



Agenda
Village of Glen Ellyn
Regular Village Board Meeting
Monday, November 9, 2020
7:00 PM
Glen Ellyn Civic Center, Galligan Board Room
Held via Zoom and In Person
Streaming on www.glenellyn.org

Visitors are welcome to attend all meetings of the Village Board and can find copies of the Agenda at the meeting 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. Meetings are also streamed live on www.glenellyn.org. Any individual with a disability requiring a reasonable accommodation in order to participate in the meeting should contact the 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.

Due to the COVID-19 Pandemic, the public is allowed to attend the meeting in person, however face coverings are required and there will be limited capacity.

To participate in this meeting via Zoom, please visit the following link: <https://us02web.zoom.us/j/85886986121?pwd=aStWSW5zWFZsRjJ2WUtaeUxXanJCUT09>

Password: 686258

Or join by telephone:

Dial (for higher quality, dial a number based on your current location): US: +1 312 626 6799 or +1 301 715 8592 or +1 646 558 8656 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 9128

Webinar ID: 858 8698 6121

Passcode: 686258

- A. Call to Order**
- B. Pledge of Allegiance**
- C. Roll Call**
- D. Audience Participation**

1) Open:

Members of the public are welcome to speak to any item not specifically listed on tonight's agenda for up to (3) 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, their topic and the group, if any, they are representing prior to addressing the Village Board. Individuals wishing to address the Board shall exercise proper decorum and respect for the proceedings and the business of the Village Board, and shall refrain from abusive demeanor and language. The practice of ceding time to other speakers shall be prohibited, except in the discretion of the presiding officer of the meeting. Public officials are not obligated to respond to questions.

In lieu of participating in the live meeting, the public may also complete a public comment form which will be read into the record during the meeting. This form can be found at www.glenellyn.org/publiccomment.

E. 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:

Motion to approve the following items including Payroll and Vouchers totaling \$3,333,169.94. These agenda items have been reviewed by the Management Team & Village Attorney and are consistent with the Village's Purchasing Policy (Trustee Christiansen)

- 1) Total Expenditures (Payroll and Vouchers) - \$3,333,169.94
- 2) September 14, 2020 Regular Village Board Meeting Minutes
- 3) September 21, 2020 Regular Village Board Workshop Meeting Minutes
- 4) September 28, 2020 Regular Village Board Meeting Minutes
- 5) Approve the Recommendation of Village President Diane McGinley for the Appointment of Environmental Commissioner, Steve Swanson, for a Term Ending May 31, 2023
- 6) Motion to Authorize the Village Manager to Renew the GIS Consortium Service Provider Contract with Municipal GIS Partners, Inc., for a Period of Three Years for a Total Expenditure Not to Exceed \$322,845, to be Expensed to the General Fund and Water & Sewer Fund (IT Manager Chiappetta)
- 7) Approve Payment of an Annual Maintenance Fee, a Single Source Purchase Authorized by Section 1-10-2 of the Glen Ellyn Municipal Code, with Tyler Technologies, Inc. for MUNIS Software Support and Licensing in the Amount of \$91,324.90, to be Expensed to the General and Water & Sewer Funds (IT Manager Chiappetta)

- 8) Receive the Police Pension Board's Municipal Compliance Report for the Fiscal Year Ended December 31, 2019 (Finance Director Coyle)
- 9) Motion to Authorize the Village Manager to Execute an Engagement Letter for Audit Services with Lauterbach and Amen, LLP of Naperville, Illinois for the Village's Fiscal Year 2020 and 2021 Audit in the Amount of \$76,510, to be Expensed to the General Fund, Central Business District TIF Fund, Roosevelt Road TIF Fund, and Police Pension Fund (Finance Director Coyle)
- 10) Motion to Authorize the Village Manager to Enter into an Agreement with McGrath Consulting Group for a Police Department Assessment and Staffing Study for an Amount Not to Exceed \$43,300, to be Expensed from the Forfeiture Fund (Police Chief Norton)
- 11) Motion to Authorize the Village Manager to Execute a Contract with Landscape Concepts Management, Inc. of Grayslake Illinois, for a Three Year Forestry Work Contract from January 1, 2021 to December 31, 2023 for a Total Contract Cost of \$272,864.40 to be Expensed to the General Fund (Public Works Director Hansen)
- 12) Motion Pursuant to Section 1-10-1 of the Village Code to Waive Competitive Bidding and Authorize the Village Manager to Execute a Conditional Lease Contract, Subject to Attorney Review, to Harris Golf Cars of Sugar Grove, Illinois, to Provide 95 Yamaha Gasoline Golf Cars for the Annual Amount of \$57,557, Payable in Four Consecutive Years, for a Total Contract Price of \$230,228 to be Expensed to the Village Links/Reserve 22 Fund (General Manager Vesevick)
- 13) Motion to Approve a Revised Lease Agreement Between the Forest Preserve District of DuPage County and the Village of Glen Ellyn Providing for the Lease of Maintenance Building Property at Churchill Woods and Certain Property Commonly Known as the McKee House Property (Village Attorney Mathews)

F. Annexation of the Properties Located at 0N276 Cumnor Avenue, 0N282 Cumnor Avenue, 21W518 Fairway Street and 21W536 Acorn Avenue (Presented by Community Development Director Springer) (Trustee Enright)

- 1) Motion to open the public hearing to consider an annexation agreement for the properties located at 0N276 Cumnor Avenue, 0N282 Cumnor Avenue, 21W518 Fairway Street and 21W536 Acorn Avenue
- 2) Motion to close the public hearing to consider an annexation agreement for the properties located at 0N276 Cumnor Avenue, 0N282 Cumnor Avenue, 21W518 Fairway Street and 21W536 Acorn Avenue
- 3) Ordinance No. 6811, An Ordinance Approving Annexation Agreements for the Properties Located at 0N276 Cumnor Avenue (proposed address 544 Cumnor Avenue), 0N282 Cumnor Avenue (proposed address 548 Cumnor Avenue), 21W518 Fairway Street (proposed address 944 Fairway Street), and 21W536 Acorn Avenue (proposed address 936 Acorn Avenue) Glen Ellyn, IL 60137

- 4) Ordinance No. 6812, An Ordinance Annexing and Zoning the Properties Located at 0N276 Cumnor Avenue (proposed address 544 Cumnor Avenue), 0N282 Cumnor Avenue (proposed address 548 Cumnor Avenue), 21W518 Fairway Street (proposed address 944 Fairway Street), and 21W536 Acorn Avenue (proposed address 936 Acorn Avenue) Glen Ellyn, IL 60137

G. Annexation of the Property Located at 0N461 Scott Avenue (Community Development Director Springer) (Trustee Enright)

- 1) Motion to open the public hearing to consider an annexation agreement for the property located at 0N461 Scott Avenue
- 2) Motion to close the public hearing to consider an annexation agreement for the property located at 0N461 Scott Avenue
- 3) Ordinance No. 6813, An Ordinance Approving an Annexation Agreement for the Property Located at 0N461 Scott Avenue (Proposed Address: 623 Scott Avenue) Glen Ellyn, IL 60137
- 4) Ordinance No. 6814, An Ordinance Annexing and Zoning Property Located at 0N461 Scott Avenue (Proposed Address: 623 Scott Avenue) Glen Ellyn, IL 60137

H. Annexation of the Properties Located on the South Side of Hill Avenue between Walnut Road and I-355 (Community Development Director Springer) Trustee Enright)

- 1) Motion to open the public hearing to consider an annexation agreement for the properties located on the south side of Hill Avenue between Walnut Road and I-355
- 2) Motion to close the public hearing to consider an annexation agreement for the properties located on the south side of Hill Avenue between Walnut Road and I-355
- 3) Ordinance No. 6815, An Ordinance Approving an Annexation Agreement for the Properties Generally Located on the South Side of Hill Avenue Between Walnut Road and I-355 in Glen Ellyn, IL 60137
- 4) Ordinance No. 6816, An Ordinance Annexing the Properties Generally Located on the South Side of Hill Avenue Between Walnut Road and I-355 in Glen Ellyn, IL 60137
- 5) Ordinance No. 6817, An Ordinance Approving a Zoning Map Amendment for the Properties Generally Located on the South Side of Hill Avenue Between Walnut Road and I-355 in Glen Ellyn, IL 60137

I. Public Hearing and First Reading of the Proposed Annual Budget for the Village of Glen Ellyn in the Net Amount of \$64,908,556 for the Fiscal Year Beginning January 1, 2021 (Presented by Finance Director Coyle) (Trustee Fasules)

- 1) Motion to open a public hearing to receive comment on the proposed annual budget for the Village of Glen Ellyn in the net amount of \$64,908,556 for the fiscal year beginning January 1, 2021 and ending December 31, 2021
- 2) Motion to close a public hearing to receive comment on the proposed annual budget for the Village of Glen Ellyn in the net amount of \$64,908,556 for the fiscal year beginning January 1, 2021 and ending December 31, 2021
- 3) Motion to approve on first reading of an Ordinance adopting the annual Village of Glen Ellyn expenditure budget in the net amount of \$64,908,556, including the compensation plan, for the fiscal year beginning January 1, 2021 and ending December 31, 2021.

J. Public Hearing and First Reading of the Proposed 2020 Property Tax Levy for the Village of Glen Ellyn and the Glen Ellyn Public Library (Presented by Finance Director Coyle) (Trustee Fasules)

- 1) Motion to open the public hearing to receive comment on the proposed 2020 property tax levy for the Village of Glen Ellyn and the Glen Ellyn Public Library
- 2) Motion to close a public hearing to receive comment on the proposed 2020 property tax levy for the Village of Glen Ellyn and the Glen Ellyn Public Library
- 3) Motion to approve the first reading of an Ordinance for the levy and assessment of taxes in the amount of \$15,134,426 for the fiscal year beginning January 1, 2021 and ending December 31, 2021, of the Village of Glen Ellyn and the Glen Ellyn Public Library.

K. Reminders

- 1) A Special Village Board Meeting is scheduled for Monday, November 16, 2020 at 7:00 p.m.
- 2) A Regular Village Board Meeting is scheduled for Monday, December 14, 2020 at 7:00 p.m.

L. Other Business

M. Adjourn



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

Meeting 11/9/2020 7:00 PM
Department: Finance
Department Head:
Category: Vouchers
Prepared By: Lori Thomas

AGENDA ITEM (ID # 2020-626)

DOC ID: 2020-626

Total Expenditures (Payroll and Vouchers) - \$3,333,169.94

Statement of the Issue:

Please see the attached voucher report.

Analysis:

N/A

Budget Impact:

N/A

Action Requested:

Please approve the attached vouchers.

Attachments:

1. Vouchers 2020-11-09

Approval of Vouchers
For the Village Board Meeting on November 9, 2020

EXPENDITURES:

Accounts Payable Warrant 1020-4	10/23/2020	\$800,186.16		
Accounts Payable Warrant 1020-5	10/30/2020	\$1,976,884.40		
	Sub-Total	\$2,777,070.56	Warrant Total	<u>\$2,777,070.56</u>

PAYROLL EXPENDITURES

October 23, 2020

Net Employee Payroll Checks		\$349,588.82		
<u>Employee & Employer Payroll Deductions:</u>				
Employee Deductions*		\$154,880.62		
IMRF - Employer contribution		\$23,864.57		
Social Security/Medicare Tax Withheld - Employer portion		\$27,765.37		
	Total Payroll	<u>\$556,099.38</u>		<u>\$556,099.38</u>
			GRAND TOTAL	<u>\$3,333,169.94</u>

* 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.

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
51 ANCEL, GLINK, P.C.											
111568		10/08/2020		1020-5	242107	7,216.59	7,216.59	10/30/2020	INV	PD	PROFESSIONAL SERVICES/GEN'L CO
INVOICE:3146324 1020 CHECKDATE:10/30/2020											
65 AT&T											
111420		10/04/2020		1020-5	242111	109.47	109.47	10/30/2020	INV	PD	152796430 1020
INVOICE:152796430 1020 CHECKDATE:10/30/2020											
111570		10/16/2020		1020-5	242110	63.55	63.55	10/30/2020	INV	PD	630Z99013110 1020
INVOICE:630Z99013110 1020 CHECKDATE:10/30/2020											
						173.02					
82 BELL FUELS, INC.											
111112		10/07/2020		1020-4	242024	258.23	258.23	10/23/2020	INV	PD	FUEL
INVOICE:322054 CHECKDATE:10/23/2020											
111113		10/07/2020		1020-4	242024	721.39	721.39	10/23/2020	INV	PD	FUEL
INVOICE:322055 CHECKDATE:10/23/2020											
111481		10/21/2020		1020-5	242114	316.12	316.12	10/30/2020	INV	PD	FUEL
INVOICE:323303 CHECKDATE:10/30/2020											
111482		10/21/2020		1020-5	242114	1,067.16	1,067.16	10/30/2020	INV	PD	FUEL
INVOICE:323304 CHECKDATE:10/30/2020											
						2,362.90					
96 BONNELL INDUSTRIES, INC.											
111370		10/09/2020		1020-5	242118	96.95	96.95	10/30/2020	INV	PD	SPROCKETS
INVOICE:0194422-IN CHECKDATE:10/30/2020											
120 CANON SOLUTIONS AMERICA, INC											
111074		09/29/2020		1020-5	242120	305.00	305.00	10/23/2020	INV	PD	COPY PAPER
INVOICE:147056562 CHECKDATE:10/30/2020											
111426		10/13/2020		1020-5	242121	1,638.27	1,638.27	10/30/2020	INV	PD	PD, LINKS, CD, ADMIN, COPIERS
INVOICE:21986107 CHECKDATE:10/30/2020											
						1,943.27					
137 CDW GOVERNMENT, INC.											
111421		10/12/2020		1020-5	242122	4,350.00	4,350.00	10/30/2020	INV	PD	SQL LICENSING FOR SAN
INVOICE:2669087 CHECKDATE:10/30/2020											
142 WJN ENTERPRISES, INC											
110275		09/10/2020		1020-5	242123	-131.00	-131.00	09/18/2020	CRM	PD	PARTS RETURNED
INVOICE:609019 CHECKDATE:10/30/2020											
109308		07/16/2020		1020-5	242123	131.00	131.00	08/21/2020	INV	PD	LIGHT MOUNT
INVOICE:609019A CHECKDATE:10/30/2020											
111449		10/07/2020		1020-5	242123	380.00	380.00	10/30/2020	INV	PD	INVENTORY - CURB GUARDS
INVOICE:610604A CHECKDATE:10/30/2020											
						380.00					
175 COMMONWEALTH EDISON COMPANY											

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DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
111388		10/08/2020		1020-5	242131	1,016.10	1,016.10	10/30/2020	INV	PD	0018071031 1020
INVOICE:0018071031	1020	CHECKDATE:10/30/2020									
111100		10/06/2020		1020-4	242033	26.19	26.19	10/23/2020	INV	PD	0020022084 1020
INVOICE:0020022084	1020	CHECKDATE:10/23/2020									
111098		10/06/2020		1020-4	242031	76.75	76.75	10/23/2020	INV	PD	0082045001 1020
INVOICE:0082045001	1020	CHECKDATE:10/23/2020									
111387		10/13/2020		1020-5	242129	77.06	77.06	10/30/2020	INV	PD	0175026025 1020
INVOICE:0175026025	1020	CHECKDATE:10/30/2020									
111471		10/12/2020		1020-5	242140	8,039.97	8,039.97	10/30/2020	INV	PD	0201104136 1120
INVOICE:0201104136	1120	CHECKDATE:10/30/2020									
111389		10/07/2020		1020-5	242132	90.42	90.42	10/30/2020	INV	PD	0213156104 1020
INVOICE:0213156104	1020	CHECKDATE:10/30/2020									
111390		10/07/2020		1020-5	242133	25.39	25.39	10/30/2020	INV	PD	1773149091 1020
INVOICE:1773149091	1020	CHECKDATE:10/30/2020									
111391		10/07/2020		1020-5	242134	39.57	39.57	10/30/2020	INV	PD	2215042016 1020
INVOICE:2215042016	1020	CHECKDATE:10/30/2020									
111099		10/06/2020		1020-4	242032	28.45	28.45	10/23/2020	INV	PD	2217156139 1020
INVOICE:2217156139	1020	CHECKDATE:10/23/2020									
111392		10/02/2020		1020-5	242135	90.87	90.87	10/30/2020	INV	PD	2493106006 1020
INVOICE:2493106006	1020	CHECKDATE:10/30/2020									
111285		09/11/2020		1020-4	242030	7,097.26	7,097.26	10/23/2020	INV	PD	2943055045 1020
INVOICE:2943055045	1020	CHECKDATE:10/23/2020									
111393		10/07/2020		1020-5	242136	127.54	127.54	10/30/2020	INV	PD	3965055040 1020
INVOICE:3965055040	1020	CHECKDATE:10/30/2020									
111101		10/13/2020		1020-4	242029	274.10	274.10	10/23/2020	INV	PD	4145057007 1020
INVOICE:4145057007	1020	CHECKDATE:10/23/2020									
111104		10/07/2020		1020-4	242035	49.27	49.27	10/23/2020	INV	PD	4338096178 1020
INVOICE:4338096178	1020	CHECKDATE:10/23/2020									
111394		10/07/2020		1020-5	242137	99.35	99.35	10/30/2020	INV	PD	4593032014 1020
INVOICE:4593032014	1020	CHECKDATE:10/30/2020									
111395		10/07/2020		1020-5	242138	1,036.66	1,036.66	10/30/2020	INV	PD	5373072000 1020
INVOICE:5373072000	1020	CHECKDATE:10/30/2020									
111396		10/07/2020		1020-5	242139	95.37	95.37	10/30/2020	INV	PD	5897103011 1020
INVOICE:5897103011	1020	CHECKDATE:10/30/2020									
111386		10/15/2020		1020-5	242130	25.96	25.96	10/30/2020	INV	PD	6465153008 1120
INVOICE:6465153008	1120	CHECKDATE:10/30/2020									
111103		10/06/2020		1020-4	242034	112.03	112.03	10/23/2020	INV	PD	7584020116 1020
INVOICE:7584020116	1020	CHECKDATE:10/23/2020									
						18,428.31					
197 CRUSH-CRETE INC											
111105		10/08/2020		1020-4	242038	220.00	220.00	10/23/2020	INV	PD	ASPHALT
INVOICE:68327		CHECKDATE:10/23/2020									
204 DAILY HERALD											
111046		09/23/2020		1020-4	242039	70.20	70.20	10/14/2020	INV	PD	SEPTEMBER - OCTOBER NEWSPAPER
INVOICE:178282		CHECKDATE:10/23/2020									
241 DU-COMM											
111572		10/02/2020		1020-5	242150	37,608.75	37,608.75	10/30/2020	INV	PD	QRTLTY SHARES NOV.1 2020 - JA
INVOICE:17303		CHECKDATE:10/30/2020									

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
111048		09/29/2020		1020-4	242042	115,474.50	115,474.50	10/14/2020	INV	PD	QUARTERLY SHARES - 11/1/20 - 1
INVOICE:17304			CHECKDATE:10/23/2020								
111049		10/02/2020		1020-4	242042	5,567.07	5,567.07	10/14/2020	INV	PD	FACILITY LEASE COSTS 11/1/20-
INVOICE:17348			CHECKDATE:10/23/2020								
						158,650.32					
242 DU-KANE ASPHALT CO.											
111106		10/06/2020		1020-4	242043	627.76	627.76	10/23/2020	INV	PD	ASPHALT PATCH VARIOUS LOCATION
INVOICE:4370			CHECKDATE:10/23/2020								
280 EMERGENCY MEDICAL PRODUCTS INC											
111078		09/30/2020		1020-4	242044	375.80	375.80	10/23/2020	INV	PD	OPERATING SUPPLIES
INVOICE:2203636			CHECKDATE:10/23/2020								
291 EUCLID BEVERAGE, LLC											
111281		10/05/2020		1020-4	242045	177.00	177.00	10/23/2020	INV	PD	BEVERAGE RESALE
INVOICE:W-2582224			CHECKDATE:10/23/2020								
299 FAULKS BROS. CONSTRUCTION, INC.											
111122		09/29/2020		1020-4	242048	1,309.37	1,309.37	10/23/2020	INV	PD	FERTILIZERS FOR LINKS
INVOICE:342196			CHECKDATE:10/23/2020								
111500		10/01/2020		1020-5	242153	1,625.83	1,625.83	10/30/2020	INV	PD	SAND - OPERATING SUPPLIES
INVOICE:342594			CHECKDATE:10/30/2020								
111501		10/01/2020		1020-5	242153	1,631.22	1,631.22	10/30/2020	INV	PD	SAND - OPERATING SUPPLIES
INVOICE:342595			CHECKDATE:10/30/2020								
						4,566.42					
311 THE TERRAMAR GROUP, INC											
111399		10/08/2020		1020-5	242155	311.59	311.59	10/30/2020	INV	PD	INVENTORY - SIREN BRAKE
INVOICE:75760			CHECKDATE:10/30/2020								
315 ACUSHNET COMPANY											
111284		07/10/2020		1020-4	242049	119.00	119.00	10/23/2020	INV	PD	PRODUCT RESALE
INVOICE:909157166			CHECKDATE:10/23/2020								
111506		10/06/2020		1020-5	242156	82.19	82.19	10/30/2020	INV	PD	PRODUCT RESALE
INVOICE:909661589			CHECKDATE:10/30/2020								
111505		10/07/2020		1020-5	242156	42.17	42.17	10/30/2020	INV	PD	PRODUCT RESALE
INVOICE:909667975			CHECKDATE:10/30/2020								
111504		10/09/2020		1020-5	242156	42.17	42.17	10/30/2020	INV	PD	PRODUCT RESALE
INVOICE:909678369			CHECKDATE:10/30/2020								
111503		10/12/2020		1020-5	242156	281.75	281.75	10/30/2020	INV	PD	PRODUCT RESALE
INVOICE:909687130			CHECKDATE:10/30/2020								
111502		10/21/2020		1020-5	242156	479.79	479.79	10/30/2020	INV	PD	PRODUCT RESALE
INVOICE:909729406			CHECKDATE:10/30/2020								
						1,047.07					
348 GLEN ELLYN CHAMBER OF COMMERCE											
111081		10/13/2020		1020-4	242051	1,294.20	1,294.20	10/23/2020	INV	PD	MEMBERSHIP INVESTMENT DUES

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
INVOICE:19164 CHECKDATE:10/23/2020											
355 GLEN ELLYN PUBLIC LIBRARY											
PPRT-126		10/26/2020		1020-5	26243	4,043.83	4,043.83	10/30/2020	DIR	PD	PPRT TO LIBRARY
INVOICE:PPRT-145 CHECKDATE:10/30/2020											
356 GLEN ELLYN VOLUNTEER FIRE CO.											
111303		10/20/2020		1020-4	26185	168,681.25	168,681.25	10/23/2020	DIR	PD	3RD QTRLY FIRE CONTRIBUTIONS
INVOICE:FY20-3RD QTR CHECKDATE:10/23/2020											
357 GLEN ELLYN YOUTH/FAMILY COUNSELING											
111326		10/22/2020		1020-4	242052	35,000.00	35,000.00	10/23/2020	INV	PD	ANNUAL CONTRIBUTIONS
INVOICE:111326 CHECKDATE:10/23/2020											
360 GLENBARD W. W. TREATMENT PLT.											
111358		10/08/2020		1020-5	26236	-11,432.57	-11,432.57	10/23/2020	CRM	PD	FLOW BILL ADJUSTMENT 2020
INVOICE:FY20-10 CHECKDATE:10/23/2020											
1051916		10/20/2020		1020-5	26184	295,006.50	295,006.50	10/23/2020	DIR	PD	MONTHLY FLOW BILL OCT 20
INVOICE:FY20-7 CHECKDATE:10/23/2020											
						283,573.93					
389 HOLSTEIN'S GARAGE											
111453		09/30/2020		1020-5	242164	157.00	157.00	10/30/2020	INV	PD	IDOT SAFETY LANE INSPECTIONS 0
INVOICE:1427 CHECKDATE:10/30/2020											
414 ILLINOIS DEPT. OF REVENUE											
ST-1-165		10/20/2020		1020-5	26208	24,546.00	24,546.00	10/23/2020	DIR	PD	LINKS SALES TAX OCT 2020
INVOICE:ST-1-182 CHECKDATE:10/23/2020											
422 ILLINOIS SECRETARY OF STATE											
111456		10/06/2020		1020-5	242167	158.00	158.00	10/30/2020	INV	PD	1FM5K8AB3LGD00945 #PD008
INVOICE:1FM5K8AB3LGD00945 CHECKDATE:10/30/2020											
111454		10/06/2020		1020-5	242167	158.00	158.00	10/30/2020	INV	PD	73-43-95-0223 5 1020 PD#1019
INVOICE:1FM5K8AB5LGD00946 CHECKDATE:10/30/2020											
111455		08/26/2020		1020-5	242167	158.00	158.00	10/30/2020	INV	PD	1FM5K8AW3LG092834 #PD #004
INVOICE:1FM5K8AW3LG092834 CHECKDATE:10/30/2020											
						474.00					
426 ILLINOIS STATE POLICE											
111428		06/30/2020		1020-5	242168	28.25	28.25	10/30/2020	INV	PD	G.E. LIQUOR CONTROL COMM.
INVOICE:IL022090L CHECKDATE:10/30/2020											
546 LEN'S ACE HARDWARE, INC.											
111262		09/30/2020		1020-4	242062	71.96	71.96	10/23/2020	INV	PD	MAINT. SUPPLIES
INVOICE:96869/3 CHECKDATE:10/23/2020											
111263		09/30/2020		1020-4	242062	8.99	8.99	10/23/2020	INV	PD	MAINT. SUPPLIES

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
INVOICE:96875/3			CHECKDATE:10/23/2020									
111261		10/08/2020		1020-4	242062	8.67		8.67	10/23/2020	INV	PD	MAINT. SUPPLIES
INVOICE:96968/3			CHECKDATE:10/23/2020									
111530		10/12/2020		1020-5	242174	28.79		28.79	10/30/2020	INV	PD	PARTS
INVOICE:97024/3			CHECKDATE:10/30/2020									
111401		10/12/2020		1020-5	242174	13.48		13.48	10/30/2020	INV	PD	CLEANING SUPPLIES
INVOICE:97025/3			CHECKDATE:10/30/2020									
111533		10/14/2020		1020-5	242174	71.96		71.96	10/30/2020	INV	PD	PROPANE EXCHANGE
INVOICE:97048/3			CHECKDATE:10/30/2020									
111531		10/15/2020		1020-5	242174	8.99		8.99	10/30/2020	INV	PD	PARTS
INVOICE:97059/3			CHECKDATE:10/30/2020									
111558		10/17/2020		1020-5	242174	104.34		104.34	10/30/2020	INV	PD	PROPANE EXCHANGE/SUPPLIES
INVOICE:97088/3			CHECKDATE:10/30/2020									
111464		10/20/2020		1020-5	242174	26.97		26.97	10/30/2020	INV	PD	OPERATING SUPPLIES
INVOICE:97117/3			CHECKDATE:10/30/2020									
111556		10/21/2020		1020-5	242174	143.93		143.93	10/30/2020	INV	PD	PROPANE EXCHANGE - COVID
INVOICE:97133/3			CHECKDATE:10/30/2020									
111559		10/23/2020		1020-5	242174	107.95		107.95	10/30/2020	INV	PD	PROPANE EXCHANGE - COVID
INVOICE:97174/3			CHECKDATE:10/30/2020									
111557		10/24/2020		1020-5	242174	125.94		125.94	10/30/2020	INV	PD	PROPANE EXCHANGE - COVID
INVOICE:97185/3			CHECKDATE:10/30/2020									
						721.97						
595 MENARDS, INC.												
111402		10/07/2020		1020-5	242176	198.88		198.88	10/30/2020	INV	PD	PIPE RACK MAT'LS FOR NEWTON YA
INVOICE:53427			CHECKDATE:10/30/2020									
111403		10/07/2020		1020-5	242176	368.61		368.61	10/30/2020	INV	PD	LAREM EAR PROTECTION/LUMBER FO
INVOICE:53455			CHECKDATE:10/30/2020									
						567.49						
612 KONICA MINOLTA BUSINESS SOLUTIONS INC												
111430		10/14/2020		1020-5	242173	230.00		230.00	10/30/2020	INV	PD	PD COPIER
INVOICE:9007201715			CHECKDATE:10/30/2020									
651 NORTHERN ILLINOIS GAS COMPANY												
111536		10/08/2020		1020-5	242183	1,085.44		1,085.44	10/30/2020	INV	PD	01-66-52-1000 9 1120
INVOICE:01-66-52-1000		9 1120	CHECKDATE:10/30/2020									
111435		10/14/2020		1020-5	242183	890.02		890.02	10/30/2020	INV	PD	23-06-62-1000 8 1020
INVOICE:23-06-62-1000		8 1020	CHECKDATE:10/30/2020									
111535		10/07/2020		1020-5	242183	140.34		140.34	10/30/2020	INV	PD	24-99-00-1000 1 1120
INVOICE:24-99-00-1000		1 1120	CHECKDATE:10/30/2020									
111434		10/15/2020		1020-5	242183	47.05		47.05	10/30/2020	INV	PD	28-61-60-1000 6 1120
INVOICE:28-61-60-1000		6 1120	CHECKDATE:10/30/2020									
111084		10/09/2020		1020-4	242068	224.89		224.89	10/23/2020	INV	PD	34-56-52-1000 1 1120
INVOICE:34-56-52-1000		1 1120	CHECKDATE:10/23/2020									
111096		10/07/2020		1020-4	242068	143.13		143.13	10/23/2020	INV	PD	44-87-05-0078 0 1120
INVOICE:44-87-05-0078		0 1120	CHECKDATE:10/23/2020									
111097		10/07/2020		1020-4	242068	177.09		177.09	10/23/2020	INV	PD	54-31-40-1000 7 1120
INVOICE:54-31-40-1000		7 1120	CHECKDATE:10/23/2020									
111433		10/15/2020		1020-5	242183	233.03		233.03	10/30/2020	INV	PD	59-47-62-1000 6 1120
INVOICE:59-47-62-1000		6 1120	CHECKDATE:10/30/2020									
111409		10/08/2020		1020-5	242183	38.42		38.42	10/30/2020	INV	PD	65-16-52-1000 9 1020

