

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

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

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: November 28, 2007 (BOT) Date: December 6, 2007

TITLE: PC 07-38: 19W070 16th Street (Montini Catholic High School)

SUBMITTED BY: Department of Community Development *Walt*

BACKGROUND/POLICY IMPLICATIONS:

Your Plan Commission transmits for your consideration its recommendation relative to the above-mentioned petition. This petition requests that the Village take the following action on the subject property:

1. Authorizing the Execution of an Annexation Agreement. (2/3 Corporate Authorities Vote Required)
  2. Annex the property to the Village of Lombard immediately following contiguity between the Village corporate limits and the subject property; and upon approval of the annexation of the subject property:
    - a. Grant a conditional use for a planned development for the existing campus which would establish a master campus plan;
    - b. Grant a conditional use for an educational institution (senior high school) and its related educational, social, athletic, theatrical and other attendant uses;
    - c. Grant approval of a conditional use for the accessory uses and buildings located on the subject property; and
    - d. Grant a deviation from Section 155.210(A)(3) to provide for future light poles for the existing ball fields.
  3. Grant site plan approval authority to the Lombard Plan Commission. (UNINCORPORATED)

The Plan Commission recommended approval of this petition with conditions..

Staff is requesting a waiver of first reading.

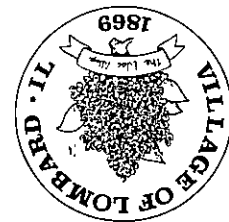
Please place this item on the December 6, 2007 Board of Trustees agenda.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X	_____	Date	_____
Finance Director X	_____	Date	_____
Village Manager X	_____	Date	11/30/07

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  
*DAH*  
Assistant Village Manager/Director of Community Development

DATE: December 6, 2007

SUBJECT: PC 07-38: 19W070 16<sup>th</sup> Street (Montini High School)

Please find the attached items for consideration at the December 6, 2007 Village Board meeting with respect to PC 07-38:

1. IDRC Report for PC 07-38;
2. Referral letter from the Lombard Plan Commission; and
3. An Ordinance requesting approval of an annexation agreement for the subject property, along with the agreement itself. Please note that should the agreement be adopted, the subject property would not be annexed until the property is contiguous to the Village Corporate limits and the Board adopts companion annexation and zoning relief Ordinances, as set forth within the agreement.

In order to ensure the agreement is executed by the end of the calendar year, staff recommends a waiver of first reading of the aforementioned ordinance.



**VILLAGE OF LOMBARD**  
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 Lombard, IL 60148-3931  
 (630) 620-5700 FAX: (630) 620-8222  
 TDD: (630) 620-5811  
 www.villageoflombard.org

December 6, 2007

Mr. William J. Mueller,  
 Village President, and  
 Board of Trustees  
 Village of Lombard

**Subject: PC 07-38: 19W070 16<sup>th</sup> Street (Montini High School)**

Dear President and Trustees:

Your Plan Commission transmits for your consideration its recommendation regarding the above-referenced petition. The petitioner requests that the Village take the following actions on the subject property:

1. Annex the property to the Village of Lombard immediately following contiguity between the Village corporate limits and the subject property; and upon approval of the annexation of the subject property:

- a. Grant a conditional use for a planned development for the existing campus which would establish a master campus plan;
- b. Grant a conditional use for an educational institution (senior high school) and its related educational, social, athletic, theatrical and other attendant uses;
- c. Grant approval of a conditional use for the accessory uses and buildings located on the subject property; and
- d. Grant a deviation from Section 155.210(A)(3) to provide for future light poles for the existing ball fields.

2. Grant site plan approval authority to the Lombard Plan Commission.

After due notice and as required by law, the Plan Commission conducted a public hearing for this petition on November 19, 2007. Chairperson Ryan mentioned that the public hearing pertains to zoning actions requested by the petitioner. The Plan Commission does not have the authority to consider any annexation actions will be discussed at the December 6 Village Board meeting. He asked that all comments be restricted to only the zoning actions being requested.

"Our shared *Vision* for Lombard is a community of excellence exemplified by its government working together with residents and business to create a distinctive sense of spirit and an outstanding quality of life."  
 "The *Mission* of the Village of Lombard is to provide superior and responsive governmental services to the people of Lombard."

Village President  
 William J. Mueller  
 Village Clerk  
 Brigitte O'Brien  
 Trustees  
 Greg Alan Gron, Dist. 1  
 Richard J. Tross, Dist. 2  
 John "Jack" T. O'Brien, Dist. 3  
 Dana L. Moreau, Dist. 4  
 Laura A. Fitzpatrick, Dist. 5  
 Rick Soderstrom, Dist. 6  
 Village Manager  
 William T. Lichter

Jim Segredo, President of Montini Catholic High School, 19W070 16<sup>th</sup> Street, Lombard, Illinois, presented the petition. He indicated that their long-term campus plan which has been worked on over the last several years. This long-term campus plan is a 10-12 year time period which will be broken into three phases. Phase I is the most ambitious. It will include demolishing the building on campus off the back parking lot known as Dominica Hall. Mr. Segredo then gave the history of Dominica Hall. He mentioned that it currently houses the art and guidance center but was not built as an education use. They will demolish this existing building and build a new building which will serve their academic needs and provide security. He then described the uses that would occur in the new building. Phase II would include renovating the HVAC system in the school building and Phase III would occur sometime in 2016 which would include renovating the front of DeLaSalle Hall, building a new student alumni center, building a new physical fitness center off of the gym as well as making improvements to the athletic fields. He believed that the project will not negatively impact the neighborhood and no building will occur on 16<sup>th</sup> Street. The building will be one story and will match the design of the current school campus. The intent of the building is not to increase student enrollment but to include 6 science labs as the existing building was built in 1966. Mr. Segredo provided the current enrollment numbers and mentioned that if this phase is successful their enrollment will be somewhere around 680-700 students. He mentioned that they are a private school who want to remain competitive and have the ability to give their students the very best. He believed that as the enrollment numbers would not significantly change, there would be no impact on traffic. He also stated they would maintain the architectural integrity of the campus.

Addressing stormwater issues, they will provide additional stormwater retention on campus on the northwest corner. Topographical surveys of the area show that Montini is lower in elevation than neighboring properties and stormwater flows down their west drive and along 16<sup>th</sup> Street and the detention will help will the flow before it gets to the detention pond.

Michael Devin, attorney at Deutsch, Levy & Engel and representing Montini High School discussed the zoning actions and provided the Commissioners with an additional response to standards. Mr. Segredo was specific in the plans for Montini. He believed that the conditional use for a planned development for the campus is the proper and appropriate way to address the situation. Their intent is not to change the use but maintain it as it has been since 1966 and to modernize the school and make it vibrant and competitive. The planned development of the campus will not impact the neighborhood properties in any negative fashion but will present a viable enhance to the community. Montini has been the predominant use in the area. The uses surrounding it largely came into place with Montini already operating in that capacity. He asked the Plan Commission to approve the petition.

Chairperson Ryan opened the meeting for public comment. Speaking regarding the petition were:

Andy Bonomo, 1700 S. School Avenue, Lombard, indicated that he needed clarification regarding the public notice which mentioned a pre-annexation agreement. He referred to the public notice which mentioned the request to annex the property to the Village immediately following contiguity between the Village corporate limits and the subject property. He asked if they would have a chance to ask questions at the Board of Trustees meeting on December 6.

George Wagner, legal counsel to the Plan Commission, answered that there will be a public hearing at the December 6 Village Board meeting. The actions being requested tonight will be incorporated into the public hearing with the pre-annexation agreement. If these actions are approved tonight, you will be able to ask questions at the December 6 meeting. Mr. Bonomo indicated that the residents in the area had other concerns. The first is regarding the flooding issues and the approval from the County for the wetlands and the water runoff. He then asked about the deviation to provide for future light poles for the existing ball fields.

Chairperson Ryan stated that the petitioner will respond to that shortly.

Bill Neurauter, 1604 S. Meyers Road, Lombard, expressed concern about overflow parking that spills into their neighborhood and how people park on both sides of the street. He indicated that these existing issues happen when there are athletic events especially during football and basketball season. This situation makes it difficult for emergency vehicles to get through because they park on both sides of street. In response, York Township erected temporary no parking signs on one side of the street but this is an issue that should be addressed for the future. The next concern was lights. He asked whether the lights will affect the adjacent communities especially to the north of the football field as there are houses in close proximity to the school property. He was also concerned about the noise being carried through the neighborhood as well the amount of green space. He was concerned about the green space because before the building addition was built, the County came to the neighbors adjacent to the property and asked if there was a flooding problem. At that time, the neighbors indicated to the County there was not. Since the addition was put on, some of the people in the area have now been getting water. Lastly, he mentioned a document he had seen about Lombard not wanting to annex their neighborhood. He indicated he would have that addressed at the December 6 meeting.

Scott Shier, 19W115 17<sup>th</sup> Place, Lombard. Mr. Shier questioned the difference in square footage between the existing structure and the proposed new structure. He also wanted to know the specific number of parking spaces that they would be granted if the variance is allowed. He also was concerned about the current parking situation and stated the difficulties he had getting out of his driveway. Mr. Shier then asked how much of a variance they are obtaining for green space and drainage in addition to the detention they are being required to put in.

Mr. Segredo then rebutted, noting the following:

- Flooding issues were just recently brought to light relative to the new addition which was built in 2001. He indicated that the past summer and fall has seen an unusually, tremendous amount of rainfall. Montini is below the elevation line and the residents are all higher than us.

- Regarding parking, we intend to follow all the ordinances of DuPage County and Lombard for parking and green space. He indicated that their drives in the parking lot are currently two-way. We will be giving up some spaces due to the detention they put in on the northwest corner of the facility - they will do one way lanes and have parallel parking to pick up additional parking.

- Regarding lighting, they will follow all ordinances as far as diffusing them. He stated that at the north property line, there is mature landscaping and a lot of brush and feel the lighting won't have any effect on these neighbors. The south field is set back from 16<sup>th</sup> Street so that will not effect them either.

- Relative to the on-street parking issues, Mr. Segredo indicated that they are aware of them and they are willing to work the problems. He mentioned that York Township called them and suggested that no parking signs be erected on the east end of the street and they had no problem with that.

Chairperson Ryan asked about the difference in square footage of the existing building versus the new building. Mr. Segredo answered they were adding 14,000 square feet. The building is in the middle of a large area of land and to the south is a courtyard. There is a lot of green space to the south. The area has enough green space to cover that area.

