



Agenda
Village of Glen Ellyn
Regular Meeting
Monday, July 14, 2014
7:00 PM

Glen Ellyn Civic Center, Galligan Board Room

Village Board Meeting Procedures Statement

Visitors are most welcome to attend all meetings of the Village Board and can find copies of the Agenda on their chairs or online at www.glenellyn.org prior to the meeting. Meetings are taped and also televised on WideOpenWest Channel 6, AT&T Channel 99, and Comcast Cable Services Channel 10. Any individual with a disability requiring a reasonable accommodation in order to participate in a meeting should contact Harold Kolze, Village of Glen Ellyn ADA Coordinator, 630-469-5000, at least five (5) business days in advance of the next scheduled meeting. All matters on the Agenda may be discussed, amended, and acted upon.

A. Call to Order

B. Roll Call

C. Pledge of Allegiance

D. Village Recognition: (Village Clerk Galvin)

1. A grateful resident called to thank Sam Kozurek, Matt Marston and Jen Brown of the Public Works Department for promptly attending to pot holes.
2. Public Works Director Julius Hansen received a note of appreciation from a resident for taking the time to offer guidance regarding drainage and topography issues in the neighborhood.
3. Deputy Chief William Holmer sent a special note of thanks to Frank Frasco and Reed Chandler of the Public Works Department for quickly changing a flat tire on a squad car and to recognize the outstanding level of service always provided to the Police Department, which is very much appreciated.
4. A thank you letter was sent to William Miller of the Public Works Department for his friendly and helpful assistance in helping a resident during a project to cut-down the curb while replacing the driveway.
5. Chief Norton received a letter from Safe Harbor Children's Waiting Room thanking him for the very generous donation of stuffed toys to the children.
6. The Carol Stream Police Department sent a thank you letter to Officer Brad Thompson for his assistance which helped bring a successful conclusion to an interdepartmental matter.

E. Audience Participation

1. Brian Tegtmeier of Du-Comm will present information regarding Smart911.
2. Proclamation in recognition of the Glen Ellyn Fourth of July Committee.
3. Open:

Members of the public are welcome to speak to any item *not* specifically listed on tonight's agenda for up to three minutes. For those items which are on tonight's agenda, the public will have the opportunity to comment at the time the item is discussed. In either case, please complete the Audience Participation form and turn it in to the Village Clerk. It is requested that, if possible, one spokesman for a group be appointed to present the views of the entire group. Speakers who are recognized are requested to step to a microphone and state their name, address and the group they are representing prior to addressing the Village Board.

F. Consent Agenda - The following items are considered routine business by the Village Board and will be approved in a single vote in the form listed below: (Village Manager Franz)

Motion to approve the following items including Payroll and Vouchers totaling \$1,508,544.71: (Trustee O'Shea)

1. June 16, 2014 Regular Workshop Minutes.
2. June 23, 2014 Regular Meeting Minutes.
3. Total Expenditures (Payroll and Vouchers) - \$1,508,544.71.

The vouchers have been reviewed by Trustee O'Shea and Manager Franz prior to this meeting, and are consistent with the Village's purchasing policy.

4. Approve the recommendation of Village President Alexander W. Demos that the following appointments be made:

Recreation Commission - Susan Carroll for a term ending May 31, 2015;
Architectural Review Commission - Robert Dieter for a term ending January 31, 2015 and Timothy Loftus for a term ending January 31, 2015.

5. Ordinance No. 6245, An Ordinance Approving a Variation from the Buildable Lot Requirements of the Zoning Code to Allow the Separation and Sale of a Vacant Lot and the Construction of a Single Family Home for Property at 795 Hill Avenue. (Planning and Development Director Hulseberg)
6. Ordinance No. 6246, An Ordinance Granting Approval of Sign Variations for the Glen Crossings Shopping Center Located at 462 N. Park Boulevard. (Planning and Development Director Hulseberg)

7. Award of a contract with Sikich, LLP, of Naperville, Illinois, for temporary accounting services in the amount of \$37,500 to be expensed to the SY14 General Fund. (Interim Finance Director Coyle)
8. Reject the low bidder as not responsible and approve a contract with DMD Consultants, of Mosheim, Tennessee, for work associated with the 2014 Hydrant Painting Program, in the amount of \$18,450.00, to be expensed to the SY14 Hydrant Maintenance Fund. (Public Works Director Hansen)
9. Award of a contract in the amount of \$29,470 to A.C.B. Masonry, LLC, of Glen Ellyn, Illinois, for the 308 Wilson Avenue Renovation Project, to be expensed to the SY14 Water and Sanitary Sewer Fund. (Public Works Director Hansen)
10. Ordinance No. 6247-VC, An Ordinance Amending Title 1, Chapter 7-3 (A) (Village Attorney Appointment). (Village Manager Franz)
11. Resolution No. 14-10, A Resolution Approving and Authorizing An Employment Agreement with Greg Mathews as Part of his Appointment to the Village Attorney Position. (Village Manager Franz)

G. Glen Oak Country Club Annexation: (Presented by Planning and Development Director Hulseberg) (Trustee Ladesic)

1. Motion to open the Public Hearing to consider an annexation agreement and operating agreement for a portion of the Glen Oak Country Club located north and south of Hill Avenue between Spring Avenue and the east branch of the DuPage River commonly known as 21W451 Hill Avenue.
2. Ordinance No. 6248, An Ordinance Approving an Annexation Agreement and Operating Agreement for a portion of the Glen Oak Country Club Located North and South of Hill Avenue between Spring Avenue and the East Branch of the DuPage River Commonly Known as 21W451 Hill Avenue.
3. Motion to close the Public Hearing considering an annexation agreement and operating agreement for a portion of the Glen Oak Country Club located north and south of Hill Avenue between Spring Avenue and the east branch of the DuPage River commonly known as 21W451 Hill Avenue.

H. Hawthorne Improvements Project Closeout: (Presented by Professional Engineer Minix) (Trustee McGinley)

1. Resolution No. 14-11, A Resolution Concerning the Determination of the Glen Ellyn Village Board that Change Order Number One - Final with R. W. Dunteman Company for a decrease of \$195,897 is required for the Hawthorne Improvements Project for a revised and final contract cost of \$3,688,255.
2. Motion to increase the appropriation for construction phase engineering services associated with the Hawthorne Improvements Project provided by Civiltech Engineering, Inc. in the amount of \$25,000, for a revised total appropriation of \$445,000 to be expensed to the Water, Sanitary Sewer and Capital Projects funds.
3. Motion to approve Amendment No. 1 to the services agreement with Civiltech Engineering, Inc. for the Hawthorne Improvements Project for additional construction engineering expenses in the amount of \$46,375 resulting in a total not-to-exceed fee of \$445,000 for the work.

I. 2014 Refuse Rate Adjustment: (Presented by Interim Finance Director Coyle) (Trustee O'Shea)

1. Ordinance No. 6249-VC, An Ordinance Amending Chapter Six of Title Seven (Solid Waste Collection and Disposal).

J. Fire Prevention Award Program: (Presented by Economic Development Coordinator Hannah) (Trustee Clark)

1. Motion to approve the Fire Prevention Award Program Guidelines.

K. Reminders

1. A Village Board Workshop is scheduled for Monday, July 21, 2014 at 7:00PM in Room 301 of the Glen Ellyn Civic Center.
2. A Village Board Meeting is scheduled for Monday, July 28, 2014 at 7:00PM in the Galligan Board Room of the Glen Ellyn Civic Center.

L. Other Business

M. Adjournment



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 07/14/14 07:00 PM
Department: Administration - Recognition
Department Head: Al Stonitsch
Category: Recognition
Prepared By: Caroline Conlon

SCHEDULED

AGENDA ITEM (ID # 1324)

DOC ID: 1324

A grateful resident called to thank Sam Kozurek, Matt Marston and Jen Brown of the Public Works Department for promptly attending to pot holes.

ATTACHMENTS:

- Recognition 01 PW Sam Kozurek, Matt Marson & Jen Brown (PDF)

From: Dave Buckley
Se **Attachment: Recognition 01 PW Sam Kozurek, Matt Marston & Jen Brown (1324 : Recognition 01 PW**
To: Justin Keenan
Cc: Julius Hansen; Jennifer Brown; Max Brown; Mike Zitzka; Carolyn Robinson
Subject: FW: A Thank You from Resident

Justin,

Please consider the compliment of PW listed below for a future VB meeting. Sam Kozurek was a new FT MWI hire for Street Division in March 2014 and Matt Marston is a 3rd Year seasonal employee. Jen Brown, Street/Forestry Superintendent, instructed the work to get done on the same day.

Thanks,

Dave
David Buckley
 Assistant Public Works Director
 Village of Glen Ellyn
 Direct: 630-547-5513 Cell: 630-742-7194 dbuckley@glenellyn.org

From: Max Brown
Sent: Wednesday, June 18, 2014 9:22 AM
To: Dave Buckley
Cc: Jennifer Brown; Mike Zitzka
Subject: RE: A Thank You from Resident

Those two stellar individuals would be Sam Kozurek and Matt Marston. Jen gave the instruction to get it done.

Max

From: Dave Buckley
Sent: Wednesday, June 18, 2014 8:01 AM
To: Max Brown
Cc: Jennifer Brown; Mike Zitzka
Subject: FW: A Thank You from Resident

Max,

Can you provide the names of those filling potholes yesterday as well as who gave the instructions to the crew to fill them in the same day.

Thanks,

Dave
David Buckley
 Assistant Public Works Director
 Village of Glen Ellyn
 Direct: 630-547-5513 Cell: 630-742-7194 dbuckley@glenellyn.org

From: Carolyn Robinson
Sent: Tuesday, June 17, 2014 2:28 PM
To: Dave Buckley
Subject: A Thank You from Resident

The resident at 291 S Ellyn called this morning regarding some potholes that had opened up down the center of the street.

She called back about 2:00 to thank us for the prompt attention. We repaired the potholes today!

Carolyn



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 07/14/14 07:00 PM
Department: Administration - Recognition
Department Head: Al Stonitsch
Category: Recognition
Prepared By: Caroline Conlon

SCHEDULED

AGENDA ITEM (ID # 1325)

DOC ID: 1325

Public Works Director Julius Hansen received a note of appreciation from a resident for taking the time to offer guidance regarding drainage and topography issues in the neighborhood.

ATTACHMENTS:

- Recognition 02 PW Hansen (PDF)

Nice work Julius, caroline, please add to the next agenda.

Thanks.

Mark



From: Ann Riebock [mailto:akriebock@gmail.com]
Sent: Thursday, June 19, 2014 4:48 PM
To: Mark Franz
Subject: Appreciation

Hi Mark,

It's been a long time since I have seen you and I hope all is well with you and your family. I keep abreast of GE news of course and your board meetings – oh how I miss board meetings! You have really helped move the village forward positively with very little angst.

I wanted to pass along a note of appreciation and kudos to Julius Hansen, Director of Public Works. We have a bit of a water issues in our neighborhood with drainage and the overall topography. I wanted to consult with someone who might be able to give me some guidance prior to doing any further work. I called Julius today and he came over to look at our yard and offer some simple advice. I was so appreciative of his willingness to come in the moment. I know how precious those few moments can be when the schedule has an opening so I doubly appreciated him not taking advantage of what might have been a breather for himself.

I know well you don't receive enough positive feedback about your employees or yourself so I hope this bit of good news about your good work and the good work of those you supervise makes your day a little lighter.

Best Regards,

Ann Riebock



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 07/14/14 07:00 PM
Department: Administration - Recognition
Department Head: Al Stonitsch
Category: Recognition
Prepared By: Caroline Conlon

SCHEDULED

AGENDA ITEM (ID # 1326)

DOC ID: 1326

Deputy Chief William Holmer sent a special note of thanks to Frank Frasco and Reed Chandler of the Public Works Department for quickly changing a flat tire on a squad car and to recognize the outstanding level of service always provided to the Police Department, which is very much appreciated.

ATTACHMENTS:

- Recognition 03 PW Frasco and Chandler (PDF)

From: Julius Hansen
Sent: Tuesday, June 24, 2014 10:48 AM
To: Mark Franz
Subject: FW: thank you

Mark this is a great example of the Equipment Services Division supporting the Police department to the highest degree. This example is good to recognize when we are talking about new vehicle lifts and asking Frank to justify the Equipment Services Division.

From: Bill Holmer
Sent: Tuesday, June 24, 2014 10:10 AM
To: Julius Hansen
Cc: Frank Frasco
Subject: thank you

Julius,

Special thanks to Frank and Reed who came out to help us this morning. An officer had a flat on his squad car while at a crash scene and called Frank. Frank and Reed arrived immediately and had the tire changed before the officer was finished taking the report! I've said it before but I'm going to say it again – your crew provides an outstanding level of service to us, and I very much appreciate it. Without them, the fleet would be in trouble!

William Holmer
Deputy Chief of Police Operations
Glen Ellyn Police Department
535 Duane Street
Glen Ellyn, IL 60137
630-469-1187 phone
630-469-1861 fax
wholmer@glenellyn.org



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 07/14/14 07:00 PM
Department: Administration - Recognition
Department Head: Al Stonitsch
Category: Recognition
Prepared By: Caroline Conlon

SCHEDULED

AGENDA ITEM (ID # 1327)

DOC ID: 1327

A thank you letter was sent to William Miller of the Public Works Department for his friendly and helpful assistance in helping a resident during a project to cut-down the curb while replacing the driveway.

ATTACHMENTS:

- Recognition 04 PW William Miller (PDF)

RECEIVED
PUBLIC WORKS DEPARTMENT

JUN 23 2014

VILLAGE OF GLEN ELLYN
GLEN ELLYN, IL

Mr. Dan Minix

June 20, 2014

We live in Glen Ellyn at 869 Maryknoll Circle. We recently had our concrete driveway replaced. The project included having the curb cut down. One of the steps in the project included visits from William "Bill" Miller who explained the requirements for the curb cut-down. He also had to inspect the apron area before the cement pour to insure the code was met.

Bill was very friendly and completely explained the requirements. In this day and age, when many government employees are in the press for various problems, it was both a joy and refreshing to work with Bill. He was not only helpful but we could tell he took pride in his responsibility and works hard to help the residence comply with the codes of the village. We are fortunate to have such a person in Glen Ellyn who helps keep our community a wonderful place to live.

Sincerely,



William "Bill" Blackburn

869 Maryknoll Cir.

Glen Ellyn, IL 60137

630-942-1648



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 07/14/14 07:00 PM
Department: Administration - Recognition
Department Head: Al Stonitsch
Category: Recognition
Prepared By: Caroline Conlon

SCHEDULED

AGENDA ITEM (ID # 1328)

DOC ID: 1328

Chief Norton received a letter from Safe Harbor Children's Waiting Room thanking him for the very generous donation of stuffed toys to the children.

ATTACHMENTS:

- Recognition 05 Chief Norton Safe Harbor (PDF)

SAFE HARBOR CHILDREN'S WAITING ROOM

Operated by The Child Friendly Courts Foundation

June 26, 2014

Chief Phillip Norton
535 Duane St.
Glen Ellyn, IL 60137

Dear Chief Norton,

Thank you so much for your very generous donation to Safe Harbor . The stuffed toys will make many children very happy.

It is only through generosity from area residents, like you, that Safe Harbor can continue to serve our precious children.

Thank you, again, for your support.

Best regards,



Laurie Bullock
Director, Safe Harbor

505 County Farm Road
Wheaton, IL 60187

Phone: 630-407-8791 Fax:630-407-8792
E-Mail: laura.bullock@dupageco.org

The Child Friendly Courts Foundation is a 501(c)3 organization.



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 07/14/14 07:00 PM
Department: Administration - Recognition
Department Head: Al Stonitsch
Category: Recognition
Prepared By: Caroline Conlon

SCHEDULED

AGENDA ITEM (ID # 1329)

DOC ID: 1329

The Carol Stream Police Department sent a thank you letter to Officer Brad Thompson for his assistance which helped bring a successful conclusion to an interdepartmental matter.

ATTACHMENTS:

- Recognition 06 Officer Thompson from Carol Stream PD (PDF)



Village of Carol Stream POLICE DEPARTMENT

500 N. GARY AVENUE • CAROL STREAM, ILLINOIS 60188-1899
EMERGENCY (911) • NON-EMERGENCY (630) 668-2167 • FAX (630) 668-2397
www.carolstream.org

June 30, 2014

Chief Philip Norton
Glen Ellyn Police Department
535 Duane Street
Glen Ellyn, IL 60137

Dear Chief Norton,

I would like to thank you for sending Officer Brad Thompson to assist us on a burglary in progress at a business located at 660 Center Drive in Carol Stream on June 29, 2014. With assistance from several other departments, a perimeter was set up around the building. Two canine and contact teams entered the building and checked the interior. No offenders were located on the premises however; officers were able to recover the offender's truck loaded with several pallets of materials valued at \$4800.

Due to the actions of all the officers involved we were able to identify possible offenders and seize all the proceeds from the burglary. Thank you again for your cooperation in this effort.

Regards,

Acting Chief Ed Sailer
Carol Stream Police Department



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 07/14/14 07:00 PM
Department: Administration - Recognition
Department Head: Al Stonitsch
Category: Presentation
Prepared By: Caroline Conlon

SCHEDULED

AGENDA ITEM (ID # 1316)

DOC ID: 1316

Brian Tegtmeyer of Du-Comm will present information regarding Smart911.



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 07/14/14 07:00 PM
Department: Administration - Recognition
Department Head: Al Stonitsch
Category: Proclamation
Prepared By: Caroline Conlon

SCHEDULED

AGENDA ITEM (ID # 1310)

DOC ID: 1310

Proclamation in recognition of the Glen Ellyn Fourth of July Committee.

ATTACHMENTS:

- Proclamation 4th of July Committee (PDF)



Proclamation

IN RECOGNITION OF THE GLEN ELLYN FOURTH OF JULY COMMITTEE

WHEREAS, the Fourth of July Committee, comprised of volunteers from the Glen Ellyn community, has organized and developed the Fourth of July celebration for many, many years; and

WHEREAS, festivities have included an exciting Boat Regatta, Picnic in the Park, Freedom Four Run, a grand Parade, family activities, and a breathtaking fireworks display; and

WHEREAS, the strong sense of volunteerism exhibited in the Village of Glen Ellyn is the backbone of our community, and a characteristic that sets Glen Ellyn apart as an outstanding municipality comprised of caring individuals, families, and community leaders committed to excellence and service;

NOW, THEREFORE, I, ALEXANDER W. DEMOS, President of the Village of Glen Ellyn, do hereby extend the gratitude of the Village Board to the Fourth of July Committee and encourage the residents of our Village to recognize and honor those among us who have dedicated their time, energy, and enthusiasm in order to preserve our Village traditions.

VILLAGE PRESIDENT
ATTEST:

VILLAGE CLERK

DATE



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 07/14/14 07:00 PM
Department: Administration - Recognition
Department Head: Al Stonitsch
Category: Minutes
Prepared By: Caroline Conlon

SCHEDULED

AGENDA ITEM (ID # 1322)

DOC ID: 1322

June 16, 2014 Regular Workshop Minutes.

ATTACHMENTS:

- Minutes 06-16-2014 Regular Workshop (PDF)

**Minutes
Village of Glen Ellyn Board of Trustees
Regular Workshop Meeting
Monday, June 16, 2014**

Call to Order

President Demos called the meeting to order at 7:01 p.m.

Roll Call

Upon Roll Call by Clerk Galvin, Trustees Burket, Ladesic and O'Shea answered "Present".

Staff present: Village Manager Franz, Assistant Village Manager Stonitsch, Glen Ellyn Volunteer Fire Company Chief Bodony, Director of Planning and Development Hulseberg, and Police Sargent Jean Harvey.

Pledge of Allegiance

President Demos asked Sergeant Harvey to lead the Pledge of Allegiance.

Agenda Item E. - Fire Prevention Award Program: (Village Manager Franz)

Village Manager Mark Franz presented the proposed Fire Prevention Award Program.

1. Businesses/Properties must reside in the C5A or C5B Downtown Commercial Districts to be eligible.
2. Business/property owners participating in the Village's Downtown Retail Improvement Award Program are not eligible for this Award Program; however, fire safety improvements are eligible under that program as well and are required to either be in place or to be part of the proposed improvements under the Downtown Retail Improvement Award Program.
3. Projects must have a minimum budget of \$2,000.
4. Similar to the Village's Façade and Interior Improvement Awards, financial awards are available to business owners or property owners, for no more than \$15,000 per building, per unit.
5. Properties are eligible a maximum of two (2) times for this award providing:
 - It has been five (5) years since they received the Award for an Alarm System installation; they are applying to upgrade an antiquated system; have received confirmation from both the Village of Glen Ellyn Planning and Development Department and Fire Department that their system is in need of upgrading.
 - It has been five (5) years since they received the Award for an Alarm System installation and they are upgrading to a sprinkler system.

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Regular Workshop Meeting
Glen Ellyn Village Board of Trustees
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6. All contractors working on the project must be registered with the Village's Planning and Development Department prior to building permits being issued.

7. Award applicants will be reviewed on a case by case basis.

8. The determination of eligibility and priority for awards is at the discretion of the Village Board, is subject to the scope of the work completed and is subject to funds availability. The Village Board may approve awards up to \$15,000.

9. Eligible Improvements include only:

- Fire Alarm systems, including any needed electrical service improvements;
- Fire sprinkler system installations or upgrade, including any needed water service improvements.

10. The Fire Prevention Award is not a reimbursement or direct payment for the costs of fire safety improvements. Rather, the award is designed to encourage business to make their own investment into fire prevention. Awards are only valid if the fire prevention improvements in question are completed within a year of the date of the Award approval.

Staff is requesting the Village Board to discuss the proposed Fire Prevention Award program and provide direction to staff to move the program forward for adoption by the Village Board.

President Demos commented that awards with jumps encourage increased spending. He stated he would like to know which buildings are eligible.

Chief Bodony responded that some buildings are more challenging than others due to their design. Larger ones could impact several businesses. Chief Bodony commented on the voids in the sidewalks which at one time were coal beds. Basement fires are hard to control, early warning is needed and that is a benefit not only to the property owner but for the community.

President Demos clarified that these are awards and not grants. Chief Bodony responded that it is difficult to find grant money when the beneficiary is a private entity. He checked with FEMA, there are no fire grants available as this is an ancillary benefit to the Fire Company.

President Demos asked Director Hulseberg about mandating a program. Director Hulseberg responded that in her last position in Woodridge this was required for multi-family. There were a lot of concerns regarding financial hardships and issues with code enforcement. Director Hulseberg suggested a lengthy time frame such as 3 years to mandate a program. Chief Bodony added that the new technology can greatly reduce costs. Manager Franz responded that all of these awards are TIF eligible.

Trustee Ladesic asked if PADS sites would be required to have fire alarms.

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Regular Workshop Meeting
Glen Ellyn Village Board of Trustees
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Agenda Item F. - Multi-Family Rental Property Regulations: (Planning and Development Director Hulseberg and Police Chief Norton)

Planning and Development Director Staci Hulseberg and Police Chief Phil Norton presented the potential multi-family rental property regulations.

The Village of Glen Ellyn has approximately 1,700 rental dwelling units. Over the years, the Village has become aware of problems with pest infestation, poor maintenance, mold, lack of fire/smoke alarms, and the like in rental units in certain rental developments in the community. These conditions do not reflect either the minimum standard or quality of living that should be expected in Glen Ellyn.

Currently, rental property issues are brought to the attention of the Village by residents on a complaint basis. If complaints are not made, safety and maintenance issues may go undetected and unaddressed. If a complainant will allow access to their unit, building inspectors can evaluate if building code violations exist that the Village can pursue. If access to the unit is not provided, the Village is limited in its ability to follow-up on complaints. Currently, the Village only has the authority to inspect the common areas of multi-family buildings. The Glen Ellyn Fire Company conducts annual inspections of the common areas of multi-family buildings for fire safety violations. Occasionally, the Police Department will report an issue after having been in a unit on a separate criminal complaint. The Village does not have the authority to inspect individual units unless we are invited into a unit by the occupant, permitted access by the owner or there is a building permit associated with the unit.

Rather than continuing to respond to complaints in a reactionary manner, Village staff has explored options to take a more proactive approach to pursuing rental housing issues through various programs including multi-family licensing regulations, crime-free housing programs, and nuisance ordinances. If the Village were interested in pursuing one of these programs, or a combination thereof, we would be able to design a program that would meet Glen Ellyn's needs. A brief description of each of the programs is provided below along with some of the more noteworthy elements of the programs.

A rental property licensing program would require all multi-family rental properties (excluding condos, townhomes, and single-family homes) to obtain a license from the Village in order to operate. With this program in place, the Village would be able to hold rental property units to specific safety and maintenance standards. If these standards are not met, the Village would have the authority to deny a property manager their license to rent units and proceed with the most appropriate course of enforcement action.

Comparisons were provided from Aurora, Hanover Park, Carol Stream and Glendale Heights,

- Registration vs. Licensing.
- Crime Free Housing Element
- Inspections

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Staffing. In order to implement a rental licensing program, the Planning and Development Department would need to hire either an additional inspector or a consultant to perform the work. We estimate that a .75 FTE Village employee would be necessary to run the program based on other community's staffing models. The employee would be required to schedule inspections, perform inspections and re-inspections, review lease addendums, write letters communicate with property owners, issue citations, and issue licenses. The cost breakdown of the two options is provided below

Village Board Question: Which option below should the Village staff pursue related to rental properties in the Village?

1. Continue the status quo with no changes
2. Require rental property registration which requires increasing an existing inspector's hours from 20/week to 30/week
3. Require rental property licensing (may or may not include crime free housing elements), requiring the hire of one .75 FTE inspector
4. Adopt a stand-alone crime free housing program requiring the hire of one full-time sworn police officer
5. Adopt a nuisance abatement ordinance which does not require the addition of any staff6. Adopt any combination of the options above

Director Hulseberg stated asked the Board for direction and stated that she has no strong opinion either way. The minimum staff recommendation is options 2 (Require rental property registration which requires increasing an existing inspector's hours from 20/week to 30/week) and 5 (Adopt a nuisance abatement ordinance which does not require the addition of any staff). Director Hulseberg pointed out that this still does not give the Village the opportunity to access and inspect individual's apartments.

President Demos inquired about Item 3 (Require rental property licensing may or may not include crime free housing elements), requiring the hire of one .75 FTE inspector with the Crime Free element.

Chief Norton stated his preference to start this program out slow.

Director Hulseberg pointed out the issue of overcrowding and that some units have 6-12 people living in one unit.

Trustee Ladesic stated this is a problem that exists and he definitely supports this. This is for public safety. Director Hulseberg responded that the first year all landlords would be required to attend training.

Trustee Burket commented that this is only as good as the inspectors; this is a problem looking for a solution. Renters should be assured minimum living standards.

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Trustee O'Shea asked how this would be enforced. Chief Norton said by stickering the door which would mean that the landlord would be prohibited by the Village by renting the unit.

Manager Franz responded that this is in response to isolated issues with rental properties in Glen Ellyn.

Trustee Burket stated that 85% of the landlords would welcome this.

Director Hulseberg stated that they are not targeting single family home rentals as it is not necessary. Trustee O'Shea agreed.

Mr. Bruce Eilert, 4537 Ivanhoe, Lisle approached the Board and disagreed with the proposed Ordinance. A landlord and former resident, Mr. Eilert stated that this proposal centers on Ana/Parkside Apartments, which he stated is the Village's main problem. Mr. Eilert pointed out that Parkside was recently sold and the new owners are in the process of cleaning up the property, making the proposed ordinance unnecessary.

Manager Franz responded that this is a workshop and more of a brainstorming session and that no action would be taken on this issue tonight.

Mr. Eilert commented that there are some bad apples in apartments and that there are issues in single family dwellings as well. Perhaps the Village should be looking into hoarders. Trustee Ladesic responded they are targeting one problem and there are problems all over.

President Demos told Mr. Eilert that as a landlord he is a business and as a business he is subject to regulation. This is a life safety issue and it needs to be regulated. Mr. Eilert responded that it may be a business but it is also someone's residence. In New York, he pointed out if there is a fire call, than an inspection may be conducted.

Mr. John Talaber, 155 Surrey Drive, Glen Ellyn approached the Board to offer his opposition to the proposed ordinance. Mr. Talaber stated that he is a landlord and has been a part of his community for over 20 years. He has concerns with the issues presented, especially #3 and has seen how this does not work in other towns. Mr. Talaber pointed out how the community worked with the Village and the Police Department over 20 years ago to clean up the Braeside neighborhood. Chief Norton responded that this is a different issue. Mr. Talaber responded that he and Bruce (Mr. Eilert) are at their buildings every day, and there is a lot of pride in the community.

Mr. Talaber commented that the overhead is high as a landlord, they are already pushing us to push higher rents and that may not always get them the best tenant. We do not want to go the route of other communities with licensing/registration/inspection programs.

Trustee Ladesic asked about the cost. Mr. Talaber suggested looking at Lisle. In Lisle all apartments are inspected upon turnover at \$5 per unit. This has been an effective and non-intrusive program. Mr. Talaber further stated that the communities used as an example are communities Mr. Talaber would not even consider purchasing in.

Minutes
Regular Workshop Meeting
Glen Ellyn Village Board of Trustees
Monday, June 16, 2014
Page 6

Mr. Talaber added that the licensing/registration fees only add to the cost. He is a part of this community and wants to see it make the right choices. Naperville has incentives for landlords to re-invest in their properties. If you keep good people you continue to get good people.

Mr. Sam Tapia, 1185 Surrey Drive, Glen Ellyn approached the Board to express his opposition to the proposed ordinance. Mr. Tapia stated that Glen Ellyn is by far more upscale than the comparisons used in presenting the proposed ordinance. This proposed ordinance may negatively impact all property values. This provides for a burden of increased staff, when every other community is cutting their budgets and staff.

Mr. Tapia related his experience with inspections and being told by a Village inspector that he needed a new hand rail. The permit alone to replace the handrail was \$350.

President Demos thanked all who approached the Board and stated that this proposed ordinance is just in the brainstorming phase. President Demos also stated that the next workshop discussion on this subject should include the entire Board.

Adjournment

At 8:31 p.m. a motion was made by Trustee Burket and seconded by O'Shea to adjourn. Motion carried.

Respectfully submitted,

Catherine Galvin,
Village Clerk

**Glen Ellyn Village Board**

535 Duane Street
Glen Ellyn, IL 60137

Meeting: 07/14/14 07:00 PM

Department: Administration - Recognition

Department Head: Al Stonitsch

Category: Minutes

Prepared By: Caroline Conlon

SCHEDULED**AGENDA ITEM (ID # 1323)**

DOC ID: 1323

June 23, 2014 Regular Meeting Minutes.**ATTACHMENTS:**

- Minutes 06-23-2014 Regular Meeting (PDF)

**Minutes
Regular Board Meeting
Glen Ellyn Village Board of Trustees
Monday, June 23, 2014**

Call to Order

Village President Demos called the meeting to order at 7:03 p.m.

Roll Call

Upon roll call by Village Clerk Galvin, Village President Demos and Trustees Burket, Clark, Elliott, Ladesic, and McGinley answered "Present".

Pledge of Allegiance

President Demos asked IT Manager Mark Binkerd to lead the Pledge of Allegiance.

Village Recognition:

1. The Kiwanis Club of Glen Ellyn sent a thank you letter to Chief Phil Norton in recognition of the generous donation to its silent auction for the Eliminate Project, which raised funds to provide 3400 immunizations for the Maternal Neo-Natal Tetanus effort.
2. The Hadley Jr. High Wildcats R/C Club sent a note to Chief Norton in gratitude for the donation to its prize list.
3. The Village would like to thank Bonnie Girsch for her service on the Recreation Commission as a member and also as the Chairman.
4. The Village Board and Management Team congratulate the following employees who recently celebrated an anniversary as a Village employee:

Richard Mascarella	Public Works Department	30 Years
Robert Acton	Police Department	25 Years
Janet Terranova	Police Department	15 Years
Louise Korhorn	Finance Department	15 Years

Audience Participation

Proclamation in recognition of the Glen Ellyn Lions Club 90th Anniversary.

Clerk Galvin read a Proclamation in recognition of the Glen Ellyn Lion's Club 90th Anniversary which was presented to the Lion's Club President Alan Buttimer and Lion's Club member Geoff Bevington. Mr. Buttimer thanked the Board and commented that the Lion's Club has always appreciated their relationship with the Village. Their goals for 2014 include increasing membership, forming a Leos (youth version) and conducting more community service activities.

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 Monday, June 23, 2014
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Proclamation in recognition of Glen Ellyn's Founding Families.

Clerk Galvin read a Proclamation in recognition of Glen Ellyn's Founding Families which was presented to Glen Ellyn Historical Society Executive Director Jan Shupert-Arick. Ms. Shupert-Arick thanked the Board for their continued support of the Glen Ellyn Historical Society.

Consent Agenda:

Consent Agenda - The following items are considered routine business by the Village Board and will be approved in a single vote in the form listed below:

1. June 9, 2014 Regular Meeting Minutes.
2. Total Expenditures (Payroll and Vouchers) - \$1,696,119.87.

The vouchers have been reviewed by Trustee McGinley and Manager Franz prior to this meeting, and are consistent with the Village's purchasing policy.

3. Approve the recommendation of Village President Alexander W. Demos that the following appointments and reappointments be made for the following Boards and Commissions:

Building Board of Appeals - Michaelene M. Burke Hoeh for a term ending May 31, 2017 and James H. McGinley for a term ending May 31, 2017.

Finance Commission - Steve Rackl for a term ending May 31, 2017 and Jeremy Van Ek for a term ending May 31, 2017.

4. Waive Section 10-4-3(B) (Outdoor Merchandise) of the Village Code and approve the ComEd Smart Meter Special Events on Wednesday, June 25, 2014 in Newton Park and on Tuesday, July 22, 2014 in the Village Green Park.
5. Waive section 6-2-2.5 (Unnecessary Noise) and Section 10-4-16(B)8 (Promotional Activities) of the Village Code and approve the Mulyk, Laho & Mack, LLC Christmas in July special event on Thursday, July 10, 2014 from 5:00 p.m. to 10:00 p.m. in their parking lot located at 45 S. Park Boulevard.
6. Approve the membership dues for the DuPage Mayors and Managers Conference in the amount of \$24,375.60 to be expensed to the SY14 Village Board and Clerk Dues/Subscriptions Fund.
7. Ordinance No. 6243, An Ordinance Ascertaining the Prevailing Rate of Wages for Laborers, Workmen, and Mechanics Employed by Contractors Performing Public Works for the Village.
8. Resolution No. 14-09, A Resolution authorizing the Village to enter into a real estate contract, for the purchase of 55 S. Park Blvd, in the amount of \$225,000.00.
9. Ordinance No. 6244, An Ordinance Granting Approval of Exterior Appearance, Sign Variations and Zoning Variations for Pet Supplies Plus to be Located at 299 Roosevelt Road.

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Regular Board Meeting
Glen Ellyn Village Board of Trustees
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10. Reject the low bid as not responsible and approve award of a contract to Denler, Inc. for work associated with the 2014 Asphalt Joint and Crack Filling Program, in the amount of \$45,000 (including a contingency up to the funded amount), to be expensed to the SY14 Capital Projects Fund.

Trustee McGinley commented that Building Board of Appeals commissioner applicant Mr. James H. McGinley is not related to her.

A motion was made by Trustee McGinley and seconded by Trustee Burket to approve the Consent Agenda Items 1-10 including Payroll and Vouchers totaling \$1,696,119.87.

Upon roll call, Trustees Burket, Clark, Elliott, Ladesic and McGinley voted "Aye." Motion carried.

Agenda Item G- 2014 Manhole Rehabilitation Program: Presented by Public Works Director Hansen

The work included in this year's program consists of rehabilitating approximately 105 sanitary sewer manholes located on the central and northerly portions of the Village where structure rehabilitation will prove significantly beneficial based on engineering studies performed by RJN Group. Manhole rehabilitation includes such activities as manhole lining, grouting, sealing and adjusting frames, and installing internal seals. Rehabilitation of the sanitary sewer manholes are an important part of our program as it reduces the amount of Inflow/Infiltration (I/I) into the Glenbard Wastewater Authority treatment plant as well as providing longevity for our structures. Subsequently, the removal of clear water will increase the efficiency of our system and reduce costs at the treatment plant.

The budgeted amount for SSES Follow Up/Sewer Lining for SY14 is \$550,000 and the funding for the 2014 Manhole Rehabilitation Program is appropriately drawn from this amount. However, being mindful of future sanitary endeavors, we are requesting a slightly reduced amount of funding for this program in the amount of \$300,000. The project will be closely monitored to work within the reduced amount

Mr. Scott McFedries, Laborers District Council, 999 McClintock Drive, Burr Ridge, IL approached the Board regarding KIM Construction. Mr. McFedries requested that low bidder, KIM Construction, should not be considered a "responsible" bidder due to an Illinois Department of Labor (IDOL) violation notice regarding the payment of prevailing wages.

KIM Construction's attorney submitted a letter clarifying the events of the IDOL audit and final resolution. The letter indicates that there was no willful violation, but merely a simple math error leading to a \$176.53 correction in employee payments. Pertinent documents were provided to the Board prior to the meeting. Both Village staff and RJN Group do not perceive this incident to rise to the extent of jeopardizing KIM Construction's status as a responsible bidder. Village bidding documents are carefully crafted to alert the potential bidders that our projects require strict adherence to the Prevailing Wage Laws and Certified Payrolls are required before payments are made to contractors. For the reasons set forth, we

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 Glen Ellyn Village Board of Trustees
 Monday, June 23, 2014
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see no reason to reject KIM Construction's bid.

Trustee McGinley pointed out the letter from Kim Construction's attorney pointing out the error. Mr. McFedries was unaware of the supporting documentation provided by KIM Construction's attorney.

A motion was made by Trustee Burket and seconded by Trustee Elliott to approve the award of a contract to KIM Construction, Inc. for the sewer manhole rehabilitation work associated with the 2014 Manhole Rehabilitation Program, in the amount of \$300,000 to be expensed to the SY14 Sanitary Sewer Fund.

Upon roll call, Trustees Burket, Clark, Elliott, Ladesic and McGinley voted "Aye." Motion carried.

Agenda Item H - H. Cartegraph OMS Software and Service Proposal: Presented by Assistant Public Works Director Buckley)

A motion was made by Trustee Elliott and seconded by Trustee McGinley to approve funding for the Cartegraph Software and Service Proposal with Cartegraph Systems, Inc., of Dubuque, Iowa, for the purchase of OMS software and implementation services in the amount of \$67,280, to be expensed to the SY14 Public Works budget: \$24,460 to Admin Fund, \$21,410 to Water Fund, and \$21,410 to Sewer Fund.

Upon roll call, Trustees Burket, Clark, Elliott, Ladesic and McGinley voted "Aye." Motion carried.

Agenda Item I. - DuPage PADS Presentation (Discussion Only): Presented by Chief Norton

Police Chief Phil Norton presented information regarding DuPage PADS.

On October 2, 2013, the Village began a series of meetings/conversations with representatives from PADS (Public Action to Deliver Shelter) and various local religious organizations that support the mission of PADS. These meetings came about due to an increasing number of comments from residents about the number and frequency of encounters with homeless individuals in our central business district. We were also hearing that business owners downtown were becoming increasingly frustrated with the poor behavior of some homeless individuals. Some retailers reported customers telling them they were not comfortable shopping in the CBD during times of the week when the homeless were deemed to be particularly bothersome.

After an initial meeting with PADS representatives, we met with representatives of the Glen Ellyn churches that support PADS either through hosting overnight sites or providing daytime warming shelters. We explained that there is a growing sentiment among many Glen Ellyn residents that our community carries more of a burden in relation to hosting PADS sites than many other DuPage communities. While we recognized that volunteers are what drive a congregation's ability to host and contribute to such sites, the scheduling of several sites (up to three) from Thursdays thru Sundays created the perception that PADS clients were spending more than half the week and every weekend in Glen

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Ellyn. We also explained that there was local support for alternatives which included a reduced number of PADS sites per week in Glen Ellyn and efforts to have PADS “take a break” from Glen Ellyn and host no sites for some period.

Carol Simler, Executive Director of PADS quickly agreed to limit overnight shelter sites in Glen Ellyn to no more than two per week. In talking to the group, we were able to achieve consensus recognition that Glen Ellyn did seem to carry more than its “fair share”, and there was a willingness expressed by all parties to work together to arrive at a feasible compromise for all.

Over the course of several more meetings we have been able to get some of the churches to agree to a calendar reduction in their schedule, Parkview Church to seek an alternative to driving PADS clients from their Saturday breakfast to our CBD, and to alter the PADS schedule so that Glen Ellyn does not suffer a summer schedule with dates close to each other which has a tendency to create a constant presence in Glen Ellyn

At our last meeting with PADS on March 14, they presented a draft calendar that they thought was beneficial to Glen Ellyn. We did not necessarily agree with their assessment and asked them to continue to work on separating the dates of our host sites. Since that time, PADS did alter their schedule and the June calendar now reflects two sites in Glen Ellyn on Sunday and Wednesday. In addition, PADS has assigned a social worker to each site and does seem to be committed to provide further support to the homeless as part of their overall mission. We applaud PADS for the service they provide and for their cooperation in addressing the concerns raised over the last six months.

It should be noted that while there was a sense of cooperation among all, there was also an expression by some that as long as the churches have the volunteers and are fulfilling their mission, mandating change by the Village could be a difficult process and would have to be further reviewed by the Village Attorney.

Trustee Ladesic mentioned a complaint he received from a resident during the French Market. Chief Norton pointed out that asking someone for money is not illegal; aggressive panhandling though is in violation of the Village Ordinance and could require police intervention.

Trustee Ladesic asked about required special use permits and Life Safety Ordinances regarding the PADS host sites. Chief Norton referred to a letter from former Village Attorney Stuart Diamond and the churches mission in the community. Chief Norton offered to provide this letter to the Board.

Trustee Elliott asked of the PADS host sites already had fire alarms. Chief Norton responded that not all facilities had fire alarms. President Demos responded that it is not unreasonable to mandate a fire system in the PADS host sites where there is overnight use.

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Regular Board Meeting
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Reminders

1. A Village Board Meeting is scheduled for Monday, July 14, 2014 at 7:00PM in the Galligan Board Room of the Glen Ellyn Civic Center.
2. A Village Board Workshop is scheduled for Monday, July 21, 2014 at 7:00PM in Room 301 of the Glen Ellyn Civic Center.
3. Manager Franz asked Chief Norton and member of the Fourth of July Committee to provide an overview of the upcoming Fourth of July Activities including the Great Cardboard Boat Regatta, Picnic in the Park, Freedom Four Run, Fourth of July Parade, Fourth of July Carnival and Fireworks display. Chief Norton promised that there would be an even bigger and better fireworks display this year.

Adjournment

At 7:45 p.m. a motion was made by Trustee Elliott and seconded by Trustee Burket to adjourn. Motion carried.

Respectfully submitted,

Catherine Galvin,
Village Clerk



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 07/14/14 07:00 PM
Department: Administration - Recognition
Department Head: Al Stonitsch
Category: Vouchers
Prepared By: Caroline Conlon

SCHEDULED

AGENDA ITEM (ID # 1309)

DOC ID: 1309

Total Expenditures (Payroll and Vouchers) - \$1,508,544.71.
The vouchers have been reviewed by Trustee O'Shea and Manager Franz prior to this meeting, and are consistent with the Village's purchasing policy.

ATTACHMENTS:

- Vouchers 07-14-2014 (PDF)

Approval of Vouchers
For the Village Board Meeting of July 14, 2014

EXPENDITURES:

Voided check #212077	6/19/2014	\$	(1,500.00)	
Accounts Payable Warrant 0614-3	6/20/2014	\$	169,396.71	
Accounts Payable Warrant 0614-4	6/27/2014	\$	493,185.43	
Accounts Payable Warrant 0614-5	6/30/2014	\$	310,592.74	
	Sub-Total	\$	971,674.88	Warrant Total \$ 971,674.88

PAYROLL EXPENDITURES

June 27, 2014

Net Employee Payroll Checks

\$307,580.79

Employee & Employer Payroll Deductions:

Employee Deductions*	171,434.19	
IMRF - Employer contribution	29,764.27	
Social Security/Medicare Tax Withheld - Employer portion	28,090.58	
Total Payroll	\$ 536,869.83	\$ 536,869.83

GRAND TOTAL \$ 1,508,544.71

* Employee deductions include contributions for pensions, health insurance, union dues and other employee directed deductions such as tax withholdings, 457 & 125 plan contributions and supplemental life insurance.

06/30/2014 10:35

VILLAGE OF GLEN ELLYN
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WARRANT: 0614-3

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TO FISCAL 2014/13 05/01/2013 TO 06/30/2014

VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
307 1ST AYD CORPORATION 50231 INVOICE: 641883	06/02/14			212149	P	06/20/14	65000	530310 PARTS PURCHASED	582.01
VENDOR TOTALS			1,830.11 YTD INVOICED					1,830.11 YTD PAID	
2021 A-RELIABLE PRINTING 50299 INVOICE: 15562	06/04/14			212150	P	06/20/14	134200	520905 PRINTING	100.00
50300 INVOICE: 15593	06/10/14			212150	P	06/20/14	134100	520905 PRINTING	256.34
VENDOR TOTALS			8,117.15 YTD INVOICED					8,117.15 YTD PAID	356.34
52 SOUTH WEST INDUSTRIES INC 50257 INVOICE: 143254	05/01/14			212151	P	06/20/14	121300	521075 CONTRACT MAINT SERVICE	199.00
VENDOR TOTALS			3,006.00 YTD INVOICED					3,006.00 YTD PAID	199.00
8480 APPLIED INDUSTRIAL TECHNOLOGIES, INC 50230 INVOICE: 96419860	06/02/14			212152	P	06/20/14	65000	530105 OPERATING SUPPLIES	288.31
VENDOR TOTALS			1,475.52 YTD INVOICED					1,475.52 YTD PAID	288.31
2384 BLUE SKY BUILDER 50260 INVOICE: 20140033	06/17/14			212153	P	06/20/14	100	240100 ESCROWS - DEVELOPER DEPOS	2,000.00
VENDOR TOTALS			4,700.00 YTD INVOICED					4,700.00 YTD PAID	2,000.00
8633 PETER BOURJAILLY 50306 INVOICE: 62014	06/16/14			212154	P	06/20/14	55730	520904 ENTERTAINMENT	150.00
VENDOR TOTALS			1,350.00 YTD INVOICED					1,350.00 YTD PAID	150.00
6043 CHICAGO PARTS & SOUND LLC 50233 INVOICE: 599848	06/12/14			212155	P	06/20/14	65000	530310 PARTS PURCHASED	93.06
VENDOR TOTALS			10,548.37 YTD INVOICED					10,548.37 YTD PAID	93.06
175 COMMONWEALTH EDISON COMPANY 50262 INVOICE: 50262	06/16/14			212156	P	06/20/14	50200	521200 UTILITIES	43.29
50263 INVOICE: 50263	06/12/14			212156	P	06/20/14	50200	521200 UTILITIES	109.68
50264 INVOICE: 50264	06/11/14			212156	P	06/20/14	21000	521190 STREET LIGHTING/ENERGY CO	156.61

Attachment: Vouchers 07-14-2014 (1309 : Vouchers 07-14-2014)

06/30/2014 10:35

VILLAGE OF GLEN ELLYN
PAID WARRANT REPORT

WARRANT: 0614-3

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TO FISCAL 2014/13 05/01/2013 TO 06/30/2014

VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
225 THE DIRECT RESPONSE RESOURCE, INC.									
50235 INVOICE: GE14-2	06/09/14			212160	P	06/20/14	50100	520900	POSTAGE & SHIPPING
50235 INVOICE: GE14-2	06/09/14			212160	P	06/20/14	50200	520900	POSTAGE & SHIPPING
50235 INVOICE: GE14-2	06/09/14			212160	P	06/20/14	54000	520900	POSTAGE & SHIPPING
50236 INVOICE: 14-GE06	06/09/14			212160	P	06/20/14	50100	521055	PROFESSIONAL SERVICES - O
50236 INVOICE: 14-GE06	06/09/14			212160	P	06/20/14	50200	521055	PROFESSIONAL SERVICES - O
50236 INVOICE: 14-GE06	06/09/14			212160	P	06/20/14	54000	521055	PROFESSIONAL SERVICES - O
VENDOR TOTALS				91,088.37	YTD INVOICED			91,088.37	YTD PAID
249 DUPAGE COUNTY									11,550.00
50304 INVOICE: AP140433	06/03/14			212161	P	06/20/14	40000	580160	14003 2014 STREET IMPROVEMENTS
VENDOR TOTALS				5,720.64	YTD INVOICED			5,720.64	YTD PAID
255 DUPAGE JUVENILE OFF. ASSN.									80.00
50234 INVOICE: 61614	06/12/14			212162	P	06/20/14	134300	520600	DUES-SUBSCRIPTIONS-REG FE
VENDOR TOTALS				290.00	YTD INVOICED			290.00	YTD PAID
291 EUCLID BEVERAGE, LTD									80.00
50307 INVOICE: 8177815655	06/12/14			212163	P	06/20/14	55730	530400	BEER AND WINE
VENDOR TOTALS				53,042.80	YTD INVOICED			53,042.80	YTD PAID
8927 G.O. PROPERTIES, INC									2,068.75
50302 INVOICE: 61914	06/13/14			212164	P	06/20/14	1000	420300	LIQUOR LICENSES
VENDOR TOTALS				1,500.00	YTD INVOICED			1,500.00	YTD PAID
922 VILLAGE OF GLEN ELLYN									1,500.00
120495-108 INVOICE: 120495-110	06/01/14			13303	W	06/20/14	135100	521200	UTILITIES
121350-111 INVOICE: 121350-112	06/01/14			13304	W	06/20/14	121600	521200	UTILITIES
122670-111 INVOICE: 122670-112	06/01/14			13305	W	06/20/14	121600	521200	UTILITIES
127680-113 INVOICE: 127680-114	06/01/14			13308	W	06/20/14	50100	521200	UTILITIES
140210-109 INVOICE: 140210-110	06/01/14			13309	W	06/20/14	53000	521200	UTILITIES

Attachment: Vouchers 07-14-2014 (1309 : Vouchers 07-14-2014)

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VILLAGE OF GLEN ELLYN
PAID WARRANT REPORTPG 4
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WARRANT: 0614-3

TO FISCAL 2014/13 05/01/2013 TO 06/30/2014

VENDOR NAME
DOCUMENT

INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
140220-111	INVOICE:	06/01/14	13310	W	06/20/14	53000	521200	UTILITIES
140250-111	INVOICE:	06/01/14	13311	W	06/20/14	55710	521200	UTILITIES
315090-109	INVOICE:	06/01/14	13312	W	06/20/14	121300	521200	UTILITIES
410010-110	INVOICE:	06/01/14	13313	W	06/20/14	121300	521200	UTILITIES
411170-103	INVOICE:	06/01/14	13314	W	06/20/14	55710	521200	UTILITIES
413030-107	INVOICE:	06/01/14	13315	W	06/20/14	55720	521200	UTILITIES
413030-108	INVOICE:	06/01/14	13315	W	06/20/14	55730	521200	UTILITIES
423925-111	INVOICE:	06/01/14	13316	W	06/20/14	135100	521200	UTILITIES
470953	INVOICE:	06/01/14	13306	W	06/20/14	121600	521200	UTILITIES
470963	INVOICE:	06/01/14	13307	W	06/20/14	50100	521200	UTILITIES
50256	INVOICE:	06/17/14	13317	W	06/20/14	55700	520600	DUES-SUBSCRIPTIONS-REG FE
502541	INVOICE:	06/16/14						
502541	INVOICE:	SY14-2						
VENDOR TOTALS			32,725.10	YTD	INVOICED		32,725.10	YTD PAID
356 GLEN ELLYN VOLUNTEER FIRE CO.								
502541	INVOICE:	06/16/14	212165	P	06/20/14	24000	520150	FIRE COMPANY CONTRIBUTION
VENDOR TOTALS			348,807.43	YTD	INVOICED		348,807.43	YTD PAID
8924 JIM GOOTEE								
50273	INVOICE:	06/13/14	212166	P	06/20/14	550	120225	EXCHANGE CLEARING - REC R
50273	INVOICE:	GR061914						
VENDOR TOTALS			418.00	YTD	INVOICED		418.00	YTD PAID
6656 ILLINOIS HOMICIDE INVESTIGATORS ASSOC.								
50301	INVOICE:	06/19/14	212167	P	06/20/14	134300	520620	EMPLOYEE EDUCATION
50301	INVOICE:	61914						
VENDOR TOTALS			935.00	YTD	INVOICED		935.00	YTD PAID
3892 ILCMA								
50303	INVOICE:	06/19/14	212168	P	06/20/14	121200	520600	DUES-SUBSCRIPTIONS-REG FE
50303	INVOICE:	61914						
VENDOR TOTALS			658.25	YTD	INVOICED		658.25	YTD PAID
414 ILLINOIS DEPT. OF REVENUE								
ST-1-101	INVOICE:	06/16/14	13319	W	06/18/14	55700	520955	SALES TAXES - LINKS
ST-1-101	INVOICE:	06/16/14						
VENDOR TOTALS								

Attachment: Vouchers 07-14-2014 (1309 : Vouchers 07-14-2014)

06/30/2014 10:35 | VILLAGE OF GLEN ELLYN
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WARRANT: 0614-3

VENDOR NAME | DOCUMENT | INV DATE VOUCHER PO | CHECK NO | T | CHK DATE GL ACCOUNT | GL ACCOUNT DESCRIPTION |

TO FISCAL 2014/13 05/01/2013 TO 06/30/2014

INVOICE: ST-1-106

VENDOR TOTALS 120,583.00 YTD INVOICED 120,583.00 YTD PAID 17,820.00

8926 INSITE RE, INC 50288 06/12/14
INVOICE: 27590 212169 P 06/20/14 100 240100 ESCROWS - DEVELOPER DEPOS 3,000.00

VENDOR TOTALS 3,000.00 YTD INVOICED 3,000.00 YTD PAID 3,000.00

481 JERRY HAGGERTY CHEVROLET INC 50237 06/09/14
INVOICE: 155888 212170 P 06/20/14 65000 530310 PARTS PURCHASED 35.99
50238 06/10/14
INVOICE: 155896 212170 P 06/20/14 65000 530310 PARTS PURCHASED 146.54

VENDOR TOTALS 1,702.57 YTD INVOICED 1,702.57 YTD PAID 182.53

7606 JR'S AUTO TOWING, INC 50274 06/07/14
INVOICE: 19273 212171 P 06/20/14 134200 520935 IMPOUND FEES 160.00

VENDOR TOTALS 1,975.00 YTD INVOICED 1,975.00 YTD PAID 160.00

644 NETTOYER, INC. 50241 05/31/14
INVOICE: 7030 212172 P 06/20/14 65000 521180 REPAIRS-CONTRACTUAL/LABOR 406.40

VENDOR TOTALS 4,629.85 YTD INVOICED 4,629.85 YTD PAID 406.40

622 MUNICIPAL CLERKS OF DUPAGE CTY 50275 06/12/14
INVOICE: 61914 212173 P 06/20/14 121100 520600 DUES-SUBSCRIPTIONS-REG FE 100.00

VENDOR TOTALS 329.00 YTD INVOICED 329.00 YTD PAID 100.00

8130 NEUCO INC 50276 06/12/14
INVOICE: 1087625 212174 P 06/20/14 121300 530105 OPERATING SUPPLIES 151.31

VENDOR TOTALS 980.72 YTD INVOICED 980.72 YTD PAID 151.31

651 NORTHERN ILLINOIS GAS COMPANY 50239 05/30/14
INVOICE: 50239 212175 P 06/20/14 21000 521190 STREET LIGHTING/ENERGY CO 93.21
50240 06/02/14
INVOICE: 50240 212175 P 06/20/14 135100 521200 UTILITIES 212.21

VENDOR TOTALS 74,476.99 YTD INVOICED 74,476.99 YTD PAID 305.42

654 NORTHEAST MULTI-REG. TRAINING

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TO FISCAL 2014/13 05/01/2013 TO 06/30/2014

VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
50250 INVOICE: 182176	05/14/14			212176	P	06/20/14	134200	520620	50.00
VENDOR TOTALS	11,755.00	YTD INVOICED						11,755.00	YTD PAID
7749 PAYMENT SERVICE NETWORK, INC									
50229 INVOICE: PSN-24	04/30/14			13302	W	06/16/14	50100	520835	180.50
50229 INVOICE: PSN-24	04/30/14			13302	W	06/16/14	50200	520835	175.20
50229 INVOICE: PSN-24	04/30/14			13302	W	06/16/14	54000	520835	175.20
VENDOR TOTALS	7,626.35	YTD INVOICED						7,626.35	YTD PAID
6994 PITNEY BOWES, INC									
50279 INVOICE: 3971413-JN14	06/13/14			212177	P	06/20/14	122100	520975	435.00
VENDOR TOTALS	2,865.77	YTD INVOICED						2,865.77	YTD PAID
715 PRESCIENT DEVELOPMENT, INC.									
50277 INVOICE: 614002W	06/02/14			212178	P	06/20/14	121400	521055	1,437.50
VENDOR TOTALS	9,875.00	YTD INVOICED						9,875.00	YTD PAID
6552 PROVANTAGE CORPORATION									
50278 INVOICE: 7095603	06/10/14			212179	P	06/20/14	121200	530100	47.00
VENDOR TOTALS	23,454.94	YTD INVOICED						23,454.94	YTD PAID
3936 RENTACRATE INC.									
50280 INVOICE: INV48929	06/12/14			212180	P	06/20/14	121300	520970	1,237.80
VENDOR TOTALS	1,237.80	YTD INVOICED						1,237.80	YTD PAID
6695 RESOURCE COMMUNICATIONS, INC									
50281 INVOICE: 914135	06/10/14			212181	P	06/20/14	121400	520975	203.00
VENDOR TOTALS	506.00	YTD INVOICED						506.00	YTD PAID
8602 KEN SLAUF & ASSOCIATES									
50305 INVOICE: 62014	06/16/14			212182	P	06/20/14	55730	520904	275.00
VENDOR TOTALS	1,100.00	YTD INVOICED						1,100.00	YTD PAID

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TO FISCAL 2014/13 05/01/2013 TO 06/30/2014

VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
6650 SMCC INC. 50297 INVOICE: 61914	04/30/14 61914			212183	P	06/20/14	121300 520970	MAINTENANCE-BUILDING & GR	4,320.00
VENDOR TOTALS				22,107.00	YTD INVOICED		22,107.00	YTD PAID	4,320.00
8925 YIBING XUE/WEI SONG 50282 INVOICE: 20130583	06/17/14 20130583			212184	P	06/20/14	100 240100	ESCROWS - DEVELOPER DEPOS	9,664.00
VENDOR TOTALS				9,664.00	YTD INVOICED		9,664.00	YTD PAID	9,664.00
800 SOUKUP HARDWARE STORES 50245 INVOICE: 59389	06/04/14 59389			212185	P	06/20/14	121300 530105	OPERATING SUPPLIES	5.40
50246 INVOICE: 54611	06/01/14 54611			212185	P	06/20/14	121300 530105	OPERATING SUPPLIES	50.97
50251 INVOICE: 59180	04/24/14 59180			212185	P	06/20/14	134200 530105	OPERATING SUPPLIES	4.50
50252 INVOICE: 59082	03/26/14 59082			212185	P	06/20/14	121300 530105	OPERATING SUPPLIES	8.81
VENDOR TOTALS				1,379.47	YTD INVOICED		1,379.47	YTD PAID	69.68
806 STANDARD EQUIPMENT COMPANY 50248 INVOICE: C93192	06/03/14 C93192			212186	P	06/20/14	65000 530310	PARTS PURCHASED	5.50
VENDOR TOTALS				222,701.01	YTD INVOICED		222,701.01	YTD PAID	5.50
2687 STAPLES CONTRACT & COMMERCIAL, INC. 50242 INVOICE: 3232221710	05/28/14 3232221710			212187	P	06/20/14	121300 530105	OPERATING SUPPLIES	74.18
50243 INVOICE: 3232221711	05/28/14 3232221711			212187	P	06/20/14	121300 530105	OPERATING SUPPLIES	75.47
50244 INVOICE: 3232221712	05/28/14 3232221712			212187	P	06/20/14	121300 530105	OPERATING SUPPLIES	74.92
VENDOR TOTALS				14,512.46	YTD INVOICED		14,512.46	YTD PAID	224.57
6912 DAVID V SWANSON 50247 INVOICE: 61614	06/06/14 61614			212188	P	06/20/14	121100 520140	VILLAGE COMMISSIONS	40.00
VENDOR TOTALS				40.00	YTD INVOICED		40.00	YTD PAID	40.00
854 TERRACE SUPPLY COMPANY 50249 INVOICE: 939152	05/31/14 939152			212189	P	06/20/14	65000 521125	LEASED EQUIPMENT	22.63