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DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
INVOICE:65-16-52-1000		9 1020	CHECKDATE:10/30/2020									
111436		10/15/2020		1020-5	242183	41.89		41.89	10/30/2020	INV	PD	73-43-95-0223 5 1020
INVOICE:73-43-95-0223		5 1020	CHECKDATE:10/30/2020									
111437		10/15/2020		1020-5	242183	19.57		19.57	10/30/2020	INV	PD	86-07-35-9064 7 1120
INVOICE:86-07-35-9064		7 1120	CHECKDATE:10/30/2020									
111534		10/08/2020		1020-5	242183	32.08		32.08	10/30/2020	INV	PD	87-88-52-1000 2 1020
INVOICE:87-88-52-1000		2 1020	CHECKDATE:10/30/2020									
						3,072.95						
676 PACKEY WEBB FORD, INC.												
111462		10/12/2020		1020-5	242184	292.30		292.30	10/30/2020	INV	PD	PD #003 PARTS
INVOICE:152866			CHECKDATE:10/30/2020									
700 THE PITNEY BOWES BANK INC												
111562		10/27/2020		1020-5	26244	2,000.00		2,000.00	10/31/2020	DIR	PD	36423689 1020-1 POLICE
INVOICE:36423689	1020-1		CHECKDATE:10/30/2020									
738 RAY O'HERRON CO. INC.												
111045		09/23/2020		1020-4	242069	688.70		688.70	10/14/2020	INV	PD	BENDORAITIS - VEST
INVOICE:2053129-IN			CHECKDATE:10/23/2020									
806 STANDARD EQUIPMENT COMPANY												
111410		10/06/2020		1020-5	242190	98.19		98.19	10/30/2020	INV	PD	VACTOR CLAMPS
INVOICE:P24985			CHECKDATE:10/30/2020									
111477		10/13/2020		1020-5	242190	59.79		59.79	10/30/2020	INV	PD	OPERATING SUPPLIES
INVOICE:P25127			CHECKDATE:10/30/2020									
						157.98						
826 SUBURBAN DOOR CHECK & LOCK SERVICE INC												
111080		09/30/2020		1020-4	242085	133.69		133.69	10/23/2020	INV	PD	KEYS
INVOICE:IN530509			CHECKDATE:10/23/2020									
835 SUPERIOR BEVERAGE CO.												
111279		10/09/2020		1020-4	242086	294.00		294.00	10/23/2020	INV	PD	BEVERAGE RESALE
INVOICE:371055			CHECKDATE:10/23/2020									
854 TERRACE SUPPLY COMPANY												
111540		09/30/2020		1020-5	242197	15.60		15.60	10/30/2020	INV	PD	RENTAL SUPPLIES
INVOICE:01016475			CHECKDATE:10/30/2020									
870 TOUR EDGE GOLF MFG INC												
111542		10/14/2020		1020-5	242199	179.50		179.50	10/30/2020	INV	PD	PRODUCT RESALE
INVOICE:IN-01386011			CHECKDATE:10/30/2020									
111541		10/22/2020		1020-5	242199	315.50		315.50	10/30/2020	INV	PD	PRODUCT RESALE
INVOICE:IN-01387629			CHECKDATE:10/30/2020									

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DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
872 TRAFFIC CONTROL & PROTECTION INC						495.00					
111108		10/06/2020		1020-4	242092	978.60	978.60	10/23/2020	INV	PD	STREET SUPPLIES - SIGNS
INVOICE:105312				CHECKDATE:10/23/2020							
111478		10/14/2020		1020-5	242200	459.00	459.00	10/30/2020	INV	PD	RESTOCK SIGN MATERIALS
INVOICE:105424				CHECKDATE:10/30/2020							
						1,437.60					
884 U.S. FOODSERVICE, INC.											
111273		10/03/2020		1020-4	242096	353.30	353.30	10/23/2020	INV	PD	FOOD RESALE
INVOICE:1794814				CHECKDATE:10/23/2020							
111272		10/03/2020		1020-4	242096	60.49	60.49	10/23/2020	INV	PD	FOOD RESALE
INVOICE:1794815				CHECKDATE:10/23/2020							
111271		10/05/2020		1020-4	242096	3,208.64	3,208.64	10/23/2020	INV	PD	FOOD RESALE/SUPPLIES
INVOICE:1820119				CHECKDATE:10/23/2020							
111270		10/06/2020		1020-4	242096	40.84	40.84	10/23/2020	INV	PD	FOOD RESALE
INVOICE:1861565				CHECKDATE:10/23/2020							
111269		10/07/2020		1020-4	242096	38.85	38.85	10/23/2020	INV	PD	FOOD RESALE
INVOICE:1901159				CHECKDATE:10/23/2020							
111268		10/09/2020		1020-4	242096	310.00	310.00	10/23/2020	INV	PD	FOOD RESALE
INVOICE:1969971				CHECKDATE:10/23/2020							
111275		10/09/2020		1020-4	242096	3,449.30	3,449.30	10/23/2020	INV	PD	FOOD RESALE/SUPPLIES
INVOICE:1969972				CHECKDATE:10/23/2020							
111274		10/09/2020		1020-4	242096	32.62	32.62	10/23/2020	INV	PD	FOOD RESALE
INVOICE:1992974				CHECKDATE:10/23/2020							
111555		10/12/2020		1020-5	242204	4,387.29	4,387.29	10/30/2020	INV	PD	FOOD RESALE/SUPPLIES
INVOICE:2025301				CHECKDATE:10/30/2020							
111554		10/12/2020		1020-5	242204	38.13	38.13	10/30/2020	INV	PD	SUPPLIES
INVOICE:20396211				CHECKDATE:10/30/2020							
111550		10/13/2020		1020-5	242204	1,737.29	1,737.29	10/30/2020	INV	PD	SUPPLIES
INVOICE:2082076				CHECKDATE:10/30/2020							
111551		10/16/2020		1020-5	242204	33.83	33.83	10/30/2020	INV	PD	FOOD RESALE
INVOICE:2173901				CHECKDATE:10/30/2020							
111552		10/16/2020		1020-5	242204	3,742.99	3,742.99	10/30/2020	INV	PD	FOOD RESALE/SUPPLIES
INVOICE:2173902				CHECKDATE:10/30/2020							
111544		10/17/2020		1020-5	242204	30.99	30.99	10/30/2020	INV	PD	SUPPLIES
INVOICE:2202554				CHECKDATE:10/30/2020							
111548		10/19/2020		1020-5	242204	2,291.41	2,291.41	10/30/2020	INV	PD	FOOD RESALE/SUPPLIES
INVOICE:2229757				CHECKDATE:10/30/2020							
111549		10/20/2020		1020-5	242204	26.74	26.74	10/30/2020	INV	PD	FOOD RESALE
INVOICE:2285224				CHECKDATE:10/30/2020							
111547		10/21/2020		1020-5	242204	58.13	58.13	10/30/2020	INV	PD	FOOD RESALE
INVOICE:2311475				CHECKDATE:10/30/2020							
111546		10/22/2020		1020-5	242204	52.24	52.24	10/30/2020	INV	PD	FOOD RESALE
INVOICE:2354751				CHECKDATE:10/30/2020							
111545		10/23/2020		1020-5	242204	1,923.64	1,923.64	10/30/2020	INV	PD	FOOD RESALE/ SUPPLIES
INVOICE:2373873				CHECKDATE:10/30/2020							
111543		10/24/2020		1020-5	242204	30.99	30.99	10/30/2020	INV	PD	SUPPLIES
INVOICE:2405479				CHECKDATE:10/30/2020							
111553		10/13/2020		1020-5	242204	-22.68	-22.68	10/30/2020	CRM	PD	FOOD RESALE CREDIT
INVOICE:2956142				CHECKDATE:10/30/2020							

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DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						21,825.03					
898 UNITED STATES POSTMASTER											
111439		10/26/2020		1020-5	242203	2,549.22	2,549.22	10/30/2020	INV	PD	POSTAGE FOR 2020 WINTER VILLAG
INVOICE:111439		CHECKDATE:10/30/2020									
915 VERIZON WIRELESS SERVICES LLC											
111276		09/23/2020		1020-4	242099	72.02	72.02	10/23/2020	INV	PD	542023069-00001
INVOICE:9863482429		CHECKDATE:10/23/2020									
111443		10/01/2020		1020-5	242206	767.82	767.82	10/30/2020	INV	PD	887125807-00001 1020
INVOICE:9864034627		CHECKDATE:10/30/2020									
111571		10/16/2020		1020-5	242207	704.23	704.23	10/30/2020	INV	PD	PD SQUAD CAR MODEMS
INVOICE:9865078361		CHECKDATE:10/30/2020									
						1,544.07					
919 VILLA PARK ELECTRICAL SUPPLY CO, INC											
111085		10/12/2020		1020-4	242100	80.70	80.70	10/23/2020	INV	PD	MAINT. SUPPLIES
INVOICE:187871-00		CHECKDATE:10/23/2020									
922 VILLAGE OF GLEN ELLYN											
120495-184		10/01/2020		1020-5	26211	353.76	353.76	10/23/2020	DIR	PD	120495 WATER BILL
INVOICE:120495-186		CHECKDATE:10/23/2020									
121350-187		10/01/2020		1020-5	26217	29.61	29.61	10/23/2020	DIR	PD	121350 WATER BILL
INVOICE:121350-188		CHECKDATE:10/23/2020									
122670-187		10/01/2020		1020-5	26214	47.40	47.40	10/23/2020	DIR	PD	122670 WATER BILL
INVOICE:122670-188		CHECKDATE:10/23/2020									
4709578		10/01/2020		1020-5	26238	19.86	19.86	10/23/2020	DIR	PD	122675 WATER
INVOICE:122675-112		CHECKDATE:10/23/2020									
140250-184		10/01/2020		1020-5	26221	206.10	206.10	10/23/2020	DIR	PD	140250 WATER BILL
INVOICE:140250-186		CHECKDATE:10/23/2020									
315090-185		10/01/2020		1020-5	26218	170.67	170.67	10/23/2020	DIR	PD	315090 WATER BILL
INVOICE:315090-186		CHECKDATE:10/23/2020									
315215-165		10/01/2020		1020-5	26212	432.95	432.95	10/23/2020	DIR	PD	315215 WATER BILL
INVOICE:315215-166		CHECKDATE:10/23/2020									
410010-186		10/01/2020		1020-5	26213	271.63	271.63	10/23/2020	DIR	PD	410010 WATER BILL
INVOICE:410010-187		CHECKDATE:10/23/2020									
411170-175		10/01/2020		1020-5	26220	134.75	134.75	10/23/2020	DIR	PD	411170 WATER BILL
INVOICE:411170-176		CHECKDATE:10/23/2020									
413030-182		10/01/2020		1020-5	26222	1,722.56	1,722.56	10/23/2020	DIR	PD	413030 WATER BILL
INVOICE:413030-183		CHECKDATE:10/23/2020									
7934838		10/01/2020		1020-5	26237	129.10	129.10	10/23/2020	DIR	PD	423765 WATER BILL
INVOICE:423765-39		CHECKDATE:10/23/2020									
423925-187		10/01/2020		1020-5	26215	85.12	85.12	10/23/2020	DIR	PD	423925 WATER BILL
INVOICE:423925-188		CHECKDATE:10/23/2020									
9680718		10/20/2020		1020-5	26209	3,991.89	3,991.89	10/23/2020	DIR	PD	FOOD & BEVERAGE TAX 1020
INVOICE:F&B-19		CHECKDATE:10/23/2020									
						7,595.40					
940 ARAMARK											
111479		03/26/2020		1020-5	242109	42.47	42.47	10/30/2020	INV	PD	UNIFORMS

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DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
INVOICE:22283408			CHECKDATE:10/30/2020									
111480		04/11/2020		1020-5	242109	49.46		49.46	10/30/2020	INV	PD	UNIFORMS
INVOICE:22319199			CHECKDATE:10/30/2020									
957 WHOLESALE DIRECT INC						91.93						
111463		10/12/2020		1020-5	242209	218.17		218.17	10/30/2020	INV	PD	INVENTORY - HYD MOTOR
INVOICE:000247983			CHECKDATE:10/30/2020									
103432		12/04/2019		1020-5	242209	-69.35		-69.35	12/04/2019	CRM	PD	CREDIT - RETURN TARP STRAPS
INVOICE:100006877			CHECKDATE:10/30/2020									
1076 CINTAS CORPORATION NO 2						148.82						
111489		10/05/2020		1020-5	242127	500.27		500.27	10/30/2020	INV	PD	MAT SERVICE
INVOICE:4063484200			CHECKDATE:10/30/2020									
111490		10/12/2020		1020-5	242126	153.75		153.75	10/30/2020	INV	PD	FIRST AID EQPT
INVOICE:5035124777			CHECKDATE:10/30/2020									
1210 STATE OF ILLINOIS/FIRE MARSHAL						654.02						
111429		03/04/2020		1020-5	242192	90.00		90.00	10/30/2020	INV	PD	ELEVATOR INSPECTIONS
INVOICE:5125108817			CHECKDATE:10/30/2020									
1458 OFFICE DEPOT, INC												
111082		09/29/2020		1020-4	242071	40.74		40.74	10/23/2020	INV	PD	OFFICE SUPPLIES
INVOICE:514633629001			CHECKDATE:10/23/2020									
1657 CITY OF WHEATON												
111300		10/08/2020		1020-4	242101	1,000.00		1,000.00	10/23/2020	INV	PD	OPERATING COST OF SCALES COST
INVOICE:111300			CHECKDATE:10/23/2020									
1830 NCPERS GROUP LIFE INS.												
111432		10/26/2020		1020-5	242182	16.00		16.00	10/30/2020	INV	PD	REIMBURSEMENT OF INSURANCE PRE
INVOICE:111432			CHECKDATE:10/30/2020									
1985 PERFORMANCE PIPELINING, INC.												
111107	20200022	09/15/2020		1020-4	242075	257,767.20		257,767.20	10/23/2020	INV	PD	SANITARY SEWER LINING PROGRAM
INVOICE:2			CHECKDATE:10/23/2020									
2000 LINDCO EQUIPMENT SALES, INC.												
111457		10/14/2020		1020-5	242175	250.58		250.58	10/30/2020	INV	PD	OPERATING SUPPLIES
INVOICE:200720P			CHECKDATE:10/30/2020									
2021 A-RELIABLE PRINTING												
111073		10/14/2020		1020-4	242014	138.00		138.00	10/23/2020	INV	PD	CHANGE IN EMPLOYEE STATUS PRIN
INVOICE:22854			CHECKDATE:10/23/2020									

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DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
2081 HAMPTON, LENZINI AND RENWICK, INC.											
111291		10/06/2020		1020-4	242055	5,675.00	5,675.00	10/23/2020	INV	PD	TREE PRESERVATON CONSULTING SE
INVOICE:000020201800 CHECKDATE:10/23/2020											
2090 DAN & KATIE DODILLET											
111304		10/20/2020		1020-4	242041	3,450.00	3,450.00	10/23/2020	INV	PD	RETT #23094 REFUND
INVOICE:23094 CHECKDATE:10/23/2020											
2289 MOTION INDUSTRIES, INC.											
111458		10/17/2020		1020-5	242177	271.95	271.95	10/30/2020	INV	PD	INVENTORY - HYD. MOTOR
INVOICE:IL10-695609 CHECKDATE:10/30/2020											
2324 HARRIS MOTOR SPORTS, INC.											
111128		10/01/2020		1020-4	242056	2,501.66	2,501.66	10/23/2020	INV	PD	SEASONAL LEASE INSTALL PYMT
INVOICE:02-269693 CHECKDATE:10/23/2020											
111514		10/16/2020		1020-5	242161	228.56	228.56	10/30/2020	INV	PD	OPERATING SUPPLIES
INVOICE:02-270606 CHECKDATE:10/30/2020											
						2,730.22					
2482 FORCE AMERICA INC											
111400		10/05/2020		1020-5	242157	16.46	16.46	10/30/2020	INV	PD	PW #203 HYD VALVE SEALS
INVOICE:001-1479952 CHECKDATE:10/30/2020											
2687 STAPLES CONTRACT & COMMERCIAL, INC.											
111411		10/01/2020		1020-5	242191	27.45	27.45	10/30/2020	INV	PD	OFFICE SUPPLIES
INVOICE:3458018245 CHECKDATE:10/30/2020											
111077		10/01/2020		1020-4	242084	178.90	178.90	10/23/2020	INV	PD	OFFICE SUPPLIES
INVOICE:3458018247 CHECKDATE:10/23/2020											
						206.35					
2714 DOTY & SONS CONCRETE PRODUCTS CO.											
111472		09/30/2020		1020-5	242149	2,904.00	2,904.00	10/30/2020	INV	PD	PRECAST CONCRETE CURB TREE PLA
INVOICE:66805 CHECKDATE:10/30/2020											
2760 J.W. TURF, INC.											
111260	20200038	09/30/2020		1020-4	242060	64,999.60	64,999.60	10/23/2020	INV	PD	2020 JOHN DEERE FAIRWAY MOWER
INVOICE:E01341 CHECKDATE:10/23/2020											
111259		09/24/2020		1020-4	242060	146.92	146.92	10/23/2020	INV	PD	OIL FILTERS
INVOICE:P34603 CHECKDATE:10/23/2020											
111528		10/19/2020		1020-5	242171	128.25	128.25	10/30/2020	INV	PD	PARTS
INVOICE:P35195 CHECKDATE:10/30/2020											
111529		10/19/2020		1020-5	242171	62.12	62.12	10/30/2020	INV	PD	FUEL CAP
INVOICE:P35202 CHECKDATE:10/30/2020											
						65,336.89					
2937 SUPERIOR ASPHALT MATERIALS, LLC											

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
111476 INVOICE:20201536		10/08/2020		1020-5 CHECKDATE:10/30/2020	242195	831.60		831.60	10/30/2020	INV	PD	OPERATING SUPPLIES
3037 COZZINI BROS INC.												
111118 INVOICE:C8509505		10/06/2020		1020-4 CHECKDATE:10/23/2020	242037	27.00		27.00	10/23/2020	INV	PD	KNIFE SERVICE
111495 INVOICE:C8539117		10/13/2020		1020-5 CHECKDATE:10/30/2020	242145	27.00		27.00	10/30/2020	INV	PD	KNIFE SERVICE
111494 INVOICE:C8563561		10/20/2020		1020-5 CHECKDATE:10/30/2020	242145	52.00		52.00	10/30/2020	INV	PD	KNIFE SERVICE/
						106.00						
3525 COMMERCIAL TIRE SERVICE												
111397 INVOICE:2220065070		10/09/2020		1020-5 CHECKDATE:10/30/2020	242142	161.50		161.50	10/30/2020	INV	PD	PW #203 - 4 WHEELS
3845 DANIEL L. KNODELL												
111448 INVOICE:7739		10/20/2020		1020-5 CHECKDATE:10/30/2020	242115	100.00		100.00	10/30/2020	INV	PD	PD #009 TAILGATE REPAIR
3861 GRANT & POWER LANDSCAPING												
111003 INVOICE:111003		10/05/2020		1020-4 CHECKDATE:10/23/2020	242053	2,000.00		2,000.00	10/16/2020	INV	PD	RESTOR DEP. - 714 ELM
4450 WESTERN IRRIGATION, INC.												
111417 INVOICE:132415		10/12/2020		1020-5 CHECKDATE:10/30/2020	242208	110.00		110.00	10/30/2020	INV	PD	COMMERCIAL SHUT DOWN
111415 INVOICE:132446		10/12/2020		1020-5 CHECKDATE:10/30/2020	242208	110.00		110.00	10/30/2020	INV	PD	SHUT DOWN SYSTEM
111416 INVOICE:132453		10/12/2020		1020-5 CHECKDATE:10/30/2020	242208	110.00		110.00	10/30/2020	INV	PD	COMMERCIAL SHUT DOWN
						330.00						
4876 CONSTELLATION NEWENERGY, INC.												
111376 INVOICE:18481355701		10/05/2020		1020-5 CHECKDATE:10/30/2020	242143	185.24		185.24	10/30/2020	INV	PD	7302778-11 1020
111379 INVOICE:18513705001		10/08/2020		1020-5 CHECKDATE:10/30/2020	242143	189.34		189.34	10/30/2020	INV	PD	7302778-2 1020
111374 INVOICE:18513796601		10/08/2020		1020-5 CHECKDATE:10/30/2020	242143	218.08		218.08	10/30/2020	INV	PD	7302778-3 1020
111382 INVOICE:18513801001		10/08/2020		1020-5 CHECKDATE:10/30/2020	242143	360.31		360.31	10/30/2020	INV	PD	7302778-4 1020
111380 INVOICE:18513813501		10/08/2020		1020-5 CHECKDATE:10/30/2020	242143	37.31		37.31	10/30/2020	INV	PD	7302778-7 1020
111378 INVOICE:18513820601		10/08/2020		1020-5 CHECKDATE:10/30/2020	242143	321.08		321.08	10/30/2020	INV	PD	7302778-5 1020
111381 INVOICE:18513890401		10/08/2020		1020-5 CHECKDATE:10/30/2020	242143	57.78		57.78	10/30/2020	INV	PD	7302778-8 1020

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DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
111377		10/13/2020		1020-5	242143	291.55		291.55	10/30/2020	INV	PD	7302778-6 1020
INVOICE:18550578901												
111383		10/13/2020		1020-5	242143	28.31		28.31	10/30/2020	INV	PD	7302778-9 1020
INVOICE:18550593501												
111375		10/13/2020		1020-5	242143	31.68		31.68	10/30/2020	INV	PD	7302778-10 1020
INVOICE:18550612201												
111384		10/13/2020		1020-5	242143	50.03		50.03	10/30/2020	INV	PD	7302778-13 1020
INVOICE:18550644801												
111385		10/13/2020		1020-5	242143	484.02		484.02	10/30/2020	INV	PD	7302778-1
INVOICE:18554290501												
						2,254.73						
4922 UNITED SEPTIC, INC.												
111267		10/06/2020		1020-4	242095	500.00		500.00	10/23/2020	INV	PD	PUMP OUTSIDE GREASE PIT
INVOICE:9297												
5049 GROOT INDUSTRIES INC.												
111127		10/01/2020		1020-4	242054	644.94		644.94	10/23/2020	INV	PD	WASTE SERVICES
INVOICE:6058368												
5109 SOUTH SIDE CONTROL SUPPLY, CO.												
111440		08/18/2020		1020-5	242189	27.03		27.03	10/30/2020	INV	PD	PROFESSIONAL SVS
INVOICE:S100639771.002												
5380 L & R MORAN, INC												
111427		09/30/2020		1020-5	242163	1,322.25		1,322.25	10/30/2020	INV	PD	BACKGROUND VERIFICATION
INVOICE:68521												
5417 CURRIE MOTORS FRANKFORT, INC.												
111451	20200002	10/06/2020		1020-5	242146	36,651.00		36,651.00	10/30/2020	INV	PD	2020 FORD POLICE VEHICLE#1FM5K
INVOICE:E8220												
111452	20200002	10/06/2020		1020-5	242146	36,651.00		36,651.00	10/30/2020	INV	PD	2020 FORD POLICE VEHICLES #1FM
INVOICE:E8221												
						73,302.00						
5548 PATRICK J. BELL												
111560		10/26/2020		1020-5	242113	225.00		225.00	10/30/2020	INV	PD	REPAIR TO FRONT DOORS
INVOICE:20180												
5574 AFTERMATH, INC.												
111044		09/30/2020		1020-4	242019	155.00		155.00	10/14/2020	INV	PD	JAIL CELL CLEANUP
INVOICE:jc2020-8337												
5841 GENUINE PARTS CO-NAPA												
111404		09/04/2020		1020-5	242180	3.06		3.06	10/30/2020	INV	PD	OIL FILTER - INVENTORY
INVOICE:0701-567214												
111405		09/04/2020		1020-5	242180	3.06		3.06	10/30/2020	INV	PD	OIL FILTER - INVENTORY

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DOCUMENT	P.O.	INV DATE	VOUCHE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
INVOICE:0701-567216			CHECKDATE:10/30/2020								
111406		09/08/2020		1020-5	242180	21.54	21.54	10/30/2020	INV	PD	INVENTORY - FILTERS
INVOICE:0701-567517			CHECKDATE:10/30/2020								
111407		09/09/2020		1020-5	242180	38.87	38.87	10/30/2020	INV	PD	INVENTORY - FILTERS
INVOICE:0701-567681			CHECKDATE:10/30/2020								
111408		09/10/2020		1020-5	242180	2.80	2.80	10/30/2020	INV	PD	HOSE CLAMP
INVOICE:0701-567889			CHECKDATE:10/30/2020								
						69.33					
5944 PARVIN-CLAUSS SIGN CO, INC											
111264		09/25/2020		1020-4	242073	1,179.00	1,179.00	10/23/2020	INV	PD	4G MODEM INSTALL
INVOICE:9205			CHECKDATE:10/23/2020								
5947 GLEN ELLYN BANK & TRUST											
111327		10/19/2020		1020-5	26242	2,125.75	2,125.75	10/23/2020	DIR	PD	BANK ANALYSIS FEE 1020
INVOICE:GEBT-106			CHECKDATE:10/30/2020								
5955 WILLIAM J TENUTA											
111109		10/12/2020		1020-4	242015	6,420.00	6,420.00	10/23/2020	INV	PD	BRICK KNEEWALL REBUILD
INVOICE:111109			CHECKDATE:10/23/2020								
111361		10/14/2020		1020-5	242104	532.00	532.00	10/30/2020	INV	PD	5 CORNERS TRIP HAZ. WORK
INVOICE:111361			CHECKDATE:10/30/2020								
						6,952.00					
5988 HR SIMPLIFIED											
111302		10/09/2020		1020-4	242059	179.29	179.29	10/23/2020	INV	PD	COBRA NOTIF. 0920/FLEX BEN. 10
INVOICE:67241			CHECKDATE:10/23/2020								
6043 CHICAGO PARTS & SOUND LLC											
111371		10/09/2020		1020-5	242125	359.49	359.49	10/30/2020	INV	PD	PD #008-ALTERNATOR
INVOICE:1-0166240			CHECKDATE:10/30/2020								
111372		10/12/2020		1020-5	242125	-75.00	-75.00	10/30/2020	CRM	PD	PD #008 CORE CREDIT
INVOICE:1CR0027819			CHECKDATE:10/30/2020								
						284.49					
6093 SCHAMBERGER BROTHERS, INC											
111278		09/25/2020		1020-4	242080	2,462.62	2,462.62	10/23/2020	INV	PD	BEVERAGE RESALE
INVOICE:0000430733			CHECKDATE:10/23/2020								
6295 PAULA MORITZ											
111292		10/07/2020		1020-4	242065	585.00	585.00	10/23/2020	INV	PD	REIMBURSE. FOR NCARB CERT. REN
INVOICE:111292			CHECKDATE:10/23/2020								
6368 GROOT RECYCLING & WASTE SERVICES INC											
111043		10/01/2020		1020-4	242016	64.34	64.34	10/14/2020	INV	PD	DOCUMENT CART SHREDDING SERVIC
INVOICE:6161500			CHECKDATE:10/23/2020								

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DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
6405 HIGHLAND BAKING CO												
111258		10/04/2020		1020-4	242057	82.60		82.60	10/23/2020	INV	PD	FOOD RESALE
INVOICE:0002361927				CHECKDATE:10/23/2020								
111257		10/05/2020		1020-4	242057	98.26		98.26	10/23/2020	INV	PD	FOOD RESALE
INVOICE:0002362259				CHECKDATE:10/23/2020								
111132		10/08/2020		1020-4	242057	88.62		88.62	10/23/2020	INV	PD	FOOD RESALE
INVOICE:0002363774				CHECKDATE:10/23/2020								
111129		10/09/2020		1020-4	242057	60.76		60.76	10/23/2020	INV	PD	FOOD RESALE
INVOICE:0002364703				CHECKDATE:10/23/2020								
111130		10/10/2020		1020-4	242057	195.10		195.10	10/23/2020	INV	PD	FOOD RESALE
INVOICE:0002365623				CHECKDATE:10/23/2020								
111131		10/11/2020		1020-4	242057	87.40		87.40	10/23/2020	INV	PD	FOOD RESALE
INVOICE:0002365868				CHECKDATE:10/23/2020								
111525		10/12/2020		1020-5	242162	29.07		29.07	10/30/2020	INV	PD	FOOD RESALE
INVOICE:0002366321				CHECKDATE:10/30/2020								
111523		10/13/2020		1020-5	242162	125.02		125.02	10/30/2020	INV	PD	FOOD RESALE
INVOICE:0002367003				CHECKDATE:10/30/2020								
111522		10/13/2020		1020-5	242162	17.02		17.02	10/30/2020	INV	PD	FOOD RESALE
INVOICE:0002367112				CHECKDATE:10/30/2020								
111524		10/15/2020		1020-5	242162	80.06		80.06	10/30/2020	INV	PD	FOOD RESALE
INVOICE:0002367854				CHECKDATE:10/30/2020								
111521		10/16/2020		1020-5	242162	43.63		43.63	10/30/2020	INV	PD	FOOD RESALE
INVOICE:0002368640				CHECKDATE:10/30/2020								
111519		10/17/2020		1020-5	242162	50.72		50.72	10/30/2020	INV	PD	FOOD RESALE
INVOICE:0002369279				CHECKDATE:10/30/2020								
111518		10/20/2020		1020-5	242162	35.86		35.86	10/30/2020	INV	PD	FOOD RESALE
INVOICE:0002370679				CHECKDATE:10/30/2020								
111517		10/22/2020		1020-5	242162	73.49		73.49	10/30/2020	INV	PD	FOOD RESALE
INVOICE:0002371599				CHECKDATE:10/30/2020								
111516		10/23/2020		1020-5	242162	54.49		54.49	10/30/2020	INV	PD	FOOD RESALE
INVOICE:0002372290				CHECKDATE:10/30/2020								
111515		10/24/2020		1020-5	242162	47.04		47.04	10/30/2020	INV	PD	FOOD RESALE
INVOICE:0002373131				CHECKDATE:10/30/2020								
111256		10/06/2020		1020-4	242057	143.14		143.14	10/23/2020	INV	PD	FOOD RESALE
INVOICE:002363031				CHECKDATE:10/23/2020								
						1,312.28						
6433 JIM NELSON												
111286		09/30/2020		1020-4	242067	800.00		800.00	10/23/2020	INV	PD	SHARE COST FOR TRIMMED TREES
INVOICE:0081				CHECKDATE:10/23/2020								
6610 COMCAST CABLE COMMUNICATIONS, LLC												
111424		10/12/2020		1020-5	242141	18.73		18.73	10/30/2020	INV	PD	AV SYSTEM COMCAST TV
INVOICE:0008266 1020				CHECKDATE:10/30/2020								
7028 MIKE THERIAULT												
111297		10/16/2020		1020-4	242089	2,388.00		2,388.00	10/23/2020	INV	PD	RETT #23097 REFUND
INVOICE:23097				CHECKDATE:10/23/2020								
7273 CMS COMMUNICATIONS, INC.												