Commissioner Sweetser stated that it would be interesting to know what the required parking spaces would be. William Heniff, Senior Planner, stated that the parking requirements would be tied to the student population. Currently they are following DuPage County regulations. If annexed into the Village the standard would be 1 parking space per employee plus 1 parking space per 8 students. Montini has indicated they are not expecting an increase in students. When their petition comes forward, they will need to provide their student population to ensure that they are in compliance with the ordinance.

William Heniff presented the staff report. The petitioner is seeking approval of an annexation agreement with the Village of Lombard. As the agreement includes provisions to provide zoning approvals as part of this petition, the Plan Commission is being requested to make a recommendation through the public hearing process for the subject property, as noted in the public hearing notice above. The requested zoning actions would only be effective upon approval of the annexation agreement by the Village Board and annexation of the property into the Village Corporate limits, once the property is contiguous to the Corporate limits.

Regarding the IDRC comments, he noted that the Village and DuPage County have each adopted the DuPage County Stormwater and Floodplain Ordinance. If the proposed site improvements are constructed after annexation occurs, the petitioner will be required to provide stormwater detention improvements, per Village Code and permitting requirements. If the campus improvements occur prior to annexation, the petitioner shall meet the DuPage County provisions.

Regarding zoning issues, DuPage County currently regulates the subject property. DuPage County has previously approved a campus plan along with amendments for the existing campus and its site improvements. Upon annexation, the property would be automatically zoned into the Village's new R0 District. The zoning actions included within the petition are intended to address site-specific relief. He then states staff's response to each of the petitioner's requests.

As with other larger-scale private educational institutions in the Village, establishing a planned development is an appropriate way to address the long range planning issues for such facilities. Additionally, with the establishment of a planned development provides for a systematic way to review all development on the respective campus. From the petitioner's perspective, it provides assurances that they can undertake large-scale capital improvements and funding programs with assurances that they have approvals in place to proceed with such improvements.

He stated that the school use is well established and they have received past zoning approvals by DuPage County to operate the high school in its current state. Other than minor nonconformities (i.e., parking lot landscape islands), the site meets DuPage County regulations. The intent of this petition is to essentially grant the same zoning approvals that they currently enjoy.

As part of the long-range plan for the site, the petitioner notes that they plan on remodeling/reconstructing Dominic Hall, located on the northwest corner of the existing high school building, chapel modifications and a student fitness center. The addition would meet all setback requirements and would not encroach into the existing parking lot. A definitive timetable has been set for this improvement – it would only come under building permit review of the Village if the addition occurs after the property is annexed into the Village.

The petitioner has submitted concept building floor plan drawings of the remodeling project. Staff suggests that the exterior building elevations be of compatible building materials as the existing elevations (i.e., combination of masonry and pre-cast) so that the addition is in harmony with the existing building and subject to Plan Commission review and approval.

The petitioner has requested is the right to erect light poles at some point in the future for the existing ball fields on the site. The lighting would be used for high school sporting events in a manner that other public and private schools use such lights. There are no definitive plans or timetables to erect the light poles.

The Zoning Ordinance regulates height of poles for parking lots, but is silent on other types of light poles. As such, staff would consider the light poles accessory structures. This interpretation is similar to the opinion offered to the Lombard Park District in its consideration of lighting at Sunset Knoll Park in 1993. In review of this request, staff notes that the primary concern directly related to lighting would be light glare concerns. Staff recommends as a condition of approval that the petitioner still be required to meet the required foot candle level at the adjacent residential property lines (i.e., 0.5 foot candles).

Lastly, granting site plan approval authority was included as part of the request in order to allow the Plan Commission to review and approve signage deviations or consider other site specific elements (such as the exterior building elevations) that do not require zoning relief or planned development/annexation agreement amendments.

Mr. Heniff noted that the property is designated within the Comprehensive Plan for public and institutional uses, reflecting the use of the property at the time the Plan was adopted. The petitioner's request is intended to reflect the institutional use of the property and provide for their future needs on their property. Therefore the existing use is compatible with the Plan.

Regarding neighborhood compatibility, the north, south and west sides of the property are designated for low density residential uses. East of the subject property is public owned land owned by the York Center Park District and York Township and used for open space and institutional purposes. The historic presence of the school relative to the adjacent residences provides some level of compatibility. From a physical standpoint, the relationship of the school to the adjacent properties would be unaffected by the approval of the annexation and zoning actions itself, as the improvements could be constructed under County regulations.

Staff recommends approval of the petition, subject to conditions

Chairperson Ryan then opened the hearing for discussion by the Plan Commission.

Commissioner Sweetser clarified that the foot candle requirement noted within the staff report does not need to be a condition of approval as it is already within Village Code. Mr. Heniff said yes. If they would need relief, it would have to come back before the Plan Commission.

Commissioner Burke stated that as they would be required to meet Village codes for the future request, the petition seems reasonable as proposed.

After due consideration of the petition and the testimony presented, the Plan Commission found that the petition complies with the standards required by the Lombard Zoning Ordinance and is compatible with the standards for planned developments and that granting such an amendment is in the public interest. Therefore, the Plan Commission, by a roll call vote of 4-0, recommended to the Corporate Authorities **approval** of the petition associated with PC 07-38, subject to the following conditions:

1. The approval of any associated zoning actions as part of the petition is subject to approval of an annexation agreement between the petitioner and the Village. Moreover, the zoning actions shall not be effective until such time that the subject property is annexed into the Corporate limits of the Village and Ordinance granting approval of the aforementioned zoning relief.

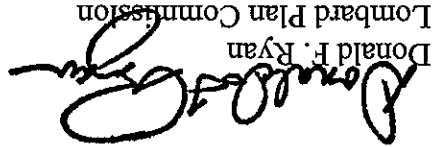
2. The petitioner shall develop and operate the site essentially in accordance with site plan prepared by John Weis Architects, dated October 16, 2007 and made a part of this petition.



3. That any additions to the exterior elevations of the school building addition shall be compatible with the exterior of the existing high school building, with the design subject to the review and approval by the Plan Commission.

Respectfully,

**VILLAGE OF LOMBARD**

  
Donald F. Ryan  
Lombard Plan Commission

c. Petitioner

Lombard Plan Commission

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

TO: Lombard Plan Commission

FROM: Department of Community Development  
PREPARED BY: William Heniff, AICP  
Senior Planner

HEARING DATE: November 19, 2007

**TITLE**

**PC 07-38; 19W070 16<sup>th</sup> Street (Montini Catholic High School):** The petitioner requests that the Village take the following actions on the subject property:

1. Annex the property to the Village of Lombard immediately following contiguity between the Village corporate limits and the subject property; and upon approval of the annexation of the subject property:
  - a. Grant a conditional use for a planned development for the existing campus which would establish a master campus plan;
  - b. Grant a conditional use for an educational institution (senior high school) and its related educational, social, athletic, theatrical and other attendant uses;
  - c. Grant approval of a conditional use for the accessory uses and buildings located on the subject property; and
  - d. Grant a deviation from Section 155.210(A)(3) to provide for future light poles for the existing ball fields.
2. Grant site plan approval authority to the Lombard Plan Commission.

**GENERAL INFORMATION**

Petitioner/Owner: Montini Catholic High School  
19W070 16<sup>th</sup> Street  
Lombard, IL 60148

**PROPERTY INFORMATION**

Existing Zoning: R3 Single-Family Residence District (DuPage County)  
Existing Land Use: Parochial High School with its ancillary uses  
Size of Property: Approximately 21.1 acres  
Comprehensive Plan: Recommends Public and Institutional

Surrounding Zoning and Land Use:

- North: R3 Single-Family Residence District (DuPage County); developed as single-family residences
- South: R3 Single-Family Residence District (DuPage County); developed as single-family residences
- East: R3 Single-Family Residence District (DuPage County); developed as York Center Park District property (open space detention)
- West: R3 Single-Family Residence District (DuPage County); developed as single-family residences

ANALYSIS

SUBMITTALS

This report is based on the following documents, which were filed with the Department of Community Development on October 12, 2007 and included within the petitioner's application packet:

1. Petition for Public Hearing
2. Plat of Survey, prepared by Michael L. Krirsch surveyor, dated September 16, 2005.
3. Aerial Photograph of Subject Property, prepared by the Village of Lombard.
4. Application packet, prepared by John Weis Architects, dated October 16, 2007 and includes:
  - a. Phase I floor plan improvements – Dominic Hall
  - b. Aerial rendering of the Phase I – Dominic Hall plans
  - c. Phase II remodel plans – New Chapel
  - d. Aerial rendering of the Phase II – New Chapel plans
  - e. Phase III floor plan – renovation
  - f. Aerial rendering of Phase III Renovation Showing Student Fitness Center & additional parking
  - g. Aerial rendering showing completed renovation plan

**DESCRIPTION**

The petitioner is seeking approval of an annexation agreement with the Village of Lombard. As the agreement includes provisions to provide zoning approvals as part of this petition, the Plan Commission is being requested to make a recommendation through the public hearing process for the subject property, as noted in the public hearing notice above.

The requested zoning actions would only be effective upon approval of the annexation agreement by the Village Board and annexation of the property into the Village Corporate limits, once the property is contiguous to the Corporate limits of the Village.

**INTER-DEPARTMENTAL REVIEW REPORT**

**ENGINEERING**

The Village and DuPage County have each adopted the DuPage County Stormwater and Floodplain Ordinance. If the proposed site improvements are constructed after annexation into the Corporate limits occurs, the petitioner will be required to provide stormwater detention improvements, per Village Code and permitting requirements. If the campus improvements occur prior to annexation, the petitioner shall meet the DuPage County provisions.

**FIRE**

The Fire Department has provided its comments relative to this petition within the annexation agreement itself.

**PLANNING**

**Compliance with the Zoning Ordinance**

DuPage County currently regulates the subject property. DuPage County has previously approved a campus plan along with amendments for the existing campus and all existing site improvements.

Upon annexation, the property would be automatically zoned into the Village's new R0 District. The zoning actions included within the petition are intended to address site-specific relief for the property. Staff's response to each of the items included within the petition is noted below:

- *Grant a conditional use for a planned development for the existing campus which would establish a master campus plan;*

As with other larger-scale private educational institutions in the Village (such as Northern Baptist Theological Seminary, Sacred Heart Church/School, Christ the King Church/School, St. Pius X Church/School and St. John's Church/School), establishing an overall planned development is an appropriate way to address the long range planning issues for such facilities. Additionally, with the establishment of a planned development provides for a systematic way to review all development on the respective campus. From the petitioner's perspective, it provides assurances that they can undertake large-scale capital improvements and funding programs with assurances that they have approvals in place to proceed with such improvements. The Village would benefit, as it would be able to review and consider all long range plans and to be able to plan accordingly.

The proposed planned development would address all previously constructed buildings, structures and site improvements on the subject property. It will also consider all future site and building improvements considered as part of this petition.