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VENDOR NAME

DOCUMENT INV DATE VOUCHER PO CHECK NO T CHK DATE GL ACCOUNT

TO FISCAL 2014/13 05/01/2013 TO 06/30/2014

GL ACCOUNT DESCRIPTION

VENDOR TOTALS	760.29	YTD INVOICED	760.29	YTD PAID	22.63
8923 TOWN & COUNTRY DRAPERY INSTALLATION, INC					
50283 05/29/14	212190	P	06/20/14	55730	
INVOICE: 41150					530105 OPERATING SUPPLIES
VENDOR TOTALS	75.00	YTD INVOICED	75.00	YTD PAID	75.00
1278 UNION PACIFIC RAILROAD COMPANY					
50253 06/13/14	212191	P	06/20/14	53000	
INVOICE: 61614					521155 RENTAL-LEASE
VENDOR TOTALS	32,817.35	YTD INVOICED	32,817.35	YTD PAID	14,977.27
892 UNITED COFFEE SERVICE, INC.					
50298 04/30/14	212192	P	06/20/14	121300	
INVOICE: 534320					530105 OPERATING SUPPLIES
VENDOR TOTALS	5,711.78	YTD INVOICED	5,711.78	YTD PAID	349.40
915 VERIZON WIRELESS SERVICES LLC					
50287 06/01/14	212193	P	06/20/14	134200	
INVOICE: 9726207158					521195 TELECOMMUNICATIONS
50287 06/01/14	212193	P	06/20/14	121300	
INVOICE: 9726207158					521195 TELECOMMUNICATIONS
50287 06/01/14	212193	P	06/20/14	126100	
INVOICE: 9726207158					521195 TELECOMMUNICATIONS
50287 06/01/14	212193	P	06/20/14	126200	
INVOICE: 9726207158					521195 TELECOMMUNICATIONS
VENDOR TOTALS	41,492.17	YTD INVOICED	41,492.17	YTD PAID	1,171.07
8760 CRAIG VOELKER					
50286 06/17/14	212194	P	06/20/14	100	
INVOICE: 20121583					240100 ESCROWS - DEVELOPER DEPOS
VENDOR TOTALS	12,779.00	YTD INVOICED	12,779.00	YTD PAID	12,496.00
948 WEST PUBLISHING CORPORATION					
50284 06/04/14	212195	P	06/20/14	121200	
INVOICE: 323232					521055 PROFESSIONAL SERVICES - 0
VENDOR TOTALS	1,924.72	YTD INVOICED	1,924.72	YTD PAID	78.00
REPORT TOTALS					78.00
					169,396.71

TOTAL PRINTED CHECKS	COUNT	AMOUNT
47	47	148,614.88

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VENDOR NAME DOCUMENT INV DATE VOUCHER PO CHECK NO T CHK DATE GL ACCOUNT TO FISCAL 2014/13 05/01/2013 TO 06/30/2014

TOTAL WIRE TRANSFERS 17 20,781.83

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
2 3M COMPANY										
50372	INVOICE:	05/23/14			212196	P	06/27/14	143300	520995	MAINTENANCE-SIGNS
50373	INVOICE:	SS67252			212196	P	06/27/14	143300	520995	MAINTENANCE-SIGNS
50374	INVOICE:	SS67826			212196	P	06/27/14	143300	520995	MAINTENANCE-SIGNS
	INVOICE:	SS67254								
VENDOR TOTALS										
5955 WILLIAM J TENUTA										
50381	INVOICE:	06/17/14			212197	P	06/27/14	143300	521055	PROFESSIONAL SERVICES - O
	INVOICE:	62314								
VENDOR TOTALS										
5380 L & R MORAN, INC										
50544	INVOICE:	05/31/14			212198	P	06/27/14	55720	520615	RECRUITING AND TESTING
50544	INVOICE:	52350			212198	P	06/27/14	55730	520615	RECRUITING AND TESTING
50544	INVOICE:	52350			212198	P	06/27/14	55710	520615	RECRUITING AND TESTING
50544	INVOICE:	05/31/14			212198	P	06/27/14	121200	520615	RECRUITING AND TESTING
50545	INVOICE:	52350			212198	P	06/27/14	100	140510	DUE FROM (TO) GWA
50545	INVOICE:	52508			212198	P	06/27/14	55730	520615	RECRUITING AND TESTING
	INVOICE:	52508								
VENDOR TOTALS										
8181 MWSTAR WASTE HOLDINGS CORPORATION										
50557	INVOICE:	05/10/14			212199	P	06/27/14	143300	521115	LANDFILL FEES
50558	INVOICE:	TB0000012336			212199	P	06/27/14	143300	521115	LANDFILL FEES
50559	INVOICE:	TB0000012401			212199	P	06/27/14	143300	521115	LANDFILL FEES
50626	INVOICE:	06/07/14			212199	P	06/27/14	143300	521115	LANDFILL FEES
	INVOICE:	TB0000012437								
	INVOICE:	04/19/14								
	INVOICE:	TB0000012274-1								
VENDOR TOTALS										
28 ALEXANDER EQUIPMENT CO INC										
50465	INVOICE:	05/20/14			212200	P	06/27/14	143400	580110	EQUIPMENT/CAPITAL OUTLAY
	INVOICE:	101598								
VENDOR TOTALS										
7114 ALLIANCE OF DOWNTOWN GLEN ELLYN										

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VENDOR NAME DOCUMENT	INV DATE VOUCHER PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
50546 INVOICE: 62614	06/23/14 62614	212201	P	06/27/14	126500 520407	ALLIANCE OF DOWNTOWN GE	47,500.00
VENDOR TOTALS	157,625.00 YTD INVOICED				157,625.00 YTD PAID		
3057 A.M. LEONARD INC. 50376 INVOICE: CIL4083633	06/03/14 CIL4083633	212202	P	06/27/14	143400 530105	OPERATING SUPPLIES	62.98
VENDOR TOTALS	1,914.37 YTD INVOICED				1,914.37 YTD PAID		62.98
51 ANCEL, GLINK, DIAMOND, BUSH, DICIANNI & 50454 INVOICE: 3146324-0514	05/07/14 3146324-0514	212203	P	06/27/14	100 240100	ESCROWS - DEVELOPER DEPOS	56.25
50454 INVOICE: 3146324-0514	05/07/14 3146324-0514	212203	P	06/27/14	121200 520700	LEGAL - GENERAL COUNSEL	20,347.66
VENDOR TOTALS	178,946.85 YTD INVOICED				178,946.85 YTD PAID		20,403.91
8480 APPLIED INDUSTRIAL TECHNOLOGIES, INC 50375 INVOICE: 96412046	05/15/14 96412046	212204	P	06/27/14	143400 530225	SAFETY SUPPLIES	91.24
VENDOR TOTALS	1,475.52 YTD INVOICED				1,475.52 YTD PAID		91.24
940 ARAMARK 50378 INVOICE: 15774335	06/07/14 15774335	212205	P	06/27/14	50100 530445	UNIFORMS	41.02
50378 INVOICE: 15774335	06/07/14 15774335	212205	P	06/27/14	50200 530445	UNIFORMS	41.02
50378 INVOICE: 15774335	06/07/14 15774335	212205	P	06/27/14	143300 530445	UNIFORMS	89.04
50378 INVOICE: 15774335	06/07/14 15774335	212205	P	06/27/14	143400 530445	UNIFORMS	82.04
50380 INVOICE: 15771309	06/05/14 15771309	212205	P	06/27/14	143300 530445	UNIFORMS	67.97
50380 INVOICE: 15771309	06/05/14 15771309	212205	P	06/27/14	143400 530445	UNIFORMS	67.97
VENDOR TOTALS	1,625.89 YTD INVOICED				1,625.89 YTD PAID		389.06
7189 ARBORWEAR 50379 INVOICE: 165877	06/11/14 165877	212206	P	06/27/14	143400 530445	UNIFORMS	721.00
50379 INVOICE: 165877	06/11/14 165877	212206	P	06/27/14	50100 530445	UNIFORMS	128.75
50379 INVOICE: 165877	06/11/14 165877	212206	P	06/27/14	50200 530445	UNIFORMS	128.75
VENDOR TOTALS	1,699.45 YTD INVOICED				1,699.45 YTD PAID		978.50

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
65 AT&T										
50464		06/16/14			212207	P	06/27/14	121400	521195	TELECOMMUNICATIONS
INVOICE: 630299013106-2										62.99
50633		06/19/14			212207	P	06/27/14	55710	521195	TELECOMMUNICATIONS
INVOICE: 630469056006-5										125.58
50634		06/19/14			212207	P	06/27/14	55720	521195	TELECOMMUNICATIONS
INVOICE: 630469858006-5										43.48
50634		06/19/14			212207	P	06/27/14	55730	521195	TELECOMMUNICATIONS
INVOICE: 630469858006-5										43.48
50634		06/19/14			212207	P	06/27/14	55750	521195	TELECOMMUNICATIONS
INVOICE: 630469858006-5										43.48
VENDOR TOTALS					4,795.81	YTD INVOICED			4,795.81	YTD PAID
6832 POWER UP BATTERIES LLC										319.01
50384		06/13/14			212208	P	06/27/14	50100	521015	MAINTENANCE-WATER METERS
INVOICE: 487-104068										19.99
VENDOR TOTALS					3,797.26	YTD INVOICED			3,797.26	YTD PAID
8610 RICHARD JOSEPH BENDA										19.99
50637		06/25/14			212209	P	06/27/14	55730	520904	ENTERTAINMENT
INVOICE: 62714										250.00
VENDOR TOTALS					1,500.00	YTD INVOICED			1,500.00	YTD PAID
8881 MORTON CONSULTING SERVICES										250.00
50385		05/28/14			212210	P	06/27/14	55730	530105	OPERATING SUPPLIES
INVOICE: 200										600.00
VENDOR TOTALS					2,250.00	YTD INVOICED			2,250.00	YTD PAID
7754 BIOSYSTEMS, INC										600.00
50382		05/21/14			212211	P	06/27/14	143300	530210	OPERATING SUPPLIES, ASPHA
INVOICE: 8812										1,155.00
VENDOR TOTALS					1,155.00	YTD INVOICED			1,155.00	YTD PAID
2379 THE BANK OF NEW YORK MELLON TRUST CO, NA										1,155.00
50460		06/24/14			13409	W	06/24/14	55700	551005	2010 REFUNDING BONDS INTE
INVOICE: 50460										38,708.75
VENDOR TOTALS					754,054.25	YTD INVOICED			754,054.25	YTD PAID
8533 KARLA S BONKOWSKI-MAGNAN										38,708.75
50639		06/25/14			212212	P	06/27/14	55730	520904	ENTERTAINMENT
INVOICE: 62714										300.00
VENDOR TOTALS					1,500.00	YTD INVOICED			1,500.00	YTD PAID
101 BRIDGESTONE GOLF, INC.										300.00

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VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
50547 INVOICE: 1002251928 50548 INVOICE: 1002251927	06/13/14 06/13/14			212213 212213	P P	06/27/14 06/27/14	55750 55750	PRODUCTS/RESALE PRODUCTS/RESALE	1,273.97 386.40
VENDOR TOTALS		5,429.59	YTD INVOICED				5,429.59	YTD PAID	1,660.37
2197 BOJO TURF SUPPLY INC 50549 INVOICE: 54308	06/19/14			212214	P	06/27/14	55710	TREATMENT COSTS & PESTICI	480.00
VENDOR TOTALS		9,567.50	YTD INVOICED				9,567.50	YTD PAID	480.00
3955 BURRIS EQUIPMENT CO. 50383 INVOICE: SS16388 50383 INVOICE: SS16388	05/28/14 05/28/14			212215 212215	P P	06/27/14 06/27/14	50100 50200	MAINTENANCE-EQUIPMENT MAINTENANCE-EQUIPMENT	200.00 238.21
VENDOR TOTALS		25,873.71	YTD INVOICED				25,873.71	YTD PAID	438.21
8951 CARROLL DISTRIBUTING & CONSTRUCTION SUPPLY, INC 50477 INVOICE: NA002421 50478 INVOICE: NA002232	06/06/14 06/02/14			212216 212216	P P	06/27/14 06/27/14	40000 40000	2014 STREET IMPROVEMENTS 2014 STREET IMPROVEMENTS	6,740.25 5,514.75
VENDOR TOTALS		12,255.00	YTD INVOICED				12,255.00	YTD PAID	12,255.00
117 C.B.M.T., INC. 50555 INVOICE: 27911 50625 INVOICE: 27912	06/03/14 06/03/14			212217 212217	P P	06/27/14 06/27/14	143400 143400	OPERATING SUPPLIES CBD APPEARANCE	1,411.00 14,987.00
VENDOR TOTALS		37,566.69	YTD INVOICED				37,566.69	YTD PAID	16,398.00
673 PAHCS II 50553 INVOICE: 155698 50553 INVOICE: 155698 50553 INVOICE: 155698 50553 INVOICE: 155698 50627 INVOICE: 150765 50627	06/02/14 06/02/14 06/02/14 06/02/14 06/02/14 06/13/14			212218 212218 212218 212218 212218 212218	P P P P P P	06/27/14 06/27/14 06/27/14 06/27/14 06/27/14 06/27/14	55720 55730 60000 121200 100 121200	RECRUITING AND TESTING RECRUITING AND TESTING RISK MANAGEMENT RECRUITING AND TESTING DUE FROM (TO) GWA RECRUITING AND TESTING RISK MANAGEMENT	499.20 291.20 217.60 530.40 283.88 473.68 158.40

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VENDOR NAME

DOCUMENT

INV DATE VOUCHER PO

CHECK NO

T CHK DATE GL ACCOUNT

GL ACCOUNT DESCRIPTION

INVOICE: 150765

VENDOR TOTALS

8,214.24 YTD INVOICED

8,214.24 YTD PAID

2,454.36

8502 NEW CHICAGO WHOLESALE BAKERY, INC

50550 06/14/14

212219 P

06/27/14 55730

530420

FOOD/RESALE

76.95

INVOICE: 304925

VENDOR TOTALS

4,095.83 YTD INVOICED

4,095.83 YTD PAID

76.95

4917 CITYTECH USA, INC.

50551 06/01/14

212220 P

06/27/14 121200

520600

DUES-SUBSCRIPTIONS-REG FE

390.00

INVOICE: 2245

VENDOR TOTALS

780.00 YTD INVOICED

780.00 YTD PAID

390.00

6831 CLARK BAIRD SMITH LLP/FKA-SGDB LAW FIRM LLP

50554 06/03/14

212221 P

06/27/14 121200

520615

RECRUITING AND TESTING

393.75

INVOICE: 4614

VENDOR TOTALS

25,181.39 YTD INVOICED

25,181.39 YTD PAID

393.75

1862 CLASSIC GRAPHIC INDUSTRIES INC.

50476 06/16/14

212222 P

06/27/14 134200

520905

PRINTING

543.64

INVOICE: 74677

VENDOR TOTALS

3,339.86 YTD INVOICED

3,339.86 YTD PAID

543.64

171 COCA-COLA REFRESHMENTS USA INC

50632 06/12/14

212223 P

06/27/14 55720

530105

OPERATING SUPPLIES

571.54

INVOICE: 228289203

VENDOR TOTALS

10,699.29 YTD INVOICED

10,699.29 YTD PAID

571.54

175 COMMONWEALTH EDISON COMPANY

50387 06/17/14

212224 P

06/27/14 121600

521200

UTILITIES

474.84

INVOICE: 50387

50388 06/14/14

212224 P

06/27/14 21000

521190

STREET LIGHTING/ENERGY CO

248.45

INVOICE: 50388

50389 06/17/14

212224 P

06/27/14 143300

520915

ESDA EXPENSE

49.71

INVOICE: 50389

50389 06/17/14

212224 P

06/27/14 21000

521190

STREET LIGHTING/ENERGY CO

147.46

INVOICE: 50389

50391 06/17/14

212224 P

06/27/14 53000

521200

UTILITIES

33.63

INVOICE: 50391

50455 05/16/14

212225 P

06/27/14 21000

521190

STREET LIGHTING/ENERGY CO

46.40

INVOICE: 50455

50456 04/17/14

212225 P

06/27/14 21000

521190

STREET LIGHTING/ENERGY CO

139.54

INVOICE: 50456

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VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
50457 INVOICE: 50457	04/22/14			212225	P	06/27/14	21000	521190	STREET LIGHTING/ENERGY CO
50458 INVOICE: 50458	05/14/14			212225	P	06/27/14	21000	521190	STREET LIGHTING/ENERGY CO
50497 INVOICE: 50497	06/13/14			212225	P	06/27/14	21000	521190	STREET LIGHTING/ENERGY CO
VENDOR TOTALS				118,019.87	YTD	INVOICED		118,019.87	YTD PAID
6610 COMCAST CABLE COMMUNICATIONS, LLC 50386 INVOICE: 50386	06/04/14			212226	P	06/27/14	40000	580160	STREET IMPROVEMENTS
VENDOR TOTALS				1,082.98	YTD	INVOICED		1,082.98	YTD PAID
8939 DELIN MESSAGE 50479 INVOICE: 62414	06/23/14			212227	P	06/27/14	1000	420200	BUSINESS REGISTRATION LIC
VENDOR TOTALS				30.00	YTD	INVOICED		30.00	YTD PAID
8953 KEITH DEMCHINSKY 50498 INVOICE: 62414	05/21/14			212228	P	06/27/14	100	240100	ESCROWS - DEVELOPER DEPOS
VENDOR TOTALS				100.00	YTD	INVOICED		100.00	YTD PAID
8940 LORAIN DILETTI 50480 INVOICE: VR062414	06/23/14			212229	P	06/27/14	1000	420100	VEHICLE LICENSES
VENDOR TOTALS				15.00	YTD	INVOICED		15.00	YTD PAID
242 DU-KANE ASPHALT CO. 50393 INVOICE: 22502	05/25/14			212230	P	06/27/14	143300	530210	OPERATING SUPPLIES, ASPHA
50394 INVOICE: 22521	05/31/14			212230	P	06/27/14	143300	530210	OPERATING SUPPLIES, ASPHA
50556 INVOICE: 22543	06/08/14			212230	P	06/27/14	143300	530210	OPERATING SUPPLIES, ASPHA
VENDOR TOTALS				6,860.60	YTD	INVOICED		6,860.60	YTD PAID
8941 JIM/NANCY ELLIS 50481 INVOICE: VR062414	06/23/14			212231	P	06/27/14	1000	420100	VEHICLE LICENSES
VENDOR TOTALS				70.00	YTD	INVOICED		70.00	YTD PAID
280 EMERGENCY MEDICAL PRODUCTS INC 50397	06/17/14			212232	P	06/27/14	135200	530105	OPERATING SUPPLIES

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VENDOR NAME DOCUMENT	INV DATE VOUCHER PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION

INVOICE: 1654459

VENDOR TOTALS	5,503.27	YTD INVOICED	5,503.27	YTD PAID	19.15
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7803 ELECTRICAL RESOURCE MANAGEMENT, INC

50395 05/21/14

INVOICE: 34911

50396 06/02/14

INVOICE: 34958

212233 P 06/27/14 143300 MAINTENANCE-STREET LIGHTS

521045

212233 P 06/27/14 143300 MAINTENANCE-STREET LIGHTS

521045

VENDOR TOTALS	15,211.90	YTD INVOICED	15,211.90	YTD PAID	4,544.00
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291 EUCLID BEVERAGE, LTD

50638 06/19/14

INVOICE: 8177815708

212234 P 06/27/14 55730 BEER AND WINE

530400

VENDOR TOTALS	53,042.80	YTD INVOICED	53,042.80	YTD PAID	916.75
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299 FAULKES BROS. CONSTRUCTION, INC.

50562 06/17/14

INVOICE: 204795

50563 06/04/14

INVOICE: 204216

212235 P 06/27/14 55710 LANDSCAPE SUPPLIES

530425

212235 P 06/27/14 55710 SOD, SEED, SAND & GRAVEL

530435

VENDOR TOTALS	10,176.47	YTD INVOICED	10,176.47	YTD PAID	916.75
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304 FIFTH THIRD BANK

50308 05/27/14

INVOICE: ALLN-228

50309 05/27/14

INVOICE: ALLN-229

50310 05/27/14

INVOICE: ALLN-230

50311 05/27/14

INVOICE: ALLN-231

50312 05/27/14

INVOICE: ALLN-232

50313 05/27/14

INVOICE: ALLN-233

50314 05/27/14

INVOICE: ALLN-234

50315 05/27/14

INVOICE: ATKM-282

50316 05/27/14

INVOICE: ATKM-283

50317 05/27/14

INVOICE: ATKM-284

50318 05/27/14

INVOICE: ATKM-285

13321 W 06/23/14 55750 PRODUCTS/RESALE

520945

13322 W 06/23/14 55720 OPERATING SUPPLIES

530105

13323 W 06/23/14 55720 OPERATING SUPPLIES

530105

13324 W 06/23/14 55720 REPAIRS CLUBS

520940

13325 W 06/23/14 55720 DUES-SUBSCRIPTIONS-REG FE

520600

13326 W 06/23/14 55720 OPERATING SUPPLIES

530105

13327 W 06/23/14 55720 POSTAGE & SHIPPING

520900

13329 W 06/23/14 55730 FOOD/RESALE

530420

13329 W 06/23/14 55730 SPIRITS

530402

13330 W 06/23/14 55720 OPERATING SUPPLIES

530105

13331 W 06/23/14 55730 OPERATING SUPPLIES

530105

13332 W 06/23/14 55730 OPERATING SUPPLIES

530105

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
50319	INVOICE:	05/27/14			13334	W	06/23/14	121400	570110	COMPUTER EQUIPMENT/PROJEC
50320	INVOICE:	05/27/14			13335	W	06/23/14	121400	520900	POSTAGE & SHIPPING
50321	INVOICE:	05/27/14			13336	W	06/23/14	121400	570110	COMPUTER EQUIPMENT/PROJEC
50322	INVOICE:	05/27/14			13338	W	06/23/14	143400	520620	EMPLOYEE EDUCATION
50323	INVOICE:	05/27/14			13339	W	06/23/14	143300	521055	PROFESSIONAL SERVICES - O
50323	INVOICE:	05/27/14			13339	W	06/23/14	143400	521055	PROFESSIONAL SERVICES - O
50324	INVOICE:	05/27/14			13340	W	06/23/14	50100	580110	EQUIPMENT/CAPITAL OUTLAY
50325	INVOICE:	05/27/14			13341	W	06/23/14	143400	521195	TELECOMMUNICATIONS
50325	INVOICE:	05/27/14			13341	W	06/23/14	143300	521195	TELECOMMUNICATIONS
50326	INVOICE:	05/27/14			13342	W	06/23/14	65000	530300	GAS AND OIL
50327	INVOICE:	05/27/14			13344	W	06/23/14	55720	530105	OPERATING SUPPLIES
50328	INVOICE:	05/27/14			13345	W	06/23/14	55730	530105	OPERATING SUPPLIES
50329	INVOICE:	05/27/14			13346	W	06/23/14	55730	530420	FOOD/RESALE
50329	INVOICE:	05/27/14			13346	W	06/23/14	55730	530405	BEVERAGES/RESALE
50329	INVOICE:	05/27/14			13346	W	06/23/14	55730	530410	DRY GOODS
50330	INVOICE:	05/27/14			13347	W	06/23/14	55730	530445	UNIFORMS
50330	INVOICE:	05/27/14			13347	W	06/23/14	55730	530105	OPERATING SUPPLIES
50330	INVOICE:	05/27/14			13347	W	06/23/14	55730	530420	FOOD/RESALE
50331	INVOICE:	05/27/14			13348	W	06/23/14	121500	530105	OPERATING SUPPLIES
50332	INVOICE:	05/27/14			13349	W	06/23/14	121500	530105	OPERATING SUPPLIES
50333	INVOICE:	05/27/14			13354	W	06/23/14	121500	530105	OPERATING SUPPLIES
50334	INVOICE:	05/27/14			13356	W	06/23/14	143100	520305	EMPLOYEE RECOGNITION
50335	INVOICE:	05/27/14			13357	W	06/23/14	143200	530105	OPERATING SUPPLIES
50336	INVOICE:	05/27/14			13358	W	06/23/14	143100	520305	EMPLOYEE RECOGNITION
										899.99
										31.96
										42.90
										320.00
										156.00
										156.00
										-320.94
										45.07
										45.08
										15.03
										15.03
										32.73
										329.39
										151.33
										333.12
										8.88
										23.92
										49.08
										49.65
										6.50
										9.49
										13.16
										4.98
										53.31
										54.85
										119.14

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VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION
INVOICE: 50337	HORK-83 05/27/14			13360	W	06/23/14	126100	520625 TRAVEL
INVOICE: 50338	HULS-202 05/27/14			13362	W	06/23/14	55715	520975 MAINTENANCE-EQUIPMENT
INVOICE: 50338	LUDM-663 05/27/14			13362	W	06/23/14	55710	530105 OPERATING SUPPLIES
INVOICE: 50339	LUDM-663 05/27/14			13363	W	06/23/14	55710	520970 MAINTENANCE-BUILDING & GR
INVOICE: 50340	LUDM-664 05/27/14			13364	W	06/23/14	55715	520975 MAINTENANCE-EQUIPMENT
INVOICE: 50341	LUDM-665 05/27/14			13365	W	06/23/14	55710	530445 UNIFORMS
INVOICE: 50342	LUDM-666 05/27/14			13366	W	06/23/14	55730	530105 OPERATING SUPPLIES
INVOICE: 50343	LUDM-667 05/27/14			13367	W	06/23/14	55715	520975 MAINTENANCE-EQUIPMENT
INVOICE: 50344	LUDM-668 05/27/14			13368	W	06/23/14	55710	530445 UNIFORMS
INVOICE: 50345	LUDM-669 05/27/14			13369	W	06/23/14	55710	520970 MAINTENANCE-BUILDING & GR
INVOICE: 50346	LUDM-670 05/27/14			13370	W	06/23/14	55710	530105 OPERATING SUPPLIES
INVOICE: 50347	LUDM-671 05/27/14			13372	W	06/23/14	134100	530105 OPERATING SUPPLIES
INVOICE: 50348	MILC-203 05/27/14			13373	W	06/23/14	134100	530105 OPERATING SUPPLIES
INVOICE: 50349	MILC-204 05/27/14			13374	W	06/23/14	134100	530105 OPERATING SUPPLIES
INVOICE: 50350	MILC-205 05/27/14			13375	W	06/23/14	134100	530105 OPERATING SUPPLIES
INVOICE: 50351	MILC-206 05/27/14			13376	W	06/23/14	134100	520625 TRAVEL
INVOICE: 50352	MILC-207 05/27/14			13377	W	06/23/14	134100	530100 OFFICE SUPPLIES
INVOICE: 50353	MILC-208 05/27/14			13379	W	06/23/14	55710	530425 LANDSCAPE SUPPLIES
INVOICE: 50353	PEKC-455 05/27/14			13379	W	06/23/14	55710	530105 OPERATING SUPPLIES
INVOICE: 50353	PEKC-455 05/27/14			13379	W	06/23/14	55710	520980 MAINTENANCE-DRAIN & IRRIG
INVOICE: 50354	PEKC-455 05/27/14			13380	W	06/23/14	55710	530105 OPERATING SUPPLIES
INVOICE: 50355	PEKC-456 05/27/14			13381	W	06/23/14	55710	530105 OPERATING SUPPLIES
INVOICE: 50356	PEKC-457 05/27/14			13382	W	06/23/14	55710	530425 LANDSCAPE SUPPLIES
INVOICE: 50356	PEKC-458 05/27/14			13382	W	06/23/14	55710	530440 TREATMENT COSTS & PESTICI
INVOICE: 50356	PEKC-458 05/27/14			13382	W	06/23/14	55710	530415 FERTILIZER

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1,119.40
404.40
116.60
43.11
121.50
220.00
54.97
157.88
86.28
24.94
982.50
41.97
54.24
225.00
45.00
104.16
12.49
90.87
400.39
122.46
54.95
44.95
309.99
319.15
476.32

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DOCUMENT

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CHECK NO T CHK DATE GL ACCOUNT

GL ACCOUNT DESCRIPTION

50357	INVOICE:	05/27/14				13383	W	06/23/14	55710	530415	FERTILIZER	13,365.00
50358	INVOICE:	PEKC-459				13384	W	06/23/14	55710	530105	OPERATING SUPPLIES	23.58
50359	INVOICE:	PEKC-460				13385	W	06/23/14	55715	530105	OPERATING SUPPLIES	255.47
50360	INVOICE:	PEKC-461				13386	W	06/23/14	55710	530425	LANDSCAPE SUPPLIES	9,738.72
50361	INVOICE:	PEKC-462				13387	W	06/23/14	55710	520980	MAINTENANCE-DRAIN & IRRIG	249.83
50362	INVOICE:	PEKC-463				13388	W	06/23/14	55715	520975	MAINTENANCE-EQUIPMENT	125.49
50363	INVOICE:	PEKC-464				13389	W	06/23/14	55715	530105	OPERATING SUPPLIES	197.80
50364	INVOICE:	PEKC-465				13391	W	06/23/14	55720	520900	POSTAGE & SHIPPING	12.88
50365	INVOICE:	PEKM-252				13392	W	06/23/14	55720	530105	OPERATING SUPPLIES	60.00
50366	INVOICE:	PEKM-253				13395	W	06/23/14	121200	520620	EMPLOYEE EDUCATION	338.85
50367	INVOICE:	SCHK-121				13398	W	06/23/14	55750	520945	PRODUCTS/RESALE	1,112.00
50368	INVOICE:	VESJ-234				13399	W	06/23/14	55720	530105	OPERATING SUPPLIES	20.00
50368	INVOICE:	VESJ-235				13399	W	06/23/14	55730	530105	OPERATING SUPPLIES	345.43
50369	INVOICE:	VESJ-235				13400	W	06/23/14	55720	520600	DUES-SUBSCRIPTIONS-REG FE	726.00
50370	INVOICE:	VESJ-236				13402	W	06/23/14	122100	520625	TRAVEL	452.46
50371	INVOICE:	WACK-70				13403	W	06/23/14	122100	520625	TRAVEL	45.00
50452	INVOICE:	WACK-71				13405	W	06/23/14	134200	520934	DARE PROGRAM EXPENSES	436.32
50453	INVOICE:	WEBN-139				13406	W	06/23/14	134200	520934	DARE PROGRAM EXPENSES	64.00
50471	INVOICE:	WEBN-140				13412	W	06/23/14	121300	530105	OPERATING SUPPLIES	39.03
50472	INVOICE:	KOLH-193				13413	W	06/23/14	121300	530105	OPERATING SUPPLIES	31.35
50473	INVOICE:	KOLH-194				13415	W	06/23/14	121200	521230	PUBLIC RELATIONS	300.00
50473	INVOICE:	STOA-34				13415	W	06/23/14	60000	520895	INSURANCE-HOSPITAL, GROUP	100.00
50474	INVOICE:	STOA-34				13418	W	06/23/14	126500	520903	MARKETING	20.00
50615	INVOICE:	HANM-18				13416	W	06/23/14	55730	520615	RECRUITING AND TESTING	25.00
50616	INVOICE:	STOA-35				13417	W	06/23/14	60000	520895	INSURANCE-HOSPITAL, GROUP	9.79
50617	INVOICE:	STOA-36				13420	W	06/23/14	121200	521230	PUBLIC RELATIONS	24.60

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VENDOR NAME

DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION		
INVOICE: 50618	FRAM-187	05/27/14		13421	W	06/23/14	121200	521230	PUBLIC RELATIONS	53.71
INVOICE: 50619	FRAM-188	05/27/14		13422	W	06/23/14	121200	521230	PUBLIC RELATIONS	61.50
INVOICE: 50620	FRAM-189	05/27/14		13423	W	06/23/14	121200	521230	PUBLIC RELATIONS	37.40
INVOICE: 50621	FRAM-190	05/27/14		13424	W	06/23/14	121200	520305	EMPLOYEE RECOGNITION	164.13
INVOICE: 50622	FRAM-191	05/27/14		13425	W	06/23/14	121200	520620	EMPLOYEE EDUCATION	250.00
INVOICE: 50623	FRAM-192	05/27/14		13426	W	06/23/14	126500	520600	DUES-SUBSCRIPTIONS-REG FE	295.00
INVOICE: ACOA-72	FRAM-194	05/27/14		13414	W	06/23/14	121300	530105	OPERATING SUPPLIES	44.98
INVOICE: ALLN-81	ACOA-93	05/27/14		13320	W	06/23/14	55700	580110	EQUIPMENT/CAPITAL OUTLAY	915.00
INVOICE: ATKM-88	ALLN-227	05/27/14		13328	W	06/23/14	55730	530105	OPERATING SUPPLIES	57.95
INVOICE: BINM-88	ATKM-281	05/27/14		13333	W	06/23/14	121400	570110	COMPUTER EQUIPMENT/PROJEC	64.99
INVOICE: BUCD-82	BINM-367	05/27/14		13337	W	06/23/14	143300	530105	OPERATING SUPPLIES	222.00
INVOICE: CAMM-89	BUCD-203	05/27/14		13343	W	06/23/14	55720	530105	OPERATING SUPPLIES	141.96
INVOICE: DENK-50	CAMM-301	05/27/14		13394	W	06/23/14	121100	521055	PROFESSIONAL SERVICES - O	774.00
INVOICE: FRAF-81	SCHK-120	05/27/14		13350	W	06/23/14	65000	530300	GAS AND OIL	18.71
INVOICE: FRAM-32	FRAF-214	05/27/14		13419	W	06/23/14	121200	521230	PUBLIC RELATIONS	22.13
INVOICE: GRER-61	FRAM-186	05/27/14		13428	W	06/23/14	50100	520620	EMPLOYEE EDUCATION	530.00
INVOICE: HANJ-19	GRER-103	05/27/14		13351	W	06/23/14	143100	521055	PROFESSIONAL SERVICES - O	30.00
INVOICE: HARJ-75	HANJ-55	05/27/14		13352	W	06/23/14	134200	530105	OPERATING SUPPLIES	200.64
INVOICE: HEFJ-86	HARJ-231	05/27/14		13353	W	06/23/14	121500	530105	OPERATING SUPPLIES	141.69
INVOICE: HORK-37	HEFJ-204	05/27/14		13355	W	06/23/14	143100	530105	OPERATING SUPPLIES	25.94
INVOICE: HULS-82	HORK-80	05/27/14		13359	W	06/23/14	126100	520625	TRAVEL	29.00
INVOICE: KOLH-74	HULS-201	05/27/14		13411	W	06/23/14	121300	530105	OPERATING SUPPLIES	23.78
INVOICE: LUDM-91	KOLH-192	05/27/14		13361	W	06/23/14	55715	530105	OPERATING SUPPLIES	33.46
INVOICE: MILC-44	LUDM-650	05/27/14		13371	W	06/23/14	134100	530105	OPERATING SUPPLIES	12.79
INVOICE: PEKC-89	MILC-202	05/27/14		13378	W	06/23/14	55710	530435	SOD, SEED, SAND & GRAVEL	2,485.75
INVOICE: PEKC-454	PEKC-89	05/27/14								

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VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION

INVOICE: 961378								
VENDOR TOTALS		1,242.00	YTD INVOICED				1,242.00	YTD PAID
8942 ANTHONY/DENISE GARVY								
50482 06/23/14				212242	P	06/27/14	4000	REAL ESTATE TRANSFER TAX
INVOICE: TXR062414							410600	
VENDOR TOTALS		2,325.00	YTD INVOICED				2,325.00	YTD PAID
5947 GLEN ELLYN BANK & TRUST								
899858 06/24/14				13407	W	06/27/14	122100	BANKING SERVICES
INVOICE: GEBT-64							520835	
VENDOR TOTALS		13,413.57	YTD INVOICED				13,413.57	YTD PAID
355 GLEN ELLYN PUBLIC LIBRARY								
50636 06/27/14				13429	W	06/27/14	1000	PPRT
INVOICE: PPRT-75							410300	
VENDOR TOTALS		40,362.17	YTD INVOICED				40,362.17	YTD PAID
8913 GOLFMAK, INC								
50399 06/22/14			20140074	212244	P	06/27/14	55700	PROFESSIONAL SERVICES - O
INVOICE: 62314							521055	
50400 06/22/14			20140074	212243	P	06/27/14	55700	PROFESSIONAL SERVICES - O
INVOICE: 62314-1							521055	
VENDOR TOTALS		16,000.00	YTD INVOICED				16,000.00	YTD PAID
4739 GORDON FOOD SERVICE, INC.								
50565 06/18/14				212245	P	06/27/14	55730	DRY GOODS
INVOICE: 157225812							530410	
50565 06/18/14				212245	P	06/27/14	55730	BEVERAGES/RESALE
INVOICE: 157225812							530405	
50565 06/18/14				212245	P	06/27/14	55730	FOOD/RESALE
INVOICE: 157225812							530420	
50566 06/11/14				212245	P	06/27/14	55730	OPERATING SUPPLIES
INVOICE: 157123250							530105	
50566 06/11/14				212245	P	06/27/14	55730	DRY GOODS
INVOICE: 157123250							530410	
50566 06/11/14				212245	P	06/27/14	55730	BEVERAGES/RESALE
INVOICE: 157123250							530405	
50566 06/11/14				212245	P	06/27/14	55730	FOOD/RESALE
INVOICE: 157123250							530420	
VENDOR TOTALS		27,190.12	YTD INVOICED				27,190.12	YTD PAID
929 W.W. GRAINGER INC								
50401 05/19/14				212246	P	06/27/14	143300	MAINTENANCE-STREET LIGHTS
INVOICE: 9445323356							521045	
VENDOR TOTALS								

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VENDOR NAME DOCUMENT	INV DATE VOUCHER PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
50402 INVOICE: 9458208478	06/04/14	212246	P	06/27/14	143300	521057	82.53
VENDOR TOTALS	12,877.76	YTD INVOICED				12,877.76	YTD PAID
8943 GLENN R GREEN 50483 INVOICE: TXR062414	06/23/14	212247	P	06/27/14	4000	410600	1,875.00
VENDOR TOTALS	1,875.00	YTD INVOICED				1,875.00	YTD PAID
380 HALL'S SAFETY EQUIPMENT CORP. 50405 INVOICE: 614-0091	06/04/14	212248	P	06/27/14	143300	530445	157.55
50405 INVOICE: 614-0091	06/04/14	212248	P	06/27/14	143400	530445	50.10
50405 INVOICE: 614-0091	06/04/14	212248	P	06/27/14	50100	530445	39.75
50405 INVOICE: 614-0091	06/04/14	212248	P	06/27/14	50200	530445	39.75
50406 INVOICE: 614-0091-1	06/17/14	212248	P	06/27/14	143300	530445	99.20
VENDOR TOTALS	1,159.88	YTD INVOICED				1,159.88	YTD PAID
6405 HIGHLAND BAKING CO 50568 INVOICE: 685770	06/18/14	212249	P	06/27/14	55730	530420	82.30
50569 INVOICE: 684597	06/16/14	212249	P	06/27/14	55730	530420	62.12
50570 INVOICE: 681862	06/11/14	212249	P	06/27/14	55730	530420	259.30
50571 INVOICE: 683159	06/13/14	212249	P	06/27/14	55730	530420	124.86
50572 INVOICE: 682483	06/12/14	212249	P	06/27/14	55730	530420	71.45
50573 INVOICE: 683868	06/14/14	212249	P	06/27/14	55730	530420	172.84
50574 INVOICE: 685176	06/17/14	212249	P	06/27/14	55730	530420	64.54
50575 INVOICE: 686387	06/19/14	212249	P	06/27/14	55730	530420	78.92
VENDOR TOTALS	23,468.63	YTD INVOICED				23,468.63	YTD PAID
8929 DAMIEN HINKLE 50407 INVOICE: CR062314	06/19/14	212250	P	06/27/14	1000	450100	25.00
VENDOR TOTALS	25.00	YTD INVOICED				25.00	YTD PAID

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VENDOR NAME DOCUMENT	INV DATE VOUCHER PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
8944 JAMES HOBEIN 50484 INVOICE: TXR062414	06/23/14 06/13/14	212251	P	06/27/14	410600	REAL ESTATE TRANSFER TAX	1,011.00
VENDOR TOTALS	1,011.00 YTD INVOICED				1,011.00 YTD PAID		1,011.00
8568 HOUSE OF GRAPHICS, INC 50485 INVOICE: 1406032	06/23/14 06/13/14	212252	P	06/27/14	520905	PRINTING	299.75
VENDOR TOTALS	907.14 YTD INVOICED				907.14 YTD PAID		299.75
8952 JOHN HOWARD 50499 INVOICE: 62414	06/23/14 06/24/14	212253	P	06/27/14	240100	ESCROWS - DEVELOPER DEPOS	100.00
VENDOR TOTALS	100.00 YTD INVOICED				100.00 YTD PAID		100.00
8112 JOHN HUBSKY 50576 INVOICE: ER062614	06/24/14 06/24/14	212254	P	06/27/14	520305	EMPLOYEE RECOGNITION	8.10
VENDOR TOTALS	679.06 YTD INVOICED				679.06 YTD PAID		8.10
7762 STEPHEN HUGHES 50404 INVOICE: ER062314	06/17/14 06/17/14	212255	P	06/27/14	530445	UNIFORMS	12.84
50404 INVOICE: ER062314	06/17/14 06/17/14	212255	P	06/27/14	530445	UNIFORMS	12.84
VENDOR TOTALS	233.68 YTD INVOICED				233.68 YTD PAID		25.68
415 ILLINOIS EPA 50628 INVOICE: 148618	05/20/14 05/20/14	212256	P	06/27/14	521055	PROFESSIONAL SERVICES - O	2,695.01
VENDOR TOTALS	115,333.23 YTD INVOICED				115,333.23 YTD PAID		2,695.01
419 ILLINOIS MUNICIPAL LEAGUE 50577 INVOICE: 24041-IN	05/30/14 05/30/14	212257	P	06/27/14	520615	RECRUITING AND TESTING	20.00
50578 INVOICE: 24059-IN	06/13/14 06/13/14	212257	P	06/27/14	520615	RECRUITING AND TESTING	20.00
VENDOR TOTALS	2,059.00 YTD INVOICED				2,059.00 YTD PAID		40.00
7918 INTELLIGENT FLOORING SYSTEMS, LLC 50408 INVOICE: I290514	05/19/14 05/19/14	212258	P	06/27/14	530105	OPERATING SUPPLIES	151.70

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VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	

VENDOR TOTALS				325.70	YTD	INVOICED	325.70	YTD PAID	151.70
6470 JOHN S NEENAN									
50579	06/05/14			212259	P	06/27/14	55710	OPERATING SUPPLIES	147.50
INVOICE: 78526									
VENDOR TOTALS				388.20	YTD	INVOICED	388.20	YTD PAID	147.50
8945 JOHN/PATRICIA KARNICK									
50486	06/23/14			212260	P	06/27/14	4000	REAL ESTATE TRANSFER TAX	975.00
INVOICE: TXR062414									
VENDOR TOTALS				975.00	YTD	INVOICED	975.00	YTD PAID	975.00
516 KIEFT BROTHERS, INC.									
50409	05/22/14			212261	P	06/27/14	50200	MAINTENANCE-STORM SEWERS	88.00
INVOICE: 202196									
VENDOR TOTALS				2,601.03	YTD	INVOICED	2,601.03	YTD PAID	88.00
612 KONICA MINOLTA BUSINESS SOLUTIONS INC									
50410	06/01/14			212262	P	06/27/14	143100	MAINTENANCE-EQUIPMENT	231.00
INVOICE: 254895667									
VENDOR TOTALS				3,753.46	YTD	INVOICED	3,753.46	YTD PAID	231.00
8937 THOMAS LAMBERT									
50451	06/23/14			212263	P	06/27/14	540	ACCOUNTS RECV - UTILITY BI	132.26
INVOICE: 50451									
VENDOR TOTALS				132.26	YTD	INVOICED	132.26	YTD PAID	132.26
546 LEN'S ACE HARDWARE, INC.									
50500	05/01/14			212264	P	06/27/14	143400	OPERATING SUPPLIES	23.65
INVOICE: 59333									
50501	05/01/14			212264	P	06/27/14	50100	OPERATING SUPPLIES	8.71
INVOICE: 59342									
50502	05/01/14			212264	P	06/27/14	143400	OPERATING SUPPLIES	21.28
INVOICE: 59346									
50503	05/01/14			212264	P	06/27/14	143400	OPERATING SUPPLIES	4.32
INVOICE: 59348									
50504	05/02/14			212264	P	06/27/14	50100	OPERATING SUPPLIES	78.24
INVOICE: 59377									
50505	05/05/14			212264	P	06/27/14	143300	OPERATING SUPPLIES	14.07
INVOICE: 59418									
50506	05/05/14			212264	P	06/27/14	50100	MAINTENANCE-OTHER	8.53
INVOICE: 59420									
50507	05/05/14			212264	P	06/27/14	50100	OPERATING SUPPLIES	71.94
INVOICE: 59422									
50508	05/06/14			212264	P	06/27/14	65000	PARTS PURCHASED	16.18

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE:	59435									
50509	INVOICE:	05/07/14			212264	P	06/27/14	143300	530105	OPERATING SUPPLIES
50510	INVOICE:	05/07/14			212264	P	06/27/14	65000	530310	PARTS PURCHASED
50511	INVOICE:	05/08/14			212264	P	06/27/14	143300	530105	OPERATING SUPPLIES
50512	INVOICE:	05/09/14			212264	P	06/27/14	50100	530105	OPERATING SUPPLIES
50513	INVOICE:	05/09/14			212264	P	06/27/14	50100	530105	OPERATING SUPPLIES
50514	INVOICE:	05/09/14			212264	P	06/27/14	50100	530105	OPERATING SUPPLIES
50515	INVOICE:	05/09/14			212264	P	06/27/14	143300	530105	OPERATING SUPPLIES
50516	INVOICE:	05/12/14			212264	P	06/27/14	143300	530105	OPERATING SUPPLIES
50517	INVOICE:	05/13/14			212264	P	06/27/14	50100	530105	OPERATING SUPPLIES
50518	INVOICE:	05/13/14			212264	P	06/27/14	143100	530105	OPERATING SUPPLIES
50519	INVOICE:	05/13/14			212264	P	06/27/14	143300	530105	OPERATING SUPPLIES
50520	INVOICE:	05/14/14			212264	P	06/27/14	50200	530105	OPERATING SUPPLIES
50521	INVOICE:	05/14/14			212264	P	06/27/14	143400	521057	CBD APPEARANCE
50522	INVOICE:	05/14/14			212264	P	06/27/14	143400	521057	CBD APPEARANCE
50523	INVOICE:	05/15/14			212264	P	06/27/14	143400	521057	CBD APPEARANCE
50524	INVOICE:	05/19/14			212264	P	06/27/14	126500	520310	HOLIDAY DECORATIONS
50525	INVOICE:	05/19/14			212264	P	06/27/14	50100	530105	OPERATING SUPPLIES
50526	INVOICE:	05/20/14			212264	P	06/27/14	50100	530105	OPERATING SUPPLIES
50527	INVOICE:	05/20/14			212264	P	06/27/14	50100	530105	OPERATING SUPPLIES
50528	INVOICE:	05/21/14			212264	P	06/27/14	50100	530105	OPERATING SUPPLIES
50529	INVOICE:	05/21/14			212264	P	06/27/14	50100	530105	OPERATING SUPPLIES
50530	INVOICE:	05/21/14			212264	P	06/27/14	50100	530105	OPERATING SUPPLIES
50531	INVOICE:	05/22/14			212264	P	06/27/14	50100	521050	MAINTENANCE-OTHER
50532	INVOICE:	05/22/14			212264	P	06/27/14	50100	521050	MAINTENANCE-OTHER
50533	INVOICE:	05/23/14			212264	P	06/27/14	50100	530105	OPERATING SUPPLIES
INVOICE:	59813									

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10.78
16.62
31.47
17.99
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5.39
34.15
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21.13
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VENDOR NAME DOCUMENT	INV DATE VOUCHER PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION

VENDOR TOTALS		4.35	YTD INVOICED		4.35	YTD PAID
595 MENARDS, INC.						4.35
50412 INVOICE: 06/05/14		212270	P	06/27/14	143300	MAINTENANCE-STREET LIGHTS
57407					521045	
50586 INVOICE: 06/12/14		212270	P	06/27/14	143300	OPERATING SUPPLIES
57967					530105	
50587 INVOICE: 06/16/14		212270	P	06/27/14	143300	OPERATING SUPPLIES
58348					530105	
50588 INVOICE: 06/11/14		212270	P	06/27/14	143300	OPERATING SUPPLIES
57906					530105	
VENDOR TOTALS		2,616.03	YTD INVOICED		2,616.03	YTD PAID
966 WM. F. MEYER CO.						165.55
50413 INVOICE: 06/16/14		212271	P	06/27/14	50100	MAINTENANCE-OTHER
S2790190.001					521050	
50414 INVOICE: 06/10/14		212271	P	06/27/14	50100	MAINTENANCE-WATER METERS
S2787427.001					521015	
VENDOR TOTALS		4,796.74	YTD INVOICED		4,796.74	YTD PAID
8955 MIDWEST FENCE CORPORATION						366.00
50589 INVOICE: 06/10/14		212272	P	06/27/14	143300	OPERATING SUPPLIES
S25228					530105	
VENDOR TOTALS		180.00	YTD INVOICED		180.00	YTD PAID
8668 MID-WEST INSTITUTIONAL FOODS DISTRIBUTORS, INC						180.00
50581 INVOICE: 06/18/14		212273	P	06/27/14	55730	FOOD/RESALE
201327					530420	
50582 INVOICE: 06/13/14		212273	P	06/27/14	55730	FOOD/RESALE
199328					530420	
50582 INVOICE: 06/13/14		212273	P	06/27/14	55730	OPERATING SUPPLIES
199328					530105	
50583 INVOICE: 06/17/14		212273	P	06/27/14	55730	FOOD/RESALE
200444					530420	
50584 INVOICE: 06/11/14		212273	P	06/27/14	55730	FOOD/RESALE
198188					530420	
50585 INVOICE: 06/14/14		212273	P	06/27/14	55730	FOOD/RESALE
199966					530420	
50585 INVOICE: 06/14/14		212273	P	06/27/14	55730	OPERATING SUPPLIES
199966					530105	
VENDOR TOTALS		18,447.97	YTD INVOICED		18,447.97	YTD PAID
643 NEENAH FOUNDRY COMPANY						1,639.60
50415 INVOICE: 06/04/14		212274	P	06/27/14	50200	MAINTENANCE-STORM SEWERS
795886					521005	
50416 INVOICE: 06/09/14		212274	P	06/27/14	50200	MAINTENANCE-STORM SEWERS
					521005	

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VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	YTD PAID	YTD INVOICED

INVOICE: 796233										
VENDOR TOTALS									7,569.00	7,569.00
8790 A NEW DAIRY CO, INC										
50591	06/13/14			212275	P	06/27/14	55730	BEVERAGES/RESALE	530405	212275
INVOICE: 1389332										
50591	06/13/14			212275	P	06/27/14	55730	FOOD/RESALE	530420	212275
INVOICE: 1389332										
50592	06/17/14			212275	P	06/27/14	55730	BEVERAGES/RESALE	530405	212275
INVOICE: 1389801										
50592	06/17/14			212275	P	06/27/14	55730	FOOD/RESALE	530420	212275
INVOICE: 1389801										
VENDOR TOTALS									6,874.33	6,874.33
7183 NEWEGG INC										
50466	06/19/14			212276	P	06/27/14	121400	COMPUTER EQUIPMENT/PROJEC	570110	212276
INVOICE: 1200490391										
50467	06/18/14			212276	P	06/27/14	121400	COMPUTER EQUIPMENT/PROJEC	570110	212276
INVOICE: 1200488897										
50468	06/19/14			212276	P	06/27/14	121400	COMPUTER EQUIPMENT/PROJEC	570110	212276
INVOICE: 1200489659										
50469	06/19/14			212276	P	06/27/14	134100	OFFICE SUPPLIES	530100	212276
INVOICE: 1200492283										
VENDOR TOTALS									6,421.26	6,421.26
648 NEWSLETTER PRESS INC										
50593	06/25/14			212277	P	06/27/14	121500	OPERATING SUPPLIES	530105	212277
INVOICE: 62614										
VENDOR TOTALS									288.00	288.00
651 NORTHERN ILLINOIS GAS COMPANY										
50541	06/17/14			212278	P	06/27/14	50100	UTILITIES	521200	212278
INVOICE: 50541										
VENDOR TOTALS									74,476.99	74,476.99
652 NIKE USA INC										
50590	06/17/14			212279	P	06/27/14	55750	PRODUCTS/RESALE	520945	212279
INVOICE: 961149900										
VENDOR TOTALS									14,636.27	14,636.27
8946 COLLEEN NOTTER										
50488	06/23/14			212280	P	06/27/14	4000	REAL ESTATE TRANSFER TAX	410600	212280
INVOICE: TXR062414										
VENDOR TOTALS									2,154.00	2,154.00

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VENDOR NAME DOCUMENT	INV DATE VOUCHER PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	

VENDOR TOTALS		2,154.00	YTD	INVOICED		2,154.00	YTD PAID
665 O'HARE TRUCK/TOWING SERVICE, INC. 50490 INVOICE: 499472					212281 P 06/27/14 134200	520935	IMPOUND FEES
VENDOR TOTALS		1,848.25	YTD	INVOICED		1,848.25	YTD PAID
8947 JAMES/DIANNE OWENS 50489 INVOICE: TXR062414					212282 P 06/27/14 4000	410600	REAL ESTATE TRANSFER TAX
VENDOR TOTALS		1,374.00	YTD	INVOICED		1,374.00	YTD PAID
2670 PACE SUBURBAN BUS 50629 INVOICE: 328130					212283 P 06/27/14 121500	520500	SENIOR TRANSPORTATION
VENDOR TOTALS		37,689.48	YTD	INVOICED		37,689.48	YTD PAID
6453 PARAMEDIC BILLING SERVICES, INC. 1676541 INVOICE: PBS-51 1676541 INVOICE: PBS-51					13408 W 06/27/14 135200 13408 W 06/27/14 1000	520926 440050	AMBULANCE BILLING SERVICE AMBULANCE SERVICE FEES
VENDOR TOTALS		19,816.48	YTD	INVOICED		19,816.48	YTD PAID
8938 PIZZO NATIVE PLANT NURSERY, LLC 50470 INVOICE: SI-11447					212284 P 06/27/14 143400	521057	CBD APPEARANCE
VENDOR TOTALS		936.30	YTD	INVOICED		936.30	YTD PAID
6552 PROVANTAGE CORPORATION 50463 INVOICE: 7103535					212285 P 06/27/14 134100	530100	OFFICE SUPPLIES
VENDOR TOTALS		23,454.94	YTD	INVOICED		23,454.94	YTD PAID
8932 RC HOLDINGS, LLC 50446 INVOICE: 50446					212286 P 06/27/14 540	120210	ACCOUNTS RECV - UTILITY BI
VENDOR TOTALS		110.49	YTD	INVOICED		110.49	YTD PAID
4804 RED BUD SUPPLY, INC. 50418 INVOICE: 131583 50418					212287 P 06/27/14 143300 212287 P 06/27/14 143400	530225 530225	SAFETY SUPPLIES SAFETY SUPPLIES

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VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION

INVOICE: 131583								
VENDOR TOTALS			434.09	YTD INVOICED			434.09	YTD PAID 282.04
8933 RENEW HOMES LLC 50447 INVOICE: 50447	06/23/14			212288	P	06/27/14	540	ACCOUNTS REC'D - UTILITY BI 73.21
VENDOR TOTALS			73.21	YTD INVOICED			73.21	YTD PAID 73.21
6514 REPUBLIC SERVICES, INC. 50419 INVOICE: 551-01010921134	06/15/14			212289	P	06/27/14	54000	ALLIED WASTE SERVICES 95,877.55
50419 INVOICE: 551-01010921134	06/15/14			212289	P	06/27/14	54000	ALLIED WASTE SERVICES 478.50
VENDOR TOTALS			1,573,799.31	YTD INVOICED			1,573,799.31	YTD PAID 96,356.05
3604 RITE-WAY CUSTOM HOMES 50475 INVOICE: 50475	06/23/14			212290	P	06/27/14	540	ACCOUNTS REC'D - UTILITY BI 73.11
VENDOR TOTALS			923.11	YTD INVOICED			923.11	YTD PAID 73.11
761 RONNOCO HOLDINGS, INC. 50420 INVOICE: 764162429	06/11/14			212291	P	06/27/14	55730	BEVERAGES/RESALE 463.65
VENDOR TOTALS			8,825.29	YTD INVOICED			8,825.29	YTD PAID 463.65
8948 GREGORY SCHALL 50491 INVOICE: TXR062414	06/23/14			212292	P	06/27/14	4000	REAL ESTATE TRANSFER TAX 1,929.00
VENDOR TOTALS			1,929.00	YTD INVOICED			1,929.00	YTD PAID 1,929.00
6093 SCHAMBERGER BROTHERS, INC. 50428 INVOICE: 8155	06/13/14			212293	P	06/27/14	55730	BEER AND WINE 390.60
50644 INVOICE: 8214	06/17/14			212293	P	06/27/14	55730	BEER AND WINE 918.90
VENDOR TOTALS			17,589.00	YTD INVOICED			17,589.00	YTD PAID 1,309.50
774 SCHEFFLER'S FLOWERS 50421 INVOICE: 6245	06/07/14			212294	P	06/27/14	143400	CBD APPEARANCE 1,000.00
VENDOR TOTALS			10,937.75	YTD INVOICED			10,937.75	YTD PAID 1,000.00
792 THE SHERWIN WILLIAMS CO.								

