | 41    | SPACED AS SHOWN  |
| RF   | ROSA FLOIDA CARPET PINK         | ROSA FLOIDA CARPET PINK         | 7" WID.     | BIS   | 14    | SPACED AS SHOWN  |
| ST   | STYRIA PETER PAILON             | STYRIA PETER PAILON             | 7" WID.     | BIS   | 33    | SPACED AS SHOWN  |
| PE   | PERENNIALS AND GROUNDCOVERS     |                                 |             |       |       |                  |
| PE   | PERENNIALS                      | PERENNIALS                      | 1" TALL     | CONT. | 710   | SPACED W. O.C.   |



**DANIEL WEINBACH & PARTNERS, LTD.**  
 Landscape Architects  
 33 W. Center Rd., Suite 100  
 Oakbrook, IL 60171  
 Tel: 630-584-1000  
 Fax: 630-584-1001



**PLANT LIST**

| CODE | SCIENTIFIC NAME                         | COMMON NAME                            | SIZE    | ROOT | TOTAL | ADDITIONAL NOTES |
|------|-----------------------------------------|----------------------------------------|---------|------|-------|------------------|
| TS   | THALIA X SOLANUM                        | SALER MAGNOLIA                         | 8' HT.  | BID  | 12    | MULTI-STEM       |
| EA   | ELONITIS ALATIS 'CONTACTUS'             | DUARF DURING BUSH                      | 4' HT.  | BID  | 1     | SPACED AS SHOWN  |
| EA-6 | ELONITIS ALATIS 'CONTACTUS'             | DUARF DURING BUSH                      | 6' HT.  | BID  | 3     | SPECIFIC QUALITY |
| AC   | JANPERUS GIBBERUS 'SEA GREEN'           | SEA GREEN JAMPER                       | 8' SPD. | BID  | 73    | SPACED AS SHOWN  |
| RK   | ROSA 'NOZZOUT'                          | NOZZOUT ROSE                           | 5' GAL. | CONT | 71    | SPACED AS SHOWN  |
| SS   | SPREA X BIMALDA 'PROBELL'               | PROBELL SPREA                          | 8' SPD. | BID  | 18    | SPACED AS SHOWN  |
| ST   | STONIA 'ETERI 'FALBY'                   | DUARF KOREAN LILAC                     | 8' HT.  | BID  | 60    | SPACED AS SHOWN  |
| VO   | VOUNAT 'CENTAUNT' 'AUTUM JAZZ'          | ARROWWOOD VOUNAT                       | 4' HT.  | BID  | 15    | SPACED AS SHOWN  |
| VI   | VOUNAT X JAZZ                           | JAZZ VOUNAT                            | 30' HT. | BID  | 4     | SPACED AS SHOWN  |
| TH   | THALIA X SOLANUM                        | DENSE TEU                              | 8' SPD. | BID  | 150   | SPACED AS SHOWN  |
| PE   | PERNITIA 'BLACK EYED BIAN' 'JUNIP' 'SP' | BERNIT MAX PER GERMANI                 | 4' GAL. | CONT | 44    | SPACED W/ OC     |
| CC   | CORDON ROSEA                            | BLUE HILL SALICA 'HAPPY REIDING DAILY' | 3' POT  | CONT | 80    | SPACED W/ OC     |
| CC   | PURPLE LEAF INTERSEPER                  | PURPLE LEAF INTERSEPER                 | 3' POT  | CONT | 80    | SPACED W/ OC     |

1 LANDSCAPE PLAN  
 SCALE: 1" = 30'-0"

**CHRIST THE KING CHURCH**  
 LOMBARD, ILLINOIS

**CURRENT IMPROVEMENTS DETAIL PLAN**

Project No. 198  
 Date: 7/14/04  
 Scale: 1" = 30'-0"  
 Sheet No. L-3.0



DANIEL WEINBACH  
&  
PARTNERS, LTD.  
Landscape Architects  
31 W. Jackson Blvd., Ste. 1100  
Chicago, Illinois 60604  
312.427.2444  
info@dwllc.com

Project: CHRIST THE KING CHURCH  
Location: LOMBARD, ILLINOIS  
Scale: 1"=40'-0"  
Date: 12/14/2014  
Drawn by: [blank]  
Checked by: [blank]  
Approved by: [blank]

1. VILLAGE APPROVAL 04/15/14  
2. VILLAGE BOARD REVIEW 04/20/14

Project: CHRIST THE KING CHURCH

Location: LOMBARD, ILLINOIS

Scale: 1"=40'-0"

Date: 12/14/2014

Drawn by: [blank]

Checked by: [blank]

Approved by: [blank]

Project: CHRIST THE KING CHURCH

Location: LOMBARD, ILLINOIS

Scale: 1"=40'-0"

Date: 12/14/2014

Drawn by: [blank]

Checked by: [blank]

Approved by: [blank]

Project: CHRIST THE KING CHURCH

Location: LOMBARD, ILLINOIS

Scale: 1"=40'-0"

Date: 12/14/2014

Drawn by: [blank]

Checked by: [blank]

Approved by: [blank]