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DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
111422		10/16/2020		1020-5	242128	5,931.00	5,931.00	10/30/2020	INV	PD	ANNUAL PHONE SYSTEM MAINTENANC
INVOICE:2010259-IN CHECKDATE:10/30/2020											
7592 AQUAFIX, INC											
111369		10/16/2020		1020-5	242108	422.40	422.40	10/30/2020	INV	PD	GREASE CLEANING FOR JETTING
INVOICE:33616 CHECKDATE:10/30/2020											
7600 STUEVER & SONS, INC											
111537		10/07/2020		1020-5	242193	200.00	200.00	10/30/2020	INV	PD	BEVERAGE LINE CLEANING
INVOICE:0322414 CHECKDATE:10/30/2020											
7627 MARCEL'S CULINARY, INC											
111324		10/21/2020		1020-4	242064	4,547.21	4,547.21	10/23/2020	INV	PD	COVID GRANT
INVOICE:111324 CHECKDATE:10/23/2020											
7711 WINDY CITY DISTRIBUTION COMPANY											
111280		10/08/2020		1020-4	242102	1,494.50	1,494.50	10/23/2020	INV	PD	BEVERAGE RESALE
INVOICE:485841 CHECKDATE:10/23/2020											
7749 PAYMENT SERVICE NETWORK, INC											
6592154		10/08/2020		1020-5	26182	471.45	471.45	10/23/2020	DIR	PD	CUST ONLINE BANKING FEE 0920
INVOICE:PSN-95 CHECKDATE:10/23/2020											
7955 JULIUS HANSEN											
111447		08/21/2020		1020-5	242160	86.50	86.50	10/30/2020	INV	PD	SECURITY CLEARANCE/BACKGROUND
INVOICE:U983-H3KBKZ CHECKDATE:10/30/2020											
8086 HUFF & HUFF, INC											
111474		10/08/2020		1020-5	242165	1,415.63	1,415.63	10/30/2020	INV	PD	MAIN ST. PKING LOT SI/SRP
INVOICE:0802890 CHECKDATE:10/30/2020											
111473		10/08/2020		1020-5	242165	1,830.25	1,830.25	10/30/2020	INV	PD	APEX 400 CCDD SERVICES
INVOICE:0802891 CHECKDATE:10/30/2020											
						3,245.88					
8139 BLACKBERRY MARKET, INC											
111325		10/21/2020		1020-4	242025	5,000.00	5,000.00	10/23/2020	INV	PD	COVID GRANT
INVOICE:111325 CHECKDATE:10/23/2020											
8181 MWSTAR WASTE HOLDINGS CORPORATION											
111467		09/30/2020		1020-5	242106	1,547.94	1,547.94	10/30/2020	INV	PD	0920 WASTE REMOVAL
INVOICE:TB0000018099 CHECKDATE:10/30/2020											
8381 MUELLNER CONSTRUCTION, INC											
111002		10/05/2020		1020-4	242066	11,612.00	11,612.00	10/16/2020	INV	PD	RESTOR DEP. - 335 TAYLOR AVE
INVOICE:111002 CHECKDATE:10/23/2020											

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DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
8482 MICHAEL/JENNIFER UMLAUF											
111442		10/21/2020		1020-5	242202	115.40	115.40	10/30/2020	INV	PD	ENVIN. COMM. INIT. REIMBURSEME
INVOICE:111442 CHECKDATE:10/30/2020											
8565 WIDOPENWEST FINANCE LLC											
111445		10/15/2020		1020-5	242211	133.50	133.50	10/30/2020	INV	PD	013896527 1120
INVOICE:013896527 1120 CHECKDATE:10/30/2020											
111023		10/03/2020		1020-4	242103	66.75	66.75	10/14/2020	INV	PD	SEPTEMBER SERVICES
INVOICE:014635006-001 CHECKDATE:10/23/2020											
						200.25					
8689 RUSH TRUCK CENTERS OF ILLINOIS, INC											
111459		10/07/2020		1020-5	242188	648.90	648.90	10/30/2020	INV	PD	PW #204 PARTS
INVOICE:3021011137 CHECKDATE:10/30/2020											
111460		10/16/2020		1020-5	242188	-555.00	-555.00	10/30/2020	CRM	PD	PARTS CREDIT
INVOICE:3021107293 CHECKDATE:10/30/2020											
						93.90					
9224 ADVANCE STORES COMPANY, INC											
111362		09/15/2020		1020-5	242105	150.77	150.77	10/30/2020	INV	PD	PD#016 FRONT BRAKES
INVOICE:8803025967938 CHECKDATE:10/30/2020											
111363		09/17/2020		1020-5	242105	34.14	34.14	10/30/2020	INV	PD	PW TRUCKS - R.V. ANITFREEZE
INVOICE:8803026168074 CHECKDATE:10/30/2020											
111364		09/18/2020		1020-5	242105	2.17	2.17	10/30/2020	INV	PD	PW#246 - COOLANT HOSE
INVOICE:8803026268095 CHECKDATE:10/30/2020											
111365		09/23/2020		1020-5	242105	6.77	6.77	10/30/2020	INV	PD	SEAL
INVOICE:8803026768274 CHECKDATE:10/30/2020											
111366		09/24/2020		1020-5	242105	6.18	6.18	10/30/2020	INV	PD	PW #293 SPARK PLUG
INVOICE:8803026868308 CHECKDATE:10/30/2020											
111367		09/24/2020		1020-5	242105	8.60	8.60	10/30/2020	INV	PD	PW #293 AIR FILTER
INVOICE:8803026868319 CHECKDATE:10/30/2020											
111368		09/29/2020		1020-5	242105	74.86	74.86	10/30/2020	INV	PD	PD #004 SENSORS
INVOICE:8803027368438 CHECKDATE:10/30/2020											
						283.49					
9303 EMERGENT SAFETY SUPPLY LLC											
111398		09/11/2020		1020-5	242151	124.42	124.42	10/30/2020	INV	PD	FACE MASKS/SANITARY GLOVES/EAR
INVOICE:1902709371 CHECKDATE:10/30/2020											
9689 U.S. FIRE & SAFETY EQUIPMENT CO											
111412		10/12/2020		1020-5	242201	61.50	61.50	10/30/2020	INV	PD	ANNUAL MAINT.
INVOICE:507095 CHECKDATE:10/30/2020											
111088		10/12/2020		1020-4	242093	30.00	30.00	10/23/2020	INV	PD	ANNUAL MAINT. STACY'S TAVERN
INVOICE:507096 CHECKDATE:10/23/2020											
111090		10/12/2020		1020-4	242093	40.00	40.00	10/23/2020	INV	PD	ANNUAL MAINT. PD
INVOICE:507098 CHECKDATE:10/23/2020											
111089		10/12/2020		1020-4	242093	83.35	83.35	10/23/2020	INV	PD	ANNUAL MAINT. HISTORY CTR
INVOICE:507099 CHECKDATE:10/23/2020											

VILLAGE OF GLEN ELLYN



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DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
111091		10/12/2020		1020-4	242093	30.00		30.00	10/23/2020	INV	PD	ANNUAL MAINT FIRE #2
INVOICE:507100			CHECKDATE:10/23/2020									
111086		10/12/2020		1020-4	242093	470.75		470.75	10/23/2020	INV	PD	ANNUAL MAINT. CIVIC CENTER
INVOICE:507101			CHECKDATE:10/23/2020									
111087		10/12/2020		1020-4	242093	40.00		40.00	10/23/2020	INV	PD	ANNUAL MAINT. FIRE #1
INVOICE:507102			CHECKDATE:10/23/2020									
111092		10/12/2020		1020-4	242093	620.60		620.60	10/23/2020	INV	PD	SEMI ANNUAL MAINT FIRE #1
INVOICE:507103			CHECKDATE:10/23/2020									
111461		10/13/2020		1020-5	242201	82.00		82.00	10/30/2020	INV	PD	INVENTORY - FIRE EXTING.
INVOICE:507153			CHECKDATE:10/30/2020									
9705 LORI THOMAS						1,458.20						
111441		10/27/2020		1020-5	242198	59.09		59.09	10/30/2020	INV	PD	WELLNESS SCREENING SUPPLIES RE
INVOICE:111441			CHECKDATE:10/30/2020									
9719 VERIZON CONNECT NWF INC.												
111414		10/01/2020		1020-5	242205	1,068.54		1,068.54	10/30/2020	INV	PD	AVL & GPS FLEET TRACKING 0920
INVOICE:OSV000002241617			CHECKDATE:10/30/2020									
9751 KLF ENTERPRISES												
111465	20200042	10/05/2020		1020-5	242172	4,770.00		4,770.00	10/30/2020	INV	PD	MATERIAL HAULING SERVICES
INVOICE:INV-028568			CHECKDATE:10/30/2020									
9766 HEARTLAND												
10250710		09/30/2020		1020-5	26181	200.35		200.35	10/23/2020	DIR	PD	PARKING KIOSK 9/1/20-9/30/20
INVOICE:HEARTLAND PARKING8			CHECKDATE:10/23/2020									
9826616		09/30/2020		1020-5	26241	11,558.97		11,558.97	10/30/2020	DIR	PD	LINKS CREDIT CARD FEES - FOOD
INVOICE:HEARTLAND R2214			CHECKDATE:10/30/2020									
6387659		09/30/2020		1020-5	26210	2,901.46		2,901.46	10/23/2020	DIR	PD	CREDIT CARD FEES - VILLAGE
INVOICE:HEARTLAND-60			CHECKDATE:10/23/2020									
9513819		09/30/2020		1020-5	26240	6,238.35		6,238.35	10/30/2020	DIR	PD	LINKS CREDIT CARD FEES - GOLF
INVOICE:HEARTLANDLINKS-21			CHECKDATE:10/30/2020									
9802 WINCAN LLC						20,899.13						
111418		10/06/2020		1020-5	242210	1,500.00		1,500.00	10/30/2020	INV	PD	ANNUAL SERVICE SUPPORT
INVOICE:4282			CHECKDATE:10/30/2020									
9879 BREAKTHRU BEVERAGE ILLINOIS, LLC												
111283		10/01/2020		1020-5	242119	985.00		985.00	10/23/2020	INV	PD	BEVERAGE RESALE
INVOICE:337059649			CHECKDATE:10/30/2020									
111488		01/05/2018		1020-5	242119	-67.54		-67.54	10/30/2020	CRM	PD	BEVERAGE RESALE CREDIT
INVOICE:405960561			CHECKDATE:10/30/2020									
111484		07/03/2018		1020-5	242119	-147.65		-147.65	10/30/2020	CRM	PD	BEVERAGE RESALE
INVOICE:406299049			CHECKDATE:10/30/2020									
111483		11/05/2018		1020-5	242119	-290.50		-290.50	10/30/2020	CRM	PD	BEVERAGE RESALE CREDIT
INVOICE:406542000			CHECKDATE:10/30/2020									
111487		03/04/2019		1020-5	242119	-26.77		-26.77	10/30/2020	CRM	PD	BEVERAGE RESALE CREDIT

VILLAGE OF GLEN ELLYN



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DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
INVOICE:406775844			CHECKDATE:10/30/2020									
111485		08/19/2019		1020-5	242119	-318.00	-318.00	10/30/2020	CRM	PD		BEVERAGE RESALE CREDIT
INVOICE:407143771			CHECKDATE:10/30/2020									
111486		09/25/2020		1020-5	242119	-23.72	-23.72	10/30/2020	CRM	PD		BEVERAGE RESALE CREDIT
INVOICE:408033265			CHECKDATE:10/30/2020									
9964 AARON BOBROFF						110.82						
111288		10/15/2020		1020-4	242026	2,000.00	2,000.00	10/23/2020	INV	PD		RESTOR. DEP - 785 FAIRVIEW AVE
INVOICE:111288			CHECKDATE:10/23/2020									
10068 BODEK INC												
111114		10/10/2020		1020-4	242070	409.50	409.50	10/23/2020	INV	PD		FOOD RESALE
INVOICE:W215251			CHECKDATE:10/23/2020									
10104 SUPREME LOBSTER CO												
111265		10/08/2020		1020-4	242087	312.60	312.60	10/23/2020	INV	PD		FOOD RESALE
INVOICE:6968691			CHECKDATE:10/23/2020									
111538		10/16/2020		1020-5	242196	262.00	262.00	10/30/2020	INV	PD		FOOD RESALE
INVOICE:6973995			CHECKDATE:10/30/2020									
						574.60						
10181 SOUTHERN GLAZER'S WINE AND SPIRITS, LLC												
111357		09/17/2020		1020-4	242082	2,994.89	2,994.89	10/23/2020	INV	PD		BEVERAGE RESALE
INVOICE:3323646			CHECKDATE:10/23/2020									
111277		10/08/2020		1020-4	242082	1,157.14	1,157.14	10/23/2020	INV	PD		BEVERAGE RESALE
INVOICE:3352867			CHECKDATE:10/23/2020									
						4,152.03						
10273 DAVID HAWLEY												
110946		10/13/2020		1020-4	242023	5,000.00	5,000.00	10/16/2020	INV	PD		COVID GRANT
INVOICE:110946			CHECKDATE:10/23/2020									
10477 TPI BUILDING CODE CONSULTANTS, INC												
111293		09/30/2020		1020-4	242091	20,986.50	20,986.50	10/23/2020	INV	PD		PLAN REVIEW/PLUMBING/BUILDING
INVOICE:111293			CHECKDATE:10/23/2020									
10610 BLUESTEM ECOLOGICAL SERVICES, INC												
111470		10/08/2020		1020-5	242116	505.00	505.00	10/30/2020	INV	PD		STEWARDSHIP - RIFORD RD. CHANN
INVOICE:2323			CHECKDATE:10/30/2020									
111469		10/08/2020		1020-5	242116	374.00	374.00	10/30/2020	INV	PD		STEWARDSHIP- STACY & EMERSON
INVOICE:2324			CHECKDATE:10/30/2020									
						879.00						
10823 PEST MANAGEMENT SERVICES, INC												
111561		09/22/2020		1020-5	242185	349.00	349.00	10/30/2020	INV	PD		SEPT 2020 MAINT.
INVOICE:320086			CHECKDATE:10/30/2020									

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DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
111438 INVOICE:32667		10/19/2020		1020-5	242185	349.00		349.00	10/30/2020	INV	PD	PEST CONTROL MONTHLY MAINT.
				CHECKDATE:10/30/2020		698.00						
				10850 ANGELO GELATO ITALIANO, INC								
111111 INVOICE:163964		10/09/2020		1020-4	242020	108.00		108.00	10/23/2020	INV	PD	FOOD RESALE
				CHECKDATE:10/23/2020								
				10865 CHICAGO FIRE & BURGLAR DETECTION INC								
111373 INVOICE:R54071		10/15/2020		1020-5	242124	89.85		89.85	10/30/2020	INV	PD	ALARM ONITORING
				CHECKDATE:10/30/2020								
				10898 HUMANITY INC								
111526 INVOICE:INV00083142		10/21/2020		1020-5	242166	2,484.00		2,484.00	10/30/2020	INV	PD	ANNUAL SCHEDULING SOFTWARE
				CHECKDATE:10/30/2020								
				10952 CONSUMERS PACKING COMPANY								
111116 INVOICE:367850		10/05/2020		1020-4	242036	585.86		585.86	10/23/2020	INV	PD	FOOD RESALE
				CHECKDATE:10/23/2020								
111117 INVOICE:367974		10/08/2020		1020-4	242036	1,415.82		1,415.82	10/23/2020	INV	PD	FOOD RESALE
				CHECKDATE:10/23/2020								
111492 INVOICE:368035		10/12/2020		1020-5	242144	1,250.56		1,250.56	10/30/2020	INV	PD	FOOD RESALE
				CHECKDATE:10/30/2020								
111493 INVOICE:368140		10/15/2020		1020-5	242144	913.11		913.11	10/30/2020	INV	PD	FOOD RESALE
				CHECKDATE:10/30/2020								
111491 INVOICE:368197		10/19/2020		1020-5	242144	874.58		874.58	10/30/2020	INV	PD	FOOD RESALE
				CHECKDATE:10/30/2020		5,039.93						
				10966 MUNICIPAL CODE CORPORATION								
111569 INVOICE:00349856		10/20/2020		1020-5	242179	250.00		250.00	10/30/2020	INV	PD	ELECTRONIC UPDATE PAGES
				CHECKDATE:10/30/2020								
				11079 MATRIX PAYMENT SYSTEMS								
9439520 INVOICE:MATRIX-30		09/30/2020		1020-5	26186	42.61		42.61	10/23/2020	DIR	PD	CC PROCESSOR VEHICLE STICKERS
				CHECKDATE:10/23/2020								
				11084 CHASE BANK NA								
8921210 INVOICE:ACOA-10		10/06/2020		1020-5	26007	16.90		16.90	10/16/2020	DIR	PD	MENARD'S - MAINTENANCE SUPPLIE
				CHECKDATE:10/16/2020								
8921426 INVOICE:ALLN-103		10/06/2020		1020-5	26065	202.62		202.62	10/23/2020	DIR	PD	IT SUPPLIES - ROLL PAPER FOR T
				CHECKDATE:10/23/2020								
111151 INVOICE:ALLN-104		10/06/2020		1020-5	26066	131.96		131.96	10/23/2020	DIR	PD	GARVEY'S OFFICE PRODUCTS - COP
				CHECKDATE:10/23/2020								
111152 INVOICE:ALLN-105		10/06/2020		1020-5	26067	187.82		187.82	10/23/2020	DIR	PD	GARVEY'S OFFICE PRODUCTS - TON
				CHECKDATE:10/23/2020								
111153 INVOICE:ALLN-106		10/06/2020		1020-5	26068	131.96		131.96	10/23/2020	DIR	PD	GARVEY'S OFFICE PRODUCTS - COP
				CHECKDATE:10/23/2020								

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DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
8920124		10/06/2020		1020-5	26224	56.59		56.59	10/23/2020	DIR	PD	AMAZON - DRAIN MAINT.
INVOICE:BBAL-74			CHECKDATE:10/23/2020									
111331		10/06/2020		1020-5	26225	40.70		40.70	10/23/2020	DIR	PD	AMAZON - MULTI-SURFACE CLEANER
INVOICE:BBAL-75			CHECKDATE:10/23/2020									
111332		10/06/2020		1020-5	26226	-56.59		-56.59	10/23/2020	CRM	PD	AMAZON - CREDIT FOR DAMAGED IT
INVOICE:BBAL-76			CHECKDATE:10/23/2020									
111333		10/06/2020		1020-5	26227	59.94		59.94	10/23/2020	DIR	PD	AMAZON - FACK MASKS (COVID)
INVOICE:BBAL-77			CHECKDATE:10/23/2020									
111334		10/06/2020		1020-5	26228	35.34		35.34	10/23/2020	DIR	PD	AMAZON - AIR FILTERS
INVOICE:BBAL-78			CHECKDATE:10/23/2020									
111336		10/06/2020		1020-5	26229	-40.70		-40.70	10/23/2020	CRM	PD	AMAZON - CREDIT FOR DAMAGED IT
INVOICE:BBAL-79			CHECKDATE:10/23/2020									
111337		10/06/2020		1020-5	26230	64.94		64.94	10/23/2020	DIR	PD	AMAZON - DRAIN TREATMENT
INVOICE:BBAL-80			CHECKDATE:10/23/2020									
111339		10/06/2020		1020-5	26231	57.99		57.99	10/23/2020	DIR	PD	AMAZON - TOLIET BOWL CLEANER
INVOICE:BBAL-81			CHECKDATE:10/23/2020									
8920824		10/06/2020		1020-5	26045	299.00		299.00	10/23/2020	DIR	PD	NATIONAL ON HR LEGAL UPDATES
INVOICE:BROP-60			CHECKDATE:10/19/2020									
111133		10/06/2020		1020-5	26046	249.00		249.00	10/23/2020	DIR	PD	ASSENT GLOBAL - WEBINAR ON FOR
INVOICE:BROP-61			CHECKDATE:10/19/2020									
8921627		10/06/2020		1020-5	26169	361.25		361.25	10/23/2020	DIR	PD	PEERLESS FENCE - FENCE REPAIR
INVOICE:BUCD-103			CHECKDATE:10/23/2020									
111247		10/06/2020		1020-5	26171	91.00		91.00	10/23/2020	DIR	PD	DTN WEATHER SERVICE
INVOICE:BUCD-104			CHECKDATE:10/23/2020									
111248		10/06/2020		1020-5	26172	91.00		91.00	10/23/2020	DIR	PD	DTN - WEATHER SERVICES
INVOICE:BUCD-105			CHECKDATE:10/23/2020									
8921724		10/15/2020		1020-5	26105	14.99		14.99	10/23/2020	DIR	PD	ZOOM - MEETING SOFTWARE
INVOICE:CAMM-58			CHECKDATE:10/23/2020									
111187		10/06/2020		1020-5	26106	426.78		426.78	10/23/2020	DIR	PD	ALL STAR PRO GOLF - TEE FOR RE
INVOICE:CAMM-59			CHECKDATE:10/23/2020									
111188		10/06/2020		1020-5	26107	841.99		841.99	10/23/2020	DIR	PD	CDI CORP - TOURNAMENT TEES
INVOICE:CAMM-60			CHECKDATE:10/23/2020									
111147		10/06/2020		1020-5	26061	7.98		7.98	10/23/2020	DIR	PD	JEWEL - DIP
INVOICE:CART-1			CHECKDATE:10/23/2020									
111148		10/06/2020		1020-5	26062	28.88		28.88	10/23/2020	DIR	PD	JEWEL - ASPARAGUS
INVOICE:CART-2			CHECKDATE:10/23/2020									
111149		10/06/2020		1020-5	26063	45.49		45.49	10/23/2020	DIR	PD	BINNY'S - RESALE BEVERAGE
INVOICE:CART-3			CHECKDATE:10/23/2020									
111150		10/06/2020		1020-5	26064	8.00		8.00	10/23/2020	DIR	PD	DOLLAR TREE - MATCHES
INVOICE:CART-4			CHECKDATE:10/23/2020									
8921028		10/06/2020		1020-5	26047	5,362.56		5,362.56	10/23/2020	DIR	PD	ESSNCE BOTTLING - LOGO'D BOTTL
INVOICE:CHAB-303			CHECKDATE:10/19/2020									
111134		10/06/2020		1020-5	26048	84.41		84.41	10/23/2020	DIR	PD	WEBSTAURANT - HOT DOG BUNS
INVOICE:CHAB-304			CHECKDATE:10/19/2020									
111135		10/06/2020		1020-5	26049	8.98		8.98	10/23/2020	DIR	PD	JEWEL- BREAD
INVOICE:CHAB-305			CHECKDATE:10/23/2020									
111136		10/06/2020		1020-5	26050	550.65		550.65	10/23/2020	DIR	PD	OPENTABLE - RESERVATION SOFTWA
INVOICE:CHAB-306			CHECKDATE:10/23/2020									
111137		10/06/2020		1020-5	26051	1,284.85		1,284.85	10/23/2020	DIR	PD	OPENTABLE - RESERVATION SOFTWA
INVOICE:CHAB-307			CHECKDATE:10/23/2020									
111138		10/06/2020		1020-5	26052	14.99		14.99	10/23/2020	DIR	PD	SPOTIFY - MUSIC SERVICE
INVOICE:CHAB-308			CHECKDATE:10/23/2020									
111139		10/06/2020		1020-5	26053	267.16		267.16	10/23/2020	DIR	PD	COMCAST - CABLE TV
INVOICE:CHAB-309			CHECKDATE:10/23/2020									
111140		10/06/2020		1020-5	26054	623.35		623.35	10/23/2020	DIR	PD	COMCAST - CABLE TV