Attachment: Vouchers 07-14-2014 (1309 : Vouchers 07-14-2014)

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VILLAGE OF GLEN ELLYN
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WARRANT: 0614-4

TO FISCAL 2014/13 05/01/2013 TO 06/30/2014

VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
50600 INVOICE: 983-6 50601 INVOICE: 931-5	06/09/14 983-6 06/06/14 931-5			212295 212295	P P	06/27/14 06/27/14	143300 143300	530105 530105	OPERATING SUPPLIES OPERATING SUPPLIES
VENDOR TOTALS		6,283.26	YTD INVOICED					6,283.26	YTD PAID
795 SIKICH LLP 50424 INVOICE: 189795	05/31/14 2252 189795		20140057	212296	P	06/27/14	122100	520825	AUDIT
VENDOR TOTALS		64,072.00	YTD INVOICED					64,072.00	YTD PAID
3571 HARRY C SMITH LTD 50492 INVOICE: 16957	06/10/14 16957			212297	P	06/27/14	134100	520705	LEGAL - PROSECUTORIAL SER
VENDOR TOTALS		92,928.00	YTD INVOICED					92,928.00	YTD PAID
8934 ANTOINETTE SOTTREL 50448 INVOICE: 50448	06/23/14 50448			212298	P	06/27/14	540	120210	ACCOUNTS RECV - UTILITY BI
VENDOR TOTALS		15.28	YTD INVOICED					15.28	YTD PAID
1379 SOUTHERN WINE & SPIRITS OF ILLINOIS 50429 INVOICE: 4017097 50429 INVOICE: 4017097 50640 INVOICE: 4024193 50641 INVOICE: 4017096 50642 INVOICE: 4030654 50642 INVOICE: 4030654	06/12/14 4017097 06/12/14 4017097 06/17/14 4024193 06/19/14 4017096 06/19/14 4030654 06/19/14 4030654			212299 212299 212299 212299 212299 212299	P P P P P P	06/27/14 06/27/14 06/27/14 06/27/14 06/27/14 06/27/14	55730 55730 55730 55730 55730 55730	530401 530402 530401 530402 530401 530402	WINE SPIRITS WINE SPIRITS WINE SPIRITS
VENDOR TOTALS		60,743.63	YTD INVOICED					60,743.63	YTD PAID
3153 JOHN SPARAGNA 50603 INVOICE: ER062614	06/24/14 ER062614			212300	P	06/27/14	50100	520305	EMPLOYEE RECOGNITION
VENDOR TOTALS		207.70	YTD INVOICED					207.70	YTD PAID
2687 STAPLES CONTRACT & COMMERCIAL, INC. 50422 INVOICE: 3233671711 50422	06/10/14 3233671711 06/10/14			212301 212301	P P	06/27/14 06/27/14	143100 143300	530100 530100	OFFICE SUPPLIES OFFICE SUPPLIES

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TO FISCAL 2014/13 05/01/2013 TO 06/30/2014

VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: 50422	3233671711	06/10/14		212301	P	06/27/14	143400	530100	OFFICE SUPPLIES
INVOICE: 50422	3233671711	06/10/14		212301	P	06/27/14	50100	530100	OFFICE SUPPLIES
INVOICE: 50422	3233671711	06/10/14		212301	P	06/27/14	50200	530100	OFFICE SUPPLIES
INVOICE: 50602	3233671711	06/13/14		212301	P	06/27/14	143100	530100	OFFICE SUPPLIES
INVOICE: 50602	3233856585	06/13/14		212301	P	06/27/14	143300	530100	OFFICE SUPPLIES
INVOICE: 50602	3233856585	06/13/14		212301	P	06/27/14	143400	530100	OFFICE SUPPLIES
INVOICE: 50602	3233856585	06/13/14		212301	P	06/27/14	50100	530100	OFFICE SUPPLIES
INVOICE: 50602	3233856585	06/13/14		212301	P	06/27/14	50200	530100	OFFICE SUPPLIES
VENDOR TOTALS							14,512.46 YTD INVOICED	14,512.46 YTD PAID	112.50
8930 MICHAEL STARKEY	50425	06/19/14		212302	P	06/27/14	1000	450100	POLICE ORDINANCE FINES
INVOICE: 8954	50542	06/17/14						25.00 YTD INVOICED	25.00
VENDOR TOTALS							25.00 YTD INVOICED	25.00 YTD PAID	25.00
8954 KATHY STROBEL	50542	06/17/14		212303	P	06/27/14	121100	520140	VILLAGE COMMISSIONS
INVOICE: 7600	50427	06/12/14						40.00 YTD INVOICED	40.00
VENDOR TOTALS							40.00 YTD INVOICED	40.00 YTD PAID	40.00
7600 STUEVER & SONS, INC	50427	06/12/14		212304	P	06/27/14	55730	530105	OPERATING SUPPLIES
INVOICE: 826	50630	04/30/14						3,419.00 YTD INVOICED	190.00
VENDOR TOTALS							3,419.00 YTD INVOICED	3,419.00 YTD PAID	190.00
826 SUBURBAN DOOR CHECK & LOCK SERVICE INC	50630	04/30/14		212305	P	06/27/14	121600	520970	MAINTENANCE-BUILDING & GR
INVOICE: 5018	50423	06/15/14						5,299.70 YTD INVOICED	159.90
VENDOR TOTALS							5,299.70 YTD INVOICED	5,299.70 YTD PAID	159.90
5018 SUBURBAN LABORATORIES, INC.	50423	06/15/14		212306	P	06/27/14	50100	521055	PROFESSIONAL SERVICES - O
INVOICE: 835								15,696.19 YTD INVOICED	1,363.00
VENDOR TOTALS							15,696.19 YTD INVOICED	15,696.19 YTD PAID	1,363.00
835 SUPERIOR BEVERAGE CO.									

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TO FISCAL 2014/13 05/01/2013 TO 06/30/2014

VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION
50426 INVOICE:	06/12/14			212307	P	06/27/14	55730	BEER AND WINE
50643 INVOICE:	06/20/14			212307	P	06/27/14	55730	BEER AND WINE
50645 INVOICE:	06/19/14			212307	P	06/27/14	55730	BEER AND WINE
VENDOR TOTALS				18,736.65	YTD INVOICED		18,736.65	YTD PAID
844 SYSCO FOOD SERV - CHICAGO, INC								
50594 INVOICE:	06/13/14			212308	P	06/27/14	55730	OPERATING SUPPLIES
50594 INVOICE:	06/13/14			212308	P	06/27/14	55730	FOOD/RESALE
50595 INVOICE:	06/16/14			212308	P	06/27/14	55730	OPERATING SUPPLIES
50595 INVOICE:	06/16/14			212308	P	06/27/14	55730	DRY GOODS
50595 INVOICE:	06/16/14			212308	P	06/27/14	55730	FOOD/RESALE
50596 INVOICE:	06/12/14			212308	P	06/27/14	55730	OPERATING SUPPLIES
50596 INVOICE:	06/12/14			212308	P	06/27/14	55730	DRY GOODS
50597 INVOICE:	06/11/14			212308	P	06/27/14	55730	FOOD/RESALE
50597 INVOICE:	06/11/14			212308	P	06/27/14	55730	OPERATING SUPPLIES
50597 INVOICE:	06/11/14			212308	P	06/27/14	55730	DRY GOODS
50598 INVOICE:	06/11/14			212308	P	06/27/14	55730	FOOD/RESALE
50598 INVOICE:	06/18/14			212308	P	06/27/14	55730	FOOD/RESALE
50599 INVOICE:	06/10/14			212308	P	06/27/14	55730	FOOD/RESALE
VENDOR TOTALS				284,405.29	YTD INVOICED		284,405.29	YTD PAID
848 TAYLOR MADE GOLF CO., INC.								
50609 INVOICE:	06/18/14			212309	P	06/27/14	55720	REPAIRS CLUBS
50610 INVOICE:	06/06/14			212309	P	06/27/14	55750	PRODUCTS/RESALE
VENDOR TOTALS				11,180.33	YTD INVOICED		11,180.33	YTD PAID
854 TERRACE SUPPLY COMPANY								
50611 INVOICE:	05/31/14			212310	P	06/27/14	55715	OPERATING SUPPLIES
	939694							

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TO FISCAL 2014/13 05/01/2013 TO 06/30/2014

VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION

VENDOR TOTALS			760.29	YTD INVOICED			760.29	YTD PAID
865 ACUSHNET COMPANY								12.71
50604	06/09/14							
INVOICE: 2876633				212311	P	06/27/14	55750	PRODUCTS/RESALE
50605	06/19/14							751.99
INVOICE: 2899929				212311	P	06/27/14	55750	PRODUCTS/RESALE
50606	06/05/14							697.11
INVOICE: 2865051				212311	P	06/27/14	55750	PRODUCTS/RESALE
VENDOR TOTALS			59,576.69	YTD INVOICED			59,576.69	YTD PAID
870 TOUR EDGE GOLF MFG INC								1,606.20
50607	06/09/14							
INVOICE: IN-01011883				212312	P	06/27/14	55750	PRODUCTS/RESALE
50608	06/19/14							905.04
INVOICE: IN-01013915				212312	P	06/27/14	55750	PRODUCTS/RESALE
VENDOR TOTALS			5,532.39	YTD INVOICED			5,532.39	YTD PAID
872 TRAFFIC CONTROL & PROTECTION INC								1,066.06
50612	05/28/14							
INVOICE: 80154				212313	P	06/27/14	143300	SAFETY SUPPLIES
50612	05/28/14							2,808.75
INVOICE: 80154				212313	P	06/27/14	143400	SAFETY SUPPLIES
VENDOR TOTALS			12,642.60	YTD INVOICED			12,642.60	YTD PAID
1435 TRAFFIC CONTROL CORPORATION								3,308.75
50431	05/30/14							
INVOICE: 65299				212314	P	06/27/14	143300	MAINTENANCE-STREET LIGHTS
VENDOR TOTALS			893.00	YTD INVOICED			893.00	YTD PAID
7644 TREES R US, INC.								150.00
50459	04/14/14							
INVOICE: 15755			20140009	212315	P	06/27/14	143400	TREE REMOVAL
50459	04/14/14							951.50
INVOICE: 15755			20140009	212315	P	06/27/14	143400	EMERALD ASH BORER PROGRAM
50493	06/16/14							918.50
INVOICE: 16270			20140071	212315	P	06/27/14	54000	BRUSH PICK UP SERVICE
VENDOR TOTALS			308,750.79	YTD INVOICED			308,750.79	YTD PAID
8044 US BANK NATIONAL ASSOCIATION								24,620.00
50461	06/24/14							
INVOICE: 50461				13410	W	06/24/14	55700	2012 GO BONDS INTEREST
VENDOR TOTALS			361,265.79	YTD INVOICED			361,265.79	YTD PAID

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TO FISCAL 2014/13 05/01/2013 TO 06/30/2014

VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
911 AURORA LAUNDRY COMPANY, INC									
50432 INVOICE: 06/11/14	06/11/14			212316	P	06/27/14	55730	530445	UNIFORMS
50432 INVOICE: 06/11/14	06/11/14			212316	P	06/27/14	55730	530446	LINENS AND RENTALS
50432 INVOICE: 06/11/14	06/11/14			212316	P	06/27/14	55730	530105	OPERATING SUPPLIES
50433 INVOICE: 06/11/14	06/11/14			212316	P	06/27/14	55730	530446	LINENS AND RENTALS
50434 INVOICE: 06/13/14	06/13/14			212316	P	06/27/14	55730	530105	OPERATING SUPPLIES
VENDOR TOTALS				18,413.83	YTD INVOICED			18,413.83	YTD PAID
915 VERIZON WIRELESS SERVICES LLC									
50462 INVOICE: 06/16/14	06/16/14			212317	P	06/27/14	134200	521195	TELECOMMUNICATIONS
50613 INVOICE: 06/15/14	06/15/14			212317	P	06/27/14	143100	521195	TELECOMMUNICATIONS
50613 INVOICE: 06/15/14	06/15/14			212317	P	06/27/14	143300	521195	TELECOMMUNICATIONS
50613 INVOICE: 06/15/14	06/15/14			212317	P	06/27/14	143400	521195	TELECOMMUNICATIONS
50613 INVOICE: 06/15/14	06/15/14			212317	P	06/27/14	50100	521195	TELECOMMUNICATIONS
50613 INVOICE: 06/15/14	06/15/14			212317	P	06/27/14	50200	521195	TELECOMMUNICATIONS
50613 INVOICE: 06/15/14	06/15/14			212317	P	06/27/14	65000	521195	TELECOMMUNICATIONS
VENDOR TOTALS				41,492.17	YTD INVOICED			41,492.17	YTD PAID
3995 WAREHOUSE DIRECT OFFICE PRODUCTS									
50438 INVOICE: 06/09/14	06/09/14			212318	P	06/27/14	143100	530100	OFFICE SUPPLIES
50438 INVOICE: 06/09/14	06/09/14			212318	P	06/27/14	143300	530100	OFFICE SUPPLIES
50438 INVOICE: 06/09/14	06/09/14			212318	P	06/27/14	143400	530100	OFFICE SUPPLIES
50438 INVOICE: 06/09/14	06/09/14			212318	P	06/27/14	50100	530100	OFFICE SUPPLIES
50438 INVOICE: 06/09/14	06/09/14			212318	P	06/27/14	50200	530100	OFFICE SUPPLIES
VENDOR TOTALS				2,415.89	YTD INVOICED			2,415.89	YTD PAID
946 WEST CENTRAL MUNICIPAL CONFERENCE									
50443 INVOICE: 06/04/14	06/04/14			212319	P	06/27/14	143400	521100	TREE REPLACEMENT
50444 INVOICE: 06/04/14	06/04/14			212319	P	06/27/14	143400	521100	TREE REPLACEMENT

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VENDOR NAME

DOCUMENT

INV DATE VOUCHER PO

CHECK NO

T CHK DATE GL ACCOUNT

GL ACCOUNT DESCRIPTION

TO FISCAL 2014/13 05/01/2013 TO 06/30/2014

VENDOR TOTALS		82,246.00	YTD INVOICED	82,246.00	YTD PAID	4,474.00
4450 WESTERN IRRIGATION, INC.						
50435 06/09/14		212320 P 06/27/14	53000	520970	MAINTENANCE-BUILDING & GR	205.00
INVOICE: 79358						
50436 06/09/14		212320 P 06/27/14	53000	520970	MAINTENANCE-BUILDING & GR	145.00
INVOICE: 79359						
50437 06/09/14		212320 P 06/27/14	143400	520970	MAINTENANCE-BUILDING & GR	100.00
INVOICE: 79360						
VENDOR TOTALS		2,498.00	YTD INVOICED	2,498.00	YTD PAID	450.00
8949 BARRY/CHRISTINE WHITE						
50494 06/23/14		212321 P 06/27/14	4000	410600	REAL ESTATE TRANSFER TAX	1,140.00
INVOICE: TXR062414						
VENDOR TOTALS		1,140.00	YTD INVOICED	1,140.00	YTD PAID	1,140.00
7711 WINDY CITY DISTRIBUTION COMPANY						
50439 06/11/14		212322 P 06/27/14	55730	530400	BEER AND WINE	302.08
INVOICE: 468330						
50646 06/18/14		212322 P 06/27/14	55730	530400	BEER AND WINE	696.18
INVOICE: 470504						
VENDOR TOTALS		19,535.54	YTD INVOICED	19,535.54	YTD PAID	998.26
6568 WIRTZ BEVERAGE ILLINOIS LLC						
50440 06/12/14		212323 P 06/27/14	55730	530402	SPIRITS	911.05
INVOICE: 1011750859						
VENDOR TOTALS		16,590.20	YTD INVOICED	16,590.20	YTD PAID	911.05
3848 WITTEK GOLF SUPPLY CO INC						
50614 06/05/14		212324 P 06/27/14	55720	530105	OPERATING SUPPLIES	957.00
INVOICE: 314756						
VENDOR TOTALS		3,080.33	YTD INVOICED	3,080.33	YTD PAID	957.00
8565 WIDEPENWEST FINANCE LLC						
50441 06/15/14		212325 P 06/27/14	121400	521195	TELECOMMUNICATIONS	69.75
INVOICE: 50441						
VENDOR TOTALS		553.00	YTD INVOICED	553.00	YTD PAID	69.75
8950 RONALD J/KATHLEEN M YURCUS						
50495 06/23/14		212326 P 06/27/14	4000	410600	REAL ESTATE TRANSFER TAX	735.00
INVOICE: TXR062414						
VENDOR TOTALS		735.00	YTD INVOICED	735.00	YTD PAID	735.00

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VENDOR NAME | DOCUMENT | INV DATE | VOUCHER | PO | CHECK NO | T | CHK DATE | GL ACCOUNT | GL ACCOUNT DESCRIPTION | PG | 38 | appdwarr

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7060	JOHN ALBERT GARZA											
50496	06/17/14				212327	P	06/27/14	134100	530105	OPERATING SUPPLIES	320.00	
	INVOICE: 10094											
	VENDOR TOTALS			320.00	YTD	INVOICED			320.00	YTD	PAID	320.00
975	ZIEBELL WATER SERVICE PRODUCTS INC											
50442	06/06/14				212328	P	06/27/14	50100	521015	MAINTENANCE-WATER METERS	484.20	
	INVOICE: 224883-000											
	VENDOR TOTALS			2,483.70	YTD	INVOICED			2,483.70	YTD	PAID	484.20
												493,185.43

REPORT TOTALS

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	133	358,023.57
TOTAL WIRE TRANSFERS	109	135,161.86

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WARRANT: 0614-5

TO FISCAL 2014/13 05/01/2013 TO 06/30/2014

VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
360 GLENBARD W. W. TREATMENT PLT. 50647 06/27/14 INVOICE: SY14-2				13430	W	06/30/14	50200 521130	PAYMENT TO GWA	308,592.74
VENDOR TOTALS			3,519,043.10	YTD INVOICED				3,519,043.10	YTD PAID 308,592.74
700 THE PITNEY BOWES BANK INC 50648 06/27/14 INVOICE: 62714				13431	W	06/27/14	122100 520900	POSTAGE & SHIPPING	2,000.00
VENDOR TOTALS			30,000.00	YTD INVOICED				30,000.00	YTD PAID 2,000.00
REPORT TOTALS									310,592.74
COUNT									AMOUNT
TOTAL WIRE TRANSFERS									2 310,592.74
** END OF REPORT - Generated by Mary Romanelli **									



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 07/14/14 07:00 PM
Department: Administration - Recognition
Department Head: Al Stonitsch
Category: Appointment
Prepared By: Patti Underhill

SCHEDULED

AGENDA ITEM (ID # 1321)

DOC ID: 1321

Approve the recommendation of Village President Alexander W. Demos that the following appointments be made: Recreation Commission - Susan Carroll for a term ending May 31, 2015; Architectural Review Commission - Robert Dieter for a term ending January 31, 2015 and Timothy Loftus for a term ending January 31, 2015.



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 07/14/14 07:00 PM
Department: Planning & Development
Department Head: Staci Hulseberg
Category: Ordinance
Prepared By: Joe Kvapil

SCHEDULED

ORDINANCE 6245

DOC ID: 1319 A

Ordinance No. 6245, An Ordinance Approving a Variation from the Buildable Lot Requirements of the Zoning Code to Allow the Separation and Sale of a Vacant Lot and the Construction of a Single Family Home for Property at 795 Hill Avenue. (Planning and Development Director Hulseberg)

Background

The property owners, Richard and Jennifer Rolinski, are requesting approval of a variation from Glen Ellyn Zoning Code, Section 10-4-1(K), to allow the separation, sale and future construction of a single-family home on a nonconforming vacant lot adjacent to their nonconforming lot. The subject property is a corner lot located on the southwest corner at the intersection of Hill Avenue and Bryant Avenue in the R2 Residential District. Notice of the public hearing was published in the Daily Herald on April 25, 2014. The Zoning Board of Appeals conducted a public hearing on the requested variation on Tuesday, May 13, 2014 which was continued to June 10, 2014. At the meeting, one person spoke in favor of, and no persons spoke in opposition to, the variation request.

Issues

The Zoning Board of Appeals was in favor of the variation because they felt that there are practical difficulties or particular hardships in the application of the Zoning Code regulations on this property and that the conditions on this property are unique and not generally applicable to other properties in this zoning district. The zoning code requires that these two adjacent nonconforming lots under common ownership be combined into one zoning lot unless certain “grandfather” requirements are met. The existing conditions failed to meet two of the fifteen requirements that would permit the vacant lot to be separated, sold and developed with a single-family home.

One requirement is that the current owners must have owned both lots on June 1, 1989 however, Richard and Jennifer Rolinski purchased both lots on June 28, 2003. The ZBA members felt this was not a significant issue because of the extensive time that has elapsed and the conditions on the two lots have remained unchanged during that period of time. The other requirement is that 75% of the homes on the Hill Avenue block must have the same or less lot width than the vacant lot, and only 33% of the lots comply. This corner lot also fronts on Bryant Avenue and meets the lot width requirement for homes on the Bryant Avenue block. Most ZBA members felt that meeting the code requirement on Bryant Avenue is equivalent to meeting the requirement on Hill Avenue and that the lot is consistent with the character of the locality.

Several ZBA members felt the separation and sale of the vacant lot was reasonable but felt that they did not have sufficient information about the future home on the lot to allow the construction. They requested an opinion from the Village Attorney about a recommendation to approve only a part of the code section. Village Attorney Greg Mathews advised that the code section requirements should be considered collectively for a single recommendation since the conditions for the separation, sale and development of the lot are all interrelated in one code section. As a result, the buildable area on

the vacant lot was identified and the ZBA members conditioned their recommendation to include more restrictive front and rear yard setbacks. These conditions provided adequate building separation distance and exposure for the existing adjacent homes while allowing the future development on the vacant lot to reach the maximum permitted lot coverage ratio.

Most ZBA members also felt that the size, position, location and configuration of the home, garage, driveway, etc. on the improved lot was never intended or designed to take advantage of the combined lots and results in a practical difficulty. One ZBA member felt that the applicant did not demonstrate a hardship, could continue to use the combined lots as they have in the past, and failed to show that the property could not yield a reasonable return if used under the code regulations.

Recommendation

At the public hearing on June 10, 2014, the Zoning Board of Appeals voted on a motion to recommend approval of the requested variation which carried with five (5) “yes” votes and one (1) “no” vote. In accordance with this recommendation, staff has prepared an ordinance to **approve** the requested variation.

Action Requested

It is requested that the Village Board consider the petitioners' request, the recommendation offered by the Zoning Board of Appeals, and any further evidence or testimony presented at the Village Board Meeting and grant, deny or amend the requested variation.

Attachments

- Ordinance
- Minutes of ZBA meeting dated May 3, 2014 and June 10, 2014
- Photo of the Subject Property
- Location Map
- Site Plan
- Petitioners' Application packet

CC: Richard and Jennifer Rolinski, Property Owners of 795 Hill Avenue

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Ordinance No. _____

**An Ordinance Approving a Variation from the
Buildable Lot Requirements of the Zoning Code to
Allow the Separation and Sale of a Vacant Lot and the
Construction of a Single-Family Home**

For Property at 795 Hill Avenue

Glen Ellyn, IL 60137

Whereas, Richard and Jennifer Rolinski, owners of the property at 795 Hill Avenue, Glen Ellyn, Illinois, which is legally described as follows:

Lots 3 and 4 except the South 3 feet thereof in R.S. Shepard's Subdivision. A Subdivision of the East 256 feet of Block 17 (except the South 30 feet thereof) in E.W. Zander and Company's Addition to Glen Ellyn, in Sections 11 and 14, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded December 29, 1925 as Document 205383, in DuPage County, Illinois.

P.I.N.: 0514206014 (Lot 3) and P.I.N.: 0514206015 (Lot 4)

have petitioned the President and Board of Trustees of the Village of Glen Ellyn for a variation from the Glen Ellyn Zoning Code as follows:

1. Section 10-4-1(K)1 to allow the sale and separation of Lot 4 from Lot 3 and allow construction of a single-family dwelling on Lot 4 although these lots came under the common ownership of Richard and Jennifer Rolinski on June 28, 2003 in lieu of the required date of June 1, 1989.
2. Sections 10-4-1(K)2 and Section 10-4-1(J)4b to allow the sale and separation of Lot 4 from Lot 3 and allow construction of a single-family dwelling on Lot 4 although 33% of the improved lots on the block fronting on Hill Avenue are the same or less lot width than Lot 4 in lieu of the minimum required 75%.

Whereas, following due notice by publication in the Daily Herald not less than fifteen (15) nor more than thirty (30) days prior thereto, and by mailing notice to all property owners within 250 feet of the subject property at least ten (10) days prior thereto, and following the placement of a placard on the subject property not less than fifteen (15) days prior thereto, the Glen Ellyn Zoning Board of Appeals conducted a public hearing on May 13, 2014 which was continued to June 10, 2014, at which the petitioners presented evidence, testimony, and exhibits in support of the variation request and one (1) person appeared in favor of the variation and no (0) persons appeared in opposition thereto; and

Whereas, based upon the evidence, testimony, and exhibits presented at the public hearing on May 13, 2014 and June 10, 2014, the Zoning Board of Appeals adopted findings of fact and voted on a motion to approve the Variation which carried by a vote of five (5) “yes” and one (1) “no,” resulting in a recommendation for approval as set forth in its draft Minutes dated June 10, 2014, appended hereto as Exhibit "A"; and

Whereas, the President and Board of Trustees have reviewed the exhibits and evidence presented at the aforementioned public hearing and have considered the findings of fact and recommendations of the Zoning Board of Appeals; and

Whereas, the President and Board of Trustees make the following findings of fact:

A. That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located since the code prohibits the separation and sale of the vacant lot, and the homeowners on the adjacent lot make no use of and receive no benefits from the adjacent vacant lot and their existing home

does not encroach into the adjacent vacant lot and no accessory structures are located on the vacant lot;

B. That the variation, if granted, will not alter the essential character of the locality since the vacant lot width and lot area exceed the minimum lot width and lot area for a buildable lot and any new single-family home on the vacant lot must meet all current zoning regulations;

C. That the particular physical surroundings of the specific property involved would bring practical difficulty or particular hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulation were to be carried out since the existing home has been designed and constructed independent of the vacant lot and therefore does not receive the potential benefits and value that could be derived from a larger home permitted on a larger combined lot;

D. That the conditions upon which the variation is based would not be applicable generally to other property within the same zoning district since the character of the locality, configuration of these two lots, and property ownership conditions are unique to this property;

E. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property since the applicants intend to reduce their property burdens and responsibilities and have no further interest in the vacant lot and have no desire to sell their adjacent property or move from the home;

F. That the practical difficulty or particular hardship has not been created by any persons presently having an interest in the property since these conditions have existed unaltered since the applicable code provisions were established in 1989;

G. That the variation will not be detrimental to the public comfort, morals, and welfare or injurious to other property or improvements in the neighborhood in which the property is located since the single family use of the vacant lot is permitted in the zoning district and any future structures will be constructed in accordance with all applicable zoning code regulations other than the variation granted;

H. That the variation will not substantially increase the hazard from fire or other dangers to said property and not otherwise impair the public health, safety, or general welfare of the inhabitants of the Village since any future structure on the vacant lot will be constructed in accordance with all applicable building code regulations;

I. That the variation will not diminish or impair property values within the neighborhood since any future structures on the vacant lot will be property improvements that will increase property values;

J. That the variation will not unduly increase traffic congestion in the public streets and highways since no change to the existing code compliant residential vehicle access and parking use is proposed on the property;

K. That the variation will not result in an increase in public expenditures or create a nuisance since the single-family use of the vacant lot is permitted in the residential zoning district;

L. That the variation is the minimum variation that will make possible the reasonable use of the land, building or structure; and

Whereas, the President and Board of Trustees, based on the aforementioned findings of fact, find it appropriate to grant the variation presented to the Zoning Board of Appeals.

Now, Therefore, be it Ordained by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in exercise of its home rule powers, as follows:

Section One: The draft Minutes of the May 13, 2014 and June 10, 2014 Glen Ellyn Zoning Board of Appeals meeting, Exhibit "A" appended hereto, are hereby accepted, and the findings of fact and conclusions set forth in the preambles above are hereby adopted as the findings of fact and conclusions of the corporate authorities of the Village of Glen Ellyn.

Section Two: Based upon the above findings of fact, the President and Board of Trustees hereby approve a variation from the Glen Ellyn Zoning Code to allow the sale and separation of Lot 4 from Lot 3 and to allow the construction of a single-family dwelling on Lot 4 at 795 Hill Avenue, Glen Ellyn, Illinois, which is legally described as follows:

Lots 3 and 4 except the South 3 feet thereof in R.S. Shepard's Subdivision. A Subdivision of the East 256 feet of Block 17 (except the South 30 feet thereof) in E.W. Zander and Company's Addition to Glen Ellyn, in Sections 11 and 14, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded December 29, 1925 as Document 205383, in DuPage County, Illinois.

P.I.N.: 0514206014 (Lot 3) and P.I.N.: 0514206015 (Lot 4)

Section Three: This grant of variation to allow the sale and separation of Lot 4 from Lot 3 and to allow the construction of a single-family dwelling on Lot 4 is conditioned as follows:

1. That the front yard setback of any future home on Lot 4 be no closer to the front lot line than the home on Lot 3 but not less than 30 feet or more than 50 feet.
2. That the rear yard setback of any future accessory structure on Lot 4 be no closer than 10 feet from the rear yard lot line.

3. That the existing nonconforming private driveway and street approach on vacant Lot 4 be removed and the affected private and public property restored within 24 months of the effective date of this Ordinance and the work completed under an approved building permit.

4. That the construction is completed in substantial conformance with the plans and the Application for Variation received by the Planning & Development Department and signed on April 14, 2014 and the testimony and exhibits provided at the May 13, 2014 and June 10, 2014 Zoning Board of Appeals public hearings.

Section Four: The Building and Zoning Official is hereby authorized and directed to issue building permits for the subject property, consistent with the variation granted herein, provided that all conditions set forth hereinabove have been met and that the proposed construction is in compliance with all other applicable laws and ordinances. This grant of variation shall expire and become null and void twenty-four (24) months from the date of passage of this Ordinance unless a building permit to begin construction in reliance on this variation is applied for within said twenty-four (24) month time period and construction is continuously and vigorously pursued provided, however, the Village Board, by motion, may extend the period during which permit application, construction, and completion shall take place.

Section Five: The Village Clerk is hereby authorized and directed to cause a copy of this Ordinance approving the variation to be recorded with the DuPage County Recorder of Deeds.

Section Six: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form.

Section Seven: Failure of the owner or other party in interest or a subsequent owner or other party in interest to comply with the terms of this Ordinance, after execution of said Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 10-10-18 "A" and "B" of the Village of Glen Ellyn Zoning Code.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this ____ day of _____, 2014.

Ayes:

Nays:

Absent:

Approved by the Village President of the Village of Glen Ellyn, Illinois, this ____ day of _____, 20____.

Village President of the
Village of Glen Ellyn, Illinois

Attest:

Village Clerk of the
Village of Glen Ellyn, Illinois

(Published in pamphlet form and posted on the ____ day of _____).

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ATTACHMENTS:

- Minutes - 795 Hill (PDF)
- Photos - 795 Hill (PDF)
- Location Map - 795 Hill (PDF)
- Site Plan - 795 Hill (PDF)
- Application - 795 Hill (PDF)

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ZONING BOARD OF APPEALS
MINUTES
JUNE 10, 2014

The meeting was called to order by Chairperson Rick Garrity at 7:03 p.m. ZBA Members James Bourke, Greg Constantino, Edward Kolar, Larry LaVanway and John Micheli were present. ZBA Member Chip Miller was excused. Also present were Trustee Liaison Pete Ladesic, Building and Zoning Official Joe Kvapil and Recording Secretary Barbara Utterback.

Chairperson Garrity explained the procedures of the Zoning Board of Appeals.

ZBA Member Kolar moved, seconded by ZBA Member Bourke, to approve the minutes of the May 27, 2014 Zoning Board of Appeals meeting. The motion carried unanimously by voice vote.

On the agenda was a continuation of a public hearing regarding the property at 795 Hill Avenue.

CONTINUATION OF A PUBLIC HEARING FROM MAY 13, 2014 – 795 HILL AVENUE

A REQUEST FOR APPROVAL OF TWO VARIATIONS FROM THE GLEN ELLYN ZONING CODE AS FOLLOWS: 1. SECTION 10-4-1(K)1 TO ALLOW CONSTRUCTION OF A SINGLE-FAMILY DWELLING ON LOT 4 AND THE SALE OR SEPARATION OF LOT 4 FROM LOT 3 ALTHOUGH THESE LOTS CAME UNDER THE COMMON OWNERSHIP OF RICHARD AND JENNIFER ROLINSKI ON JUNE 28, 2003 IN LIEU OF THE REQUIRED DATE OF JUNE 1, 1989. 2. SECTIONS 10-4-1(K)2 AND SECTION 10-4-1(J)4b TO ALLOW CONSTRUCTION OF A SINGLE-FAMILY DWELLING ON LOT 4 AND THE SALE OR SEPARATION OF LOT 4 FROM LOT 3 ALTHOUGH 33% OF THE IMPROVED LOTS ON THE BLOCK FRONTING ON HILL AVENUE ARE THE SAME OR LESS LOT WIDTH THAN LOT 4 IN LIEU OF THE MINIMUM REQUIRED 75%.

(Richard and Jennifer Rolinski, owners)

Chairperson Garrity stated that information was received from Village Attorney Greg Mathews who stated that the proposed agreement is not acceptable. Building and Zoning Official Joe Kvapil stated that he consulted with Attorney Mathews and Village Director of Planning and Development Staci Hulseberg regarding separating some of the requirements in one zoning section and the possibility of recommending in favor of some requirements and in opposition to other requirements. Mr. Kvapil stated that both Attorney Mathews and Ms. Hulseberg felt that all of the requirements under one section of the Zoning Code should be considered in their entirety and a recommendation should be made either to accept or deny all of the requirements of that code section at the same time. Mr. Kvapil also stated that Attorney Mathews advised that a denial by the Zoning Board of Appeals will be reviewed by the Village Board and that the Village Board could pass the variations with 4 of the 6 Trustees voting in favor of the requests.

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June 10, 2014

Staff Presentation

Mr. Kvapil displayed a diagram of the subject property and stated that the minutes of the May 13, 2014 ZBA meeting were also included in the ZBA Members' packets as well as supplemental information related to similar homes in the area provided by the petitioners.

Petitioners' Presentation

Richard and Jennifer Rolinski, the petitioners, of 795 Hill Avenue, Glen Ellyn, IL were present to provide additional information regarding their variation requests. Mr. Rolinski presented and described photos and information regarding three homes in Glen Ellyn that are similar to their situation where the lots were nonconforming corner lots. He added that these homes were constructed in the last year or two (739 Hillside, 488 Carleton and 621 Duane Street). He also stated that something similar to these homes can be done at their home that will represent the neighborhood. Mr. Rolinski also indicated that there are two curb cuts at their home. He also stated that one of the lots is narrower than their proposed lot.

Questions from the Zoning Board of Appeals

Mr. Kvapil responded to ZBA Member LaVanway that the petitioners responded to one question from the ZBA instead of presenting an alternative recommendation. Mr. Kvapil also responded to ZBA Member Kolar that the diagram presented indicates that if the requested variations were granted, a home could be constructed within the buildable area of the property and he indicated the footprint of the maximum size home that could be built on the property. ZBA Member Micheli stated that the supplemental information states that the separation, sale and construction of the single-family dwelling lot should be considered collectively for a single recommendation by the ZBA since the conditions for the separation, sale and construction are all interrelated in the applicable code section. ZBA Member Micheli asked if the ZBA could forward these variation requests to the Village Board to make a recommendation with the suggestion that the Village Board approve one request and deny the other as a similar situation exists a few blocks from the subject property. Chairperson Garrity commented that the Village Board requests a definitive recommendation from the ZBA. Mr. Kvapil responded that the ZBA could make a recommendation to the Village Board as they see fit, however, he stated that he does not see a correlation to another property and that the recommendation should be based upon the subject situation and conditions only. He added that the ZBA can recommend approval of the variations as originally proposed which is granting a recommendation to approve the sale and separation but not the construction regardless of the recommendation of the Village Attorney and Director of Planning and Development. He also stated that the Zoning Code allows a partial recommendation to be forwarded. Mr. Kvapil responded to ZBA Member Micheli that there was no indication from the Village Attorney that there was anything illegal regarding making a recommendation about a portion of a Zoning Code section in lieu of an entire section. ZBA Member Bourke stated he would approve the requests with a

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June 10, 2014

condition on the front yard setback and Mr. Kvapil responded to his question that there is 20 feet between the start of the maximum house area and the buildable lot area. ZBA Member Bourke asked if a condition could be placed on the requests to allow the petitioners to go 7-8 feet into the area and then the requests would be approved. Mr. Kvapil added that because of the 46.23 foot setback of the existing home, the ZBA could state that any new house on that lot could not be any closer than 46.23 feet to the front property line. Mr. Kvapil responded to ZBA Member LaVanway that bonuses do exist for detached garages and that the setback for a detached garage from the corner side yard lot line would be 18 feet and the setback from the rear property line would be 3 feet. Mr. Kvapil verified for ZBA Member Kolar that if the proposed variations were granted, two nonconforming lots would be created from a currently conforming lot. He added that the lots are two existing nonconforming lots and that the property is not being re-subdivided. He also added that the code states that because the lots are adjacent to each other, nonconforming and owned by the same person, the lots are considered to be one combined zoning lot. Mr. Kvapil responded to Chairperson Garrity that the subject lot could have been sold, separated and built upon in 1989 without a variation if one person owned both lots. Mr. Kvapil responded to ZBA Member Micheli that the code was more generous in 1989 as the lot coverage ratio was 25% in lieu of the current 20%.

ZBA Member Constantino asked for reasons other than economic (eliminating taxes) for the petitioners' request to sell their lot. Ms. Rolinski responded that there is a unique association to the land and the subject property and a hardship created by the zoning regulations. She stated that they are not solely seeking economic gain and that the property on Lot 4 incurs its own expenses separate from their lot. She added that Lots 3 and Lot 4 have separate P.I.N.'s and are taxed separately, there is no homeowner's exemption on Lot 4, and the taxes on the second lot stand alone. Ms. Rolinski added that in addition to being a financial hardship, it is also a hardship to maintain Lot 4 as lawn mowing, leaf disposal, yard waste disposal, watering, and snow removal/salting are necessary. Mr. Rolinski added that because of nearby Ben Franklin School, they must keep their sidewalk clear during the winter months. Ms. Rolinski also added that the additional driveway must be sealcoated and additional homeowner's insurance is required. Ms. Rolinski stated that they are not looking to solely make money on the subject property which would be an economic gain—they would like the property to be of use other than just a yard. Ms. Rolinski also stated they have personal health issues in their family that are financial hardships and that being required to keep the property is an unreasonable burden on their family. She also added that perhaps a park could be located at that site, however, a park could also affect a reasonable return on their property as some people may not want to live next to a park. Ms. Rolinski also stated that they would like the property to be used to its highest and best use and felt that economic gain for them is being looked upon as a bad thing when it is not so for builders and others involved in real estate sales. Ms. Rolinski stated that what is motivating them to pursue the buildability of the lot is their personal financial situation and that they can no longer use the lot as they did 10 years ago when they first purchased their property. She stated that when they purchased the property, they were aware that a variation would be required if they decided to build on the lot

Zoning Board of Appeals

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June 10, 2014

and the fact that they would not be approved if they did not do their due diligence and consider that prior to purchasing the lot seems to her at odds with the purpose of the Zoning Board of Appeals. Mr. Rolinski added that a man who lives behind them should know they could build a structure on Lot 4 of their property. He also stated that he does not think that the three homes that he presented information about ever appeared before the ZBA. Mr. Kvapil stated that the home at 621 Duane Street appeared before the ZBA in the past.

ZBA Member Kolar asked the petitioners if they would be willing to donate Lot 4 to the nearby school or the Park District, and Mr. Rolinski responded not at this time. Ms. Rolinski asked if the owners of the lot could build a home there now if they owned the property in 1989, and Mr. Kvapil replied no because it does not meet the requirement for the number of improved lots of the same lot width on the block. She also felt that another home with a detached garage across the street would be similar to a home built on their subject lot. Mr. Kvapil agreed with Mr. Rolinski that the 55-foot wide lots in the subject area are nonconforming.

ZBA Member LaVanway asked if, without conditions, the entire home could be shifted northward and largely block the petitioners' view to the east as they are looking out the front door to the north and they could be hemmed in by a large side of a home and there also could be a detached garage on the southern border which would do the same thing for the neighbor facing east on Bryant to the north quadrant of their property. He added that that footprint, without conditions, would satisfy the 20% lot coverage of the detached garage, and Mr. Kvapil agreed. He added that both the westerly and southerly neighbors could be hemmed in with the home and detached garage. Mr. Kvapil agreed that the footprint could be shifted to the farthest north building line and the garage could still be constructed all the way to the south 3 feet from the southern property line. ZBA Member Constantino asked if it is a requirement that a new home on Lot 4 could not be any closer to Hill Avenue than the average homes on Hill Avenue. Chairperson Garrity stated there was an exception, and Mr. Kvapil added that the Zoning Code permits the first house constructed on a vacant lot to be built within the permitted building area regardless of the positions of the houses on either side.

Mr. Kvapil made a correction which was that the petitioners mentioned building another detached garage on the adjacent lot which could not be done as two of the same accessory structures cannot be constructed on one zoning lot (Lots 3 and 4). He stated that the petitioners could, however, build an accessory structure equivalent to a detached garage. Mr. Kvapil added that there is an existing difficulty with the subject property because of the configuration of the home, driveway and garage on combined Lots 3 and 4 which are not in the most effective location they could be on the lot and that the house does not take advantage of the combined lot for lot coverage area. He also stated that if a new home were to be constructed on the combined Lots 3 and 4, it would not be in the same configuration, size, shape and position as the existing home; therefore, the existing conditions on Lots 3 and 4 as a combined lot could be considered a practical difficulty because they are not designed and

Zoning Board of Appeals

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positioned in the most effective, well-positioned manner or location for a single-family home.

ZBA Member Kolar asked if the lots are split, would any additional work done on the other lot with the existing home require a variation, and Mr. Kvapil responded no. Mr. Kvapil added that Lot 3 has a home on it and the lot and home are existing nonconforming. He stated that if a proposed addition to Lot 3 was within the setback requirements, lot coverage ratio requirements and height requirements, the home could be expanded.

Comments from the Zoning Board of Appeals

ZBA Member Constantino stated he did not see a hardship regarding the variation requests as they were based on economics until Mr. Kvapil pointed out that the configuration of the home, the driveway and detached garage are not in the best location possible and were not created by the current homeowners. ZBA Member Constantino stated he was in favor of recommending approval of the variation requests with the condition that the front setback be at least as much as the existing home on Lot 3. ZBA Member LaVanway agreed with ZBA Member Constantino's opinion and added that he did not have an issue with 33% of the improved lots on the block fronting on Hill Avenue in lieu of the minimum required 75% as the character of the neighborhood would not be disturbed. He stated, however, that he struggled with separating the lots due to blocking light, sight lines and enjoyment of the land on the neighboring properties and would request conditions of approval. ZBA Member Kolar felt that the request was economically based and the request creates two undersized lots. He also added that Lot 4 was being taxed as vacant land. He added that he wasn't sure that the properties mentioned as examples at this meeting by the petitioner would have been considered undersized lots from a square footage standpoint. ZBA Member Micheli stated that he agreed with ZBA Member Kolar regarding the properties mentioned in the handout. He also stated that he does not see a basis for hardship under the rules as he understands them and sees the requests as purely economic which is not a valid reason for granting a variance. He did, however, see more than ample reason to allow the lots to be separated. He also stated he found it difficult to blindly grant the variance for construction and, given the difficulty with this lot, it would have been nice to see what would be proposed on the lot. ZBA Member Bourke stated that the subject requests can be passed with conditions by the ZBA at this meeting and the ZBA will see the project if variations are requested by a new owner. He was in favor of recommending approval of the requests with the condition regarding the front of the lot.

Mr. Kvapil stated that there could be a condition that increases the setback for any detached garage that might be constructed near the south property line. He also responded to Chairperson Garrity that the house could be constructed as shown with a 500-square foot detached garage in the rear yard.

ZBA Member Constantino suggested recommending a variation that would provide for a minimum of a 45-foot front yard setback, a minimum 10-foot rear yard setback and a 10-foot

Zoning Board of Appeals

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June 10, 2014

setback on the south lot line. He added that future owners could apply for a variation(s) if necessary.

Motion

ZBA Member Bourke moved, seconded by ZBA Member Constantino, to recommend approval of Section 10-4-1(K) of the Zoning Code to allow construction of a single-family dwelling on Lot 4 and the sale or separation of Lot 4 from Lot 3 although these lots came under common ownership of Richard and Jennifer Rolinski on June 28, 2003 in lieu of the required date of June 1, 1989 and to recommend approval of Sections 10-4-1(K)2 and Section 10-4-1(J)4b to allow the construction of a single family dwelling on Lot 4 and the sale or separation of Lot 4 from Lot 3 although 33% of the improved lots on the block fronting on Hill Avenue are the same or less lot width than Lot 4 in lieu of the minimum required 75% with the conditions that: 1. The front yard setback shall be no closer to the house than the Lot 3 house. 2. In the rear, the setback shall be no closer than 10 feet to the property line. He added that the unique circumstances regarding this project are the position of the house on Lot 3 in relation to the total property and the ongoing maintenance required of a lot near a school. He added that the proposed variations will enhance the neighborhood in all directions around the property.

The motion carried with five (5) yes votes and one (1) no vote as follows: ZBA Members Bourke, Constantino, LaVanway, Micheli and Chairman Garrity voted yes; ZBA Member Kolar voted no.

Trustee Report

Trustee Liaison Ladesic reported on energy issues related to the Village.

Staff Report

Mr. Kvapil stated that the next ZBA meeting will be cancelled.

The meeting was adjourned at 8:32 p.m.

Submitted by:

Barbara Utterback
Recording Secretary

Joe Kvapil
Building and Zoning Official

ZONING BOARD OF APPEALS
MINUTES
MAY 13, 2014

The meeting was called to order by Chairperson Rick Garrity at 7:05 p.m. ZBA Members James Bourke, Greg Constantino, Edward Kolar, Larry LaVanway, John Micheli and Chip Miller were present. Also present were Trustee Liaison Pete Ladesic, Building and Zoning Official Joe Kvapil and Recording Secretary Barbara Utterback. Chairperson Garrity stated that student ZBA Member Meg Maloney has resigned from the ZBA as she will be attending college in the fall. Although ZBA Member Maloney was not present, Chairman Garrity thanked her for her service. He also congratulated her on receiving the prestigious Livingston Award at her high school.

Chairperson Garrity explained the procedures of the Zoning Board of Appeals.

ZBA Member Kolar moved, seconded by ZBA Member Miller, to approve the minutes of the April 8, 2014 Zoning Board of Appeals meeting. The motion carried unanimously by voice vote.

On the agenda was a public hearing regarding the property at 795 Hill Avenue.

PUBLIC HEARING – 795 HILL AVENUE

A REQUEST FOR APPROVAL OF TWO VARIATIONS FROM THE GLEN ELLYN ZONING CODE AS FOLLOWS: 1. SECTION 10-4-1(K)1 TO ALLOW CONSTRUCTION OF A SINGLE-FAMILY DWELLING ON LOT 4 AND THE SALE OR SEPARATION OF LOT 4 FROM LOT 3 ALTHOUGH THESE LOTS CAME UNDER THE COMMON OWNERSHIP OF RICHARD AND JENNIFER ROLINSKI ON JUNE 28, 2003 IN LIEU OF THE REQUIRED DATE OF JUNE 1, 1989. 2. SECTIONS 10-4-1(K)2 AND SECTION 10-4-1(J)4b TO ALLOW CONSTRUCTION OF A SINGLE-FAMILY DWELLING ON LOT 4 AND THE SALE OR SEPARATION OF LOT 4 FROM LOT 3 ALTHOUGH 33% OF THE IMPROVED LOTS ON THE BLOCK FRONTING ON HILL AVENUE ARE THE SAME OR LESS LOT WIDTH THAN LOT 4 IN LIEU OF THE MINIMUM REQUIRED 75%.

(Richard and Jennifer Rolinski, owners)

Staff Presentation

Joe Kvapil, Building and Zoning Official, stated that Richard and Jennifer Rolinski, the petitioners and owners of the property at 795 Hill Avenue, are requesting two variations from the Zoning Code as follows: 1. Section 10-4-1(K)1 to allow construction of a single-family dwelling on Lot 4 and the sale or separation of Lot 4 from Lot 3 although the lots came under the common ownership of Richard and Jennifer Rolinski on June 28, 2003 in lieu of the required date of June 1, 1989. 2. Sections 10-4-1(K)2 and Section 10-4-1(J)4b to allow construction of a single-family dwelling on Lot 4 and the sale or separation of Lot 4 from Lot 3 although 33% of the improved lots on the block fronting on Hill Avenue are the same or less lot width than Lot 4 in lieu of the minimum required 75%. Mr. Kvapil displayed a map and stated that the subject property is two lots on the corner of Bryant Avenue and Hill Avenue. He stated that the petitioners would like

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to separate Lot 4 from Lot 3 and sell Lot 4 for the purpose of constructing a new single-family home on that lot and that the two lots came under common ownership of the petitioners on June 28, 2003. Mr. Kvapil stated that the subject property is located in the R2 Zoning District and is defined as a corner lot on the southwest corner of the intersection of Hill Avenue and Bryant Avenue. He added that the zoning and land use surrounding the property is R2 Single Family Residential. He also stated that there have been a number of alterations and remodelings of the subject property since the year 2000, however, no zoning variations have been approved for this property. Mr. Kvapil stated that neither lot conforms to the code as the width of Lot 3 which is an interior lot is not the minimum 66 feet wide and Lot 4 which is the corner lot is not the minimum corner lot width of 80 feet. He added that prior to 1989, the Zoning Code stated that any lot that was a minimum of 50 feet wide and 6,534 square feet (corner or interior lot) was buildable. He added that both of the subject lots meet this requirement. Mr. Kvapil stated that in 1989 the code was revised to add more restrictive limitations on building on two nonconforming adjacent lots under common ownership. Mr. Kvapil stated that the code changed in 1989, one could still divide one's property into two separate lots and build on them provided that 15 different criteria in Zoning Code Section 10-4-1(K) were met. He stated that two variations are being required regarding the subject property because the petitioners meet only 13 of those 15 requirements. The first requirement that was not met is that the petitioners did not own the property on June 1, 1989. The second requirement was that lots with narrow widths could be separated, divided and built upon, however, 75% of the lots on the block had to be the same or less lot width. He added that this requirement is not met because only 33% of lots with improved homes are less than 55 feet wide. He added that Lot 4 fronts on Hill Avenue so the code applies to homes on Hill Avenue between Taylor Avenue and Bryant Avenue. He also stated there are, however, many homes in the area on Bryant Avenue that are less than 55 feet wide.

Mr. Kvapil stated that the subject property is not in a designated flood area or a local depressional area. He also stated that topographical maps indicate the property has a moderate slope to the east and accepts run-off from adjacent properties, flows across to the east and discharges onto Bryant Avenue for the most part. He added there should be no impact on any neighboring homes if Lot 4 is developed as there are no stormwater issues there. Mr. Kvapil also stated that the subject property is not located in an historic district nor has any historic designation.

Mr. Kvapil stated because Lot 4 is long and narrow, the buildable area is long and narrow. He stated that because the lot has never been built on, the setbacks are allowed to be the original setbacks without regard to homes built on either side and can, therefore, be as close to Hill Avenue as 30 feet. He also stated that the rear yard setback is 40 feet, the corner side yard setback is 17 feet and the side yard setback line is 6-1/2 feet. He added that the maximum lot coverage area includes most of the buildable area on the lot and that the lot is approximately 8,000 square feet. He added that a 2-story home with a 1,600 square foot footprint could be built on the lot.

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Questions to Staff from the Zoning Board of Appeals

Mr. Kvapil responded to ZBA Member Kolar that the 55-foot lot width as stated is a rough approximation as plans have not been received. Mr. Kvapil also responded to Chairperson Garrity that changes to Lot 3 would include removing part of the driveway to lessen impervious surface. Mr. Kvapil responded to ZBA Member Constantino that one person came to the Village offices to express concern regarding the placement of a structure in the rear yard of Lot 4 that would obstruct their view, light and air. Mr. Kvapil indicated for Chairperson Garrity where a detached garage could be built in the rear yard of Lot 4. Mr. Kvapil responded to ZBA Member Bourke that there is no definition of neighborhood in the Zoning Code and that the notification diagram includes properties within 350 feet of the subject property. ZBA Member Bourke asked how far the permissible building in Lot 4 goes in front of Lot 3, and Mr. Kvapil responded approximately 17 feet. Mr. Kvapil also responded to ZBA Member Bourke that the corner side yard setback on Bryant Avenue for the buildable area for the house is 17 feet. ZBA Member Bourke said it was stated that a garage can be built at 18 feet and Mr. Kvapil agreed. Mr. Kvapil responded to ZBA Member Kolar that the subject lots are not grandfathered as they do not meet two conditions of the code. ZBA Member Kolar asked what the code currently requires for the minimum square footage of a buildable lot, and Mr. Kvapil replied 8,712 square feet. Mr. Kvapil agreed with ZBA Member Kolar that two non-buildable lots will be created. Mr. Kvapil responded to ZBA Member Kolar that the future owner of Lot 4 could return to the ZBA with requests for variations. Mr. Kvapil responded to ZBA Member Micheli that this is the first time he has received this type of variation request. ZBA Member Micheli also stated that if the two lots were split, the lots together would still be 41 feet short of two normal lots given the 55 feet across of buildable area which he felt was a large number. ZBA Member Micheli also asked if the lot would be more functional if it was subdivided east/west instead of north/south using the 167-foot long dimension to pull out to 65 which would have a 110-foot depth on one side and a 100-foot depth on the other side. Mr. Kvapil replied that another criteria is that the subject lots had to be recorded prior to 1974 and both of these lots met that criteria. He added that at one time, they were intended to be buildable lots in the Zoning Code until 1989 and then, if they were under common ownership and one of the lots was vacant, they were considered to be one lot because they are both nonconforming except if you are the original owner and the 15 criteria can be met, you can subdivide the lot and build on the vacant lot. ZBA Member Micheli stated that since the ZBA is considering creating two lots, it might be in the best interest of the Village and all parties involved if the two most functional lots as possible were created. He asked if 167-foot length east/west lots would create more functional lots. Mr. Kvapil responded that a re-subdivision review would be required and that lots cannot be re-subdivided if they do not meet all of the current zoning requirements for lot depth, lot width and lot area. Mr. Kvapil responded to ZBA Member Micheli that a variation would be required if they did not meet all of these zoning requirements. Mr. Kvapil also stated that all of the structures on the lot would need to be brought into compliance and that the entire home would be noncompliant. He added that it would require a much more substantial variation to resubdivide these two lots in the east/west direction than it would be for the requested

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variation. ZBA Member Miller asked what lot sizes are now in Glen Ellyn as compared to what the subject lot sizes were when originally laid out, and Mr. Kvapil responded that new lot sizes are now much larger. Mr. Kvapil responded to ZBA Member that Ordinance 19479 related to an increase in the water service size to the dwelling on Lot 3. Mr. Kvapil responded to ZBA Member LaVanway that a home built on Lot 4 could extend up to the minimum 30-foot front yard setback from Hill Avenue because it is the first structure on this lot regardless of what the homes are on either side.

Petitioners' Presentation

Richard and Jennifer Rolinski, the petitioners and owners of 795 Hill Avenue, were present. Mr. Rolinski stated that their home on Lot 3 was built in 1927 and the intent was to also build on Lot 4. He stated that in 1989, the Village rules changed and Lot 3 became different than other lots. He stated that they feel they are adversely selected because of the Zoning Code as houses are being built on empty lots that had existing properties on them. He stated that a home was recently built at 488 Carleton Avenue which is a corner lot with the same severe setbacks as the subject lot. He added that the Carleton Avenue lot was actually 10 feet less than the width of Lot 4 with a detached rear garage. Mr. Rolinski stated they would like to sell the lot now as the tax bill for that property is \$3,400.

Mr. and Ms. Rolinski showed a photo of their home and stated that the porch was removed when their home was re-sided approximately five years ago. He stated that their property has two curb cuts—one on Bryant Avenue and one on Hill Avenue—and that one curb cut services Lot 3 and one curb cut services Lot 4. He added that the curb cuts are existing currently. He also stated that there are buffalo boxes for Lot 3 and Lot 4 and displayed photos of their locations. Mr. Rolinski added that their home is a Montgomery Ward house that was built in 1927. He felt that a home commensurate to their home on Lot 3 could be built on Lot 4 and provide tax revenue to the Village and bring another family into the Village. Ms. Rolinski stated that they have a hardship as Lot 4 was not built on previously.

Correction

Mr. Kvapil stated that Trustee Ladesic pointed out a correction to be made. Mr. Kvapil stated that there is another exception for corner lots that are nonconforming. He stated that a corner side yard setback is 30 feet except on a parcel with a nonconforming lot width, the minimum corner side yard setback is 30% of the lot width. He added that 30% of 55 is 16-1/2 feet. He added it now looks more feasible within that area to construct a home with atypical proportions. Mr. Rolinski stated that the setback could be kept to the frontage of Hill Avenue, and ZBA Member Bourke added that also would give the architect more flexibility.

Zoning Board of Appeals

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Additional Questions from the Zoning Board of Appeals

ZBA Member Constantino asked the petitioners if they checked with the Village when they purchased their home regarding whether or not the vacant lot would be buildable at that time, and Mr. Rolinski stated that their realtor felt the lot could be buildable but would have severe setbacks. He stated that they now have an excessive tax bill for the additional property and a burden to cut the lawn and do not have a need for the lot. Mr. Rolinski responded to ZBA Member Constantino that they are not currently under contract to sell the lot or under negotiations to sell the lot. Mr. Rolinski also stated that they have two P.I.N. numbers and two tax I.D. numbers regarding the lots; therefore, they cannot sell the lot free and clear. ZBA Member Kolar stated that the code changes were made in 1989 and the petitioners purchased their home in 2003—14 years after the code change. He added that whatever occurred in 1925 no longer is valid, however, Mr. Rolinski felt it is valid as a home could be built on the site that would support the tax base and community. ZBA Member Miller stated that the new owners of the subject lot could build a new home that is 17 feet in front of the petitioners' home, and Mr. Kvapil responded that a condition could be placed on approval that any new house could not be closer to Hill Avenue than the existing home. ZBA Member Kvapil stated that the buildable area then shrinks by 17 feet. ZBA Member Miller stated that one does not build small houses in Glen Ellyn and whomever purchases the lot will probably appear before the ZBA to ask for variations. Ms. Rolinski stated that it did not seem right that a house that was not monstrous could not be built in Glen Ellyn and she added that there is only one original house on their block. Chairman Garrity asked if a house that is the size of the house on Lot 3 could be built on Lot 4, and Mr. Kvapil replied yes and added that the buildable area is adequate to have the full 20% lot coverage ratio. Mr. Kvapil responded to ZBA Member Kolar that a new house would most likely face onto Bryant Avenue. ZBA Member Micheli asked if the petitioners had spoken to the Park District about purchasing the lot, and Mr. Rolinski stated that might be a fine addition to the community. Mr. Kvapil responded to ZBA Member Micheli that the maximum permitted lot coverage area of 1,600 square feet can be configured in the buildable area of the lot relatively easily. Mr. Kvapil responded to ZBA Member Miller that the petitioners' two lots are considered to be one zoning lot.

Persons in Favor of or in Opposition to the Variation Requests

Wes Lujan, 386 Bryant Avenue, Glen Ellyn, Illinois expressed support to Mr. and Ms. Rolinski and stated he has seen some nice structures on small lots. Mr. Lujan stated he would be dismayed to see someone demolish the existing home and build a larger home in its place. He added that having a home built for another family to live in would be welcome in the neighborhood.

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Comments from the Zoning Board of Appeals

ZBA Member Constantino stated that there is a hardship, however, did not know if the hardship was attributable to the land. He stated that the petitioners missed the code change by 14 years and if they had investigated the issue in 2003, they would have realized it was not an automatic opportunity to build on Lot 4. He stated that one of the concerns is that the property does not yield a reasonable return, however, a variation should not be granted solely to make money. He stated he was conflicted as the request is economically driven but was not in favor of the variation. Mr. LaVanway stated he was conflicted as this case is unusual but was more in favor than against the variation request. He stated this home would be consistent with the neighborhood if it faced Bryant Avenue. He also stated that the original intent was to have two lots at the subject location because of the two buffalo boxes and two driveways. He stated that someone spoke at the meeting in favor of the request and was not aware of anyone against the request. He stated that are just a few conflicts, one of which weighs heavily and is that they did not do their due diligence ahead of time regarding the second lot. ZBA Member Bourke stated the petitioners are 87% on board with the 15 requirements and a house on that property would be in character with the neighborhood. He felt that the economic argument is a strong one on the con side but the hardship is that he is paying \$3,400 per year for a piece of property that he cannot sell in its existing condition and his family condition has changed. He added that a man should be able to sell his property. He stated he was in favor of the variation requests. ZBA Member Kolar stated that the property can be sold as one lot. He stated that economic issues are not the purview of the ZBA per the code. He stated that both curb cuts are being used by Lot 3 because the garage opens to the north and the driveway opens to Bryant Avenue. ZBA Member Miller stated there are a lot of pros but he is also torn regarding some cons. He felt that the covenants should have been looked at when the home was purchased. He also stated he was concerned regarding a home looking out of character on the lot because of the long shape of the lot. He also was conflicted regarding his vote. ZBA Member Micheli was in favor of voting to approve Section 10-4-1(J)4b to allow separation of the lot and deny the buildability of that separated lot. ZBA Member Kolar stated that the Village Attorney could advise the Village Board regarding this situation.

Mr. and Ms. Rolinski stated they would like additional time to review the presented option. ZBA Member Bourke moved, seconded by ZBA Member LaVanway, to table the motion and give the petitioners time to discuss the motion and to get an opinion from the Village Attorney regarding whether or not this plan is legal. The motion carried unanimously by voice vote.

Trustee Report

Trustee Ladesic stated that the budget was recently approved.