As shown on the submitted concept plans, the petitioner is proposing three future building phases. Phase I will be the reconstruction of Dominic Hall, Phase II will be the remodel of the Chapel and Phase III will consist of the Student Fitness Center and a small parking lot to the southwest of the existing school. Definitive timelines have not been established for when these improvements will occur.

- *Grant a conditional use for an educational institution (senior high school) and its related educational, social, athletic, theatrical and other attendant uses;*

By definition, conditional uses are intended to provide a way to review site-specific components of each proposed use – their location on a property may or may not be appropriate at a given location. However, in this instance the use is already well established on the property and they have received past zoning approvals by DuPage County to operate the high school on the premises in its current state. Other than minor nonconformities (i.e., parking lot landscape islands), the site meets DuPage County regulations. The intent of this petition is to essentially grant the same zoning approvals that they currently enjoy.

As part of the long-range plan for the site, the petitioner notes that they plan on remodeling/reconstructing Dominic Hall, located on the northwest corner of the existing high school building, chapel modifications and a student fitness center. The addition would meet all setback requirements and would not encroach into the existing parking lot. A definitive timetable has been set for this improvement – it would only come under building permit review of the Village if the addition occurs after the property is annexed into the Village.

The petitioner has submitted concept building floor plan drawings of the remodeling project. Staff suggests that the exterior building elevations be of compatible building materials as the

existing elevations (i.e., combination of masonry and pre-cast) so that the addition is in harmony with the existing building and subject to Plan Commission review and approval.

- *Grant a deviation from Section 155.210(A)(3) to provide for future light poles for the existing ball fields.*

One item that the petitioner has requested is the right to erect light poles at some point in the future for the existing ball fields on the site. The lighting would be used for high school sporting events in a manner that other public and private schools use such lights. There are no definitive plans or timetables to erect the light poles.

The Zoning Ordinance regulates height of poles for parking lots, but is silent on other types of light poles. As such, staff would consider the light poles accessory structures. This interpretation is similar to the opinion offered to the Lombard Park District in its consideration of lighting at Sunset Knoll Park in 1993.

In review of this request, staff notes that the primary concern directly related to lighting would be light glare concerns. Staff recommends as a condition of approval that the petitioner still be required to meet the required foot candle level at the adjacent residential property lines (i.e., 0.5 foot candles).

- *Grant site plan approval authority to the Plan Commission.*

Granting site plan approval authority was included as part of the request in order to allow the Plan Commission to review and approve signage deviations or consider other site specific elements (such as the exterior building elevations) that do not require zoning relief or planned development/annexation agreement amendments.

### Compliance with the Comprehensive Plan

The Comprehensive Plan is an advisory and visionary document that identifies appropriate land uses and policies. The property is designated within the 1998 Comprehensive Plan for public and institutional uses, reflecting the current land use of the property at the time the Plan was adopted. The petitioner's requested zoning actions are intended to reflect the institutional use of the property and provide for their future needs on their property. Therefore the existing use is compatible with the Plan.

### Compatibility with the Surrounding Land Uses

The north, south and west sides of the property are designated for low density residential uses. East of the subject property is public owned land owned by the York Center Park District and York Township and used for open space (park and stormwater detention) and institutional purposes. The historic presence of the school relative to the adjacent residences provides some

level of compatibility. From a physical standpoint, the relationship of the school to the adjacent properties would be unaffected by the approval of the annexation and zoning actions itself, as the improvements could be constructed under County regulations.

## FINDINGS AND RECOMMENDATIONS

With the comments and recommendations noted within this staff report, the proposed conditional use for a planned development is compatible with the surrounding land uses and is in compliance with the Zoning Ordinance and the recommendation of the Comprehensive Plan. Staff has also reviewed the standards submitted by the petitioner and finds they meet the standards set forth in the Zoning Ordinance. Based on the above considerations, 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:

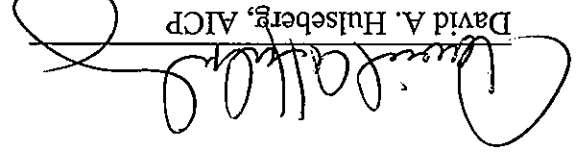
Based on the submitted petition and the testimony presented, the proposed conditional use and deviation do comply with the standards required by the Lombard Zoning Ordinance and that granting approval of a planned development is in the public interest; and, therefore, I move that the Plan Commission accept the findings of the Inter-Departmental Review Report as the findings of the Plan Commission and therefore, I move that the Plan Commission recommend to the Corporate Authorities approval of PC 07-38, subject to the following conditions:

1. The approval of any associated zoning actions as part of the petition are subject to approval of an annexation agreement between the petitioner and the Village. Moreover, the zoning actions shall not be effective until such time that the subject property is annexed into the Corporate limits of the Village and Ordinance granting approval of the aforementioned zoning relief.

2. The petitioner shall develop and operate the site essentially in accordance with site plan prepared by John Weis Architects, dated October 16, 2007 and made a part of this petition.

3. The any additions to the exterior elevations of the school building addition shall be compatible with the exterior of the existing high school building, with the design subject to the review and approval by the Plan Commission.

Inter-Departmental Review Report Approved By:



David A. Hulseberg, AICP

Assistant Village Manager/Director of Community Development

DAH:WJH:

Att

c. Petitioner

**APPENDUM TO PETITION FOR PUBLIC HEARING -  
VILLAGE OF LOMBARD - PLAN COMMISSION**

Montini Catholic High School ("Montini"), an Illinois not-for-profit corporation, respectfully petitions the Village of Lombard Plan Commission for a public hearing to approve the annexation of the Montini campus parcel to the Village of Lombard pursuant to a Pre-Annexation Agreement being negotiated between the Village and Montini. It is the Petitioner's understanding that the operation of parochial high schools are treated as a conditional use within the Village of Lombard.

Further, Montini is involved in long-range planning for the Montini campus which, it believes will be a benefit to the Lombard community. It is believed that a planned development within the Village of Lombard is consistent with Village precedent and will best address the long-range development and improvement of the campus parcel for the ultimate benefit of both Montini and the surrounding area, including the Village of Lombard.

Montini has operated at its current sites since 1966 with a high school enrollment of as many as 820 students. The operation of the high school over this period of time has indicated that the establishment, maintenance and operation of the high school has not been, and will not be, detrimental to, or endanger the public health, safety, morals, comfort or general welfare of the community. Similarly, the operation of Montini Catholic High School over such period of time indicates that the conditional use of the Montini campus for the operation of the parochial high school has not been, and will not be, injurious to the uses and enjoyment of other properties in the immediate vicinity of the campus, nor will it diminish or impair the property values in the neighborhood in



which the campus is located. Its use will not impede the normal and orderly development and improvement of the surrounding property for uses permitting in the district and Montini has adequate utilities, access roads, drainage and necessary facilities for its operation. As Montini's development plan is implemented, adequate provision for utilities, access road, drainage and necessary facilities will be provided. The current operation of the campus indicates that ingress and egress to the property is adequate and efficient and so designed to minimize traffic congestion in public streets. This will remain the case as future development of the campus is achieved. The proposed conditional use is not contrary to the objectives of the current comprehensive plan of the Village of Lombard.

Finally, the conditional use as a parochial high school shall in all other respects conform to the applicable regulations of the district in which its located, except as such regulations may, in each instance, be modified pursuant to recommendations of the Plan Commission.

**ORDINANCE**

**AN ORDINANCE AUTHORIZING THE  
EXECUTION OF AN ANNEXATION AGREEMENT**

(PC 07-38: 19W070 16<sup>th</sup> Street (Montini High School))

WHEREAS, it is in the best interest of the Village of Lombard, DuPage County, Illinois that a certain Annexation Agreement (hereinafter the "Agreement") pertaining to the property generally located at 19W070 16<sup>th</sup> Street, in unincorporated DuPage County, Illinois to be entered into; and,

WHEREAS, the Agreement has been drafted and a copy is attached hereto and incorporated herein as Exhibit "A"; and,

WHEREAS, the developer and the legal owners of the lots of record, which are the subject of said Agreement, are ready, willing and able to enter into said Agreement and to perform the obligations as required thereunder; and,

WHEREAS, the statutory procedures provided in Chapter 65 ILCS 5/1-15.1-1 through 5/1-15.1-5, as amended, for the execution of said Agreement have been complied with; a hearing on said Agreement having been held, pursuant to proper notice, by the President and Board of Trustees on December 6, 2007.

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

**SECTION 1:** That the Village President and Village Clerk be and hereby are authorized to sign and attest to the Agreement attached hereto and marked Exhibit "A", by and between the Village of Lombard; and,

**SECTION 2:** This ordinance is limited and restricted to the property generally located at 19W070 16<sup>th</sup> Street in unincorporated DuPage County, Illinois containing 21.1 acres more or less and legally described as follows:

The south half of the southeast quarter of the northeast quarter of Section 20, Township 39 North, Range 11 East of the Third Principal Meridian, in DuPage County, Illinois

Parcel Number: 06-20-202-024

**SECTION 3:** This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

First reading waived by action of the Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Passed on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

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

Nays: \_\_\_\_\_

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

William J. Mueller, Village President

ATTEST:

Brigitte O'Brien, Village Clerk

THIS DOCUMENT PREPARED BY:  
Michael J. Devine  
Deusch, Levy & Engel, Chartered,  
225 W. Washington St., Ste. 1700  
Chicago, IL 60606

AFTER RECORDING RETURN TO:

Village of Lombard  
Department of Community Development  
255 E. Wilson Avenue  
Lombard, IL 60148

\_\_\_\_\_  
(for Recorder's use only)

**ANNEXATION AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the Village of Lombard, a municipal corporation (hereinafter referred to as "Village") and Mount Carmel Catholic High School, an Illinois not-for-profit corporation (hereinafter referred to as "Owner")

**WITNESSETH:**

WHEREAS, the Owner is the record owner of the property legally described in EXHIBIT A, attached hereto and made a part hereof (hereinafter sometimes referred to as the "Subject Property"); and

WHEREAS, the Subject Property is not yet adjacent and contiguous to the existing corporate boundaries of the Village; and

WHEREAS, the Subject Property, as improved, is currently operated by the Christian Brothers as a parochial high school; and

WHEREAS, the Village desires to annex and the Owner desires to have the Subject Property annexed to the Village as soon as reasonably practicable following the establishment of contiguity between the corporate boundaries of the Village and the Subject Property, and each of the