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DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
INVOICE:CHAB-310			CHECKDATE:10/23/2020									
111141		10/06/2020		1020-5	26055	13.98		13.98	10/23/2020	DIR	PD	STAPLES - PENS
INVOICE:CHAB-311			CHECKDATE:10/23/2020									
111142		10/06/2020		1020-5	26056	21.48		21.48	10/23/2020	DIR	PD	JEWEL - HOT DOG BUNS
INVOICE:CHAB-312			CHECKDATE:10/23/2020									
1043469		10/06/2020		1020-5	26033	88.50		88.50	10/16/2020	DIR	PD	AMAZON - PAID CARD FOR BACKUP
INVOICE:CHIJ-71			CHECKDATE:10/16/2020									
111063		10/06/2020		1020-5	26034	56.97		56.97	10/16/2020	DIR	PD	AMAZON - PITNEY BOWES POSTAGE
INVOICE:CHIJ-72			CHECKDATE:10/16/2020									
111064		10/06/2020		1020-5	26035	48.98		48.98	10/16/2020	DIR	PD	AMAZON - IPHONE LIGHTNING CABL
INVOICE:CHIJ-73			CHECKDATE:10/16/2020									
111065		10/06/2020		1020-5	26036	57.91		57.91	10/16/2020	DIR	PD	PDF XCHANGE - PDF SOFTWARE
INVOICE:CHIJ-74			CHECKDATE:10/16/2020									
111066		10/06/2020		1020-5	26037	-3.41		-3.41	10/16/2020	CRM	PD	PDF XCHANGE - TAX CREDIT
INVOICE:CHIJ-75			CHECKDATE:10/16/2020									
111067		10/06/2020		1020-5	26038	238.22		238.22	10/16/2020	DIR	PD	ATBATT- UPS BATTERIES
INVOICE:CHIJ-76			CHECKDATE:10/16/2020									
111068		10/06/2020		1020-5	26039	-49.04		-49.04	10/16/2020	CRM	PD	GO DADDY - TAX CREDIT
INVOICE:CHIJ-77			CHECKDATE:10/16/2020									
111069		10/06/2020		1020-5	26040	-10.26		-10.26	10/16/2020	CRM	PD	GODADDY - TAX CREDIT
INVOICE:CHIJ-78			CHECKDATE:10/16/2020									
111070		10/06/2020		1020-5	26041	170.99		170.99	10/16/2020	DIR	PD	AMAZON - KVM FOR IT MGR
INVOICE:CHIJ-79			CHECKDATE:10/16/2020									
111071		10/06/2020		1020-5	26042	160.00		160.00	10/16/2020	DIR	PD	ZOOM - WEB SERVICES
INVOICE:CHIJ-80			CHECKDATE:10/16/2020									
8919327		10/06/2020		1020-5	26245	10.00		10.00	10/30/2020	DIR	PD	PAYPAL - MUNIS ONLINE PROCCSO
INVOICE:COYC-92			CHECKDATE:10/30/2020									
111575		10/06/2020		1020-5	26246	10.00		10.00	10/30/2020	DIR	PD	PAYPAL - MUNIS ONLINE PROCCSO
INVOICE:COYC-93			CHECKDATE:10/30/2020									
111576		10/06/2020		1020-5	26247	10.00		10.00	10/30/2020	DIR	PD	PAYPAL - MUNIS ONLINE PROCCSO
INVOICE:COYC-94			CHECKDATE:10/30/2020									
111577		10/06/2020		1020-5	26248	14.82		14.82	10/30/2020	DIR	PD	AMAZON - BUDGET BINDERS
INVOICE:COYC-95			CHECKDATE:10/30/2020									
111578		10/06/2020		1020-5	26249	-15.99		-15.99	10/30/2020	CRM	PD	AMAZON - REFUND FOR RETURNED L
INVOICE:COYC-96			CHECKDATE:10/30/2020									
111579		10/06/2020		1020-5	26250	3.49		3.49	10/30/2020	DIR	PD	AMAZON - BINDER
INVOICE:COYC-97			CHECKDATE:10/30/2020									
111580		10/06/2020		1020-5	26251	165.00		165.00	10/30/2020	DIR	PD	IGFOA - VIRTUAL ANNUAL CONFERE
INVOICE:COYC-98			CHECKDATE:10/29/2020									
1086403		10/06/2020		1020-5	26153	610.00		610.00	10/23/2020	DIR	PD	AMAZON - HEATER FOR CHEM. STOR
INVOICE:CROA-61			CHECKDATE:10/23/2020									
111232		10/06/2020		1020-5	26154	95.87		95.87	10/23/2020	DIR	PD	MENARDS - CLEANING SUPPLIES
INVOICE:CROA-62			CHECKDATE:10/23/2020									
111233		10/06/2020		1020-5	26155	480.48		480.48	10/23/2020	DIR	PD	AMAZON - HEATER FOR CLUBHOUSE
INVOICE:CROA-63			CHECKDATE:10/23/2020									
111234		10/06/2020		1020-5	26156	64.30		64.30	10/23/2020	DIR	PD	AMAZON - HEADLAMPS FOR CREW
INVOICE:CROA-64			CHECKDATE:10/23/2020									
111235		10/06/2020		1020-5	26157	62.98		62.98	10/23/2020	DIR	PD	AMAZON - FIBERGLASS MARKERS FO
INVOICE:CROA-65			CHECKDATE:10/23/2020									
111236		10/06/2020		1020-5	26158	419.97		419.97	10/23/2020	DIR	PD	AMAZON - LIGHTS FOR MAINT. STO
INVOICE:CROA-66			CHECKDATE:10/23/2020									
111237		10/06/2020		1020-5	26159	29.89		29.89	10/23/2020	DIR	PD	AMAZON - WEBCAM FOR OFFICE COM
INVOICE:CROA-67			CHECKDATE:10/23/2020									
111238		10/06/2020		1020-5	26160	149.54		149.54	10/23/2020	DIR	PD	SPRAYER DEPOT - PARTS FOR SMIT
INVOICE:CROA-68			CHECKDATE:10/23/2020									

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DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
111239		10/06/2020		1020-5	26161	29.99		29.99	10/23/2020	DIR	PD	AMAZON - CHARGER FOR HEADLAMPS
INVOICE:CROA-69			CHECKDATE:10/23/2020									
111240		10/06/2020		1020-5	26162	9.99		9.99	10/23/2020	DIR	PD	AMAZON - HEADLAMPS FOR CREW
INVOICE:CROA-70			CHECKDATE:10/23/2020									
111241		10/06/2020		1020-5	26163	51.31		51.31	10/23/2020	DIR	PD	AMAZON - HEADLAMPS FOR CREW
INVOICE:CROA-71			CHECKDATE:10/23/2020									
111242		10/06/2020		1020-5	26164	307.44		307.44	10/23/2020	DIR	PD	GEMPLER'S - INSULATED GLOVES F
INVOICE:CROA-72			CHECKDATE:10/23/2020									
111243		10/06/2020		1020-5	26165	3,558.59		3,558.59	10/23/2020	DIR	PD	WOODMAXX - FLAIL MOWER
INVOICE:CROA-73			CHECKDATE:10/23/2020									
111244		10/06/2020		1020-5	26166	72.99		72.99	10/23/2020	DIR	PD	AMAZON - HEADLIGHTS FOR MOWER;
INVOICE:CROA-74			CHECKDATE:10/23/2020									
111245		10/06/2020		1020-5	26167	580.75		580.75	10/23/2020	DIR	PD	AMAZON - SEWER CAMERA WELDING
INVOICE:CROA-75			CHECKDATE:10/23/2020									
111246		10/06/2020		1020-5	26168	-330.84		-330.84	10/23/2020	CRM	PD	WOODMAXX - TAX REFUND
INVOICE:CROA-76			CHECKDATE:10/23/2020									
8920528		10/06/2020		1020-5	26118	19.95		19.95	10/23/2020	DIR	PD	AMAZON - STAMPS
INVOICE:DETA-251			CHECKDATE:10/23/2020									
111199		10/06/2020		1020-5	26119	28.98		28.98	10/23/2020	DIR	PD	AMAZON - BATTERIES
INVOICE:DETA-278			CHECKDATE:10/23/2020									
111200		10/06/2020		1020-5	26120	21.92		21.92	10/23/2020	DIR	PD	AMAZON - ENVELOPES
INVOICE:DETA-279			CHECKDATE:10/23/2020									
111201		10/06/2020		1020-5	26121	16.99		16.99	10/23/2020	DIR	PD	AMAZON - TAPE
INVOICE:DETA-280			CHECKDATE:10/23/2020									
111202		10/06/2020		1020-5	26122	165.38		165.38	10/23/2020	DIR	PD	TRIPLESEAT - BANQUET SOFTWARE
INVOICE:DETA-281			CHECKDATE:10/23/2020									
111203		10/06/2020		1020-5	26123	42.99		42.99	10/23/2020	DIR	PD	AMAZON - MOP BUCKET
INVOICE:DETA-282			CHECKDATE:10/23/2020									
111204		10/06/2020		1020-5	26124	10.88		10.88	10/23/2020	DIR	PD	AMAZON - KITCHEN SQUEEGEE
INVOICE:DETA-283			CHECKDATE:10/23/2020									
111205		10/06/2020		1020-5	26125	299.94		299.94	10/23/2020	DIR	PD	ACE HARDWARE - PROPANE
INVOICE:DETA-284			CHECKDATE:10/23/2020									
111206		10/06/2020		1020-5	26126	39.50		39.50	10/23/2020	DIR	PD	AMAZON - STAMPS
INVOICE:DETA-285			CHECKDATE:10/23/2020									
111207		10/06/2020		1020-5	26127	107.27		107.27	10/23/2020	DIR	PD	AMAZON - MENU STANDS
INVOICE:DETA-286			CHECKDATE:10/23/2020									
111208		10/06/2020		1020-5	26128	12.52		12.52	10/23/2020	DIR	PD	JEWEL - CHICKEN
INVOICE:DETA-287			CHECKDATE:10/23/2020									
111209		10/06/2020		1020-5	26129	59.97		59.97	10/23/2020	DIR	PD	AMAZON - DOOR STOPS
INVOICE:DETA-288			CHECKDATE:10/23/2020									
111210		10/06/2020		1020-5	26130	40.00		40.00	10/23/2020	DIR	PD	HERE COMES THE GUIDE - MARKETI
INVOICE:DETA-289			CHECKDATE:10/23/2020									
111211		10/06/2020		1020-5	26131	50.00		50.00	10/23/2020	DIR	PD	TRIPLESEAT - MARKETING
INVOICE:DETA-290			CHECKDATE:10/23/2020									
9198123		10/06/2020		1020-5	26108	31.45		31.45	10/23/2020	DIR	PD	AMAZON - FRYER SKIMMERS
INVOICE:FOTT-130			CHECKDATE:10/23/2020									
111190		10/06/2020		1020-5	26109	43.32		43.32	10/23/2020	DIR	PD	AMAZON - VEGETABLE PEELERS
INVOICE:FOTT-131			CHECKDATE:10/23/2020									
111191		10/06/2020		1020-5	26110	2.00		2.00	10/23/2020	DIR	PD	CANVA - MENU DESIGN
INVOICE:FOTT-132			CHECKDATE:10/23/2020									
111192		10/06/2020		1020-5	26111	2.00		2.00	10/23/2020	DIR	PD	CANVA - MENU DESIGN
INVOICE:FOTT-133			CHECKDATE:10/23/2020									
111193		10/06/2020		1020-5	26112	34.98		34.98	10/23/2020	DIR	PD	AMAZON - MOIST TOWELETTES
INVOICE:FOTT-134			CHECKDATE:10/23/2020									
111194		10/06/2020		1020-5	26113	109.25		109.25	10/23/2020	DIR	PD	ECOLAB - FOOD ROTATION LABELS

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DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
INVOICE:FOTT-135			CHECKDATE:10/23/2020									
111195		10/06/2020		1020-5	26114	23.94		23.94	10/23/2020	DIR	PD	JEWEL - SLIDER BUNS
INVOICE:FOTT-136			CHECKDATE:10/23/2020									
111196		10/06/2020		1020-5	26115	33.75		33.75	10/23/2020	DIR	PD	RESTAURANT DEPOT - SWISS CHEES
INVOICE:FOTT-137			CHECKDATE:10/23/2020									
111197		10/06/2020		1020-5	26116	74.85		74.85	10/23/2020	DIR	PD	RESTAURANT DEPOT - BURGER BUNS
INVOICE:FOTT-138			CHECKDATE:10/23/2020									
111198		10/06/2020		1020-5	26117	78.00		78.00	10/23/2020	DIR	PD	GNARLY KNOTS - PRETZELS
INVOICE:FOTT-139			CHECKDATE:10/23/2020									
8921828		10/06/2020		1020-5	26187	199.94		199.94	10/23/2020	DIR	PD	DUNGAREES - UNIFORM PANTS
INVOICE:FRAF-150			CHECKDATE:10/23/2020									
111307		10/06/2020		1020-5	26188	800.00		800.00	10/23/2020	DIR	PD	UHAUL - FORD IDS ANNUAL UPDATE
INVOICE:FRAF-151			CHECKDATE:10/23/2020									
111308		10/06/2020		1020-5	26190	150.00		150.00	10/23/2020	DIR	PD	XTREME AUTO GLASS - PW#229 - T
INVOICE:FRAF-152			CHECKDATE:10/23/2020									
111309		10/06/2020		1020-5	26191	150.00		150.00	10/23/2020	DIR	PD	XTREME AUTO GLASS - PW #229 TI
INVOICE:FRAF-153			CHECKDATE:10/23/2020									
111310		10/06/2020		1020-5	26192	1,307.01		1,307.01	10/23/2020	DIR	PD	HYDROTEX - PARTNERSHIP LUBRICC
INVOICE:FRAF-154			CHECKDATE:10/23/2020									
8921928		10/06/2020		1020-5	26069	45.00		45.00	10/23/2020	DIR	PD	CONSTANT CONTACT
INVOICE:FRAM-168			CHECKDATE:10/23/2020									
111154		10/06/2020		1020-5	26070	700.00		700.00	10/23/2020	DIR	PD	PRO WASTE INC. - HAND SANITIZER
INVOICE:FRAM-169			CHECKDATE:10/23/2020									
111155		10/06/2020		1020-5	26071	26.46		26.46	10/23/2020	DIR	PD	JT'S CORNER TAP - LUNCH W/ B.
INVOICE:FRAM-170			CHECKDATE:10/23/2020									
111156		10/06/2020		1020-5	26072	65.64		65.64	10/23/2020	DIR	PD	GLEN OAK - BREAKFAST W/ FIRE C
INVOICE:FRAM-171			CHECKDATE:10/23/2020									
111157		10/06/2020		1020-5	26073	24.36		24.36	10/23/2020	DIR	PD	SANTA FE - LUNCH W/ S. NIEHAUS
INVOICE:FRAM-172			CHECKDATE:10/23/2020									
111158		10/06/2020		1020-5	26074	59.39		59.39	10/23/2020	DIR	PD	MAIZE & MASH - LUNCH W/ C. COY
INVOICE:FRAM-173			CHECKDATE:10/23/2020									
111159		10/06/2020		1020-5	26075	124.76		124.76	10/23/2020	DIR	PD	RIVERS EDGE - LUNCH W/ STREETS
INVOICE:FRAM-174			CHECKDATE:10/23/2020									
111160		10/06/2020		1020-5	26076	14.32		14.32	10/23/2020	DIR	PD	STARBUCKS - COFFEE W/ C. COYLE
INVOICE:FRAM-175			CHECKDATE:10/23/2020									
111161		10/06/2020		1020-5	26077	25.08		25.08	10/23/2020	DIR	PD	GLEN OAK - BREAKFAST W/ LARRY
INVOICE:FRAM-176			CHECKDATE:10/23/2020									
111162		10/06/2020		1020-5	26078	48.12		48.12	10/23/2020	DIR	PD	VILLAGE LINKS - LUNCH W/ P NOR
INVOICE:FRAM-177			CHECKDATE:10/23/2020									
111163		10/06/2020		1020-5	26079	66.99		66.99	10/23/2020	DIR	PD	NOBEL HOUSE - LUNCH W/ TRUSTEE
INVOICE:FRAM-178			CHECKDATE:10/23/2020									
111164		10/06/2020		1020-5	26080	62.28		62.28	10/23/2020	DIR	PD	LIL DONKEY'S - LUNCH W/ C. COY
INVOICE:FRAM-179			CHECKDATE:10/23/2020									
111165		10/06/2020		1020-5	26081	971.10		971.10	10/23/2020	DIR	PD	FARELL GAS - PROPANE GAS FOR H
INVOICE:FRAM-180			CHECKDATE:10/23/2020									
1108921		10/06/2020		1020-5	26207	2,501.05		2,501.05	10/23/2020	DIR	PD	DUE FROM GWA OCT 2020
INVOICE:GWA-10201			CHECKDATE:10/23/2020									
9663110		10/06/2020		1020-5	26023	192.00		192.00	10/16/2020	DIR	PD	RAMP NOW - RAMP RENTAL FOR DOW
INVOICE:HANJ-37			CHECKDATE:10/16/2020									
111330		10/06/2020		1020-5	26223	376.14		376.14	10/23/2020	DIR	PD	LEN'S ACE - HEATERS FOR TENT
INVOICE:HANM-38			CHECKDATE:10/23/2020									
8922127		10/06/2020		1020-5	26011	242.93		242.93	10/16/2020	DIR	PD	QUILL CORP - OFFICE SUPPLIES
INVOICE:HEFJ-69			CHECKDATE:10/16/2020									
111037		10/06/2020		1020-5	26012	22.29		22.29	10/16/2020	DIR	PD	QUILL CORP - OFFICE SUPPLIES
INVOICE:HEFJ-70			CHECKDATE:10/16/2020									

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DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
8919817		10/06/2020		1020-5	26004	85.40		85.40	10/16/2020	DIR	PD	THE HOME DEPOT - WOOD FOR TACT
INVOICE:HOLC-29			CHECKDATE:10/16/2020									
111033		10/06/2020		1020-5	26005	50.00		50.00	10/16/2020	DIR	PD	PAY PAL - ANNUAL MEMBERSHIP NT
INVOICE:HOLC-30			CHECKDATE:10/16/2020									
111034		10/06/2020		1020-5	26006	50.00		50.00	10/16/2020	DIR	PD	PAY PAL - ANNUAL MEMBERSHIP NT
INVOICE:HOLC-31			CHECKDATE:10/16/2020									
8922326		10/06/2020		1020-5	26173	5.04		5.04	10/23/2020	DIR	PD	AMAZON - PENS & SUPPLIES FOR E
INVOICE:HORK-131			CHECKDATE:10/23/2020									
111249		10/06/2020		1020-5	26174	5.04		5.04	10/23/2020	DIR	PD	AMAZON - PENS & SUPPLIES FOR E
INVOICE:HORK-132			CHECKDATE:10/23/2020									
111250		10/06/2020		1020-5	26175	5.04		5.04	10/23/2020	DIR	PD	AMAZON - PENS & SUPPLIES FOR E
INVOICE:HORK-133			CHECKDATE:10/23/2020									
111251		10/06/2020		1020-5	26176	5.04		5.04	10/23/2020	DIR	PD	AMAZON - PENS & SUPPLIES FOR E
INVOICE:HORK-134			CHECKDATE:10/23/2020									
111252		10/06/2020		1020-5	26177	5.05		5.05	10/23/2020	DIR	PD	AMAZON - PENS & SUPPLIES FOR E
INVOICE:HORK-135			CHECKDATE:10/23/2020									
111253		10/06/2020		1020-5	26178	156.00		156.00	10/23/2020	DIR	PD	KEURIG COFFEE MACHINE
INVOICE:HORK-136			CHECKDATE:10/23/2020									
111254		10/06/2020		1020-5	26179	176.00		176.00	10/23/2020	DIR	PD	COLORBLENDS - SPRING FLOWERING
INVOICE:HORK-137			CHECKDATE:10/23/2020									
111255		10/06/2020		1020-5	26180	130.68		130.68	10/23/2020	DIR	PD	PANERA BREAD - LUNCH FOR EQPT
INVOICE:HORK-138			CHECKDATE:10/23/2020									
8920625		10/06/2020		1020-5	26195	40.00		40.00	10/23/2020	DIR	PD	EB OCT 8 - DRSCW DE-ICING SEMI
INVOICE:HUBJ-53			CHECKDATE:10/23/2020									
111311		10/06/2020		1020-5	26196	40.00		40.00	10/23/2020	DIR	PD	EB OCT 14 - DRSCW DE-ICING SEM
INVOICE:HUBJ-54			CHECKDATE:10/23/2020									
111312		10/06/2020		1020-5	26197	40.00		40.00	10/23/2020	DIR	PD	EB OCT 1 - DRSCW DE-ICING SEMI
INVOICE:HUBJ-55			CHECKDATE:10/23/2020									
111313		10/06/2020		1020-5	26198	300.00		300.00	10/23/2020	DIR	PD	NASTT - CIPP WEBINAR TRAINING
INVOICE:HUBJ-56			CHECKDATE:10/23/2020									
111314		10/06/2020		1020-5	26199	169.00		169.00	10/23/2020	DIR	PD	HOME DEPOT - IMPACT DRIVER
INVOICE:HUBJ-57			CHECKDATE:10/23/2020									
111315		10/06/2020		1020-5	26200	119.88		119.88	10/23/2020	DIR	PD	JIMMY JOHN'S - EQPT TESTING LU
INVOICE:HUBJ-58			CHECKDATE:10/23/2020									
111316		10/06/2020		1020-5	26201	111.60		111.60	10/23/2020	DIR	PD	POTBELLY - EQPT TESTING LUNCH
INVOICE:HUBJ-59			CHECKDATE:10/23/2020									
941787		10/06/2020		1020-5	26194	41.30		41.30	10/23/2020	DIR	PD	CIRCLE K - FUEL - OFC CARIUS P
INVOICE:JAGM-10			CHECKDATE:10/23/2020									
8920927		10/06/2020		1020-5	26082	18.99		18.99	10/23/2020	DIR	PD	AMAZON - ADMIN OFFICE SUPPLIES
INVOICE:KAML-234			CHECKDATE:10/23/2020									
111166		10/06/2020		1020-5	26083	54.99		54.99	10/23/2020	DIR	PD	THE GREEN BRANCH - FLOWERS J.
INVOICE:KAML-235			CHECKDATE:10/23/2020									
111167		10/06/2020		1020-5	26084	22.48		22.48	10/23/2020	DIR	PD	AMAZON - COMM DEV OFFICE SUPPL
INVOICE:KAML-236			CHECKDATE:10/23/2020									
111168		10/06/2020		1020-5	26085	92.47		92.47	10/23/2020	DIR	PD	AMAZON - ADMIN OFFICE SUPPLIES
INVOICE:KAML-237			CHECKDATE:10/22/2020									
111169		10/06/2020		1020-5	26086	15.18		15.18	10/23/2020	DIR	PD	AMAZON - COMM DEV OFFICE SUPPL
INVOICE:KAML-238			CHECKDATE:10/23/2020									
111170		10/06/2020		1020-5	26087	92.65		92.65	10/23/2020	DIR	PD	AMAZON - COMM DEV OFFICE SUPPL
INVOICE:KAML-239			CHECKDATE:10/23/2020									
111171		10/06/2020		1020-5	26088	44.99		44.99	10/23/2020	DIR	PD	THE GREEN BRANCH - FLOWERS C.
INVOICE:KAML-240			CHECKDATE:10/23/2020									
111172		10/06/2020		1020-5	26089	63.63		63.63	10/23/2020	DIR	PD	AMAZON - COMM DEV OFFICE SUPPL
INVOICE:KAML-241			CHECKDATE:10/23/2020									
111173		10/06/2020		1020-5	26090	29.24		29.24	10/23/2020	DIR	PD	AMAZON - COMM DEV OFFICE SUPPL

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DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
INVOICE:KAML-242			CHECKDATE:10/23/2020									
111174		10/06/2020		1020-5	26091	13.78		13.78	10/23/2020	DIR	PD	AMAZON - COMM DEV OFFICE SUPPL
INVOICE:KAML-243			CHECKDATE:10/23/2020									
111175		10/06/2020		1020-5	26092	23.55		23.55	10/23/2020	DIR	PD	AMAZON - COMM DEV OFFICE SUPPL
INVOICE:KAML-244			CHECKDATE:10/23/2020									
111176		10/06/2020		1020-5	26093	54.99		54.99	10/23/2020	DIR	PD	THE GREEN BRANCH - FLOWERS FOR
INVOICE:KAML-245			CHECKDATE:10/23/2020									
111177		10/06/2020		1020-5	26094	79.99		79.99	10/23/2020	DIR	PD	THE GREEN BRANCH - FLOWERS FOR
INVOICE:KAML-246			CHECKDATE:10/23/2020									
111178		10/06/2020		1020-5	26095	26.99		26.99	10/23/2020	DIR	PD	AMAZON - COMM DEV OFFICE SUPPL
INVOICE:KAML-247			CHECKDATE:10/23/2020									
111179		10/06/2020		1020-5	26096	54.90		54.90	10/23/2020	DIR	PD	AMAZON - COMM DEV OFFICE SUPPL
INVOICE:KAML-248			CHECKDATE:10/23/2020									
111180		10/06/2020		1020-5	26097	-14.21		-14.21	10/23/2020	CRM	PD	AMAZON - COMM DEV
INVOICE:KAML-249			CHECKDATE:10/23/2020									
111181		10/06/2020		1020-5	26098	31.78		31.78	10/23/2020	DIR	PD	AMAZON - COMM DEV OFFICE SUPPL
INVOICE:KAML-250			CHECKDATE:10/23/2020									
111182		10/06/2020		1020-5	26099	20.91		20.91	10/23/2020	DIR	PD	AMAZON - COMM DEV OFFICE SUPPL
INVOICE:KAML-251			CHECKDATE:10/23/2020									
111183		10/06/2020		1020-5	26100	11.99		11.99	10/23/2020	DIR	PD	AMAZON - COMM DEV OFFICE SUPPL
INVOICE:KAML-252			CHECKDATE:10/23/2020									
1108931		10/06/2020		1020-5	26206	14,839.24		14,839.24	10/23/2020	DIR	PD	DUE FROM LIBRARY OCT 2020
INVOICE:LIB-10201			CHECKDATE:10/23/2020									
8922528		10/06/2020		1020-5	26132	265.09		265.09	10/23/2020	DIR	PD	MCMaster CARR - PLUMBING AND E
INVOICE:LUDM-433			CHECKDATE:10/19/2020									
111212		10/06/2020		1020-5	26133	250.70		250.70	10/23/2020	DIR	PD	HOME DEPOT - LIGHTING
INVOICE:LUDM-434			CHECKDATE:10/23/2020									
111213		10/06/2020		1020-5	26134	189.49		189.49	10/23/2020	DIR	PD	MCMaster CARR - ELECTRICAL SUP
INVOICE:LUDM-435			CHECKDATE:10/23/2020									
111214		10/06/2020		1020-5	26135	149.95		149.95	10/23/2020	DIR	PD	COMCAST - INTERNET
INVOICE:LUDM-436			CHECKDATE:10/23/2020									
111215		10/06/2020		1020-5	26136	2,384.99		2,384.99	10/23/2020	DIR	PD	NORTHERN TOOL - PRESSURE WASHE
INVOICE:LUDM-437			CHECKDATE:10/23/2020									
111216		10/06/2020		1020-5	26137	84.96		84.96	10/23/2020	DIR	PD	NORTHERN TOOL - WHEELS
INVOICE:LUDM-438			CHECKDATE:10/23/2020									
111217		10/06/2020		1020-5	26138	814.47		814.47	10/23/2020	DIR	PD	REINDERS - IRRIGATION PARTS
INVOICE:LUDM-439			CHECKDATE:10/23/2020									
111218		10/06/2020		1020-5	26139	361.74		361.74	10/23/2020	DIR	PD	REINDERS - IRRIGATION PARTS
INVOICE:LUDM-440			CHECKDATE:10/23/2020									
111219		10/06/2020		1020-5	26140	587.33		587.33	10/23/2020	DIR	PD	REINDERS - TURF GUARDS AND SEA
INVOICE:LUDM-441			CHECKDATE:10/23/2020									
111220		10/06/2020		1020-5	26141	291.40		291.40	10/23/2020	DIR	PD	ALEXANDER EQUIPMENT - CHAINSAW
INVOICE:LUDM-442			CHECKDATE:10/23/2020									
111221		10/06/2020		1020-5	26142	33.39		33.39	10/23/2020	DIR	PD	MCMaster CARR - FOOD GRADE LUB
INVOICE:LUDM-443			CHECKDATE:10/23/2020									
111222		10/06/2020		1020-5	26143	112.95		112.95	10/23/2020	DIR	PD	INTERSTATE BATTERIES
INVOICE:LUDM-444			CHECKDATE:10/23/2020									
111223		10/06/2020		1020-5	26144	40.50		40.50	10/23/2020	DIR	PD	R&R PRODUCTS - NITRLIE GLOVES
INVOICE:LUDM-445			CHECKDATE:10/23/2020									
111224		10/06/2020		1020-5	26145	36.01		36.01	10/23/2020	DIR	PD	MCMaster CARR - ELECTRICAL SUP
INVOICE:LUDM-446			CHECKDATE:10/23/2020									
111225		10/06/2020		1020-5	26146	317.00		317.00	10/23/2020	DIR	PD	TOTAL FIRE - KITCHEN HOOD SUPP
INVOICE:LUDM-447			CHECKDATE:10/23/2020									
111226		10/06/2020		1020-5	26147	176.20		176.20	10/23/2020	DIR	PD	SHOP EZGO - BRAKE DRUMS
INVOICE:LUDM-448			CHECKDATE:10/23/2020									