Zoning Board of Appeals

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May 13, 2014

Staff Report

Mr. Kvapil stated that two items will be heard at the next ZBA meeting

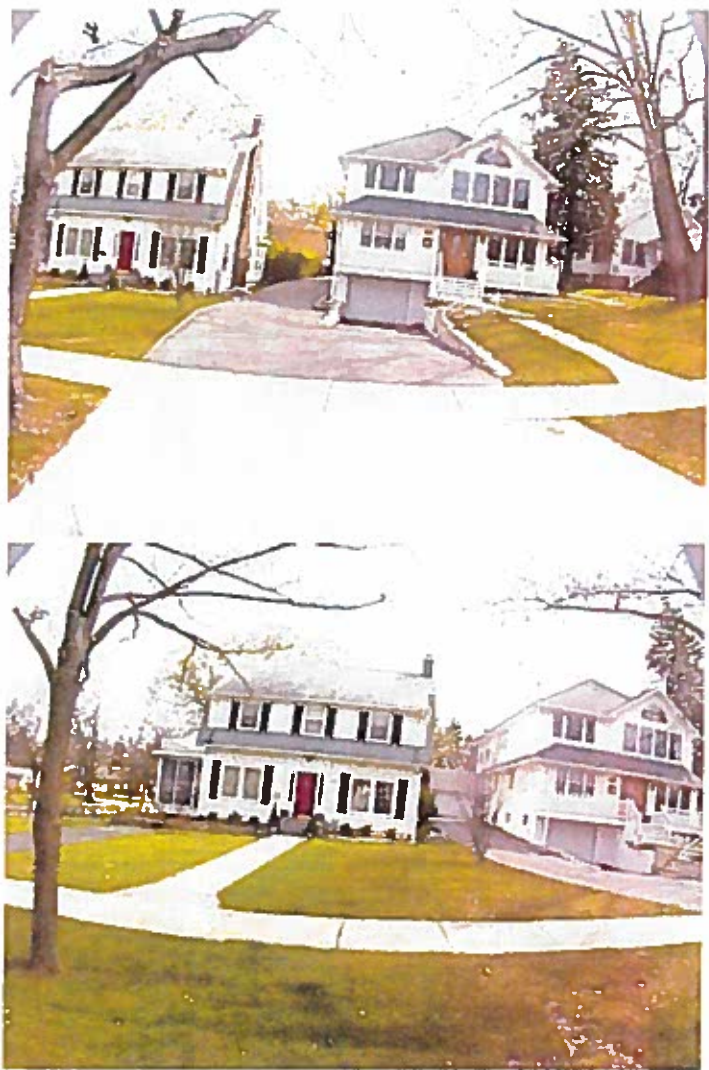
The meeting was adjourned at 9:06 p.m.

Submitted by:

Barbara Utterback
Recording Secretary

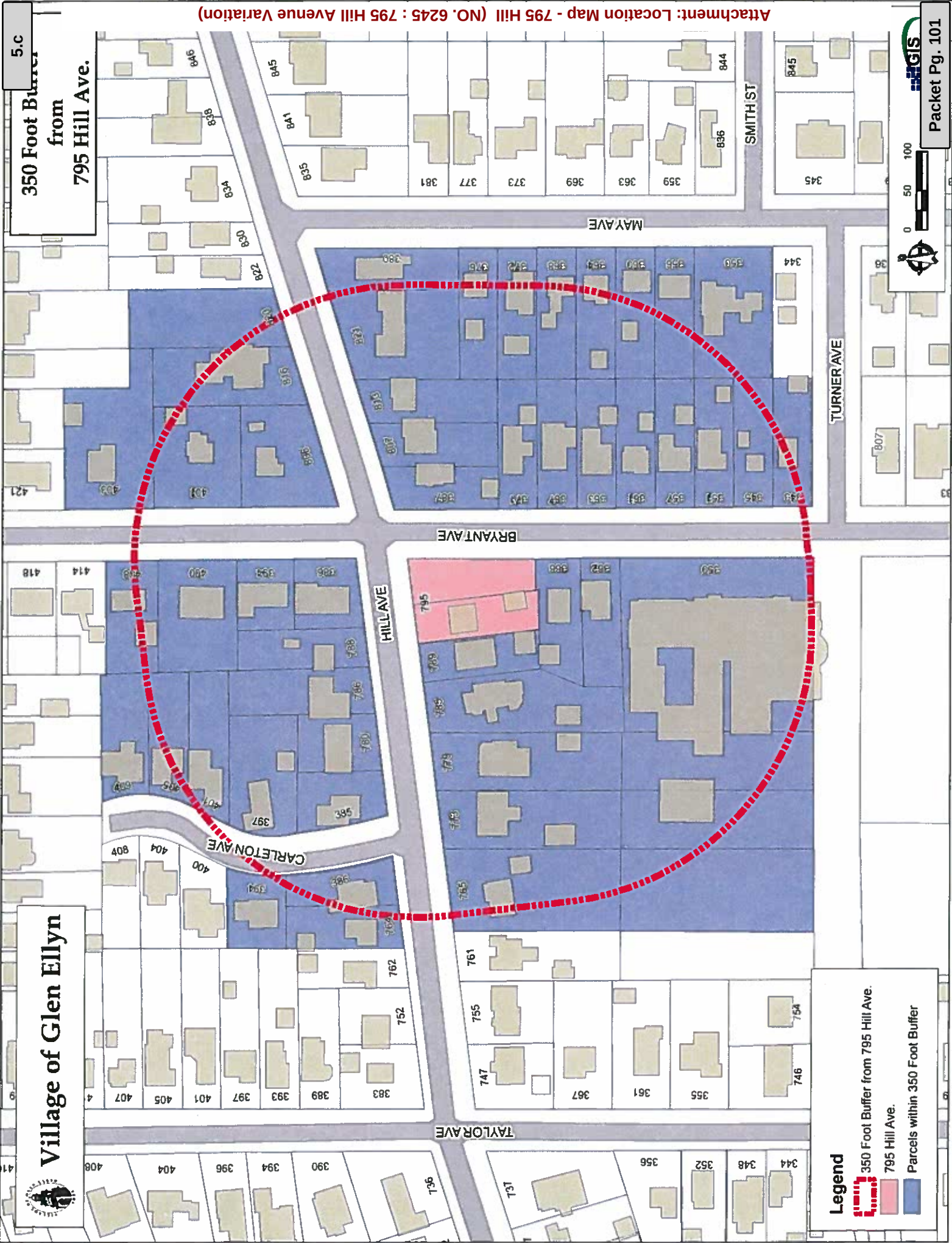
Joe Kvapil
Building and Zoning Official

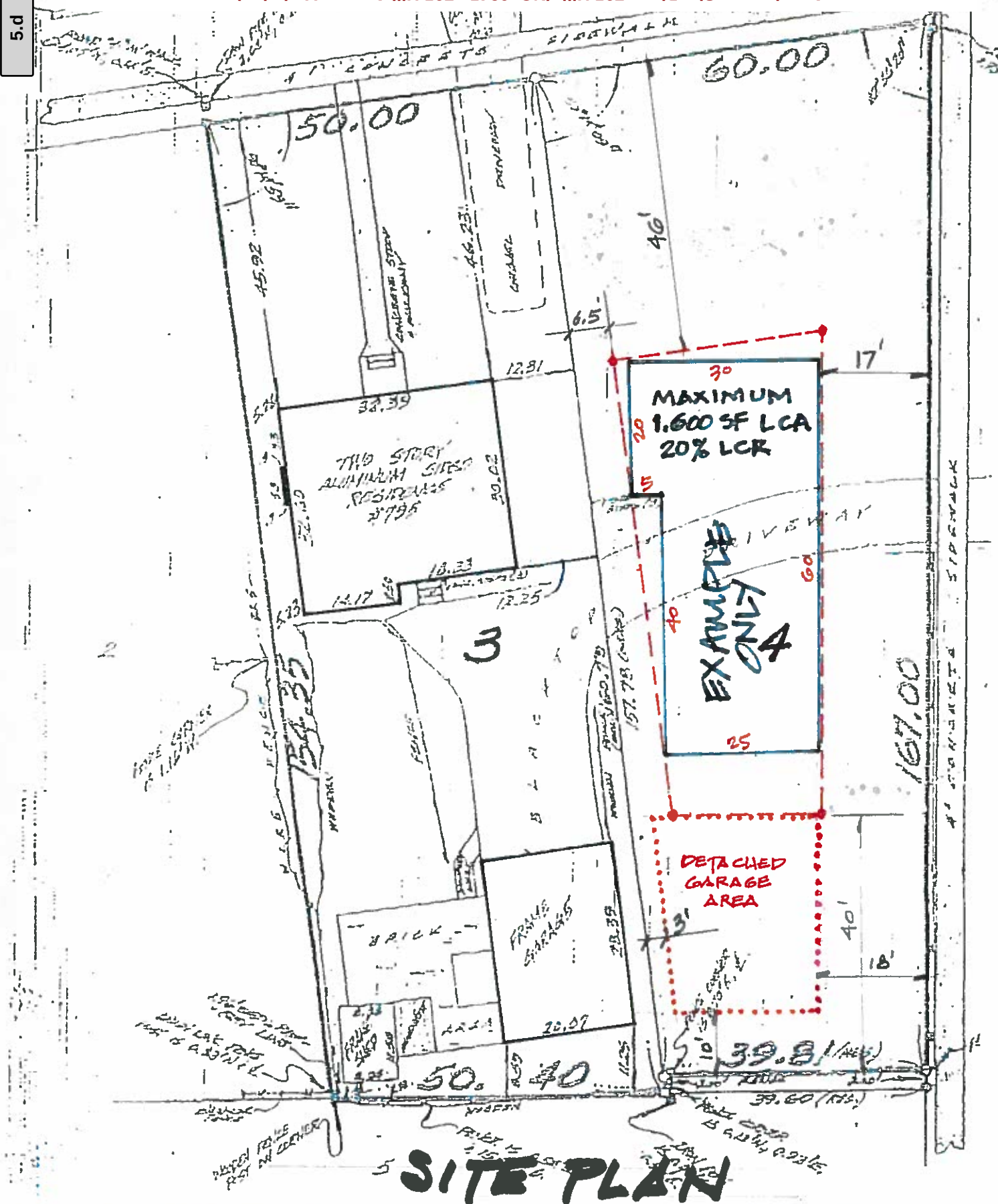
795 HILL AVENUE



795 HILL AVENUE







ERID BY: JAMES L. ADAMS

ORDER NO. 870542

APPROX SCALE 1" = 20'

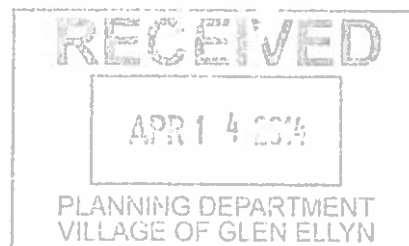
8,041 SF ±

STATE OF ILLINOIS

795 HILL AVENUE

STATE OF ILLINOIS
COUNTY

VILLAGE OF GLEN ELLYN
535 Duane Street
Glen Ellyn, Illinois 60137
(630) 547-5250



APPLICATION FOR VARIATION

For the property at 795 Hill Ave. Glen Ellyn, IL 60137

Note to the Applicant: This application should be filed with, and any questions regarding it, should be directed to the Director of the Village Planning and Development Department.

The undersigned hereby petitions the Village of Glen Ellyn, Illinois, for one or more variations from the Glen Ellyn Zoning Code (Ordinance No. 3617-Z, as amended), as described in this application.

I. APPLICANT INFORMATION:

(Note: The applicant must comply with Section 10-10-10(B) of the Zoning Code).

Name: Richard and Jennifer Rolinski
Address: 795 Hill Ave. Glen Ellyn IL 60137
Phone No.: 630-881-3787
Fax No.: N/A
E-mail: rickrol@sbcglobal.net
Ownership Interest in the Property in Question: Joint

II. INFORMATION REQUIRED BY SECTION 10-10-10(B) OF THE ZONING CODE, IF APPLICABLE:

NOTE: All parties, whether petitioner, agent, attorney, representative and or organization et al. must be fully disclosed by true name and address in compliance with Section 10-10-10(B) of the Zoning Code. Disclosure forms are attached for your convenience.

Name and address of the legal owner of the property (if other than the applicant):

N/A

Name and address of the person or entity for whom the applicant is acting (if the applicant is acting in a representative capacity):

N/A

Is the property in question subject to a contract or other arrangement for sale with the fee owner? (Circle "Yes" or "No")

YES

NO

If YES, the contract purchaser must provide a copy of the contract to the Village and must either be a co-petitioner to this application or submit the attached Affidavit of Authorization with the application packet.

Is the property in question the subject of a land trust agreement? (Circle "Yes" or "No")

YES

NO

If YES, (1) either the trustee must be a co-petitioner or submit the attached Affidavit of Authorization from the trustee to represent the holders of the beneficial interests in the trust and (2) the applicant must provide a trust disclosure in compliance with "An Act to Require Disclosure of All Beneficial Interests", Chapter 148, Section 71 et seq., Illinois Revised Statutes, signed by the trustee.

III. PROPERTY INFORMATION:Common address: 795 Hill Ave Glen Ellyn ILPermanent tax index number: 05-14-206-014 AND 05-14-206-015Legal description: Lots 3+4 (except the South 3 feet thereof) in R.S. Shepards Subdivision, A subdivision of the east 25th of Block 17 (except the South 30 feet thereof) in E.L. Tander and Third Principal Meridian, according to the plat thereof recorded Dec 29 1925 as doc 205383 in DuPage Co.Zoning classification: ResidentialLot size: 60 ft. x 167 ft. Area: 10,000 sq. ft.Present use: Unimproved LotIV. INFORMATION REGARDING THE VARIATION(S) REQUESTED:

Description of the variation(s) requested (including identification of the Zoning Code provisions from which variation is sought) and proposed use(s):

Variation to allow lot to be classified as a buildable lot to build a single family home.Request Variation to two zoning code sections: 10-4-1(K)1 10-4-1(K)2/15)4bEstimated date to begin construction: To be determined

Names and addresses of any experts (e.g., planner, architect, engineer, attorney, etc.):

N/AV. EVIDENCE RELATING TO ZONING CODE STANDARDS FOR A VARIATION:

The following items are intended to elicit information to support conclusions by the ZBA or PC and the Village Board that the required findings/standards for a variation under the Zoning Code have been established and met. Therefore, please complete these items carefully.

A. Standards Applicable to All Variations Requested:

1. Provide evidence that due to the characteristics of the property in question, there are practical difficulties or particular hardship for the applicant/owner in carrying out the strict letter of the Zoning Code:

The lot is a corner lot and when Zoning Code is applied, it interferes with the buildable area of the lot.

We have owned the property for approximately 10 years.

However, we did not own property prior to 1989 which prohibits us or anyone from ever building on the lot.

2. a. Provide evidence that the property in question cannot yield a reasonable return if permitted to be used under the conditions allowed by the Zoning Code (i.e., without one or more variations):

Building a single family home on property results in best and highest use for the community. It will bring in significant additional tax revenue for the community as it will be assessed and taxed as an improved lot rather than an unimproved lot.
OR

- b. Provide evidence that the plight of the applicant/owner is due to unique circumstances relating to the property in question:

N/A

3. Provide evidence that the requested variation(s), if granted, will not alter the essential character of the locality of the property in question:

A similar property in the locality (488 Carlton) was recently improved with a new home after being without a home for several years. This lot is only 50' wide which is 10 less than subject property. This home shows that a home can be built that reflects the character of the community.

- B. For the purpose of supplementing the above standards, the ZBA or PC, in making its recommendation that there are practical difficulties or particular hardships, shall also take into consideration the extent to which the evidence establishes or fails to establish the following facts favorably to the applicant:

1. Provide evidence that the particular physical surroundings, shape or topographical condition of the property in question would bring particular hardship upon the applicant/owner as distinguished from a mere inconvenience if the strict letter of the Zoning Code were to be carried out:

It is a hardship because the lot is not buildable under current Zoning Code. The lot cannot be improved.

92% (11 of 12) existing residential properties on Bryant between Hill and Turner are 55' wide or less making subject property consistent with character of neighborhood.

No home can be built without granting of a variation.

2. Provide evidence that the conditions upon which the petition for variation is based would not be applicable generally to other property within the same zoning district:

There is very few, if any, properties in the
zoning district that have a similar
location and ownership history.

3. Provide evidence that the purpose of the variation is not based exclusively upon a desire to make more money out of the property in question:

The property is unbuildable without variation.
Owners are not seeking to make a buildable
lot more "buildable" but rather making an
unbuildable lot, buildable.

4. Provide evidence that the alleged difficulty or particular hardship has not been created by any person presently having an interest in the property in question or by the applicant.

Does not apply.

5. Provide evidence that the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property in question is located

Building a single family home on the lot is
consistent with current property use in the
area.

6. Provide evidence that the proposed variation will not:

- a. Impair an adequate supply of light and air to adjacent property;

Home will be designed to minimize blockage
of light and air supply.

- b. Substantially increase the hazard from fire or other dangers to the property in question or adjacent property;

An increase of one single family home to the
neighborhood would not create this condition.

- c. Otherwise impair the public health, safety, comfort, morals or general welfare of the inhabitants of the Village;

There will be not impairment to
inhabitants of the Village. A single family home
is consistent with neighborhood.

- d. Diminish or impair property values within the neighborhood;
Project is consistent with neighborhood. Improved property would bring more tax revenue and increased value to neighborhood.
- e. Unduly increase traffic congestion in the public streets and highway;
There will only be a minimal increase due to the addition of one home.
- f. Create a nuisance; or Single family home /
Property is in keeping with character of neighborhood.
- g. Results in an increase in public expenditures.
Property variation should have no impact.
7. Provide evidence that the variation is the minimum variation that will make possible the reasonable use of the land, building or structure.
The lot cannot be improved / built on due to Zoning Code. Requested variation is the minimum to allow a buildable lot. Lot will remain vacant unless variation granted.
8. Please add any comments which may assist the Zoning Board of Appeals of Appeals in reviewing this application.
The property already has an existing water valve shut off in the property in front of vacant property.

VI. EVIDENCE RELATING TO FLOOD HAZARD VARIATION REQUESTS

The following items must be completed only if the requested variation is from Chapter 6 of the Zoning Code (relating to Flood Hazard Land Use Regulations.) If no such variation is being requested, the applicant should skip this section and complete Section VII below.

- A. Items applicable only to variation requested from the requirements of Chapter 6 of the Zoning Code (relating to Flood Hazard Land Use Regulations) that, if granted, would result in a structure not being protected to the elevation of the base flood.

1. Provide evidence that the structure is to be located on a lot contiguous to and surrounded by lots with existing structures constructed below the base flood level.

N/A

2. Provide evidence that the applicant has acknowledged that (a) such construction below the base flood level will increase the risk to life and property and that the applicant proceeds with knowledge of these risks; and (b) any variation is contingent upon the applicant obtaining approval from other agencies having jurisdiction when the variance violates the requirements of such agencies.

N/A

- B. Items applicable only to variations requested from the requirements in Chapter 6 of the Zoning Code (relating to Flood Hazard Land Use Regulations) that, if granted, would significantly impede or increase the flow and passage of floodwaters.

1. Provide evidence that the use will not result in an increased flood height greater than 0.1 feet within the designated regulatory floodway.

N/A

2. Provide evidence that the resulting increase in the base flood elevations will not affect any existing structures or utilities.

N/A

3. Provide evidence that the owners of the properties affected by the increased base flood elevation are compensated for the resulting effect on property values, and they give their written agreement to granting the variation.

N/A

4. Provide evidence that the resulting increased flood elevations will not affect any flood protection structures.

N/A

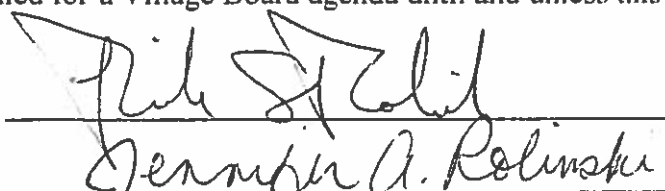
VII. CERTIFICATIONS, CONSENT AND SIGNATURE(S)

I (We) certify that all of the statements and documents submitted as part of this application are true and complete to the best of my (our) knowledge and belief.

I (We) consent to the entry in or upon the premises described in the application by any authorized official of the Village of Glen Ellyn.

I (We) certify that I (we) have carefully reviewed the Glen Ellyn Zoning Variation Request Package and applicable provisions of the Glen Ellyn Zoning Code.

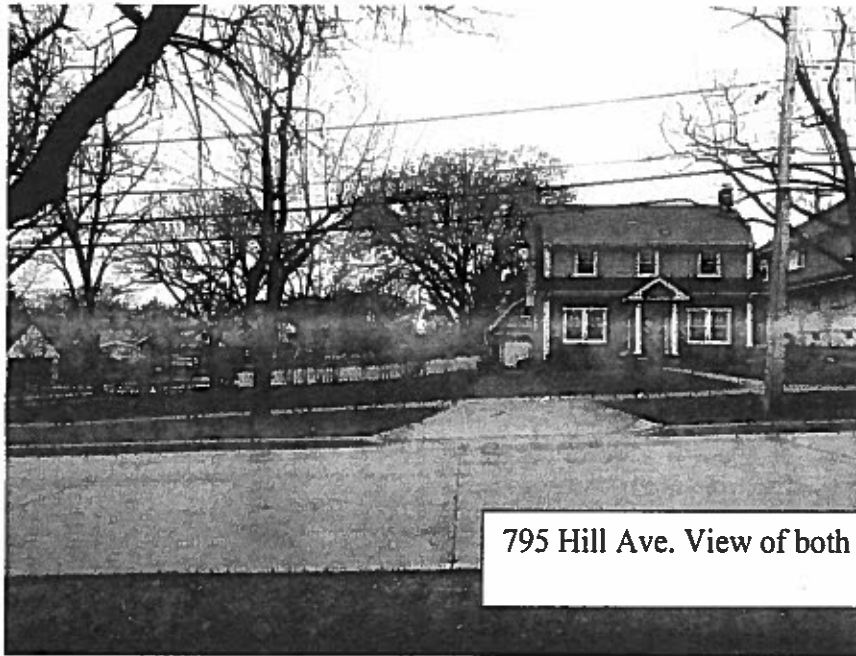
I (We) consent to accept and pay the cost to publish a notice of Public Hearing as submitted on an invoice from the publishing newspaper. I (we) understand that our request will not be scheduled for a Village Board agenda until and unless this invoice is paid.



Signature of Applicant(s)

4/14/14

Date filed



795 Hill Ave. View of both lots from Hill.



795 Hill Ave. View of vacant lot from Hill.



795 Hill Ave. View of second water valve shut off in parkway in front of vacant lot.



795 Hill Ave. View of water valve shut off in parkway in front of existing home.





Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 07/14/14 07:00 PM
Department: Planning & Development
Department Head: Staci Hulseberg
Category: Ordinance
Prepared By: Lauren Parisi

SCHEDULED

ORDINANCE 6246

DOC ID: 1307 A

Ordinance No. 6246, An Ordinance Granting Approval of Sign Variations for the Glen Crossings Shopping Center Located at 462 N. Park Boulevard. (Planning and Development Director Hulseberg)

Request: Kwaljeet Chawla and Associates, represented by Jeanine Valdez of Key Management and Investment Inc., is requesting approval of sign variations to allow a wall mounted multi-tenant sign to be installed on the north building wall of the Glen Crossings shopping center at 426 N. Park Boulevard. The subject property is located on the west side of North Park Boulevard between Crescent Boulevard and Duane Street in the C5B Central Business District. In order to accommodate the project, the petitioner submitted an application requesting approval of the following variations from Section 4-5-11(C) of the Sign Code:

1. A variation to allow a second multi-tenant sign on the property where a maximum of one (1) multi-tenant is permitted
2. A variation to allow the proposed multi-tenant sign to be mounted on an exterior wall where only freestanding multi-tenant signs are permitted
3. A variation to allow a total of 46.5 square feet of multi-tenant signage on the property in lieu of the maximum of 35 square feet permitted

Architectural Review Commission Recommendation: The Architectural Review Commission considered the requests at public hearings on June 11, 2014 and June 25, 2014. At the June 11th meeting, the Commissioners requested that the petitioner make changes to the wall sign before voting and the item was tabled. At the June 25th meeting, the petitioner had made the requested changes to the wall sign. No member of the public spoke at the meetings either in favor or opposition of the requests. The Architectural Review Commission voted 6-0 to recommend approval of the requests.

Village Board Action: The Village Board may approve, approve with conditions or deny the petitioner's request for approval of the requested sign variations. Village staff has prepared an Ordinance to approve the requests for consideration at the July 14, 2014 Village Board meeting.

Attachments:

- Ordinance
- Location Map
- Photos of Property
- Minutes from the June, 11, 2014 Architectural Review Commission Meeting
- Minutes from June 25, 2014 Architectural Review Commission Meeting
- Select Materials from Petitioner's Application Packet

Ordinance No. _____

**An Ordinance Granting Approval of
Sign Variations for the Glen Crossings Shopping Center
Located at 462 N. Park Boulevard
Glen Ellyn, Illinois 60137**

Whereas, Kwaljeet Chawla and Associates, owner of the Glen Crossings Shopping Center located at 462 N. Park Boulevard, has petitioned the President and Board of Trustees of the Village of Glen Ellyn for variations from the strict application of Section 4-5-11(C) of the Sign Code to allow a second multi-tenant sign on the property where a maximum of one (1) multi-tenant sign is permitted, to allow the proposed multi-tenant sign to be mounted on an exterior wall where only freestanding multi-tenant signs are permitted, and to allow a total of 46.5 square feet of multi-tenant signage on the property in lieu of the maximum of 35 square feet permitted; and

Whereas, the subject property is the Glen Crossings Shopping Center, located on the west side of North Park Boulevard between Crescent Boulevard and Duane Street in the C5B Central Business District.; and

Whereas, the property is legally described as follows:

LOTS 1 AND 2 AND THE NORTHERLY 35 FEET OF LOT 3 OF OWEN'S SUBDIVISION OF LOT 1 (EXCEPT NORTHERLY 75 FEET THEREOF) IN BLOCK 10 IN COUNTY CLERK'S ASSESSMENT OF DIVISION OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID OWEN'S SUBDIVISION RECORDED AUGUST 18, 1900 AS DOCUMENT 72110, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 05-11-322-014 and 05-11-322-015; and

Whereas, the requested sign variations will allow the Glen Crossings Shopping Center to install a multi-tenant wall sign on the north-facing wall at the northeast corner of the building; and

Whereas, following due and proper publication of notice in The Daily Herald not less than

fifteen (15) days nor more than thirty (30) days prior, the Glen Ellyn Architectural Review Commission conducted public hearings on June 11, 2014 and June 25, 2014, at which hearings the petitioner presented evidence, testimony, and exhibits relative to the requested sign variations, and no persons spoke either in favor of or in opposition to the request; and

Whereas, based upon the evidence, testimony and exhibits presented at the June 11, 2014 and June 25, 2014 Architectural Review Commission public hearings, by a vote of six (6) “yes” and zero (0) “no”, the Architectural Review Commission recommended approval of the requested sign variations as set forth in the minutes of the Architectural Review Commission; and

Whereas, the Village President and Board of Trustees have reviewed the evidence, exhibits, and materials presented at the June 11, 2014 and June 25, 2014 public hearings of the Architectural Review Commission and hereby adopt the findings of fact for the requested sign variations as set forth in the draft minutes of the June 25, 2014 Architectural Review Commission meeting; and

Whereas, the President and Board of Trustees have determined that approving the requested sign variations is in the best interest of the Village and consistent with the goals of the Glen Ellyn Sign Code.

Now, Therefore, be it Ordained by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in the exercise of its home rule powers, as follows:

Section One: The minutes from the June 11, 2014 and June 25, 2014 Architectural Review Commission public hearings, drafts of which are attached hereto as Exhibits “A” and “B” and the findings of fact set forth therein and in the preambles above are hereby adopted as the findings of fact of the Village and the President and Board of Trustees based upon their review of the evidence, exhibits, and materials presented at the June 11, 2014 and June 25, 2014 public hearings of the

Architectural Review Commission.

Section Two: Based upon a review of the evidence, testimony, and exhibits presented at the June 11, 2014 and June 25, 2014 Architectural Review Commission meetings, the Village President and Board of Trustees hereby grant approval of the following sign variations for Glen Crossings Shopping Center located at:

1. A variation from Section 4-5-11(C) of the Glen Ellyn Sign Code to allow a second multi-tenant sign on the property where a maximum of one (1) multi-tenant sign is permitted; and
2. A variation from Section 4-5-11(C) of the Glen Ellyn Sign Code to allow the proposed multi-tenant sign to be mounted on an exterior wall where only freestanding multi-tenant signs are permitted; and
3. A variation from Section 4-5-11(C) of the Glen Ellyn Sign Code to allow a total of 46.5 square feet of multi-tenant signage on the property in lieu of the maximum of 35 square feet permitted.

Section Three: This approval is subject to the condition that the project shall be constructed in substantial conformance with the plans submitted and the testimony presented at the June 11, 2014 and June 25, 2014 Architectural Review Commission public hearings and with the petitioner's application packet stamped received on May 6, 2014 including the following plans and documents referenced below, as though they were attached to this Ordinance:

1. Application for Sign Variation dated February 26, 2014
2. Sign Table stamped received June 30, 2014
3. Existing Sign Rendering Prepared by Olympic Signs dated November 13, 2013
4. Revised Sign Rendering Prepared by Olympic Signs dated June 12, 2014 - a copy of which is attached hereto as Exhibit "C"
5. Letter from Jeanine Valdez dated April 29, 2014
6. Picture of Proposed Tree Pruning Stamped received June 30, 2014

and these plans and documents shall be filed with and made part of the permanent records of the

Glen Ellyn Planning and Development Department.

Section Four: The Building and Zoning Official is hereby authorized to issue all necessary sign permits pursuant to the sign variations approved herein, provided that all the conditions set forth hereinabove have been met and that the applicant complies with all other applicable laws and ordinances of the Village of Glen Ellyn. This grant of approval of the aforementioned requests shall expire and become null and void within 24 months of the date of this Ordinance unless a sign permit is applied for within said time period, provided, however, that the Village Board, by motion, may extend the period during which a sign permit must be applied for. Further, the Village Board may, for good cause shown, waive or modify any conditions set forth in this Ordinance without requiring that the matter return for a public hearing.

Section Five: This Ordinance shall be in full force and effect from and after the passage, approval, and publication in pamphlet form.

Section Six: Failure of the owners or other party in interest or a subsequent owner or other party in interest to comply with the terms of this Ordinance, after execution of such Ordinance, shall subject the owners or party in interest to the penalties set forth in Section 10-10-18 (A) and (B) of the Village of Glen Ellyn Zoning Code.

Section Seven. The Village Clerk is hereby authorized to record this Ordinance with the DuPage County Recorder.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this _____ day of _____, 20____.

Ayes:

Nays:

Absent:

Approved by the Village President of the Village of Glen Ellyn, Illinois, this _____ day
of _____, 20_____.

Village President of the
Village of Glen Ellyn, Illinois

Attest:

Village Clerk of the
Village of Glen Ellyn, Illinois

(Published in pamphlet form and posted on the ____ day of _____.)

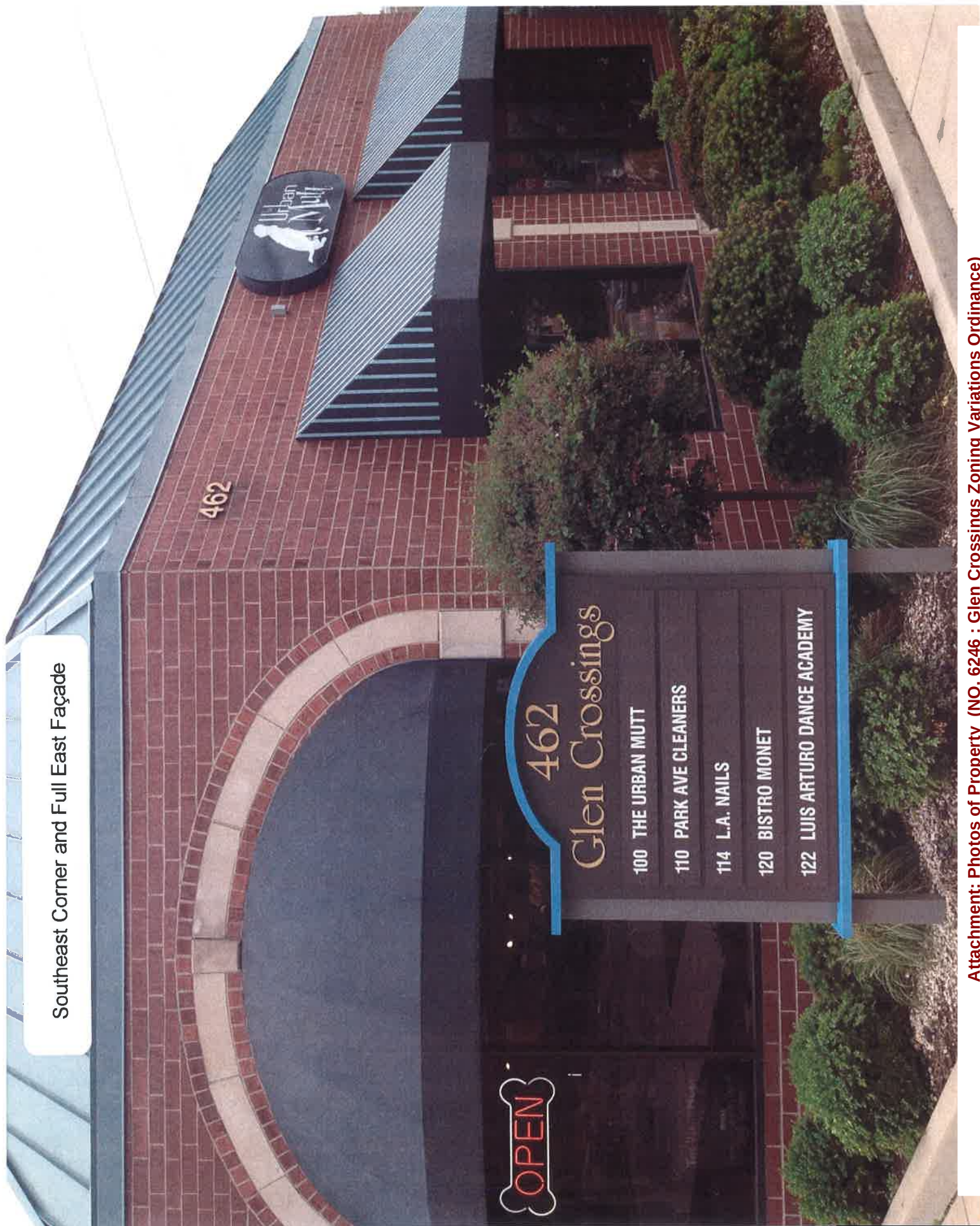
X:\Plandev\PLANNING\DEVELOPMENT PROJECTS\Park\Park 462 N, Glen Crossing\Park 462 N, Glen Crossing,
SV\Ordinance_Glen Crossing.doc

ATTACHMENTS:

- Location Map (PDF)
- Photos of Property (PDF)
- Minutes from the June 11, 2014 Architectural Review Commission Meeting(DOCX)
- Minutes from the June 25, 2014 Architectural Review Commission Meeting(DOCX)
- Select Materials from Petitioner's Application Packet (PDF)

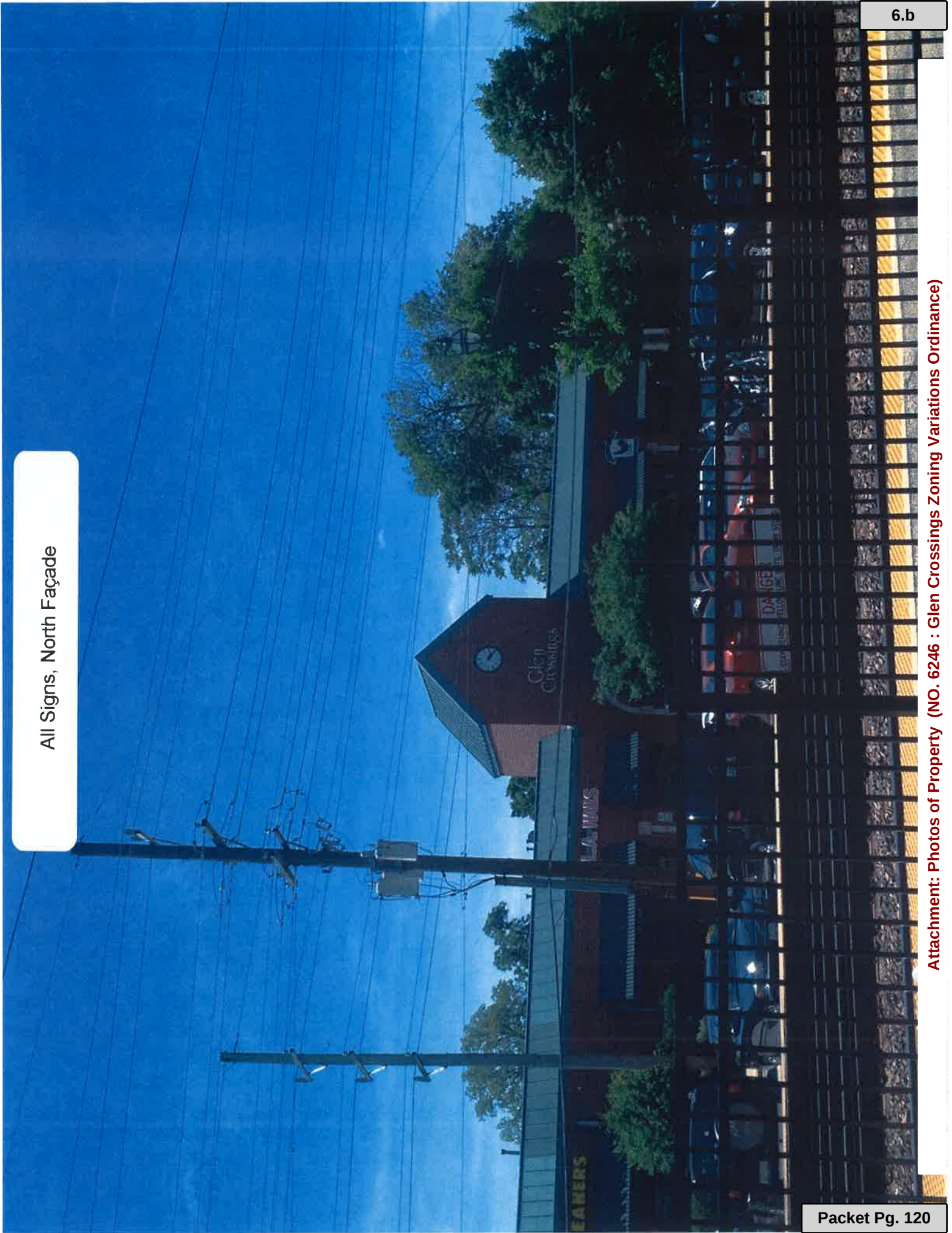


Southeast Corner and Full East Façade



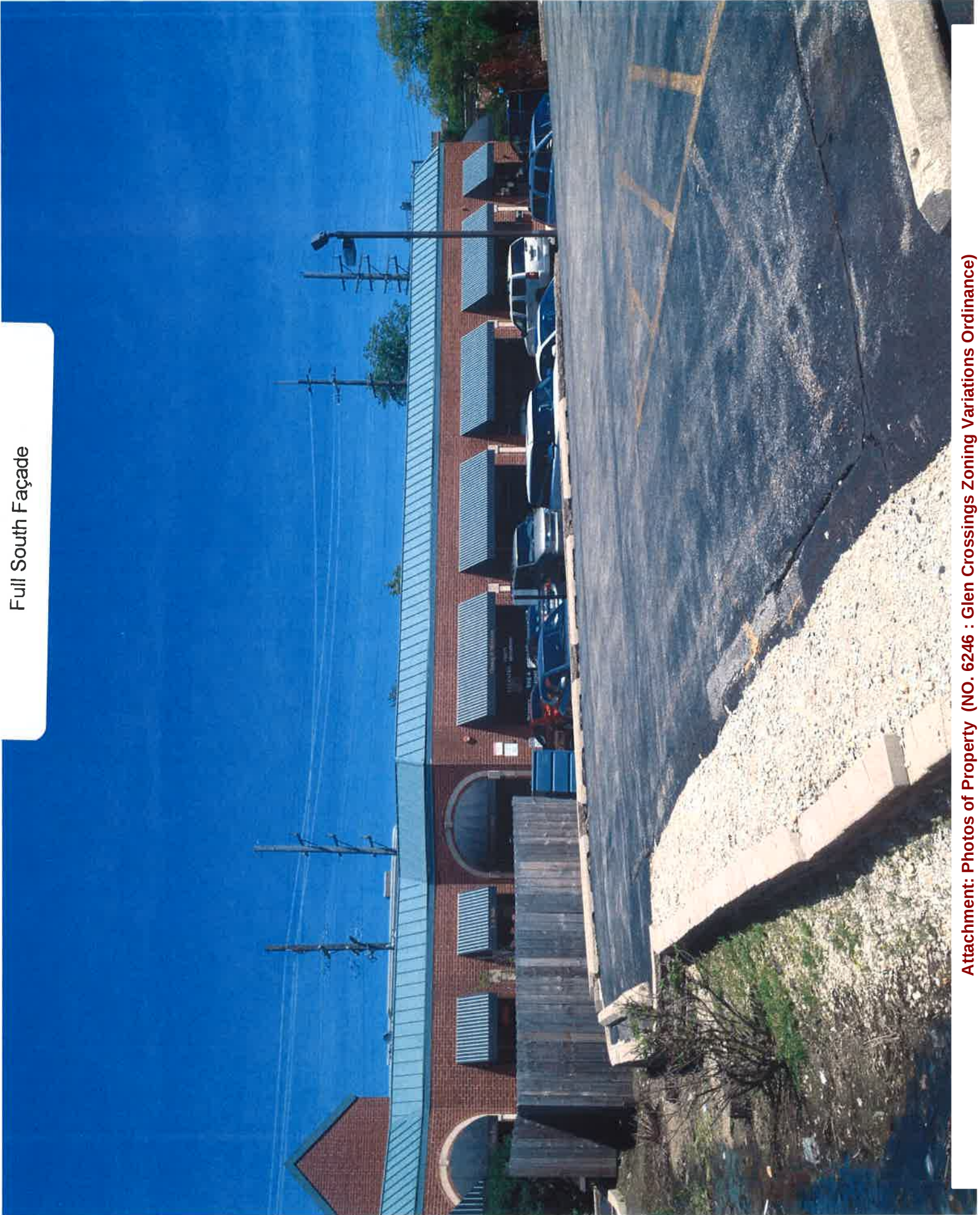
Attachment: Photos of Property (NO. 6246 : Glen Crossings Zoning Variations Ordinance)

All Signs, North Façade



6.b

Attachment: Photos of Property (NO. 6246 : Glen Crossings Zoning Variations Ordinance)



BOARD/COMMISSION:	Architectural Review	DATE:	6/11/14
MEETING:	Regular	CALLED TO ORDER:	7:04 p.m.
QUORUM:	Yes	ADJOURNED:	9:07 p.m.
MEMBER ATTENDANCE:	PRESENT: Chairman Burdett, Commissioners Albrecht, Dickie, Wussow		
	ABSENT: Commissioners Dohrer, Senak, Thompson		
ALSO PRESENT:	Village Planner Stegall, Trustee Liaison Burket, Recording Secretary Solomon		

Village Planner Stegall was sworn in and stated the petitioner is requesting a multi-tenant wall sign that requires variations from Section 4-5-11(C) of the Sign Code to allow a second multi-tenant sign on the property where a maximum of one is permitted, to allow the proposed multi-tenant sign to be mounted on an exterior wall where only freestanding multi-tenant signs are permitted and to allow a total of 46.5 square feet of multi-tenant signage on the property in lieu of the maximum of 35 square feet permitted. She stated the property is the Glen Crossings shopping center, located on the west side of North Park Boulevard between Crescent Boulevard and Duane Street in the C5B Central Business District. She showed pictures of the building's different elevations and pointed out the recently installed freestanding multi-tenant sign that

faces south. Chairman Burdett asked if the petitioner would still need a variance if the freestanding sign was not there to which Ms. Stegall stated yes.

Kimberly Hess, Vice President of Key Investment and Management at 1263 S. Highland Avenue, Suite 2W, Lombard, Illinois, was sworn in and stated their company has managed the property for 13 years. She stated there has been a lack of sign visibility on the property for many years due to the property's proximity to the trees on the Prairie Path. She stated they have received many requests from the tenants over the years to add additional signage. She stated each tenant does have illuminated signs on the north side of the building which faces the railroad tracks, but if you are driving south on Park Boulevard over the tracks, you cannot see the newly-installed freestanding sign. She stated they would like to put this multi-tenant sign on the north-facing wall at the northeast corner of the building, higher on the wall so it is not blocked by the tree. She stated they are a fully-leased building right now.

Chairman Burdett asked if the sign would be illuminated to which Ms. Hess stated it would not. Commissioner Wussow asked if customers were not able to find the building to which Ms. Hess stated if you are driving south on Park, there is a slight incline up over the railroad tracks as well as trees that block this. Commissioner Wussow stated she walked the property, and the 462 building number is not very visible. Commissioner Wussow stated she is not sure if the proposed sign needs suite numbers, and there is too much unused space on the sign. Commissioner Wussow stated she did not think the sign would achieve what the petitioner is trying to achieve, and the tenants could be doing more to promote themselves on the south side of the building. Ms. Hess stated there are no illuminated signs on the south side of the building out of respect for the residential properties that are near. Village Planner Stegall stated before the new Sign Code was adopted, each business was only allowed one primary sign on the primary façade which is the north side of the building.

Lee Gottfried from Olympic Sign, 1130 N. Garfield, Lombard, Illinois, was sworn in and stated he drove back and forth on Park Boulevard so he could figure out the best placement for this sign. He stated the proposed sign in the biggest sign could be seen from a car and still fit the corner of the building. Commissioner Wussow stated the 462 needs to be more prominent, and Ms. Hess agreed with this. Commissioner Albrecht stated she would like to see the wall-mounted sign mirror the design template of the new free-standing sign so the 462 and arch could be added. Commissioner Wussow asked if they had considered another freestanding sign to which Ms. Hess stated this is not an option as the Prairie Path's property starts about six inches from the end of the steps.

Commissioner Wussow asked if non-illuminated signs could be added to the south side of the building to which Village Planner Stegall stated lettering would need to be removed from the awnings and then signs could be added between the awnings and the standing rib.

Commissioner Dickie made a motion to close the Public Hearing at 8:00 p.m. The motion was seconded by Commissioner Wussow and carried unanimously by a vote of 4-0.

Commissioner Albrecht stated she understands the challenges with the landscaping and such. She stated she does not like the look of the proposed sign but would like it if it looked like the

freestanding sign as this would be in alignment with what is already there. She stated this would be recognition via repetition.

Commissioner Dickie stated it would add more punch to branding if the wall-mounted sign mirrored the freestanding sign. He stated adding the address would make the wall-mounted sign more impactful.

Commissioner Wussow stated adding the 462 and the arch to the wall-mounted sign would help it go with the freestanding sign. She stated the business names need to be more readable and suggested eliminating the suite numbers and enlarging the business names. She thanked the petitioner for the clarification on why they cannot do another freestanding sign.

Chairman Burdett stated the hardship standards have been met for sign variances. He stated the shopping center does not have much street frontage. He stated he would like to see the wall-mounted sign model the freestanding sign.

Commissioner Wussow stated she would prefer not to vote on this, but to see a new proposal for this sign. The other commissioners agreed.

Commissioner Dickie moved to continue the public hearing to the June 25, 2014 meeting. The motion was seconded by Commissioner Wussow and carried unanimously by a vote of 4-0.

5. Public Hearing – Pet Supplies Plus, 299 Roosevelt Road – Sign Variations and Exterior Appearance

Commissioner Wussow made a motion to open a Public Hearing on 299 Roosevelt Road at 8:10 p.m. The motion was seconded by Commissioner Dickie and carried unanimously by a vote of 4-0.

Village Planner Stegall was sworn in and stated petitioner Virginal Puroll, owner of Pet Supplies Plus, is requesting four sign variations from the Glen Ellyn Sign Code as well as exterior appearance approval for a proposed 10,859 square foot Pet Supplies Plus store proposed at 299 Roosevelt Road. She stated the property is located on the south side of Roosevelt Road between Lambert Road and Lorraine Street and is zoned C3 Service Commercial. She stated the petitioner came before the commission in August 2013 for a pre-application meeting on the redevelopment of the Grandma Sally's site which then fell through; however, the petitioner did take the commission's and staff's suggestions as they planned the redevelopment of the Control'd property at 299 Roosevelt Road. She stated the petitioner will appear before the Plan Commission on June 12, 2014 for a public hearing on the requested zoning variations.

Virginia Puroll, owner of Pet Supplies Plus at 915 E. Roosevelt Road, Wheaton, Illinois, was sworn in and stated they really wanted to move forward with this project and thanked the staff for their help with this.

Allen Morris, Senior Vice President with Lagestee-Mulder, Inc., 17005 Westview Avenue; South Holland, Illinois was sworn in also.

David Ports, principal with David Ports Architect Inc., 3554 Brecksville Road, Richfield, Ohio, was sworn in and stated they have taken every effort to address the commission's comments from the fall meeting. He stated there will be a glass entrance, a green branding identifier and custom light fixtures on the exterior columns. Chairman Burdett asked about the light fixtures to which Mr. Ports stated the lights are halo channels with a solid metal face that is opaque in color. Mr. Ports stated there are LED strips down the side which makes reverse illumination.

Mr. Ports showed the sample material board and discussed the materials proposed for the exterior which includes two primary colors of light concrete block. Commissioner Wussow asked if this was a glazed concrete brick to which Mr. Ports stated it is.

Commissioner Wussow asked if the petitioner could pare down the two wall signs to the 71.3 square feet that is permitted in the code to which Mr. Ports stated the letters are proposed to be 24 inches, and due to the 15-letter name, they need to keep this bigger. Mr. Ports stated the Fresh Market is on the other side, and the petitioner wants visibility to the sign by the cars driving by. Ms. Puroll stated they will be one block from a major competitor, and if the letters are shorter, there would be less visibility of the sign.

Commissioner Wussow asked if it is necessary to have the monument sign to which Mr. Ports stated a monument sign is necessary so the building can be seen by drivers going westbound on Roosevelt Road. Commissioner Wussow asked if the monument sign materials would match the building to which Mr. Ports stated the materials will match the base of the building, and the sign will be internally illuminated.

Commissioner Wussow stated the landscape plan has a lot of plants to which Mr. Ports stated they followed the Village's guidelines. Mr. Morris stated the plan has been reviewed by the Village's landscape consultant, and the petitioner did make one change after this.

Commissioner Wussow asked if the Village had heard from Wendy's on the setback to which Ms. Stegall stated the business was sent a letter about this being discussed at the Plan Commission meeting, but she had not heard from Wendy's.

Ms. Stegall stated the second wall sign adds additional square footage, and this is where most of the variation square footage is coming from.

Chairman Burdett asked if the petitioner was willing to maintain the landscape on Taft Avenue to which Mr. Morris stated they can do this. Chairman Burdett asked if the utilitarian elements on the building would be painted to match which Mr. Ports stated they would be.

Commissioner Albrecht made a motion to close the Public Hearing at 8:50 p.m. The motion was seconded by Commissioner Wussow and carried unanimously by a vote of 4-0.

Commissioner Wussow stated the proposal is effective and likes the colors and materials. She stated she was concerned about the size of the signs, but the signs do now seem appropriate to her. She stated she also likes the glass entry and landscaping plan.

Commissioner Dickie stated it will be a handsome building which will work well in the neighborhood. He stated the western wall does make sense.

Commissioner Albrecht stated the design is good and complimented the shape of the building. She stated she understands the variations, and the project looks good.

Chairman Burdett stated the westbound traffic is the hardship for the variance and the size of the name. He stated he likes the design and entrance.

Commissioner Albrecht made a motion to recommend approval of the variations from the Glen Ellyn Sign Code and recommends approval of the following:

1. A variation from Section 4-5-10(A) to allow 3 establishment signs on the property in lieu of the maximum number of 2 establishment signs permitted.
2. A variation from Section 4-5-10(A)3 to allow each of the two proposed wall signs to have areas of 82.13 square feet in lieu of the maximum area of 71.3 square feet permitted.
3. A variation from Section 4-5-10(A) to allow a total of 214.26 square feet of establishment signage on the property in lieu of the maximum area of 120 square feet permitted.
4. A variation from Section 4-5-6(II) to allow more than 25% of the area of the proposed traffic directional sign to be used to advertise the business.

The recommendation is made based of the following findings of fact:

1. The request complies with the Statement of Purpose found in Section 4-5-2 of the Glen Ellyn Sign Code because it would help people locate the business without difficulty or confusion.
2. The plight of the owner is based on unique circumstances due to an unusual physical limitation that is peculiar to the subject property or establishment and the conditions upon which the request is based are not generally applicable to other property within the same zoning district because the property is located on a through lot with frontage on two roads and the west building wall acts like a corner wall.
3. The variation, if granted, would not have an adverse impact on property values in the surrounding area or be injurious to other property or improvements in the neighborhood in which the property is located because the proposed signs are appropriate in size for the building and size.
4. The variation, if granted, would not have an adverse impact on the existing or desired character of the surrounding area because the area is a business district with many retail stores that rely on signage for wayfinding and marketing.

5. The variation, if granted, would not endanger the public health, safety of welfare because it would assist motorists in locating the business and would not be distracting to drivers.

In addition, the Commission hereby adopts the supplemental findings of fact identified in the petitioner's application packet.

The motion was made subject to the following conditions:

1. The signs shall be constructed in substantial conformance with the plans as submitted and the testimony presented at the public hearing of the Architectural Review Commission.

Commissioner Albrecht also moved to approve the proposed plans for exterior appearance as presented with the conditions that the utilitarian elements on the building will be painted to match the building and the owner will maintain the exterior landscaping on Taft Avenue. The motions were seconded by Commissioner Wussow and carried unanimously by a vote of 4-0.

6. Chairman's Report

None

7. Trustee's Report

Commissioner Wussow asked if there had been discussion about sending the meeting materials electronically to which Village Planner Stegall stated there had been discussion but no conclusion yet. Trustee Burket stated they are trying to get the commissions off paper, but it might be hard for architect plans to be seen electronically.

8. Staff Report

Village Planner Stegall stated there will be a meeting on June 25, 2014, and there are more items coming. Commissioner Wussow asked about more commissioner candidates for the ARC to which Trustee Burket stated he had not heard anything from President Demos on this yet. Village Planner Stegall stated there are two commissioner and one student commissioner openings, and residents can apply online or by contacting Patti Underhill at the Village.

9. Adjourn

As there was no other business to discuss, Chairman Burdett asked for a motion to adjourn. Commissioner Wussow moved, seconded by Commissioner Dickie to adjourn the meeting at 9:07 p.m. The motion carried unanimously by a vote of 4-0.

Submitted by: Debbie Solomon, Recording Secretary

MINUTES

BOARD/COMMISSION: Architectural Review **DATE:** 6/25/14

MEETING: Regular **CALLED TO ORDER:** 7:05 p.m.

QUORUM: Yes **ADJOURNED:** 7:15 p.m.

MEMBER ATTENDANCE: **PRESENT:** Chairman Burdett, Commissioners Albrecht, Dickie, Dohrer, Senak, Wussow

ABSENT: Commissioner Thompson

ALSO PRESENT: Village Planner Stegall, Trustee Liaison Burket

1. Call to Order

Chairman Burdett called the Glen Ellyn Architectural Review Commission (ARC) regular meeting to order at 7:05 p.m., in the Civic Center at 535 Duane Street, Glen Ellyn, Illinois.

2. Approval of Minutes from June 11, 2014 Meeting

Commissioner Wussow moved to approve the June 11, 2014 minutes. The motion was seconded by Commissioner Senak and carried unanimously by a vote of 6-0.

3. Public Comment (non-agenda items)

None

4. Public Hearing – Glen Crossing Shopping Center, 462 N. Park Boulevard – Sign Variations

Commissioner Albrecht made a motion to re-open the Public Hearing on 462 N. Park Boulevard at 7:07 p.m. The motion was seconded by Commissioner Wussow and carried unanimously by a vote of 6-0.

Chairman Burdett stated the hardship standards were demonstrated at the previous meeting, and the commission wanted to see the final design.

Commissioner Wussow stated the petitioner did exactly what the commission hoped they would with the sign, and the sign will be much more readable for drivers. She stated the newly proposed sign will address the petitioner's hardship issue much better than the previous design for the sign.

Commissioner Albrecht stated the added color and arched top match the other sign.

Commissioner Wussow made a motion to recommend approval of the variations from the Glen Ellyn Sign Code and recommends approval of the following:

1. A variation from Section 4-5-11(C) of the Glen Ellyn Sign Code to allow the display of a second multi-tenant sign on the property where a maximum of one multi-tenant sign is permitted.
2. A variation from Section 4-5-11(C) of the Glen Ellyn Sign Code to allow the proposed multi-tenant sign to be mounted on an exterior wall where only a free-standing multi-tenant sign is permitted.
3. A variation from Section 4-5-11(C) of the Glen Ellyn Sign Code to allow a total of 46.5 square feet of multi-tenant signage on the property in lieu of the maximum area of 35 square feet permitted.

The recommendation is made based of the following findings of fact:

1. The request complies with the Statement of Purpose found in Section 4-5-2 of the Glen Ellyn Sign Code because it would allow signage that helps drivers from the north locate businesses without difficulty or confusion
2. The plight of the owner is based on unique circumstances due to an unusual physical limitation that is peculiar to the subject property or establishment and the conditions upon which the request is based are not generally applicable to other property within the same zoning district because the subject property is immediately south of the Union Pacific right-of-way and the Illinois Prairie Path with direct frontage to the Path.
3. The variation, if granted, would not have an adverse impact on property values in the surrounding area or be injurious to other property or improvements in the neighborhood in which the property is located because the proposed sign is small, simple in design and generally unobtrusive.
4. The variation, if granted, would not have an adverse impact on the existing or desired character of the surrounding area because the area is a business district with many retail stores that rely on signage for wayfinding and marketing.
5. The variation, if granted, would not endanger the public health, safety of welfare because the proposed sign would make traffic move more efficiently and eliminate customers driving past the parking lot inadvertently.

In addition, the Commission hereby adopts the supplemental findings of fact identified in the petitioner's application packet.

The motion was made subject to the following conditions:

1. The signs shall be constructed in substantial conformance with the plans as submitted and the testimony presented at the public hearing of the Architectural Review Commission.

The motion was seconded by Commissioner Dickie and carried unanimously by a vote of 6-0.

Commissioner Senak moved to close the Public Hearing at 7:14 p.m. The motion was seconded by Commissioner Dohrer and carried unanimously by a vote of 6-0.

5. Chairman's Report

None

6. Trustee's Report

Trustee Burket reminded the commission of the Fourth of July festivities that are happening soon.

7. Staff Report

Village Planner Stegall stated there will be a meeting on July 9, 2014, and School District 41 will be back soon to discuss changes on more buildings.

8. Adjourn

As there was no other business to discuss, Chairman Burdett asked for a motion to adjourn. Commissioner Albrecht moved, seconded by Commissioner Dickie to adjourn the meeting at 7:15 p.m. The motion carried unanimously by a vote of 6-0.

Submitted by: Debbie Solomon, Recording Secretary

KEYINVESTMENT &
MANAGEMENT INC.1263 S. Highland Avenue
Lombard, Illinois 60148-4527
(630) 932-5757 FAX (630) 932-5755

April 29, 2014

Village of Glen Ellyn
John Carlisle, Planning InternRe: Response to Initial Sign Variance Review
462 N Park Blvd., Glen Ellyn

Dear John:

In response to your letter dated March 27, 2014, please see as follows:

1a) Summary Narrative:

Project is for a multi-tenant sign affixed to north facing brick of building. We are asking for a sign to be placed in this area for visibility of southbound pedestrian and vehicular traffic (Park Blvd/Prairie Path & Metra commuters). Any potential customers coming from the north are unable to see what services/businesses are offered/located in the shopping center. Due to the train tracks and the incline of the street, the visibility of the center's offerings is decreased to anyone north of the building. Often times, vehicular traffic has already passed the center and has to turn around or go around the block. This creates other traffic hazards and congestion, not to mention frustration by customers and business owners alike. It would be beneficial to the center and the Village for the businesses to be more profitable and experience increased revenues. We believe visible yet esthetically pleasing signage will increase shopping and assist first time customers in locating their destination. The tree adjacent to the sign will be pruned and attended to on a regular basis as to not obstruct the sign when in tree is in bloom (See attached photo with line marking where tree will be pruned).