Project: CHRIST THE KING CHURCH

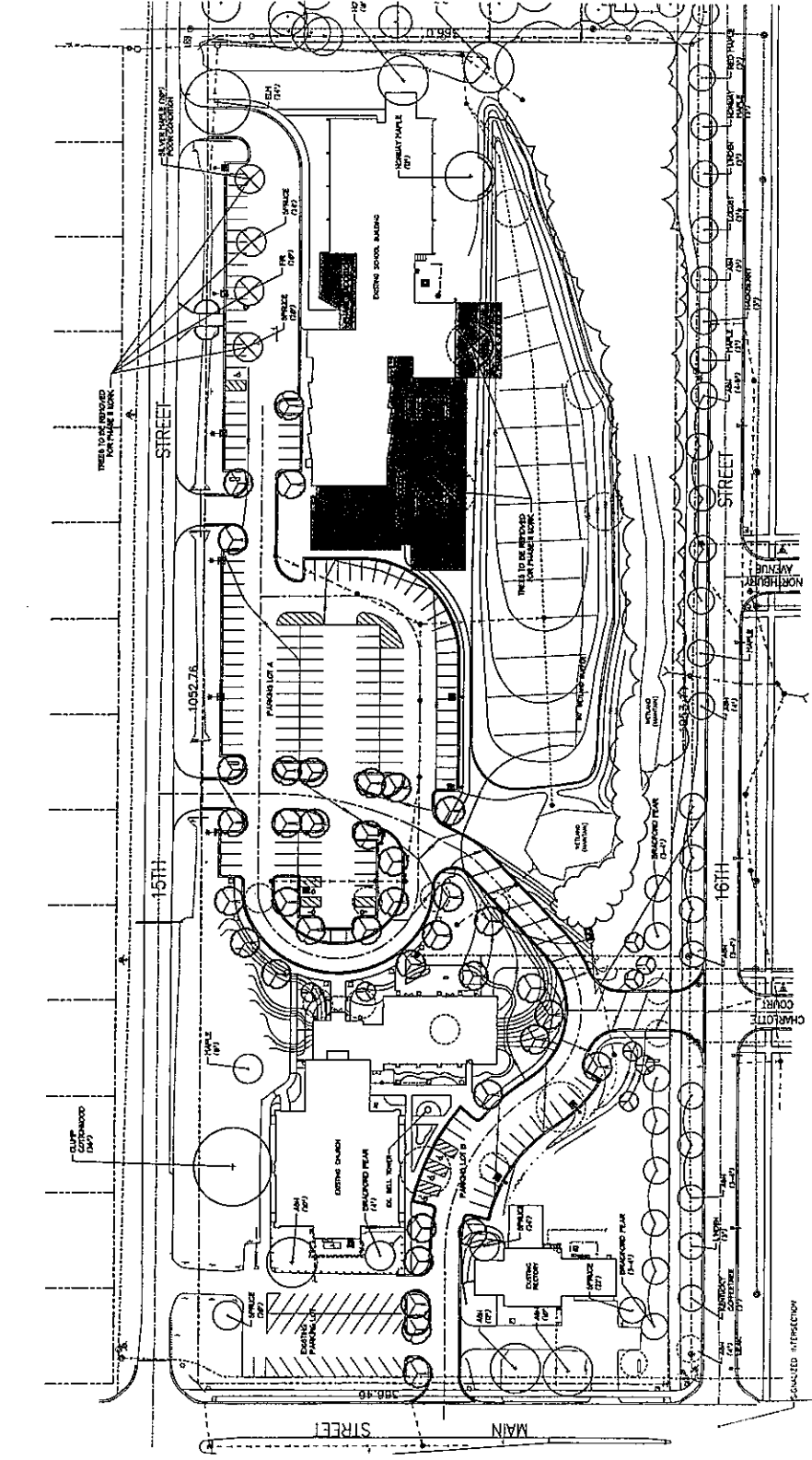
Location: LOMBARD, ILLINOIS

Scale: 1"=40'-0"

Date: 12/14/2014

Drawn by: [blank]