WHEREAS, a public hearing on this Annexation Agreement ("Agreement") has been held

with respect to said application; and

(hereinafter referred to as the "Corporate Authorities") their findings of fact and recommendations herein provided, and the Plan Commission has submitted to the Corporate Authorities of the Village Ordinance (Chapter 155 of the Lombard Village Code-hereinafter the "Zoning Ordinance") as related accessory buildings and structures, upon its annexation, under the Lombard Zoning development with companion conditional uses for an educational institution (high school) and its considering whether the Subject Property should be granted a conditional use for a planned

WHEREAS, a public hearing was held on November 19, 2007 for the purpose of

WHEREAS, said application was forwarded to the Plan Commission of the Village; and

the Subject Property; and

WHEREAS, an application has heretofore been filed with the Village Clerk for Zoning of

annexation of the Subject Property to the Village as provided for in this Agreement; and

execute and submit an updated version of the Annexation Petition immediately preceding the hereafter residing on the Subject Property shall be bound by the Annexation Petition and shall

WHEREAS, all subsequent owners of record of the Subject Property and all electors

"Annexation Petition"; and

Annexation of the Subject Property to the Village, which Petition is hereinafter referred to as the

WHEREAS, the owner of record of the Subject Property has signed a Petition for

no electors residing thereon; and

WHEREAS, the Subject Property is an approximately 21.1 acre parcel of land and there are

matters covered by this Agreement; and

ordinances of the Village for the Subject Property when the same has been annexed and to other parties desires to obtain assurances from the other as to certain provisions of the zoning and other

variations be granted from the Zoning Ordinance in accordance with the terms of this Agreement.  
WHEREAS, the Plan Commission has recommended that certain conditional uses and

and

Property in accordance with this Agreement comply with the Comprehensive Plan of the Village;  
planned uses of the Owner and have determined that said uses and the development of the Subject  
WHEREAS, the Corporate Authorities of the Village have examined the current and

beneficial to the Village; and

promote the sound planning and development of the Village as a balanced community and will be  
WHEREAS, the inclusion of the Subject Property in the Village as provided herein will

included as a part of the Village as hereinafter provided; and

advantage of the parties and in the public interest that the Subject Property be annexed to and  
WHEREAS, the Corporate Authorities of the Village and the Owner deem it to the mutual

adoption and execution of this Agreement; and

pursuant to public notice as required by law and in accordance with all requirements of law prior to  
classifications under the Zoning Ordinance, such public hearings and other actions having been held  
taken, including all hearings and actions required in connection with amendments to and  
adoption and execution of this Agreement, in order to make the same effective, have been held or  
WHEREAS, all public hearings and other actions required to be held or taken prior to the

terms and conditions contained in this Agreement; and

Division 15.1 of Article 11 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, and upon the  
annexation, zoning and development and for other related matters pursuant to the provisions of

WHEREAS, the parties wish to enter into a binding agreement with respect to the said

by the Corporate Authorities on the 6th day of December, 2007; and

NOW, THEREFORE, in consideration of the premises and the mutual promises herein set

forth, the parties hereto agree as follows:

1. Incorporation of Recitals: The Village and Owner agree that the foregoing recitals are incorporated in this Agreement as if fully recited herein.

2. Development of Subject Property: Village and Owner agree that the Subject Property as developed and as currently improved and operated as a private high school conforms to the terms of this Agreement and the high school building zoning ordinance applicable Village zoning ordinances and laws, and that following the annexation of the Subject Property to the Village, the expansion and renovation of the high school building may proceed in accordance with the terms of this Agreement and the exhibits attached hereto.

3. Annexation:

A. Subject to the provisions of Article 7 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, the parties agree to do all things reasonably necessary or appropriate to cause the Subject Property to be duly and validly annexed to the Village as promptly as practicable after the execution of this Agreement and the establishment of contiguity between the corporate boundaries of the Village and the Subject Property. The parties shall cause such annexation to be effected pursuant to the provisions of Section 5/7-1-8 of Act 5 of Chapter 65 of the Illinois Compiled Statutes.

B. If the Subject Property is annexed while Phase I (as depicted in EXHIBIT B), is under construction or after completion of the Phase I improvements, the Village agrees to recognize the permit approval by DuPage County as a valid permit for construction in the Village and will also recognize any nonconformities created as a result of the annexation as legal nonconforming.

by the Village (with any modification thereto).

the Subject Property shall be in substantial compliance with the Site Plan as same shall be approved reflected, if and when same is undertaken by the Owner at its sole election. Further development of site plan for the existing condition and any further development of the Subject Property therein Except as otherwise specifically provided herein, said Site Plan is hereby approved as the Structures).

to the provisions of Section 155.300 et. seq. of the Zoning Ordinance (Nonconforming Uses and the parking lot as a legal nonconforming structure and the parking lot may remain as such, subject Village's Code requirements pertaining to parking lot landscaping. The Village further recognizes recognizes that the existing parking lot area on the Subject Property does not conform to the incorporated by reference and is hereby approved by the Village. In addition, the Village appended hereto as Exhibit "B" is further approved (the "Site Plan"), which Site Plan is hereby hereby approved. Future development of the Subject Property in accordance with the Site Plan hereby approved. The current use and operation of the Subject Property is

**5. Site Plan Approval:** The current use and operation of the Subject Property is

- A. Grant a conditional use for a planned development for the existing campus which would establish a master campus plan;
- B. Grant a conditional use for an educational institution (high school) and its related educational, social, athletic, theatrical and other attendant uses;
- C. Grant approval of a conditional use for the accessory uses and buildings located on the Subject Property; and
- D. Grant a deviation from Section 155.210(A)(3) of the Zoning Ordinance to provide for future light poles for the existing ball fields.

immediately grant approval of the following zoning actions:

Residence District. Additionally, the Corporate Authorities shall, without further public hearings, Section 13, the subject property shall automatically be classified within the R0 Single Family annexation of the Subject Property to the Village as set forth herein and except as provided in Pursuant to Section 155.403 of the Zoning Ordinance, Upon

**4. Zoning:** Pursuant to Section 155.403 of the Zoning Ordinance, Upon



It is acknowledged that Owner currently receives its potable water supply from its own private well(s) (hereinafter referred to as the "Montini Well") and that pursuant to an agreement between Owner and the Highland Hills Sanitary District (hereinafter referred to as the "HHSDD") Village.

substantially the same as provided to the other areas in the Village being provided with water by the Owner's request and election provide potable water to the Subject Property, such service to be B. That the Village system has sufficient line and service capacity to provide and will at water distribution.

A. That Village owns and operates a water distribution system within the Village for 6. Water Utilities: Village represents and warrants to Owner as follows:

by the Plan Commission. shall require review and approval by the Corporate Authorities in addition to the aforesaid review conditional use, or a variation under the provisions of the the Village Code, such modified Site Plan modification to the Site Plan requires a major change to the approved planned development, a final authority in approving or denying such requested modifications. In the event such constitute its recommendation to the Corporate Authorities and the Corporate Authorities shall have Village Board for further review and vote, in which event the Plan Commission decision shall requested modifications to the Site Plan, Owner may elect to submit such modified Site Plan to the of the Village shall be required. In the event the Plan Commission disapproves all or any of such the Plan Commission such approval shall be final and no further review by the corporate authorities modifications to the Site Plan shall be reviewed by the Village Plan Commission and if approved by Site Plan which do not substantially comply with the Site Plan as approved herein, such or for the development within the Village following annexation, incorporate modifications to the In the event final plans for any portion of the Subject Property for the County Development,

HHSD has erected a "Montini Water Line Loop" around the perimeter of a portion of the high school building on the Subject Property and has agreed to provide water supply thereto. Owner may continue to receive public water service from HHSD upon and after annexation.

Notwithstanding any provision of the Village Code to the contrary, it is acknowledged by the Village that Owner may, at its sole election, hereafter continue to receive its water supply, in whole or in part, from the Montini Well during the life of this Agreement for so long as Owner is the record owner of the Subject Property and the use of the Subject Property is for an educational institution. However, in the event that significant health reasons exist or become present, as determined by the DuPage County Health Department, that renders the water supply inadequate to supply safe water to the Subject Property, this provision shall not apply, unless corrective measures are taken. The provisions of this paragraph shall not apply in the event that the Subject Property is transferred or conveyed to another party, or if the use of the Subject Property is other than a parochial high school.

Owner may, at its sole option exercised by written notice to the Village, choose to convert its water supply, in whole or in part, to the Village's water distribution system. Without limiting the generality of the foregoing, Owner may, for example and not by limitation, choose to use the Montini Well or the HHSD water supply to irrigate athletic fields, to cool the Owner's power plant and/or to provide water through the Montini Water Line Loop, but not for potable water purposes, and obtain potable water from the Village water distribution system. If and when Owner elects to obtain potable water from the Village's water distribution system, Village connection fees shall be reduced to fifty percent (50%) of the then generally applicable connection fee as provided for in the Village Code, and Owner shall thereafter be provided water through the Village's water distribution system at the in-Village rate charged from time to time by the Village therefor.

8. **Pre-Annexation Water Service:** At any time following the effective date of this Agreement, and prior to the annexation of the Subject Property to the Village, upon the payment by Owner to the Village of fifty percent (50%) of the then applicable water connection fees under the applicable provisions of the Village Code, the Village will allow Owner to connect to the Subject Property to the Village's water distribution system. Upon such connection being made, the Village, subject to all rules, regulations and ordinances of the Village, shall supply water to the Subject

7. **Sanitary Sewer Facilities:** Village represents and warrants to Owner as follows:  
 A. That the Subject Property is located within the Facilities Planning Area (FPA) of the Highland Hills Sanitary District (hereinafter referred to as the "District") and is currently connected to and is served by a sanitary sewer service system provided by the District. Owner, at its sole cost and expense, shall install and/or maintain sanitary sewer service to the Subject Property in accordance with the lawful regulations of the District, the Village's Subdivision Ordinance, or as modified by any final engineering plans hereafter approved by the Village and/or the District for the Subject Property for any future improvements. Owner shall grant or dedicate all easements required by the District or the Village for the construction of the necessary sanitary sewers serving the Subject Property. Owner further agrees to pay the District for any future tap-on, connection, and service fees imposed upon the Subject Property by the District.

Prior to obtaining water from the Village's water distribution system, the Village, at its sole cost and expense shall install water main extensions in accordance with the Village's Subdivision and Development Ordinance (Chapter 154 of the Village Code – hereinafter the "Subdivision Ordinance"). Owner shall grant or dedicate all easements required by the Village for the construction of the necessary water main extensions serving the Subject Property.

Property at in-Village rates to such capacity and in such amounts as will adequately service the Subject Property for its intended uses as permitted under this Agreement, provided, however, that Owner will pay promptly, upon request by the Village, all rates, fees and charges for such service and supply in effect for in-Village service and supply at the time of such connection or which may be thereafter, from time to time, imposed by the Village on a uniform basis throughout the Village.