1b) Ownership by Land Trust: Attached.

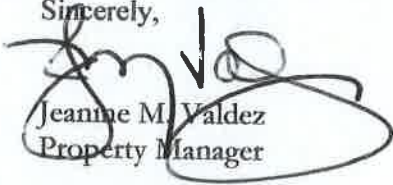
1c) Ownership by Corporation: Included in original submission.

1d) Affidavit of Authorization: Owner is unavailable to sign this paper. We included a copy of the Management Agreement with the original submission granting Key Investment & Management authority to act on Owner's behalf.

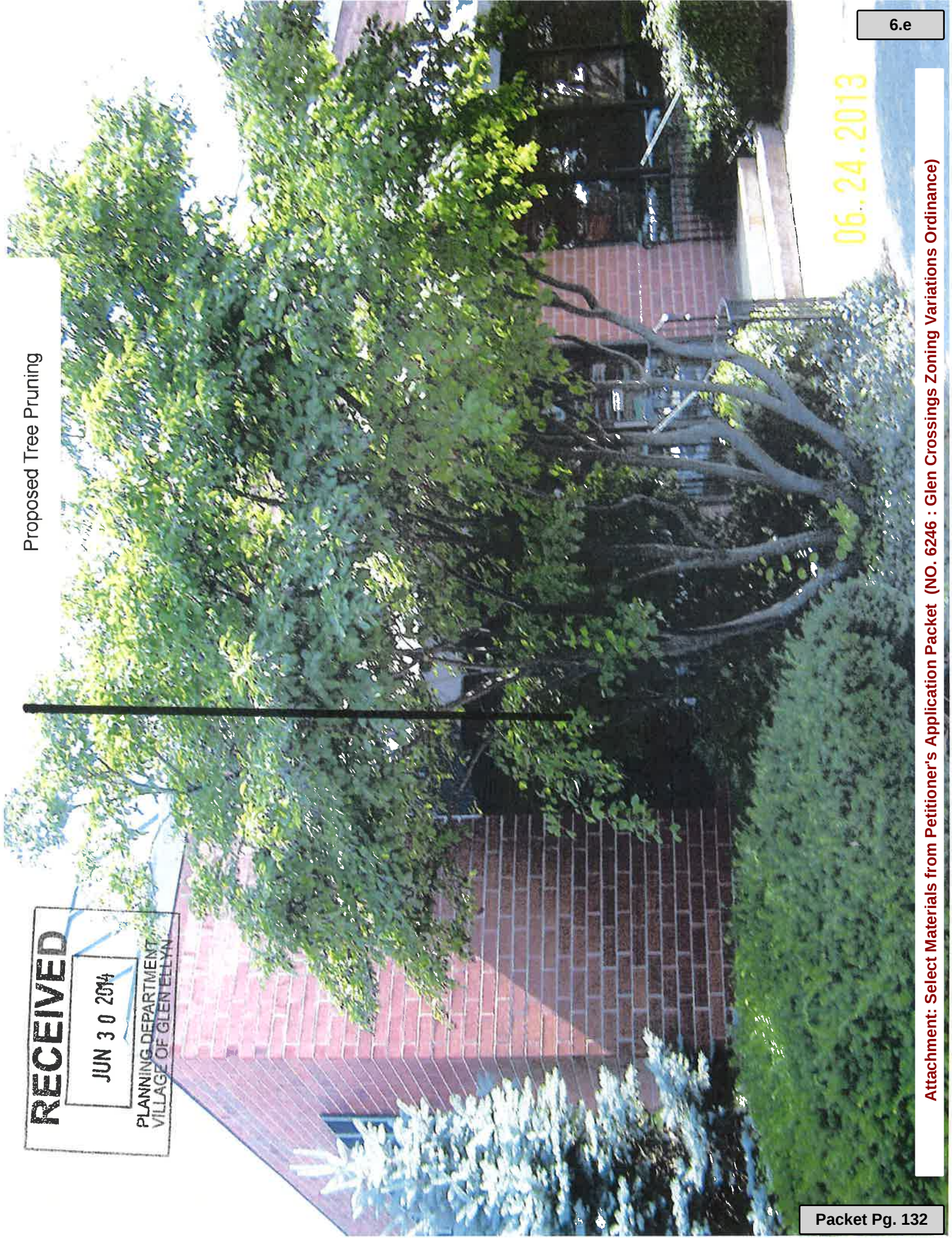
1e) Reimbursement of Fees Agreement: Included in original submission.

1f) Sign Elevation: Attached.

Sincerely,


Jeanne M. Valdez
Property Manager

Proposed Tree Pruning



RECEIVED

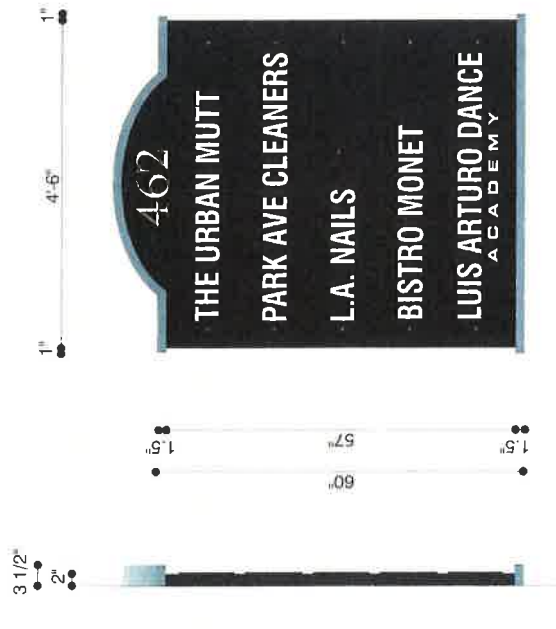
JUN 30 2014

PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN

06.24.2013

6.e

Revised Sign Plan



SIDE VIEW

S/F NON-ILLUMINATED DISPLAY 1/2" = 1'-0"

ALUMINUM CAP & SILL, TEAL PAINTED FINISH TO MATCH ROOF.
ALUMINUM CABINET, DK BRONZE PAINTED FINISH.
1/4" THICK FLAT ALUMINUM TENANT PANELS, DK BRONZE PAINTED FINISH. WHITE VINYL APPLIED COPY TO BE ADVISED.

EXISTING



PROPOSED



Date: _____

Customer's Signature _____

Comments:

Job #: 13-5134

4-4-13

Rev. # 6-12-14

drawn by

JOHN W

Glen Crossings

462 N PARK BLVD. GLEN ELLYN, IL

account representative

L. GOTTFRIED

OLYMPIC SIGNS

1130 N. Garfield

Lombard, IL 60148

Ph: # 630.424.6100

Fx: # 630.424.6120

WWW.OLYSIGNS.COM

THIS IS AN ORIGINAL UNPUBLISHED DRAWING SUBMITTED IN CONNECTION WITH A PROJECT WE ARE PLANNING FOR YOU. THIS IS NOT TO BE COPIED, REPRODUCED, EXHIBITED OR SHOWN TO ANYONE OUTSIDE OF YOUR ORGANIZATION WITHOUT THE WRITTEN PERMISSION OF OLYMPIC SIGNS, INC. ANYTHING IS EXCLUDED PROPERTY OF OLYMPIC SIGNS, INC.

page 2 of 2



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 07/14/14 07:00 PM
Department: Finance
Department Head: Kevin Wachtel
Category: Contract
Prepared By: Christina Coyle

SCHEDULED

AGENDA ITEM (ID # 1311)

DOC ID: 1311

Award of a contract with Sikich, LLP, of Naperville, Illinois, for temporary accounting services in the amount of \$37,500 to be expensed to the SY14 General Fund. (Interim Finance Director Coyle)

Background

We have been utilizing the accounting firm Sikich, LLP for temporary accounting services due to the current vacancies in the Finance Department. Their staff has been assisting us with preparing for the FY14 audit as well as working on the monthly financial close process and other accounting projects. Sikich was selected for this work as they performed similar work for the Village in 2011-2012. Due to their prior experience, efficiencies are gained as they understand our financial software and our processes. Also, a key employee assigned to the engagement was a former Assistant Finance Director at the Village which brings valuable institutional knowledge. This greatly assists the Finance Department as we do not have to spend time training Sikich's engagement team at a time when we are short staffed.

Issues

We have been working with Sikich on an hourly rate contract. However, it is anticipated that the Finance Director position and the Payroll and Accounting Specialist Position will not be filled until September. After these positions are filled, time is still required for these individuals to be trained and become efficient in their job duties. As such, it is likely that we will require the services of Sikich through September 2014. Due to the length of time that their services will be needed, we will need board approval for their continued services.

Recommendation

We recommend that the Village Board authorize \$37,500 from the SY2014 General Fund Finance Department Budget (account 122100-521055) for the purpose of using Sikich, LLP for temporary accounting services. This is estimated to provide for their services through September 2014.

Action Requested

Approve \$37,500 from the SY2014 General Fund Finance Department Budget (account 122100-521055) for temporary accounting services from Sikich, LLP.

ATTACHMENTS:

- Sikich Engagement Letter (PDF)



1415 W. Diehl Road, Suite 400
Naperville, Illinois 60563

630.566.8400 // www.sikich.com

Certified Public Accountants & Advisors
Members of American Institute of Certified Public Accountants

May 5, 2014

The Honorable President
Members of the Board of Trustees
C/O Ms. Christina Coyle
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137

Ladies and Gentlemen:

This will confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide to the Village of Glen Ellyn, Illinois (the Village).

First, it is important that you understand that our services will not satisfy any requirements for an audit in accordance with generally accepted auditing standards. We are accepting this engagement as accountants rather than as auditors. Therefore, we request that you do not record this as an audit engagement in your minutes and other memoranda.

The services that we are proposing to provide are for assistance with audit preparation for the year ended April 30, 2014 and monthly accounting assistance for the eight month period ended December 31, 2014. A detailed outline of these services is attached in Appendix A.

Management of the Village acknowledges their responsibility in fact and appearance to make informed judgments on the results of the services described above and in the attached listing. Ms. Christina Coyle has been designated as the responsible party for oversight of the services being provided, including monitoring of the performance of the procedures to make sure that management's objectives are being met. Management also will evaluate adequacy of procedures performed and review and approve findings resulting therefrom. Management also will make any decisions involving management functions related to the performance of services indicated and will accept full responsibility for such decisions.

We can begin these services on mutually agreed-upon dates upon the return of this signed engagement letter. These services will be provided both at the Village's offices during normal business hours and remotely at our discretion.

Village of Glen Ellyn, Illinois
May 5, 2014

Page 2

The services outlined above will be provided by Debbie Crabtree, Manager - Government Accounting Services and other staff accountants as needed under the direct supervision of James R. Savio, engagement partner. Assistance to be provided by your personnel, including access to all financial records, general ledger, and other information we will need to complete the engagement will be coordinated with Ms. Christina Coyle.

Our fees for these services will be based on the actual time spent on the engagement at an hourly rate of \$250 for the engagement partner, \$175 for managers, and \$100 for staff accountants. Based on our discussion with the Village personnel, we have estimated 70 hours for assistance with audit preparation for the year ended April 30, 2014 and 16 hours per month for monthly accounting assistance for the eight month period ended December 31, 2014. Services will be invoiced to you from time to time as work progresses. In accordance with Illinois Compiled Statutes, payments for all services are due within sixty days of receipt of an invoice.

We reserve the right to suspend or terminate services for reasonable cause, such as failure to pay our invoices on a timely basis or failure to provide the information or cooperation necessary for successful performance of our services. Our engagement will be deemed to be completed upon written notification of termination, even if we have not completed the audit preparation services. You will be obligated to compensate us for the time expended to that point and to reimburse us for all out-of-pocket expenditures through the date of termination.

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the engagement will be limited to one times the amount of our fees for this engagement, except to the extent determined to result from our gross negligence or willful misconduct.

If any dispute, controversy or claim arises in connection with the performance or breach of the agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Mediation Rules of the American Arbitration Association. Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

Each party may disclose any facts to the other party or the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the mediator will keep confidential all information disclosed during negotiations.

The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.

Village of Glen Ellyn, Illinois
May 5, 2014

Page 3

We appreciate the opportunity to be of service to the Village and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described above, please sign one copy of this letter in the space provided and return it to us.

Sincerely,



Sikich LLP
By: James R. Savio, CPA, MAS
Partner

Response:

This letter correctly sets forth the understanding of the Village of Glen Ellyn, Illinois.

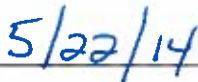
By: _____



Title: _____



Date: _____



Appendix A

Village of Glen Ellyn
Proposed Accounting Services

Objective

Perform agreed upon accounting services as determined and directed by the Village's Finance Director and/or Assistant Finance Director to assist the Village in maintaining the accuracy and integrity of its accounting information.

Scope of Services

1. Assist the Village in closing the month end and year end general ledger.
2. Assist the Village in the monthly financial report preparation.
3. Assist the Village in reconciling certain account balances and preparing certain schedules of analysis for the April 30, 2014 audit.
4. Other assistance or projects deemed necessary by the Village's Finance Director and/or Assistant Finance Director.

Deliverables

Hard copies and electronic copies of any and all documents prepared for the Village. Electronic copies will be provided in Word, Excel, or another format approved by the Village.



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 07/14/14 07:00 PM
Department: Public Works
Department Head: Julius Hansen
Category: Bid
Prepared By: Robert Greenberg

SCHEDULED

AGENDA ITEM (ID # 1314)

DOC ID: 1314

Reject the low bidder as not responsible and approve a contract with DMD Consultants, of Mosheim, Tennessee, for work associated with the 2014 Hydrant Painting Program, in the amount of \$18,450.00, to be expensed to the SY14 Hydrant Maintenance Fund. (Public Works Director Hansen)

Background

The Village of Glen Ellyn Public Works Department maintains 1,379 hydrants. Every year each hydrant is flushed, lubricated and assessed for maintenance needs. Part of the assessment is noting the quality of the paint. Beyond protecting the iron body of the hydrant, the safety-yellow paint makes it easier for firefighters to spot the closest hydrant in the event of a fire. To maintain good paint quality, Public Works plans on painting all of the hydrants in the Village over a four year period. This year would be the first year of the four year program. The paint specified by the Village is expected to last eight to ten years. This means that after the four-year program has been completed, we can expect four to six years to assess the hydrants for future painting projects.

This year the Village of Glen Ellyn has partnered with multiple DuPage County municipalities to form MPI, (a multi community consortium formed to bid on Public Works projects and programs). Each community can decide which service contracts to participate in. After a contract is bid and read, each community that participated in the bidding process can decide if they want to accept the contract. Participation in a bidding process does not obligate any community to sign a contract.

Every contract has a specific municipality assigned to create and advertise the bid documents. Glen Ellyn has taken the lead on behalf of its partner communities Bensenville, Lombard, West Chicago and Winfield to solicit bids for a three year renewable contract to sand blast and paint fire hydrants within the five partner communities. The total amount of hydrants under consideration for 2014 in the five member communities is 1509 fire hydrants.

On June 13, 2014 fourteen packets were sent to painting contractors to bid on the sand blasting and painting of 300 hydrants in the Village of Glen Ellyn. On that same date an invitation to bid on the projects was advertised in the Daily Herald.

Four bids were received, opened and read aloud at the Civic Center at 11:00 a.m. on Friday, June 30, 2014. The results of the Village of Glen Ellyn portion of the bid openings are as follows.

CONTRACTOR	QTY.	UNIT	UNIT PRICE	AMOUNT
Go Painters	300	each	\$57.75	\$17,325.00
DMD Consultants, Inc.	300	each	\$61.50	\$18,450.00
Muscat Painting & Decorating	300	each	\$63.78	\$19,134.00

Alpha Paintworks, Inc.	300	each	\$85.00	\$25,500.00
------------------------	-----	------	---------	-------------

The apparent low bidder is Go Painters of Hillside, Illinois at \$17,325.00. There were serious issues with their five references. Two of the references said they never did any work with Go Painters, two never returned my call and the fifth said they did a good job painting metal balconies for the school district he represented. Unfortunately, the only favorable reference was for a balcony painting project. I attempted to find more information on the internet about the contractor and found nothing. In an attempt to contact the contractor, a call to 411 indicated that there was no phone number in the name of Go Painters attached to their business address in Hillside, IL.

After experiencing difficulty obtaining favorable references for Go Painters, I decided to check the references of the second lowest bidder. I called all five references for DMD Consultants and experienced very positive reports on quality, pricing, responsiveness, timeliness and resident interaction.

In light of the insufficient and inaccurate references associated with Go Painters, and that references for the second lowest bidder (DMD Consultants) were very favorable, the lowest qualified bidder is DMD Consultants of Mosheim, Tennessee at \$18,450.00. The funds for this project have been allocated in the SY 2014 budget.

Recommendation

Staff recommends rejecting the low bidder as non-responsible, and that the Village of Glen Ellyn enter into a contract with DMD Consultants of Mosheim, Tennessee in the amount of \$18,450.00. This contract should be charged to SY 2014 Public Works Hydrant Maintenance account number 50100-521020.

Attachment

SY 2014 Budget Detail Sheet

ATTACHMENTS:

- SY 2014 Budget Detail Sheet(PDF)

Public Works Department
SY 14 Budget
PW SY14 Ops - Water Details

Water Details - SY14				
Totals	\$ 32,500	Totals	\$ 14,500	Totals \$ 51,000
521005 - Maint/Water Meters		521010 - Maint/Hydrants		521025 - Maint/Valves
Purchase of new Water meters	\$ 40,000	5 new hydrants	\$ 13,000	Valves and repair parts as needed.
		Hydrant repair parts	\$ 4,000	
		Annual Hydrant Painting by contractor	\$ 25,000	
Totals	\$ 40,000	Totals	\$ 42,000	Totals \$ 7,500
521050 - Maint/Other		521055 - Prof. Serv/Other		520165 - JULIE
Repair clamps, pipes, copper tubing, couplers, round ways, b-boxes, valve boxes and pipe fittings.	\$ 14,000	CCR printing	\$ 4,500	Payments to JULIE for coordinating utilities
		Electrical maintenance	\$ 5,000	
		Chemical Analysis	\$ 4,500	locates
		Bacteria Analysis	\$ 7,000	
		Traffic Control	\$ 3,000	
		Meter Testing Program	\$ 8,000	
		Generator Maintenance	\$ 1,200	
		Emergency Excavation	\$ 15,000	
		Cartograph Training	\$ 2,000	
		Root Pruning for digs	\$ 1,200	
		Print & Dist. Water bills	\$ 6,500	
		Saw Cutting Contract	\$ 7,500	
		Leak location services	\$ 7,500	
		Exercise 700 valves	\$ 22,000	
		IEPA - UCMR3 testing	\$ 5,000	
		GIS Consortium	\$ 20,500	
		Cartograph OMS ELA	\$ 10,000	
		Unlimited Licenses (25%)		



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 07/14/14 07:00 PM
Department: Public Works
Department Head: Julius Hansen
Category: Bid
Prepared By: Gary Bach

SCHEDULED

AGENDA ITEM (ID # 1308)

DOC ID: 1308

**Award of a contract in the amount of \$29,470 to A.C.B. Masonry, LLC, of Glen Ellyn, Illinois, for the 308 Wilson Avenue Renovation Project, to be expended to the SY14 Water and Sanitary Sewer Fund.
(Public Works Director Hansen)**

Background

In 2013, Village Staff found evidence that the roof at 308 Wilson avenue pumping station was leaking. Requests for quotes were sent out to three roofing contractors and the job was awarded to Murphy roofing in the amount of \$15,111.

While making repairs to the Wilson avenue pumping station, our roofing contractor (Tom Murphy) found evidence that the Mansford roof overhang covering the concrete entryway was severely rotted and ready to collapse. Upon inspecting the Mansford structure, staff decided to remove the decaying material before it could collapse. A carpenter contractor (Mark Zamora) was hired to remove the dilapidated portions of the Mansford roof; meanwhile, the roofing contractor proceeded to finish the originally proposed repairs to the roof. (See attached pdf of photos). Overall, the cost of the roof repair and the demolition work came under the original quote amount, for an approximate total of \$12,000.

As can be seen in the attached pdf photos, the Mansford overhang was severely rotted. A verbal estimate in the amount \$15,000 was attained from Naperville JOC for the carpentry work to rebuild the Mansford overhang, with an additional cost estimate of \$3,000 from Murphy roofing to shingle the rebuilt Mansford overhang for a total estimated project cost of \$18,000.

Staff reviewed our options and decided that the monies would be better spent by renovating the building by removing the remainder of the Mansford roof structure and replacing the deteriorating wood siding and pilasters with brick. This would create a long-lasting aesthetically pleasing look to the building, as well as allow us to enhance security to the building by removing wooden double doors and replacing them with a single steel door. We would also replace the fiberglass chlorine room door with a steel door that meets current EPA requirements.

Issues

Dave Finlay (Planning & Development Department), along with Douglas Fiene, Andersen & Fiene, ltd., created a scope of work necessary to define our objectives for the building renovation.

An "invitation to bid" was posted in the Daily Herald on June 6th, 2014. In addition, twenty "invitation to bid" notices were mailed to twenty (20) local contractors. Due to the publication and mailings, there were a total of fifteen (15) bid packets distributed. Four (4) sealed bids

were read aloud by Patti Underhill, administrative clerk, at 11:00 a.m., Monday, June 30th in Clayton hall located at 535 Duane street., Glen Ellyn, Illinois.

The sealed bid tabulations are as follows;

D. Kersey construction	\$ 56,000
Seyller's, Inc	\$ 31,900
Builders land, Inc	\$ 51,800
A.C.B. Masonry, Inc	\$ 29,470

Recommendation

It is the staff's recommendation to award a contract to A.C.B. Masonry, LLC, of Glen Ellyn, Illinois in the amount of \$29,470 for the 308 Wilson renovation project. Monies are available for this project in the SY14 Budget under account # 50100-521055 (Professional Services - Other) Water.

Action Requested

Board action is requested to award a contract to A.C.B. Masonry, LLC of Glen Ellyn in the amount of \$29,470 to renovate the pump station building at 308 Wilson avenue per the specifications of the scope of work provided by the Village of Glen Ellyn. This contract should be charged to the SY14 Water Fund Budget # 50100-521055.

Attachments

308 Wilson Scope of Work
Structural Damage Photos

ATTACHMENTS:

- 308 Wilson Scope of Work (DOC)
- Structural Damage Photos (PDF)

D. Technical Specifications

1. INTENT

It is the intent of this scope of work to provide long-lasting building modifications that will enhance the appearance of the building, come into compliance for chlorine room entry, and upgrade security into the building.

2. SCOPE OF WORK - 308 Wilson Building Renovations

Protect existing sidewalk from damage.

Demo and haul entire Mansford Roof Structure. **(Figures 1 & 2)**

Patch any holes in concrete roof which result from the demolition of the Mansford roof.

Demo and haul existing CMU to match height of adjacent lower walls.

THE NEW PARAPET SHOULD BE BUILT TO MATCH EXISTING.

(The Village will coordinate with our roofer to install the insulation and membrane to the finished CMU height.)

Demo and haul all remaining wood paneling, pilasters and deadwood from elevation. **(Figure 3)**

Demo existing doors and frames. Install new steel frames. Secure both door openings until such time as the doors can be permanently mounted.

Note: Double doors on main building entrance to be replaced with single HM mandoor. Interior the CMU is to be infilled to the new frame and toothed into the existing brick. Exterior lintel to remain. Interior block shall match existing glazed block. Use half block around new door.

Remove and salvage limestone thresholds and light fixtures for later reuse.

Sawcut (or water cut) sidewalk $\frac{1}{2}$ - $\frac{3}{4}$ " beyond/outside the face of the adjacent brick and remove on a workmanlike manner to not damage remaining sidewalk. The cut off section of concrete adjacent to the building will be on top of the existing stepped foundation is to be removed. **(Figure 4)**

Remove concrete ramp to single mandoor. Do not damage sidewalk.

Rebuild on top of existing stepped foundation with new brick.

Install prime and finish painted steel lintel that is 6" x 3-1/2" x 3/8".

Furnish and install new brick on elevation to match existing. New work shall be toothed in to existing courses. Install galvanized wall ties 16" OC horizontally and vertically using SS anchors. Mortar to be exterior, type S or M Color to match.

Page 2 - Scope of Work

All masonry to be flashed with fabric membrane. Weep holes to be installed.

Furnish and install new limestone coping on fabric or metal flashing. Urethane caulk all new coping joints.

Install limestone thresholds and light fixtures.

Install new concrete ramp.

Caulk joint between sidewalk and masonry using exterior urethane caulking 1-1/2" deep with backing rod if required.

Clean new brick. Remove caulk from old brick, fill any sawcuts with material to color match.

DOOR SPECIFICATIONS

Chlorine Room Door

5 – 3/4" HMF with 4" head welded; reinforce for exit device & closer; masonry anchors.

Exterior HM flush door primed; prep for exit device; install 5" x 20" wire mesh lite (fire & safety rated).

Security hinges; heavy duty panic device with exterior mortise cylinder 1 – 1/4" SCHD US26D straight cam; door closer with hold open device; weather strip and brush sweep; no threshold.

Anchors to be used in lieu of masonry T anchors.

This door shall be of Right Hand Reverse orientation.

Main Entry Door

5 – ¾ ” HMF with 4” head welded; prep for deadbolt strike; masonry anchors.

Exterior HM flush door primed; prep deadbolt; install 5” x 20” wire mesh lite (fire & safety rated)

4.5 x 4.5 security pin hinges; 36” HD panic device; mortise lock 1 – ¼ ” Schlage; deadbolt with turnpiece inside; closer with hold open; weather strip; brush sweep; no threshold.

This door shall be mounted in the RIGHT HAND REVERSE orientation.



FIGURE 1



FIGURE 2



FIGURE 3

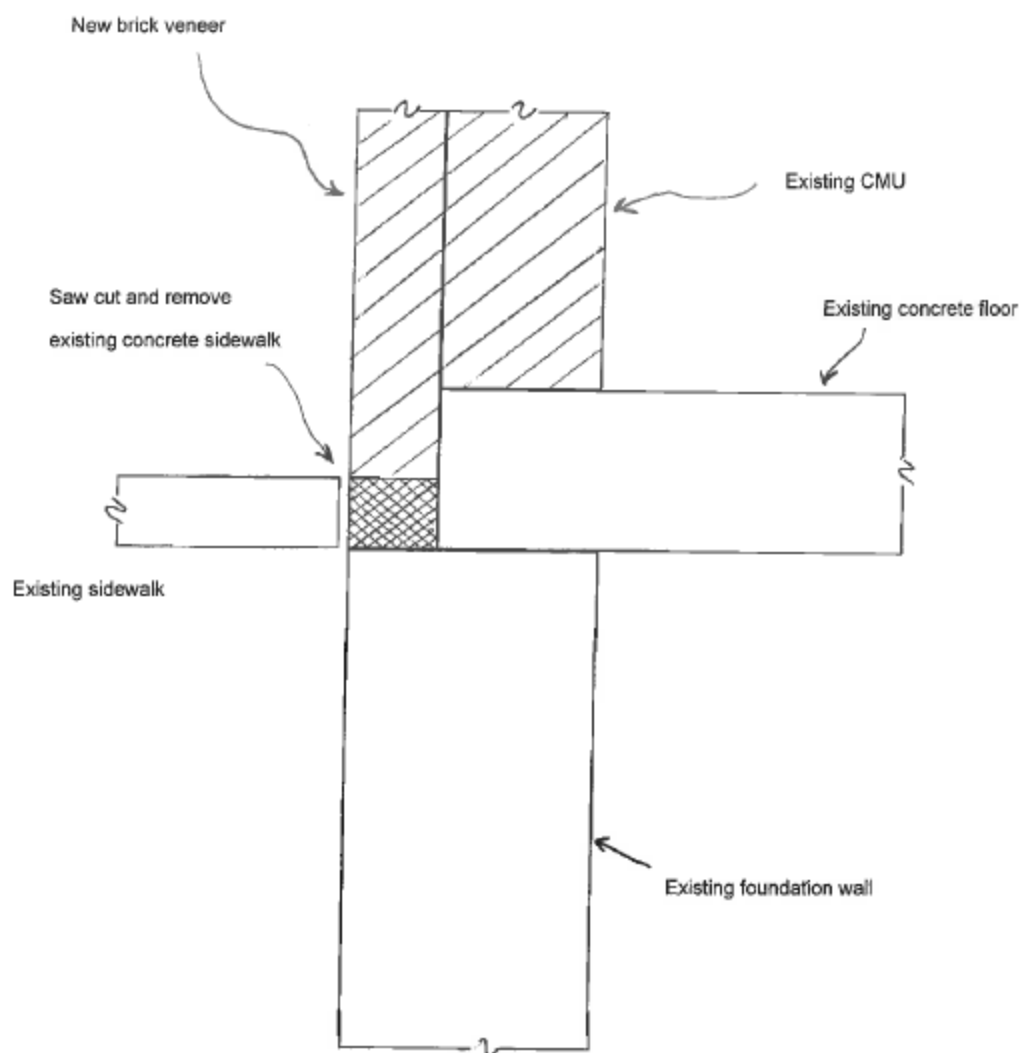


Figure 4

12.04.2013

12.02.2013





11.26.2013



11.26.2013



Attachment: Structural Damage Photos (1308 : 308 Wilson Avenue Building Renovation)

12.02.2013









Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 07/14/14 07:00 PM
Department: Administration
Department Head: Al Stonitsch
Category: Ordinance
Prepared By: Al Stonitsch

SCHEDULED

ORDINANCE 6247

DOC ID: 1330

Ordinance No. 6247-VC, An Ordinance Amending Title 1, Chapter 7-3 (A) (Village Attorney Appointment). (Village Manager Franz)

Background:

For many years, the Village has outsourced the Village Attorney functions through the law firm of Ancel, Glink (Chicago, Illinois). Over the last several months, however, the Village Board has been examining the potential of bringing the Village Attorney position in-house in order to enhance the level of service provided to the organization. In particular, there was an identified need to better incorporate the Village Attorney position into the day-to-day operations of the organization to:

- Assist Village Board and staff with developing strategies and tactics to meet key Village objectives
- Provide timely recommendations on risk management and loss prevention strategies that reduce litigation exposure
- Assist with negotiations and overall strategy
- Contain additional costs needed for outside counsel
- Develop institutional knowledge that will provide important depth and expertise within the organization

Over the last two years, the Village has averaged approximately \$154,915 in contractual legal services with Ancel, Glink, which equates to just under thirteen (13) hours per week (at a rate of \$235/hr).

Issues:

The Village President is recommending the appointment of Greg Mathews as the in-house Village Attorney. Mr. Mathews, under the current contract with Ancel, Glink, has served in the Village Attorney role since May 2013, and has performed exceptionally well in the position. He brings with him extensive trial experience in civil rights, insurance defense, government risk pool defense, product liability, premises liability, construction, land use, condemnation, discrimination and medical malpractice cases, and he has also argued successfully in the appellate courts. He has also served as an independent and circuit court arbitrator/mediator. Mathews holds a Bachelors of Arts degree from Yale University, and a Juris Doctorate from Indiana University.

Mr. Mathews also offers a tremendous depth with his institutional knowledge of both the organization and the community, having been a long-time resident of Glen Ellyn, as well as past Village President (2001-2005) and Trustee (1993-1997).

Village Code Amendment:

The Village President and Village Manager have agreed that the position should be a department head position that is hired by the Village Manager, subject to the approval of the Village Board, and reports directly to the Village Manager. As outlined in the proposed job description, the position

will support both the Village Board and Village staff and serve the organization as an in-house attorney (***Attachment 1***).

The current language in the Code provides the appointing authority to the Village President (with advice and consent of the Village Board). Thus, the Village President and Manager are recommending an ordinance amending the Code (***Attachment 2***) to transfer the appointment powers to the Village Manager. In addition to modifying the appointment authority for the Village Attorney position, the proposed ordinance also memorializes that the Village President, with advice and consent of Village Board, appoints the general contractor's law firm that will act as outside counsel to assist the Village Attorney.

Action Requested:

The Village President is recommending approval of the following actions:

1. Motion to approve an ordinance amending the Village Code, Section 1-7-3 (A), which provides the Village Manager with the appointment powers for the Village Attorney position, subject to the approval of the Village Board, and clarifies that the Village President, with advice and consent of Village Board, appoints the general contractor's law firm that will act as outside counsel for the Village Attorney position.

Attachments:

1. Job Description
2. Ordinance Amending Village Code re: Appointment of Village Attorney

ORDINANCE NO. _____-VC

**AN ORDINANCE AMENDING TITLE 1, CHAPTER 7-3 (A)
(VILLAGE ATTORNEY APPOINTMENT)**

OF THE VILLAGE OF GLEN ELLYN, ILLINOIS

WHEREAS, the Village of Glen Ellyn (“the Village”) is a home rule municipality in accordance with the Constitution of the State of Illinois 1907;

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs that protect the health, safety, and welfare of its citizens;

WHEREAS, the President and Board of Trustees have discussed and considered an amendment to the Village Code, wherein the Village Manager shall have the appointment authority for the Village Attorney position;

WHEREAS, to accomplish this objective it is furthermore appropriate to amend the Village Code in order to fully describe the role and duties of the full-time Village Attorney;

WHEREAS, the President and Board of Trustees have also discussed and considered an amendment to the Village Code, wherein the Village President, with the advice and consent of the Village Board, shall retain the appointment authority for the general contractor’s law firm that will act as outside counsel to assist the Village Attorney; and

WHEREAS, the President and Board of Trustees of the Village of Glen Ellyn have deemed it to be in the best interest of the Village to amend the Village Code accordingly.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, in exercise of its home rule powers, as follows:

SECTION ONE: Title 1, Chapter 7-3 (A) of the Glen Ellyn Village Code is hereby amended as follows:

(A) Appointment: The attorney for the village, an executive officer of the village, shall be appointed by the Village Manager, subject to the approval of the Village Board. The Village President, by and with the advice and consent of the board of trustees appoints the general contractor’s law firm that will act as outside counsel to assist the Village Attorney.

(B) Duties: The attorney for the village shall:

1. Prosecute and defend any and all suits or actions at law or equity to which the village may be a party or in which it may be interested;
2. See to the enforcement of all judgments or decrees rendered in favor of the village;
3. Advise the president and board of trustees on all legal questions affecting the village whenever requested so to do by any village official, and reduce any such opinion to writing when requested by the president;
4. Institute and complete all special assessment proceedings authorized by ordinance;
5. Draft ordinances, contracts, leases and other documents to which the village may be a party; and
6. Perform such other professional services incident to his office as may be required by the board of trustees or any of its committees.
7. The attorney for the village will work full time for the village. Certain duties of the attorney for the village may be performed by a general contractor and the members of the general contractor's law firm.

SECTION TWO: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the Village President and Board of Trustees of the Village of Glen Ellyn, Illinois, this _____ day of _____, 20_____.

AYES:

NAYS:

ABSENT:

APPROVED by the Village President of the Village of Glen Ellyn, Illinois, this _____ day of _____, 20_____.

Village President of the
Village of Glen Ellyn, Illinois

ATTEST:

Village Clerk of the
Village of Glen Ellyn, Illinois

(Published in pamphlet form and posted on the _____ day of _____, 20____.)

ATTACHMENTS:

- Village Attorney Job Description (DOCX)
- Ordinance Amending Village Code re: Village Manager Powers to Appoint Village Attorney (DOCX)

VILLAGE OF GLEN ELLYN

JOB DESCRIPTION

Job Title: Village Attorney

Exempt: Yes

Salary Range: Z

Reports To: Village Manager & President and Village Board

Department: Administration

Date: June, 2014

JOB SUMMARY

The Village Attorney serves as chief legal counsel to the Village Board, Village Manager, and Village management staff. Represents or advises the Village in legal proceedings and recommends outside counsel when required. Advises Village departments, Boards and Commissions; prepares and reviews ordinances, resolutions and all legal documents; acts as advisor to and/or member of various municipal commissions and Village Board standing committees. Participates in the development and implementation of Village goals, objectives, policies and priorities.

DUTIES AND RESPONSIBILITIES

The duties described below are indicative of what the Village Attorney might be asked to perform. This job description is to incorporate any municipal ordinances created for the position of Village Attorney. This is not an exhaustive list of job responsibilities and therefore other duties may be assigned:

- Acts as Village's chief legal counsel to the Village Board, Committees and Commissions, and management staff.
- Represents, as necessary, the Village in all legal proceedings in which the Village is a party before any court or master in chancery, or before any judicial, administrative or other body.
- Settle or compromise claims or suits as law or in equity to which the Village may be a party, either by judgment entry or otherwise, subject to Village Board approval.
- Draft written legal opinions on various subjects, as requested by Village President and Board, Village Manager, or his/her designee.
- Prepares or directs preparation of cases; advises Board/staff of appropriate strategies and alternatives; and monitors cases throughout the legal process.
- Drafts ordinances, resolutions, complaints and other documents required by the Village Board, Village Manager, and staff.
- Assists in the acquisition or disposition of real property by the Village by preparing necessary legal documents and monitoring proceedings. Attends numerous night

meetings which may include: Village Board meetings and workshops, standing committees of the Village Board, Commission meetings, and neighborhood meetings as needed.

- Coordinates selection, retention, management and evaluation of all outside counsel.
- Advises Village on legal aspects of its financing. Including assessing and advising on current and future business structures and legal entities.
- Reviews agreements, leases, and contracts.
- Assists in the interpretation and application of Village Code, including license and permit procedures; recommends amendments as necessary.
- Assists staff in responding to Freedom of Information Act requests in accordance with applicable law(s)
- Maintains knowledge of current federal, state, and local laws affecting municipalities
- Participates in continuous efforts to cost-effectively improve Village operations and services by working collaboratively across Departments
- Develops and manages Village's annual legal budget, as approved by Village Board
- Hires, trains, and assigns work; also evaluates assigned staff and issues discipline as required.
- Assists with and participates in the Village's loss presentation/risk management programs.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required at the time of hire or for the continuation of employment.

EDUCATION AND/OR EXPERIENCE:

- Juris Doctorate from a law school of recognized standing with admittance to both the Illinois Bar and the Federal Trial Bar
- Minimum of six (6) to eight (8) years experience in the practice of municipal law
- Proven litigation and trial experience in matters relating to municipal law
- A valid Illinois motor vehicle operator's license.

SKILLS AND ABILITIES

- Thorough knowledge of state, federal, and local laws and established precedents with emphasis on equal protection, due process, and civil rights.
- Thorough knowledge of Illinois municipal law and practice, including Robert's Rules of Order
- Knowledge of local government mission and operations
- Ability to establish and maintain effective working relationships with a diverse group of "clients" and staff throughout the Village and outside the organization.
- Ability to effectively represent the Village in litigation when necessary
- Ability to take control of situations, dictating subordinate activities in a responsible

- manner.
- Ability to instruct and train in methods and procedures.
- Ability to assign work, add or delete work scope; plan and establish priorities, and evaluate performance of assigned employee(s) or contractors.
- Skilled in legal research methodologies
- Ability to comprehend, retain and apply Village, State, and Federal policies and legislation, i.e. Village ordinances, procedure manuals, etc.

EQUIPMENT KNOWLEDGE REQUIRED

- Ability to operate various types of equipment – standard office equipment, computer and related software, including MS Office. Other equipment may be required.

LANGUAGE SKILLS

- Ability to communicate effectively with elected and appointed officials, co-workers, and the public.
- Ability to communicate effectively in both written and verbal form, and be adept at public speaking
- Ability to interpret and implement Village policies and procedures; written instructions, general correspondence; Federal, State, Village, and local regulations.

MATHEMATICAL SKILLS

- Ability to perform basic mathematical calculations.
- Ability to prepare and monitor assigned budgets.

REASONING ABILITY

- Ability to define and solve problems
- Ability to think quickly, maintain self-control, and adapt to stressful situations.
- Ability to use good judgement and effectively solve problems
- Ability to analyze issues from multiple perspectives, interpret findings, and recommend appropriate course of action

PHYSICAL AND WORK ENVIRONMENT

The physical and work environments described are representative of those that must be met by an employee to successfully perform the functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these functions.

Physical Environment:

- The duties of this job include physical activities such as sitting, standing, pushing, reaching, walking, lifting and/or moving (sometimes up to 10-15 pounds), grasping, talking, hearing/listening, seeing/observing, and repetitive motions.

- Specific vision abilities required by this job include close, distance and peripheral vision; depth perception; and the ability to adjust focus.
- Employee may travel between various Village offices in order to accomplish goals

Work Environment:

- Works in an office setting; required to attend numerous evening meetings.

VILLAGE OF GLEN ELLYN

ORDINANCE NO. _____-VC

**AN ORDINANCE AMENDING TITLE 1, CHAPTER 7-3 (A)
(VILLAGE ATTORNEY APPOINTMENT)**

OF THE VILLAGE OF GLEN ELLYN, ILLINOIS

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF GLEN ELLYN
DUPAGE COUNTY, ILLINOIS
THIS _____ DAY OF _____, 20_____**

Published in pamphlet form by the authority
Of the President and Board of Trustees of the
Village of Glen Ellyn, DuPage County,
Illinois, this _____ day of _____,
20_____.

ORDINANCE NO. _____-VC

**AN ORDINANCE AMENDING TITLE 1, CHAPTER 7-3 (A)
(VILLAGE ATTORNEY APPOINTMENT)**

OF THE VILLAGE OF GLEN ELLYN, ILLINOIS

WHEREAS, the Village of Glen Ellyn (“the Village”) is a home rule municipality in accordance with the Constitution of the State of Illinois 1907;

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs that protect the health, safety, and welfare of its citizens;

WHEREAS, the President and Board of Trustees have discussed and considered an amendment to the Village Code, wherein the Village Manager shall have the appointment authority for the Village Attorney position;

WHEREAS, the President and Board of Trustees have also discussed and considered an amendment to the Village Code, wherein the Village President, with the advice and consent of the Village Board, shall retain the appointment authority for the general contractor’s law firm that will act as outside counsel to assist the Village Attorney; and

WHEREAS, the President and Board of Trustees of the Village of Glen Ellyn have deemed it to be in the best interest of the Village to amend the Village Code accordingly.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, in exercise of its home rule powers, as follows:

SECTION ONE: Title 1, Chapter 7-3 (A) of the Glen Ellyn Village Code is hereby amended as follows:

(A) Appointment: The attorney for the village, an executive officer of the village, shall be appointed by the ~~President Village Manager by and with the advice and consent of the Board of Trustees~~, subject to the approval of the Village Board. The Village President, by and with the advice and consent of the board of trustees appoints the general contractor’s law firm that will act as outside counsel to assist the Village Attorney.

SECTION TWO: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the Village President and Board of Trustees of the Village of Glen Ellyn, Illinois, this _____ day of _____, 20_____.

AYES:

NAYS:

ABSENT:

APPROVED by the Village President of the Village of Glen Ellyn, Illinois, this _____ day of _____, 20_____.

Village President of the
Village of Glen Ellyn, Illinois

ATTEST:

Village Clerk of the
Village of Glen Ellyn, Illinois

(Published in pamphlet form and posted on the _____ day of _____, 20_____.)



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 07/14/14 07:00 PM
Department: Administration
Department Head: Al Stonitsch
Category: Resolution
Prepared By: Al Stonitsch

SCHEDULED

RESOLUTION 14-10

DOC ID: 1332

Resolution No. 14-10, A Resolution Approving and Authorizing An Employment Agreement with Greg Mathews as Part of his Appointment to the Village Attorney Position. (Village Manager Franz)

Background:

For many years, the Village has outsourced the Village Attorney functions through the law firm of Ancel, Glink (Chicago, IL). Over the last several months, however, the Village Board has been examining the potential of bringing the Village Attorney position in-house in order to enhance the level of service provided to the organization. In particular, there was an identified need to better incorporate the Village Attorney position into the day-to-day operations of the organization to:

- Assist Village Board and staff with developing strategies and tactics to meet key Village objectives
- Provide timely recommendations on risk management and loss prevention strategies that reduce litigation exposure
- Assist with negotiations and overall strategy
- Contain additional costs needed for outside counsel
- Develop institutional knowledge that will provide important depth and expertise within the organization

Over the last two years, the Village has averaged approximately \$154,915 in contractual legal services with Ancel, Glink, which equates to just under thirteen (13) hours per week (at a rate of \$235/hr).

Issues:

The Village President is recommending the appointment of Greg Mathews as the in-house Village Attorney. Mr. Mathews, under the current contract with Ancel, Glink, has served in the Village Attorney role since May 2013, and has performed exceptionally well in the position. He brings with him extensive trial experience in civil rights, insurance defense, government risk pool defense, product liability, premises liability, construction, land use, condemnation, discrimination and medical malpractice cases, and he has also argued successfully in the appellate courts. He has also served as an independent and circuit court arbitrator/mediator. Mathews holds a Bachelors of Arts degree from Yale University, and a Juris Doctorate from Indiana University.

Mr. Mathews also offers a tremendous depth with his institutional knowledge of both the organization and the community, having been a long-time resident of Glen Ellyn, as well as past Village President (2001-2005) and Trustee (1993-1997).

Employment Agreement:

A second action required by the Board is the approval of the Employment Agreement to appoint

Greg Mathews as Village Attorney (***Attachments 1 & 2***), effective July 21, 2014. As part of the negotiated terms of the agreement, Attorney Mathews and the Village have mutually agreed to the following pay and benefits:

- ✓ Starting base salary of \$140,000.00/year
- ✓ Eligibility and entitlement to participate in the standard fringe benefit programs (e.g. medical, dental, life, paid time off, etc.) available to all Village executive level staff
- ✓ Mobile phone stipend of \$75.00/month
- ✓ Eligibility for an annual performance bonus compensation payment, at the discretion and approval of Village Board

Budget:

The following table outlines the estimated annual expenses associated with the in-house Village Attorney position.

<i><u>Operations</u></i>	
Salary	\$ 140,000
*Bonus	\$ 20,000
Insurance	\$ 18,230
IMRF	\$ 12,000
Other	\$ 2,000
Cell Phone	\$ 600
Travel Reimbursement	\$ 150
Training	\$ 5,000
Westlaw	\$ 3,000
Court Costs	\$ 2,000
Office Supplies	\$ 500
Admin Assistant II-20 hours	\$ 30,000
Office Supplies	\$ 200
Total	\$ 233,680
*Estimate only; subject to Village Board's discretion and approval	
<i><u>Capital</u></i>	
Computer Equipment	\$ 4,500
Office Furniture	\$ 4,000
Total	\$ 8,500

Action Requested:

The Village President is recommending approval of the following actions:

1. Motion to approve a Resolution approving an employment agreement with Greg Mathews, which appoints him as Village Attorney, effective July 21, 2014.

Attachments:

1. Employment Agreement
2. Resolution Approving Employment Agreement

RESOLUTION NO. _____**A RESOLUTION APPROVING AND AUTHORIZING AN EMPLOYMENT AGREEMENT WITH GREG MATHEWS AS PART OF HIS APPOINTMENT TO THE VILLAGE ATTORNEY POSITION**

WHEREAS, the Village of Glen Ellyn (“the Village”) is a home rule municipality in accordance with the Constitution of the State of Illinois 1970;

WHEREAS, the corporate authorities have reviewed and discussed an employment agreement, herein attached as **Exhibit 1**, which appoints Greg Mathews as Village Attorney; and

WHEREAS, the Village Board has determined that it is in the public interest to appoint Greg Mathews as Village Attorney and to enter into an employment agreement for his legal services.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, in exercise of its home rule powers, as follows:

That the Village President and Village Clerk are hereby authorized and directed to execute the attached employment agreement with Greg Mathews as part of his appointment to the position of Village Attorney, effective July 21, 2014.

PASSED by the Village President and Board of Trustees of the Village of Glen Ellyn, Illinois, this _____ day of _____, 2014.

AYES:

NAYS:

ABSENT:

APPROVED by the Village President of the Village of Glen Ellyn, Illinois, this _____ day of _____, 2014.

Village President of the

Village of Glen Ellyn, Illinois

ATTEST:

Village Clerk of the
Village of Glen Ellyn, Illinois

(Published in pamphlet form and posted on the _____ day of _____, 2014.)

EXHIBIT 1

ATTACHMENTS:

- Employment Agreement-Village Attorney (PDF)

VILLAGE ATTORNEY EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of July, 2014 by and between the **VILLAGE OF GLEN ELLYN**, an Illinois special charter municipal corporation (the "Village"), and Gregory Mathews ("Mathews"), pursuant to Resolution adopted at the meeting of the Village Board of Trustees ("Village Board") held on July __, 2014.

WHEREAS, the Village desires to secure Mathews services as the Village Attorney under the terms, provisions, and conditions set forth in this Agreement; and

WHEREAS, Mathews desires to accept such employment under the terms, provisions, and conditions as set forth herein;

WHEREAS, the terms and conditions of employment of a Village Attorney are within the scope of the government and affairs of the Village of Glen Ellyn;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, including Mathews' employment by the Village, the compensation to be paid to Mathews, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Mathews hereby agree as follows:

Section 1. Employment and Duties.

- A. **Employment.** The Village shall, and does hereby agree to, employ Mathews as Village Attorney and Mathews shall, and does hereby agree to, accept employment with the Village as Village Attorney and to assume and perform the duties and responsibilities of Village Attorney, commencing July 21, 2014.
- i. The employment of Mathews as Village Attorney is subject to the successful completion of a medical examination and drug screening prior to employment with the Village. This conditional offer of employment requires Mathews to undergo a physical examination and drug screening performed by a Village-designated physician at the Village's expense. This conditional offer made to Mathews may be withdrawn in the event Mathews tests positive for drugs, or if any problem identified during the medical examination would prevent Mathews from performing the essential job functions of the Village Attorney position, and cannot reasonably be accommodated by the Village.
- B. **Duties.** As Village Attorney, Mathews shall perform all duties and activities associated with the position of Village Attorney as set forth in the Village Code, as the same may from time to time be amended, and also as set forth in Exhibit A to this Agreement. Mathews shall engage in any and all other activities and shall perform such other legal, permissible, and proper tasks as may be assigned to him from time to time by the Village Manager ,the Village President and Village

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Board or any duly authorized and appropriate boards, committees, or commissions of the Village.

Mathews shall abide by all policies and decisions of the Village whether now or hereafter existing.

Mathews shall report directly to the Village Manager, and shall keep the Village President and Village Board fully informed of his activities.

- C. Exclusive Employment. Mathews shall work exclusively for the Village and shall work diligently utilizing his best efforts in the performance of the services hereunder. Mathews shall devote his entire business time, attention, and energies to the performance of the services hereunder, giving honest, diligent, loyal, and cooperative service to the Village and shall not, without the prior written consent of the Village Manager, engage in any other income or profit generating activities. Additionally, Mathews shall not engage in any activities that are in conflict with (or could be viewed as conflicting with) his employment and duties with the Village.

Section 2. Term and Termination.

- A. At-Will Employment. The term of Mathews' employment by the Village is at the will and desire of the Village Manager (with the advice and consent of the Village Board) and is not for a fixed or stated term. Accordingly, this Agreement is terminable at will by either party in the manner set forth in this Section 2. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Village Manager to terminate the services of Mathews at any time, with the advice and consent of the Village Board as provided in the Village Code. Nothing contained in this Agreement shall be deemed or construed as creating any property or other right to a continuation of Mathews' employment in any capacity.
- B. Severance Provisions. In the event that the Village terminates this Agreement during such time as Mathews is willing and able to perform the duties of Village Attorney and provided that Mathews has satisfactorily performed his duties as Village Attorney and has not breached this Agreement, or violated Village Policy, and/or the Village Code, as may be amended from time to time, and provided further that Mathews has not been convicted of any felony or any crime involving moral turpitude, the Village shall exercise in its discretion one of the following two severance options, which option shall be the full extent of the liability of the Village to Mathews resulting from this Agreement or his employment as Village Attorney:

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- (i) The Village may deliver to Mathews a written notice of termination that will allow Mathews to remain in the employment of the Village as a consultant with all the salary; health, dental, and life insurance; and pension benefits provided for herein for a period of fifty-six (56) calendar days following the issuance of the notice of termination. In addition, within 15 days after delivery of such notice of termination, Mathews shall be entitled to receive a lump sum payment for 100% of his accrued and unused annual leave time as of the date of delivery of such notice of termination. For purposes of this Agreement, annual leave shall be calculated and paid in accordance with the Village of Glen Ellyn Personnel Policy. In his role of consultant as herein described, Mathews shall only perform those duties as directed by the Village Manager or his/her designee, notwithstanding any provision to the contrary in the Glen Ellyn Village Code or Illinois statutes. During this fifty-six (56) calendar day severance period, Mathews agrees to make no public statements that could be reasonably interpreted as disparaging the Village, its elected officials, or any Village employees. Failure to abide by this provision will result in immediate forfeiture of benefits under this provision, with no further legal recourse by Mathews; or
 - (ii) The Village may deliver to Mathews a written notice of termination that will entitle Mathews to a lump sum cash payment in an amount equal to eight weeks of salary only (as determined at his then current rate of pay), plus payment for 100% of his accrued and unused annual leave time as of the date of his notice of termination.
- C. Voluntary Termination/Resignation. In the event that Mathews desires to terminate this Agreement, he shall deliver a written notice of termination to the Village not less than ninety (90) days prior to the effective date of his resignation. Voluntary resignation by Mathews will result in a loss of all further salary or other severance pay to him by the Village, except payment for accrued but unused Annual leave.
- D. Termination by Death or Permanent Disability.
 - (i) Notwithstanding anything in this Section to the contrary, in the event of Mathews' death, this Agreement shall terminate automatically and without any liability of the Village to Mathews or his estate, except Mathews' estate shall be entitled to payment for one hundred percent (100%) of any of his accrued and unused annual leave.
 - (ii) If there is any question regarding Mathews' fitness for duty during the term of this Agreement, he agrees to submit to a medical evaluation by a doctor or doctors selected by the Village, and to cooperate fully in

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connection with any medical or other evaluation. In the event of a permanent disability which renders Mathews unable to perform his essential job duties with or without reasonable accommodation as Village Attorney, as determined by a medical doctor or other medical professional selected by the Village, then notwithstanding anything in this Agreement to the contrary, this Agreement shall terminate automatically and without any liability of the Village to Mathews, except Mathews shall be entitled to a lump sum payment equal to six (6) months' salary, payment for one hundred percent (100%) of any of his accrued and unused annual leave time.

Should Mathews be temporarily unable to perform any of or all of his duties as Village Attorney by reason of illness, accident, incapacity or other cause reasonably beyond his control, and should this disability continue for a period in excess of his accrued days of paid sick leave and other paid leave days, but is less than a permanent disability, the Village may elect to place Mathews on a temporary unpaid leave or terminate his employment, as provided in Section 2(B), unless otherwise prohibited by applicable law. Nothing in this Subsection (ii) should be construed as modifying Mathews' at will employment status, or otherwise limiting the Village's right to terminate Mathews pursuant to Section 2A and 2B of this Agreement.

- E. Post Termination Cooperation. Mathews agrees that should his employment terminate, then, for a period of 5 years after such termination, if requested by the Village, he shall cooperate with and assist the Village in any investigations, proceedings, or actions arising out of, relating to or in connection with Mathews' employment by the Village, or relating to any matter in which Mathews was or is involved while an employee of the Village or performing services for the Village or of which Mathews has knowledge, subject to reasonable reimbursement for travel and other related expenses, which are documented in accordance with the Village purchasing and/or travel and training policies (which may be amended from time to time), applicable tax laws, and which are approved by the Village in writing in advance.

Section 3. Compensation.

- A. Base Salary. The Village shall pay Mathews a base salary at least at the rate of One Hundred Forty Thousand Dollars (\$140,000.00) per year on an annualized basis, payable in installments in accordance with the Village's normal payroll practices. Thereafter, and without being obligated to make any further adjustment in base salary, the Village Board shall review Mathews' base salary on an annual basis, which salary may be adjusted from time to time as the Village Board, in its sole discretion, may determine. The Village shall review and evaluate Mathews'

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performance at least once annually. This review and evaluation shall be in accordance with criteria developed by the Village, in consultation with Mathews. The evaluation criteria may be amended by the Village from time to time,.

In addition the Village reserves the right to recognize and reward special contributions Mathews makes to the Village and may, from time to time and in the Village Board's sole discretion, pay Mathews such additional bonus compensation, if any, as the Village deems appropriate. Such bonus shall be based on factors such as Mathews' job performance, the amount of attorneys' fees recouped by the Village on Mathews' time, and the savings realized in the Village's use of outside counsel.

- B. Insurance and Benefits Programs. Mathews shall be eligible and entitled to participate in all benefit programs available to executive staff level employees, subject to the rules and regulations applicable thereto, on the same terms applicable to comparable level employees, including insurance and retirement benefit plans or programs of the Village, medical and dental plans and the Illinois Municipal Retirement Fund. The Village reserves the sole and exclusive right, in compliance with any applicable laws, to change, modify or eliminate in its entirety any such benefits and nothing contained in this Agreement shall be deemed or construed as creating any property rights or other right to a continuation thereof.
- C. Village Benefits Except as specifically modified by this Agreement, Mathews will receive 9 holidays, 2 floating holidays, long term sick leave benefits, as well as pension and term life insurance as provided for in the Village Personnel Manual that any other non-sworn, exempt employee of the Village is afforded, as the Manual may be changed from time to time by the Village. Mathews shall accrue annual leave in accordance the terms of the Village's annual leave policy, except beginning with (a) his first (1st) year of employment, he shall be treated as if he were eligible to accrue 22 days of annual leave, (b) his second (2nd) year of employment, he shall be treated as if he were eligible to accrue 24 days of annual leave, and (c) his third (3rd) year of employment, he shall be treated as if he were eligible to accrue 26 days of annual leave. Mathews may accumulate up to a maximum rolling cap of 40 total days of annual leave at any one time.
- D. Mobile Phone and Data Allowance. The Village shall provide Mathews a mobile phone and data allowance of Seventy Five Dollars (\$75) per month.
- E. Business Expenses. Mathews shall be entitled to reimbursement of all necessary and reasonable expenses incurred by him in the performance of his duties, tasks, and responsibilities under this Agreement, subject to the presentation of appropriate vouchers and receipts in accordance with all applicable Village rules and policies and subject to review and approval by the Village Board. This shall

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include membership in two bar associations, all reasonable expenses associated with continuing legal education requirements, and reasonable expenses associated with software applications utilized by Mathews in the performance of his duties.

- F. No Tax Liability. Nothing in this Agreement shall be deemed or interpreted as requiring the Village to pay, directly or by way of reimbursement to Mathews, any federal or state income tax liability that Mathews may incur as a result of this Agreement or any of the benefits or transactions contemplated herein.

Section 4. Miscellaneous.

- A. Notice. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed given either upon delivery of such notice in person or on the second business day after posting by certified mail with postage prepaid and with return receipt requested, addressed as follows to the party to whom notice is given, unless the address is modified in any notice subsequently given by such party:

If to the Village:

Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137
Attention: Village President

If to Mathews:

Mr. Greg Mathews
704 Elm Street
Glen Ellyn, Illinois 60137

- B. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to employment of Mathews and supersedes all prior written and oral agreements or understandings pertaining thereto. The Parties have not relied on any statements, promises or representations not expressly stated herein.
- C. Amendments. No amendments, changes, modifications, alterations or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- D. No Waiver. No delay on the part of any party in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by any party of any right or remedy shall preclude other or further exercise thereof or the exercise of

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any other right or remedy. The waiver of any breach or condition of this Agreement by any party shall not constitute a precedent in the future enforcement of any of the terms and conditions of this Agreement.