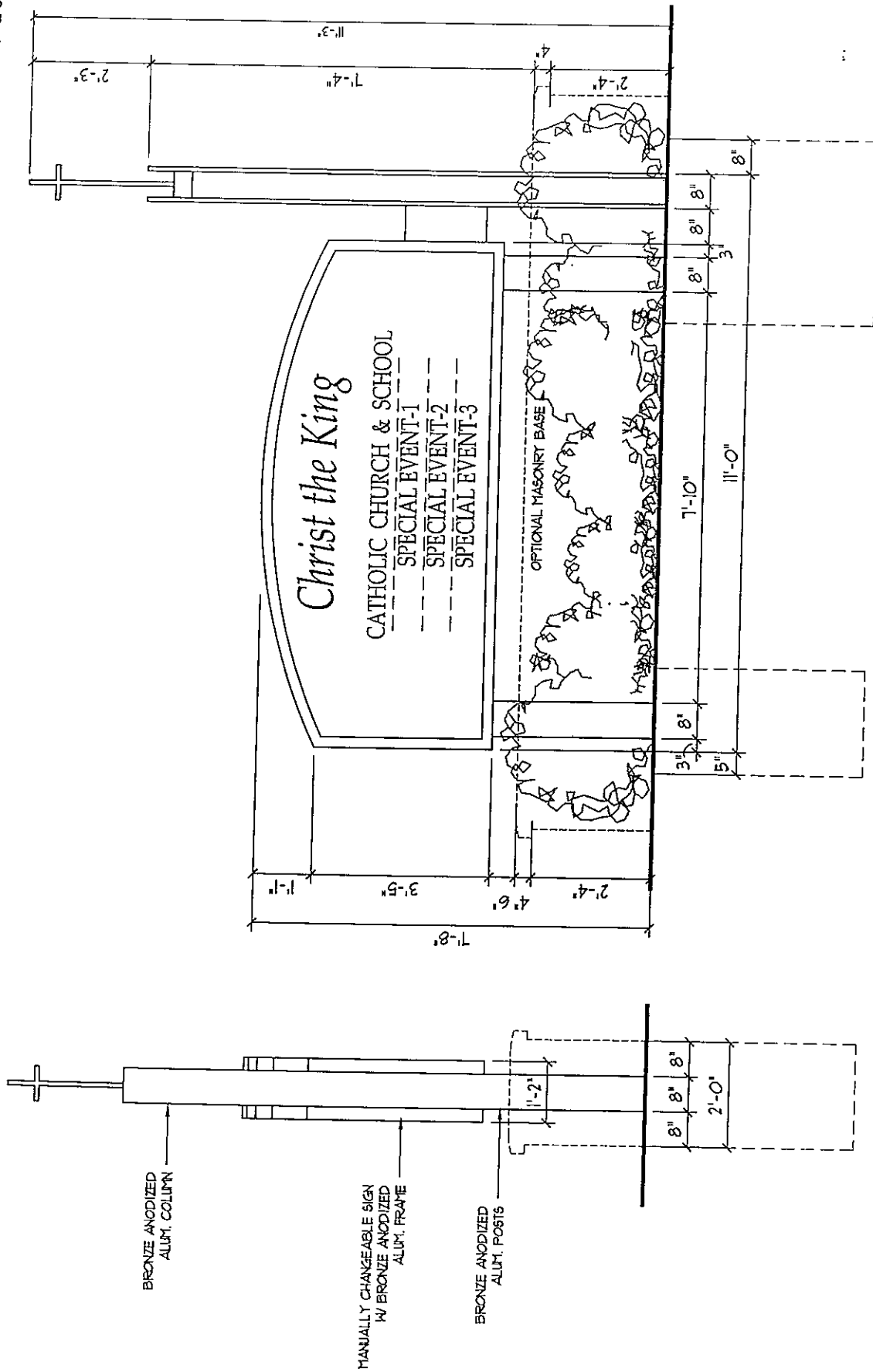
Checked by: [blank]



① LANDSCAPE PLAN  
SCALE: 1"=40'-0"