**9. Storm Drainage Facilities:** Future on-site storm drainage lines and structures (hereinafter referred to as "Drainage Facilities") and storm water retention and/or detention areas (hereinafter referred to as "Detention/Retention Areas") sufficient to service the Subject Property in accordance with this Agreement. Any Drainage Facilities not conveyed to the Village and all of the Detention/Retention Areas shall be maintained by the Owner, or any successor in interest to the Owner. Following annexation of the Subject Property to the Village, a declaration of covenants and restrictions and/or an easement and operating agreement (hereinafter referred to as the "Declaration") shall be recorded against the Subject Property, which Declaration shall require Owner to provide for the care and maintenance of the private Drainage Facilities and the Detention/Retention Areas serving the Subject Property, and shall also provide for the right, but not the obligation or duty, of the Village to enter upon the Subject Property to maintain, repair and/or replace any private Drainage Facility and/or Detention/Retention Areas if the same is not maintained by Owners so that they remain fully operational. If the Village takes, in its sole discretion, any such action, the Declaration shall provide that the Owner shall immediately upon written demand reimburse the Village for all expenses incurred by the Village, and, if not promptly paid, the Declaration shall provide the Village with the right to record a lien for any such unpaid expenses against the Subject Property and to foreclose on any such lien. The portion of the Declaration pertaining to the foregoing items shall be in accordance with the requirements of the

Subdivision Ordinance and subject to the review and approval of the Village Attorney, which approval shall not be unreasonably withheld, prior to the recordation thereof.

As part of any application for additional site improvements or construction of buildings and structures on the Subject Property, Owner shall provide requisite engineering data demonstrating compliance with the provisions of Village Code and well as the DuPage County Stormwater and Floodplain Ordinance.

**10. Easements:** Owner shall provide all easements, both on-site and off-site (if

applicable), which may reasonably be required by the Director of Community Development to enable the Subject Property to be properly drained and to receive water, sanitary sewer, electric, telephone, gas, and cable television service if and when same is to be provided, with the Village being a named grantee in all said easements along with the applicable utility companies and cable television operator. The location for all public improvements shall be as approved by the Village and as shown on final engineering plans to be approved by the Director of Community Development.

**11. Contributions:** Owner shall have no obligation to make any contribution, in cash

or in kind, to any school district, park district or library district provided the Subject Property is operated and/or further developed in substantial conformity with this Agreement or pursuant to such other non-residential development plans as may from time to time be approved by the Village. The foregoing provision shall not eliminate or reduce Owner's obligation to pay other fees and charges applicable to the Subject Property pursuant to Village ordinances.

**12. Variations and Exceptions from Local Codes:** The specific variations and

exceptions from the Village's ordinances, rules, and codes as set forth in EXHIBIT C attached hereto and made a part hereof have been requested, approved and shall be permitted with respect to

The Village recognizes that the Subject Property is currently within the limits of the York Center Fire Protection District (hereinafter referred to as the "YCFPD"). Upon annexation of the Subject Property into the corporate limits of the Village, Owner and Village agree to allow the Subject Property to remain within the limits of the YCFPD, if such connection is desired by the YCFPD to maintain contiguity with other properties served by the YCFPD. In the event that the Subject Property is not required to be within the corporate limits of the YCFPD to create contiguity with other properties served by the YCFPD, upon a written request by the Village, the Subject Property shall, after its annexation to the Village, be disconnected from the YCFPD, by operation of law in accordance with 70 ILCS 705/20. Owner shall be responsible for the disconnection and shall reimburse the Village for any funds expended by the Village in relation to said disconnection, including, but not limited to any payments required by 70 ILCS 705/20(e),

**14. Fire District:**

13. **Cessation of the School Use:** If in the event that the Owner discontinues the use of the Subject Property as a parochial high school and intends to convert the Subject Property to a single family residential use, the Village agrees to hold any necessary public hearings and grant a map amendment rezoning the Subject Property from the R0 Single Family Residence District to the R2 Single Family Residence District to provide for a single family residential subdivision with 9,000 square foot median lot sizes. The regulations set forth within Village's R-0 zoning district classification, and all other applicable provisions of Village Code shall apply to any such other use.

Property to the Village.

the development, construction, and use of the Subject Property (hereinafter referred to as the "Permitted Conditional Uses, Variations and Deviations") upon annexation of the Subject

to, serve upon any other party in connection with this Agreement shall be in writing and shall be

A. Notices: Notice or other writings which any party is required to, or may wish

**17. General Provisions:**

of the Village Code.

shall not be required to improve 16<sup>th</sup> Street as part of this dedication, unless required by Chapter 154 considered as a legal nonconforming structure. Furthermore, the Village represents that Owner way purposes. Any nonconformities to the subject Property created by such dedication shall be forty feet (40') of the Subject Property (i.e., also the center line of 16<sup>th</sup> Street) for public right-of- and upon a written request by the Village, Owner shall provide for the dedication of the southern

**16. 16<sup>th</sup> Street Right of Way Dedication:** Upon annexation of the Subject Property

to the building codes applicable thereto.

buildings that are required to be protected by an approved automatic fire sprinkler system, pursuant compliance period, noted above, shall not apply to the construction of any building additions or new shall be approved by the applicable governmental permitting authority. The ten (10) year on the Subject Property prior to the expiration of the ten (10) year period, provided that such work Owner from installing approved automatic fire sprinkler system improvements within any buildings of the annexation of the Subject Property to the Village. This Agreement does not preclude the sprinklerization as a fire prevention measure by a date which is ten (10) years after the effective date Village that the interior of the existing school building on the Subject Property shall have

**15. Fire Sprinkler Improvements:** It is agreed by and between the Owner and the

YCFPD in the manner required by law.

and any legal fees and litigation costs, relative thereto. The Village shall provide notice to the

delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid,

addressed as follows:

(1) If to the Village or

Corporate Authorities:

President and Board of Trustees

VILLAGE OF LOMBARD

255 East Wilson Avenue

Lombard, Illinois 60148

With a copy to:

Village Manager

VILLAGE OF LOMBARD

255 East Wilson Avenue

Lombard, Illinois 60148

Director of Community Development

VILLAGE OF LOMBARD

255 East Wilson Avenue

Lombard, Illinois 60148

Thomas P. Bayer

KLEIN, THORPE AND JENKINS, LTD.

20 North Wacker Drive

Suite 1660

Chicago, Illinois 60606

(2)

If to the Owner:

Montini Catholic High School

19 W 070 Sixteenth Street

Lombard, IL 60148-4797

Attention: James Segredo, President

With a copy to:

Deutsch, Levy & Engel, Chartered

225 West Washington Street

Suite 1700

Chicago, IL 60606

Attention: Michael J. Devine



or to such other address as any party may from time to time designate in a written notice to the other parties.

**B. Continuity of Obligations:**

(1) Upon the condition that the requirements of this subsection 17B have been met, this Agreement shall insure to the benefit of and shall be binding upon Owner's successors in any manner in title, and shall be binding upon the Village and the successor Corporate Authorities of the Village and any successor municipality. In the event that the requirements of this subsection have not been met, this Agreement shall be binding upon, but shall not inure to the benefit of Owner's successors in any manner in title until such time as Owner has given the Village the notice required by this subsection.

(2) Notwithstanding any provision of this Agreement to the contrary, including but not limited to the sale or conveyance of all or any part of the Subject Property by Owner in accordance with subsection 17B(1) above, the Owner shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon Owner by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released Owner from any or all of such obligations.

(3) Except as otherwise provided in this subsection 17B, all the terms and conditions of this Agreement shall constitute covenants running with the land.

(4) Notwithstanding any provision of this Agreement to the contrary, after

approval and recording of the final plat of subdivision for the Subject Property, no successor in title other than the Owner shall be required to make any of the Contributions set forth in section 17B

hereof

C. **Court Contest:** In the event the annexation of the Subject Property, the classification of the Subject Property for zoning purposes or other terms of this Agreement are

challenged in any court proceeding, the period of time during which such litigation is pending, including (without limitation) the appeal time therefor, shall not be included, if allowed by law, in calculating the twenty (20) years period mentioned in subsection T below.

**D. Remedies:** The Village and Owner, and their successors and assigns, covenant

and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any party, or their successors or assigns, which default exists uncorrected for a period of ten (10) days after written notice to any party to such default, the party seeking to enforce said provision shall have the right of specific performance and if said party prevails in a court of law, it shall be entitled to specific performance. It is further expressly agreed by and between the parties hereto that the remedy of specific performance herein given shall not be exclusive of any other remedy afforded by law to the parties, or their successor or successors in title.

**F. Dedication of Public Lands:** Except as provided in Sections 10 and 16 above, in

no event, including (without limitation) the exercise of the authority granted in Section 5/11-12-8 of Division 11 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, shall the Village or Corporate Authorities require that any part of the Subject Property be designated for public purposes.

**F. Reserved:**

**G. Conveyances:** Nothing contained in this Agreement shall be construed to restrict or

limit the right of Owner to sell or convey all or any portion of the Subject Property, whether improved or unimproved.

**H. Survival of Representations:** Each of the parties agrees that the

representations, warranties and recitals set forth in the preambles to this Agreement are material to this Agreement and the parties hereby confirm and admit their truth and validity and hereby incorporate such representations, warranties and recitals into this Agreement and the same shall continue during the period of this Agreement.

**I. Captions and Paragraph Headings:** The captions and paragraph headings used

herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

**K. No Waiver or Relinquishment of Right to Enforce Agreement:** Failure of any

party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

**L. Village Approval or Direction:** Where Village approval or direction is required by

this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided herein or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.

**M. Recording:** A copy of this Agreement and any amendments thereto shall be

recorded by the Village.

**N. Authorization to Execute:** The officers of Owner executing this Agreement

warrant that they have been lawfully authorized by Owner Boards of Directors to execute this Agreement on behalf of said Owner. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. The Owner and Village shall deliver to each other upon request copies of all bylaws, joint venture agreements, resolutions, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

Agreement on the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this

County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

concerning this Agreement, its enforcement, or the subject matter thereof, venue shall be in DuPage

U. Venue:The parties hereto agree that for purposes of any lawsuit(s) between them

twenty (20) years from and after the date of execution of this Agreement.

T. Term of Agreement: This Agreement shall be in full force and effect for a term of

hereof, which date shall be the effective date of this Agreement.

and the President of the Village shall affix the date on which he/she signs this Agreement on Page 1

S. Execution of Agreement: This Agreement shall be signed last by the Village

referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

R. Definition of Village: When the term Village is used herein it shall be construed as

shall control and govern.

provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement

Q. Conflict Between the Text and Exhibits: In the event of a conflict in the

counterparts, each of which taken together, shall constitute one and the same instrument.