VILLAGE OF GLEN ELLYN

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DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
111227		10/06/2020		1020-5	26148	13.02		13.02	10/23/2020	DIR	PD	MCMASTER CARR - HOSE COUPLING
INVOICE:LUDM-449			CHECKDATE:10/23/2020									
111228		10/06/2020		1020-5	26149	32.75		32.75	10/23/2020	DIR	PD	MCMASTER CARR - POLY PIPE & CO
INVOICE:LUDM-450			CHECKDATE:10/23/2020									
111229		10/06/2020		1020-5	26150	74.64		74.64	10/23/2020	DIR	PD	REINDERS - SERVICE KIT
INVOICE:LUDM-451			CHECKDATE:10/23/2020									
111230		10/06/2020		1020-5	26151	186.55		186.55	10/23/2020	DIR	PD	PARTSTOWN -THERMOBILE
INVOICE:LUDM-452			CHECKDATE:10/23/2020									
111231		10/06/2020		1020-5	26152	64.10		64.10	10/23/2020	DIR	PD	MESSICKS - FUEL PUMP GASKET
INVOICE:LUDM-453			CHECKDATE:10/23/2020									
8922628		10/06/2020		1020-5	25996	19.98		19.98	10/16/2020	DIR	PD	AMAZON - PAPER COFFEE CUP
INVOICE:MILC-303			CHECKDATE:10/16/2020									
111026		10/06/2020		1020-5	25997	49.99		49.99	10/16/2020	DIR	PD	WSJ - NEWSPAPER
INVOICE:MILC-304			CHECKDATE:10/16/2020									
111027		10/06/2020		1020-5	25998	55.44		55.44	10/16/2020	DIR	PD	AMAZON - 2 BUNN COFFEE POTS
INVOICE:MILC-305			CHECKDATE:10/16/2020									
111028		10/06/2020		1020-5	25999	94.44		94.44	10/16/2020	DIR	PD	AMAZON - PAPER COFFEE CUPS
INVOICE:MILC-306			CHECKDATE:10/16/2020									
111029		10/06/2020		1020-5	26000	20.69		20.69	10/16/2020	DIR	PD	AMAZON - HP PRINTER PAPER
INVOICE:MILC-307			CHECKDATE:10/16/2020									
111030		10/06/2020		1020-5	26001	14.99		14.99	10/16/2020	DIR	PD	ZOOM - SOFTWARE
INVOICE:MILC-308			CHECKDATE:10/16/2020									
111031		10/06/2020		1020-5	26002	68.49		68.49	10/16/2020	DIR	PD	CHICK N SALSA - SERGEANT EVALU
INVOICE:MILC-309			CHECKDATE:10/16/2020									
111032		10/06/2020		1020-5	26003	16.15		16.15	10/16/2020	DIR	PD	UPS - UIC ANALYTICAL FORENSIC
INVOICE:MILC-310			CHECKDATE:10/16/2020									
111581		10/06/2020		1020-5	26252	39.95		39.95	10/30/2020	DIR	PD	USFLEET TRACKING - GPS TRACKER
INVOICE:MONJ-23			CHECKDATE:10/30/2020									
111319		10/06/2020		1020-5	26205	19.42		19.42	10/16/2020	DIR	PD	LEN'S - DROP CLOTHS
INVOICE:MONJ-24			CHECKDATE:10/23/2020									
1105831		10/06/2020		1020-5	26008	21.99		21.99	10/16/2020	DIR	PD	MENARD'S - MAINT. SUPPLIES
INVOICE:MONM-561			CHECKDATE:10/16/2020									
111035		10/06/2020		1020-5	26009	26.99		26.99	10/16/2020	DIR	PD	MENARDS - TV BRACKET FOR IT DE
INVOICE:MONM-562			CHECKDATE:10/16/2020									
111036		10/06/2020		1020-5	26010	283.83		283.83	10/16/2020	DIR	PD	HOME DEPOT - MICROWAVE FOR FD#
INVOICE:MONM-563			CHECKDATE:10/16/2020									
8920028		10/06/2020		1020-5	26232	40.00		40.00	10/23/2020	DIR	PD	GLEN ELLYN CHAMBER - MONTHLY L
INVOICE:PLAM-126			CHECKDATE:10/23/2020									
111341		10/06/2020		1020-5	26233	59.00		59.00	10/23/2020	DIR	PD	SPROUT SOCIAL - MONTHLY SUBSCR
INVOICE:PLAM-127			CHECKDATE:10/23/2020									
111342		10/06/2020		1020-5	26234	95.00		95.00	10/23/2020	DIR	PD	CONSTANT CONTACT - MONTHLY SUB
INVOICE:PLAM-128			CHECKDATE:10/23/2020									
111344		10/06/2020		1020-5	26235	12.95		12.95	10/23/2020	DIR	PD	CANVA - MONTHLY SUBSCRIPTION
INVOICE:PLAM-129			CHECKDATE:10/23/2020									
111143		10/06/2020		1020-5	26057	71.90		71.90	10/23/2020	DIR	PD	FACEBOOK - R22 ADS
INVOICE:RUSJ-3			CHECKDATE:10/23/2020									
111144		10/06/2020		1020-5	26058	219.00		219.00	10/23/2020	DIR	PD	121 MARKETING - R22 WEBSITE
INVOICE:RUSJ-4			CHECKDATE:10/23/2020									
111145		10/06/2020		1020-5	26059	249.00		249.00	10/23/2020	DIR	PD	121 MARKETING - VL WEBSITE
INVOICE:RUSJ-5			CHECKDATE:10/23/2020									
111146		10/06/2020		1020-5	26060	275.00		275.00	10/23/2020	DIR	PD	ROBB DAVIDSON PHOTOGRAPHER
INVOICE:RUSJ-6			CHECKDATE:10/23/2020									
9270419		10/15/2020		1020-5	26101	39.99		39.99	10/23/2020	DIR	PD	SUBURBAN LIFE - SUBSCRIPTIONS
INVOICE:SPRS-100			CHECKDATE:10/23/2020									
111184		10/06/2020		1020-5	26102	8.59		8.59	10/23/2020	DIR	PD	STAPLES - OFFICE SUPPLIES

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DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
INVOICE:SPRS-101			CHECKDATE:10/23/2020									
111185		10/06/2020		1020-5	26103	253.00		253.00	10/23/2020	DIR	PD	INTERNATIONAL CODE COUNCIL - C
INVOICE:SPRS-102			CHECKDATE:10/23/2020									
111186		10/06/2020		1020-5	26104	57.00		57.00	10/23/2020	DIR	PD	NOBEL HOUSE - PDS LUNCH FOR KA
INVOICE:SPRS-103			CHECKDATE:10/23/2020									
8920224		10/06/2020		1020-5	26024	129.00		129.00	10/16/2020	DIR	PD	CALIBRE PRESS - TRAINING
INVOICE:TERJ-87			CHECKDATE:10/16/2020									
111055		10/06/2020		1020-5	26025	3,490.00		3,490.00	10/16/2020	DIR	PD	FLIR SYSTEM - THERMAL CAMERA A
INVOICE:TERJ-88			CHECKDATE:10/16/2020									
111056		10/06/2020		1020-5	26026	38.99		38.99	10/16/2020	DIR	PD	GALLS - CROSSING GUARD RAINCOA
INVOICE:TERJ-89			CHECKDATE:10/16/2020									
111057		10/06/2020		1020-5	26027	99.00		99.00	10/16/2020	DIR	PD	CALIBRE PRESS - HARTZELL TRAIN
INVOICE:TERJ-90			CHECKDATE:10/16/2020									
111058		10/06/2020		1020-5	26028	304.50		304.50	10/16/2020	DIR	PD	EMERGENCY MEDICAL PRODUCTS - D
INVOICE:TERJ-91			CHECKDATE:10/16/2020									
111059		10/06/2020		1020-5	26029	282.24		282.24	10/16/2020	DIR	PD	HAMPTON INN - BOOTON ACCIDENT
INVOICE:TERJ-92			CHECKDATE:10/16/2020									
111060		10/06/2020		1020-5	26030	316.40		316.40	10/16/2020	DIR	PD	HOLIDAY INN- CARIUS DEFENSIVE
INVOICE:TERJ-93			CHECKDATE:10/16/2020									
111061		10/06/2020		1020-5	26031	282.24		282.24	10/16/2020	DIR	PD	HAMPTON INN - BOOTON ACCIDENT
INVOICE:TERJ-94			CHECKDATE:10/16/2020									
111062		10/06/2020		1020-5	26032	282.24		282.24	10/16/2020	DIR	PD	HAMPTON INN - BOOTON ACCIDENT
INVOICE:TERJ-95			CHECKDATE:10/16/2020									
8923125		10/06/2020		1020-5	26202	160.00		160.00	10/23/2020	DIR	PD	BANNER UP - REPLACEMENT OFFICE
INVOICE:VAVK-57			CHECKDATE:10/23/2020									
111317		10/06/2020		1020-5	26203	101.47		101.47	10/23/2020	DIR	PD	PANERA BREAD - FOOD FOR SGTS E
INVOICE:VAVK-58			CHECKDATE:10/23/2020									
111318		10/06/2020		1020-5	26204	74.94		74.94	10/23/2020	DIR	PD	PORTILLOS - FOOD FOR SGTS EVAL
INVOICE:VAVK-59			CHECKDATE:10/23/2020									
8923228		10/06/2020		1020-5	26013	-400.09		-400.09	10/16/2020	CRM	PD	1-2-1 MARKETING - WEBSITE FEE
INVOICE:VESJ-190			CHECKDATE:10/16/2020									
111038		10/06/2020		1020-5	26014	7,116.00		7,116.00	10/16/2020	DIR	PD	AMERITEMP - HEATERS FOR DINE O
INVOICE:VESJ-191			CHECKDATE:10/16/2020									
111039		10/06/2020		1020-5	26015	14.97		14.97	10/16/2020	DIR	PD	RESTAURANTOWNER.COM - MONTHLY
INVOICE:VESJ-192			CHECKDATE:10/16/2020									
111040		10/06/2020		1020-5	26016	7.96		7.96	10/16/2020	DIR	PD	CHICAGO TRIBUNE
INVOICE:VESJ-193			CHECKDATE:10/16/2020									
111041		10/06/2020		1020-5	26017	157.07		157.07	10/16/2020	DIR	PD	ULINE-RESTAURANT SUPPLIES
INVOICE:VESJ-194			CHECKDATE:10/16/2020									
111050		10/06/2020		1020-5	26018	17.56		17.56	10/16/2020	DIR	PD	AMAZON - RESTAURANT SUPPLIES
INVOICE:VESJ-195			CHECKDATE:10/16/2020									
111051		10/06/2020		1020-5	26019	123.28		123.28	10/16/2020	DIR	PD	AMAZON - RESTAURANT SUPPLIES
INVOICE:VESJ-196			CHECKDATE:10/16/2020									
111052		10/06/2020		1020-5	26020	99.47		99.47	10/16/2020	DIR	PD	AT&T - U-VERSE FOR CLUBHOUSE
INVOICE:VESJ-197			CHECKDATE:10/16/2020									
111053		10/06/2020		1020-5	26021	119.00		119.00	10/16/2020	DIR	PD	AMAZON - ANNUAL SUBSCRIPTION
INVOICE:VESJ-198			CHECKDATE:10/16/2020									
111054		10/06/2020		1020-5	26022	74.78		74.78	10/16/2020	DIR	PD	GOOGLE ADS - RESAURANT MARKETI
INVOICE:VESJ-199			CHECKDATE:10/16/2020									
8923316		10/06/2020		1020-5	26193	55.00		55.00	10/23/2020	DIR	PD	SAFE KIDS WORLDWIDE - TECH REC
INVOICE:WEBN-24			CHECKDATE:10/23/2020									

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11334 EURO USA MIDWEST LLC

VILLAGE OF GLEN ELLYN



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DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
111119		10/07/2020		1020-4	242046	298.51		298.51	10/23/2020	INV	PD	FOOD RESALE
INVOICE:552505-00			CHECKDATE:10/23/2020									
111121		10/09/2020		1020-4	242046	133.80		133.80	10/23/2020	INV	PD	FOOD RESALE
INVOICE:553430-00			CHECKDATE:10/23/2020									
111120		10/10/2020		1020-4	242046	312.53		312.53	10/23/2020	INV	PD	FOOD RESALE
INVOICE:553474-00			CHECKDATE:10/23/2020									
111498		10/12/2020		1020-5	242152	384.94		384.94	10/30/2020	INV	PD	FOOD RESALE
INVOICE:553639-00			CHECKDATE:10/30/2020									
111497		10/14/2020		1020-5	242152	100.49		100.49	10/30/2020	INV	PD	FOOD RESALE
INVOICE:554260-00			CHECKDATE:10/30/2020									
111496		10/17/2020		1020-5	242152	116.01		116.01	10/30/2020	INV	PD	FOOD RESALE
INVOICE:554629-00			CHECKDATE:10/30/2020									
111499		10/22/2020		1020-5	242152	358.00		358.00	10/30/2020	INV	PD	FOOD RESALE
INVOICE:555444-00			CHECKDATE:10/30/2020									
						1,704.28						
11480 M.A. MORTENSON COMPANY												
111110	20190011	09/30/2020		1020-5	26253	1,337,077.00		1,337,077.00	10/23/2020	DIR	PD	PARKING GARAGE CONSTRUCTION
INVOICE:18090015-11			CHECKDATE:10/30/2020									
11562 SHIFT4 PAYMENTS												
9590219		10/10/2020		1020-5	26183	603.50		603.50	10/23/2020	DIR	PD	LINKS CREDIT CARD FEES-0920
INVOICE:SHIFT4-21			CHECKDATE:10/23/2020									
11661 RAYMOND G. ULREICH												
111290		09/18/2020		1020-4	242094	300.00		300.00	10/23/2020	INV	PD	LEGAL SERVICES FOR ZONING
INVOICE:86032			CHECKDATE:10/23/2020									
11715 DAY ROBERT & MORRISON, PC												
111013		01/31/2020		1020-4	242040	47.58		47.58	10/16/2020	INV	PD	LEGAL SERVICES- APEX LITIGATION
INVOICE:31183-1			CHECKDATE:10/23/2020									
111567		09/30/2020		1020-5	242147	4,414.00		4,414.00	10/30/2020	INV	PD	2019 MR. 396 LITIGATION
INVOICE:32035			CHECKDATE:10/30/2020									
						4,461.58						
11725 CHOW NOW												
1046258		10/01/2020		1020-5	26239	178.00		178.00	10/30/2020	DIR	PD	SERVICE FEES
INVOICE:CHOW-8			CHECKDATE:10/30/2020									
11828 GET FRESH PRODUCE												
111123		10/06/2020		1020-4	242050	201.35		201.35	10/23/2020	INV	PD	FOOD RESALE
INVOICE:03609183			CHECKDATE:10/23/2020									
111124		10/08/2020		1020-4	242050	461.65		461.65	10/23/2020	INV	PD	FOOD RESALE
INVOICE:03610517			CHECKDATE:10/23/2020									
111126		10/09/2020		1020-4	242050	399.85		399.85	10/23/2020	INV	PD	FOOD RESALE
INVOICE:03611466			CHECKDATE:10/23/2020									
111125		10/10/2020		1020-4	242050	461.85		461.85	10/23/2020	INV	PD	FOOD RESALE
INVOICE:03612288			CHECKDATE:10/23/2020									
111511		10/12/2020		1020-5	242159	422.00		422.00	10/30/2020	INV	PD	FOOD RESALE

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INVOICE:03613072			CHECKDATE:10/30/2020									
111510		10/14/2020		1020-5	242159	377.92		377.92	10/30/2020	INV	PD	FOOD RESALE
INVOICE:03614691			CHECKDATE:10/30/2020									
111512		10/15/2020		1020-5	242159	312.75		312.75	10/30/2020	INV	PD	FOOD RESALE
INVOICE:03615305			CHECKDATE:10/30/2020									
111513		10/17/2020		1020-5	242159	479.40		479.40	10/30/2020	INV	PD	FOOD RESALE
INVOICE:03617238			CHECKDATE:10/30/2020									
111509		10/22/2020		1020-5	242159	272.51		272.51	10/30/2020	INV	PD	FOOD RESALE
INVOICE:03620421			CHECKDATE:10/30/2020									
111507		10/23/2020		1020-5	242159	356.10		356.10	10/30/2020	INV	PD	FOOD RESALE
INVOICE:03621360			CHECKDATE:10/30/2020									
111508		10/24/2020		1020-5	242159	202.55		202.55	10/30/2020	INV	PD	FOOD RESALE
INVOICE:03622129			CHECKDATE:10/30/2020									
						3,947.93						
11832 CRAIG RAPP												
111075		10/13/2020		1020-4	242077	1,650.00		1,650.00	10/23/2020	INV	PD	STRATEGIC PLANNING
INVOICE:10.02.20			CHECKDATE:10/23/2020									
11884 FIRST COMMUNICATIONS, LLC												
111425		10/06/2020		1020-5	242154	523.88		523.88	10/30/2020	INV	PD	P.D. PRI
INVOICE:120519517			CHECKDATE:10/30/2020									
12121 DAN INCZE												
107681		06/15/2020		1020-5	242170	600.00		600.00	06/19/2020	INV	PD	REFUND - INSPECTION; WATER SER
INVOICE:107681			CHECKDATE:10/30/2020									
12134 PROFESSIONAL RADON SYSTEMS												
111563		10/21/2020		1020-5	242186	80.00		80.00	10/30/2020	INV	PD	DOUBLE PYMT #20201827
INVOICE:111563			CHECKDATE:10/30/2020									
12152 KATY SULLIVAN												
111539		10/23/2020		1020-5	242194	8.12		8.12	10/30/2020	INV	PD	FOOD RESALE REIMBURSEMENT
INVOICE:111539			CHECKDATE:10/30/2020									
12230 IMPACT PROMOTIONS												
111527		09/16/2020		1020-5	242169	698.00		698.00	10/30/2020	INV	PD	UNIFORMS
INVOICE:193			CHECKDATE:10/30/2020									
12244 FORTIS CONCRETE CO												
111565		10/27/2020		1020-5	242158	60.00		60.00	10/30/2020	INV	PD	DUPLICATE PAYMENT PERMIT #2020
INVOICE:111565			CHECKDATE:10/30/2020									
12262 THELEN MATERIALS												
111266		09/30/2020		1020-4	242088	607.97		607.97	10/23/2020	INV	PD	SUPPLIES FOR TURF
INVOICE:393467			CHECKDATE:10/23/2020									

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DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
12298	CLIFFORD & CHERYL	PIXLER									
111000		09/30/2020		1020-4	242076	1,000.00	1,000.00	10/16/2020	INV	PD	RESTOR DEP.- 245 LORRAINE ST.
INVOICE:111000		CHECKDATE:10/23/2020									
12299	JOSEPH ARCANO III										
111001		10/05/2020		1020-4	242022	1,000.00	1,000.00	10/16/2020	INV	PD	RESTOR DEP - 620 RODGER RD.
INVOICE:111001		CHECKDATE:10/23/2020									
12300	NATURAL NAIL SALON										
111444		10/14/2020		1020-5	242181	1,097.56	1,097.56	10/30/2020	INV	PD	COVID GRANT
INVOICE:111444		CHECKDATE:10/30/2020									
12301	VALLEY SECURE, INC.										
111047		09/29/2020		1020-4	242097	810.00	810.00	10/14/2020	INV	PD	BENCH WITH CUFF RINGS
INVOICE:152		CHECKDATE:10/23/2020									
12303	MARIANNE SPENCER										
111079		10/12/2020		1020-4	242083	25.00	25.00	10/23/2020	INV	PD	DOUBLE PAYMENT
INVOICE:P0107-000140		CHECKDATE:10/23/2020									
12305	ADDLAWN LANDSCAPING, INC.										
111287		10/05/2020		1020-4	242018	2,000.00	2,000.00	10/23/2020	INV	PD	RESTOR. DEP - 298 OAK ST
INVOICE:111287		CHECKDATE:10/23/2020									
111102		10/06/2020		1020-4	242017	18,795.00	18,795.00	10/23/2020	INV	PD	741 WILLIS ST. LANSAPING
INVOICE:202003112		CHECKDATE:10/23/2020									
						20,795.00					
12306	TOUCHLESS BROWS LLC										
111094		10/08/2020		1020-4	242090	50.00	50.00	10/23/2020	INV	PD	2021 BUSINESS LICENSE REG REFU
INVOICE:111094		CHECKDATE:10/23/2020									
12307	RIVER NILE GROUP CORP										
111093		10/08/2020		1020-4	242078	100.00	100.00	10/23/2020	INV	PD	2021 BUSINESS LICENSE FEE REFU
INVOICE:111093		CHECKDATE:10/23/2020									
12308	APOLIS INC										
111095		10/08/2020		1020-4	242021	75.00	75.00	10/23/2020	INV	PD	2021 BUSINESS LICENSE REG REFU
INVOICE:111095		CHECKDATE:10/23/2020									
12311	THOMAS OLSEN										
111295		10/19/2020		1020-4	242072	1,464.00	1,464.00	10/23/2020	INV	PD	RETT #23106 REFUND
INVOICE:23106		CHECKDATE:10/23/2020									
12312	ALNOOR LAKHANI										

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
111296		10/16/2020		1020-4	242061	894.00		894.00	10/23/2020	INV	PD	RETT #23112 REFUND
INVOICE:23112 CHECKDATE:10/23/2020												
12313 DAVID HOUSER												
111299		10/16/2020		1020-4	242058	61.66		61.66	10/23/2020	INV	PD	PARKING REFUND #0094
INVOICE:0094 CHECKDATE:10/23/2020												
12315 TRACEY & ERIC SHERRIER												
111289		10/15/2020		1020-4	242081	3,000.00		3,000.00	10/23/2020	INV	PD	RESTOR. DEP. - 57 SUNSET
INVOICE:111289 CHECKDATE:10/23/2020												
12316 ROAR POSTAL SUPPLIES												
111294		10/05/2020		1020-4	242079	109.90		109.90	10/23/2020	INV	PD	INK CARTRIDGE FOR PITNEY BOWES
INVOICE:2020-2180 CHECKDATE:10/23/2020												
12318 JEREMY & CASSANDRA MALNAR												
111305		10/20/2020		1020-4	242063	1,965.00		1,965.00	10/23/2020	INV	PD	RETT REFUND #23096
INVOICE:23096 CHECKDATE:10/23/2020												
12319 SCOTT EVANSON												
111306		10/20/2020		1020-4	242047	1,191.00		1,191.00	10/23/2020	INV	PD	RETT #23102 REFUND
INVOICE:23102 CHECKDATE:10/23/2020												
12321 CARDENAS, RUTHSIL												
111320		10/21/2020		1020-4	242027	314.00		314.00	10/21/2020	INV	PD	UB WATER REFUND #439434
INVOICE:111320 CHECKDATE:10/23/2020												
12322 PAYING IT FORWARD												
111321		10/21/2020		1020-4	242074	64.65		64.65	10/21/2020	INV	PD	UB WATER REFUND #135460
INVOICE:111321 CHECKDATE:10/23/2020												
12323 COLDWELL BANKER REAL ESTATE GROUP												
111322		10/21/2020		1020-4	242028	9.75		9.75	10/21/2020	INV	PD	UB WATER REFUND #315220
INVOICE:111322 CHECKDATE:10/23/2020												
12324 VEILED BY CHACHA												
111323		10/21/2020		1020-4	242098	1,381.25		1,381.25	10/23/2020	INV	PD	COVID GRANT -
INVOICE:111323 CHECKDATE:10/23/2020												
12328 JUAN DELOERA												
111566		10/15/2020		1020-5	242148	2,000.00		2,000.00	10/30/2020	INV	PD	RESTOR. DEP - 925 JENNA CT.
INVOICE:111566 CHECKDATE:10/30/2020												
12329 MR. JIM BONEY												

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
111466		10/23/2020		1020-5	242117	2,239.00	2,239.00	10/30/2020	INV	PD	PRIV. PROP. DRAINAGE IMPROV. C
INVOICE:111466 CHECKDATE:10/30/2020											
12331 BAKER HILL CONDO ASSOC.											
111573		10/29/2020		1020-5	242112	250.00	250.00	10/30/2020	INV	PD	COVID DEPOSIT REFUND
INVOICE:700916 CHECKDATE:10/30/2020											
12332 MR. ROOTER											
111564		10/21/2020		1020-5	242178	1,000.00	1,000.00	10/30/2020	INV	PD	RESTOR. DEP. - 171 BRYANT AVE.
INVOICE:111564 CHECKDATE:10/30/2020											
12333 REESHEDA GRAHAM											
111574		10/15/2020		1020-5	242187	5,150.00	5,150.00	10/30/2020	INV	PD	DIVERSITY INITIATIVE
INVOICE:115420-000222 CHECKDATE:10/30/2020											
						5,150.00					
584 INVOICES						2,777,070.56					

** END OF REPORT - Generated by Lori Thomas **



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

Meeting 11/9/2020 7:00 PM
Department: System Administrator
Department Head:
Category: Minutes
Prepared By:

AGENDA ITEM (ID # 2020-655)

DOC ID: 2020-655

September 14, 2020 Regular Village Board Meeting Minutes

Statement of the Issue:

Please see the attached minutes.

Analysis:

Budget Impact:

Action Requested:

Attachments:

1. 09142020 Regular Village Board Meeting Minutes



Minutes
Village of Glen Ellyn
Glen Ellyn Village Board
Regular Meeting
Monday, September 14, 2020
7:00 PM

Glen Ellyn Civic Center, Galligan Board Room

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

Attendee Name	Title	Status	Arrived
Diane McGinley	Village President	Present	
Bill Enright	Village Trustee	Present	
Gary Fasules	Village Trustee	Present	
Craig R. Pryde	Village Trustee	Present	
Kelli E. Christiansen	Village Trustee	Excused	
Steve Thompson	Village Trustee	Present	
Mark Senak	Village Trustee	Present	
John Chereskin	Village Clerk	Present	
Mark Franz	Village Manager	Present	
Greg Mathews	Village Attorney	Present	
Jeff Vesevick	General Manager Village Links	Present	
Christina Coyle	Finance Director	Present	
Julius Hansen	Public Works Director	Excused	
Staci Springer	Director	Present	
Phil Norton	Chief of Police	Present	

D. Village Recognition: (Village Clerk)

1. Village Clerk Chereskin will read a proclamation in recognition of Restaurant Week.
2. Village Clerk Chereskin will read a proclamation in recognition of Brain Aneurysm Awareness Month.

E. Audience Participation

1. Open:

None.

- 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:

RESULT:	APPROVED [5 TO 0]
MOVER:	Steve Thompson, Village Trustee
SECONDER:	Gary Fasules, Village Trustee
AYES:	Enright, Fasules, Pryde, Thompson, Senak
EXCUSED:	Christiansen
PRESENT:	McGinley

Motion to approve the following items including Payroll and Vouchers totaling \$2,406,132.16. These agenda items have been reviewed by the Management Team & Village Attorney and are consistent with the Village's Purchasing Policy (Trustee Thompson)

1. Total Expenditures (Payroll and Vouchers) - \$2,406,132.16
2. Glen Ellyn Village Board - Regular Meeting - Jun 22, 2020 7:00 PM
3. Glen Ellyn Village Board - Special Workshop Meeting - Jul 27, 2020 6:00 PM
4. Approve the Recommendation of Village President Diane McGinley for the Appointment of Finance Student Commissioner Kevin Van Ek, for a Term Ending May 31, 2021
5. Approve a Retail Facade Improvement Award in the amount of \$15,000 and a Fire Prevention Award in the amount of \$15,000, for ko-ze at 484 N. Main Street, to be expensed to the Central Business District TIF Fund (Economic Development Coordinator Hannah)
6. Ordinance No. 6803, An Ordinance Granting Exterior Appearance Approval for Ko-Ze Wine Room located at 484 N. Main Street (Community Development Director Springer)
7. Ordinance No. 6804, An Ordinance Granting Exterior Appearance Approval for A Toda Madre Restaurant located at 497 N. Main Street (Community Development Director Springer)

Trustee Senak stated there is an issue with the current grease enclosure and that he would like to solve the issue with this project. Trustee Senak stated he would like to see the whole area addressed.

Community Development Director Springer stated the grease enclosure is a condition of approval. Community Development Director Springer stated staff has found a location today for the grease enclosure.

Trustee Enright asked if the proposed work includes an added entry way or a bump out. Trustee Enright asked if the entrance will be moved further onto the sidewalk or if the same footprint will exist.

Village Manager Franz stated there will be a bump out.

Community Development Director Springer stated the entrance will be moved to the north side of the

building and there is no expansion of the building itself.

Trustee Thompson asked how many doors will be included.

Community Development Director Springer stated the main entrance will be on the north side of the building and the existing entrance will be used by staff. Community Development Director Springer stated there will also be operable store front windows.

8. Ordinance No. 6805, An Ordinance Granting Mural Approval For the Property Located at 449 N Main Street (Community Development Director Springer)
9. Ordinance No. 6806 - VC, An Ordinance to Amend Section 9-2-3 (Blue Dot Parking Permits), Section 9-5-4 (Schedule D; One Way Streets), and Section 9-5-19 (Schedule S; Customer Parking Only) of the Village Code (Police Chief Norton)

Trustee Senak asked if the proposed amendments were discussed with local businesses. Trustee Senak stated our local businesses should have input of the proposed amendments.

Police Chief Norton stated a lot of community input went into this Ordinance, and these ideas were discussed with local businesses. Police Chief Norton stated businesses have been provided the opportunity to give their feedback, which was included in the proposed Ordinance.

Items removed from the consent agenda to be voted on separately

10. Motion Pursuant to Section 1-10-7 of the Glen Ellyn Village Code to Adopt Competitive Bidding Procedures of the State of Illinois Purchasing Program in lieu of the Provisions of Chapter 10 on Village Contracts and Approve the Purchase of (1) 2020 Toro Groundsmaster 4000-D Rough Mower from Reinders of Mundelein, Illinois through the State of Illinois Purchasing Program in the Amount of \$54,577.63 to be Expensed to Village Links/Reserve 22 Fund in FY2021 (General Manager Vesevick)

Trustee Senak stated he is happy to see the Village has adopted competitive bidding procedures. Trustee Senak asked if the current mower does not work.

General Manager Vesevick stated the mower is currently at the end of its life. General Manager Vesevick also stated the new mower will create a more consistent product and help create efficiency.

Trustee Senak asked if staff would be reduced due to the purchase of the new mower.

General Manager Vesevick stated staff would not be reduced but more would be accomplished with staff time.

Trustee Senak stated given the current revenue consequences due to the COVID-19 pandemic, he would like to see this purchase delayed as we have a functional piece of equipment.

General Manager Vesevick stated since June, the Village Links has had record months of revenues.

Trustee Thompson stated he appreciates Trustee Senak's comments, but in light of the golf courses revenues he is comfortable with the purchase. Trustee Thompson stated this equipment is needed at

the Village Links and asked other Trustees to support this purchase.

RESULT:	APPROVED [4 TO 1]
MOVER:	Steve Thompson, Village Trustee
SECONDER:	Bill Enright, Village Trustee
AYES:	Thompson, Enright, Fasules, Prude
NAYS:	Senak
EXCUSED:	Christiansen
PRESENT:	McGinley

G. Strategic Plan (Presented by Village Manager Franz) (Trustee Pryde)

1. Approval of the 2020-2022 Strategic Plan

Village Manager Franz provided an update on the draft 2020-2022 Strategic Plan.