PHASE II ADDITION ZONE



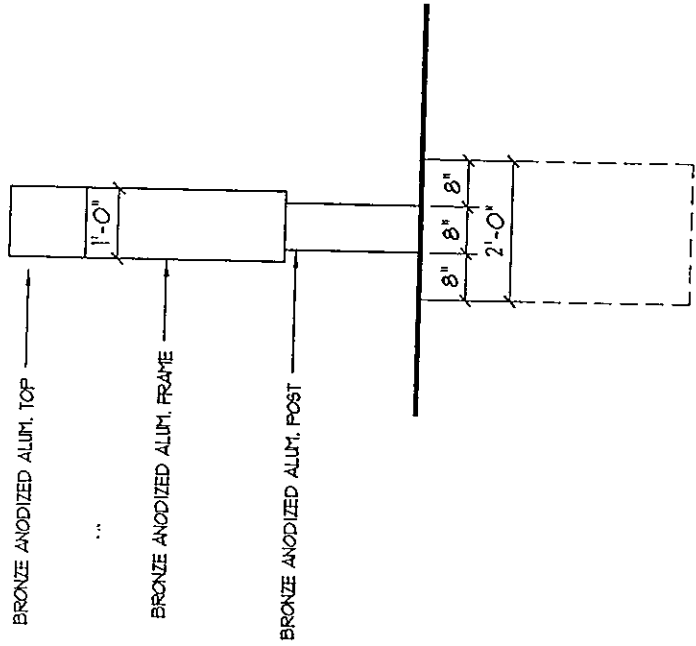


SIDE ELEVATION

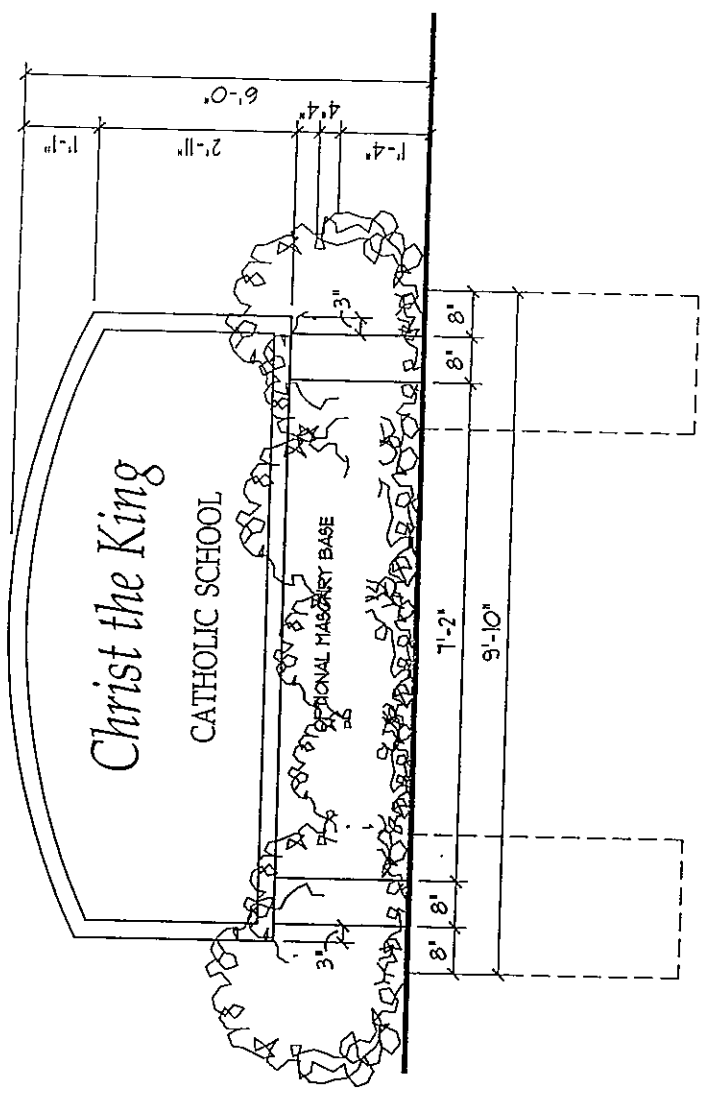
FRONT ELEVATION

NEW GROUND SIGN (LARGE)

3/8" x 1'-0"



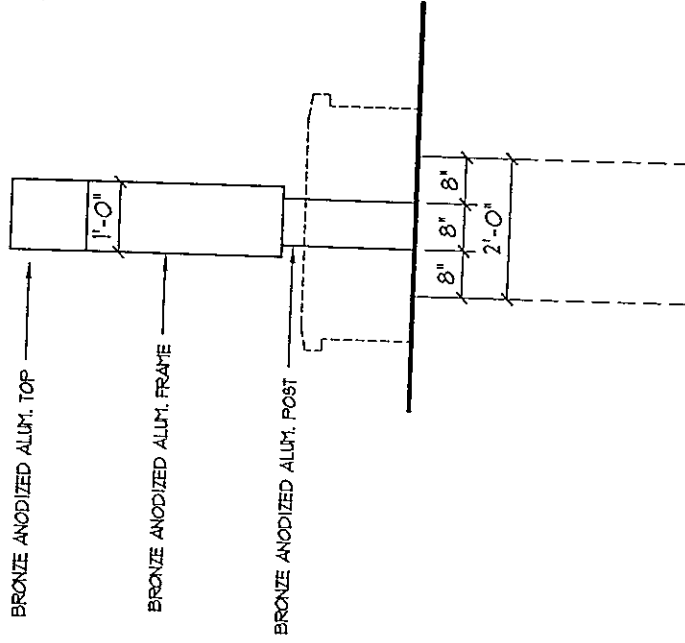
SIDE ELEVATION



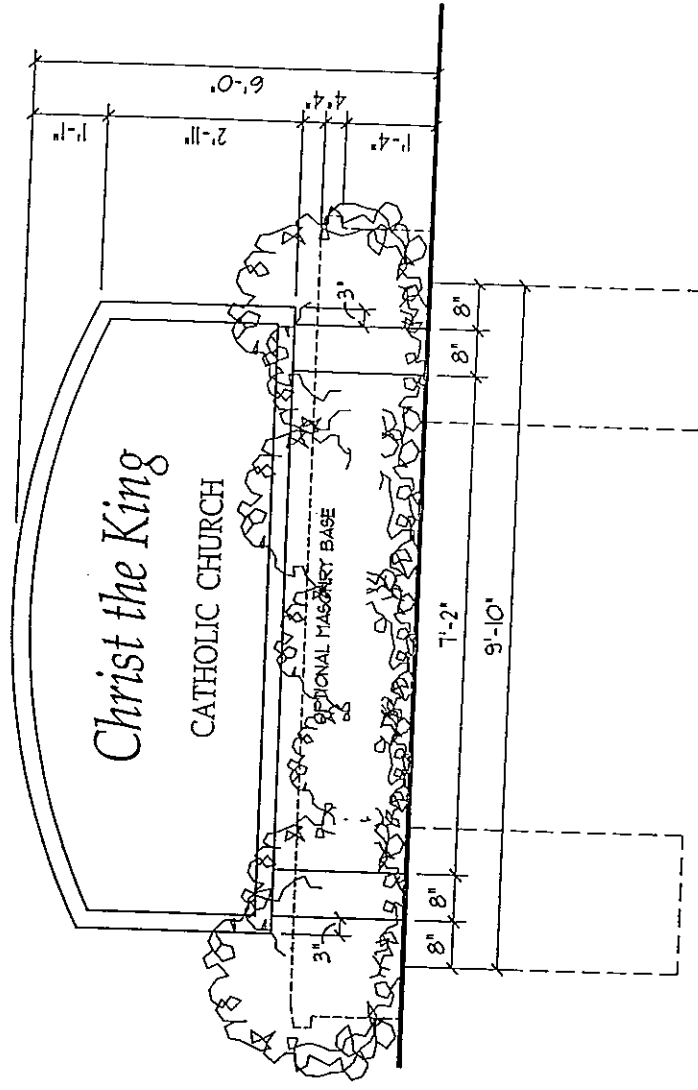
FRONT ELEVATION

S.F. OF SIGNAGE PROVIDED: 32.8 (9'-0" H X 4'-0" W)  
 MAX. S.F. OF SIGNAGE: 32  
 S.F. OF BASE PROVIDED: 2.6  
 SIGNAGE HEIGHT PROVIDED: 6'-0"  
 MAX. SIGNAGE HEIGHT: 6'-0"