P. Counterparts: This Agreement may be executed in two (2) or more

writing and signed by them.

shall be binding upon the parties hereto unless authorized in accordance with law and reduced in

otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement

oral or written, express or implied, between them, other than are herein set forth. Except as herein

subject matter thereof, and there are no promises, agreements, conditions or understandings, either

agreements, conditions and understandings between the Owner and the Village relative to the

O. Amendment: This Agreement sets forth all the promises, inducements,

\_\_\_\_\_  
DATED:  
\_\_\_\_\_  
Its:

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

OWNER

\_\_\_\_\_  
DATED:  
\_\_\_\_\_  
DATED:  
\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
By:  
Village President

VILLAGE OF LOMBARD

[SIGNATURE PAGES TO FOLLOW]

STATE OF ILLINOIS )  
) SS )  
) COUNTY OF DUPAGE )

**ACKNOWLEDGMENTS**

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that William J. Mueller, personally known to me to be the President of the Village of Lombard, and Brigitte O'Brien, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_,

Commission expires \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF DUPAGE )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_

\_\_\_\_\_, are personally known to me to be the \_\_\_\_\_ Secretary of \_\_\_\_\_ President and \_\_\_\_\_

and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_

respectively, and that they appeared before me this day in Person and severally acknowledged that as such \_\_\_\_\_ President and \_\_\_\_\_

Secretary they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said Corporation, for the uses and purposes therein set forth, and the said deed of said Corporation, for the uses and purposes therein set forth, and the said \_\_\_\_\_, then and there acknowledged that said \_\_\_\_\_

Secretary as custodian of the corporate seal of said Corporation caused said seal to be affixed to said instrument as said \_\_\_\_\_ Secretary's own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_, \_\_\_\_\_ Commission expires \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
) SS )  
COUNTY OF DUPAGE )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY

CERTIFY that the above-named \_\_\_\_\_ and  
\_\_\_\_\_ are personally known to me to be the  
Secretary of \_\_\_\_\_ and also personally known to me to be the same persons whose names are  
subscribed to the foregoing instrument as such \_\_\_\_\_ and  
\_\_\_\_\_ respectively, and that they appeared before me this day in person and  
severally acknowledged that as such \_\_\_\_\_ President and  
Secretary they signed and delivered the said instrument, pursuant to authority given by  
\_\_\_\_\_ as their free and voluntary act, and as the free and  
voluntary act and deed of said \_\_\_\_\_, for the uses and purposes therein set  
forth, and the said \_\_\_\_\_, then and there acknowledged that said  
Secretary as custodian of the corporate seal of said \_\_\_\_\_ caused  
said seal to be affixed to said instrument as said \_\_\_\_\_ Secretary's own free and  
voluntary act and as the free and voluntary act of said \_\_\_\_\_, for the uses  
and purposes therein set forth.

GIVEN under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Commission expires \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Notary Public \_\_\_\_\_



EXHIBIT A  
LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

The south half of the southeast quarter of the northeast quarter of Section 20, Township 39 North, Range 11 East of the Third Principal Meridian, in DuPage County, Illinois.

Parcel Number: 06-20-202-024  
Common Address: 19W070 16<sup>th</sup> Street, Lombard