Trustee Thompson asked for further explanation of the annual and quarterly strategic plan updates.

Village Manager Franz stated staff and the Village Board monitor progress of the strategic plan quarterly. Village Manager Franz also stated the strategic plan is closely reviewed during each budget process.

Trustee Thompson asked how does staff propose incorporating new Trustee ideas/thoughts to the strategic plan.

Village Manager Franz stated the strategic plan is always evolving, which it needs to be. Village Manager Franz stated the Village Board can direct staff to modify the plan, if they desire. Village Manager Franz stated there is always an opportunity for new Trustees to provide their input. Village Manager Franz stated staff is always open to feedback and changes.

Trustee Senak stated this is a good document and is a product of a lot of effort put in by a variety of people. Trustee Senak stated he believes there needs to be additional work done before the plan is finalized. Trustee Senak stated the Village needs to look at the strategic plan of neighboring governmental entities to insure there are no conflict of goals. Trustee Senak stated there is a need to validate data so the plan is not focused around just opinions.

RESULT:	DENIED [2 TO 3]
MOVER:	Bill Enright, Craig R. Pryde
AYES:	Enright, Pryde
NAYS:	Fasules, Thompson, Senak
EXCUSED:	Christiansen
PRESENT:	McGinley

H. Reminders

1. A Village Board Workshop is scheduled for Monday, September 21, 2020 at the Glen Ellyn Civic Center.

Village of Glen Ellyn

2. A Village Board Meeting is scheduled for Monday, September 28, 2020 at the Glen Ellyn Civic Center.

I. Other Business

Trustee Thompson stated the Village Board needs to make a decision to either hold meetings in person, or via Zoom.

Trustee Fasules stated he does not think the public is interested in attending the meetings in person, so very few members of the public showed up.

Trustee Senak stated he thinks the hybrid format, which was used at this meeting, as worked well and recommends continuing this format moving forward.

Trustee Pryde stated he likes that residents are able to come to the meeting in person. Trustee Pryde also stated the audio in the Board room is working much better, and would like to continue meetings in persons.

Trustee Fasules stated DuPage County is currently in 'warning' regarding COVID-19 cases. Trustee Fasules stated the Village Board also needs to consider the safety of residents. Trustee Fasules stated having meetings in person puts residents, staff and the Village Board at risk.

Trustee Thompson stated he applauds the effort the try to have in person meetings. Trustee Thompson noted that if all Trustees were in attendance, they would be inches away from each other. Trustee Thompson stated there is not enough room for proper social distancing. Trustee Thompson stated he believes the dais needs to be changed to be COVID-19 friendly. Trustee Thompson also stated there should be a way to do a hybrid meeting with Zoom and in person attendance.

Village Manager Franz stated not all Board members would fit at the current dais setup. Village Manager Franz stated at this time, streaming the live meeting and Zoom cannot be done. Village Manager Franz stated staff will continue to look at additional options to host meetings.

Trustee Senak stated eh would like to see the Village Board discuss affordable housing at a future Workshop meeting, when appropriate.

- J. Motion to adjourn to Executive Session for discussion regarding the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body pursuant to 5 ILCS 120/2 (C)(1) and to discuss the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired pursuant to 5 ILCS 120/2 (C) (5) without returning to open session thereafter.**

- 1.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Craig R. Pryde, Village Trustee
SECONDER:	Bill Enright, Village Trustee
AYES:	McGinley, Enright, Fasules, Pryde, Thompson, Senak
EXCUSED:	Christiansen

Respectfully Submitted, Lindsey Kaminsky Executive Assistant

Reviewed and approved, John A. Chereskin, Village Clerk



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

Meeting 11/9/2020 7:00 PM
Department: System Administrator
Department Head:
Category: Minutes
Prepared By:

**AGENDA ITEM (ID # 2020-
656)**

DOC ID: 2020-656

September 21, 2020 Regular Village Board Workshop Meeting Minutes

Statement of the Issue:

Please see the attached minutes.

Analysis:

Budget Impact:

Action Requested:

Attachments:

1. 09212020 Regular Village Board Workshop Meeting Minutes



Minutes
Village of Glen Ellyn
Glen Ellyn Village Board
Regular Workshop Meeting
Monday, September 21, 2020
7:00 PM

Glen Ellyn Civic Center, Galligan Board Room

A. Call to Order

Attendee Name	Title	Status	Arr ived
Diane McGinley	Village President	Present	
Bill Enright	Village Trustee	Present	
Gary Fasules	Village Trustee	Present	
Craig R. Pryde	Village Trustee	Present	
Kelli E. Christiansen	Village Trustee	Present	
Steve Thompson	Village Trustee	Present	
Mark Senak	Village Trustee	Present	
John Chereskin	Village Clerk	Present	
Mark Franz	Village Manager	Present	
Greg Mathews	Village Attorney	Present	
Rich Daubert	Professional Engineer	Present	
Christina Coyle	Finance Director	Present	
Julius Hansen	Public Works Director	Present	
Staci Springer	Director	Present	
Phil Norton	Chief of Police	Present	

B. Pledge of Allegiance

C. Roll Call

D. Audience Participation

1. Open:

None.

E. Business Support Initiatives (Presented by Economic Development Coordinator Hannah) (Discussion Only)

1. Economic Development Coordinator Hannah will lead a discussion regarding business support initiatives.

Economic Development Coordinator Hannah stated the information provided to the Village Board is a follow up from the Special Village Board meeting held on September 3, 2020. Economic Development Coordinator Hannah stated staff followed up with restaurants at the Alliance all business monthly meeting.

Economic Development Coordinator Hannah provided an update on all business initiatives since March 2020.

Economic Development Coordinator Hannah provided an update on proposed business support initiatives including:

- *Proposed Parking Changes*
- *Valet Parking*
- *Trolley Use*
- *Economic Stimulus*
- *Potential Village Financial Economic Stimulus*
- *Marketing*

Economic Development Coordinator Hannah provided an update on business support expenses to date as well as provided funding options for new and ongoing initiatives.

Village Manager Franz stated the Economic Development award program has been funded from TIF Funds. Village Manager Franz stated that currently businesses can receive \$15,000 per award. Village Manager Franz stated an increase in award program funds has been overdue, and now is the right time to consider an increase in funding available per award.

Trustee Christiansen stated she is glad we were able to receive feedback from the Chamber, Alliance and businesses. Trustee Christiansen stated she is interested in a Village grant program or to increase the existing Façade Award program.

Trustee Senak stated Economic Development Coordinator Hannah has done a great job and staff has used a very good process by talking with those who are most impacted by COVID-19. Trustee Senak stated is in favor of everything proposed with the exception on expediting the Civic Center Parking Garage.

Trustee Thompson stated he appreciates all of staff's efforts. Trustee Thompson stated the Village should do more to help businesses during this time, and provide all programs and support that we can. Trustee Thompson stated the Village Board should fund valet parking and increase award program funding. Trustee Thompson stated he has no opinion on the idea of horse drawn carriage rides. Trustee Thompson stated he likes the idea of having an ice rink. Trustee Thompson stated he would like to see if Village staff can negotiate with the Civic Center Parking Garage contractor to see what they can do on their own to speed up the project. Trustee Thompson also stated he would like to talk about waiving the annual business registration fee.

Finance Director Coyle stated business registration fee invoices are typically sent out in October.

Village Manager Franz stated Village staff will update the Village Board on the Civic Center Parking Garage at a future meeting.

Economic Development Coordinator Hannah stated there is also an option to extend to grant program to include technology upgrades that businesses have made to better operate during the pandemic.

Trustee Pryde stated he is not in favor of accelerating work on the Civic Center Parking Garage and would like to see the money used in other ways. Trustee Pryde stated he is in favor of increasing award funding and including award funding for technology upgrades. Trustee Pryde stated he likes the idea of horse drawn carriage rides and an ice rink. Trustee Pryde stated those ideas will bring in new shoppers to the Glen Ellyn area. Trustee Pryde business registration fees are a nominal business expense, and would rather see the Village spend money on ways to bring the businesses new shoppers.

Trustee Enright asked if the CARES Act funding could pay for business registration feeds.

Finance Director Coyle stated that is not something CARES Act funding would cover.

Trustee Enright stated he is in favor of waiving business registration fees. Trustee Enright stated he is not in favor or spending additional money to get the Civic Center Parking Garage completed early. Trustee Enright stated he is unsure on the grant program increase as he is unsure of when the funds would be available to assist businesses. Trustee Enright stated he is in favor for horse drawn carriage rides and an ice rink. Trustee Enright also stated he is in favor of a technology award.

Trustee Christiansen stated she supports a technology award and is in favor of waiving the business registration fee.

Trustee Senak stated he is in favor of waiving the business registration fee and supports a technology award. Trustee Senak stated he is also in favor of broadening what businesses can do with the award money they receive.

Trustee Fasules stated he is in favor of delaying collection of business registration fees by three to four months. Trustee Fasules stated increasing award program funds is great, but it takes a while for that money to get in the hands of the business. Trustee Fasules stated the Village needs to find ways to get money to businesses now. Trustee Fasules stated the Village could rebate sales tax to businesses. Trustee Fasules stated the General Fund has reserves which could be used to help businesses now.

Trustee Pryde stated he is in favor of waiving the business registration fee, as it is a good gesture for businesses. Trustee Pryde requested additional information on the sales tax rebate.

President McGinley stated at this time, the Village Board is in favor of all programs with the expectation of expediting the completing of the Civic Center Parking Garage.

RESULT:	DISCUSSION ONLY
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**F. 2nd Quarter Financial Report (Presented by Finance Director Coyle)
(Discussion Only)**

1. Finance Director Coyle will present the second quarter 2020 financial report.

Finance Director Coyle provided a 2nd quarter financial report update. Finance Director Coyle provided an updated regarding the following:

- *General Fund*
- *Motor Fuel Tax Fund*
- *Capital Project Fund*
- *Village Links*
- *Real Estate and Transfer Taxes*
- *Cash Reserves*
- *2018 Bonds*
- *Police Pension Investment Performance*
- *Updated COVID-19 projections*
- *Cash & Investment Report*

RESULT:	DISCUSSION ONLY
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G. Capital Budget (Presented by Finance Director Coyle and Professional Engineer Daubert) (Discussion Only)

1. Finance Director Coyle and Professional Engineer Daubert will present the 2021 Capital Budget.

Professional Engineer Daubert provided an update on the 10 year and 5 year Capital Budget. Professional Engineer Daubert provided an update regarding the following:

- *Streetscape Project*
- *2021 Capital Plan Overview*
- *2021 Major Roadway Projects*
- *2021 Water/ Sewer Projects*
- *2021 Parking Lot Projects*
- *2021 Major Engineering Projects*
- *2021 Miscellaneous Engineering Initiatives*

Trustee Enright asked for an update regarding the Civic Center Parking Garage pedestrian access to Main Street.

Village Manager Franz stated staff continues to work on this and that the parking garage project was approved without the plaza design. Village Manager Franz stated staff hopes to bring information regarding the pedestrian access/plaza to the Village Board at an upcoming meeting.

RESULT:	DISCUSSION ONLY
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H. Elected Official Compensation (Presented by Village Manager Franz) (Discussion Only)

1. Village Manager Franz will lead a discussion regarding Trustee compensation.

Village Manager Franz stated the Village Board has reviewed Trustee compensation three years ago and the Ordinance was modified at that time.

Village Attorney Mathews stated a change in Trustee compensation would only impact new Village Board members who start their term on or after May 1, 2021. Village Attorney Mathews stated those Trustees running for a 2nd term could vote on this proposed change and take advantage of any change as it will be the start to their new term.

Trustee Senak stated virtually every other municipality pays their Village Board some type of compensation. Trustee Senak stated the municipality with the closest population to Glen Ellyn is West Chicago, and their Trustees are paid \$1,200 a year. Trustee Senak stated if the Village wants to attract quality Trustees, some type of compensation will help. Trustee Senak stated serving on the Village Board takes a lot of time and some type of compensation helps prove Trustees time is valued. Trustee Senak stated he is in favor of not only Trustee compensation but Clerk compensation as well.

Trustee Fasules asked why Trustee Senak has changed his mind within two years. Trustee Fasules stated what the Village Board does is honorable and priceless and does not want to be compensated for his service.

Trustee Senak stated it is not fair for future Trustees as he knows how much time and word this Board puts in.

Trustee Fasules stated this community was built on volunteerism, and it should stay that way.

Trustee Thompson stated he seconded Trustee Senak's request to review Trustee compensation as he wanted to understand the background. Trustee Thompson stated he is not ready to announce his position on this subject, and thinks the Village Board should offer the community the opportunity to provide feedback.

Trustee Enright stated he agrees with Trustee Fasules and there is no need for the Village Board to be paid.

Trustee Pryde stated the money is not important, but the thought is nice. Trustee Pryde stated he does not want people to fill Village Board positions just because of the money. Trustee Pryde stated the Village has been able to recruit people who are about the community and who want to volunteer their time to the Village Board without payment. Trustee Pryde stated the commitment is huge but those who serve to do it because they care about the community, not because of the money. Trustee Pryde stated he would rather take the money that is proposed for Trustee compensation and give it back to the community.

Trustee Christiansen stated she can go either way regarding this matter. Trustee Christiansen stated she would rather see the Village hire a staff member to assist with grants or see the money go into the community.

President McGinley stated when she served as Trustee, their compensation was expected to be donated to the 4th of July Committee. President McGinley stated rather than get rid of the Trustee compensation, that money can be provided straight to the 4th of July Committee as a Village contribution. President McGinley also stated the Village covers expenses for Village related functions.

Public Comment

1. *John Kenwood, stated he was shocked to see this item on the agenda. Mr. Kenwood stated he served as Village Trustee when they voted to take away the payment to the Village Board. Mr. Kenwood stated now is not the right now to consider this as COVID-19 has already impacted the Village's budget.*
2. *Pete Ladesic, stated he served as Village Trustee when they voted to eliminate pay. Mr. Ladesic also stated the volunteerism is what makes this town unique.*

Trustee Senak stated he has served as Trustee for almost six years, and he has barely been paid for his time. Trustee Senak stated this is not an effort to receive payment for himself, but rather to acknowledge the commitment future Village Board will make.

Trustee Fasules stated the Village Clerk could also be an appointed position, and would like to discuss that at a future date.

RESULT:	DISCUSSION ONLY
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I. McKee House (Presented by Village Manager Franz) (Discussion Only)

1. Village Manager Franz will provide an update regarding the McKee House.

Village Manager Franz provided an update on the McKee House including discussions had with the DuPage County Forest Preserve. Village Manager Franz also stated the Village has received notice from the DuPage County Forest Preserve that we are in violation of our agreement.

Trustee Christiansen stated she would like to hear directly from the DuPage County Forest Preserve regarding their decisions about the McKee House.

Trustee Fasules stated he would like Village Attorney Mathews to speak with the DuPage County Forest Preserve's Attorney. Trustee Fasules stated the Village Board is looking for time to extend terms and would like the respective Attorneys to discuss this option.

Trustee Enright stated he is in favor of the demolition of the McKee house as he would like to avoid any lawsuits or ongoing issues.

Trustee Pryde stated he makes no sense to renovate the building for the community. Trustee Pryde also stated it does not make sense to spend the kind of money required for the renovation.

Trustee Thompsons stated he is interested in saving the McKee House and believes it is a worthwhile project. Trustee Thompsons stated not everything is driven by profit. Trustee Thompson stated the McKee House could be profitable long term, but the focus should be about preserving the history of Glen Ellyn. Trustee Thompson stated it is time to put in money to support his building, and wants to give every opportunity to save the building. Trustee Thompson also stated the Village does not have a definite answer from the Forest Preserve regarding use of the building.

Trustee Pryde stated he has knowledge and a background in the historical restoration of buildings. Trustee Pryde stated the Village is not the Park District and we do not run programs. Trustee

Pryde stated the money needed for restoration would be enough to build a brand new building. Trustee Pryde stated even if the money is raised, the use of the building is still a big concern.

Trustee Christiansen stated there is an interest in using the McKee House for programming once it is restored.

Trustee Senak asked why the Forest Preserve want this building demolished now and why there is not a sense of urgency on their end. Trustee Senak stated he believes we can work together to find a solution. Trustee Senak stated the current agreement can be reviewed and renegotiated and the Village deserves to provide these groups a change to raise money for restoration.

President McGinley stated nobody likes to tear down a building, and that there is an interest in saving the McKee House. President McGinley stated funding has never been raised to save the McKee House and the Village Board owes it to the Community to move on.

Trustee Thompsons stated he would like to see the Village put up \$400,000 to help with discussions with the Makerspace and Legacy Group. Trustee Thompson stated he believes if the Village puts forth the \$400,000 the Forest Preserve may be willing to discuss this at a public meeting.

Trustee Fasules stated the Village Board is requesting additional time.

Trustee Enright stated he does not want to Village to put any money into saving the McKee House.

Trustee Christiansen stated the Village Board is requesting additional time.

Trustee Pryde stated he does not support putting money forward to fund the McKee House. Trustee Pryde stated funding should have been secured in the past, and that has not been done.

RESULT:	DISCUSSION ONLY
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J. Other Items

K. Adjournment

MOVER:	Mark Senak, Village Trustee
SECONDER:	Craig R. Pryde, Village Trustee
AYES:	Enright, Fasules, Pryde, Christiansen, Thompson, Senak
PRESENT:	McGinley

Respectfully Submitted, Lindsey Kaminsky Executive Assistant

Reviewed and approved, John A. Chereskin, Village Clerk



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

Meeting 11/9/2020 7:00 PM
Department: System Administrator
Department Head:
Category: Minutes
Prepared By:

**AGENDA ITEM (ID # 2020-
657)**

DOC ID: 2020-657

September 28, 2020 Regular Village Board Meeting Minutes

Statement of the Issue:

Please see the attached minutes.

Analysis:

Budget Impact:

Action Requested:

Attachments:

1. 09282020 Regular Village Board Meeting Minutes



Minutes
Village of Glen Ellyn
Glen Ellyn Village Board
Regular Meeting
Monday, September 28, 2020
7:00 PM
Glen Ellyn Civic Center, Galligan Board Room

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

Attendee Name	Title	Status	Arrived
Diane McGinley	Village President	Present	
Bill Enright	Village Trustee	Present	
Gary Fasules	Village Trustee	Present	
Craig R. Pryde	Village Trustee	Present	
Kelli E. Christiansen	Village Trustee	Present	
Steve Thompson	Village Trustee	Present	
Mark Senak	Village Trustee	Present	
John Chereskin	Village Clerk	Present	
Mark Franz	Village Manager	Present	
Greg Mathews	Village Attorney	Present	
Meredith Hannah	Economic Development Coordinator	Present	
Christina Coyle	Finance Director	Present	
Julius Hansen	Public Works Director	Present	
Staci Springer	Director	Present	
Phil Norton	Chief of Police	Present	
Rich Daubert	Professional Engineer	Present	
Frank Frasco	Equipment Services Superintendent	Present	

D. Audience Participation

1. Open:

- Patrick Kronenweski, spoke regarding the annexation proposal for Taylor Avenue. Mr. Kronenweski stated he is not opposed to the proposed annexation, except that it increases the likelihood his home may be forced to annex in the future.*

Community Development Director Springer stated the annexation mentioned is a voluntary annexation. Community Development Director Springer also noted at this point, the Village Board and staff are not pursuing forced annexations for the surrounding properties.

- Village Clerk Chereskin stated the Village Board has received 16 messages/comments regarding horse drawn carriage rides in Glen Ellyn. Village Clerk Chereskin stated 14 of the message were against the carriage rides while two were in favor.*

E. Presentation

1. Finance Director Coyle will lead a discussion on commuter and merchant permit fees for 2021.

Finance Director Coyle provided a presentation regarding the 2021 commuter and merchant permit parking fees. Finance Director Coyle asked the Village Board if they would like to keep the fee rate the same for 2021 and if they would like to provide a discount for 2021.

Trustee Enright stated he is in favor of keeping the fee rate the same and for providing a 50% discount.

Trustee Pryde stated he is in favor of keeping the fee rate the same and is unsure about providing a discount.

Trustee Thompson stated he is in favor of keeping the fee rate the same and for providing a 25% discount.

Trustee Christiansen stated she is in favor of keeping the fee rate the same and for providing a 10-25% discount.

Trustee Fasules stated he is in favor for an increase in fee rate (not until June 1, 2021) and suggested commuters can submit a deposit to reserve their spots.

Trustee Senak stated the Village still has the cost of maintaining Village lots, and still need revenue to do so. Trustee Senak stated there should not be an increase, but is not in favor of waiving fees. Trustee Enright stated he is in support of a 25% discount for 2021.

President McGinley stated the majority of the Village Board is in favor of keeping the same fee rate and is in favor of providing a 25% discount.

RESULT:	DISCUSSION ONLY
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- 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:

RESULT:	APPROVED [6 TO 0]
MOVER:	Steve Thompson, Village Trustee
SECONDER:	Bill Enright, Village Trustee
AYES:	Enright, Fasules, Pryde, Christiansen, Thompson, Senak
PRESENT:	McGinley

Motion to approve the following items including Payroll and Vouchers totaling \$2,365,068.95. These agenda items have been reviewed by the Management Team & Village Attorney and are consistent with the Village's Purchasing Policy (Trustee Thompson)

1. Total Expenditures (Payroll and Vouchers) - \$2,365,068.95

2. Motion to Approve the Updated Facade Improvement Award Program and Downtown Retail Interior Improvement Award Program (Economic Development Director Hannah)
3. Ordinance No. 6808, An Ordinance Granting Exterior Appearance Approval For the property located at 26 Newton Avenue (Community Development Director Springer)
4. Ordinance No. 6807, An Ordinance Approving Variations from the Supplementary Regulations of the Zoning Code to Allow Construction of a Five-Foot Fence on the Property at 11 - 37 Briar Street (Community Development Director Springer)
5. Motion to Authorize the Village Manager to Execute an Amendment to the Comprehensive Plan Contract in an Amount not to Exceed \$18,180, to be Expensed to the Corporate Reserve Fund (Community Development Director Springer)

Trustee Senak stated he would like to see an increase in amount of public input for the draft Comprehensive Plan and is support of providing more opportunities for public input.

Trustee Fasules recommended staff record the Zoom meetings held for the Comprehensive Plan and post them on the Village website.

6. Authorize the Village Manager to Execute a Contract for a Downtown 3D Immersive Model with Houseal Lavigne Associates in the Amount of \$33,250, to be Expensed to the Central Business District TIF Fund (Community Development Director Springer)
7. Motion to authorize the Village Manager to execute a contract with John Neri Construction Company of Addison, Illinois, in the amount of \$374,218 for the Cumnor Avenue Improvement Project, to be expensed to the Capital Projects and Water & Sewer Funds (Public Works Director Hansen)

Public Comment

1. *Dennis Anest, thanked the Village Board for having this item on the agenda and for the continued support and work to assist with these much needed improvements.*
2. *David Crane, thanked the Village Board for having this item on the agenda and for the continued support and work to assist with these much needed improvements.*
8. Motion Pursuant to Section 1-10-7 of the Glen Ellyn Village Code to Adopt the Competitive Bidding Procedures of Sourcewell in Lieu of the Provisions of Chapter 10 on Village Contracts and Approve the Purchase of One (1) JCB 270 Skid Steer Loader from Casey Equipment of Arlington Heights, Illinois, in the Amount of \$46,675 and One (1) Case 721G Wheel Loader from McCann Industries of Addison, Illinois, in the Amount of \$175,853, to be Expensed to the Equipment Services Fund (Public Works Director Hansen)

9. Motion Pursuant to Section 1-10-7 of the Glen Ellyn Village Code to Adopt the Competitive Bidding Procedures of the Suburban Purchasing Coop in Lieu of the Provisions of Chapter 10 on Village Contracts and Approve the Purchase of Three (3) Hybrid Ford Escapes from Currie Motors of Frankfort, Illinois, in the Amount of \$77,280, to be expensed to the Equipment Services Fund (Public Works Director Hansen)

Trustee Senak stated he is glad to see the Village making steps to reduce its carbon footprint, and is glad to see the Village moving towards hybrid vehicles. Trustee Senak asked if the move to hybrid vehicles is a shift in policy.

Village Manager Franz stated the fleet is discussed several times through the year, typically around budget review time. Village Manager Franz stated the first priority is to make sure the newly purchased vehicles meet the needs of the Village.

Equipment Services Superintendent Frasco stated the Village has had hybrid vehicles since 2007. Equipment Services Superintendent Frasco stated there are three additional hybrid vehicles in the budget for the 2021. Equipment Services Superintendent Frasco stated he is always looking at alternative fuel vehicles.

Trustee Senak thanked Equipment Services Superintendent Frasco for moving towards having a greener fleet.

G. COVID-19 Award Program (Presented by Economic Development Director Hannah) (Trustee Christiansen)

1. Motion to approve the creation of a COVID-19 Support Grant Program to be funded from Glen Ellyn's CARES Act Funding from DuPage County and expensed to the General Fund

Economic Development Coordinator Hannah stated during the September 21, 2020 Village Board Workshop, staff presented to the Village Board recommendations for updating the Village of Glen Ellyn Economic Incentive Awards to assist with the COVID-19 pandemic expenses. Based on feedback from the Village Board, staff is recommending the creating of a COVID-19 Grant Program to assist businesses with the various expenses they have incurred to remain open.

Economic Development Coordinator Hannah stated the funding and program requirements are outlined as the following:

1. *Staff recommends allocating \$150,000 from the CARES Act funding the Village has earmarked from the County.*
2. *Because the CARES funding is required to be distributed by December 31, 2020, staff is recommending applications for this new program be submitted by December 1, 2020 for review.*
3. *Grants will be distributed on first come, first serve basis through December 1, 2020, or until all \$150,000 have been distributed, whichever occurs first.*
4. *Grants may be a minimum of \$2,000 and a maximum of \$5,000.*
5. *Bricks and mortar businesses open and in operation prior to March 1, 2020 and located within the corporate limits of the Village of Glen Ellyn are eligible for a grant.*
6. *Applicants must have a minimum of 1-year remaining on their lease.*

7. *Expenses must have a minimum budget of \$2,000.*
8. *Grant applicants will be reviewed on a case by case basis.*
9. *The determination of eligibility and priority from grants is at the discretion of the Village Board, is subject to the scope of the work completed and is subject to fund availability.*
10. *This program provided grants to supplement business owners' expenses incurred during the COVID-19 pandemic. Eligible expenses include but are not limited to:*
 - *Signage regarding COVID-19 safety procedures, including floor decals, wall signage and other necessary messaging;*
 - *Safety partitions;*
 - *Website/Point of Sale system upgrades and purchases related to enhancing or improving on-line/touchless sales;*
 - *Purchase and/or rental of outdoor furniture, tents, heaters or other items to extend outdoor dining opportunities;*
 - *Other purchase related to COVID-19 safety precautions (this excludes PPE)**Trustee Thompson Stated this is a great program and award and is favor of it.*
Trustee Christiansen thanked staff for putting this together and stated it will be helpful for businesses.

Trustee Pryde stated he is in support of this program.

Trustee Fasules stated he is in support of this program.

Trustee Senak stated he supports this plan, but would like to offer businesses more money, if possible. Finance Director Coyle stated if there are additional requests, staff can come back to the Village Board to request additional grant funding.

Public Comment

1. *Dave Hawley of The Beer Cellar, stated the Village has been great and appreciates everything the Village has done so far to support businesses. Mr. Hawley stated he agrees with Trustee Senak, and would like additional funding for this grant, if possible.*

RESULT:	APPROVED [6 TO 0]
MOVER:	Kelli E. Christiansen, Village Trustee
SECONDER:	Steve Thompson, Village Trustee
AYES:	Enright, Fasules, Pryde, Christiansen, Thompson, Senak
PRESENT:	McGinley

H. Train Station Update and Amendment No. 3 (Presented by Professional Engineer Daubert) (Trustee Thompson)

1. Public Works Professional Engineer Daubert will provide an update on the Glen Ellyn Metra Station and Multimodal Access Improvements Project.

Professional Engineer Daubert provided an update regarding the Glen Ellyn Metra Station and Multimodal Access Improvements project. Professional Engineer Daubert provided a project status update, information on environmental review background and details on the proposed Amendment No. 3 task outline and schedule.

Ben Harber of CDM Smith provided an update on the Glen Ellyn Metra Station and Multimodal Access Improvements project. Mr. Harber provided an update regarding the environmental review of a historic district, and provided details on the additional steps the Village and CDM Smith have taken through the environmental review process. Mr. Harber also provided details on the proposed Amendment No. 3 task outline and schedule.

Trustee Thompson asked if the historical review will impact the timeline of the project and if it may cause the Village to lose funding for the project. Mr. Harber stated the current timeline is possible to maintain even with the extra review. Mr. Harber stated the funding for this project will last for many years, and a change in the timeline of the project should not impact the funding.

Trustee Enright asked if the structure is historical because it was built over 50 years ago. Mr. Harber stated once a structure is over 50 years old, the structure requires more items to be reviewed. Trustee Pryde asked why 3rd party consultants are being used and what they are exactly consulting on. Mr. Harber stated having a 3rd party consultant is requested and recommended by the State.

Trustee Senak stated he is concerned the funding will not be available from the State and Federal Government due to the COVID-19 pandemic. Professional Engineer Daubert stated that has been zero indication funding will not be provided.