NEW GROUND SIGN (SMALL) 3/8" x 1'-0"



SIDE ELEVATION

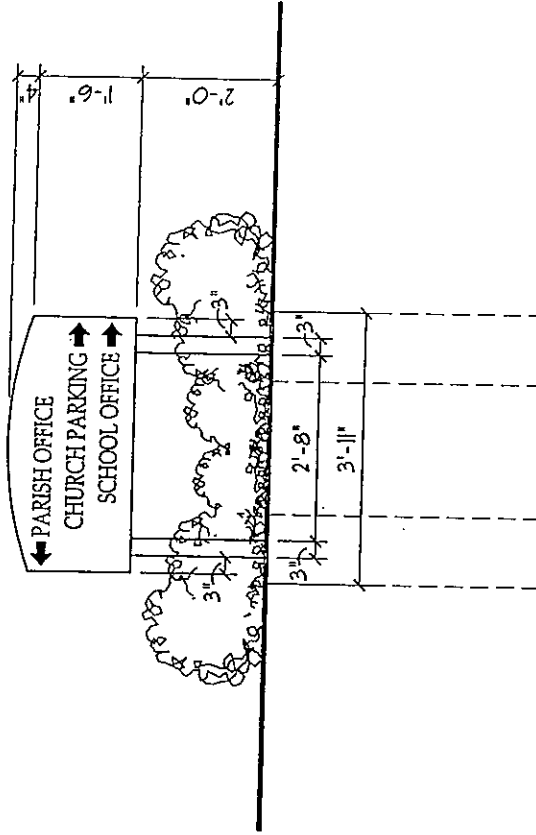
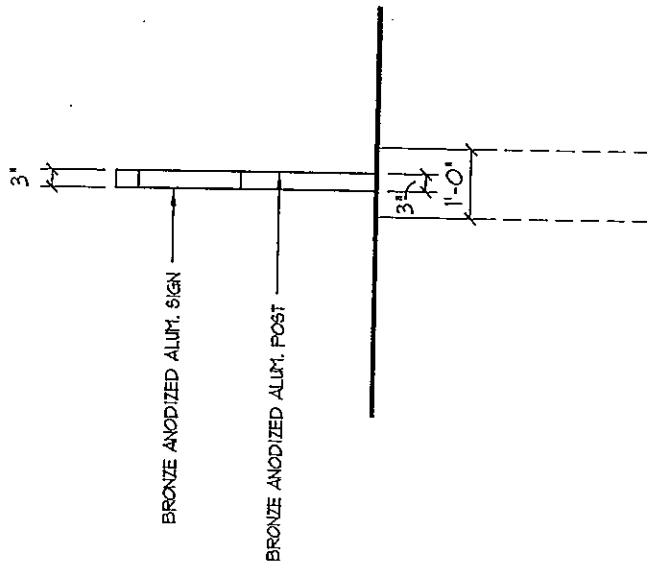


FRONT ELEVATION

S.F. OF SIGNAGE PROVIDED: 32.8 (9'-0" W X 4'-0" H)  
 MAX. S.F. OF SIGNAGE: 32  
 S.F. OF BASE PROVIDED: 2.6  
 SIGNAGE HEIGHT PROVIDED: 6'-0"  
 MAX. SIGNAGE HEIGHT: 6'-0"

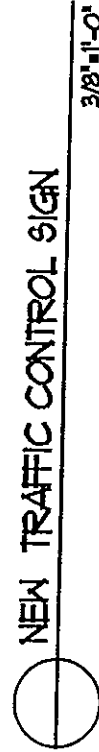
NEW GROUND SIGN (SMALL)

3/8" x 1'-0"



SIDE ELEVATION

FRONT ELEVATION



NEW TRAFFIC CONTROL SIGN

3/8" 1'-0"

S.F. OF SIGNAGE PROVIDED: 6.3 S.F. (3'-8" W X 11'-10" H)  
MAX. S.F. OF SIGNAGE: 1

SIGNAGE HEIGHT PROVIDED: 3'-10"  
LETTER SIZE 3"

**EXHIBIT 3**

**INTER-DEPARTMENTAL REVIEW REPORT**

**VILLAGE OF LOMBARD**  
**INTER-DEPARTMENTAL REVIEW GROUP REPORT**

TO: Lombard Plan Commission

HEARING DATE: October 18, 2004

FROM: Department of  
Community Development

PREPARED BY: William J. Heniff, AICP  
Senior Planner

**TITLE**

**PC 04-31; 1501 S. Main Street (Christ the King Church):** The petitioner requests that the Village take the following actions on the subject property:

1. Approve amendments to Ordinance 3055, which granted a conditional use for a religious institution and school on the subject property;
2. Approve a conditional use for a planned development, with the deviations as follows:
  - a. Landscaping Deviations:
    - i. A deviation from Section 155.705 (C) of the Zoning Ordinance requiring parkway trees along the 15<sup>th</sup> Street right-of-way;
    - ii. A deviation from Section 155.706 (C)(2)(a)(1) of the Zoning Ordinance requiring perimeter parking lot trees along the north side of the parking lot;
    - iii. A deviation from Section 155.706 (B)(2) of the Zoning Ordinance requiring parking lot islands to be dispersed throughout the parking lot.
  - b. Signage Deviations:
    - i. A deviation from Sections 153.213 and 153.219 (A) and (B) of the Sign Ordinance allowing for a manual changeable copy institutional sign of 50.5 square feet in size and 8 feet in height, where 32 square feet in size and 6 feet in height is permitted; and
    - ii. A deviation from Section 153.219 (D) of the Sign Ordinance allowing for two freestanding signs along 15<sup>th</sup> Street, where one freestanding sign is permitted.
3. Approve a variation from Section 154.306 (D) of the Subdivision and Development Ordinance pertaining to public improvements along the 15<sup>th</sup> Street right-of-way.
4. Approval of a development agreement for the subject property.