EXHIBIT B  
SITE PLAN



# Montini High School Aerial Photograph

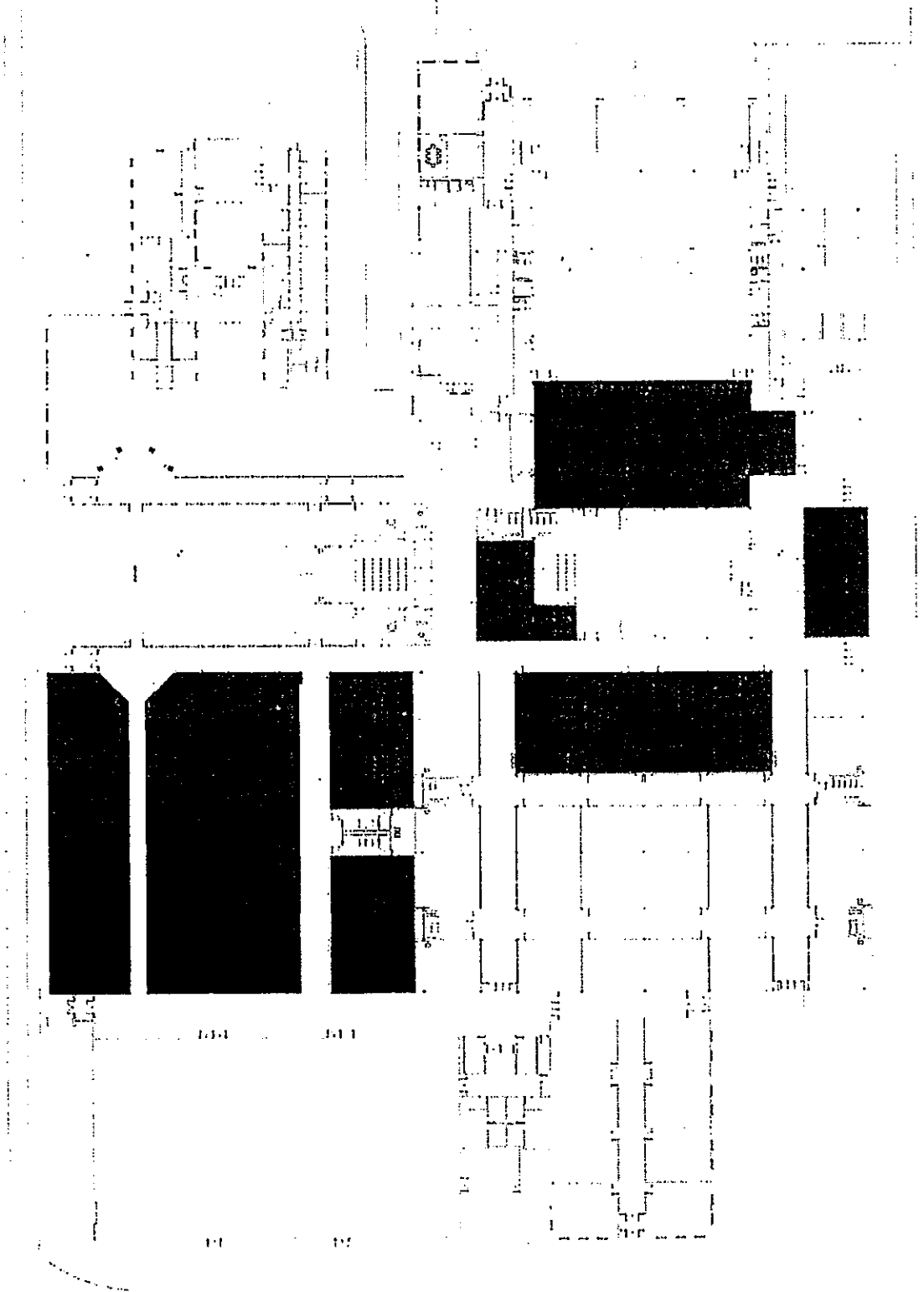


1 in. = 200.0 feet

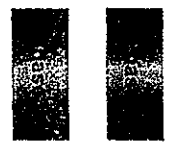




Phase I Floor Plan



Phase III

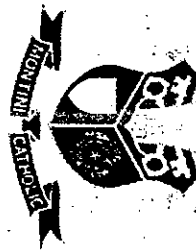




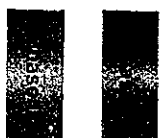
Construction of New Dominic Hall



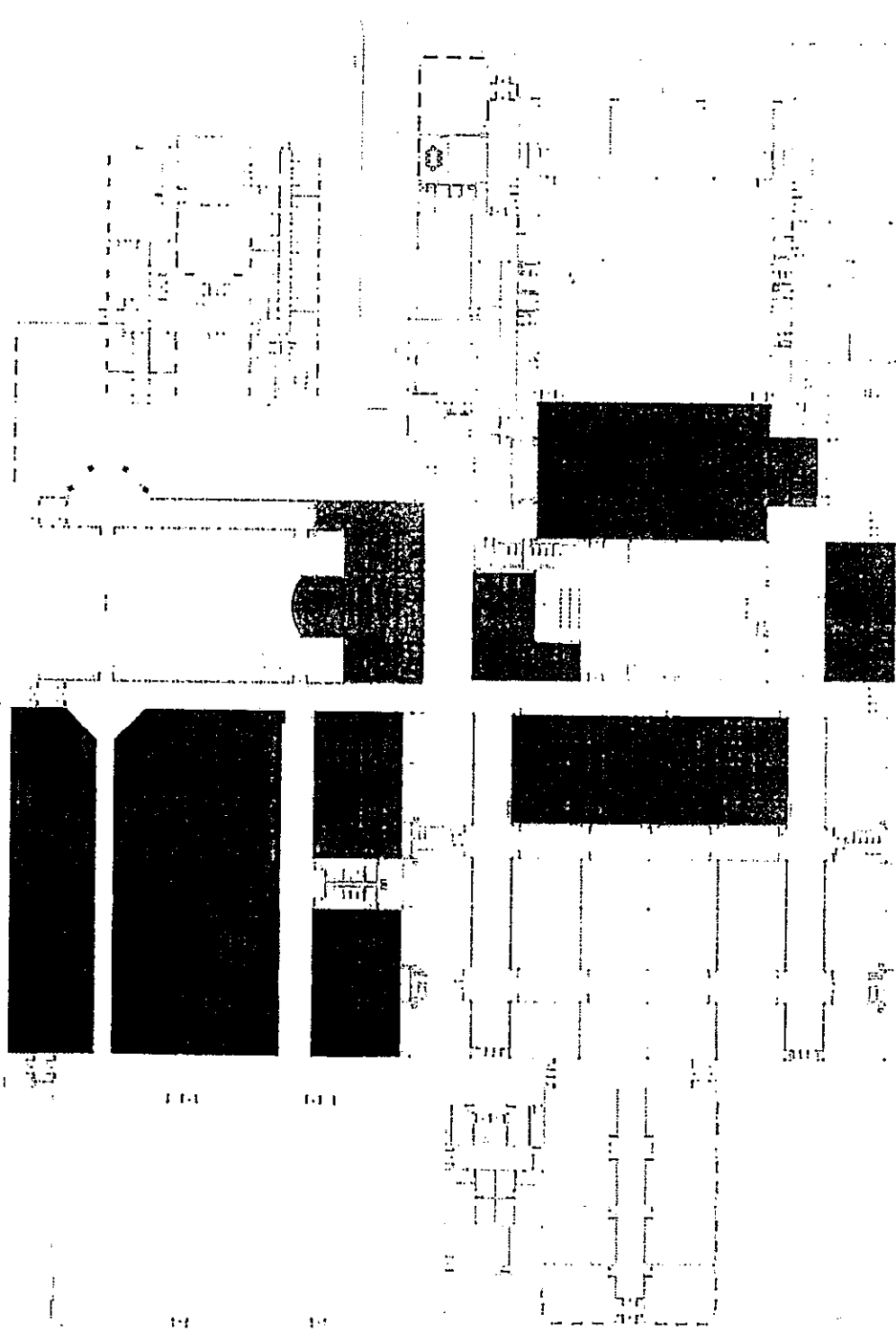
Phase I



Phase III



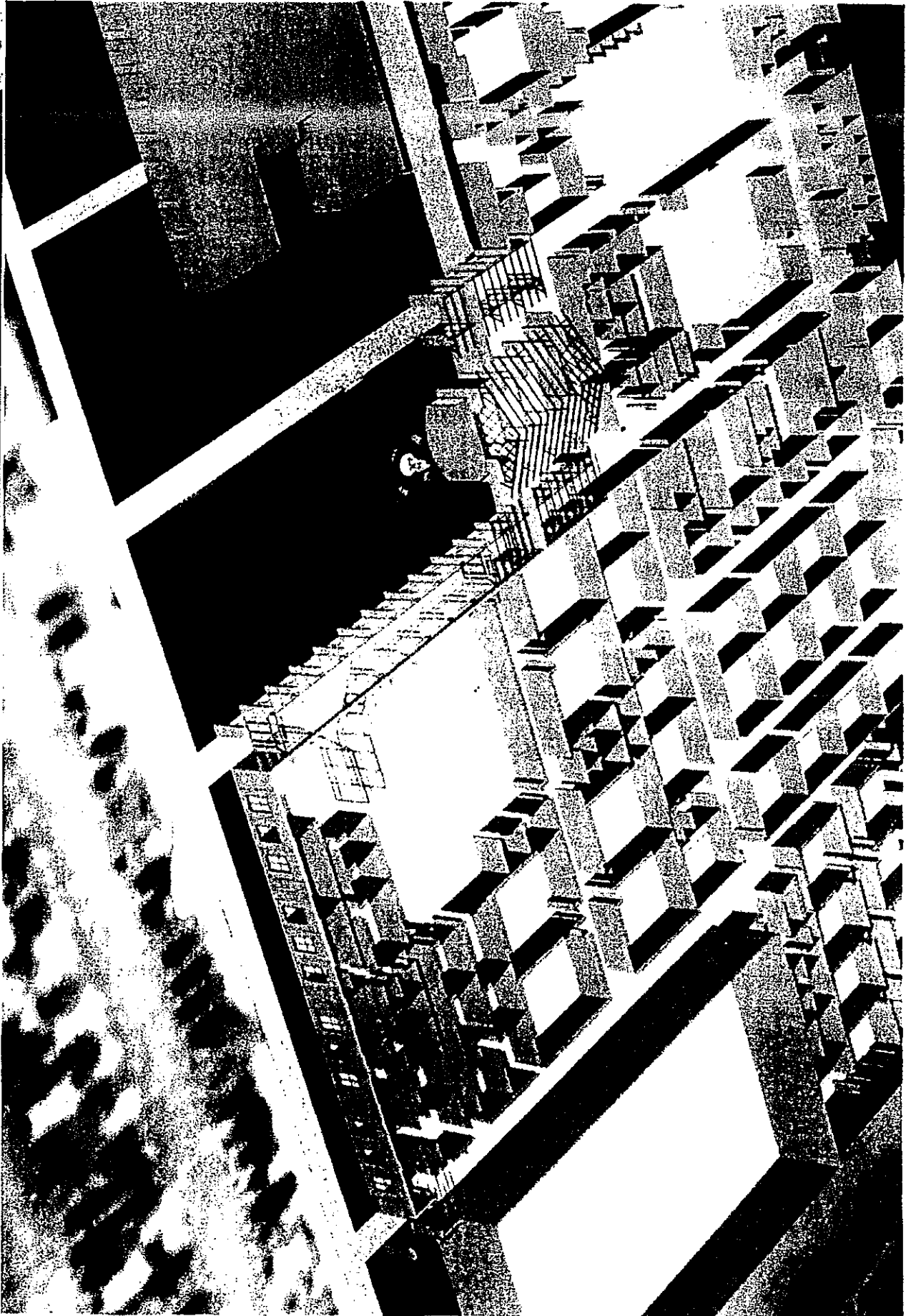
# Phase II Floor Plan





New Chapel

Phase II

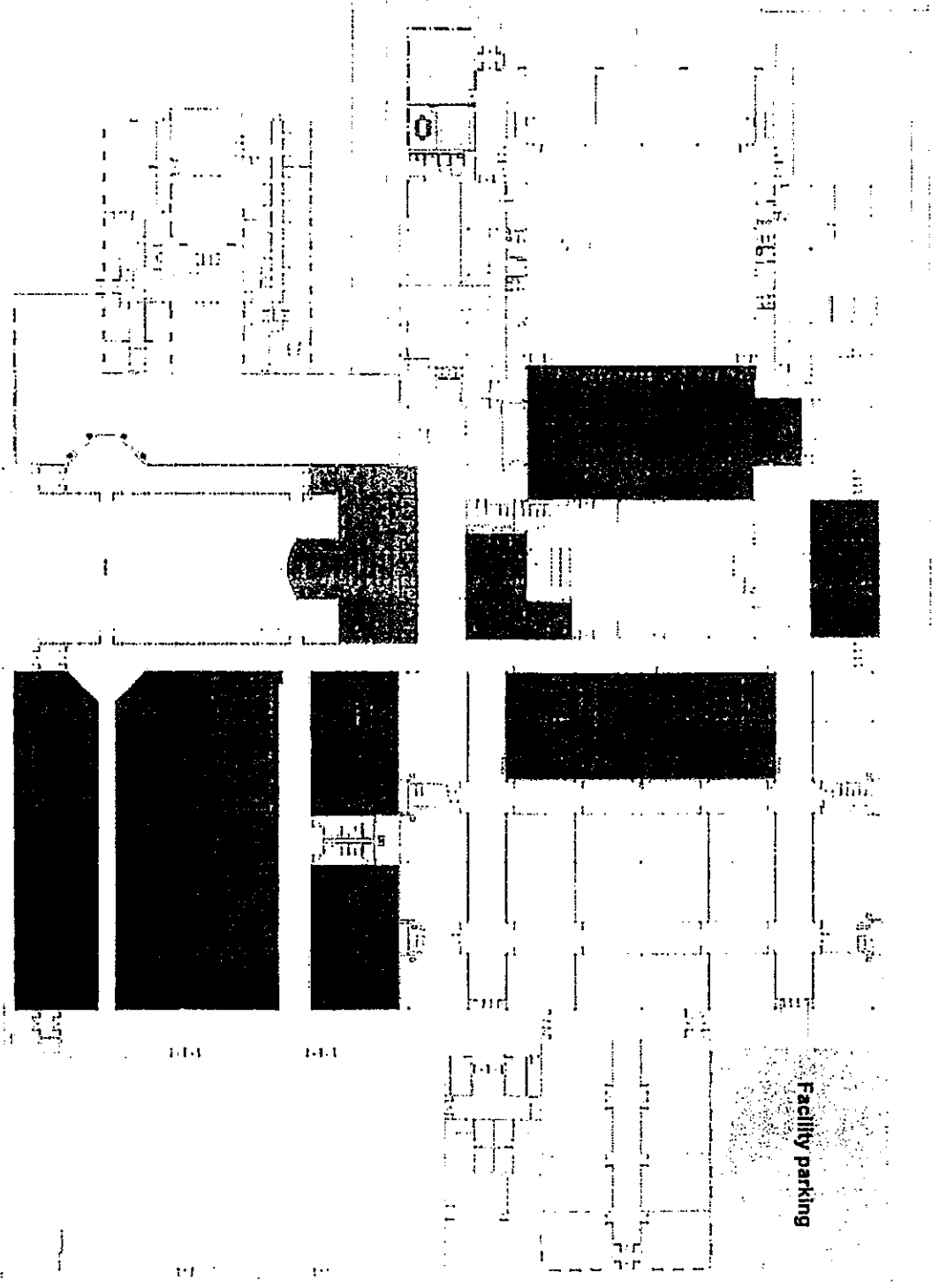




# Phase III Floor Plan



Phase III

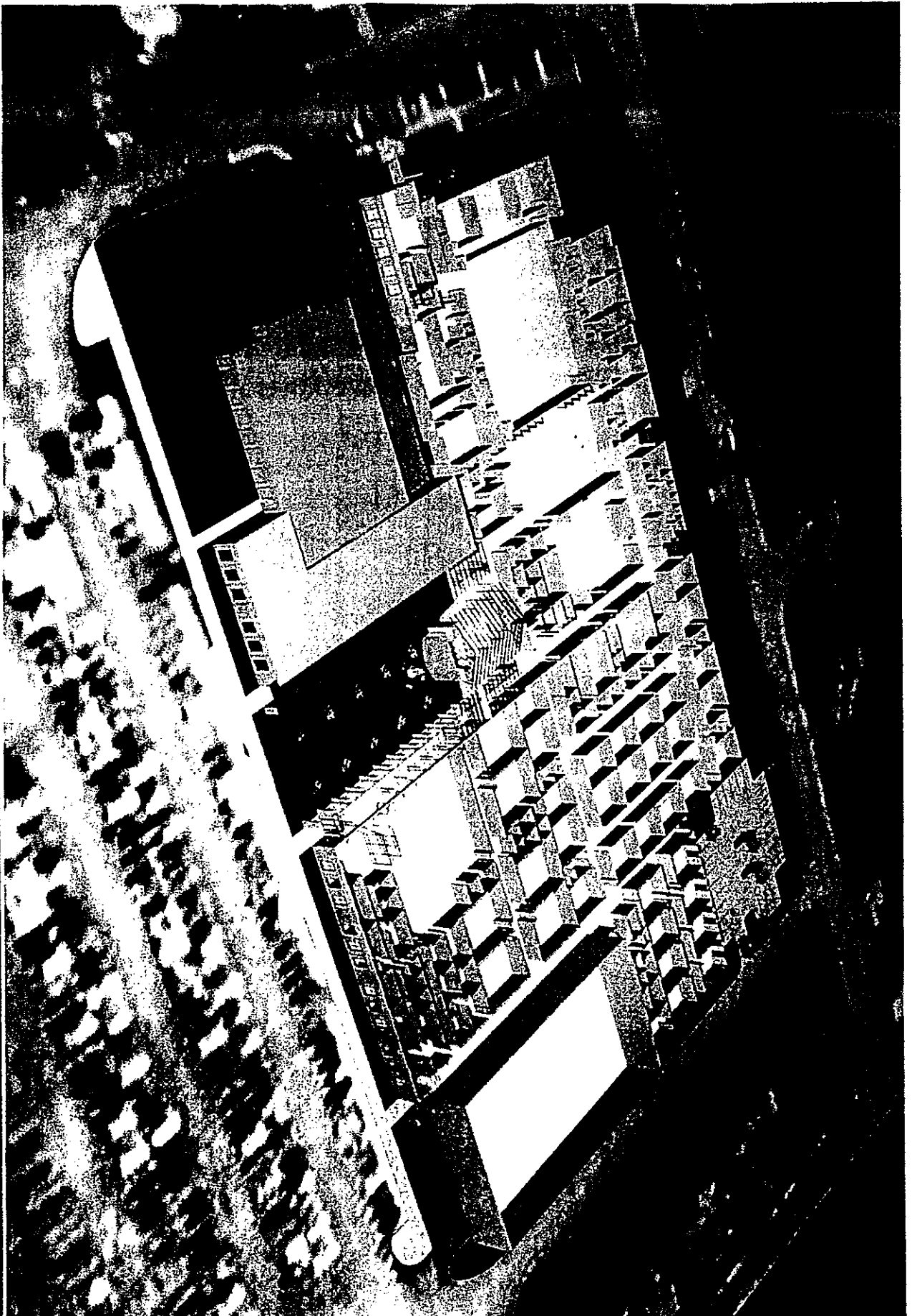


Facility parking



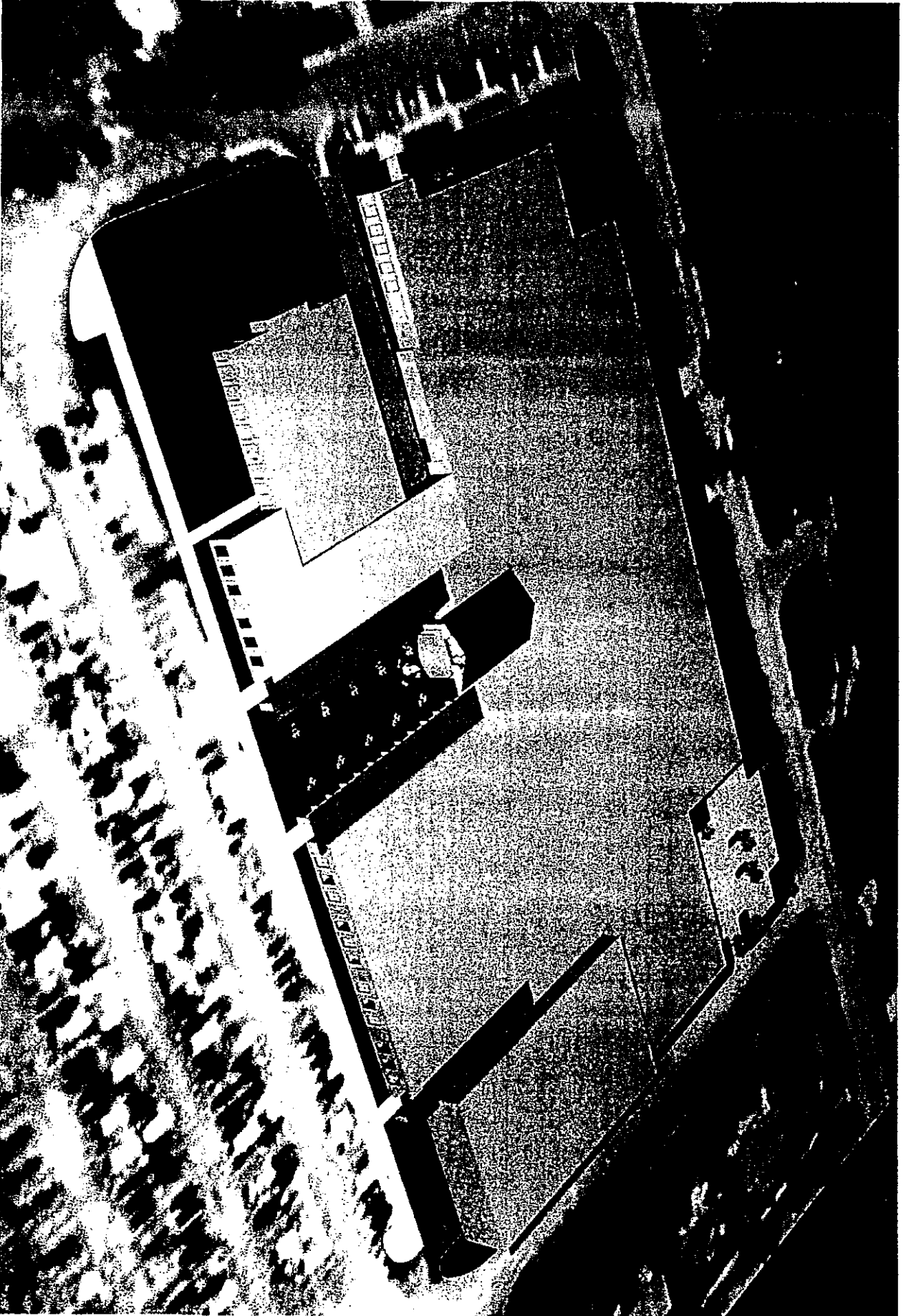


Phase III Renovation Showing Student Center Fitness Center-Parking





Completed Renovation



Phase III

EXHIBIT C

The specific variations and exceptions from the Village's ordinances, rules and codes as set forth below have been requested, approved and shall be permitted with respect to the development, construction and use of the Subject Property upon Annexation to the Village.

a) Lighting of Athletic Field.

The future lighting of the current Montini High School athletic fields shall be permitted provided that the light distribution at the property lines of the Subject Property does not exceed the thresholds described in the Village's Zoning Ordinance.

b) Sprinklerization of Buildings.

It is agreed that Owner shall be afforded a period of ten(10) years from the date of annexation of the Subject Property to cause the entire interior of those buildings devoted to the education of students to be sprinklerized as a fire prevention measure in accordance with current applicable Village ordinance. Further, all building in excess of 500 square feet that are devoted to the education of students that are constructed after the date of annexation of the Subject Property to the Village of Lombard shall be sprinklerized in accordance with applicable Village ordinance when so constructed.

c) Underground Tunnels.

It is agreed that the underground tunnels that are being used to transport air from the HVAC system to classrooms shall be accepted by the Village in their present condition without modification to conform to Village ordinance.

d) Construction Type.

All buildings in place on the date of annexation of the Subject Property may remain compliant with the 2C construction type classification of the Village. All new construction

undertaken after the annexation of the Subject Property to the Village of Lombard shall, except as herein provided, be compliant with then-applicable Village ordinance.

**e) Dead End Corridors in School Building.**

The location of the current science classrooms in the Montini High School creates two

dead-end corridors of greater than 20 feet in length. The Village of Lombard agrees to waive

compliance with applicable Village ordinance to allow such dead-end corridors to continue to

exist.

**f) Windows.**

The village agreed to waive compliance by Owner with applicable Village ordinance

requiring that classrooms have windows; provided, however, that all classrooms in buildings

newly-erected after the date of annexation of the Subject Property shall have windows in accord

with the applicable Village ordinance.

**g) Existing Walls-Fire Rating.**

The Village agrees to waive compliance by owner with applicable Village ordinances

requiring the fire rating of existing interior walls.

**h) Fire Lane.**

The Village hereby waives compliance with the requirement set forth in applicable

Village ordinance that all parts of the building be either 150 feet from a fire lane or contains a

standpipe as the center of the existing school building is more than 150 Feet from a fire lane and