- E. Assignment; Binding Effect. This Agreement with respect to Mathews is personal in nature and Mathews shall not assign the same or any obligations hereunder, provided that Mathews may assign his right to payment hereunder with the consent of the Village. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, except as hereinbefore limited.
- F. Severability. Whenever possible, each provision of this Agreement shall be construed and interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application thereof to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or any other provision of this Agreement or the application of such provision to other parties or circumstances.
- G. Acknowledgments. The parties mutually acknowledge that they have entered into this Agreement voluntarily and have had an opportunity to have the Agreement reviewed by counsel by their choosing and that this Agreement shall be deemed to have been drafted jointly by the parties, and any uncertainty or ambiguity shall not be construed for or against either party as an attribution of drafting to either party
- H. Headings. The headings of the sections, paragraphs, and other parts of this Agreement are for convenience and reference only and in no way define, extend, limit, or describe the scope or intent of this Agreement or the intent of any provision hereof.

Section 5. Governing Law.

The execution, validity, construction, interpretation, performance and enforceability of this Agreement shall be governed in all respects by the domestic laws of the United States and the State of Illinois applicable to agreements made and to be performed entirely within the State of Illinois, without giving effect to any choice of law, or any principles of comity, or conflict of law provision, or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument as of the day and year first above written.

VILLAGE OF GLEN ELLYN

By: _____
Village President

ATTEST:

Village Clerk

ATTEST:

EXHIBIT A

The Village Attorney shall be appointed by the Village Manager, subject to the approval of the Village Board and President, and shall be the head of the Legal Department of the Village. The Legal Department shall include such assistants as may be authorized by the Village Manager within the limits of the annual budget. Such village attorney shall have been admitted to practice before the courts of the state. the Village Attorney shall be responsible for the duties assigned in the official Job Description that shall be updated from time to time by the Village Manager or his designee and perform the general job responsibilities as follows:

1. Acts as Village's chief legal counsel to the Village Board, Committees and Commissions, and management staff.
2. See to the enforcement of all judgments or decrees rendered in favor of the village;
3. Advise the president and board of trustees on all legal questions affecting the village whenever requested so to do by any village official, and reduce any such opinion to writing when requested;
4. Institute and complete all special assessment proceedings authorized by ordinance;
5. Advise all administrative and legislative officers of the Village as to the legality of any proposed action;
6. Coordinate and assist in all risk management activities conducted by the Village and shall act as a liaison to the Village liability insurance pool and manage Village involvement in litigation;
7. Represents, as necessary, the Village in all legal proceedings in which the Village is a party before any court or master in chancery, or before any judicial, administrative or other body.
8. Settle or compromise claims or suits as law or in equity to which the Village may be a party, either by judgment entry or otherwise, subject to Village Board approval.
9. Coordinates selection, retention, management and evaluation of all outside counsel.



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 07/14/14 07:00 PM
Department: Planning & Development
Department Head: Staci Hulseberg
Category: Agreement
Prepared By: Staci Hulseberg

SCHEDULED

ORDINANCE 6248

DOC ID: 1331

1. Motion to open the Public Hearing to consider an annexation agreement and operating agreement for a portion of the Glen Oak Country Club located north and south of Hill Avenue between Spring Avenue and the east branch of the DuPage River commonly known as 21W451 Hill Avenue. 2. Ordinance No. 6248, An Ordinance Approving an Annexation Agreement and Operating Agreement for a portion of the Glen Oak Country Club Located North and South of Hill Avenue between Spring Avenue and the East Branch of the DuPage River Commonly Known as 21W451 Hill Avenue. 3. Motion to close the Public Hearing considering an annexation agreement and operating agreement for a portion of the Glen Oak Country Club located north and south of Hill Avenue between Spring Avenue and the east branch of the DuPage River commonly known as 21W451 Hill Avenue.

Background Since 2004, the Village and Glen Oak Country Club have been in periodic discussions regarding the Club's interest in connection to the Village's Lake Michigan water system to improve the water quality and the fire sprinkler volume and pressure on Club property. It is a long-standing Village policy that connection to Village utilities only be permitted in conjunction with annexation to the Village if the property is contiguous to Village limits. If the property is not contiguous, utility connection is only allowed following the execution of an acceptable annexation agreement (sometimes called a pre-annexation agreement) that serves as the property owner's promise to annex the property once it becomes contiguous to the Village limits. These are standard requirements in Chicago-area municipalities.

Glen Oak has not been interested in annexing the entire Country Club property to the Village of Glen Ellyn. Therefore, in 2004, discussion began about the creative possibility of annexing a portion of the Country Club property which would still bring the Village limits adjacent to the industrial properties to the east on Hill Avenue. The Village Board in place at the time was only willing to consider this unusual partial annexation request provided the Village had authority over future land use and that revenues were collected as if the entire Country Club were annexed into the Village. In 2006, a draft annexation agreement and operating agreement were prepared incorporating these and other terms important to the parties.

Over the years, the Country Club's interest in obtaining Village water fluctuated and Village staff and Country Club representatives met periodically to renew discussions and revise the draft agreements. Village staff recently engaged in continued discussions regarding this subject with some new

Country Club representatives. The newly involved representatives requested a variety of revisions to the draft agreements. Following many meetings and discussions, drafts agreeable to the Country Club and Village staff have been finalized for Village Board consideration.

While it is customary for the Village Board to be presented with all development and annexation requests for a single project at the same time, the Country Club requested that the agreements be acted on by the Village Board in advance of the zoning entitlements so the terms could be memorialized by the parties. We tentatively anticipate the zoning and appearance review requests being scheduled for Village Board consideration in late August.

Proposed Annexation The proposed annexation includes a 300-foot wide strip of the Country Club's property located directly adjacent to and south of Hill Avenue, a small parcel of land on the south side of Hill Avenue and east of the intersection of Hill Avenue and Spring Avenue, as well as two parcels of land generally bounded by Golf Avenue to the west, Hill Avenue to the south and Fairway Street to the north. The remainder of the Country Club property would remain unincorporated. The subject properties are located in unincorporated DuPage County, are contiguous to the Village Limits, and are identified on the Plat of Annexation (Exhibit B to the Annexation Agreement). Upon annexation, the subject property would be classified as CR Conservation Recreation District and would be granted a special use for a public or private recreational facility where buildings do not occupy more than 10 percent of the site area.

Copies of the draft annexation agreement and draft operating agreement (Exhibit F to the annexation agreement) are attached for your review. There may be minor revisions to the agreements prior to execution as some of the final language is still being clarified. Therefore, we are requesting that the Village Board approve the agreements in form with the final documents subject to Village Attorney review. Further, the exhibits may be replaced with more current versions of the same plans if those documents are revised in response to Village staff or Plan Commission/Architectural Review Commission comments.

Some of the more notable provisions of the agreements are listed below.

Annexation Agreement

- Carries a term of 20 years
- Provides for the annexation of approximately 19 acres of Glen Oak Country Club property while approximately 133 acres remain unincorporated
- States that the annexed property will be zoned CR Conservation Recreation District and the requested special use permit will be granted within 60 days
- Allows the existing chain link property fence and gravel parking lots to remain, provided that upon replacement they will be brought into conformance with the applicable Village codes and ordinances
- Requires the concurrent execution of the Operating Agreement
- During the term of the agreement, the property cannot be disconnected from the Village
- The Country Club agrees to dedicate parts of Hill Avenue and Golf Avenue to the Village

Operating Agreement (Exhibit F to the Annexation Agreement)

- Carries a term of 50 years
- States that the Country Club will pay 115% of the resident “Within Village” water rates as established by Village ordinance
- Provides for the Country Club to prepare the plans for, and construct, a 12-inch public water main along Hill Avenue from Cumnor Avenue to the east right-of-way line of Golf Avenue
- In the event of an uncured material breach of the agreement by the Country Club, the Village shall have the right to terminate water service
- During the term of the agreement, the property cannot be disconnected from the Village
- The Country Club will annually pay to the Village a portion of the tax revenues that the Village would have received in the prior calendar year had the entire Country Club property been annexed to the Village including the Home Rule Sales tax, Village property tax, Village utility taxes, and head taxes for any individuals residing on Country Club property totaling approximately \$45,000 per year
- The Village will not annex any portion of the unincorporated Country Club property while the agreement is in effect without the consent of the Country Club
- Any future uses on the annexed Country Club property, which could include tennis courts, paddle tennis courts, ice skating rinks, an indoor golf training/conditioning facility, and material storage silos, will be subject to the Village’s codes and ordinances and subject to the normal and customary permits and approvals from the Village and/or DuPage County
- The Country Club may seek a license agreement from the Village to install and maintain landscape plantings extending into the Hill Avenue and Spring Avenue rights-of-way in conjunction with the construction of future monument signage proposed on unincorporated Country Club property
- The Country Club may construct a new pedestrian crosswalk and traffic control device at the intersection of Hill Avenue and Golf Avenue and may remove or modify the existing overhead flashing warning signal provided the proposal is reviewed and approved by the appropriate authorities
- Subject to the usual and customary Village approval processes, the 3.5 acres of Country Club property located within the Village on Shady Lane may be improved in the future with pedestrian trails, parking lots and driveways, ice skating rinks, non-habitable warming shelters, fences, and/or fire pits
- Even while unincorporated, any addition, modification, new construction or remodeling on the Country Club property shall comply with the Village’s fire suppression sprinkler requirements

Village Board Action It is requested that the Village Board:

1. Conduct a public hearing to consider an annexation agreement for the Glen Oak Country Club
2. Approve the attached form of the annexation agreement and operating agreement for the Glen Oak Country Club, subject to final approval of the Village Attorney

Attachments

- Ordinance
- Annexation Agreement

C: Phil Norton, Police Chief
Julius Hansen, Public Works Director
Bob Minix, Professional Engineer
Joe Kvapil, Building and Zoning Official
Michele Stegall, Village Planner
Ray Ulreich, Stormwater Engineer

S:\Annexations\Glen Oak Country Club\VB Agenda Item for Annex Agmt Operating Agmt 7-7-14.docx

Ordinance No. _____

**An Ordinance Approving an Annexation Agreement and Operating Agreement
for a portion of the Glen Oak Country Club
Located North and South of Hill Avenue between Spring Avenue and
the East Branch of the DuPage River
Commonly Known as 21W451 Hill Avenue
Glen Ellyn, IL**

Whereas, the Glen Oak Country Club, owner of property located at 21W451 Hill Avenue, has petitioned the President and Board of Trustees of the Village of Glen Ellyn for approval of an annexation agreement and operating agreement in order to accommodate the connection of the Country Club Property to Glen Ellyn water; and

Whereas, the property subject to the annexation agreement is legally described on Exhibit “A” attached hereto; and

Whereas, the Village has issued, delivered and published all statutorily required notices regarding the consideration of the proposed annexation agreement; and

Whereas, the Glen Oak Country Club, legal owner of the property, has agreed to the terms of the annexation agreement attached hereto and has signed said agreement binding the Country Club and its successors in interest to the terms of the agreement; and

Whereas, in accordance with all statutorily required notices, on July 14, 2014, the Village Board conducted a public hearing on the proposed annexation agreement; and

Whereas, after due consideration and pursuant to the aforesaid public hearing, the President and Board of Trustees deem it in the best interest of the Village of Glen Ellyn to enter into the annexation agreement, attached hereto as Exhibit “B”.

Now, Therefore, be it Ordained by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in the exercise of its home rule powers, as

follows:

Section One: The foregoing recitals and the preambles in the annexation agreement attached hereto as Exhibit “B” shall be, and are hereby, incorporated into and made a part of this Ordinance as if fully set forth in this Section One.

Section Two: The Village President and Village Clerk are hereby authorized and directed to execute and attest the annexation agreement for 21W451 Hill Avenue, a copy of which is attached hereto as Exhibit “B”.

Section Three: The Village Clerk is hereby authorized and directed to cause said annexation agreement to be recorded with the Recorder of Deeds of DuPage County, upon the proper execution of the same on behalf of all of the parties, together with a certified copy of this Ordinance approving the execution of the annexation agreement on behalf of the Village of Glen Ellyn.

Section Four: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this ____ day of _____, 20____.

Ayes:

Nays:

Absent:

Abstentions:

Approved by the Village President of the Village of Glen Ellyn, Illinois, this ____ day of _____, 20____.

Village President of the
Village of Glen Ellyn, Illinois

Attest:

Village Clerk of the
Village of Glen Ellyn, Illinois

(Published in pamphlet form and posted on the ____ day of _____)

S:\Annexations\Glen Oak Country Club\Ordinance Approving AA 7-8-14.docx

**EXHIBIT A
SUBJECT PROPERTY**

PARCEL 1 (1ST HOLE PARCEL):

THAT PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF HILL AVENUE AND THE NORTHERLY EXTENSION OF THE EAST LINE OF SPRING AVENUE; THENCE NORTH 47 DEGREES 23 MINUTES 51 SECONDS EAST, 144.08 FEET, ALONG SAID CENTERLINE TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHEAST ALONG THE LAST DESCRIBED COURSE, 26.82 FEET, ALONG SAID CENTERLINE; THENCE SOUTH 42 DEGREES 36 MINUTES 09 SECONDS EAST, 33.00 FEET TO A LINE THAT IS 33.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID CENTERLINE; THENCE NORTH 47 DEGREES 23 MINUTES 51 SECONDS EAST, 36.67 FEET ALONG SAID PARALLEL LINE; THENCE SOUTH 42 DEGREES 36 MINUTES 09 SECONDS EAST, 100.00 FEET TO A LINE THAT IS 133.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID CENTERLINE; THENCE SOUTH 47 DEGREES 23 MINUTES 51 SECONDS WEST, 100.00 FEET, ALONG SAID PARALLEL LINE; THENCE NORTH 42 DEGREES 36 MINUTES 09 SECONDS WEST, 100.00 FEET TO A LINE THAT IS 33.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID CENTERLINE; THENCE NORTH 47 DEGREES 23 MINUTES 51 SECONDS EAST, 36.51 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 42 DEGREES 36 MINUTES 09 SECONDS WEST, 33.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2 (9TH HOLE PARCEL):

THAT PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE EASTERLY MOST CORNER OF LOT 10 IN GLEN OAK SUBDIVISION; THENCE SOUTH 43 DEGREES 01 MINUTES 02 SECONDS EAST, 165.40 FEET ALONG THE NORTHEASTERLY LINE OF PARCEL CONVEYED PER DOCUMENT R2005-031173 TO THE CENTERLINE OF HILL AVENUE, BEING THE POINT OF BEGINNING; THENCE NORTH 40 DEGREES 01 MINUTES 08 SECONDS EAST, 860.20 FEET; THENCE NORTH 48 DEGREES 20 MINUTES 23 SECONDS EAST, 245.22 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF ILLINOIS PRAIRIE PATH (FORMERLY AURORA, ELGIN & CHICAGO RAILWAY); THENCE NORTH 81 DEGREES 46 MINUTES 41 SECONDS EAST, 59.89 FEET ALONG SAID WESTERLY EXTENSION LINE TO A LINE THAT IS 33.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF HILL AVENUE; THENCE SOUTH 48 DEGREES 20 MINUTES 23 SECONDS WEST, 175.50 FEET ALONG SAID PARALLEL LINE TO THE SOUTHEASTERLY LINE OF PARCEL CONVEYED PER DEED RECORDED IN BOOK 88, PAGE 165; THENCE NORTH 62 DEGREES 47 MINUTES 02 SECONDS EAST, 297.13 FEET ALONG SAID SOUTHEASTERLY LINE TO AFOREMENTIONED SOUTH LINE OF ILLINOIS PRAIRIE PATH; THENCE NORTH 81 DEGREES 46 MINUTES 41 SECONDS EAST, 1236.97

FEET ALONG SAID SOUTH LINE OF ILLINOIS PRAIRIE PATH TO THE CENTERLINE OF EAST BRANCH OF DUPAGE RIVER (THE FOLLOWING 2 COURSES ARE ALONG SAID CENTERLINE); THENCE SOUTH 32 DEGREES 49 MINUTES 40 SECONDS EAST, 288.57 FEET; THENCE SOUTH 19 DEGREES 27 MINUTES 36 SECONDS EAST, 38.37 FEET TO A LINE THAT IS 300.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID SOUTH LINE OF ILLINOIS PRAIRIE PATH; THENCE SOUTH 81 DEGREES 46 MINUTES 41 SECONDS WEST, 1314.41 FEET ALONG SAID PARALLEL LINE TO A LINE THAT IS 300.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH AFOREMENTIONED SOUTHEASTERLY LINE OF PARCEL CONVEYED PER DEED RECORDED IN BOOK 88, PAGE 165; THENCE SOUTH 62 DEGREES 47 MINUTES 02 SECONDS WEST, 208.93 FEET ALONG SAID PARALLEL LINE TO A LINE THAT IS 333.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH AFOREMENTIONED CENTERLINE OF HILL AVENUE (THE FOLLOWING 2 COURSES ARE ALONG SAID PARALLEL LINE); THENCE SOUTH 48 DEGREES 20 MINUTES 23 SECONDS WEST, 57.49 FEET; THENCE SOUTH 40 DEGREES 01 MINUTES 08 SECONDS WEST, 636.49 FEET TO A LINE THAT IS 300.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH AFOREMENTIONED NORTHEASTERLY LINE OF ACORN AVENUE; THENCE NORTH 53 DEGREES 14 MINUTES 45 SECONDS WEST, 300.49 FEET ALONG SAID PARALLEL LINE TO A LINE THAT IS 33.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH AFOREMENTIONED CENTERLINE OF HILL AVENUE; THENCE SOUTH 40 DEGREES 01 MINUTES 08 SECONDS WEST, 182.35 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 49 DEGREES 58 MINUTES 52 SECONDS WEST, 33.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3 (PARKING LOT PARCEL):

THAT PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 7.15 CHAINS NORTH OF THE QUARTER STAKE IN THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 89 3/4 DEGREES WEST, 14.66 CHAINS TO A STAKE; THENCE NORTH 1/2 DEGREES EAST, 5.32 CHAINS TO THE CENTER OF THE ROAD, THENCE NORTH 48 DEGREES EAST ALONG CENTER OF ROAD 8.01 CHAINS TO THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF EMERSON AVENUE, NOW KNOWN AS CUMNOR AVENUE, EXTENDED SOUTHEASTERLY WITH THE CENTERLINE OF PUBLIC HIGHWAY KNOWN AS HILL AVENUE FOR A PLACE OF BEGINNING; THENCE NORTH 35 DEGREES 26 MINUTES WEST ALONG SAID NORTHEASTERLY LINE OF EMERSON AVENUE, 137.28 FEET TO THE SOUTHERLY CORNER OF LOT 14 IN GLEN OAK SUBDIVISION; THENCE NORTH 43 DEGREES 55 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 14, 13, 12, 11 AND 10 IN GLEN OAK SUBDIVISION AND ALONG SOUTHEASTERLY END OF GOLF AVENUE 656.0 FEET TO THE SOUTHERLY CORNER OF LOT 9 IN SAID SUBDIVISION; THENCE NORTH 44 DEGREES 03 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 9, 8 AND 7 IN SAID SUBDIVISION, 353.2 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 7;

THENCE SOUTH 52 DEGREES 19 MINUTES EAST ALONG THE SOUTHWESTERLY LINE OF ACORN AVENUE, 142.5 FEET TO THE CENTERLINE OF THE PUBLIC HIGHWAY KNOWN AS HILL AVENUE; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF HILL AVENUE, TO THE PLACE OF BEGINNING, EXCEPT THAT PART LYING SOUTHWESTERLY OF A LINE DRAWN FROM THE MOST EASTERLY CORNER OF LOT 10 IN GLEN OAK SUBDIVISION, TO A POINT ON THE CENTERLINE OF HILL AVENUE, WHICH IS 20.0 FEET SOUTHWESTERLY, AS MEASURED ALONG SAID CENTERLINE, OF GOLF AVENUE AS EXTENDED, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4 (GOLF AVENUE PARCEL):

LOT 9 IN GLEN OAK, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 13, 1913 AS DOCUMENT 110577, IN DUPAGE COUNTY, ILLINOIS.

ATTACHMENTS:

- Draft Annexation Agreement 6-6-14 (DOCX)
- EXHIBIT A - Legal Description 4-16-14 (PDF)
- EXHIBIT B - Plat of Annexation 4-16-14 (PDF)
- EXHIBIT D - Legal Description of the Six Lot Parcel 4-14-14 (PDF)
- EXHIBIT E - Plat of Dedication 4-16-14 (PDF)
- EXHIBIT F - Draft Operating Agreement (DOCX)
- EXHIBIT C - Description of Country Club Property 4-16-14 (PDF)

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT made and entered into this ____ day of _____, 2014 between the **VILLAGE OF GLEN ELLYN**, an Illinois municipal corporation, located in DuPage County, Illinois (hereinafter referred to as the "Village"), and the **GLEN OAK COUNTRY CLUB**, an Illinois not-for-profit corporation (hereinafter referred to as the "Owner").

WITNESSETH:

WHEREAS, the Owner is the owner of the property legally described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Subject Property"), which property is subject to this Annexation Agreement; and

WHEREAS, the Subject Property consists of several parcels of land, being the "First Hole Parcel, the "Ninth Hole Parcel," the "Parking Lot Parcel," and the "Golf Avenue Parcel," which parcels, together with the adjacent roadway rights-of-way or roadway easement, are all as depicted and legally described on Exhibit B attached hereto and made a part hereof; and

WHEREAS, the Subject Property is a portion of a larger tract of land commonly known as the Glen Oak Country Club (the "Country Club Properties"), which is legally described on Exhibit C attached hereto and made a part hereof; and

WHEREAS, a portion of the Country Club Properties which are legally described on Exhibit C (the Shady Lane Parcel), currently lies within the corporate boundaries of the Village and is zoned in the R-2 Residential District; and

WHEREAS, a parcel of land formerly owned by Owner but subsequently conveyed to a third party which parcel of land is legally described on Exhibit D (the Six Lot Parcel) has since been annexed to and currently lies within the corporate boundaries of the Village; and

WHEREAS, the Owner has agreed to dedicate parts of Hill Avenue and Golf Avenue to the Village, as legally described on Exhibit E, in conjunction with the annexation of the Subject Property; and

WHEREAS, after annexation of the Subject Property, the Subject Property and Shady Lane Parcel will lie within the corporate boundaries of the Village, while the remainder of the Country Club Property will remain unincorporated (the "Unincorporated Country Club Parcel"); and WHEREAS, the parties mutually desire that the Subject Property be annexed to the Village and that the Subject Property thereafter be within the corporate boundaries of the Village; and

WHEREAS, the parties further mutually desire that the Unincorporated Country Club parcel remain unincorporated and continue its present use as a Country Club; and

WHEREAS, the Owner and the Village mutually desire that both the unincorporated and incorporated portions of the Country Club Property should be used and operated in a coordinated manner, as set forth in the Glen Oak Country Club Operating Agreement, attached hereto as Exhibit F and made a part hereof; and

WHEREAS, the corporate authorities of the Village have considered the annexation of the Subject Property; and

WHEREAS, the Subject Property is presently contiguous to the Village, and none of said Subject Property is presently within the corporate limits of any other municipality; and

WHEREAS, the parties wish to enter into a binding agreement with respect to said annexation, zoning and development, and to other related matters, pursuant to the provisions of Division 15.1 of Article Eleven of Chapter 65 of the Illinois Compiled Statutes, upon the terms and conditions contained in this Agreement; and

WHEREAS, all legal notices have previously been sent to such persons, governmental bodies or entities as required by law; and

WHEREAS, all public hearings as required by law have been held by the different departments, commissions, boards, and other governmental bodies of the Village, and each has submitted various reports and recommendations, or both, required of them; and

WHEREAS, the annexation of the Subject Property to the Village will be beneficial to the Village, will properly and beneficially extend the corporate limits and the jurisdiction of the Village, will permit the sound planning and development of the Village, and will otherwise promote the proper growth and general welfare of the Village; and

WHEREAS, the Village, by a favorable vote of at least two-thirds (2/3) of the corporate authorities then holding office, have adopted an ordinance authorizing the execution of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements hereinafter set forth, the parties hereto agree as follows:

1. The recitals set forth hereinabove shall be and are hereby incorporated in this Paragraph 1 as if said recitals were fully set forth herein.
2. The Owner has filed with the Village Clerk of the Village a duly executed petition, pursuant to and in accordance with the provisions of Section 5/7-1-8 of Chapter 65,

Illinois Compiled Statutes, to annex the Subject Property to the Village. It is expressly understood and agreed, however, that the action of the Village with respect to said petition of the Owner for the annexation of the Subject Property shall be, and hereby is, made (i) expressly contingent upon the Subject Property being legally contiguous to the Village at the time of said annexation; and (ii) expressly contingent upon the Subject Property and the Shady Lane Parcel being validly zoned and classified under the applicable ordinances of the Village with a special use permit providing for a "public or private recreational facility where buildings do not occupy more than 10 percent of the site area" (the "Special Use") , all as hereinafter provided, and (iii) expressly contingent upon the approval and execution of the Operating Agreement, as provided in Paragraph 9 hereof. The Owner, at its sole cost, shall provide a plat of annexation to be appended to the Annexation Ordinance with respect to the Subject Property

3. The Village hereby agrees to annex the Subject Property upon the terms and conditions of this Agreement, and the parties respectively agree to do all things necessary and appropriate to cause the Subject Property to be duly and validly annexed to the Village.

4. The Village hereby agrees that within thirty (30) days of annexation of the Subject Property it will adopt the necessary ordinances to zone the Subject Property and the Shady Lane Parcel, CR, Conservation Recreation District, and to grant a Special Use for the Special Use Purposes set forth in Paragraph 7,

5. This Agreement shall expire on the _____ day of _____, 2034 unless amended by mutual consent of the parties hereto.

6. Except as otherwise provided herein, Owner agrees that all development and construction on the Subject Property shall comply in all respects with the provisions in the Building, Plumbing and Electrical, Fire Prevention, Zoning, Subdivision and Development

Codes of the Village and all other germane codes and ordinances of the Village in effect on the date that an application for a building permit for such development or construction is filed. Owner further agrees that the Subject Property will be subject to the Glen Ellyn Village Code and all subsequent amendments thereto, as they may from time to time apply to the Subject Property so long as same are not contrary to this Agreement.

7. Upon rezoning of the Subject Property and Shady Lane Parcel to the CR, Conservation Recreation zoning district with the aforesaid Special Use, the Subject Property and Shady Lane Parcel, pursuant to the terms of the Operating Agreement, may be used for any of the uses allowed under the Special Use Permit, and the property may not be used under the CR District without the imposition of the conditions associated with the Special Use. The Subject Property and Shady Lane Parcel shall not be used under the CR zoning district except in accordance with the conditions which are set forth in this Annexation Agreement and associated with the Special Use Purpose. The Special Use Purposes on the Subject Property shall be: a golf course, equipment storage and maintenance structures ancillary to the golf course use, golf shop, outdoor storage of landscape wastes and golf course materials, cart paths, driving and practice ranges, golf instruction facilities, washroom and refreshment buildings, parking lots, driveways, and pedestrian walkways, stormwater management facilities, and recreational facilities similar in size and purpose to those facilities currently allowed, permitted and constructed on other properties in the CR Conservation/Recreation District within the Village and subject to the usual and customarily site plan review and approval process by the Village. Any new structures or uses constructed on the Subject Property may require an amendment to the Special Use as is customarily required in accordance with the codes and ordinances of the Village. Except for the Golf Avenue Parcel, the Parking Lot Parcel, and Shady Lane Lots, tree removal and other

landscape activities, not contrary to the Village's Codes and Ordinances, shall be allowed without prior Village review or approval.

Uses and operations Owner may in the future consider constructing on the Subject Property include certain other recreational improvements such as tennis courts, paddle tennis courts, ice skating rinks, indoor golf training and conditioning facility, and material storage silos to replace outdoor storage bins. Construction of such improvements shall be subject to the normal and customary permits and approvals from the Village and/or the County of DuPage as the case may be, and consistent with this Agreement..

In addition, the entire Parking Lot Parcel, portions of which are covered with paved or gravel surfaces, may be used by Owner in their current condition for vehicular parking. Any future parking lot expansion, reconstruction or resurfacing within the Parking Lot Parcel shall be subject to and constructed in accordance with Village Codes and Ordinances then in effect. With respect to the Golf Avenue Parcel, the Owner shall be allowed to use said Parcel for periodic vehicular overflow parking. Due to the infrequent nature of the use of the Golf Avenue Parcel for parking, said Golf Avenue Parcel shall not be required to be paved.

8. The First and Ninth Hole Parcel currently contain a fence, topped with barbed wire, that separates the First and Ninth Hole Parcels from Hill Avenue, the Illinois Prairie Path, and property to the east of the Country Club Property. The Village hereby agrees that the existing fence, including the barbed wire portion, shall be deemed legally nonconforming and shall be allowed during the term of this Agreement. Provided, however, if the Owner, at any time during the term of this Agreement, replaces all or a portion of said fence, the replacement fence shall comply with all applicable codes and ordinances of the Village, or approved variances thereto, at the time a building permit is issued therefore.

9. Because the majority of the Country Club Property, excluding the Subject Property and Shady Lane Parcel, will remain unincorporated, the Village and the Owner have agreed to enter into and to execute the Operating Agreement attached hereto as Exhibit F, contemporaneously herewith. The parties recognize and agree that annexation of the Subject Property and approval of the Annexation Agreement are expressly subject to the contemporaneous approval and execution by the parties of the Operating Agreement as a condition precedent. Should the Operating Agreement not be executed contemporaneously herewith, then this Annexation Agreement and the annexation of the Subject Property and any ordinances associated therewith shall, without further action being necessary by the parties, be rendered null, void and of no further force or effect.

10. Water and sanitary sewer service shall be provided to the Country Club Property by the Village in accordance with the terms of the Operating Agreement.

11. The Owner and the Village recognize and agree that, pursuant to 65 ILCS 5/7-1-1, any roadway right-of-way or roadway easement adjacent to the Subject Property shall be considered to be annexed, even though not included in the legal descriptions set forth in the petition for annexation but which roadway rights-of-way or easements are shown being annexed on Exhibit B. The Owner further agrees that, contemporaneously with the annexation of the Subject Property, the Owner shall execute a Plat of Dedication for parts of Hill Avenue and Golf Avenue, which Plat is attached hereto as Exhibit E and made a part hereof.

12. This Agreement shall inure to the benefit of, and be binding upon, the successors in title of the Owner, its respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of the Village and successor municipalities. It is understood that this Agreement shall run with the land and, as such, shall be assignable to and binding upon

subsequent grantees, lessees, and successors in interest of Owner, and this Agreement and all exhibits hereto shall be recorded with the Recorder of Deeds of DuPage County, Illinois.

13. The Owner shall pay the Village an annexation fee of eight thousand dollars (\$8,000) contemporaneously with the approval of this Agreement. The Owner shall also pay any fees and expenses associated with the zoning map amendment, variance petitions, and/or special use applications as well as filing, review or publication fees provided that Owner's obligation for payment of such fees and expenses shall not exceed \$_____.

14. Owner shall pay fees and expenses incurred by the Village to process the partial annexation, annexation agreement, operating agreement, and rezoning requests. Owner has deposited the sum of two thousand dollars (\$2,000) with the Village to be held in escrow and from time to time drawn on by the Village to pay for all Village consultants, recording fees, publication costs, and any other out-of-pocket fees and expenses pertaining to Owner's requests. The Owner shall replenish the escrow amount when the balance of the account is below three hundred dollars (\$300). The Village's consultants shall include, without limitation, the Village's consulting engineer, consulting planner, appraiser, surveyor, attorney, and transcriber provided that Owner's obligation for payment of such fees and expenses shall not exceed \$_____. Upon completion of the annexation and rezoning process, any monies remaining in the escrow shall be refunded to the Owner.

15. The Owner of the Subject Property agrees to defend and hold the Village harmless from any and all claims which may arise out of the construction activities of the Owner and its successors or assigns under this Agreement.

16. The Village will use its best efforts to annex, rezone and grant the Special Use with respect to the Subject Property and Shady Lane Parcel within thirty (30) days of the date hereof.

17. The construction and installation of all public improvements on the Subject Property and Shady Lane Parcel shall conform to and be in compliance with the Village ordinances then in effect at the time of the construction and installation of the same.

18. It is agreed that the parties hereto may in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, which shall include the right of the parties to recover a judgment for monetary damages against each other, provided, however, that the Owner shall not have a right to recover a judgment for monetary damages against any elected or appointed official of the Village for any breach of any of the terms of this Agreement.

19. Except as hereinafter provided, once the Subject Property has been annexed to the Village, the Owner may not petition the Circuit Court to take any action to cause the Subject Property to be disconnected from the Village during the term of this Annexation Agreement or any extension of said term. In addition, the Owner may not during the term of this Annexation Agreement petition any other municipality or a court to permit annexation of the Subject Property to another municipality. In the event of disconnection, as aforesaid, this Annexation Agreement and the Operating Agreement shall be immediately terminated and without further force or effect.

20. The agreements contained herein shall survive the annexation of the Subject Property and shall not be merged or expunged by the annexation of the Subject Property or any part thereof to the Village.

21. The parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the Village are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

22. Notices or other writings which any party is required to or may wish to serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Village, or to the corporate authorities:

Village Manager
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois

with a copy to:

Robert Duncan
Duncan Law Group
161 N. Clark, Suite 2550
Chicago, IL 60601

If to the Owner:

Glen Oak Country Club
21 W 451 Hill Avenue
Glen Ellyn, Illinois 60137
Attention: Club Manager

with a copy to:

John M. O'Driscoll
Tressler LLP
305 W. Briarcliff Road
Suite 201
Bolingbrook, Illinois 60440

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

23. If any provision, clause, word or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word, or designation shall be deemed to be excised from this Agreement, and the invalidity thereof shall not affect any other provision, clause, word, or designation contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute same, the day and year first above written.

GLEN OAK COUNTRY CLUB

By _____
President

ATTEST:

By _____
Secretary

VILLAGE OF GLEN ELLYN

President

ATTEST:

Village Clerk

EXHIBIT A

Legal description of the Subject Property

EXHIBIT B

Plat of Annexation of the Subject Property

EXHIBIT C

Legal Description of the Country Club Property

EXHIBIT D

Legal Description of the Six Lot Parcel

EXHIBIT E

Plat of Dedication of parts of Hill and Golf Avenues

EXHIBIT F

Operating Agreement for Country Club Property

173241v2

Attachment: Draft Annexation Agreement 6-6-14 (NO. 6248 : Glen Oak Country Club Annexation Agreement)

EXHIBIT A SUBJECT PROPERTY

PARCEL 1 (1ST HOLE PARCEL):

THAT PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF HILL AVENUE AND THE NORTHERLY EXTENSION OF THE EAST LINE OF SPRING AVENUE; THENCE NORTH 47 DEGREES 23 MINUTES 51 SECONDS EAST, 144.08 FEET, ALONG SAID CENTERLINE TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHEAST ALONG THE LAST DESCRIBED COURSE, 26.82 FEET, ALONG SAID CENTERLINE; THENCE SOUTH 42 DEGREES 36 MINUTES 09 SECONDS EAST, 33.00 FEET TO A LINE THAT IS 33.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID CENTERLINE; THENCE NORTH 47 DEGREES 23 MINUTES 51 SECONDS EAST, 36.67 FEET ALONG SAID PARALLEL LINE; THENCE SOUTH 42 DEGREES 36 MINUTES 09 SECONDS EAST, 100.00 FEET TO A LINE THAT IS 133.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID CENTERLINE; THENCE SOUTH 47 DEGREES 23 MINUTES 51 SECONDS WEST, 100.00 FEET, ALONG SAID PARALLEL LINE; THENCE NORTH 42 DEGREES 36 MINUTES 09 SECONDS WEST, 100.00 FEET TO A LINE THAT IS 33.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID CENTERLINE; THENCE NORTH 47 DEGREES 23 MINUTES 51 SECONDS EAST, 36.51 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 42 DEGREES 36 MINUTES 09 SECONDS WEST, 33.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2 (9TH HOLE PARCEL):

THAT PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY MOST CORNER OF LOT 10 IN GLEN OAK SUBDIVISION; THENCE SOUTH 43 DEGREES 01 MINUTES 02 SECONDS EAST, 165.40 FEET ALONG THE NORTHEASTERLY LINE OF PARCEL CONVEYED PER DOCUMENT R2005-031173 TO THE CENTERLINE OF HILL AVENUE, BEING THE POINT OF BEGINNING; THENCE NORTH 40 DEGREES 01 MINUTES 08 SECONDS EAST, 860.20 FEET; THENCE NORTH 48 DEGREES 20 MINUTES 23 SECONDS EAST, 245.22 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF ILLINOIS PRAIRIE PATH (FORMERLY AURORA, ELGIN & CHICAGO RAILWAY); THENCE NORTH 81 DEGREES 46 MINUTES 41 SECONDS EAST, 59.89 FEET ALONG SAID WESTERLY EXTENSION LINE TO A LINE THAT IS 33.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF HILL AVENUE; THENCE SOUTH 48 DEGREES 20 MINUTES 23 SECONDS WEST, 175.50 FEET ALONG SAID PARALLEL LINE TO THE SOUTHEASTERLY LINE OF PARCEL CONVEYED PER DEED RECORDED IN BOOK 88, PAGE 165; THENCE NORTH 62 DEGREES 47 MINUTES 02 SECONDS EAST, 297.13 FEET ALONG SAID SOUTHEASTERLY LINE TO AFOREMENTIONED SOUTH LINE OF ILLINOIS PRAIRIE PATH; THENCE NORTH 81 DEGREES 46 MINUTES 41 SECONDS EAST, 1236.97 FEET ALONG SAID SOUTH LINE OF ILLINOIS PRAIRIE PATH TO THE CENTERLINE OF EAST BRANCH OF DUPAGE RIVER (THE FOLLOWING 2 COURSES ARE ALONG SAID CENTERLINE); THENCE SOUTH 32 DEGREES 49 MINUTES 40 SECONDS EAST, 288.57 FEET; THENCE SOUTH 19 DEGREES 27 MINUTES 36

SECONDS EAST, 38.37 FEET TO A LINE THAT IS 300.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID SOUTH LINE OF ILLINOIS PRAIRIE PATH; THENCE SOUTH 81 DEGREES 46 MINUTES 41 SECONDS WEST, 1314.41 FEET ALONG SAID PARALLEL LINE TO A LINE THAT IS 300.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH AFOREMENTIONED SOUTHEASTERLY LINE OF PARCEL CONVEYED PER DEED RECORDED IN BOOK 88, PAGE 165; THENCE SOUTH 62 DEGREES 47 MINUTES 02 SECONDS WEST, 208.93 FEET ALONG SAID PARALLEL LINE TO A LINE THAT IS 333.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH AFOREMENTIONED CENTERLINE OF HILL AVENUE (THE FOLLOWING 2 COURSES ARE ALONG SAID PARALLEL LINE); THENCE SOUTH 48 DEGREES 20 MINUTES 23 SECONDS WEST, 57.49 FEET; THENCE SOUTH 40 DEGREES 01 MINUTES 08 SECONDS WEST, 636.49 FEET TO A LINE THAT IS 300.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH AFOREMENTIONED NORTHEASTERLY LINE OF ACORN AVENUE; THENCE NORTH 53 DEGREES 14 MINUTES 45 SECONDS WEST, 300.49 FEET ALONG SAID PARALLEL LINE TO A LINE THAT IS 33.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH AFOREMENTIONED CENTERLINE OF HILL AVENUE; THENCE SOUTH 40 DEGREES 01 MINUTES 08 SECONDS WEST, 182.35 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 49 DEGREES 58 MINUTES 52 SECONDS WEST, 33.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3 (PARKING LOT PARCEL):

THAT PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 7.15 CHAINS NORTH OF THE QUARTER STAKE IN THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 89 3/4 DEGREES WEST, 14.66 CHAINS TO A STAKE; THENCE NORTH 1/2 DEGREES EAST, 5.32 CHAINS TO THE CENTER OF THE ROAD, THENCE NORTH 48 DEGREES EAST ALONG CENTER OF ROAD 8.01 CHAINS TO THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF EMERSON AVENUE, NOW KNOWN AS CUMNOR AVENUE, EXTENDED SOUTHEASTERLY WITH THE CENTERLINE OF PUBLIC HIGHWAY KNOWN AS HILL AVENUE FOR A PLACE OF BEGINNING; THENCE NORTH 35 DEGREES 26 MINUTES WEST ALONG SAID NORTHEASTERLY LINE OF EMERSON AVENUE, 137.28 FEET TO THE SOUTHERLY CORNER OF LOT 14 IN GLEN OAK SUBDIVISION; THENCE NORTH 43 DEGREES 55 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 14, 13, 12, 11 AND 10 IN GLEN OAK SUBDIVISION AND ALONG SOUTHEASTERLY END OF GOLF AVENUE 656.0 FEET TO THE SOUTHERLY CORNER OF LOT 9 IN SAID SUBDIVISION; THENCE NORTH 44 DEGREES 03 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 9, 8 AND 7 IN SAID SUBDIVISION, 353.2 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 7; THENCE SOUTH 52 DEGREES 19 MINUTES EAST ALONG THE SOUTHWESTERLY LINE OF ACORN AVENUE, 142.5 FEET TO THE CENTERLINE OF THE PUBLIC HIGHWAY KNOWN AS HILL AVENUE; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF HILL AVENUE, TO THE PLACE OF BEGINNING, EXCEPT THAT PART LYING SOUTHWESTERLY OF A LINE DRAWN FROM THE MOST EASTERLY CORNER OF LOT 10 IN GLEN OAK SUBDIVISION, TO A POINT ON THE CENTERLINE OF HILL AVENUE, WHICH IS 20.0 FEET SOUTHWESTERLY, AS MEASURED ALONG SAID CENTERLINE, OF GOLF AVENUE AS EXTENDED, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4 (GOLF AVENUE PARCEL):

LOT 9 IN GLEN OAK, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN,

ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 13, 1913 AS DOCUMENT 110577, IN DUPAGE COUNTY, ILLINOIS.

ANNEXATION PARCEL DESCRIPTION

PARCEL 1 (1ST HOLE PARCEL):

THAT PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF HILL AVENUE AND THE NORTHERLY EXTENSION OF THE EAST LINE OF SPRING AVENUE; THENCE NORTH 47 DEGREES 23 MINUTES 51 SECONDS EAST, 144.08 FEET, ALONG SAID CENTERLINE TO THE POINT OF BEGINNING, BEING THAT PART OF HILL AVENUE NOT PREVIOUSLY ANNEXED; THENCE NORTH 42 DEGREES 36 MINUTES 09 SECONDS WEST, 33.00 FEET TO A LINE THAT IS 33.00 FEET NORTHWESTERLY OF AND PARALLEL WITH SAID CENTERLINE OF HILL AVENUE; THENCE NORTH 47 DEGREES 23 MINUTES 51 SECONDS EAST, 26.82 FEET, ALONG SAID PARALLEL LINE TO A THAT PART OF HILL AVENUE THAT WAS PREVIOUSLY ANNEXED; THENCE SOUTH 42 DEGREES 36 MINUTES 09 SECONDS EAST, 66.00 FEET TO A LINE THAT IS 33.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID CENTERLINE; THENCE NORTH 47 DEGREES 23 MINUTES 51 SECONDS EAST, 36.67 FEET ALONG SAID PARALLEL LINE; THENCE SOUTH 42 DEGREES 36 MINUTES 09 SECONDS EAST, 100.00 FEET TO A LINE THAT IS 133.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID CENTERLINE; THENCE SOUTH 47 DEGREES 23 MINUTES 51 SECONDS WEST, 100.00 FEET, ALONG SAID PARALLEL LINE; THENCE NORTH 42 DEGREES 36 MINUTES 09 SECONDS WEST, 100.00 FEET TO A LINE THAT IS 33.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID CENTERLINE; THENCE NORTH 47 DEGREES 23 MINUTES 51 SECONDS EAST, 36.51 FEET ALONG SAID PARALLEL LINE TO THAT PART OF HILL AVENUE NOT PREVIOUSLY ANNEXED; THENCE NORTH 42 DEGREES 36 MINUTES 09 SECONDS WEST, 33.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2 (9TH HOLE PARCEL/GOLF AVENUE & PARKING LOT PARCEL):

THAT PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY MOST CORNER OF LOT 10 IN GLEN OAK SUBDIVISION; THENCE NORTH 49 DEGREES 57 MINUTES 44 SECONDS WEST, 200.29 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT 10 AND THE NORTHWESTERLY EXTENSION THEREOF TO THE NORTHWESTERLY LINE OF FAIRWAY STREET; THENCE NORTH 43 DEGREES 06 MINUTES 03 SECONDS EAST, 152.61 FEET, ALONG SAID NORTHWESTERLY LINE TO THE NORTHWESTERLY EXTENSION OF THE NORTHEASTERLY LINE OF LOT 9 IN GLEN OAK SUBDIVISION; THENCE SOUTH 46 DEGREES 59 MINUTES 05 SECONDS EAST, 200.00 FEET ALONG SAID NORTHEASTERLY LINE OF LOT 9 AND THE NORTHWESTERLY EXTENSION THEREOF TO THE SOUTHEASTERLY LINE OF SAID LOT 8; THENCE NORTH 43 DEGREES 08 MINUTES 03 SECONDS EAST, 311.38 FEET ALONG THE SOUTHEASTERLY LINES OF LOT 7 AND 8 IN GLEN OAK SUBDIVISION AND THE NORTHEASTERLY EXTENSION THEREOF TO THE NORTHEASTERLY LINE OF ACORN AVENUE; THENCE SOUTH 53 DEGREES 14 MINUTES 45 SECONDS EAST, 140.02 FEET, ALONG SAID NORTHEASTERLY LINE TO THE CENTERLINE OF HILL AVENUE (THE FOLLOWING 2 COURSES ARE ALONG SAID CENTERLINE); THENCE NORTH 40 DEGREES 01 MINUTES 08 SECONDS EAST, 379.25 FEET; THENCE NORTH 48 DEGREES 20 MINUTES 23 SECONDS EAST, 245.22 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF ILLINOIS PRAIRIE PATH (FORMERLY AURORA, ELGIN & CHICAGO RAILWAY); THENCE NORTH 81 DEGREES 46 MINUTES 41 SECONDS EAST, 59.89 FEET ALONG SAID WESTERLY EXTENSION LINE TO A LINE THAT IS 33.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF HILL AVENUE; THENCE SOUTH 48 DEGREES 20 MINUTES 23 SECONDS WEST, 175.50 FEET ALONG SAID PARALLEL LINE TO THE SOUTHEASTERLY LINE OF PARCEL CONVEYED PER DEED RECORDED IN BOOK 88, PAGE 165; THENCE NORTH 62 DEGREES 47 MINUTES 02 SECONDS EAST, 297.13 FEET ALONG SAID SOUTHEASTERLY LINE TO AFOREMENTIONED SOUTH LINE OF ILLINOIS PRAIRIE PATH; THENCE NORTH 81 DEGREES 46 MINUTES 41 SECONDS EAST, 1236.97 FEET ALONG SAID SOUTH LINE OF ILLINOIS PRAIRIE PATH TO THE CENTERLINE OF EAST BRANCH OF DUPAGE RIVER (THE FOLLOWING 2 COURSES ARE ALONG SAID CENTERLINE); THENCE SOUTH 32 DEGREES 49 MINUTES 40 SECONDS EAST, 288.57 FEET; THENCE SOUTH 19 DEGREES 27 MINUTES 36 SECONDS EAST, 38.37 FEET TO A LINE THAT IS 300.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID SOUTH LINE OF ILLINOIS PRAIRIE PATH; THENCE SOUTH 81 DEGREES 46 MINUTES 41 SECONDS WEST, 1314.41 FEET ALONG SAID PARALLEL LINE TO A LINE THAT IS 300.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH AFOREMENTIONED SOUTHEASTERLY LINE OF PARCEL CONVEYED PER DEED RECORDED IN BOOK 88, PAGE 165; THENCE SOUTH 82 DEGREES 47 MINUTES 02 SECONDS WEST, 208.93 FEET ALONG SAID PARALLEL LINE TO A LINE THAT IS 333.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH AFOREMENTIONED CENTERLINE OF HILL AVENUE (THE FOLLOWING 2 COURSES ARE ALONG SAID PARALLEL LINE); THENCE SOUTH 48 DEGREES 20 MINUTES 23 SECONDS WEST, 57.49 FEET; THENCE SOUTH 40 DEGREES 01 MINUTES 08 SECONDS WEST, 182.35 FEET ALONG SAID PARALLEL LINE TO A LINE THAT IS 300.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH AFOREMENTIONED NORTHEASTERLY LINE OF ACORN AVENUE; THENCE NORTH 53 DEGREES 14 MINUTES 45 SECONDS WEST, 300.49 FEET ALONG SAID PARALLEL LINE TO A LINE THAT IS 33.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH AFOREMENTIONED CENTERLINE OF HILL AVENUE; THENCE SOUTH 40 DEGREES 01 MINUTES 08 SECONDS WEST, 182.35 FEET ALONG SAID PARALLEL LINE TO THE NORTHEASTERLY LINE OF PARCEL PREVIOUSLY ANNEXED PER DOCUMENT R2007-169108 (THE FOLLOWING 2 COURSES ARE ALONG SAID NORTHEASTERLY LINE); THENCE NORTH 49 DEGREES 58 MINUTES 52 SECONDS WEST, 33.00 FEET; THENCE NORTH 43 DEGREES 01 MINUTES 02 SECONDS WEST, 165.40 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

BOUNDARY LEGEND

- ANNEXATION LIMITS LINE (Heavy Solid Line)
- EXISTING MUNICIPAL CORPORATE LIMITS (Solid Line)
- ADJACENT LOT LINE/PROPERTY LINE (Light Solid Line)
- CENTERLINE (Single Dashed Lines)

SURVEYOR'S NOTES

ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

DIMENSIONS SHOWN ALONG CURVES ARE ARC DISTANCES.

THE BEARINGS SHOWN HEREON ARE ASSUMED THERE ARE NO ELECTORS THAT RESIDE ON THE PROPERTY ANNEXED HEREBY.

THERE ARE NO HABITABLE STRUCTURES ON THE PROPERTY ANNEXED HEREBY.

DIMENSIONS ENCLOSED IN () INDICATE RECORD OR DEED DATA. ALL OTHER DIMENSIONS ARE RECORD = MEASURED, OR MEASURED

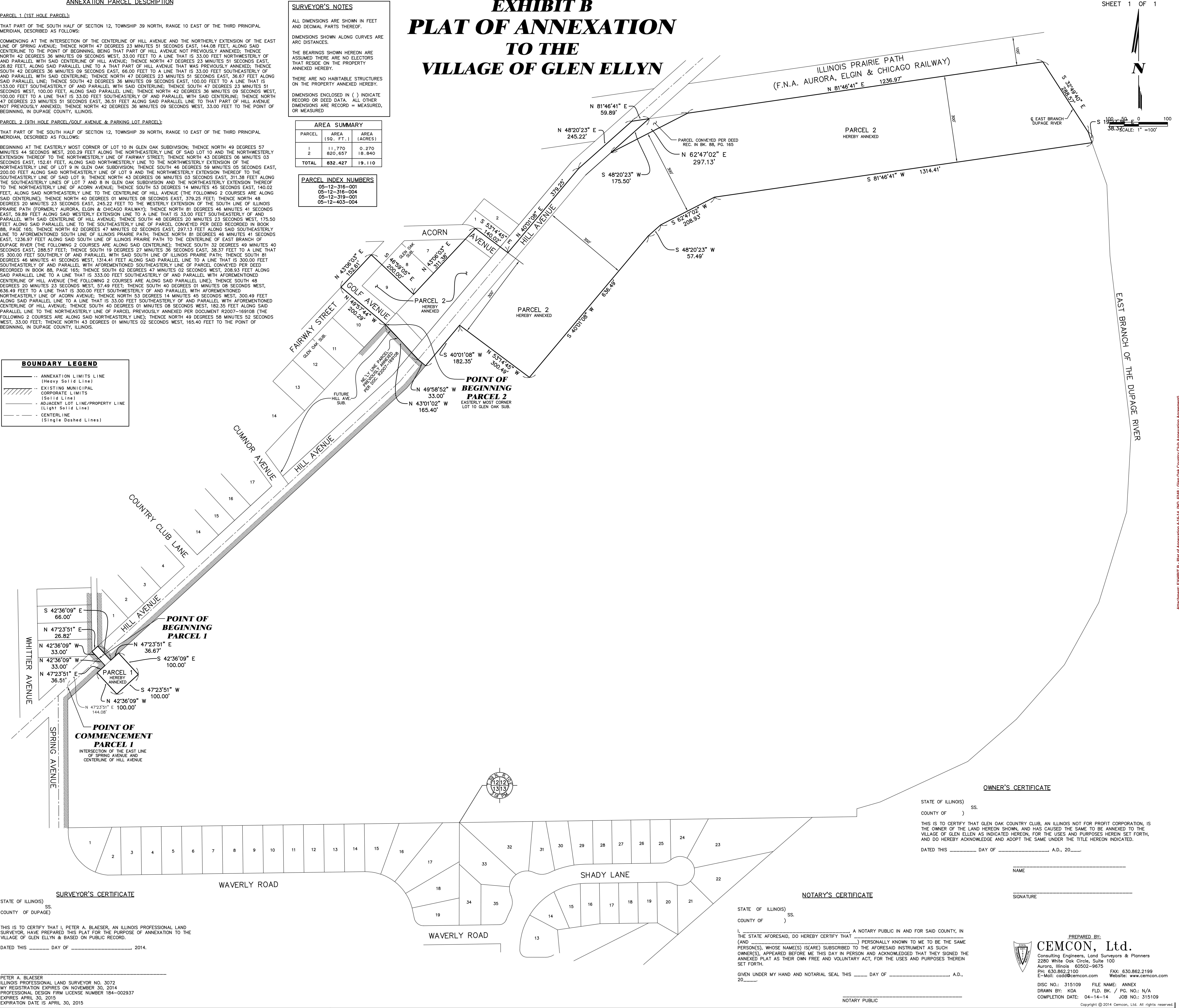
AREA SUMMARY

PARCEL	AREA (SQ. FT.)	AREA (ACRES)
1	11,770	0.270
2	820,657	18.840
TOTAL	832,427	19.110

PARCEL INDEX NUMBERS

05-12-316-001
05-12-316-004
05-12-319-001
05-12-403-004

EXHIBIT B
PLAT OF ANNEXATION
TO THE
VILLAGE OF GLEN ELLYN



SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, PETER A. BLAESER, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THIS PLAT FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF GLEN ELLYN & BASED ON PUBLIC RECORD.

DATED THIS _____ DAY OF _____, 2014.

PETER A. BLAESER
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3072
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2015
PROFESSIONAL DESIGN FIRM LICENSE NUMBER 184-002937
EXPIRES APRIL 30, 2015
EXPIRATION DATE IS APRIL 30, 2015

NOTARY'S CERTIFICATE

STATE OF ILLINOIS) SS.
COUNTY OF _____)

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S), WHOSE NAME(S) IS(ARE) SUBSCRIBED TO THE AFORESAID INSTRUMENT AS SUCH OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES HEREIN SET FORTH.

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

NOTARY PUBLIC

OWNER'S CERTIFICATE

STATE OF ILLINOIS) SS.
COUNTY OF _____)

THIS IS TO CERTIFY THAT GLEN OAK COUNTRY CLUB, AN ILLINOIS NOT FOR PROFIT CORPORATION, IS THE OWNER OF THE LAND HEREON SHOWN, AND HAS CAUSED THE SAME TO BE ANNEXED TO THE VILLAGE OF GLEN ELLYN AS INDICATED HEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH, AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE TITLE HEREON INDICATED.

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

NAME _____

SIGNATURE _____

PREPARED BY:
CEMCON, Ltd.

Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 315109 FILE NAME: ANNEX
DRAWN BY: KOA FLD. BK. / PG. NO.: N/A
COMPLETION DATE: 04-14-14 JOB NO.: 315109

EXHIBIT D

SIX LOT PARCEL

THAT PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 7.15 CHAINS NORTH OF THE QUARTER STAKE IN THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 89 3/4 DEGREES WEST, 14.66 CHAINS TO A STAKE; THENCE NORTH 1/2 DEGREES EAST, 5.32 CHAINS TO THE CENTER OF THE ROAD, THENCE NORTH 48 DEGREES EAST ALONG CENTER OF ROAD 8.01 CHAINS TO THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF EMERSON AVENUE, NOW KNOWN AS CUMNOR AVENUE, EXTENDED SOUTHEASTERLY WITH THE CENTERLINE OF PUBLIC HIGHWAY KNOWN AS HILL AVENUE FOR A PLACE OF BEGINNING; THENCE NORTH 35 DEGREES 26 MINUTES WEST ALONG SAID NORTHEASTERLY LINE OF EMERSON AVENUE, 137.28 FEET TO THE SOUTHERLY CORNER OF LOT 14 IN GLEN OAK SUBDIVISION; THENCE NORTH 43 DEGREES 55 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 14, 13, 12, 11 AND 10 IN GLEN OAK SUBDIVISION AND ALONG SOUTHEASTERLY END OF GOLF AVENUE 656.0 FEET TO THE SOUTHERLY CORNER OF LOT 9 IN SAID SUBDIVISION; THENCE NORTH 44 DEGREES 03 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 9, 8 AND 7 IN SAID SUBDIVISION, 353.2 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 7; THENCE SOUTH 52 DEGREES 19 MINUTES EAST ALONG THE SOUTHWESTERLY LINE OF ACORN AVENUE, 142.5 FEET TO THE CENTERLINE OF THE PUBLIC HIGHWAY KNOWN AS HILL AVENUE; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF HILL AVENUE, TO THE PLACE OF BEGINNING, EXCEPT THAT PART LYING NORTHEASTERLY OF A LINE DRAWN FROM THE MOST NORTHEASTERLY CORNER OF LOT 10 IN GLEN OAK SUBDIVISION, TO A POINT ON THE CENTERLINE OF HILL AVENUE, WHICH IS 20.0 FEET SOUTHWESTERLY, AS MEASURED ALONG SAID CENTERLINE, OF GOLF AVENUE AS EXTENDED, ALL IN DUPAGE COUNTY, ILLINOIS.