RESULT:	DISCUSSION ONLY
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2. Motion to authorize the Village Manager to execute Amendment No. 3 to the Glen Ellyn Metra Station Architectural Services and Phase I Engineering Agreement with CDM Smith of Chicago, Illinois in the not-to-exceed amount of \$158,280, to be expensed to the Capital Projects Fund.

RESULT:	APPROVED [6 TO 0]
MOVER:	Steve Thompson, Village Trustee
SECONDER:	Bill Enright, Village Trustee
AYES:	Enright, Fasules, Pryde, Christiansen, Thompson, Senak
PRESENT:	McGinley

I. Civic Center Parking Garage (Presented by Professional Engineer Daubert) (Trustee Thompson)

1. Motion to authorize the Village Manager to execute the necessary change orders to amend the Revised GMP 1 for the Civic Center Public Parking Garage from \$16,105,628 to \$16,543,318, to be expensed to the Parking Fund.

Professional Engineer Daubert, Candace Small of Mortenson and Ray Beckman of Mortenson provided an update on the Civic Center Parking Garage project including a timeline and budget update. Professional Engineer Rich Daubert, Candace Small of Mortenson and Ray Beckman of Mortenson also provided updated plans and options for the pedestrian access from the Civic Center Parking Garage and Main Street.

Trustee Enright asked if the pedestrian access/plaza will cost \$641,000. Professional Engineer Daubert stated that the \$637,000 proposed for the pedestrian access/plaza is a placeholder.

Trustee Fasules stated it is important that the north and south wall match, as he does not want the project to look unfinished.

Trustee Pryde stated it is possible to stain the wall at Katy's to match the wall at Sushi Ukai. Trustee Senak stated he is opposed to spending money to complete the construction of the Civic Center Parking Garage at an earlier date. Trustee Senak stated the design of the pedestrian access/plaza is not what is needed in that area. Trustee Senak stated the pedestrian access/plaza should be used to create an attraction for residents and visitors. Trustee Senak stated he is not ready to bring these plans to the Plan Commission.

Trustee Thompson stated he likes the idea of a wider brick plaza. Trustee Thompson stated he understands where we are with the Katy's storage, and the rendering looks good. Trustee Thompson stated the design looks good, but wants to know if it is possible to move the AC units to the top of the buildings so they are out of the way.

Village Manager Franz stated it is not possible to move the AC units to the top of the buildings, but they will be blocked with gates.

Trustee Thompson stated he agrees with Trustee Fasules regarding the north and south walls and is in favor of an enhanced wall at Sushi Ukai. Trustee Thompson stated he agrees with Trustee Senak regarding that this should not just be a pedestrian walkway, but this space should be an attraction and possibly be used to hold events.

Trustee Christiansen stated it is hard to react to options of designs without a budget in place. Trustee Christiansen stated she likes the ideas presented, but would like to set a budget first and then build a design around that budget.

Trustee Enright stated there are aspects of the design that we can cut back on to save money and that he would like to see a budget set first.

President McGinley stated at this time there are four Trustees who are looking to do as much as possible to the pedestrian access/plaza and these Trustees would like to make it a focal point. President McGinley also stated there are two Trustees who would like to set a budget first.

Professional Engineer Daubert stated he would like to see a motion to approve the revised GMP if staff and the design team are on the right track with the design.

Trustee Pryde stated he likes where the design is going. Trustee Pryde also stated the focus should be on creating a framework and art and additional designs are the final piece.

Trustee Enright stated he is not comfortable with spending the additional money of the pedestrian access/plaza. Trustee Enright stated he is comfortable with spending the original budget of \$225,000 and potentially up to \$400,000, depending on the design.

Trustee Christiansen stated she would like to see a budget for the pedestrian access/plaza before design work continues. Trustee Christiansen stated she is comfortable with a budget of no more than \$500,000.

Trustee Thompson stated he agrees with Trustee Pryde, and that the Village Board should approve what is proposed.

Trustee Fasules asked if the bare minimum was complete for the pedestrian access/plaza, would other items be included in the Streetscape project. Village Manager Franz stated this is an architectural decisions, and would not be included in the Streetscape project.

Trustee Fasules stated he has not seen the right idea proposed yet.

Community Development Director Springer stated the art located in the pedestrian access/plaza is intended to be replaced every few years. Community Development Director Springer also stated staff looked at the cost of moving utilities to roof, which was not cost effective.

Village Manager Franz stated that at the last discussion regarding the pedestrian access/please, the Village Board directed staff that the primary function is to get to the parking garage and to allow for outdoor dining. Village Manager Franz stated staff would like to work with restaurants regarding the design for outdoor dining options.

Professional Engineer Daubert stated it is not possible to leave the wall in the condition it is in. Professional Engineer Daubert also stated the current design was created to match elements of the parking garage. Professional Engineer Daubert stated he is hoping to have more input by the Village Board before pavers are put into place.

Trustee Fasules stated he is in support of what is proposed.

Trustee Senak stated the increase in the GMP includes a portion to expedite the construction and a portion to increase the scope of work. Trustee Senak stated he would have liked to see those costs separated. Trustee Senak stated this is a great opportunity, and if we are going to do it, it should be done right. Trustee Senak stated he is not opposed to the proposed budget increase, but is not in favor of the current design for the cost.

RESULT:	DENIED [2 TO 4]
MOVER:	Steve Thompson, Village Trustee
SECONDER:	Bill Enright, Village Trustee
AYES:	Pryde, Thompson
NAYS:	Enright, Fasules, Christiansen, Senak
PRESENT:	McGinley

J. Strategic Plan (Presented by Village Manager Franz) (Trustee Pryde)

1. Approval of the 2020-2022 Strategic Plan

RESULT:	APPROVED [5 TO 0]
MOVER:	Bill Enright, Village Trustee
SECONDER:	Kelli E. Christiansen, Village Trustee
AYES:	Enright, Pryde, Christiansen, Thompson, Senak
ABSTAIN:	Fasules
PRESENT:	McGinley

K. Reminders

1. A Village Board Meeting is scheduled for Monday, October 12, 2020.
2. A Village Board Workshop is scheduled for Monday, October 19, 2020.

L. Other Business

M. Adjournment

RESULT:	APPROVED [6 TO 0]
MOVER:	Bill Enright, Village Trustee
SECONDER:	Craig R. Pryde, Village Trustee
AYES:	Enright, Fasules, Pryde, Christiansen, Thompson, Senak
PRESENT:	McGinley

Respectfully Submitted, Lindsey Kaminsky Executive Assistant

Reviewed and approved, John A. Chereskin, Village Clerk



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

Meeting 11/9/2020 7:00 PM
Department: Administration
Department Head: Mark Franz
Category: Contract
Prepared By: Justin Chiappetta

**AGENDA ITEM (ID
2020-622)**

DOC ID: 2020-622

Motion to Authorize the Village Manager to Renew the GIS Consortium Service Provider Contract with Municipal GIS Partners, Inc., for a Period of Three Years for a Total Expenditure Not to Exceed \$322,845, to be Expensed to the General Fund and Water & Sewer Fund (IT Manager Chiappetta)

Statement of the Issue:

It is time for the Village to renew its contract for GIS (Geographic Information System) services. The Village Board is asked to review and consider a renewal of the contract with Municipal GIS Partners, Inc.

Analysis:

A Geographic Information System (GIS) is a system that stores, manipulates, manages, and presents geographically referenced data. For the past 7 years the Village has been a member of the GIS Consortium which is serviced by Municipal GIS Partners, Inc. (MGP), to provide GIS resources. MGP has provided the Village with technical resources (both on-site and remotely), software, software licenses and hosting for the Village's GIS system. The department heads are given monthly status reports and work closely with the MGP staff to insure the required GIS resources are available when needed. Membership in the consortium has allowed the Village to quickly develop, maintain, and extend a robust GIS system for use by the staff and community.

Major projects that were completed in 2020 include:

Restaurant Webmap - Helped support local business and residents by mapping restaurants that offered carry out and delivery during COVID-19.

As-Built Integration -Updated utility data using the last 5 years of as-builts. This updated utility data will enable Glen Ellyn staff to quickly identify underground utilities and help with future replacement decisions.

Address Verification Reporting - Integrated into the Village ERP system for Business Licenses and Utility Billing. This will help verify that addresses are correct in the system, assisting the Village in collecting on its revenue sources.

myGIS Rollout - MGP rolled out a new software platform “myGIS” to all departments. myGIS will centralize GIS data so that Glen Ellyn staff can quickly get answers to questions from residents and conduct advanced analysis to support better decision making.

Major projects planned for the 2021 include:

Public Works Storm Sewer Review - Correcting flow directions and pipe locations based on PW staff televising efforts. This will provide for a more accurate and wholistic view of the storm sewer infrastructure.

Implementation of Data Visualization Tools - Visualization tools will utilize GIS data to create dashboards that will give staff additional data to assist with decision making.

Expansion the ERP System Address Verification Reporting - Expand address verification into the Community Development modules of the Village ERP system. This will allow for more efficient data cleanup and increase data integrity.

Integrate Map Gallery into the Website - Create a map gallery on Glen Ellyn’s website which will enable residents to quickly find public GIS data.

As members of a GIS consortium, we also benefit from joint collaborative efforts. Highlights of these efforts include:

- Worked with Community Development and DuPage County to review the municipal boundary for the Boundary Annexation Survey. This is critical so that the census counts all Glen Ellyn residents and future funding is distributed accordingly.
- Worked with the State of Illinois to update address data to meet Next Generation 911 standards. The Next Generation 911 standard will enable dispatch centers to more accurately identify where an incident has occurred for quicker response.

In addition, MGP has been very conscious of the financial burden of the COVID-19 Pandemic. Beginning with April of this year, MGP has discounted the Village 20% of the monthly invoice and will continue to do so through the end of the year. This equates to a \$15,667.47 total discount for FY 2020. In addition, MGP will not be increasing the annual fee for 2021, it will remain the same as 2020 at \$104,091.

A fully functional GIS is seen as a long-term strategic asset to the Village. Intergovernmental cooperation has been a high priority of the Village Board and this innovative delivery model will achieve long term efficiency benefits for the Village of Glen Ellyn versus the cost of attempting to replicate this program completely in house. Through this contract, Municipal GIS Partners will provide an on-site (3-days a week) GIS Specialist (824 staff hours), a GIS Analyst (163 staff hours), a GIS Manager (40 staff hours), licensed software, and hosting services for the Village GIS data.

Budget Impact:

Staff recommends board approval of a recommendation to renew the GIS Consortium Service Provider Contract (Attachment 1) with Municipal GIS Partners, Inc., in the amount of \$104,091 (12 months CY21). The 3-year contract is renewable on an annual basis. The aggregate annual contract value for the Village will not exceed the greater of cost-of-living adjustments based on the CPI measured as of the most recent CPI number available prior to submitting the Proposal, or 3% (not to exceed \$322,845 over 3 years).

The contract is funded from both the General Fund and Water & Sewer Fund. The General Fund has \$36,500 budgeted for 2021 and the Water & Sewer Fund has \$73,500 budgeted for 2021, for a total of \$109,500.

Action Requested:

Approve a staff recommendation to renew the GIS Consortium Service Provider Contract with Municipal GIS Partners, Inc, for a period of 3-years for a total expenditure not to exceed \$322,845.

Attachments:

1. MGP MASTER GlenEllynIL 2021 V01

GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “**Contract**”) made and entered into this 1st day of January, 2021 (the “**Effective Date**”), by and between the Village of Glen Ellyn, an Illinois municipal corporation (hereinafter referred to as the “**Municipality**”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “**Consultant**”).

WHEREAS, the Municipality is a member of the Geographic Information System Consortium (“**GISC**”);

WHEREAS, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the “**Services**”) in connection with the Municipality’s geographical information system (“**GIS**”);

WHEREAS, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

WHEREAS, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

SECTION 1 SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as **Attachment 1** (“**Statement of Work**”), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract, substantially in the form attached hereto as **Exhibit A**.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

SECTION 2 PERFORMANCE OF WORK

2.1 All work hereunder shall be performed under the direction of the [CITY/MUNICIPALITY MANAGER] or his designee (hereinafter referred to as the “*Municipality Manager*”) in accordance with the terms set forth in this Contract and each relevant Statement of Work.

SECTION 3 RELATIONSHIP OF PARTIES

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers’ compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

SECTION 4 PAYMENT TO THE CONSULTANT

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

4.2 Service Rates. The service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

SECTION 5 TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for 3 year(s) (the “**Initial Term**”).

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a “**Renewal Term**”).

SECTION 6 TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, the Municipality may terminate this Contract during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant. The Consultant may terminate this Contract or additional Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or

subcontractors (“**Consultant Personnel**”) that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant’s use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. For purposes of this Contract, the term "Consultant" shall be deemed to refer to the Consultant and also to refer to all subcontractors of the Consultant.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant’s business.

SECTION 8

ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program. Facilities, equipment, and records include, but are not limited to, the following:

(a) Office space for the Consultant’s Personnel and periodic guests. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;

(b) Furnishings including adequate desk(s), shelving, and seating for the Consultant’s Personnel and periodic guests;

- (c) A telephone line and phone to originate and receive outside calls;
- (d) A network connection with adequate speed and access to the Internet;
- (e) Hardware, software, peripherals, and network connectivity to perform the program objectives efficiently; and
- (f) Any Municipality data, record, which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all Municipality GIS assets that permit the Consultant to continue services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

SECTION 9

CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the "***Municipal Materials***") are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. "***Third-Party Materials***" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GIS Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the "***GISC Materials***").

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality's GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality's GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services. The Municipality hereby grants to the Consultant, a royalty-free, non-exclusive, irrevocable license throughout the world to publish modify, transfer, translate, deliver, perform, use and dispose of in any manner any portion of the GISC Materials.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public ("**Confidential Information**"). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice

to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within five (5) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

SECTION 10 LIMITATION OF LIABILITY

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date. Unless expressly excluded by this Contract, the warranty expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto the Municipality.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in ***Attachment 2*** to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

SECTION 12 GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "***Act***"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "***Applicable Regulations***")) of minorities and women in the areas from

which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the "**Department**") and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

12.3 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.4 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties.

Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments and Exhibits. Attachments 1 and 2 and Exhibit A are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment or Exhibit and the text of this Contract, the text of this Contract shall control. In the event of any conflict or inconsistency between the terms of this Contract and any Supplemental Statement of Work, the terms of the Supplemental Statement of Work will govern and control with respect to the term, projected utilization rates, service rates and scope of services.

12.13 Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.14 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute (“**Dispute**”). Such good faith negotiations shall commence promptly upon a party’s receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender’s receipt of an acknowledgment from the intended recipient (such as by the “return receipt requested” function, as available, return e-mail or other written acknowledgment).

If to Municipality: Village of Glen Ellyn
Justin Chiappetta
535 Duane Street
Glen Ellyn, IL 60137
Attention: Justin Chiappetta
E-mail: jchiappetta@glenellyn.org

If to Consultant: Municipal GIS Partners, Incorporated
Thomas A. Thomey
701 Lee Street, Suite 1020
Des Plaines, IL 60016
Attention: Thomas Thomey
E-mail: tthomey@mgpinc.com

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the

party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "***Force Majeure***"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

VILLAGE OF GLEN ELLYN

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

ATTEST:

CONSULTANT:

**MUNICIPAL GIS PARTNERS,
INCORPORATED**

By: Donna J. Thomey
Name: Donna Thomey
Its: Management Support Specialist

By: Thomas A. Thomey
Name: Thomas Thomey
Its: President and General Manager

Attachment 1

Statement of Work to GIS Consortium Service Provider Contract

1) General Purpose. The Consultant will perform all or part of the Municipality's geographic information system (GIS) management, development, operation, and maintenance. In addition to supporting the existing GIS program, the Consultant will identify opportunities for continued development and enhancement.

The Municipality will be sharing management, development, maintenance expertise and staffing with other municipalities as a member of the Geographic Information System Consortium (GISC). The benefits to the Municipality include, but are not limited to, collective bargaining for rates and services, shared development costs, and joint purchasing and training.

The Consultant is the sole Service Provider for GISC and is responsible for providing the necessary GIS professional resources to support this entity. The Consultant will facilitate and manage resource, cost, and technical innovation sharing among GISC members.

2) Service Types. The Consultant will provide two (2) service types. The intent of this distinction is to track specific types of investment without overburdening general operation of the GIS program. Many of these services will go unnoticed but are required to sustain the GIS program. The Consultant will employ reasonable professional discretion when specific direction is not provided. The two (2) services types are as follows:

A. Services related to the direct management, development, operation, and maintenance of the GIS required to reasonably support the system.

B. Services relating to the investigation, research, and development of new functionality and capability for the GIS Consortium and its members.

3) Services. The Consultant will provide the necessary resources to support the GIS program. The allocation of these resources will be reasonably commensurate with the level of expertise required to fulfill the specific task which includes, but is not limited to, the following:

A. Site Analyst provides the daily operation, maintenance, and support of the program for the Municipality, either physically on-site or remotely (as determined by the Consultant). The Site Analyst is responsible for database management and data quality, map and product development, user training and help-desk, project identification and program documentation.

B. The Shared Analyst provides technical support to the Site Analyst and the Municipality including trouble-shooting and project implementation. The Shared Analyst is responsible for developing, testing, and managing the GISC shared solutions including the standard data model and processes, centralized databases, and software applications.

C. The Client Account Manager is responsible for the coordination and operation of the program for the Municipality including leadership alignment and reporting, planning and budgeting, resource allocation, and performance management.

D. The Manager is responsible for the overall GISC program including the development and implementation of new shared opportunities based on the direction and instructions of the GISC Board of Directors.

4) Projected Utilization and Service Rates. The service rates set forth below are based on, among other things, the negotiated annual projected utilization of all GISC members. The Consultant shall negotiate annually with the Board of Directors (the “**Board**”) of GISC to adjust the annual projected utilization and service rates for the members of GISC. It is anticipated that the Consultant will submit its proposed annual projected utilization and service rates (the “**Proposal**”) to the Board for approval every year on or about July 31st. Upon the Board’s approval of the Proposal, the annual projected utilization and service rates shall become binding on the Municipality and incorporated into this Contract by reference, which shall automatically become effective on January 1st and remain in effect for the remainder of such calendar year. The approved annual projected utilization and the service rates will be promptly distributed by the Board or the Consultant to the Municipality. Notwithstanding the foregoing, in the event the Board, for any reason whatsoever (including the Board being disbanded) does not approve the Proposal, the Consultant may submit its proposed annual projected utilization and service rates directly to the Municipality by no later than October 1st, and upon written approval by the Municipality shall become effective on January 1st. Consultant agrees that, each year, the new aggregate annual contract value for the Municipality will not exceed the greater of (i) cost-of-living adjustments based on the CPI¹ measured as of the most recent CPI number available prior to submitting the Proposal, or (ii) 3%. The GISC service and projected utilization rates set forth below are effective as of the Effective Date until December 31 of such calendar year:

A. Projected Utilization

1. 824 hours of Site Analyst
2. 163 hours of Shared Analyst
3. 82 hours of Client Account Manager
4. 40 hours of Manager

B. Service Rates

¹For purposes of this Contract, “CPI” shall mean the all items Consumer Price Index for all Urban Consumers in the Chicago-Gary-Kenosha area. In the event that publication or issuance of the Index is discontinued or suspended, the CPI shall be an index published or issued by the United States Department of Labor or any bureau or agency thereof that computes information from substantially the same statistical categories and substantially the same geographic areas as those computed in the CPI and that weights such categories in a substantially similar way to the weighting of the CPI at the Effective Date. The CPI rates, solely for reference purposes, may be accessed at <http://www.bls.gov/ro5/cpichi.htm>, it being understood that the Consultant makes no representation or warranty that the rates published on such website are accurate.

1. \$91.15 per hour for Site Analyst
2. \$91.15 per hour for Shared Analyst
3. \$106.90 per hour for Client Account Manager
4. \$134.00 per hour for Manager

Total Not-to-Exceed Amount for Services (Numbers): \$104,091.00.

Total Not-to-Exceed Amount for Services (Figures): one hundred four thousand ninety-one and 00/100 dollars.

Attachment 2

To GIS Consortium Service Provider Contract

Insurance

Consultant's Insurance

Consultant shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance:** Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. **Minimum Limits of Insurance:** Consultant shall maintain limits no less than:

1. **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. **Business Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. **Workers' Compensation and Employers' Liability:** Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages: The Municipality, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.

2. The Consultant's insurance coverage shall be primary as respects the Municipality, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its officials, agents, employees and volunteers.

4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its officials, employees, agents and volunteers as additional insureds

6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.

E. All Coverages: Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.

F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.

Exhibit A

SAMPLE Form of Supplemental Statement of Work

Pursuant to and in accordance with Sections 1.2 and 12.10 of that certain GIS Consortium Service Provider Contract dated [INSERT DATE] (the “**Contract**”) between the _____ of _____ (the “**Municipality**”) and Municipal GIS Partners, Incorporated (the “**Consultant**”) hereby agree to the following SUPPLEMENTAL STATEMENT OF WORK (“**SSOW**”):

1. Description of Additional Services:

[None] or [Describe new services being provided or no longer being provided. Note if Supplemental Statement of Work is intended to replace a previously approved and effective Statement of Work]

2. Project Schedule/Term:

[Insert date by which supplemental work must be commenced and completed with any appropriate milestones]

3. Projected Utilization: [Insert rate effective dates]

H. _____ hours of Site Analyst

I. _____ hours of Shared Analyst

J. _____ hours of Client Account Manager

K. _____ hours of Manager

4. Service Rates: [Insert rate effective dates]

L. \$_____ per hour for Site Analyst

M. \$_____ per hour for Shared Analyst

N. \$_____ per hour for Client Account Manager

O. \$_____ per hour for Manager

Total Not-to-Exceed Amount for Services (Numbers) : \$[INSERT]

Total Not-to-Exceed Amount for Services (Figures) : [INSERT]

In the event of any conflict or inconsistency between the terms of this SSOW and this Contract or any previously approved SSOW, the terms of this SSOW will govern and control with respect to the term, projected utilization rates, service rates and scope of services. All other conflicts or inconsistencies between the terms of this Contract and this SSOW shall be governed

and controlled by this Contract. Any capitalized terms used herein but not defined herein shall have the meanings prescribed to such capitalized term in this Contract.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

Municipality of _____

Municipality Clerk

By: _____
[**MUNICIPALITY/CITY**] Manager

ATTEST:

CONSULTANT:

**MUNICIPAL GIS PARTNERS,
INCORPORATED**

By: _____
Its: _____

By: _____
Its: _____



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

Meeting 11/9/2020 7:00 PM
Department: Administration
Department Head:
Category: Purchase
Prepared By: Justin Chiappetta

**AGENDA ITEM (ID
2020-624)**

DOC ID: 2020-624

Approve Payment of an Annual Maintenance Fee, a Single Source Purchase Authorized by Section 1-10-2 of the Glen Ellyn Municipal Code, with Tyler Technologies, Inc. for MUNIS Software Support and Licensing in the Amount of \$91,324.90, to be Expensed to the General and Water & Sewer Funds (IT Manager Chiappetta)

Statement of the Issue:

Each year, the Village must pay annual maintenance fees for MUNIS, its Enterprise Resource System. This purchase must be authorized by the Village Board.

Analysis:

The Village has utilized MUNIS software as the Village's enterprise financial software system since 2003. MUNIS is a software solution that is specialized to the municipal customer by providing modules such as utility billing, permitting, and business licensing which are unique to a municipal client and would not be found in a general "off-the-shelf" system. In addition to these specialized modules, MUNIS also provides the traditional modules such as financials, payroll, accounts payable, etc. We have been pleased the software's functionality. We contact MUNIS weekly as minor issues arise with processing, troubleshooting, or custom reporting. MUNIS requires annual maintenance costs for routine service, troubleshooting, and software updates of existing modules.

Tyler Technologies, Inc. is the sole source vendor for MUNIS support and licensing. Our MUNIS system requires an annual licensing and support agreement, which includes an annual fee, with Tyler Technologies, which covers all the modules utilized by village departments including general ledger, utility billing, accounts payable, purchase orders, payroll, human resources management, general billing, permits, and business licenses. Most modules reside on local hardware. The Citizen Self Service (the online bill payment interface) is hosted on MUNIS servers and is accessed through the internet. This cost is budgeted on an annual basis.

From a cost perspective, it is more advantageous to incur the costs to continue with our current software package than to switch to new software. The cost to implement new software would be

a significant undertaking, requiring large amounts of staff and financial resources and would exceed any reasonable payback. Staff continues to work on utilizing MUNIS to update and automate our processes to create efficiencies.

Due to some MUNIS technical support shortfalls in this past year, Staff was able to negotiate a discount of \$4,057.77 (25%) on the Tyler System Management Services line item. Tyler Technologies has agreed to let the Village short pay the invoice by that amount and is reflected in the Action Requested.

Budget Impact:

This purchase will be funded from the 2020 budget. The MUNIS annual maintenance fees are funded from the General Fund (IT Department) and the Water & Sewer Fund.

Action Requested:

Approve payment to Tyler Technologies for MUNIS software support and licensing in the amount of \$91,324.90. This is equal to the total invoice amount minus the discount previously mentioned (\$95,382.67 - \$4,057.77). This will be expensed to the General Fund - Information Technology, account 121400-520975 in the amount of \$79,217.86 and to the Water and Sewer Fund, account 50100- 520975 in the amount of \$6,053.52 and account 50200-520975 in the amount of \$6,053.52.

Attachments:

1. Munis Invoice 045-313680
2. Munis Invoice 045-316628
3. Credit Memo 045-319857

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-313680	09/01/2020	1 of 2

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com



Bill To: VILLAGE OF GLEN ELLYN
ATTN: IT DEPARTMENT
535 DUANE STREET
GLEN ELLYN, IL 60137

Ship To: VILLAGE OF GLEN ELLYN
ATTN: IT DEPARTMENT
535 DUANE STREET
GLEN ELLYN, IL 60137

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
4703 - MAIN - MAIN	143450		USD	NET30	10/01/2020

Date	Description	Units	Rate	Extended Price
Contract No.: GLEN ELLYN, IL				
	TYLER SYSTEM MANAGEMENT SERVICES SUPPORT	1	16,231.08	16,231.08
	Maintenance: Start: 25/Oct/2020, End: 24/Oct/2021			
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	18,265.79	18,265.79
	Maintenance: Start: 25/Oct/2020, End: 24/Oct/2021			
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	3,845.44	3,845.44
	Maintenance: Start: 25/Oct/2020, End: 24/Oct/2021			
	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES	1	3,496.47	3,496.47
	Maintenance: Start: 25/Oct/2020, End: 24/Oct/2021			
	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	1,748.22	1,748.22
	Maintenance: Start: 25/Oct/2020, End: 24/Oct/2021			
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	2,691.15	2,691.15
	Maintenance: Start: 25/Oct/2020, End: 24/Oct/2021			
	SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS	1	4,541.69	4,541.69
	Maintenance: Start: 25/Oct/2020, End: 24/Oct/2021			
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE	1	2,971.33	2,971.33
	Maintenance: Start: 25/Oct/2020, End: 24/Oct/2021			
	SUPPORT & UPDATE LICENSING - PAYROLL	1	4,055.16	4,055.16
	Maintenance: Start: 25/Oct/2020, End: 24/Oct/2021			
	SUPPORT & UPDATE LICENSING - PERMITS & CODE ENFORCEMENT	1	5,127.24	5,127.24
	Maintenance: Start: 25/Oct/2020, End: 24/Oct/2021			
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING	1	3,496.47	3,496.47
	Maintenance: Start: 25/Oct/2020, End: 24/Oct/2021			
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	4,194.40	4,194.40
	Maintenance: Start: 25/Oct/2020, End: 24/Oct/2021			
	TYLER FORM PROCESSING SUPPORT	1	3,884.01	3,884.01
	Maintenance: Start: 25/Oct/2020, End: 24/Oct/2021			
	SUPPORT & UPDATE LICENSING - UTILITY BILLING INTERFACE	1	1,538.51	1,538.51
	Maintenance: Start: 25/Oct/2020, End: 24/Oct/2021			
	MUNIS GUI SITE LICENSE SUPPORT	1	2,700.00	2,700.00
	Maintenance: Start: 25/Oct/2020, End: 24/Oct/2021			
	SUPPORT & UPDATE LICENSING - UTILITY BILLING CIS	1	5,068.53	5,068.53
	Maintenance: Start: 25/Oct/2020, End: 24/Oct/2021			
	SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD	1	1,859.73	1,859.73
	Maintenance: Start: 25/Oct/2020, End: 24/Oct/2021			
	SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE	1	4,167.45	4,167.45
	Maintenance: Start: 25/Oct/2020, End: 24/Oct/2021			

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-313680	09/01/2020	2 of 2

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: VILLAGE OF GLEN ELLYN
ATTN: IT DEPARTMENT
535 DUANE STREET
GLEN ELLYN, IL 60137

Ship To: VILLAGE OF GLEN ELLYN
ATTN: IT DEPARTMENT
535 DUANE STREET
GLEN ELLYN, IL 60137

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
4703 - MAIN - MAIN	143450		USD	NET30	10/01/2020

Date	Description	Units	Rate	Extended Price
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****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	89,882.67
Sales Tax	0.00
Invoice Total	89,882.67



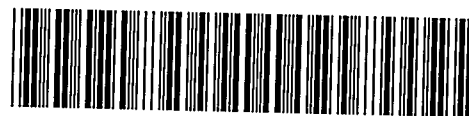
Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-316628	10/01/2020	1 of 1

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com



Bill To: VILLAGE OF GLEN ELLYN
ATTN: IT DEPARTMENT
535 DUANE STREET
GLEN ELLYN, IL 60137

Ship To: VILLAGE OF GLEN ELLYN
ATTN: IT DEPARTMENT
535 DUANE STREET
GLEN ELLYN, IL 60137

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
4703 - MAIN - MAIN	143467		USD	NET30	10/31/2020

Date	Description	Units	Rate	Extended Price
Contract No.: GLEN ELLYN, IL	MUNIS ONLINE - CITIZEN SELF SERVICE	1	5,500.00	5,500.00
Maintenance: Start: 02/Nov/2020, End: 01/Nov/2021				

ATTENTION

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	5,500.00
Sales Tax	0.00
Invoice Total	5,500.00

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Credit Memo

Invoice No	Date	Page
045-319857	10/31/2020	1 of 1

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com



Bill To: VILLAGE OF GLEN ELLYN
ATTN: IT DEPARTMENT
535 DUANE STREET
GLEN ELLYN, IL 60137

Ship To: VILLAGE OF GLEN ELLYN
ATTN: IT DEPARTMENT
535 DUANE STREET
GLEN ELLYN, IL 60137

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
4703 - MAIN - MAIN			USD	RECEIPT	11/02/2020

Date	Description	Units	Rate	Extended Price
	TYLER SYSTEM MANAGEMENT SERVICES SUPPORT	1	(4,057.77)	4,057.77

Comments: Applied to Invoice #045-313680/October 25 2020-October 24 2021

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	(4,057.77)
Sales Tax	0.00
Invoice Total	(4,057.77)



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

Meeting 11/9/2020 7:00 PM
Department: Finance
Department Head: Christina Coyle
Category: Report
Prepared By: Christina Coyle

**AGENDA ITEM (ID
2020-631)**

DOC ID: 2020-631

Receive the Police Pension Board's Municipal Compliance Report for the Fiscal Year Ended December 31, 2019 (Finance Director Coyle)

Statement of the Issue:

On an annual basis, the Police Pension Board shall report annually to the Village Board on the condition of the pension fund at the end of its most recently completed fiscal year. The attached report contains information regarding the Police Pension Fund at the end of fiscal year ended December 31, 2019.