**GENERAL INFORMATION**

Petitioner: Christ the King Church  
1501 S. Main Street  
Lombard, IL 60148

Property Owner: Diocese of Joliet  
425 Summit Street  
Joliet, IL 60435

### **PROPERTY INFORMATION**

Existing Land Use: Church and Parochial Elementary School

Size of Property: Approximately 8.86 acres

Comprehensive Plan: Recommends Public and Institutional

Existing Zoning: R2 Single Family Residential District

#### **Surrounding Zoning and Land Use:**

North: Property zoned R4 (Single Family Residential) within unincorporated DuPage County and developed as single family residences

South: Property zoned R2 Single Family Residential and developed as single family residences

East: Property zoned R4 (Single Family Residential) within unincorporated DuPage County and developed as single family residences

West: Property zoned CR Conservation/Recreation District and developed as Manor Hill School, Glen Westlake Middle School, and Four Seasons Park

### **ANALYSIS**

#### **SUBMITTALS**

This report is based on the following documents filed on September 23, 2004 with the Department of Community Development. The materials are provided in the submitted booklet entitled "Christ the King Church – Lombard, Illinois", dated September, 2004 prepared by the Development Team for Christ the King Parish, and included the following items:

1. Petition for Public Hearing.
2. Response to Standards.
3. Building Elevations, prepared by Plunkett Raysich Architects dated September 17, 2004.
4. Landscape Plan, prepared by Daniel Weinbach & Partners, LTD., dated July 14, 2004.

5. Signage package.
6. Engineering Plan, prepared by Patrick Engineering, Inc. dated September 17, 2004.
7. Plat of Survey prepared by Patrick Engineering, Inc. dated August 30, 2004.

## **DESCRIPTION**

The petitioner is requesting zoning action to be granted in order to provide for a new parish center. They also propose to construct improvements to the existing parking lot and driveway access/egress as well as signage and landscape improvements, per the submitted plans.

As they propose future expansions for the school (conceptually shown on the submitted plans), staff suggested that a planned development should be established for the site. The planned development process will provide both the Village and the Church with the ability to review future development plans through a site plan approval process and general parameters can be established to effectuate future development on the property.

## **INTER-DEPARTMENTAL REVIEW COMMENTS**

### **PUBLIC WORKS**

The Utilities Division of Public Works recommends that the following improvements be undertaken as part of this project:

1. Improve the grading of the shoulder, which may require the replacement of the existing culverts.
2. Replace the existing basin at the northeast corner of the property where the new storm sewer connects.
3. Additional comments will be provided upon submittal of the final engineering plans for the project.

## **ENGINEERING**

From an engineering or construction perspective, the Private Engineering Services Division does not have any additional comments other than those noted elsewhere in the report. Additional comments regarding the proposed site development will be coordinated as part of the final engineering review and approval process.



## **FIRE AND BUILDING**

The Bureau of Inspectional Services offers the following comments:

1. The building will have to meet the new 2000 International Codes for construction, along with any changes to the Village's Title XV Ordinances.
2. A separate fire sprinkler valve room with outside access only is required.
3. A hood and duct suppression system monitored by the fire alarm system will be required for the main kitchen.
4. In conjunction with the parish center addition, the chapel area shall be fully sprinklered as well.
5. The proposed Phase II school addition shall meet the building code requirements in effect at the time of construction of the addition.
6. Additional comments will be provided upon submittal of the full building plans.

## **PLANNING**

### Compatibility with the Comprehensive Plan

The Comprehensive Plan identifies this site for Public and Institutional Uses. The petitioner's site modifications are consistent with the existing institutional nature of the property.

### Compatibility with Surrounding Land Uses

The subject property is zoned R2 Single Family Residence District which generally allows single-family development. Single family residences surround the property on three sides. West of the property is a public elementary school and community park. Religious institutions and elementary schools have historically been considered to be compatible with single family residential uses. Therefore, staff finds the use of the property to be compatible.

To ensure that the activities of the property do not create a burden upon the adjacent neighborhood, staff has worked closely with the petitioner in their site planning activities. These elements are noted later in the report.

### Compliance with the Zoning Ordinance

#### *Zoning History*

The subject property has been a religious and educational institution ever since its annexation into the Village in 1988 (PC 88-11; Ordinance 3054). The Village approved the following actions concurrent with or subsequent to the annexation of the property into the Village:

- Ordinance 3055 granting conditional use approval for an existing church and school on the subject property;
- Ordinance 3056 approving a map amendment rezoning the property into the R-2 Single Family Residence District, subject to conditions;
- Ordinance 3270 approving a conditional use amendment to provide for an addition to an existing school, subject to conditions; and
- Resolution 41-91 approving a variation increasing the sign size for an institutional sign from 16 to 32 square feet, subject to conditions. *(Subsequent Sign Ordinance amendments make this relief no longer necessary)*

A condition of the Board's 1988 approval of the annexation, zoning and the conditional use is that the property owner would not object to a future special assessment for improvements along 15<sup>th</sup> Street.