H:\RWBUS\GLEN OAK C.C\04-14-14 EXHIBIT D - AGREEMENTS.DOC

Attachment: EXHIBIT D - Legal Description of the Six Lot Parcel 4-14-14 (NO. 6248 : Glen Oak Country Club Annexation Agreement)

EXHIBIT E
PLAT OF DEDICATION
to
VILLAGE OF GLEN ELLYN

PARCEL INDEX NUMBER
05-12-319-001
05-12-403-004
05-12-316-004

THIS PLAT WAS SUBMITTED TO THE COUNTY
RECORDER FOR THE PURPOSES OF RECORDING BY:

(PRINT NAME)

(ADDRESS)

(CITY/TOWN)

(STATE)

(ZIP CODE)

PARCEL DESCRIPTION

PARCEL 1 (HILL AVENUE PARCEL):

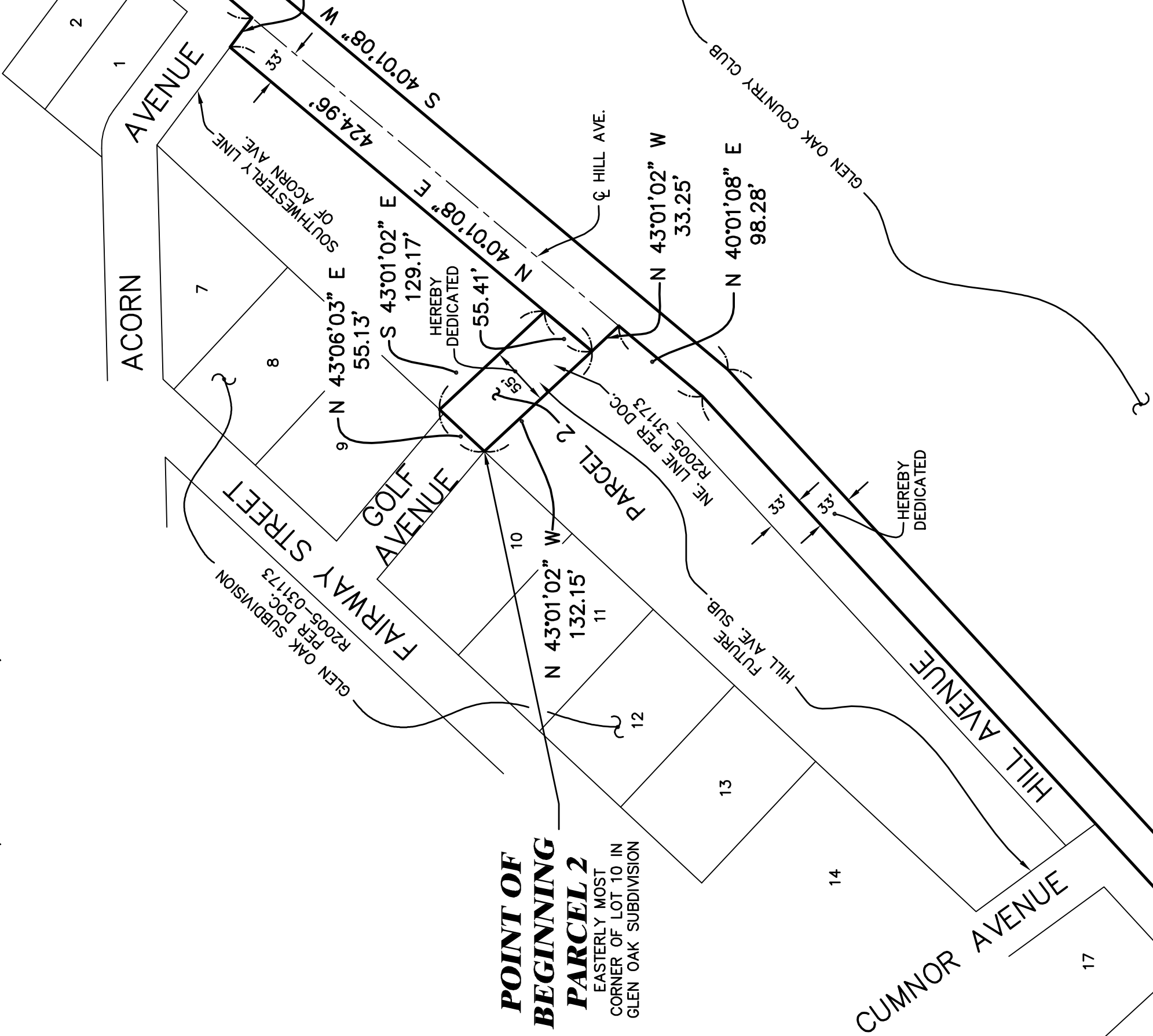
THAT PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF HILL AVENUE AND THE NORTHERLY EXTENSION OF THE EAST LINE OF SPRING AVENUE; THENCE 20 COURSES ALONG SAID CENTERLINE OF HILL AVENUE, 100 FEET, TO THE INTERSECTION OF SAID CENTERLINE OF HILL AVENUE AND THE SOUTHEASTLY LINE OF LOT 10 IN SAID GLEN OAK SUBDIVISION; THENCE NORTH 43 DEGREES 01 MINUTES 02 SECONDS WEST, 33.25 FEET, ALONG SAID NORTHEASTERLY LINE TO A LINE THAT IS 33 FEET NORTHWESTERLY OF AND PARALLEL WITH SAID CENTERLINE OF HILL AVENUE; THENCE NORTH 40 DEGREES 01 MINUTES 08 SECONDS EAST, 424.96 FEET ALONG SAID PARALLEL LINE TO THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF ACORN AVENUE; THENCE SOUTH 53 DEGREES 14 MINUTES 45 SECONDS EAST, 33.05 FEET, ALONG SAID EXTENSION LINE TO SAID CENTERLINE OF HILL AVENUE (THE FOLLOWING 2 COURSES ARE ALONG SAID CENTERLINE OF HILL AVENUE); THENCE NORTH 40 DEGREES 01 MINUTES 08 SECONDS EAST, 429.33 FEET; THENCE NORTH 48 DEGREES 20 MINUTES 23 SECONDS EAST, 245.22 FEET TO WESTERLY EXTENSION OF THE SOUTHERLY LINE OF ILLINOIS PRAIRIE PATH (FORMERLY KNOWN AS THE AURORA, ELGIN AND CHICAGO RAILWAY); THENCE NORTH 81 DEGREES 46 MINUTES 41 SECONDS EAST, 59.89 FEET ALONG SAID WESTERLY EXTENSION LINE TO A LINE THAT IS 33 FEET SOUTHEASTERLY OF A PARALLEL WITH SAID CENTERLINE OF HILL AVENUE (THE FOLLOWING 3 COURSES ARE ALONG SAID CENTERLINE OF HILL AVENUE); THENCE SOUTH 47 DEGREES 23 MINUTES 51 SECONDS WEST, 1587.55 FEET TO THE AFOREMENTIONED NORTHERLY EXTENSION OF THE EAST LINE OF SPRING AVENUE; THENCE NORTH 00 DEGREES 15 MINUTES 25 SECONDS WEST, 44.65 FEET ALONG SAID EXTENSION LINE TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2 (GOLF AVENUE PARCEL):

THAT PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY MOST CORNER OF LOT 10 IN GLEN OAK SUBDIVISION; THENCE NORTH 43 DEGREES 06 MINUTES 03 SECONDS EAST, 55.13 FEET ALONG THE SOUTHEASTERLY LINE OF GOLF AVENUE AND THE SOUTHEASTERLY LINE OF LOT 9 IN SAID GLEN OAK SUBDIVISION TO A LINE THAT IS 55.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF PROPERTY CONVEYED PER DOCUMENT R2005-031173; THENCE SOUTH 43 DEGREES 01 MINUTES 02 SECONDS EAST, 129.17 FEET ALONG SAID PARALLEL LINE TO A LINE THAT IS 33.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE CENTERLINE OF HILL AVENUE; THENCE SOUTH 40 DEGREES 01 MINUTES 08 SECONDS WEST, 55.41 FEET ALONG SAID PARALLEL LINE TO THE SOUTHWESTERLY LINE OF ACORN AVENUE; THENCE SOUTH 53 DEGREES 14 MINUTES 45 SECONDS EAST, 33.05 FEET, ALONG SAID EXTENSION LINE TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.



AREA SUMMARY			
PARCEL	AREA (SQ. FT.)	AREA (ACRES)	
1	106,483	2.445	
2	7,191	0.165	
TOTAL	113,674	2.610	

NOTES

ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
DIMENSIONS SHOWN ALONG CURVES ARE ARC DISTANCES.
THE BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF HILL AVENUE BEING N 47°23'51" E (ASSUMED).

LEGEND

- RIGHT-OF-WAY BOUNDARY LINE (Heavy Solid Line)
- LOT /PROPERTY LINE (Solid Line)
- - - CENTERLINE (Single Dashed Lines)

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF)

THIS IS TO CERTIFY THAT THE GLEN OAK COUNTRY CLUB, AN ILLINOIS NOT FOR PROFIT CORPORATION, IS THE RECORD OWNER OF THE PROPERTY DESCRIBED HEREON AND THAT AS SAID RECORD OWNER, THEY CONSENT TO THE DEDICATION OF SAID PROPERTY TO THE VILLAGE OF GLEN ELLYN, AS SHOWN THEREON.

DATED THIS ____ DAY OF ____ A.D., 2014.

BY: _____ SIGNATURE _____ ATTEST: _____ SIGNATURE _____

PRINTED NAME _____ PRINTED NAME _____

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF)

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____ ARE

PERSONALLY KNOWN TO ME, TO BE THE SAME PERSONS, WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND WHOSE NAMES I HAVE BEFORE THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACTS, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

NOTARY PUBLIC MY COMMISSION EXPIRES _____

VILLAGE BOARD OF TRUSTEES

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

APPROVED BY THE PRESIDENT AND VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS ____ DAY OF _____, A.D., 20____.

SIGNED: _____ PRESIDENT _____ ATTEST: _____ CLERK _____

DUPAGE COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

I, THE UNDERSIGNED, AS, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT TAXES, NO UNPAID OR FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND DEPICTED HEREON. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT DEPICTED HEREON.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT WHEATON, ILLINOIS, THIS ____ DAY OF ____ A.D., 20____.

COUNTY CLERK _____

PLEASE TYPE/PRINT NAME _____

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

THIS INSTRUMENT _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE ____ DAY OF _____ A.D., 20____ AT ____ O'CLOCK ____ M. AND WAS RECORDED IN BOOK _____ OF PLATS ON PAGE ____.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, PETER A. BLAESER, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THE PLAT OF DEDICATION FOR THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL THIS MARCH DAY OF 26TH, A.D., 2014.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3072
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2014
PROFESSIONAL DESIGN FIRM NO.: 184-002937
EXPIRATION DATE APRIL 30, 2015



CEMCON, Ltd.

Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 315109 FILE NAME: DEDICATION
DRAWN BY: KOA FLD. BK. / PG. NO.: N/A
COMPLETION DATE: 04-14-14 JOB NO.: 315109

EXHIBIT F**GLEN OAK COUNTRY CLUB
OPERATING AGREEMENT**

THIS OPERATING AGREEMENT made and entered into this ____ day of _____, 2014, by and between the **VILLAGE OF GLEN ELLYN**, an Illinois municipal corporation, located in DuPage County, Illinois (hereinafter referred to as the "Village"), and the **GLEN OAK COUNTRY CLUB**, an Illinois not-for-profit corporation (hereinafter referred to as the "Owner").

WITNESSETH:

WHEREAS, the Owner is the owner of certain property (hereinafter referred to as the "Country Club Property") comprised of approximately 157± acres more or less, legally described and depicted on Exhibit C of the Annexation Agreement between the parties, which Annexation Agreement is incorporated by reference herein; and

WHEREAS, contemporaneously herewith, the Owner and the Village have entered into an Annexation Agreement, whereby additional portions of the Country Club Property will be annexed to the Village; and

WHEREAS, that portion of the Country Club Property currently annexed to the Village consist of the Shady Lane Parcel as legally described on Exhibit C; and

WHEREAS, pursuant to the terms of the Annexation Agreement, the additional portions of the Country Club Property to be annexed to the Village consists of four parcels, namely, the "First Hole Parcel", the "Ninth Hole Parcel," the "Parking Lot Parcel, "and the "Golf Avenue Parcel," which are sometimes jointly referred to in the Annexation Agreement as the "Subject Property" and which are legally described and depicted on Exhibits A and B to the Annexation Agreement; and

WHEREAS, the Owner has agreed to dedicate parts of Hill Avenue and Golf Avenue to the Village, as legally described on Exhibit E of the Annexation Agreement, in conjunction with the annexation of the Subject Property; and

WHEREAS, a parcel of land formerly owned by Owner and referred to as the Six Lot Parcel as legally described on Exhibit D was subsequently conveyed to a third party and has since been annexed to and lies within the corporate boundaries of the Village; and

WHEREAS, except for the Subject Property and the Shady Lane Parcel, the remainder of the Country Club Property will remain unincorporated (the "Unincorporated Country Club Parcel"); and

WHEREAS, the Subject Property and Shady Lane Parcel have, contemporaneously herewith, been rezoned by the Village to CR, Conservation District, with a special use providing for "a public or private recreational facility where buildings do not occupy more than ten percent of the site area" (the "Special Use"); and

WHEREAS, the parties further mutually desire that the Unincorporated Country Club parcel remain unincorporated and that the Unincorporated Country Club and the Subject Property and Shady Lane Parcel be permitted to continue their present use as a country club and golf course; and

WHEREAS, the Owner and the Village mutually desire that the entire Country Club Property, whether the unincorporated portion or the incorporated portion, should be used and operated in a coordinated manner, as hereinafter set forth in this Operating Agreement; and

WHEREAS, the coordinated operation of all portions of the Country Club Property will benefit the residents of the Village and the members of the Country Club;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and in further

consideration of the mutual covenants, promises and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. The recitals set forth hereinabove shall be and are hereby incorporated in this Paragraph 1 as if said recitals were fully set forth herein.

2. The Village and the Owner agree that all existing and new structures and facilities currently constructed and in use or constructed in the future in conformance with this Operating Agreement and located on the Country Club Property shall be permitted to connect to the Village's public water distribution and sanitary sewer systems. The Village shall supply water services to the Country Club Property at a rate equal to one hundred and fifteen percent (115%) of the resident "Within Village" rates established from time-to-time by Village Ordinance. The Country Club Property is currently connected to and served by the Village's sanitary sewer system and shall be entitled to continue to use that service for uses consistent with this Operating Agreement at the non-resident "Outside Village" rate established from time-to-time by Village Ordinance. Owner shall furnish to Village "Record Drawings" of the existing as well as the currently anticipated sanitary sewer and water system extensions on the Country Club Property upon completion of the proposed Phase 1 Improvements scheduled for construction in 2014 and 2015 or subsequent future extensions to the systems.

3. Owner shall cause to be prepared or to contract to utilize Final Plans previously prepared on behalf of the third party owner of the Six Lot Parcel for the extension of a twelve (12) inch public water main and appurtenances along Hill Avenue from the Cumnor Avenue intersection where the Village's water distribution system currently terminates to the easterly R.O.W. line of Golf Avenue. Said Final Plans shall be subject to the review and approval of the Village and the Village agrees to execute the necessary IEPA permits upon approval with Owner serving as permittee. The contractor selected by Owner to install the subject public

water main shall be subject to the approval of the Village which approval shall not be unreasonably withheld. Owner shall then contract for and pay the full cost of installation of said twelve (12) inch public water main extension and appurtenances and shall post financial surety with the Village to guarantee completion thereof. Upon completion of construction, Owner shall cause to be prepared Record Drawings of the subject twelve (12) inch water main extension and shall furnish the Record Drawings in appropriate electronic and print format to the Village along with a bill-of-sale, final waivers of lien, and a one-year warranty bond against defects in material and workmanship from the contractor that installed said water main. The Village shall then accept said twelve (12) inch water main extension and appurtenances in the normal course consistent with Village Ordinances. Owner shall also be permitted to connect to and extend a water service from the twelve (12) inch water main across Hill Ave. to the Country Club Property which water service along with valve and vault is anticipated to be eight (8) inches in diameter. Owner shall pay to the Village a water service connection (tap-on) fee in accordance with the rate in effect at the time of connection. The Owner shall have no further obligation to pay for or contribute to the costs of extending a water main eastward along Hill Avenue from the easterly R.O.W. line of Golf Avenue. Owner shall forego rights of reimbursement from the Village for oversizing of the subject twelve (12) inch water main and appurtenances and for recapture of costs for the benefit accrued to the owner of the Six Lot Parcel in consideration for the Village's relief of responsibility by Owner for water main extensions easterly of Golf Avenue.

4. The parties recognize and agree that the Six Lot Parcel, which is currently annexed to and zoned R-3 in the Village but is not subdivided, is entitled to water service connections to said twelve (12) inch water main extension subject to Village Code. Owner and Village shall each extend their best efforts to secure the dedication of the right-of-way or grant

of a utility easement by the owner of the Six Lot Parcel to facilitate the extension of the subject twelve (12) inch water main.

5. With respect to the Golf Avenue Parcel and the Parking Lot Parcel, no water or sewer service shall be provided to those parcels by the Village unless the Parcels are hereafter approved by the Village for a use that requires water and/or sewer service. With respect to the remainder of the Country Club Property, the Village shall be obligated to provide water and sewer service only if such remainder is used for uses and purposes consistent with the subject Annexation Agreement and this Operating Agreement as more fully described in Paragraphs 11 and 12 below.

In the event of an uncured, material breach of this Agreement by the Owner, the Village shall have the right to terminate water service to the Country Club Property. Prior to terminating service, the Village shall send a termination notice to the Owner detailing the nature of the material breach. The Owner, upon receipt of the termination notice, shall have sixty (60) days to cure the breach (the "Cure Period"). Should the Owner fail to cure the breach within the Cure Period, then the Village may terminate water service to the Country Club Property at the end of said Cure Period.

6. Except as provided in the Annexation Agreement, once the Subject Property has been annexed to the Village, the Owner may not petition the Circuit Court to take any action to cause the Subject Property to be disconnected from the Village during the term of the Annexation Agreement or any extension of said term. In addition, the Owner may not during the term of the Annexation Agreement petition any other municipality or a court to permit annexation of the Subject Property to another municipality.

7. Upon connection to the Village's water system, the Owner shall disconnect all wells from the potable water system on the Country Club Property. The Owner, however, shall

retain the right to use the wells and well water for golf course irrigation and other non-potable golf course purposes, notwithstanding anything in the Village's codes or ordinances to the contrary, provided that the wells are converted to non-potable and irrigation only wells in accordance with applicable Village and County Codes.

8. The Owner shall pay to the Village a fee equivalent to the Village's "Home Rule Retailers' Occupation Tax and Service Occupation Tax" (Title 3 Chapter 32 Section 3-32-8), as now existing or hereafter amended, with respect to the gross receipts from sales of tangible personal property by the Owner on the Country Club Property. Equivalent fee payments to be made under this Paragraph shall be paid to the Village in accordance with Paragraph 9.

9. For the purposes of this Paragraph, the term "fiscal year" shall mean the annual period from October 1 to September 30. For each fiscal year, the Owner shall pay to the Village, on or before October 31 for the prior fiscal year, an equivalent fee calculated in the manner hereinafter set forth herein. It is the intent of the parties that the Owner shall annually pay the Village an amount that is equivalent to a significant portion of the tax revenues that the Village would have received in the prior calendar year had the unincorporated Country Club Property been annexed to the Village but less than the full amount of revenue that would otherwise accrue given the substantial cost to Owner of extending the Village's public water system and constructing a new on-site potable water distribution system and converting the existing well supply to an irrigation only system. The equivalent fee payments shall be comprised of:

- a. the Village real estate tax assessment, calculated by multiplying the equalized assessed valuation of the Unincorporated Country Club Property by the Village's tax rate levy but excluding the Library tax levy; and

- b. Village utility taxes, calculated in the manner as provided in Village ordinance for each such utility service subject to tax; and
- c. a head tax equal to the then-current head tax rebates received by the Village from the State of Illinois for thirteen (13) permanent residents, beginning with the 2014 fiscal year payable in the 2015 fiscal year and thereafter, provided that the Country Club shall notify the Village of any increase or decrease in the number of permanent residents and the head tax will be adjusted accordingly;
- d. a percentage of sales of tangible personal property pursuant to Paragraph 8.

For any partial fiscal year, e.g., the partial fiscal year between the execution of this Agreement and September 30, 2014, the foregoing equivalent fee payments shall be prorated accordingly.

10. The Village shall not annex any portion of the Unincorporated Country Club Property during the initial term, and any extensions thereof, of this Operating Agreement without the express written consent of the Owner.

11. It is the mission of Glen Oak Country Club (Owner) to provide to its members exceptional golf, dining, social, and recreational experiences. The uses and operations permitted on the portions of the Country Club Property that are hereafter located within the Subject Property shall include all uses and operations that are currently existing uses and operations and ancillary uses thereto, which include the following: a golf course, equipment storage and maintenance structures ancillary to the golf course use, golf shop, outdoor storage of landscape wastes and golf course materials, cart paths, driving and practice ranges, golf instruction facilities, washroom and refreshment buildings, parking lots, driveways, and pedestrian walkways, stormwater management facilities, and recreational facilities similar in size and purpose to those facilities currently allowed, permitted and constructed on other properties in the CR Conservation/Recreation District within the Village and these uses shall be

subject to the usual and customary site plan review and approval process by the Village. Upon annexation, the Village will zone the Subject Property CR District with a Special Use for a “public or private recreational facility where buildings do not occupy more than 10% of the site area.” Any new structures or uses constructed on the Subject Property may require an amendment to the Special Use as is customarily required in accordance with the codes and ordinances of the Village. Except for the Golf Avenue Parcel, the Parking Lot Parcel, and Shady Lane Lots, tree removal and other landscape activities, not contrary to the Village’s Codes and Ordinances, shall be allowed without prior Village review or approval.

Uses and operations Owner may in the future consider constructing on the Subject Property include certain other recreational improvements such as tennis courts, paddle tennis courts, ice skating rinks, indoor golf training and conditioning facility, and material storage silos to replace outdoor storage bins. Construction of such improvements shall be subject to the normal and customary permits and approvals from the Village and/or the County of DuPage as the case may be, and consistent with this operating agreement.

In addition, the entire Parking Lot Parcel, portions of which are covered with paved or gravel surfaces, may be used by Owner in their current condition for vehicular parking. Any future parking lot expansion, reconstruction or resurfacing within the Parking Lot Parcel shall be subject to and constructed in accordance with Village Codes and Ordinances then in effect. With respect to the Golf Avenue Parcel, the Owner shall be allowed to use said Parcel for periodic vehicular overflow parking. Due to the infrequent nature of the use of the Golf Avenue Parcel for parking, said Golf Avenue Parcel shall not be required to be paved.

12. The Owner and the Village intend that any use or operation on the Unincorporated Country Club Parcel during the term of this Operating Agreement shall be compatible with the use and operation of the Country Club for golf, dining, social and

recreational experiences. Commercial, residential or other uses, which are not compatible with the Country Club's golf, dining, social or recreational functions, shall not be allowed on the Unincorporated Country Club Parcel during the term of this Agreement.

13. It is likely Owner will in the future seek from the County of DuPage permits to erect aesthetic masonry monuments with identity signage on Unincorporated Country Club Property near the corner of Spring Ave. and Hill Ave. and at the driveway entrances to the clubhouse off Hill Avenue and to the maintenance building and lodge off Spring Ave. Owner agrees to submit to the Village landscape architectural drawings and specifications along with uplit lighting and landscape planting plans for Village review and approval which approvals shall not be delayed insofar as said drawings and plans are not inconsistent with Village codes in effect on April 30, 2014. Owner may also seek a license agreement from the Village to install and maintain landscape plantings extending into the Spring Ave and Hill Ave. rights-of-way which license agreement and the accompanying landscape plans and specifications along with a description and schedule of agreed upon maintenance tasks to be performed by Owner shall be subject to Village review and approval. It will be Owners intent to erect and maintain tasteful and aesthetically pleasing entrance features that will be perceived as amenities to the neighborhood and to the Village.

14. There is currently operating at the main entrance drive to the Country Club Property on Hill Avenue a flashing yellow and red overhead warning signal of unknown historical provenance but presumably erected by the Milton Township Highway Department. It is Owners intent to construct a new pedestrian crosswalk with appropriate striping, signage and traffic control devices in accordance with IDOT design policies and Village codes and to possibly remove or modify the existing overhead warning signal to the extent all or parts of the warning signal are not consistent with said policies and codes. Upon acquisition of

jurisdictional control of Hill Avenue at this intersection, the Village agrees to support Owner's intention to construct a crosswalk and the Village agrees to own and maintain said crosswalk and traffic control devices, subject to review and approval of appropriate plans and specifications by all appropriate authorities, upon construction by Owner of the said crosswalk and traffic control devices.

15. The Improvement Plans for the Six Lot Parcel envision a lowering of the roadway centerline profile on Hill Avenue by two-to-three feet at the crest of the hill just westerly of the main entrance to the Country Club Property to improve stopping sight distance. Village acknowledges that this design objective to improve stopping sight distance both easterly and westerly of the said main driveway is supported by the Village and it is the Village's intention to incorporate customary sight distance design criteria into plans approved by the Village for the reconstruction of Hill Avenue.

16. A major portion of the Shady Lane Parcel and the adjacent right-of-way of the Shady Lane cul-de-sac are in the Mapped Zone AE Regulatory Floodplain which imposes considerable restrictions on land uses and operations. Uses that may be permissible under Village Ordinances include recreational facilities currently allowed, permitted, and constructed on other properties in the CR Recreational District in the Village, subject to the usual and customary site plan review and approved process by the Village, such as pedestrian walkways and trails, parking lots and driveways, ice skating rinks, non-habitable warming shelters, fences, fire pits, and parking lots and driveways. Owner may seek the vacation of the easterly portion of the Shady Lane right-of-way from the Village in exchange for the dedication of a cul-de-sac right-of-way further to the west out of the Floodplain and the construction of a cul-de-sac pavement turn around. Village agrees to negotiate in good faith with Owner to accomplish this vacation and dedication/relocation of the Shady Lane Parcel cul-de-sac in accordance with

Village standards and policies in effect regarding vacations of rights-of-way. Owner intends to access such future improvement on the Shady Lane Parcel and parking lots through the existing maintenance facility/lodge driveway and not via Shady Lane. Village agrees to support and/or grant approval for such temporary or short term parking lots with greater than one foot of flood depth as provided and under the authority granted to the Village in the DuPage County “Countywide Stormwater and Flood Plain Ordinance” and the Village’s version amended thereof.

17. The initial term of this Operating Agreement shall be fifty (50) years. Thereafter, the Operating Agreement shall automatically be renewed for successive fifty (50) year periods, without the necessity of further action on the part of either the Village or the Owner, provided that the Owner is in compliance with its obligations under this Operating Agreement at the time of renewal. However, this Operating Agreement may be amended or terminated at any time upon the mutual agreement of the Village and the Owner.

18. The parties recognize and agree that, with respect to the Unincorporated Country Club Property, the County of DuPage will continue to maintain jurisdiction over the issuance of permits and licenses, including but not limited to liquor licenses and building permits. Police protection shall be provided by DuPage County. Fire protection will be provided by the Glen Ellyn Fire Department as long as the Village maintains an independent Fire Department.

19. Even while unincorporated, any addition, modification, new construction or remodeling of a currently existing building on the Country Club Property shall comply with the Village's fire suppression sprinkler requirements. Any new building or any addition on the Country Club Property that increases an existing building's footprint shall have a fire suppression sprinkler system if required by the Village building code in effect at the time a building permit is issued. Before commencing construction, the Owner shall receive approval

from the Village of the fire suppression sprinkler system design to be installed. The Owner will permit the Village to inspect the installation of the fire suppression sprinkler system and shall pay plan review, building permit and inspection fees as required by the Village's codes and ordinances, as they may be amended from time to time.

20. This Operating Agreement may not be changed, modified or terminated orally, but only by a written instrument of change, modification or termination executed by the party against whom enforcement of any change, modification or termination is sought.

21. This Operating Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and the venue for any litigation involving this Operating Agreement shall lie only in the Circuit Court of DuPage County or in the District Court of the Northern District of Illinois.

22. The agreements, terms, covenants and conditions herein shall be binding upon and shall inure to the benefit of Owner and the Village and their respective successors and assigns.

23. It is agreed that the parties hereto may in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, which shall include the right of the parties to recover a judgment for monetary damages against each other.

24. Unless the Unincorporated Country Club Property, the Golf Avenue Parcel, the Parking Lot Parcel, the First Hole Parcel and the Ninth Hole Parcel are subdivided for residential or other land uses unrelated to country club uses and operations, which under this Operating Agreement would require the approval of the Village or the termination of this Agreement, the Owner shall not be required by the Village to install sidewalks, curbs or gutters on the easterly side of Spring Avenue, the southerly side of Hill Avenue, the northerly side of

Hill Avenue adjacent to the Parking Lot parcel, the easterly side of Golf Avenue adjacent to the Parking Lot parcel, and the westerly side of Acorn Avenue adjacent to the Parking Lot Parcel.

25. Unless the Unincorporated Country Club Property, the First and Ninth Hole Parcel or the Golf Avenue Parcel is subdivided for residential or other uses unrelated to country club uses and operations, which under this Operating Agreement would require the approval of the Village or the termination of this Agreement, the Owner shall not be required by the Village to construct any road improvements on Spring Avenue, Hill Avenue, Golf Avenue or Acorn Avenue.

26. Notices or other writings which any party is required to or may wish to serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Village, or to the corporate authorities:

Village Manager
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois

with a copy to:

Robert Duncan
Duncan Law Group
161 N. Clark, Suite 2550
Chicago, IL 60601

If to the Owner:

Glen Oak Country Club
21 W 451 Hill Avenue
Glen Ellyn, Illinois 60137
Attention: Club Manager

with a copy to:

John M. O'Driscoll
Tressler LLP
305 W. Briarcliff Road
Bolingbrook, Illinois 60440

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

27. With respect to any provision of this Operating Agreement, time shall be of the essence.

28. The provisions set forth in this Operating Agreement incorporate the full and complete understanding of the parties to the exclusion of any terms or conditions not expressly set forth herein and supersede any prior negotiations, agreements or commitments by either party with respect to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

GLEN OAK COUNTRY CLUB

By _____
President

ATTEST:

By _____
Secretary

VILLAGE OF GLEN ELLYN

President

ATTEST:

Village Clerk

EXHIBIT A

Legal description of the Subject Property

EXHIBIT B

Plat of Annexation of the Subject Property

EXHIBIT C

Legal Description of the Country Club Property

EXHIBIT D

Legal Description of the Six Lot Parcel

EXHIBIT E

Plat of Dedication of parts of Hill and Golf Avenues

1732238v2

Attachment: EXHIBIT F - Draft Operating Agreement (NO. 6248 : Glen Oak Country Club Annexation Agreement)



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 07/14/14 07:00 PM
Department: Public Works
Department Head: Julius Hansen
Category: Resolution
Prepared By: Bob Minix

SCHEDULED

RESOLUTION 14-11

DOC ID: 1315

- 1. Resolution No. 14-11, A Resolution Concerning the Determination of the Glen Ellyn Village Board that Change Order Number One - Final with R. W. Dunteman Company for a decrease of \$195,897 is required for the Hawthorne Improvements Project for a revised and final contract cost of \$3,688,255.**
- 2. Motion to increase the appropriation for construction phase engineering services associated with the Hawthorne Improvements Project provided by Civiltech Engineering, Inc. in the amount of \$25,000, for a revised total appropriation of \$445,000 to be expensed to the Water, Sanitary Sewer and Capital Projects funds.**
- 3. Motion to approve Amendment No. 1 to the services agreement with Civiltech Engineering, Inc. for the Hawthorne Improvements Project for additional construction engineering expenses in the amount of \$46,375 resulting in a total not-to-exceed fee of \$445,000 for the work.**

Included in the project closeout package described herein are a change order form and Resolution for Village Board consideration in support of a final and balancing change order for the **Hawthorne Improvements Project**. Construction was substantially completed in 2012 by the R. W. Dunteman Company of Addison. Punch list items were completed in 2013. Agreement on final quantities has been reached after negotiations between staff, the resident engineers (Civiltech) and contractor.

In March 2012, the Village Board approved award of a \$4,085,000 contract (including 5% contingency) to R. W. Dunteman Company for reconstruction of the entire Hawthorne corridor from the west Village border with Wheaton to Ellyn Avenue near Lake Ellyn Park. Dunteman submitted the lowest of six bids received with their proposed cost of \$3,884,150, about 15% below the engineer's estimate for the work. The work included the complete reconstruction of the existing Hawthorne roadway within the Village and the section of Pleasant Avenue between Cottage and Hawthorne. More specifically, the proposed work included the reconstruction of about 5,200 feet of roadway with high-early PCC and 500 feet with full depth HMA pavements; installation or replacement of approximately 4,300 feet of new storm sewers, 1,100 feet of new water main and 1,000 feet of sanitary sewer; water and sanitary sewer service replacements; PCC sidewalks and driveways; and all incidental and collateral work necessary to complete the project. The project design engineer was Engineering Resource Associates of Warrenville.

Change Order No. 1 will be the final and balancing change order for the project. As final contract quantities are now established, this change order documents the balancing of items for existing contract items and addresses out-of-scope work items performed on the project. The extent of balancing between

current and final contract quantities and a listing of the new items are contained in the change order form and will be discussed further herein.

Change Order No. 1 - Final would **decrease** the value of the contract by **\$195,897** resulting in a change in the current contract price from \$3,884,152 to a **final cost of \$3,688,255**. As the amount of change exceeds \$10,000, Village Board action is mandated for approval of the change order.

No request is included herein for a project time extension. The contractor achieved completion on the critical scheduling items in accordance with contract requirements, particularly relative to opening the roadway on either end to accommodate the start of the 2012-2013 school year at both Hadley Junior High and Glenbard West High schools.

This memorandum also requests approval of an amendment to the construction engineering services agreement with Civiltech Engineering for additional construction management expenses associated with the oversight of the project. **Additional funding of \$25,000** is sought to compensate the consultant for their continuing project services.

CHANGE ORDER NO. 1 - FINAL

In addition to the summary presented on the attached Change Order form for CO #1, this memorandum will provide additional background and justification for the project work items. A total of 163 existing and 12 new items are covered in the change order. Modifications to the existing contract are required to accurately reflect actual project needs and field conditions.

A summary of all the recommended changes in contract quantities is presented in the detailed spreadsheet accompanying the Change Order form. The following table provides a summary review of the final contract status for an individual item or related group.

Original Contract Items

Many of the individual original contract pay items can be grouped into similar or related categories of work. The following **Quantity Balancing** table provides a summary review of the final contract status for an individual item or related group, based on the final project spreadsheet.

The change order covers two principal items: The final balancing between original and as-constructed quantities for the 163 original bid items (resulting in an **decrease** of about **\$251,360**) and the accounting of 12 contract extras (amounting to an **increase** of about **\$55,465**). Hence, the net overall change in the contract cost was a **decrease of about \$195,895** and constitutes the amount of the change order.

HAWTHORNE IMPROVEMENTS PROJECT BALANCING OF ORIGINAL CONTRACT QUANTITIES			
Category of Work	Original Contract Cost	Costs in Excess of Original Contract Amounts	Costs Less Than Original Contract Amounts

General Project Lump Sum Items	\$47,085	0	0
Tree Protection / Removals	\$27,630	\$260	0
Erosion and Dust Control	\$42,070	0	\$24,670
Temporary Ramps / Aggregate	\$57,735	0	\$7,800
Asphalt Pavement & Patches	\$78,580	0	\$10,380
Excavation / Roadway Removals	\$355,190	0	\$2,100
Roadway Undercuts	\$158,840	\$165,055	0
Roadway Base	\$70,275	\$11,830	0
Concrete Pavement	\$700,980	0	\$24,300
Curb & Gutter Construction	\$201,520	0	\$8,650
Driveway Construction	\$168,305	0	\$25,030
Sidewalk Construction	\$201,230	0	\$41,355
Utility Pipe Bedding & Backfill	\$31,240	0	\$26,825
Storm Sewer	\$553,765	0	\$18,390
Water Main Items	\$558,530	0	\$109,600
Sanitary Sewer	\$356,835	0	\$26,060
Adjust, Abandonments, Removals	\$25,410	0	\$16,780
Exploratory Excavation	\$4,250	0	\$3,515
Pavement Markings	\$8,865	\$5,040	0
Sod / Restorations	\$234,215	0	\$91,040
Message Sign	\$1,000	\$120	0
Electric Conduit	\$600	\$2,830	0
Subtotals	\$3,884,150	\$185,135	\$436,495
Net Decrease in Cost			\$251,360

As shown in the table, the project experienced somewhat typical under-run or over-run in most classes of work given the overall scope of the effort. Most of the work categories showed costs less than the original contract amounts, reflecting unused quantities or lack of need for various contingency items. One particular area of note was the significant extra expenses for removal of unsuitable roadway sub-base materials; about double the original undercut was required to appropriately construct the new streets.

Resident Engineer Dave Bugaj of Civiltech prepared a detailed explanation for cost increases or decreases of original contract items in excess of \$10,000. This narrative is included as part of the change order form.

New Contract Items

Twelve **new contract items** were required through the course of construction, as summarized in the following table:

HAWTHORNE IMPROVEMENTS PROJECT NEW ITEMS REQUIRED TO MEET FIELD / PROJECT CONDITIONS		
Item	Description	Cost
164	Special Sanitary Cleaning and Televising at Kenilworth and Hawthorne	\$860

165	Limestone Retaining Wall	\$9,935
166	Bituminous Driveway Remove and Replacement	\$3,730
167	Limestone Steps at 593 Hawthorne	\$1,260
168	Fire Hydrant Extensions	\$2,800
169	Additional Excavation and Topsoil on Newton	\$2,350
170	Special Plantings at 604 Hawthorne	\$2,010
171	Special Sanitary Sewer Disconnection at 602 Lenox / 604 Hawthorne	\$1,785
172	Temperature Control of Concrete During Hot Weather Paving (50/50 Split)	\$16,975
173	Re-Grading of Hawthorne and Lenox Intersection	\$5,020
174	Remobilization of Grading Operations due to Nicor Conflicts	\$2,405
176	Manhole Repair due to Snow Plow Damage Following 2012/2013 Winter	\$6,335
	Total Additional Items	\$55,465

The change order form narrative prepared by Dave Bugaj includes a detailed explanation for each of the 12 new contract items required during the course of the project.

CIVILTECH SERVICES AGREEMENT AMENDMENT

At the time of construction contract award, the Village Board also approved an engineering services agreement with Civiltech Engineering for construction oversight based on a staff recommendation. With about a 5% contingency, the approved funding level for the Hawthorne construction engineering service agreement with Civiltech was \$420,000, based on an original cost estimate of \$398,625.

Please note this excerpt from the cover memo for this action:

For this particular assignment, the most compelling consideration in the selection of the construction engineer is the need for a versatile and experienced team. While Duntelman is an established contractor, their forte is not necessarily in concrete paving and the schedule is extremely critical. Civiltech proposed key individuals that have very extensive experience with both Village projects in general and those constructed by Duntelman in particular and in concrete paving. In addition, the Civiltech proposal emphasized how their team would meet the project challenges with commensurate and flexible staffing levels, particularly for Senior Resident Engineer Dave Bugaj; offered to continue their current practice of a 2% discount on invoicing; and will set up a project construction website to enhance project communications.

The Hawthorne Improvements Project proved to be both challenging and rewarding. In addition to the normal construction challenges, the contractor did struggle at times, particularly with getting the roadway on grade and during the major concrete pours; close coordination with all project stakeholders was an everyday occurrence; the July 1 storm event was disruptive; the weather was unusually warm; utility relocations were delayed; additional street undercutting was required; and layout and construction of the new sidewalk on the south side of Hawthorne east of Park was tricky. Through it all, Civiltech guided the construction process with a firm and steady hand, resulting in significantly upgraded infrastructure; on-time delivery of critical project elements; a final construction cost not only under the Board-approved funding levels but about 5% (\$200,000) lower than the bid price; and an American Public Works

Association award-winning project. **There is no question that Civiltech is directly and primarily responsible for the successes that the project has enjoyed.**

The firm expended efforts as necessary to see the work through construction and project close-out through the 2013 and early 2014 timeframes. In December 2012, I was informed by Jim Ewers, Director of Construction Engineering Services at Civiltech, that their expenses exceed the original contract limit of \$398,625 and the Board approved funding limit of \$420,000. Now that all services are complete, the total Civiltech billings for the project amount to about \$451,500. As a show of good faith, the firm is willing to settle for total compensation of **\$445,000**, an increase of \$46,375 above the original contract fee amount, per the attached letter.

It is recommended that Amendment No. 1 to the Civiltech Engineering, Inc. Services Agreement for Construction Services be approved. The Amendment revises the not-to-exceed compensation level from \$420,000 to **\$445,000**. Additional funding of **\$25,000** is requested from Water, Sanitary Sewer and Capital Projects funds (\$5,000 water: 50100-580100-12001; \$2,000 sanitary: 50200-580100-12001; \$18,000 capital: 40000-580160-12001) to supplement the original contingency monies and square the funding with the total agreed-upon engineering costs.

Resolution No. _____

**A Resolution Concerning the Determination of the Glen Ellyn Village Board that
Change Order Number One - Final with the R. W. Dunteman Company
For an Decrease of \$195,897 Is Required for the
Hawthorne Improvements Project**

For a Revised and Final Contract Cost of \$3,688,255

Whereas, Chapter 720, Section 5/33-E-9 of the Illinois Compiled Statutes 2002 requires change orders on public contracts involving total cumulative changes of more than Ten Thousand Dollars (\$10,000) in value or a cumulative total of thirty (30) days in time to be made by written determination; and

Whereas, it has been determined that it would be beneficial to the Village to make adjustments to current contract unit quantities to match as-constructed amounts and to compensate the contractor for additional work performed on the project;

Now, therefore be it resolved by the President and Board of Trustees of the Village of Gen Ellyn, DuPage County, Illinois, in the exercise of its home rule powers, as follows:

Section One: The Corporate Authorities of the Village make the written determination that the circumstances necessitating the change were not within the contemplation of the contract as signed and that this change order is in the best interest of the Village.

Section Two: The change order which this determination involves relates to the following contract: Hawthorne Improvements Project, R. W. Dunteman Company. The nature of Change Order Number One - Final and the amount of change is as follows: Adjust original contract quantities for current contract items to reflect actual installed and measured amounts and to account for twelve new items, including: special sanitary sewer cleaning and televising at Hawthorne and

Kenilworth; limestone retaining wall construction; bituminous driveway removal and replacement; limestone step construction; fire hydrant extension installation; planting bed reconstruction on Newton; special parkway plantings installation; sanitary sewer service disconnection at 604 Hawthorne requiring hand digging; temperature control of concrete during hot weather paving; revised grading at Hawthorne and Lenox; remobilization of fine grading operations due to Nicor conflicts; repair of a damaged manhole due to snow plowing operations near 319 Hawthorne, all for a net cost decrease of one hundred ninety-five thousand eight hundred ninety-seven dollars (\$195,897), for a revised and final contract price of three million six hundred eighty-eight thousand two hundred fifty-five dollars (\$3,688,255). All extra work was performed as directed by the project engineering team.

Section Three: This written determination shall be preserved and in a permanent project file that is open to the public.

Section Four: This Resolution shall be in full force and effect from and after its passage and approval.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this day of _____, 2014.

Ayes:

Nays:

Absent:

Approved by the Village President of the Village of Glen Ellyn, Illinois, this _____ day of _____, 2014.

Village President of the Village

of Glen Ellyn, Illinois

Attest:

Village Clerk of the Village
of Glen Ellyn, Illinois

ATTACHMENTS:

- Hawthorne Change Order No 1 Form (PDF)
- Hawthorne_Req for Supp w Sig_07-07-14 (PDF)

CHANGE ORDER

Order No.: 1 (Final)

Date: July 14, 2014

Agreement Date: March 26, 2012

NAME OF PROJECT: HAWTHORNE IMPROVEMENTS PROJECT

OWNER: VILLAGE OF GLEN ELLYN

CONTRACTOR: R. W. DUNTEMAN COMPANY

The following changes are hereby made to the **CONTRACT DOCUMENTS**:

Attached hereto is a spreadsheet dated July 1, 2014 showing the original and revised contract quantities for 163 original contract items and 12 new items. These balancing adjustments (a net decrease of \$251,361.28) and new items (increase of \$55,463.80) are the result of field changes and circumstances encountered during project construction. All extra work was performed as directed by the project engineering team and these items are detailed in the attached narrative, as well as explanations for major changes in original contract quantities. Substantial completion of the project was achieved for all elements of the project by the contract date of September 28, 2012.

Change to **CONTRACT PRICE**:

Current **CONTRACT PRICE**: \$3,884,152.20

The **CONTRACT PRICE** due to this **CHANGE ORDER** will be **DECREASED** by **\$195,897.48**

The new **CONTRACT PRICE (FINAL)** including this **CHANGE ORDER** will be **\$3,688,254.72**

Change to **CONTRACT TIME**:

Original **CONTRACT TIME**: Project Completion: October 19, 2012

The **CONTRACT TIME** due to this **CHANGE ORDER** will be **not be modified**

The **CONTRACT COMPLETION DATE** including this **CHANGE ORDER** will remain October 19, 2012

APPROVALS:

Approved by Village Board on: _____

Requested by: Civiltech Engineering, Inc.

Reviewed by: Village of Glen Ellyn

Recommended by: Village of Glen Ellyn

Approved by: Village of Glen Ellyn

Accepted by: R. W. Duntelman Company

PROJECT FILE NAME: Hawthorne Improvements Project
Contractor: R. W. Duntman Company
Design Engineer: Engineering Resource Associates, Inc.
Construction Engineer: Civiltech Engineering, Inc.

7/1/2014

Original Contract Bid Price:

\$3,884,152.20

Village Board Authorized Amount:

\$4,085,000.00

Approved March 26, 2012

Change Order No. 1 (Final)

(\$195,897.48)

Revised and Final Contract Amount:

\$3,688,254.72

Item	Description	Contract Quantity	Unit	Unit Cost	Original Contract Amount	Actual Quantity	Actual Total Amount	Over Contract / (Under Contract)
ORIGINAL CONTRACT ITEMS - BASE BID								
1	CONSTRUCTION LAYOUT	1	L SUM	\$19,500.00	\$19,500.00	1.00	\$19,500.00	\$0.00
2	PRECONSTRUCTION VIDEO TAPING	1	L SUM	\$2,285.00	\$2,285.00	1.00	\$2,285.00	\$0.00
3	SODDING, SPECIAL	24,563	SQ YD	\$7.00	\$171,941.00	16,303.28	\$114,122.96	(\$57,818.04)
4	SUPPLEMENTAL WATERING	148	UNIT	\$1.00	\$148.00	0	\$0.00	(\$148.00)
5	TREE MULCHING	201	EACH	\$125.00	\$25,125.00	207.00	\$25,875.00	\$750.00
6	INSTALLATION AND MAINTENANCE OF TREE FENCE	7,549	FOOT	\$2.00	\$15,098.00	8,120.23	\$16,240.46	\$1,142.46
7	EARTH SAWCUT OF TREE ROOTS	3,990	FOOT	\$3.00	\$11,970.00	3,762.20	\$11,286.60	(\$683.40)
8	TREE REMOVAL (6 TO 15 UNITS)	12	UNIT	\$20.00	\$240.00	0	\$0.00	(\$240.00)
9	TREE REMOVAL (OVER 15 UNITS)	16	UNIT	\$20.00	\$320.00	18.00	\$360.00	\$40.00
10	DUST CONTROL, SPECIAL	5,500	GAL	\$2.00	\$11,000.00	700.00	\$1,400.00	(\$9,600.00)
11	DUST CONTROL WATERING	250	UNIT	\$11.00	\$2,750.00	168.00	\$1,848.00	(\$902.00)
12	DRIVEWAY RAMP	93	EACH	\$415.00	\$38,595.00	96.00	\$39,840.00	\$1,245.00
13	INTERSECTION RAMP	28	EACH	\$505.00	\$14,140.00	20.00	\$10,100.00	(\$4,040.00)
14	TEMPORARY AGGREGATE	2,500	TON	\$2.00	\$5,000.00	0	\$0.00	(\$5,000.00)
15	TRAFFIC CONTROL AND PROTECTION	1	L SUM	\$25,300.00	\$25,300.00	1.00	\$25,300.00	\$0.00
16	CHANGEABLE MESSAGE SIGN	50	DAY	\$20.00	\$1,000.00	56.00	\$1,120.00	\$120.00
17	EARTH EXCAVATION (SPECIAL)	8,612	CU YD	\$41.00	\$353,092.00	8,612.00	\$353,092.00	\$0.00
18	ADDITIONAL HAULING SURCHARGE, SPECIAL WASTE	100	LOAD	\$21.00	\$2,100.00	0	\$0.00	(\$2,100.00)
19	DRIVEWAY PAVEMENT REMOVAL	2,765	SQ YD	\$10.00	\$27,650.00	2,444.76	\$24,447.60	(\$3,202.40)
20	SIDEWALK REMOVAL	25,000	SQ FT	\$1.00	\$25,000.00	24,372.24	\$24,372.24	(\$627.76)
21	REMOVE AND REINSTALL BRICK PAVEMENT DRIVEWAY	184	SQ YD	\$72.00	\$13,248.00	178.81	\$12,874.32	(\$373.68)
22	REMOVE AND REINSTALL BRICK PAVEMENT SIDEWALK	150	SQ FT	\$8.00	\$1,200.00	92.66	\$741.28	(\$458.72)
23	REMOVE AND REINSTALL DECORATIVE STONE	175	SQ YD	\$80.00	\$14,000.00	5.75	\$460.00	(\$13,540.00)
24	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	2,888	CU YD	\$32.00	\$92,416.00	5,889.00	\$188,448.00	\$96,032.00
25	POROUS GRANULAR EMBANKMENT, SUBGRADE	2,888	CU YD	\$23.00	\$66,424.00	5,889.00	\$135,447.00	\$69,023.00
26	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	15,671	SQ YD	\$1.00	\$15,671.00	16,147.60	\$16,147.60	\$476.60

H.1.a

Attachment: Hawthorne Change Order No 1 Form (NO. 14-11 : Hawthorne Improvements Project Closeout)

Item	Description	Contract Quantity	Unit	Unit Cost	Original Contract Amount	Actual Quantity	Actual Total Amount	Over Contract / (Under Contract)
27	SUB-BASE GRANULAR MATERIAL, TYPE B 4"	13,186	SQ YD	\$4.00	\$52,744.00	16,489.37	\$65,957.48	\$13,213.48
28	AGGREGATE BASE COURSE, TYPE B 8"	60	SQ YD	\$31.00	\$1,860.00	0	\$0.00	(\$1,860.00)
29	BITUMINOUS MATERIALS (PRIME COAT)	96	GAL	\$5.00	\$480.00	81.42	\$407.10	(\$72.90)
30	AGGREGATE (PRIME COAT)	4	TON	\$158.00	\$632.00	0.13	\$20.54	(\$611.46)
31	PROTECTIVE COAT	13,234	SQ YD	\$1.00	\$13,234.00	0	\$0.00	(\$13,234.00)
32	PCC PAVEMENT 8"	12,736	SQ YD	\$54.00	\$687,744.00	12,531.12	\$676,680.48	(\$11,063.52)
33	CONCRETE CURB, TYPE B	150	FOOT	\$18.00	\$2,700.00		\$0.00	(\$2,700.00)
34	COMBINATION CONCRETE CURB AND GUTTER, TYPE B6.12	1,280	FOOT	\$13.00	\$16,640.00	1,021.00	\$13,273.00	(\$3,367.00)
35	COMBINATION CONCRETE CURB AND GUTTER, TYPE B6.18	11,173	FOOT	\$16.00	\$178,768.00	11,073.25	\$177,172.00	(\$1,596.00)
36	COMBINATION CONCRETE CURB AND GUTTER, TYPE B6.12, REMOVAL AND REPLACEMENT	162	FOOT	\$17.00	\$2,754.00	98.50	\$1,674.50	(\$1,079.50)
37	CURB REMOVAL AND REPLACEMENT SPECIAL	110	FOOT	\$6.00	\$660.00	125.60	\$753.60	\$93.60
38	HOT-MIX ASPHALT BASE COURSE, 5"	960	SQ YD	\$19.00	\$18,240.00	972.92	\$18,485.48	\$245.48
39	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	125	TON	\$71.00	\$8,875.00	126.27	\$8,965.17	\$90.17
40	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50	143	TON	\$75.00	\$10,725.00	123.83	\$9,287.25	(\$1,437.75)
41	FULL DEPTH PATCH	275	SQ YD	\$45.00	\$12,375.00	70.60	\$3,177.00	(\$9,198.00)
42	PARTIAL DEPTH HMA PATCH	95	SQ YD	\$23.00	\$2,185.00	77.53	\$1,783.19	(\$401.81)
43	TEMPORARY PATCH	1,240	SQ YD	\$18.00	\$22,320.00	1,389.49	\$25,010.82	\$2,690.82
44	PCC DRIVEWAY PAVEMENT, SPECIAL, RESIDENTIAL	2,970	SQ YD	\$35.00	\$103,950.00	2,330.55	\$81,569.25	(\$22,380.75)
45	PCC DRIVEWAY PAVEMENT, SPECIAL, COMMERCIAL	364	SQ YD	\$42.00	\$15,288.00	178.44	\$7,494.48	(\$7,793.52)
46	HIGH EARLY PCC DRIVEWAY PAVEMENT, SPECIAL, RESIDENTIAL	120	SQ YD	\$46.00	\$5,520.00	367.15	\$16,888.90	\$11,368.90
47	HIGH EARLY PCC DRIVEWAY PAVEMENT, SPECIAL, COMMERCIAL	50	SQ YD	\$53.00	\$2,650.00	0	\$0.00	(\$2,650.00)
48	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, SPECIAL	25,000	SQ FT	\$4.00	\$100,000.00	25,260.56	\$101,042.24	\$1,042.24
49	NEW SIDEWALK ON HAWTHORNE AND ELLYN	3,840	SQ FT	\$4.00	\$15,360.00	4,282.17	\$17,128.68	\$1,768.68
50	DETECTABLE WARNINGS	750	SQ FT	\$21.00	\$15,750.00	790.00	\$16,590.00	\$840.00
51	PERIMETER EROSION BARRIER	1,000	FOOT	\$2.00	\$2,000.00	236.50	\$473.00	(\$1,527.00)
52	TELEVISIONING OF SEWERS	12,589	FOOT	\$2.00	\$25,178.00	9,813.10	\$19,626.20	(\$5,551.80)
53	SEWER REMOVAL 15" OR LESS	2,522	FOOT	\$9.00	\$22,698.00	875.00	\$7,875.00	(\$14,823.00)
54	SEWER REMOVAL 15" OR LESS, SPECIAL	64	FOOT	\$20.00	\$1,280.00	0	\$0.00	(\$1,280.00)
55	SEWER REMOVAL GREATER THAN 15"	110	FOOT	\$13.00	\$1,430.00	58.00	\$754.00	(\$676.00)
56	TRENCH BACKFILL (SPECIAL)	680	CU YD	\$33.00	\$22,440.00	133.82	\$4,416.06	(\$18,023.94)
57	EXPLORATORY TRENCH, SPECIAL	250	CU YD	\$17.00	\$4,250.00	43.30	\$736.10	(\$3,513.90)
58	UNDERCUTTING FOR UTILITIES	200	CU YD	\$44.00	\$8,800.00	0	\$0.00	(\$8,800.00)
59	STORM SEWERS, TYPE 1, 6", PVC	1,000	FOOT	\$11.00	\$11,000.00	966.60	\$10,632.60	(\$367.40)
60	STORM SEWERS, TYPE 2.2, 6", PVC (SPECIAL)	200	FOOT	\$46.00	\$9,200.00	39.30	\$1,807.80	(\$7,392.20)

H.1.a

Attachment: Hawthorne Change Order No 1 Form (NO. 14-11 : Hawthorne Improvements Project Closeout)

Item	Description	Contract Quantity	Unit	Unit Cost	Original Contract Amount	Actual Quantity	Actual Total Amount	Over Contract / (Under Contract)
61	STORM SEWERS, TYPE 1, 8" PVC	88	FOOT	\$34.00	\$2,992.00	95.30	\$3,240.20	\$248.20
62	STORM SEWERS, TYPE 2.2, 8" PVC (SPECIAL)	200	FOOT	\$61.00	\$12,200.00	55.70	\$3,397.70	(\$8,802.30)
63	STORM SEWERS, TYPE 2.2, 10" PVC (SPECIAL)	30	FOOT	\$67.00	\$2,010.00	31.70	\$2,123.90	\$113.90
64	STORM SEWERS, 10" PVC, DIRECTIONAL BORED	257	FOOT	\$146.00	\$37,522.00	259.50	\$37,887.00	\$365.00
65	STORM SEWERS, TYPE 2.1, 10" PVC	5	FOOT	\$57.00	\$285.00	0	\$0.00	(\$285.00)
66	STORM SEWERS, TYPE 1, 12", PVC	46	FOOT	\$41.00	\$1,886.00	96.70	\$3,964.70	\$2,078.70
67	STORM SEWERS, TYPE 2.1, 12", PVC	46	FOOT	\$48.00	\$2,208.00	0	\$0.00	(\$2,208.00)
68	STORM SEWERS, TYPE 1, 15", PVC	58	FOOT	\$55.00	\$3,190.00	0	\$0.00	(\$3,190.00)
69	STORM SEWERS, RG, TYPE 1, 12", RCP	983	FOOT	\$40.00	\$39,320.00	1,258.70	\$50,348.00	\$11,028.00
70	STORM SEWERS, RG, TYPE 2.1, 12", RCP	442	FOOT	\$47.00	\$20,774.00	404.90	\$19,030.30	(\$1,743.70)
71	STORM SEWERS, RG, TYPE 2.2, 12", RCP	177	FOOT	\$65.00	\$11,505.00	169.50	\$11,017.50	(\$487.50)
72	STORM SEWERS, RG, TYPE 3, 12", RCP	199	FOOT	\$90.00	\$17,910.00	180.20	\$16,218.00	(\$1,692.00)
73	STORM SEWERS, RG, TYPE 1, 15", RCP	205	FOOT	\$45.00	\$9,225.00	179.40	\$8,073.00	(\$1,152.00)
74	STORM SEWERS, RG, TYPE 2.1, 15", RCP	933	FOOT	\$56.00	\$52,248.00	974.50	\$54,572.00	\$2,324.00
75	STORM SEWERS, RG, TYPE 2.2, 15", RCP	490	FOOT	\$71.00	\$34,790.00	479.50	\$34,044.50	(\$745.50)
76	STORM SEWERS, RG, TYPE 2.1, 18", RCP	1,119	FOOT	\$46.00	\$51,474.00	1,060.30	\$48,773.80	(\$2,700.20)
77	STORM SEWERS, TYPE 2.1, 20", DIP	40	FOOT	\$126.00	\$5,040.00	38.00	\$4,788.00	(\$252.00)
78	STORM SEWERS, RG, TYPE 2.1, 21", RCP	18	FOOT	\$67.00	\$1,206.00	19.70	\$1,319.90	\$113.90
79	SEWER SADDLE, 6"	5	EACH	\$197.00	\$985.00	0	\$0.00	(\$985.00)
80	SEWER SADDLE, 8"	5	EACH	\$219.00	\$1,095.00	3.00	\$657.00	(\$438.00)
81	CATCH BASINS, TYPE A, 4' - DIAMETER TYPE R-3065-L FRAME AND GRATE	6	EACH	\$2,449.00	\$14,694.00	8.00	\$19,592.00	\$4,898.00
82	CATCH BASINS, TYPE A, 4' - DIAMETER TYPE R-3275 FRAME AND GRATE	23	EACH	\$2,326.00	\$53,498.00	23.00	\$53,498.00	\$0.00
83	CATCH BASINS, TYPE A, 4' - DIAMETER TYPE R-3010 FRAME AND GRATE	1	EACH	\$2,402.00	\$2,402.00	1.00	\$2,402.00	\$0.00
84	CATCH BASINS, TYPE C, TYPE R-3065-L FRAME AND GRATE	3	EACH	\$1,394.00	\$4,182.00	3.00	\$4,182.00	\$0.00
85	CATCH BASINS, TYPE C, TYPE R-3275 FRAME AND GRATE	12	EACH	\$1,297.00	\$15,564.00	13.00	\$16,861.00	\$1,297.00
86	INLET SPECIAL	5	EACH	\$528.00	\$2,640.00		\$0.00	(\$2,640.00)
87	INLETS, TYPE A, TYPE 1 FRAME OPEN LID	1	EACH	\$901.00	\$901.00	1.00	\$901.00	\$0.00
88	INLETS, TYPE A, TYPE R-3065-L FRAME AND GRATE	1	EACH	\$1,268.00	\$1,268.00	3.00	\$3,804.00	\$2,536.00
89	INLETS, TYPE A, TYPE R-3275 FRAME AND GRATE	13	EACH	\$1,117.00	\$14,521.00	14.00	\$15,638.00	\$1,117.00
90	INLETS, TYPE A, TYPE R-3010 FRAME AND GRATE	1	EACH	\$1,213.00	\$1,213.00	1.00	\$1,213.00	\$0.00
91	INLETS, TYPE B, TYPE R-3275 FRAME AND GRATE	3	EACH	\$1,359.00	\$4,077.00	1.00	\$1,359.00	(\$2,718.00)
92	MANHOLES, TYPE A, 4' - DIAMETER, TYPE 1 FRAME, CLOSED LID	24	EACH	\$2,228.00	\$53,472.00	29.00	\$64,612.00	\$11,140.00
93	MANHOLES, TYPE A, 4' - DIAMETER, TYPE R-3275 FRAME AND GRATE	1	EACH	\$2,508.00	\$2,508.00	1.00	\$2,508.00	\$0.00

H.1.a

Attachment: Hawthorne Change Order No 1 Form (NO. 14-11 : Hawthorne Improvements Project Closeout)