there is no standpipe in such structure.

**i) Access Road West of Building.**

The Village hereby waives compliance with the requirement that the access road on the

west side of the current school building be at least 15 feet from such building.

**j) Storm Water Run-Off.**

The Village hereby agrees that the on-site and off-site stormwater detention as provided at the time of annexation is adequate and acceptable to meet the needs of the facility as developed. The Village hereby agrees to continue to allow off-site stormwater detention provided that the Owner demonstrate a enforceable and binding agreement for the use of such off-site detention facilities and that adequate detention can be provided pursuant to the applicable County of DuPage and other applicable local ordinances.

**k) Lack of Requisite Utility and Street Improvement.**

There are no utility or street improvements required by the subject annexation and, accordingly, there are no utility or street improvement costs to be borne by Owner as a consequence of the annexation of the Subject Property. Any utility "tap-on" or connection fees hereafter incurred by owner as a result of any future connection to Village utilities or services shall be at one-half (1/2) of the otherwise applicable rate established by Village ordinance.

**l) No Traffic Impact Study.**

The Village shall not require a traffic impact study of the impact of the operation of the Montini Catholic High School as a traffic generator in connection with the annexation of the Subject Property.

**m) No Land Dedication.**

No land, or cash-in-lieu of park land will be required by the Village in connection with the annexation of the Subject Property. Any part land dedication would only be considered by the Village in connection with a future residential use redevelopment plan concerning the Subject Property.

**n) No Oversizing of Facilities.**

The Village hereby waives any requirement of payment by Owner to oversize utility facility improvements per the Village Utility Policy in connection with the annexation of the Subject Property, as no such over-sizing of facilities is contemplated by the Village.

**o) Fences.**

The Village recognizes any fencing existing on the Subject Property that does not meet the provisions of Lombard Zoning Ordinance at the time of annexation shall be considered as a legal nonconforming structure.

**p) Fire Hydrant Spacing.**

The Village of Lombard waives compliance with Section 154.404-E-1 (Fire Hydrant Spacing) to allow the existing spacing of Fire hydrants on the Subject Property until such time as Owner shall undertake an improvement to its fire hydrant looping system at a future date. Further, the Village accepts the existing fire hydrant system unless and until same is replaced by Owner at which time the fire hydrant system shall be upgraded to Village standard. The current use of PBC pipe in the Montini Fire Loop and Fire Hydrant System shall be allowed until such time as Owner replaces such Montini Fire Loop and Fire Hydrant System.

**q) Track Access.**

The Village agrees to allow truck access for deliveries to the Subject Property and Montini Catholic High School, including deliveries by semi-trailer for cafeteria and other supplies and deliveries. Such deliveries may be accomplished through the use of 16th Street from and after the date of annexation.

**r) Future Residential Use by Christian Brothers.**

The Village recognizes that the Subject Property has been used for residential purposes for the Christian Brothers and hereby consents to the establishment and operation of future residential facilities for Christian Brothers on the Subject Property.