Although several of the buildings have been built more recently zoning regulations were very different at the time these structures were built, which has created a number of variations under present codes. In order to bring the site into compliance, the petitioner has requested the following actions on the property:

*Approve amendments to Ordinance 3055, which granted a conditional use for a religious institution and school on the subject property.*

The site contains the church building, the school building and the rectory, which were initially constructed prior to the annexation of the property into the Village. The proposed building expansions and site improvements constitute a substantial change to the previous conditional use. Hence an amendment to the Ordinance 3055, based upon the proposed site plans is requested.

*Approve a conditional use for a planned development.*

Multiple principal buildings are only allowed on an R2 property through approval of a planned development (Section 155.208(B) of the Zoning Ordinance). The petitioner will be proposing improvements, which will occur in at least two Phases. The first construction phase will consist of an 11,300 square foot addition to the existing church building. The addition will provide for a parish center – a meeting space whereby various church gatherings could occur in a more social setting. Also, the addition will include additional office space as well as a small chapel area for daily masses. The additional office space will allow the Church to relocate their office activities out of the rectory building.

Phase I will also include a reconstruction of the existing parking lot located east of the church and west of the school. This improvement will also include additional signage, curbing, landscaping and lighting, per Village Code. Lastly, to improve traffic flow into and out of the site, the Church is proposing to construct a new driveway entrance accessing to 16<sup>th</sup> Street.

Phase II will include an addition to the existing school as depicted in the submitted plan packet. While the Church does not know the uses associated with the expansion nor a timetable for when such improvements would occur, they are providing the building footprints of the proposed expansion for reference purposes. This information is offered so that should they decide to proceed with a building expansion, they will have assurances that the addition as shown in the petitioner's packet would be acceptable. Staff is supportive of the proposed school addition as depicted on the site plan. However, staff suggests that the final approval of Phase II should be approved as part of a site plan approval application.

The proposed building additions and site improvements will meet the bulk requirements of the underlying R2 District.

*Landscaping Deviations:*

- i. *A deviation from Section 155.705 (C) of the Zoning Ordinance requiring parkway trees along the 15<sup>th</sup> Street right-of-way;*
- ii. *A deviation from Section 155.706 (C)(2)(a)(1) of the Zoning Ordinance requiring perimeter parking lot trees along the north side of the parking lot;*

The petitioner has developed a landscape plan for the site. As this development would constitute a major development, the Subdivision and Development Ordinance would require such landscape plantings. The petitioner requests this relief to the extent that it will not be required at the time of project construction. However, they are willing to make such landscape improvements once 15<sup>th</sup> Street is improved to full Village improvement standards. Staff can support this deviation, provided that the petitioner enters into a development agreement for the property, which will obligate the petitioner to make such improvements (or contributions) accordingly.

- iii. *A deviation from Section 155.706 (B)(2) of the Zoning Ordinance requiring parking lot islands to be dispersed throughout the parking lot.*

The petitioner requests relief from this provision on the east side of their proposed parking lot. The parking lot services as a play area for students. The inclusion of the islands would decrease their flexibility of using such space. Moreover, the plantings and the islands could be damaged or destroyed if the east side of the parking lot is used as a playground area. The petitioner notes that the parking lot will meet the 5% island threshold as noted in the code, but the disbursement is not as required by code. Given the unique nature and use of the parking lot, staff supports this request.

**Compatibility with the Sign Ordinance**

Two signage deviations are requested along with their plan submittal, as follows:

- i. *A deviation from Sections 153.213 and 153.219 (A) and (B) of the Sign Ordinance allowing for a manual changeable copy institutional sign of 50.5*

*square feet in size and 8 feet in height, where 32 square feet in size and 6 feet in height is permitted;*

The petitioner is proposing an institutional sign at the northeast corner of 16<sup>th</sup> Street and Main Street. This sign will denote the church name and will include a manual changeable copy reader board. This sign will replace the existing 32 square foot sign on the premises.

The petitioner is requesting additional height for the sign in order to ensure that the sign copy can be seen above the proposed plantings at the base of the sign. Staff supports this request.

With respect to the overall square footage, staff notes that Glen Westlake School has an approximate 36 square foot sign and Four Seasons Park has a 32 square foot sign. The proposed sign is similar in nature to the neighboring signs as depicted on the sign elevation plans, but at a larger square footage. The proposed shape of the sign increases the overall square footage beyond the actual surface area of the sign and much of the sign area will not contain text. However, staff has recommended to the petitioner that the overall square footage of the sign could be reduced accordingly. At the time of the writing of this report, the Church was reviewing the sign plan to meet staff's request – they will provide the Plan Commissioners and the Board with a revised sign package before or at the Plan Commission meeting.

*ii. A deviation from Section 153.219 (D) of the Sign Ordinance allowing for two freestanding signs along 15<sup>th</sup> Street, where one freestanding sign is permitted.*

The petitioner requests relief to allow for two freestanding signs along 15<sup>th</sup> Street. One sign will state "Christ the King School" while the other will state "Christ the King Church". They will be located at the respective driveway entrance into each use. Staff supports this deviation, as it is informational in nature and aids visitors and motorists as to the use of the respective buildings. Moreover, if each of the uses were separate distinct uses, the signs would be permitted by right. However, as they are on the same lot of record, the relief is required. However, staff supports this deviation request, provided that the signs do not exceed 32 square feet in sign surface area.