Item	Description	Contract Quantity	Unit	Unit Cost	Original Contract Amount	Actual Quantity	Actual Total Amount	Over Contract / (Under Contract)
94	MANHOLES, TYPE A, 5' - DIAMETER, TYPE 1 FRAME, CLOSED LID	1	EACH	\$2,971.00	\$2,971.00	0	\$0.00	(\$2,971.00)
95	CONNECTION OF 6" STORM SEWER	30	EACH	\$221.00	\$6,630.00	27.00	\$5,967.00	(\$663.00)
96	CONNECTION TO EXISTING VORTEX SEPARATOR	1	EACH	\$1,830.00	\$1,830.00	1.00	\$1,830.00	\$0.00
97	PIPE UNDERDRAINS 4" (SPECIAL)	975	FOOT	\$14.00	\$13,650.00	545.10	\$7,631.40	(\$6,018.60)
98	DRAINAGE & UTILITY STRUCTURE TO BE ADJUSTED	28	EACH	\$520.00	\$14,560.00	18.00	\$9,360.00	(\$5,200.00)
99	DRAINAGE & UTILITY STRUCTURE TO BE RECONSTRUCTED	1	EACH	\$1,158.00	\$1,158.00	2.00	\$2,316.00	\$1,158.00
100	PRIVATE UTILITY STRUCTURE TO BE ADJUSTED	2	EACH	\$386.00	\$772.00	1.00	\$386.00	(\$386.00)
101	STRUCTURE REMOVAL/FILLING	42	EACH	\$314.00	\$13,188.00	30.00	\$9,420.00	(\$3,768.00)
102	INLET PROTECTOR	73	EACH	\$111.00	\$8,103.00	33.00	\$3,663.00	(\$4,440.00)
103	INLET PROTECTOR CLEANING	73	EACH	\$33.00	\$2,409.00	0	\$0.00	(\$2,409.00)
104	GATE VALVE & VALVE BOX, 6"	1	EACH	\$1,064.00	\$1,064.00	1.00	\$1,064.00	\$0.00
105	GATE VALVE & VALVE BOX, 8"	3	EACH	\$1,499.00	\$4,497.00	2.00	\$2,998.00	(\$1,499.00)
106	GATE VALVE & VALVE VAULTS, 8"	11	EACH	\$3,668.00	\$40,348.00	9.00	\$33,012.00	(\$7,336.00)
107	ADJUST WATER MAIN, 8"	100	FOOT	\$122.00	\$12,200.00	0	\$0.00	(\$12,200.00)
108	ADJUST WATER MAIN, 10"	25	FOOT	\$200.00	\$5,000.00	0	\$0.00	(\$5,000.00)
109	ADJUST WATER MAIN, 12"	75	FOOT	\$202.00	\$15,150.00	0	\$0.00	(\$15,150.00)
110	ADJUST WATER MAIN, 16"	50	FOOT	\$221.00	\$11,050.00	0	\$0.00	(\$11,050.00)
111	CASING PIPE FOR WATER MAIN, 8"	50	FOOT	\$103.00	\$5,150.00	0	\$0.00	(\$5,150.00)
112	WATER MAIN, 8", DIP	1,846	FOOT	\$83.00	\$153,218.00	1,769.30	\$146,851.90	(\$6,366.10)
113	WATER MAIN, 6", DIP	175	FOOT	\$59.00	\$10,325.00	49.10	\$2,896.90	(\$7,428.10)
114	WATER SERVICE ADJUSTMENT	10	EACH	\$766.00	\$7,660.00	0	\$0.00	(\$7,660.00)
115	WATER SERVICE CONNECTION (NEAR SIDE), 1-1/2"	10	EACH	\$1,519.00	\$15,190.00	7.00	\$10,633.00	(\$4,557.00)
116	WATER SERVICE CONNECTION (FAR SIDE), 1-1/2"	8	EACH	\$2,532.00	\$20,256.00	8.00	\$20,256.00	\$0.00
117	WATER SERVICE TRANSFER (NEAR SIDE), 1-1/2"	30	EACH	\$1,403.00	\$42,090.00	19.00	\$26,657.00	(\$15,433.00)
118	WATER SERVICE TRANSFER (FAR SIDE), 1-1/2"	24	EACH	\$2,674.00	\$64,176.00	16.00	\$42,784.00	(\$21,392.00)
119	WATER SERVICE REPLACEMENT (NEAR SIDE), 1-1/2"	8	EACH	\$2,806.00	\$22,448.00	17.00	\$47,702.00	\$25,254.00
120	WATER SERVICE REPLACEMENT (FAR SIDE), 1-1/2"	7	EACH	\$2,953.00	\$20,671.00	12.00	\$35,436.00	\$14,765.00
121	DISCONNECT WATER SERVICE	2	EACH	\$623.00	\$1,246.00	3.00	\$1,869.00	\$623.00
122	ADDITIONAL WATER SERVICE LINE	150	FOOT	\$15.00	\$2,250.00	137.70	\$2,065.50	(\$184.50)
123	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	10	EACH	\$4,398.00	\$43,980.00	7.00	\$30,786.00	(\$13,194.00)
124	REMOVE AND REPLACE FIRE HYDRANT	4	EACH	\$2,966.00	\$11,864.00	0	\$0.00	(\$11,864.00)
125	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX TO BE CUT IN	2	EACH	\$5,854.00	\$11,708.00	2.00	\$11,708.00	\$0.00
126	FIRE HYDRANTS TO BE REMOVED	7	EACH	\$441.00	\$3,087.00	6.00	\$2,646.00	(\$441.00)
127	FIRE HYDRANTS TO BE MOVED	1	EACH	\$1,599.00	\$1,599.00		\$0.00	(\$1,599.00)
128	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	15	EACH	\$118.00	\$1,770.00	1.00	\$118.00	(\$1,652.00)
129	ABANDON/REMOVE EXISTING VALVE & VAULT/BOX	9	EACH	\$276.00	\$2,484.00	9.00	\$2,484.00	\$0.00

H.1.a

Attachment: Hawthorne Change Order No 1 Form (NO. 14-11 : Hawthorne Improvements Project Closeout)

Item	Description	Contract Quantity	Unit	Unit Cost	Original Contract Amount	Actual Quantity	Actual Total Amount	Over Contract / (Under Contract)
130	NON PRESSURE CONNECTION TO EXISTING WATER MAIN	9	EACH	\$1,493.00	\$13,437.00	13.00	\$19,409.00	\$5,972.00
131	NON PRESSURE CONNECTION TO EXISTING SERVICE	3	EACH	\$1,010.00	\$3,030.00	3.00	\$3,030.00	\$0.00
132	REMOVE TEE	4	EACH	\$2,261.00	\$9,044.00	2.00	\$4,522.00	(\$4,522.00)
133	REMOVE CROSS	1	EACH	\$2,536.00	\$2,536.00		\$0.00	(\$2,536.00)
134	POINT REPAIR NO. 1 (20' LONG)	1	EACH	\$2,769.00	\$2,769.00	1.00	\$2,769.00	\$0.00
135	POINT REPAIR NO. 2 (5' LONG)	1	EACH	\$2,048.00	\$2,048.00	1.00	\$2,048.00	\$0.00
136	SANITARY SEWERS, PVC, SDR 26, TYPE 2, 8"	745	FOOT	\$61.00	\$45,445.00	1,338.10	\$81,624.10	\$36,179.10
137	SANITARY SEWERS, PVC, SDR 26, TYPE 1, 15"	64	FOOT	\$70.00	\$4,480.00	63.10	\$4,417.00	(\$63.00)
138	SANITARY SERVICE EXPLORATION	10	EACH	\$374.00	\$3,740.00	2.00	\$748.00	(\$2,992.00)
139	SANITARY SEWER SERVICE	2,080	FOOT	\$49.00	\$101,920.00	1,911.70	\$93,673.30	(\$8,246.70)
140	TEE/WYE REPLACEMENT (8" MAIN)	83	EACH	\$784.00	\$65,072.00	46.00	\$36,064.00	(\$29,008.00)
141	ADDITIONAL SANITARY SEWER MAIN, 8"	250	FOOT	\$55.00	\$13,750.00	87.10	\$4,790.50	(\$8,959.50)
142	SANITARY SERVICE TO BE ADJUSTED	100	FOOT	\$60.00	\$6,000.00	5.90	\$354.00	(\$5,646.00)
143	SANITARY CLEANOUT (EXISTING SERVICE)	3	EACH	\$770.00	\$2,310.00	5.00	\$3,850.00	\$1,540.00
144	SANITARY CLEANOUT (NEW SERVICE)	90	EACH	\$331.00	\$29,790.00	73.00	\$24,163.00	(\$5,627.00)
145	LIMITED INSPECTION OF LATERALS	30	EACH	\$440.00	\$13,200.00	7.00	\$3,080.00	(\$10,120.00)
146	SANITARY DROP MANHOLE, 4' - DIAMETER	1	EACH	\$3,694.00	\$3,694.00	1.00	\$3,694.00	\$0.00
147	SANITARY MANHOLE, 4' - DIAMETER	8	EACH	\$2,891.00	\$23,128.00	13.00	\$37,583.00	\$14,455.00
148	SANITARY MANHOLE TO BE ADJUSTED	13	EACH	\$874.00	\$11,362.00	9.00	\$7,866.00	(\$3,496.00)
149	SANITARY MANHOLE TO BE RECONSTRUCTED	2	EACH	\$1,475.00	\$2,950.00	3.00	\$4,425.00	\$1,475.00
150	THERMOPLASTIC PAVEMENT MARKING-LINE 4"	120	FOOT	\$21.00	\$2,520.00	0.00	\$0.00	(\$2,520.00)
151	THERMOPLASTIC PAVEMENT MARKING-LINE 24"	12	FOOT	\$125.00	\$1,500.00	44.3	\$5,537.50	\$4,037.50
152	MULTI POLYMER PAVEMENT MARKING -LINE 4"	160	FOOT	\$1.00	\$160.00	1,218.0	\$1,218.00	\$1,058.00
153	MULTI POLYMER PAVEMENT MARKING -LINE 6"	828	FOOT	\$1.00	\$828.00	1,506.0	\$1,506.00	\$678.00
154	MULTI POLYMER PAVEMENT MARKING -LINE 12"	790	FOOT	\$3.00	\$2,370.00	1,465.5	\$4,396.50	\$2,026.50
155	MULTI POLYMER PAVEMENT MARKING -LINE 24"	272	FOOT	\$5.00	\$1,360.00	223.5	\$1,117.50	(\$242.50)
156	MULTI POLYMER PAVEMENT MARKING, LETTERS AND SYMBOLS	32	SQ FT	\$4.00	\$129.20	32.3	\$129.20	\$0.00
157	MODULAR RETAINING WALL	600	SQ FT	\$35.00	\$21,000.00	77.53	\$2,713.55	(\$18,286.45)
158	REMOVE RETAINING WALL	200	SQ FT	\$10.00	\$2,000.00		\$0.00	(\$2,000.00)
159	STREET SWEEPING	30	DAY	\$527.00	\$15,810.00	19.00	\$10,013.00	(\$5,797.00)
160	UNDERGROUND CONDUIT, PVC, 2" DIA.	30	FOOT	\$20.00	\$600.00	171.50	\$3,430.00	\$2,830.00
161	HOT-MIX ASPHALT SURFACE REMOVAL 2"	250	SQ YD	\$11.00	\$2,750.00	96.69	\$1,063.59	(\$1,686.41)

Alternate Bid No. 1

162	PERVIOUS CONCRETE SIDEWALK	3,615	SQ FT	\$8.00	\$28,920.00	0	\$0.00	(\$28,920.00)
163	TEST PANELS	1	EACH	\$15,000.00	\$15,000.00	0	\$0.00	(\$15,000.00)
TOTAL (ORIGINAL PROJECT)					\$3,884,152.20		\$3,632,790.92	(\$251,361.28)

Item	Description	Contract Quantity	Unit	Unit Cost	Original Contract Amount	Actual Quantity	Actual Total Amount	Over Contract / (Under Contract)
NEW CONTRACT ITEMS								
164	AUP #1: ROOT CUT AND TV SAN ITARY	-	L SUM	860.00	\$0.00	1.00	860.00	\$860.00
165	AUP #2: LIMESTONE RETAINING WALL	-	SQ FT	53.00	\$0.00	187.48	9,936.44	\$9,936.44
166	AUP #3: BIT. DRIVEWAY R&R (3")	-	SQ YD	72.20	\$0.00	51.66	3,729.85	\$3,729.85
167	LIMESTONE STEPS AT 593 HAWTHORNE	-	L SUM	1,260.00	\$0.00	1.00	1,260.00	\$1,260.00
168	FIRE HYDRANT EXTENSION, 6"	-	EACH	1,400.00	\$0.00	2.00	2,800.00	\$2,800.00
169	EXC. & TOPSOIL - 12" DEPTH - 612 & 622 NEWTON	-	L SUM	2,347.59	\$0.00	1.00	2,347.59	\$2,347.59
170	SPECIAL PLANTINGS - 604 HAWTHORNE	-	L SUM	2,011.54	\$0.00	1.00	2,011.54	\$2,011.54
171	SANITARY SEWER DISCONNECT - 604 HAWTHORNE	-	L SUM	1,786.63	\$0.00	1.00	1,786.63	\$1,786.63
172	8" PCC SUMMER SERVICE - ICE (50/50 SPLIT)	-	L SUM	16,975.00	\$0.00	1.00	16,975.00	\$16,975.00
173	REGRADE HAWTHORNE & LENOX INTERSECTION DUE TO REQUIRED FIELD CHANGES	-	L SUM	5,017.01	\$0.00	1.00	5,017.01	\$5,017.01
174	REMOBILIZATION FOR GRADING - NICOR CONFLICTS	-	L SUM	2,403.25	\$0.00	1.00	2,403.25	\$2,403.25
176	REPLACE AND LOWER DAMAGED MANHOLE	-	L SUM	6,336.49	\$0.00	1.00	6,336.49	\$6,336.49
TOTAL (EXTRA ITEMS)					\$0.00		\$55,463.80	\$55,463.80
TOTAL PROJECT					\$3,884,152.20		\$3,688,254.72	(\$195,897.48)

Hawthorne Improvements Project - Pay Item Increases Over \$10, 000.00

Item No. 24 – Removal And Disposal of Unsuitable Material (+\$96,032.00)

-Increase was a result of poor soil conditions above and beyond the original expectations in the design process of the contract. The poor soil conditions resulted in additional material to be removed and replaced with stone. The stone provides a better base for the new roadway and also increases the drainage capabilities under the roadbed which also helps in the freeze thaw cycle of the roadway during the winter months. The improved base and drainage issues will also increase the longevity of the newly improved roadway.

Item No. 25 – Porous Granular Embankment, Sub-Grade (+\$69,023.00)

-Increase was a result of poor soil conditions above and beyond the original expectations. in the design process of the contract. The poor soil conditions resulted in additional material to be removed and replaced with stone. The stone provides a better base for the new roadway and also increases the drainage capabilities under the roadbed which also helps in the freeze thaw cycle of the roadway during the winter months. The improved base and drainage issues will increase the longevity of the newly improved roadway.

Item No. 27 – Sub-Base Granular Material, Type B 4" (+\$13,213.48)

-Increase was a result of the design calculations made payment for the sub-base granular material under the new concrete payment. However the sub-base granular that extended under the new curb and gutter and actually 6" beyond the new curb and gutter was incidental to the new curb and gutter installation. Additional excavation and stone placement was required beyond the six inch's beyond the curb to provide a solid surface for the mainline concrete paving machine. During multiple meetings regarding this issue the Village agreed to pay for the original stone placement under the curb and gutter that was originally incidental as long as the contractor completed the excavation beyond those limits and provided any additional stone beyond the six inches at no additional cost to the project.

Item No. 46 – High Early PCC Driveway Pavement, Special, Residential (+\$11,368.90)

-Increase was a result of the contract line item of high early concrete to provide more immediate access for residents to return to their driveways. The item was utilized in staging the driveway pours after the pavement and curb and gutter pours. The increase in the high early usage also resulted in a decrease in the contract line item for PCC Driveway Pavement Special that was not poured in a high early concrete. There are two items that are similar in nature but can provide access reinstatement to all residents on a specific block virtually near the same time based on the use or non use of the high early concrete line item.

Item No. 69 – Storm Sewers, RG, Type 1, 12", RCP (+\$11,028.00)

-Increase was a result of an additional storm sewer run that was added on Hawthorne after the award of the contract. The additional storm sewer run was added

west of the Hawthorne and Western Avenue intersection to provide additional storm sewer stub connections for residents in that area that had issues with backyard flooding issues. The additional storm sewer run provided more curb-line structures to pick up water in the roadway and also provided storm sewer stubs for the resident's to utilize to correct their backyard drainage issues.

Item No. 92 – Manholes, Type A, 4' Diameter, Type 1 Frame, Closed Lid (+\$11,140.00)

-Increase was a result of additional manholes added to the contract during project activities. The additional cost resulted in the addition of 5 manholes to the project. Two of the manholes were installed on the added storm sewer line on Hawthorne west of Western Avenue. The additional three manholes were existing manholes that were found to be in poor condition and were replaced during the project work.

Item No. 119 – Water Service Replacement (Near Side), 1-1/2" (+\$25,254.00)

-Increase was a result of similar items that were placed in the contract to cover similar work items. There were two items in the contract for replacement or transfer of the existing water service. Due to the increased cost in this item there will be a decrease in cost in the transfer of water service item noted as item #117 and item #118.

Item No. 120 – Water Service Replacement (Far Side), 1-1/2" (+\$14,765.00)

-Increase was a result of similar items that were placed in the contract to cover similar work items. There were two items in the contract for replacement or transfer of the existing water service. Due to the increased cost in this item there will be a decrease in cost in the transfer of water service item noted as item #117 and item #118.

Item No. 136 – Sanitary Sewers, PVC, SDR 26, Type 2, 8" (+\$36,179.10)

-Increase was a result of additional sanitary sewer spot repairs that were required from the sanitary sewer televising. In addition a long stretch of sanitary sewer main was replaced on Hawthorne between Kenilworth and Newton Avenue. The section of sanitary sewer was only scheduled to be repaired by spot repairs but due to the multiple repair locations it made more sense to replace a long section of existing sanitary sewer main. This section of main was installed with new manholes that will not require the cost of lining that will be performed as a separate contract for sanitary sewer lining in the more immediate future.

Item No. 147 – Sanitary Manhole, 4'- Diameter (+\$14,455.00)

-Increase was a result of additional sanitary sewer manholes that were identified during the construction that were in poor condition that needed to be replaced. In addition two new manholes were installed on the new sanitary sewer section that was added and described in item #136. Because the manholes were added they will save costs in the sanitary sewer lining that will be performed at a later date as an alternate project. If the manholes were not added the sanitary sewer pipe repair work would have been completed and the future lining would still have to be performed due to the fact that sanitary sewer lining work in most cases starts and ends at manholes for access.

(Total dollar amount increases described = +\$302,458.48)

Hawthorne Improvements Project - Pay Item Decreases Over \$10, 000.00

Item No. 3 – Sodding Special (-\$57,818.04)

-Decrease was a result of the anticipated quantity for this item based on the preliminary design was in excess of what was required to complete the final grading and landscaping for the project. Usually in the design process the entire parkway area from the sidewalk to the curb line is estimated to be replaced for proper grading. In the final landscaping portion of the project if established sod areas could be left and incorporated into the final grading they were left in place. Due to that fact a significant cost savings was made to the project and areas of previously established sod were not disturbed.

Item No. 23 – Remove And Reinstall Decorative Stone (-\$13,540.00)

-Decrease was a result of a nominal quantity that was placed in the original contract. It appeared that a large portion of the contract quantity was to be utilized at the Hawthorne and Ellyn curve and on Ellyn. However due to the sidewalk installation in those locations most of the decorative stone that was there was removed and replaced by concrete sidewalk. The installation of the sidewalk resulted in the decrease of the Decorative Stone quantity.

Item No. 31– Protective Coat (-\$13,234.00)

-Decrease was a result of the item not being utilized on the contract. The protective coat is utilized to protect newly poured concrete to winter temperatures and salt that may damage the concrete. Protective coat is normally applied to any concrete surface that is poured after November 1st and has not had at least 30 days of cure time prior to that date. All of the concrete on the project was completed in late August and allowed to cure for the 30 day total cure period required to omit the need for the protective coat application. Due to the dates and cure time requirements being met the need for the protective coat application was no longer necessary and was omitted.

Item No. 32 – PCC Pavement 8" (-\$11,063.52)

-Decrease was a result of a calculated quantity was placed in the original contract for the area of contract pavement to be installed. The final in place pavement was measured and the final area resulted in a 1.6% decrease in area than what was originally specified. The area in difference probably only related to the exact locations the pavement extended to on all of the north south streets on Hawthorne Avenue.

Item No. 44 – PCC Driveway Pavement, Special, Residential (-\$22,380.75)

-Decrease was a result of the use of the other driveway pavement item used as an alternate at specific locations as necessary. Item #46, High Early PCC Driveway Pavement, Special, Residential was utilized to provide more immediate access for residents to return to their driveways in specific locations as necessary. There are two items that are similar in nature but can provide access reinstatement to all residents on a

specific block virtually near the same time based on the use or non use of the normal driveway line item or the high early driveway item.

Item No. 53 – Sewer Removal 15" Or Less (-\$14,823.00)

-Decrease was a result of a quantity of storm sewer removal was estimated in the original contract. The existing storm sewer lengths were known however there are usually old or vacated storm sewer lines that are unknown and will often need to be removed either for new underground utility installation or for roadway excavation and installation. In this case the estimated amount of storm sewer removal was in excess of what was eventually encountered and removed as necessary.

Item No. 56 – Trench Backfill (Special) (-\$18,023.94)

-Decrease was a result of the amount of storm sewer removal that was encountered during the project. Trench backfill is incidental to the new utility installation. The trench backfill item is only utilized to backfill trenches from removed lines. The lines that were removed were far less than the original estimated quantity which also resulted in a decrease in the line item for trench backfill.

Item No. 107 – Adjust Water Main 8" (-\$12,200.00)

-Decrease was a result of a nominal quantity for this item was placed in the original contract in case there were any conflicts with the existing water main and the installation of the proposed sanitary or storm sewer main. No conflicts were encountered with the 8" water main therefore the entire quantity for this item was deleted.

Item No. 108 – Adjust Water Main, 12" (-\$15,150.00)

-Decrease was a result of a nominal quantity for this item was placed in the original contract in case there were any conflicts with the existing water main and the installation of the proposed sanitary or storm sewer main. No conflicts were encountered with the 12" water main therefore the entire quantity for this item was deleted.

Item No. 110 – Adjust Water Main, 16" (-\$11,050.00)

-Decrease was a result of a nominal quantity for this item was placed in the original contract in case there were conflicts with the existing water main and the installation of the proposed sanitary or storm sewer main. No conflicts were encountered with the 16" water main therefore the entire quantity for this item was deleted.

Item No. 117 - Water Service Transfer (Near Side), 1-1/2" (-\$15,433.00)

-Decrease was a result of similar items that were placed in the contract to cover similar work items. There were two items in the contract for transfer or replacement of the existing water service. Due to the decreased cost in this item there will be an increase in the replacement of water service item noted as item #119 and item #120.

Item No. 118 – Water Service Transfer (Far Side), 1-1/2" (-\$21,392.00)

-Decrease was a result of similar items that were placed in the contract to cover similar work items. There were two items in the contract for transfer or replacement of

the existing water service. Due to the decreased cost in this item there will be an increase in the replacement of water service item noted as item #119 and item #120.

Item No. 123 – Fire Hydrant With Auxiliary Valve And Valve Box (-\$13,194.00)

-Decrease was a result of 3 additional hydrants that were not installed that were in the original contract plan quantity. The original plan quantity called out for a total of ten hydrants to be installed but the contract plans indicated the installation of seven hydrants. The hydrant locations were reviewed and installed as the plans indicated with the exception of some minor revisions to the exact locations of the fire hydrants. The additional 3 hydrants that were in the original plan quantity were not required and were omitted.

Item No. 124 – Remove And Replace Fire Hydrant (-\$11,864.00)

-Decrease was a result of the estimated quantity that was placed in the contract that was not required. A quantity of 4 fire hydrants was placed in the original contract quantity. The existing fire hydrants were newer hydrants in good operating condition and there replacement was not necessary. Two of the existing fire hydrants were not at proper grade and extensions were added to the hydrants by added line item #168 rather than removing and replacing the hydrants.

Item No. 140 – Tee/Wye Replacement (8" Main) (-\$29,008.00)

-Decrease was a result of additional quantity of services estimated in the quantity of the contract. The original quantity accounted for replacement of the sanitary sewer service tee/wye at every address on Hawthorne Avenue. However due to the large number of north south streets on Hawthorne avenue almost all of the corner house sanitary sewer services went out to the north south sanitary sewer main and not the sanitary sewer main on Hawthorne. Due to that fact there was a large decrease in the plan quantity necessary.

Item No. 145 – Limited Inspection Of Laterals (-\$10,120.00)

- A quantity for this item was assumed in the original contract to be utilized as necessary to televise from the sanitary sewer service connection point up the sanitary sewer service to determine possible problems beyond the connection point. The item was utilized as necessary but the entire original quantity assumed was not required.

Item No. 157 – Modular Retaining Wall (-\$18,286.45)

-Decrease was a result of locations that were graded to provide drainage in lieu of utilizing the retaining wall. There were multiple locations along Hawthorne where the sidewalk ramps were lowered to be more compliant with ADA regulations. Almost all of those locations required the modular retaining wall installation for the difference in grade to be maintained within the Village right of way. At all of the locations that required retaining wall the option of grading onto private property or the use of retaining wall was discussed. In almost all cases the residents allowed access into private property for grading purposes in lieu of the modular wall. Those agreements resulted in a large decrease in the quantity of wall required to complete the project.

Item No. 162 – Pervious Concrete Sidewalk (-\$28,920.00)

-Decrease was a result of the item being deleted from the original contract. The quantity for this item was to be utilized as a possible alternate for the new sidewalk area on Hawthorne between Park Boulevard and Ellyn Avenue. And also along Ellyn Avenue between Hawthorne and the High School parking lot.

Item No. 163 - Test Panels (-\$15,000.00)

-Decrease was a result of the item being deleted from the original contract. The quantity for this item was to be utilized as a possible alternate for the new sidewalk area on Hawthorne between Park Boulevard and Ellyn Avenue and also along Ellyn Avenue between Hawthorne and the High School parking lot.

(Total Dollar Amount Decreases Described = -\$352,500.70)

Hawthorne Improvements Project - Items Added To The ContractItem No. 164 - AUP #1: Root Cut And Televisive Sanitary Main, MH #2-358 To MH #2-130 (+\$860.00)

-This item was added to the contract to account for heavy root cutting and televising of the sanitary sewer main at the south west quadrant of the Hawthorne and Kenilworth intersection. It was necessary to determine if the existing sanitary main at this location needed to be replaced or if the root cutting could clear up the partial blockage. The partial blockage was removed and it was not necessary to replace the existing sanitary sewer main.

Item No. 165 - AUP #2 Limestone Retaining Wall (Furnished) (+\$9936.44)

-This item was added to the contract to account for the retaining wall that was constructed on the south side of Hawthorne between Park Boulevard and Lenox. Originally the sidewalk was located near the back of curb and the location was revised after the contract was awarded. The change in the sidewalk location resulted in multiple grading issues that necessitated the installation of the additional retaining wall.

Item No. 166 - AUP #3 Bituminous Driveway Remove And Replace (3") (+\$3,729.85)

-This item was added to the contract to account for asphalt driveway replacement behind the sidewalk that was disturbed as part of any necessary sidewalk replacement near driveways. There was not an item included in the original contract for these repairs.

Item No. 167 - Installation Of Limestone Steps At 593 Hawthorne (+\$1260.00)

-This item was added to the contract to account for the retaining wall that was constructed on the south side of Hawthorne between Park Boulevard and Lenox. Originally the sidewalk was located near the back of curb and the location was revised after the contract was awarded. The change in the sidewalk location resulted in multiple grading issues that necessitated the installation of the retaining wall. In addition to the retaining wall the resident's sidewalk and steps needed to be replaced. An agreement was made with the resident that the Village would pay for the limestone steps if the resident picked up the cost of the sidewalk replacement that was constructed also in limestone.

The result of that agreement resulted in a more functional and aesthetic grading operation for both the public and private portion of the sidewalk construction.

Item No. 168 - Installation of 6" Extension To Existing Fire Hydrant (+\$2800.00)

-This item was added to the contract to account for extension of existing fire hydrants after final curb and gutter and grading was completed. There were only two hydrants that were required to be extended. One was at the northwest corner of the Hawthorne and Lenox intersection and the other was on the south side of Hawthorne between Euclid and Main Street.

Item No. 169 - Excavation and Topsoil For 12" Depth Planting Beds At 612 & 622 Newton (Time & Material) (+\$2347.59)

-This item was added to the contract to account for two parkway areas on Newton Avenue that had plantings of roses and flowers in the parkway prior to the start of the construction of the project. The additional item is to excavate the finished parkway area to a depth of 12" and deliver and place 12" of pulverized topsoil so that the residents at those locations could replant the roses and flowers in the parkway. The original item for parkway areas only called for 4" of topsoil and sod placement. There was a decrease in the quantity for the contract sod item in this parkway due to the planting bed work.

Item No. 170 - Installation Of Plantings, Yews & Mulch At 359 Hawthorne (Time & Material) (+\$2011.54)

-This item was added to the contract to account for the reestablishment of the parkway plantings that were removed from the parkway at this address. The cost would have been higher to dig up the existing plantings and store them for the resident and then reinstall them. New plantings were purchased for the resident and were under warranty by the nursery that they were purchased at in the event the plantings did not take. The additional cost included purchasing the plantings and planting the new plants at the locations determined by the resident. There was a decrease in the quantity for the contract sod item in this parkway due to the planting bed work.

Item No. 171 - Sanitary Sewer Service Disconnect At 604 Hawthorne (Time & Material) (+\$1786.63)

-This item was added to the contract to account for the hand digging to remove the joint sanitary sewer service at 604 Hawthorne yet still maintain the sanitary sewer service for the resident at 602 Lenox. The two services ran into a combined service in the Village parkway that was directly below multiple utilities. The new sanitary sewer service for 604 Hawthorne was relocated to Hawthorne rather than out to Lenox into the combined sanitary sewer service with 602 Lenox.

Item No. 172 - PCC Pavement 8" Summer Service (50% / 50% Split) (+\$16,975.00)

-This item was added to the contract to account for the additional ice that was added to multiple loads of concrete to reduce to the temperature of the concrete so that work could continue on the project. The additional cost of adding the ice to the concrete was \$20.00 per cubic yard. An agreement was made between the Contractor and the Village to split the cost so that work could continue even on days that the concrete and

ambient temperatures would have been too high to effectively place the concrete within contract specifications. It should also be noted that there were many consecutive days in the summer of 2012 that were above normal high temperatures.

Item No. 173 - Regrading Hawthorne And Lenox Due To Design Changes (Time & Material) (+\$5,017.01)

-This item was added to the contract to account for additional work performed by the contractor at the intersection. The intersection was graded according to the plan grades. After the final grading was completed and checked it was determined that due to the steep grade of Hawthorne the northwest corner intersection radius grades required modification. The modifications to the original plan were necessary to provide better drainage and a more smooth transition at the intersection between Hawthorne and Lenox.

Item No. 174 - Remobilization Of Fine Grading Operations Due To Nicor Conflicts (Time & Material) (+\$2,403.25)

-This item was added to the contract to account for the additional work the Contractor had to perform to re-grade the sub-grade that was prepared previously on Hawthorne between Main Street and Lenox. The contractor prepared that area and after the area was prepared Nicor forces came in to lower additional gas services by both directional boring and open cutting. The additional payment was to perform the re-grading operations a second time due to the utility relocation work being out of sequence.

Item No. 176 - Concrete Patch Around Damaged Manhole At 319 Hawthorne (Time & Material) (+\$6,336.49)

-This item was added to the contract to account for a manhole and concrete pavement panel that was replaced in the summer of 2013. The manhole was damaged by a Village snow plow in the previous winter. The damage to the manhole required that the frame and the entire pavement panel be replaced. The manhole in the roadway is in a transition area from a pavement crown to a super elevation. That situation was a partial factor in the damage to the existing manhole frame.

(Total Dollar Amount Of Items Added To The Original Contract = +\$55,463.80)

July 7, 2014

Mr. Robert J. Minix, P.E.
Professional Engineer
Village of Glen Ellyn, Public Works Department
30 South Lambert Road
Glen Ellyn, Illinois 60137

Re: Hawthorne Improvements Project
Construction Engineering Services
Request for Supplement to the Engineering Services Agreement

Dear Mr. Minix:

Thank you for the opportunity to submit our Request for a Supplement to the Engineering Services Agreement for this successful improvement in the Village of Glen Ellyn. We are requesting a supplement to our Construction Engineering Services Agreement in the amount of \$46,375. Our original contract amount of \$398,625 was exhausted due to the reasons detailed below. The supplement amount is for redesigns that were provided at the request of the Village and construction engineering services for a much longer duration than what was originally anticipated.

Design rework was needed to best fit some of the Hawthorne work into the existing conditions. Our resident engineer used additional hours to redesign the following items:

- Additional storm sewer for approximately 300 ft including four new storm structures and six pipe runs to alleviate backyard drainage issues; oversight of this new sewer installation required additional inspection time as well
- Revised sidewalk location and grades between Park and Lenox; additional surveying and engineering hours needed to make the sidewalk and driveway slopes work with the existing homes as the new sidewalk traversed down the steep hill
- Revised grades from those shown in the plans at the Lenox intersection; additional surveying and engineering determination proved the intersection drainage and slopes needed to be improved once the plan grades were laid out in the field
- Additional sanitary sewer and manholes were replaced on Hawthorne based on Civiltech staff review; this extra work will result in a savings of future costs in terms of sanitary lining completed outside the project scope

The Hawthorne Improvement's Plans / Special Provisions / Contract give the contractor the completion date of October 19, 2012. While the contractor did open the road to traffic, there were still a number of items that remained to be completed. Those items required inspection time which was not part of our

original estimated hours that were based on the contract completion date. The project and contractor work went beyond the original completion date due to the following reasons:

- Additional undercuts discovered during field work that were needed for roadway stability
- Our material testing subconsultant Midland Standard, in order to properly inspect the work, had to use an additional ~\$6K above their original estimate; Midland was on site more than expected due to the additional number of concrete pours that the contractor performed; the contractor who was new to concrete work had a lower production rate than what is customary, and Midland was there to inspect the increased number of concrete pours
- Concrete panel remove and replacement in June 2013 due to a snow plow hit on a manhole frame
- Restriping of the intersections in July 2013
- Driveway warranty replacement in September 2013
- All of the project's punch-list work was finally completed in March 2014

Some of the additional inspection and design time that was required has already been covered by Glen Ellyn's foresight with the contract contingency. The remaining amount needed over the contingency quantity for all of the additional work listed above is \$31,619.39. This was one of the projects with our 2% discount provided to the Village of Glen Ellyn, so the final number that would be on the invoice is \$30,987.00.

Per our discussions with the Village, Civiltech is willing to offset more of the additional engineering hours that were required. Glen Ellyn and Civiltech have enjoyed an outstanding working relationship for many years now, and we hope we always will. In that spirit of that relationship and cooperation, we offer to reduce our already discounted extra work request of \$30,987 down even further to \$25,000.

We truly appreciate your consideration of our request. If this proposal is acceptable, please execute below and return one copy to us. Please let us know if you have any questions or need anything else.

Very truly yours,



James D. Ewers, P.E.

Director of Construction Engineering Services

Civiltech Engineering, Inc.

Accepted by: _____

Title: _____

Date: _____



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 07/14/14 07:00 PM
Department: Administration
Department Head: Al Stonitsch
Category: Budget
Prepared By: Justin Keenan

SCHEDULED

ORDINANCE 6249

DOC ID: 1317

Ordinance No. 6249-VC, An Ordinance Amending Chapter Six of Title Seven (Solid Waste Collection and Disposal).

Background

The new 5 - year contract with Republic Services was approved in 2012 after a competitive RFP process. As part of the contract, Republic continued the services that residents appreciate in the Village, including Monday collection, weekly yard waste collection April - November, use of refuse and recycling carts with stickers for additional needs. With the new contract, the Village was required to adjust monthly billing rates on an annual basis. Billing rates include a monthly base rate (rates from Republic Services for refuse and recycling), as well as a supplementary rate for branch and brush collection, toter replacement, administration and a recycling rebate. The current rate structure is outlined in the table below:

Adjusted Rates - August 1, 2013

Curbside or Rear Door	Base Rate	Supplemental Rates					Total
	Refuse & Recycling	Brush & Branch	Toter	Admin	Rec. Credit		
35 gallon curb	\$11.60						\$15.50
65 gallon curb	\$15.15						\$19.05
95 gallon curb	\$17.20						\$21.10
35 gallon curb senior	\$10.55		\$2.50	\$0.75	\$1.25	(\$0.60)	\$14.45
35 gallon rear	\$19.30						\$23.20
65 gallon rear	\$25.40						\$29.30
95 gallon rear	\$25.40						\$29.30
35 gallon rear senior	\$17.50						\$21.40

Issues

Annual Base Rate Adjustment

The Village's contract with Republic Services provides for an annual increase based upon the Chicago consumer price index (CPI) for the following 12 months, with maximum percentage increases set at 4.5% for years 1-3 of the contract and 3.5% for years 4-5. The most recent CPI increase for May 2013 to May 2014 is 1.1%. Therefore, per the contract, Republic has requested in the attached letter that the base rate for services be adjusted by 1.1% for August 1, 2014 through July 31, 2015. Management is comfortable that the CPI increase is appropriate and the base rate should be adjusted by 1.1%. Also adjusted will be the sticker costs for refuse and yard waste, which will adjust from \$2.40 to \$2.45 per sticker. The price for the leaf sticker will remain \$1.50. Please note that this was the final year that the clean sweep event was held. For this reason, a fee for clean sweep was not included in the supplemental rates for 2013 and 2014.

Recycling Rebate Adjustment

As part of the contract, the Village introduced a monthly credit to each refuse account based on

recycling revenues received by the Village in the previous fiscal year, with the credit adjusted on an annual basis. For the second year of the rebate, August 1, 2013 to July 31, 2014, the rebate was \$0.60 per month per account (based upon revenues from the previous year of \$30,000). For August 1, 2014 through July 31, 2015, the rate should be adjusted to \$0.23 (based upon revenues from the previous fiscal year of \$19,639.51). The rebate is lower than last year's due to fluctuation in the recycling market that paid less per ton for recyclables. The Village's recycling rebate has fluctuated from year to year, with revenues ranging from \$20,000 in FY09/10 to \$200,000 in FY07/08. Management recommends adjusting the recycling rebate for August 1, 2014 through July 31, 2015 to a credit of \$0.23 per month.

Supplemental Rates

In prior years, Management completed long term plans for supplemental rates for Branch & Brush, Toter, and Administration. In 2013, the Branch and Brush rate was increased to \$2.50 to provide a long term plan for emergency preparedness funding for emergency events. The current Branch & Brush contract expires after the 2015 season. At that time, the Branch & Brush rate will be adjusted to align with a new contract. In 2013, the toter fee was lowered from \$1.00 to \$0.75 based on a long term funding plan to replace the toters after 12 years, which is beyond their 10 year warranty. Under this structure, the garbage toters are anticipated to be replaced in 2017 and recycling toters are anticipated to be replaced in 2021. In 2012, the Village Board lowered the Administration fee charged to customers from \$1.35 to \$1.25 per month, and set that as a goal, with the intention that as online account access and future ebilling becomes available and proliferates, the Village will realize additional cost savings. Actual administration costs for FY14 were \$112,123, which if distributed across 7243 accounts, is \$1.29 per account per month. The budgeted administration costs for Short Year 2014 is \$74,200, which if distributed across 7243 accounts is \$1.28 per account per month. Management is recommending no change to the supplemental rates for Branch & Brush, Toter, and Administration Fee and continuing the funding plans and targets that were implemented by the Board in prior years.

Adjusted Rates - August 1, 2014

Curbside or Rear Door	Base Rate						Supplemental Rates			Total
	Refuse & Recycling						Brush & Branch	Toter	Admin Rec. Credit	
35 gallon curb	\$11.70									\$15.97
65 gallon curb	\$15.30									\$19.57
95 gallon curb	\$17.40									\$21.67
35 gallon curb senior	\$10.65						\$2.50	\$.75	\$1.25 (\$0.23)	\$14.92
35 gallon rear	\$19.50									\$23.77
65 gallon rear	\$25.70									\$29.97
95 gallon rear	\$25.70									\$29.97
35 gallon rear senior	\$17.70									\$21.97

Recommendation

Management recommends adjusting the refuse and recycling base rate by 1.1% and update the supplementary rate to \$4.27 after deducting the \$.23 recycling credit.

Action Requested

The Village Board is requested to consider the proposed rate adjustment for residential solid waste collection services at the July 14, 2014 Village Board Meeting..

Attachments

- Ordinance
- Republic Services letter regarding rate adjustment

ORDINANCE NO. _____-VC**AN ORDINANCE AMENDING CHAPTER SIX OF TITLE SEVEN
(SOLID WASTE COLLECTION AND DISPOSAL)
OF THE VILLAGE OF GLEN ELLYN, ILLINOIS**

WHEREAS, the President and Board of Trustees on June 25, 2012, approved and on July 8, 2013 amended an agreement for solid waste collection and disposal services following a request for proposal process; and

WHEREAS, the agreement provides that refuse and recycling rates be adjusted on an annual basis per the Chicago consumer price index.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, in exercise of its home rule powers, as follows:

SECTION ONE: Section 7-6-4(A) of the Glen Ellyn Village Code is hereby deleted in its entirety and replaced with the following:

- (A) Residential Collections: Effective August 1, 2014, the fees to be charged for residential solid waste collection and disposal services shall be as follows:

<u>Monthly Refuse Collection Program</u>	<u>Monthly Base Rate</u>
Curbside collection of one Village provided 35-gallon wheeled cart	\$11.70
Curbside collection of one Village provided 65-gallon wheeled cart	\$15.30
Curbside collection of one Village provided 95-gallon wheeled cart	\$17.40
Senior rate for curbside collection of one Village provided 35-gallon wheeled cart	\$10.65
Rear door collection of one Village provided	\$19.50

35-gallon wheeled cart

Rear door collection of one Village provided \$25.70

65-gallon wheeled cart

Rear door collection of one Village provided \$25.70

95-gallon wheeled cart

Senior rate for rear door collection of one \$17.70

Village provided 35-gallon wheeled cart

Monthly Supplemental Rate: In addition to the base \$4.27

rate, each account will also be charged a monthly fee for branch and brush collection, clean sweep, toter replacement, administration of the program and a recycling *credit*.

Individual Sticker Prices

Refuse Sticker \$2.45

Yard waste \$2.45

Leaf Sticker \$1.50

Large household items One (1) Refuse Sticker

SECTION THREE: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the Village President and Board of Trustees of the Village of Glen Ellyn, Illinois, this _____ day of _____, 20_____.

AYES:

NAYS:

ABSENT:

APPROVED by the Village President of the Village of Glen Ellyn, Illinois, this _____ day of _____, 20_____.

Village President of the

Village of Glen Ellyn, Illinois

ATTEST:

Village Clerk of the
Village of Glen Ellyn, Illinois

(Published in pamphlet form and posted on the _____ day of _____, 20____.)

ATTACHMENTS:

- 2014 Republic Services letter regarding rate adjustment (PDF)



July 1, 2014

Mr. Justin Keenan
Administrative Intern,
Village of Glen Ellyn,
535 Duane Street,
Glen Ellyn, IL 60137

Re: Price adjustment as of August 1, 20134

Dear Justin:

As per the agreement for Residential Solid Waste Collection Services between Republic Services / Allied Waste and the Village of Glen Ellyn, I am writing to inform you of the new rates effective August 1, 2014. The Consumer Price Index – All Consumers for the Chicago-Gary – Kenosha area is used for the annual change during the preceding calendar year, that percentage is 1.1%. I have enclosed a copy of this statistic for you approval.

As we discussed the new rates that will be in effect as of August 1, 2014 are as follows:

35gallon cart Curbside service	\$11.70
35 gallon cart Senior Curbside service	\$10.65
35 gallon regular rear door service	\$19.50
35 gallon Senior rear door service	\$17.70
65 gallon carts Curbside service	\$15.30
65 gallon carts rear door service	\$25.70
96 gallon carts Curbside Service	\$17.40
96 gallon carts rear door service	\$25.70

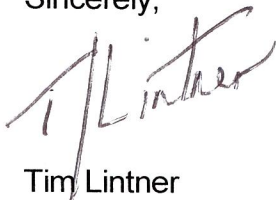
1330 Gasket Drive
Elgin, IL 60120
847-429-7370 • Fax 847-429-7383
republicservices.com

July 1, 2014

Solid Waste Sticker	\$2.45
Yard Waste Sticker	\$2.45
Leaf Sticker	\$1.50
Cart Exchange	\$16.50
Clean up Cost (per Ton)	\$169.35
Natural Disaster	\$148.80

I trust this meets with your approval; please feel free to contact me should you have any questions.

Sincerely,



Tim Lintner
Municipal Services Manager
Allied Waste / Republic Services

Databases, Tables & Calculators by Subject

FONT SIZE:  

Change Output Options: From: 2004 To: 2014 **GO**

☐ include graphs

[More Formatting Options](#) 

Data extracted on: April 24, 2014 (9:08:38 AM)

Consumer Price Index - All Urban Consumers

Series Id: CUURA207SA0
Not Seasonally Adjusted
Area: Chicago-Gary-Kenosha, IL-IN-WI
Item: All items
Base Period: 1982-84=100

Download:
 .xls

Year	Annual
2004	188.6
2005	194.3
2006	198.3
2007	204.818
2008	212.536
2009	209.995
2010	212.870
2011	218.684
2012	222.005
2013	224.545

12
-
Month
Percent
Change
Series Id: CUURA207SA0
Not Seasonally Adjusted
Area: Chicago-Gary-Kenosha, IL-IN-WI
Item: All items
Base Period: 1982-84=100

Download:
 .xls

Year	Annual
2004	2.2
2005	3.0
2006	2.1
2007	3.3
2008	3.8
2009	-1.2
2010	1.4
2011	2.7
2012	1.5
2013	1.1

Attachment: 2014 Republic Services letter regarding rate adjustment (NO. 6249 : 2014 Refuse Rate Adjustment)



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 07/14/14 07:00 PM
Department: Administration
Department Head: Al Stonitsch
Category: Agreement
Prepared By: Caroline Conlon

SCHEDULED

AGENDA ITEM (ID # 1320)

DOC ID: 1320

Motion to approve the Fire Prevention Award Program Guidelines.

Background

At the April 21, 2014 Village Board Workshop, staff presented to the Village Board recommendations for updating the Village of Glen Ellyn Tax Increment Financing and Economic Incentive Guidelines. As part of this discussion, Staff was asked to draft a Fire Prevention Award Program for future inclusion in the Guidelines, which would encourage existing businesses/properties within the C5A and C5B Central Business Districts to install Fire Prevention Systems and/or Sprinkler Systems.

The Board approved the revised Guidelines without the Fire Prevention Award Program during the Board meeting on April 28, 2014. During the June 16, Village Board Workshop meeting, the Board discussed the proposed Fire Prevention Award Program. The Board was in favor of the Award program as drafted, however, it was requested that a Sunset Clause be incorporated ending the Fire Prevention Award program after December 31, 2016. Beginning January 2017, fire alarm systems will be required in all properties in the C5A and C5B Downtown Commercial Districts. Planning and Development will be reviewing and recommending necessary amendments to the Village Code with respect to mandating fire alarms by January 1, 2017 at a future meeting. Staff was also asked to present some additional Award Scale options, which are included below for Council consideration and direction. Due to the ending date of this Award Program, properties may only apply for this Award one time.

Being presented before the Board at the July 14, Village Board Meeting is the newly drafted Fire Prevention Award Program. Staff is seeking Board direction and approval on the Fire Prevention Award Program. Similar to the Village's Façade and Interior Improvement Awards, financial awards are available to business owners or property owners, for no more than \$15,000, per building, per unit. However Staff has been asked to present some options for the Award Scale for this program, below are three options for the Board to consider. The first is the Award Scale that was approved for the Interior and Façade Award Programs updated earlier this year and is currently presented in the Draft Fire Prevention Award Program. Option A and B present additional options for the Award Scale.

Current Award Scale Approved for Interior and Façade Award Programs

Investment	Award
\$2,000 - 9,999	\$1,000
\$10,000 - 19,999	\$5,000
\$20,000 - 29,999	\$10,000
\$30,000 +	\$15,000

Alternative Options for Fire Prevention Award Scale

A.

Investment	Award
\$2,000 - 4,999	\$1,000
\$5,000 - 9,999	\$2,500
\$10,000 - 14,999	\$5,000
\$15,000 - 19,999	\$7,500
\$20,000 - 24,999	\$10,000
\$25,000 - 29,999	\$12,500
\$30,000+	\$15,000

B.

Investment	Award
\$2,000 - 3,499	\$1,000
\$3,500 - 4,999	\$1,750
\$5,000 - 7,499	\$2,500
\$7,500 - 9,999	\$3,750
\$10,000 - 12,499	\$5,000
\$12,500 - 14,999	\$6,250
\$15,000 - 17,499	\$7,500
\$17,500 - 19,999	\$8,750
\$20,000 - 22,499	\$10,000
\$22,500 - 24,999	\$11,250
\$25,000 - 27,499	\$12,500
\$27,500 - 29,999	\$13,750
\$30,000+	\$15,000

Other highlights of the Fire Prevention Award Program are outlined below.

Fire Prevention Award Program

1. Business/Properties must reside in the C5A or C5B Downtown Commercial Districts to be eligible.
2. Businesses/property owners participating in the Village's Downtown Retail Improvement Award Program are not eligible for this Award program, however, fire safety improvements are eligible and required under that program as well.

3. Projects must have a minimum budget of \$2,000.
4. All contractors working on the project must be registered with the Village's Planning and Development Department prior to building permits being issued.
5. Award applicants will be reviewed on a case by case basis.
6. The determination of eligibility and priority for awards is at the discretion of the Village Board, is subject to the scope of the work completed and is subject to funds availability. The Village Board may approve awards up to \$15,000.
7. Eligible Improvements include only:
 - a. Fire Alarm systems, including any needed electrical service improvements;
 - b. Fire sprinkler system installations or upgrade, including any needed water service improvements.
8. The Fire Prevention Award is not a reimbursement or direct payment for the costs of fire safety improvements. Rather, the award is designed to encourage business to make their own investment into fire prevention. Awards are only valid if the fire prevention improvements in question are completed within a year of the date of the Award approval.
9. Unless action is taken by the Glen Ellyn Village Board, the Fire Prevention Award Program will end on December 31, 2016.

Action Requested

Staff is requesting the Board select an Award Scale from the options listed previously for Staff to incorporate into the Fire Prevention Award Program and approve the proposed program which will establish the Fire Prevention Award Program.

Attachments

- Draft Fire Prevention Award Program

ATTACHMENTS:

- Draft Fire Prevention Award Program (PDF)

VILLAGE OF GLEN ELLYN

Fire Prevention Award Program
Application Packet

Village Manager's Office
535 Duane Street — Glen Ellyn, IL 60137 — Telephone 630.547.5345 — Fax 630.547.8849

VILLAGE OF GLEN ELLYN
Fire Prevention Award Program
As of July 8, 2014

Purpose

The goal of the Village of Glen Ellyn Fire Prevention Award Program is to assist businesses and property owners with meeting life safety code improvements and assisting in preserving the unique building stock within the downtown. The program supports the installation of fire alarm and sprinkler systems in buildings located in the C5A and C5B business districts. Businesses/property owners participating in the Village's Downtown Retail Improvement Award Program are not eligible for this Award program, however, fire safety improvements are eligible and required under that program as well. The Village Board reserves the sole right to amend, modify, add, or delete any part or subpart of this program.

Assistance Available

Approved projects are eligible to receive Fire Prevention Award in an amount not to exceed \$15,000, as determined by the Village Board. Awards will be formally issued after the fire safety improvements are completed and all requested documentation is received and reviewed by the Village to verify completion.

Eligibility Requirements

- Commercial property owners or business owners in the Central Business Districts (C5A or C5B) who meet the application requirements are invited to submit applications.
- Projects must have a minimum budget of \$2,000.
- Financial awards are available to business owners or property owners, for no more than \$15,000, per building, per unit, and is paid based on the following award scale:

Investment	Award
\$2,000 – 9,999	\$1,000
\$10,000 - 19,999	\$5,000
\$20,000 – 29,999	\$10,000
\$30,000 +	\$15,000

- All contractors working on the project must be registered with the Village Planning and Development Department prior to building permits being issued.
- Award applicants will be reviewed on a case by case basis.

- The determination of eligibility and priority for awards is at the discretion of the Village Board, is subject to the scope of the work completed and is subject to funds availability. The Village Board may approve awards up to \$15,000.

Eligible Improvements

This program provides awards for installation of fire safety and suppression systems. Types of improvements include but are not limited to:

- Fire Alarm systems , including any needed electrical service improvements;
- Fire sprinkler system installations or upgrade, including any needed water service improvements;

In general, changes to the project scope will not be considered for supplemental assistance after award approval is obtained. Unforeseeable changes will be considered on a case by case basis.

The Fire Prevention Award is not a reimbursement or direct payment for the costs of fire safety improvements. Rather, the award is designed to encourage business to make their own investment into fire prevention. Awards are only valid if the fire prevention improvements in question are completed within a year of the date of the Award approval. Written requests for time extensions may be considered by the Village Manager.

Required Submittals With Application:

- Signed lease, committing to minimum of a 3-year lease term is required for all new and relocating businesses (if a lease has not yet been signed, disbursement of the approved funds will be contingent on the Village receiving a signed lease).
- Signed vendor contract(s) with detailed costs for each proposed improvement. Any selected contractor(s) must be registered with the Village's Planning and Development Department prior to beginning any work on site.
- Consent from the building owner for proposed improvements, by signature on the attached form.
- Completed IRS Form W-9 Request for Taxpayer Identification Number and Certification

Application and Approval Process

Submission and approval of a complete award application is required prior to the completion of any improvements eligible for assistance. The applicant must submit all required documents as outlined on the first page of the application. Applicants should expect the review and approval process to

take approximately 4 weeks. The applicant must secure any required Village approvals, licenses or permits prior to starting improvements. The application process is outlined below:

- Contact the Economic Development Coordinator for program information and to determine project eligibility.
- Submit an award application, including all required submittals, to the Economic Development Coordinator.
- The Economic Development Coordinator will review the application and make a recommendation of approval, partial approval or denial of the award application to the Village Board. Village staff will attempt to review applications within 4 weeks of submittal.
- The application will be considered by the Village Board. The applicant's attendance is required at Village Board meeting as part of the application review process. The Village Board typically meets on the 2nd and 4th Monday evenings of every month.

Award Process

- Once work is completed, applicant submits copies of paid invoices from all contractors, proof of payment (copies of canceled checks and/or credit card receipts), a signed Award Request Certification form (attached) and Applicant's Affidavit for Award (attached), a Contractor's Affidavit that the work was complete as outlined in their final invoices submitted and paid to the Economic Development Coordinator.
- The Economic Development Coordinator along with the Planning and Development Department reviews completed project and work for conformance to the application and the Village Code.
- Check is distributed.

VILLAGE OF GLEN ELLYN

Fire Prevention Award

REQUIRED SUBMITTALS WITH APPLICATION:

- Signed lease, committing to minimum of a 3-year lease term is required for all new and relocating businesses (if a lease has not yet been signed, disbursement of the approved funds will be contingent on the Village receiving a signed lease).
- Signed vendor contract(s) with detailed costs for each proposed improvement.
- Consent from the building owner for proposed improvements, by signature on the attached form.
- Completed IRS Form W-9 Request for Taxpayer Identification Number and Certification

BUSINESS OWNER INFORMATION:

Business Owner Name: _____

Home Address: _____

Business Name: _____

Business Address: _____

Business Phone: _____ Fax: _____

Home Phone: _____ Email: _____

If tenant, what is the expiration date of your current lease? _____

If buyer under contract or tenant, who is the property owner? _____

Property Owner Name: _____

Property Owner Address: _____

Property Owner Phone: _____ Property Owner Fax: _____

Property Owner E-mail: _____

DESCRIPTION OF PROPOSED IMPROVEMENTS



ITEMIZED ACTIVITY DESCRIPTION

COST

Blank lined paper for writing.

TOTAL PROJECT COST:

AMOUNT OF AWARD REQUESTED:

APPLICATION CERTIFICATION

I, the undersigned, certify that I have read the program description and requirements for the Village of Glen Ellyn Fire Prevention Award Program. I certify that all information provided herein is true and accurate to the best of my knowledge. I understand that the improvements described in this application must receive all required permit approvals from the Village of Glen Ellyn prior to the commencement of construction. I further understand all eligible improvements identified in support of the award are permanent fixtures and will remain with the building.

Furthermore, I, the undersigned, my successors and assigns, hereby agree to save and hold harmless the Village of Glen Ellyn and any of its employees, officers and directors from all cost, injury and damage to any person or property whatsoever, any of which is caused by an activity, condition or event arising out of the performance, preparation for performance or nonperformance of any project improvement included in my award application. The above cost, injury, damage or other injury or damage incurred by or to any of the above shall include, in the event of an action, court costs, expenses of litigation and reasonable attorneys' fees. I understand that if my business closes or moves out of the Village of Glen Ellyn within 3 years I will be required to repay the Village in an amount as described on page 3 of the award packet.

Applicant Name (PRINT)

Applicant Signature

Date: _____

CONSENT FROM PROPERTY OWNER (Required if different from Applicant)

Property Owner Name (PRINT)

Property Owner Signature

Date: _____

*****Office Use Only*****

Application is: _____Approved _____Denied

Village President

Date

Economic Development Coordinator

Date

VILLAGE OF GLEN ELLYN
Fire Prevention Award
Award Request Certification

SUBMITTAL FOR AWARD

Please submit the following information to the Economic Development Coordinator once approved work is complete for award payment:

- This signed Award Request Certification
- Copies of invoices stamped "PAID" from all contractors, companies, individuals
- Proof of payment (limited to copies of canceled checks and/or credit card receipts)
- A signed and notarized Applicant's Affidavit for Award form provided by the Village of Glen Ellyn
- Applicant's Affidavit for Award (attached)

CERTIFICATION

I, the undersigned, warrant that all representations of the application submitted under the program are true and accurate and that there has been no material change which would in itself or cumulatively with other events impair the profitable functioning of my business operation. All agreements, warranties and representations made to the Village of Glen Ellyn are true at the time they were made and shall remain true at the time of submittal for Award under the program. The Village of Glen Ellyn may in its sole option cancel its assistance commitment either in whole or in part for failure to comply with the requirements of this award program or applicable Village Codes and Regulations.

Applicant Name (PRINT)

Applicant Signature

Date: _____

APPLICANT'S AFFIDAVIT FOR AWARD

STATE OF ILLINOIS)
) SS
 COUNTY OF DUPAGE)

TO: The Village of Glen Ellyn

The undersigned, _____ (Name), being duly sworn, deposes and says that he or she is the Owner/Tenant (strike one) of the property located at _____ (the "Premises") and has applied for a Fire Prevention Award from the Village of Glen Ellyn, in the amount of \$ _____, for interior improvements to the following commercial structure: _____ (the "Work.").

The attached proof of payment is true, correct, and genuine, and delivered unconditionally and the work set forth in said proof of payment has been completed and/or the materials set forth in the attached proof of payment has been used in connection with the Work in the Premises.

Upon payment of \$ _____ from the Village of Glen Ellyn, there shall be nothing due or to become due from the Village of Glen Ellyn in connection with the disbursement of the approved award amount from the Village of Glen Ellyn based on the documentation submitted to the Village of Glen Ellyn for the Work set forth in said proof of payment.

 Date

 Signature

SUBSCRIBED AND SWORN to
 before me this ____ day of
 _____, 20____.

 Notary Public

Attachment: Draft Fire Prevention Award Program (1320 : Fire Prevention Award Program Guidelines)

CONTRACTOR'S AFFIDAVIT FOR WORK COMPLETED

STATE OF ILLINOIS)
) SS
 COUNTY OF DUPAGE)

TO: The Village of Glen Ellyn

The undersigned, _____ (Name), being duly sworn, deposes and says that he or she is the Owner/Employee (strike one) of _____ Construction Company (the "Contractor") and has completed work for _____, (the "Applicant") recipient of the Village of Glen Ellyn Fire Prevention Award Program.

The attached proof of payment is true, correct, and genuine, and delivered unconditionally and the work set forth in said proof of payment has been completed and/or the materials set forth in the attached proof of payment by the Contractor for the Applicant.

 Date

 Signature

SUBSCRIBED AND SWORN to
 before me this ____day of
 _____, 20____.

 Notary Public