The petitioner's submitted plan also depicted smaller directional/informational signs of 6.3 square feet. The petitioner has agreed to reduce the signs to 6 square feet, consistent with Village Code.

### **Compliance with the Subdivision and Development Ordinance**

The petitioner is also seeking relief from the variation from Section 154.306 (D) of the Subdivision and Development Ordinance pertaining to public improvements along the 15<sup>th</sup> Street right-of-way. As noted earlier, this project constitutes a major development as noted within the Subdivision and Development Ordinance (the building addition is greater than 2,000 square feet in size). The Ordinance would require provisions for streetlights, parkway landscaping and public utilities. A public sidewalk would also be required. The subject property has full public

improvements along 16<sup>th</sup> Street and Main Street, but 15<sup>th</sup> Street is an underimproved roadway, serving the church and school on the south and unincorporated properties to the north. As noted in the original annexation request, the Board conditioned the annexation of the property to a provision that the church would contribute to a future special assessment for 15<sup>th</sup> Street.

If the full provisions of the Subdivision and Development Ordinance were applied to the property, the petitioner has represented that they would not be able to proceed with their expansion plans. However, to satisfactorily address their needs with the requirements of the Village, staff suggests that the terms and nature be addressed through a companion development agreement. This agreement would be consistent with the intent of the 1988 agreement that did not require full street improvements at that time but puts into place a provision to obligate the petitioner at a later date and upon a request by the Village, for public improvements along 15<sup>th</sup> Street. The Village Board will review this agreement.

### **Other Site Considerations**

#### **Traffic**

The petitioner is proposing to construct a new access driveway into the site from 16<sup>th</sup> Street and aligning with Charlotte Court. The intent of this drive is to allow for a more efficient traffic flow into and out of the site. Main Street has a raised median and 15<sup>th</sup> Street is a one-way westbound road. Right now, visitors from the north frequently U-turn at the traffic light at 16<sup>th</sup> Street to access the property. The proposed access drive will remove this undesirable movement and will allow for better traffic flow into the site. When masses end, vehicles will be able to proceed to the traffic light at 16<sup>th</sup> and Main, rather than creating excessive queues on 15<sup>th</sup> Street.

Staff had the Village's traffic consultant review the proposed reconfigurations – their review and analysis is attached for reference.

#### **Parking**

The site currently has 188 parking spaces on site and is used for both school and church use. The proposed building addition is for ancillary space uses. The chapel worship area itself will remain unaffected by the addition. As the parking requirements are based upon seating in the worship area, no additional parking is required on the premises as part of this addition.

The petitioner proposes to have 191 spaces on site as part of the Phase I development and 216 spaces once Phase II is completed.

#### **Building Elevations**

The petitioner has submitted a materials board and building elevations for the project. The exterior façade of the addition will be masonry construction with brick material and color similar in style to the existing church building. The proposed addition will be constructed in an area with a substantial grade change. Therefore, from the east the structure will appear as a two-story addition while from the south and west, it will appear to be a one-story addition. As many of the

parishioners will enter the church from the east side of the building, they have modified the elevations of the church entrance accordingly.

#### Lighting

Three light poles along the north side of the parking lot currently light the parking lot. They will be adding additional lighting as needed. The proposed lighting will meet the lighting requirements as required by the Zoning Ordinance.

#### Environmental Issues

The southern portion of the property is encumbered by both floodplain and wetland areas. The petitioner has been working with staff to address the development issues on site and any impacts the development may have on this area. The petitioner's plan will create a modified detention basin south of the parking lot, which will alleviate stormwater storage within the existing parking lot. They will also need to receive approvals from DuPage County for modifications to their site that are near or in one of the small wetland areas on their property.

### **FINDINGS AND RECOMMENDATIONS**

Based on the above findings, the Inter-Departmental Review Committee recommends that the Plan Commission make the following motion recommending **approval** of this petition subject to the conditions as outlined:

Based on the submitted petition and the testimony presented, the proposal does comply with the standards required by the Lombard Zoning Ordinance; and, therefore, I move that the Plan Commission accept the findings of the Inter-departmental Review Report as the findings of the Plan Commission, and therefore, I recommend to the Corporate Authorities **approval** of the requests associated with PC 04-31, subject to the following conditions:

1. The site shall be developed substantially in accordance with the site plans prepared by Building Elevations, prepared by Plunkett Raysich Architects dated September 17, 2004. The Landscape Plan, prepared by Daniel Weinbach & Partners, LTD., dated July 14, 2004, Signage package included as part of the petition and the Engineering Plan, prepared by Patrick Engineering, Inc. dated September 17, 2004.
2. All comments in the Inter-Departmental Review Committee Report shall be satisfactorily addressed as part of a building permit application.
3. That the petitioner shall enter into a development agreement with the Village for the subject property. Said agreement shall address the future obligations of the Church relative to the public improvements along 15<sup>th</sup> Street.

Lombard Plan Commission  
Re: PC 04-31  
Page 10

4. That the Phase II development shall be submitted to the Lombard Plan Commission for site plan approval prior to construction.
5. Other than the signage relief approved as part of this petition, all other signage shall meet the area and height requirements as noted within the Village Sign Ordinance.

Inter-Departmental Review Group Report Approved By:

---

David A. Hulseberg, AICP  
Director of Community Development

DAH:WH

H:\CD\WORDUSER\PCCASES\2004\PC 04-31\Report 04-31.doc