Most of the information contained in the attached report has already been transmitted to the Village Board as part of the Village audit for the 2019 fiscal year.

Analysis:

N/A

Budget Impact:

N/A

Action Requested:

Motion to receive the Police Pension Board's Municipal Compliance Report for the fiscal year ended December 31, 2019.

Attachments:

1. Signed VOG Police Municipal Compliance Report - December 31 2019

VILLAGE OF GLEN ELLYN, ILLINOIS
POLICE PENSION FUND

Municipal Compliance Report (40 ILCS 5/3-143, report by pension board)
For the Year Ended December 31, 2019

The Glen Ellyn Police Pension Board certifies to the Village Board on the condition of the Pension Fund at the end of its most recently completed fiscal year the following information:

1. The total assets of the fund in its custody at the end of the fiscal year and the current market value of those assets:

Total Assets	<u>\$32,808,661</u>
Market Value	<u>\$32,808,661</u>

2. The estimated receipts during the next succeeding fiscal year from deductions from the salaries of police officers and from other sources:

Estimated Receipts - Employee Contributions	<u>\$354,789</u>
Estimated Receipts - All Other Sources	
Investment Earnings	<u>N/A</u>
Municipal Contributions	<u>\$2,058,218</u>

3. The estimated amount required during the next succeeding fiscal year to (a) pay all pensions and other obligations provided in Article 3 of the Illinois Pension Code, and (b) to meet the annual requirements of the fund as provided in Sections 3-125 and 3-127:

(a) Pay all Pensions and Other Obligations	<u>\$2,058,218</u>
(b) Annual Requirement of the Fund as Determined by:	
Illinois Department of Insurance	<u>N/A</u>
Private Actuary - Report Dated May 15, 2020 (Entry Age Normal)	<u>\$2,058,218</u>
Private Actuary - Report Dated May 15, 2020 (PA096-1495)	<u>\$1,643,342</u>

VILLAGE OF GLEN ELLYN, ILLINOIS
POLICE PENSION FUND

Municipal Compliance Report (40 ILCS 5/3-143, report by pension board)
For the Year Ended December 31, 2019

4. The total net income received from investment of assets along with the assumed investment return and actual investment return received by the fund during its most recently completed fiscal year compared to the total net income, assumed investment return, and actual investment return received during the preceding fiscal year:

	Current Fiscal Year	Preceding Fiscal Year
Net Income Received from Investment of Assets	\$4,394,123	\$(1,747,048)
Assumed Investment Return		
Illinois Department of Insurance - Actuarial Report	N/A	N/A
Private Actuary - Report Dated May 15, 2020	6.50%	6.50%
Actual Investment Return	4.87%	3.79%

5. The total number of active employees who are financially contributing to the fund:

Number of Active Members	38
--------------------------	----

6. The total amount that was disbursed in benefits during the fiscal year, including the number of and total amount disbursed to (i) annuitants in receipt of a regular retirement pension, (ii) recipients being paid a disability pension, and (iii) survivors and children in receipt of benefits:

	Number of	Total Amount Disbursed
(i) Regular Retirement Pension	31	\$2,064,597
(ii) Disability Pension	2	\$ 135,497
(iii) Survivors and Child Benefits	4	\$ 130,219

7. The funded ratio of the fund:

Illinois Division of Insurance - Actuarial Report	N/A	N/A
Private Actuary - Report Dated May 15, 2020	59.2%	59.4%

**VILLAGE OF GLEN ELLYN, ILLINOIS
POLICE PENSION FUND**

**Municipal Compliance Report (40 ILCS 5/3-143, report by pension board)
For the Year Ended December 31, 2019**

8. The unfunded liability carried by the fund, along with an actuarial explanation of the unfunded liability:

Unfunded Liability:

Illinois Department of Insurance - Actuarial Report

N/A

Private Actuary - Report Dated May 15, 2020

\$22,377,198

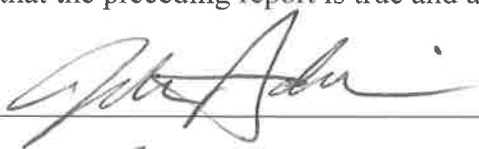
The accrued liability is the actuarial present value of the portion of the projected benefits that has been accrued as of the valuation date based upon the actuarial valuation method and the actuarial assumptions employed in the valuation. The unfunded accrued liability is the excess of the accrued liability over the actuarial value of assets.

9. The investment policy of the Pension Board under the statutory investment restrictions imposed on the fund.

Investment Policy - See Attached

CERTIFICATION OF MUNICIPAL POLICE
PENSION FUND COMPLIANCE REPORT

We, the undersigned Trustees of the Glen Ellyn Police Pension Fund, based upon information and belief, and to the best of our knowledge, certify pursuant to §5/3-134 of the Illinois Pension Code, that the preceding report is true and accurate.



President



Secretary

Dated: 10/29/2020



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

Meeting 11/9/2020 7:00 PM
Department: Finance
Department Head: Christina Coyle
Category: Contract
Prepared By: Christina Coyle

**AGENDA ITEM (ID
2020-632)**

DOC ID: 2020-632

Motion to Authorize the Village Manager to Execute an Engagement Letter for Audit Services with Lauterbach and Amen, LLP of Naperville, Illinois for the Village's Fiscal Year 2020 and 2021 Audit in the Amount of \$76,510, to be Expensed to the General Fund, Central Business District TIF Fund, Roosevelt Road TIF Fund, and Police Pension Fund (Finance Director Coyle)

Statement of the Issue:

At the January 26, 2015, Village Board meeting, the Village Board accepted the proposal from Lauterbach and Amen, LLP, to provide professional auditing services for the Village for Short Fiscal Year 2014 through Calendar Fiscal Year 2019. This proposal is subject to annual approval/renewal by the Village Board. Staff is requesting that this contract be renewed for two additional fiscal year for 2020 and 2021.

Analysis:

Staff is requesting the Village Board to approve a two year renewal for audit services. With the development of the Village's Scorecard, staff turnover, and the additional work brought on by Covid-19, staff thought it prudent to renew the audit services for two additional years and is requesting that approval from the Village Board. The Village selected Lauterbach and Amen as the Village's auditor in 2014 through a request for proposal process. Prior to 2014, the Village had Sikich as its auditor for 13 years.

The audit for the 2020 fiscal year will comprise several components. The Village will receive a financial statement audit, including opinions on its non-major funds. The audit firm will also issue compliance opinions on both the Central Business District (CBD) TIF Fund and the Roosevelt Road TIF Fund. The firm also prepares and files the Illinois Department of Insurance Annual Pension Report. This report is paid for by the Police Pension Fund. Lastly, the need for a single audit is required if more than \$750,000 of federal funds are expended. This will be required with the expenditures for the CARES Act in 2020.

As outlined in the attached engagement letter, the costs for the 2020 audit services are as follows:

- Financial Statement Audit - \$32,000.00, General Fund (account 122100-520825)
- CBD TIF Compliance Opinion - \$370.00, CBD TIF Fund (account 25000-520825)
- Roosevelt Road TIF Compliance Opinion - \$370.00, Roosevelt Road TIF Fund (account 26000-520825)
- Department of Insurance Pension Report - \$375.00, Police Pension Fund (account 90000-520830)
- Single Audit - \$4,900.00, General Fund (account 121200-530600)

Staff was pleased with the service and quality of the audit that was done for the previous fiscal years. All deadlines were met as required.

The majority of audit fieldwork is anticipated to be conducted in March with final reports being presented to the Village Board in May or June.

Budget Impact:

Lauterbach and Amen has held their pricing flat from 2019 in the proposed engagement letter for 2020. The 2021 budget includes \$32,500 for the regular audit, \$370 in each of the TIF Funds, and \$725 in the Police Pension Fund. Staff recommends that the single audit be funded from the Covid expense account in 2021 as the single audit is required for CARES Act funding.

Action Requested:

Staff is requesting approval/renewal of audit and accounting services for the fiscal year ended December 31, 2020 and 2021.

Attachments:

1. Glen Ellyn Engagement Letter 2020 Audit



August 12, 2020

The Honorable Village President
Members of the Board of Trustees
Village of Glen Ellyn, Illinois

We are pleased to confirm our understanding of the services we are to provide the Village of Glen Ellyn, Illinois for the years ended December 31, 2020 and December 31, 2021. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Village as of and for the years ended December 31, 2020 and December 31, 2021. We will also audit the financial statements of the Village's non-major governmental, non-major enterprise and internal services funds and fiduciary fund for the years ended December 31, 2020 and December 31, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Village's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited: management's discussion and analysis, the budgetary comparison schedules, pension plan employer contribution schedules, changes in the employer's net pension liability schedules, pension plan investment return schedules, and schedule of changes in employer's total OPEB liability.

We have also been engaged to report on supplementary information other than RSI that accompanies the Village's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole: combining and individual fund statements and budgetary comparison schedules, and other information listed as supplemental schedules.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information: introductory and statistical information.

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Village's financial statements. Our report will be addressed to the Board of Trustees of the Village. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Audit Procedures – General (Continued)

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the Village and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements and required audit adjustments, if any, for the Village in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation in the financial statements in conformity with U.S. generally accepted accounting principles.

Management Responsibilities (Continued)

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

Our fees for the December 31, 2020 and December 31, 2021 audits will be as follows:

	December 31, 2020	December 31, 2021
Municipal Audit and all associated work	\$32,000	\$33,000
Municipal Single Audit, if Required	\$ 4,900	\$ 5,100
Per TIF Fee	\$ 370	\$ 380
Police Pension Fund IDOI	\$ 375	\$ 385

The Village agrees that during the term of this agreement and for a period of twelve months thereafter, the Village shall not solicit, or arrange an employment contract with personnel of Lauterbach & Amen, LLP. Violation of this provision shall, in addition to other relief, require the Village to compensate Lauterbach & Amen, LLP with one hundred percent of the solicited person's annual compensation.

We appreciate the opportunity to be of service to the Village of Glen Ellyn, Illinois 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 in this letter, please sign below and return it to us.

Cordially,

Lauterbach & Amen, LLP
LAUTERBACH & AMEN, LLP

RESPONSE:

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

By: _____

Title: _____



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

Meeting 11/9/2020 7:00 PM
Department: Police
Department Head:
Category: Agreement
Prepared By: Phil Norton

AGENDA ITEM (ID # 2020-630)

DOC ID: 2020-630

Motion to Authorize the Village Manager to Enter into an Agreement with McGrath Consulting Group for a Police Department Assessment and Staffing Study for an Amount Not to Exceed \$43,300, to be Expensed from the Forfeiture Fund (Police Chief Norton)

Statement of the Issue:

The Village seeks to award a contract to complete a staffing study of the police department.

Analysis:

During the 2020 budget process, the Village Board supported completing a assessment and staffing study for the Police Department using an outside vendor. In January 2020, the Village issued a request for proposals (RFP) for such a study. The RFP requested that firms provide an independent assessment of the effectiveness and efficiency of the provision of Police services. The study shall include recommendations as to staff, department structure, use of technology and help develop deployment strategies that use resources most effectively. The Village received 13 responses to the RFP.

Due to circumstances beyond our control, priorities changed and the process was delayed until recently. A working group of Village staff both within and outside the Police Department selected five of the original thirteen respondents for interviews. After the interviews, the consensus choice was interviewed again by the Village Manager and Police Chief, who will be the main points of contacts during the study. It is our belief we have chosen the most responsible vendor, McGrath and Associates to conduct our study. Some of the highlights forming our decision include:

- The principal has clear experience in Village Management as well as Police Department Management.
- Familiarity with DuPage County and the region.

- Has demonstrated the ability to recommend both increase and decrease in staffing levels where appropriate.
- Will utilize extensive data collection and wide-ranging interviews with key stakeholders.
- Has shown the ability to be nimble in their approach and focus on issues that may arise during the process that may not have been part of original scope.
- Ability to include recommendations on use of technologies to improve efficiencies.
- Ability to include recommendations on deployment strategies.
- Ability to examine social services and mental health programs.
- Ability to assess Community Policing Initiatives.
- Only group to discount their fees due to pandemic (\$43,300, a reduction of \$3,500).

Staff anticipates that this study will take approximately 3-4 months to complete.

Budget Impact:

The staffing study will be funded with Federal Forfeiture funds in the Village's Forfeiture Fund. This item is eligible under that program. Currently, the Federal Forfeiture balance is approximately \$200,000.

Action Requested:

The recommendation for Village Board consideration is to authorize the Village Manager to enter into an agreement with McGrath Consulting Group for an amount not to exceed \$43,300 to be expensed from Police Department Forfeiture Fund. This project study will be begin with data collection after execution of the agreement.

Attachments:

1. 20201103132608



McGrath
CONSULTING GROUP, INC.

The McGrath Consulting Group helps cities, towns, villages, townships, counties, and states identify ways to improve public safety labor and equipment issues. With an interdisciplinary approach, McGrath examines your organization's operations and proposes creative interventions for long term improvement. Our recommendations are influenced by decades of field experience, academic research, and the benefit of seeing what works best in our clients' communities nationwide.

McGrath possesses an extensive understanding of operations, human resources, compensation, and compliance. Our creative recommendations can increase cost efficiencies and improve emergency services in your community. We bring you fresh ideas and best practices. Simply put, our work will help you make the best use of your community's dollars and will improve your public safety services for decades to come.

(815) 728-9111
www.mcgrathconsulting.com





GLEN ELLYN POLICE DEPARTMENT

Police Assessment & Staffing Analysis

PROPOSAL PREPARED FOR THE VILLAGE OF GLEN ELLYN, ILLINOIS

FEBRUARY 18, 2020





February 18, 2020

Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137
Attention: Lindsey Kaminsky

Thank you for the opportunity to submit our qualifications to conduct a Police Assessment and Staffing Analysis for the Village of Glen Ellyn Police Department. This proposal outlines our understanding of the project.

A professional external assessment of the staffing and effectiveness of police services of the department provides an objective report on the current and future levels required. This process also shows the community that the Village is taking appropriate measures to assure efficient and effective policing while being fiscally responsible.

Why should you choose McGrath Consulting Group for your Police Assessment & Staffing Analysis?

We do not ask you to adapt to an off-the-shelf assessment.

- ❖ We find that each law enforcement agency has unique qualities, culture and needs.
- ❖ We work hard to understand your goals, community culture, departmental successes and challenges so we can help you sustain and improve the police services provided by your agency.

Our consultants are highly qualified and nationally respected professionals:

- ❖ Our consultants have professional and consulting experience in all aspects of law enforcement both in municipal and county settings, in very diverse communities, as well as very rural to large population organizations.

We are experienced:

- ❖ After 20 years in business, we have over 350 clients in 37 states. Thus, we have assisted with a wide range of public sector challenges in the arena of public safety.

Our success stems from sound principles and best practices throughout our work and the relationships we build through honest and transparent communication from the beginning of the project through the adoption, implementation and follow-through.

Detailed information regarding our firm, consultants, methodology, and required information are presented within this proposal. As you review the proposal, if you have any questions or require additional information, please do not hesitate to ask.

We look forward to the opportunity of working with the Village of Glen Ellyn and the Police Department on this important project.

Sincerely,

Ron Moser

Lead Police Consultant
McGrath Consulting Group, Inc.
P.O. Box 190
Wonder Lake, IL 60097
ron@mcgrathconsulting.com
Corporate Office: (815) 728-9111
Cell Phone: (630) 746-2651

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FIRM PROFILE

Company Name	McGrath Consulting Group, Inc.
Established	May 1, 2000 - Illinois
Type of Firm	Corporation
DUNs & Bradstreet #	N/A
Company Address	P.O. Box 190 Wonder Lake, IL 60097
Phone Number	(815) 728-9111
Fax Number	(815) 331-0215
Project Manager	Ron Moser, Lead Police Consultant – McGrath Consulting Group, Inc.
Email Address	ron@mcgrathconsulting.com
Principals	Dr. Tim McGrath, CEO – McGrath Consulting Group, Inc. Dr. Victoria McGrath, CEO – McGrath Human Resources Group
Insurances	Admiral Insurance, State Farm Insurance Certificates are attached as Appendix B.

FIRM EXPERTISE

McGrath Consulting Group, Inc. is an organization that specializes in public sector consulting predominately in the fields of law enforcement, fire, emergency medical services (EMS), communications and human resources. The principals of the company have over 50 years of public sector experience.

We have two distinct divisions within the company: Public Safety – overseen by Dr. Tim McGrath and Human Resources – overseen by Dr. Victoria McGrath. We have found that having expertise in human resources is beneficial in public safety studies. Thus, the Fire/EMS and Police consultants have access to experts in human resources to address the unique laws and best practices governmental entities face with their human capital.

McGrath Consulting has been working with public-sector organizations of all types for the past 20 years. The Consultant's assigned to this project have worked with McGrath Consulting on numerous law enforcement and public safety organizational studies and audits.

SCOPE OF WORK

Working with the village administration, police command staff and other stakeholders, we will conduct a Police Assessment and Staffing Analysis to assess the strengths and effectiveness of the police department. Specifically, you are requesting an assessment of appropriate level of police staff for the department to meet its patrol operations and investigation requirements while improving the overall effectiveness of all police services.

Our work for your organization will include:

- ✓ Reviewing and analyzing documents such as budget, departmental procedures, policies, general orders, and training provided.
- ✓ Obtaining information to compare departmental procedures, policies and general orders to actual practice within the department.
- ✓ Obtaining data on calls for service, crimes, investigation practices and management, mutual aid requests, victim services, and workload and/or service level in all units.
- ✓ Identify department functions that can be performed more effectively by alternative means and/or other agencies.
- ✓ Identify use of technology across the organization and make recommendations to leverage it within operations to increase productivity and organizational functionality.
- ✓ Analyze and assess all information derived through this process and make recommendations to determine number of sworn and civilian personnel to meet the department's operational requirements and maximizing results while cognizant of cost considerations.
- ✓ Analyze and assess all information derived through this process and make recommendations for identified gaps between current practices and best practices and for innovations not currently in use.
- ✓ Analyze and assess high performance and areas and make recommendations on how to improve operations through refinement of programs, use new strategies or resource modification while cognizant of cost considerations.
- ✓ Preparing and present a report of findings along with strategies for implementation of any recommended changes.

This will be accomplished in a ***participatory environment*** whereby McGrath consultants ***engage and listen*** to the administration and stakeholders, ***is sensitive*** to the unique qualities and needs of your village, ***develops a plan and walks you through*** the recommendations.

ASSESSMENT STRATEGY AND METHODOLOGY

Our methodology and approach are characterized by a systematic, logical series of tasks aimed at assuring thoroughness, consistency, and objectivity. Our goal is to meet the needs of your organization. Therefore, the proposal steps can be discussed and adjusted to meet the needs of the Village of Glen Ellyn.

PROJECT INITIATION PHASE



The McGrath Project Manager will begin the project by conferring with the Project Manager for the Village of Glen Ellyn and other persons you designate. We will review the planned timeline and deliverables and confirm expectations from all partners. ***A clearly defined game plan will result in a successful solution for your organization.***

A list of information, data sets and documents needed will be requested at the first site visit. Based on our initial meeting with your team and the data and documents gathered, our team of consultants will begin the assessment.

DATA GATHERING AND ANALYSIS PHASE



TOURS & WORK OBSERVATIONS

Our consultant team may use tours of the jurisdiction, police department building and other appropriate facilities in order to thoroughly understand the police services in the village. Our team may also observe police department staff performing their duties, roll calls or other meetings to understand the functional relationships, interactions and operations of the department.

STAKEHOLDER INTERVIEWS

We may include group and individual interviews, to gather the most comprehensive information.

- In-depth, individual interviews with all police department employees, both sworn and civilian.
- Individual interviews with other law enforcement stakeholders such as volunteers, chaplains, community members (as appropriate), etc.
- Individual interviews with local elected officials and fire & police commissioners.

DATA ANALYSIS

Time will be spent both on-site and off-site reviewing documents from the targeted areas and analyzing gathered data, interview results, and departmental metrics and statistics.

REPORT AND PRESENTATION PHASE



During the final phase of the project, the draft report will be developed. This report will provide an overview of identified issues and make recommendations for changes. The consultants will help prioritize the recommendations and lay out an implementation plan to meet the village's needs.

Consulting team members will confer via conference call, Skype, or other means with the Village's Project Manager and other identified officials to review and address questions and concerns from the report. After appropriate modifications are made, the final report will be provided to village officials. McGrath consultants are available to confer with any stakeholders to address questions again via conference call, Skype, etc.

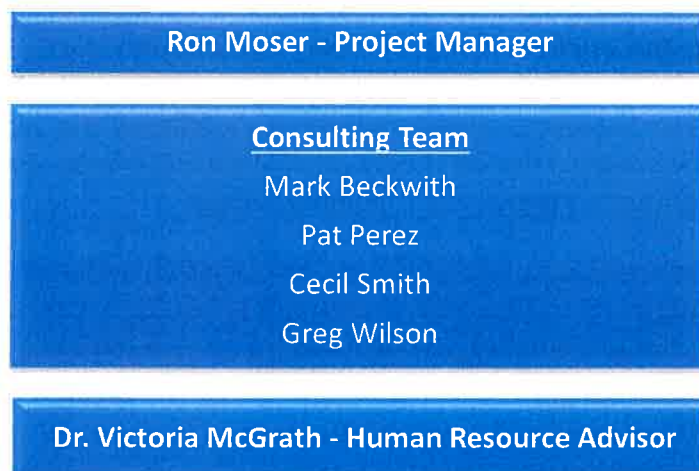
VILLAGE OF GLEN ELLYN STAFF TIME

Since we work closely with our clients, support on this project is critical but not intrusive. Initially, a list of items required for analysis or understanding is submitted to a designated person. Further, assistance is requested in setting up interviews with individuals within the department and village, and/or providing contact information. Additionally, support is needed to answer questions or address questions/concerns/issues of the consulting team. These are usually completed through telephone or email conversations.

FIRM CAPACITY AND TIMELINE

The consultants can begin the project immediately upon contract execution. We would anticipate the draft report to be completed within 90 days thereafter. Factors that can impact the timeline include village administration and employee availability for meetings and interview as well as timely receipt of requested data.

PROJECT MANAGEMENT AND CONSULTANT TEAM



Our team for this project includes highly qualified law enforcement and human resources consultants with diverse professional backgrounds. Additional consultants from our firm may be called upon to assist based on their subject matter expertise.

PROJECT MANAGER

Ron Moser – Lead Police Consultant

Ron Moser heads the law enforcement division of McGrath Consulting Group, Inc. and will serve as the Project Manager. He has been the project manager for numerous law enforcement and public safety audits and inspections and leads all law enforcement related projects with McGrath Consulting.

Prior to joining McGrath Consulting, Mr. Moser spent 34 years in law enforcement serving six municipalities in three states. He served as Chief in three Police Departments. Two of those departments were in the Chicago metropolitan area. Mr. Moser's extensive experience in the

Chicago area was enhanced by his active participation and leadership roles in several Metro Police Associations.

During the eleven years he served in his last Chief position, Mr. Moser was also appointed Director of Emergency Management. For three years prior to his retirement, he served as the Village Manager for Hanover Park, Illinois, a municipality of Cook County.

Mr. Moser is a member of the International Association of Chiefs of Police (Life member), Illinois Association of Chiefs of Police (Life member), DuPage County (Illinois) Chiefs of Police Association (past President and Life member), North Suburban (Illinois) Association of Chiefs of Police (Life member), the American Society for Industrial Security, and a former member of the International City Managers Association and Illinois City Managers Association.

Mr. Moser has served as an adjunct faculty member at six colleges and universities, currently instructs criminal justice courses through Columbia College of Missouri. Recently, he developed a Homeland Security Certificate Program for Columbia College.

Education

- University of Iowa
Master of Arts – Criminal Justice and Corrections
- Western Illinois University
Master of Arts – Law Enforcement Administration
- Western Illinois University
Bachelor of Arts – Law Enforcement Administration

Professional References

- Chief James Keegan
St. Charles, Illinois Police Department
(630) 723-1233
- Chief John Dossey
Pekin, Illinois Police Department
(847) 630-7696
- Deputy Chief Mark Gatz (Retired)
Hanover Park Police, Illinois Department
(224) 704-4553

CONSULTING TEAM

Mark Beckwith – Police Consultant

Mark Beckwith is the Deputy Chief of Public Safety and Emergency Management Director for Augustana College in Illinois. Prior to joining the campus police for Augustana, he served a distinguished 28-year career with the Milan, Illinois Police Department rising through the ranks to become the Chief of Police.

In his role as Emergency Management Director, Mr. Beckwith is currently authoring the campus University Operations Plan. Under his leadership, Augustana College was selected as one of nine colleges to participate in the State of Illinois “Ready to Respond Campus” pilot program.

Deputy Chief Beckwith, for six years, served as the President of the Illinois Law Enforcement Alarm System (ILEAS), which provided leadership to the entire state of Illinois Law Enforcement Mutual Aid System. This included oversight and a management of Homeland Security funding for Illinois agencies, as well as administering the coordination of out of state mutual aid response to Hurricane Katrina, the 2008 Republican National Convention, the 2009 G20 Summit in Pittsburgh, Pennsylvania, and the 2012 NATO Summit in Chicago.

Education

- Western Illinois University
Bachelor of Science - Law Enforcement and Justice Administration
- Federal Bureau of Investigation-National Academy

Professional References

- Chief Thomas Phillis
Augustana College Police Department, Rock Island, Illinois
(309) 794-7279
- Village Administrator Steve Seiver
Village of Milan, Illinois
(309) 787-8507
- Chief Gary Francque (Retired)
Moline, Illinois Police Department
(309) 207-0913

Patrick Perez – Police Consultant

Patrick Perez brings 23 years of law enforcement experience to the project and serves on all police and public safety projects for McGrath Consulting Group.

Mr. Perez holds distinction as the first Hispanic to be elected to the office of Sheriff in the State of Illinois. He served as Sheriff of Kane County from 2007-2014. During his career, he rose through the ranks of Sergeant, Supervisor of Special Operations, Investigations, and Patrol as well as serving in the Civil Process Division. Additionally, he served as Interim Chief of Police for the Village of Elburn, Illinois.

Mr. Perez's law enforcement background includes a wide variety of experience from street policing to administration of a County Sheriff's department with over 300 employees representing 30 divisions. During his tenure, Sheriff Perez enacted several initiatives to professionalize the agency including: mandatory random drug testing, an office of professional standards, major revision of the department's standard operating procedures, established a crime analyst position, redesigned the website, established a public information officer position, and implemented a citizen's police academy.

Education

- National Sheriff's Institute – Graduate

Professional References

- State's Attorney Joe McMahon
Kane County, Illinois State's Attorney's Office
(847) 421-1104
- Circuit Judge Rene Cruz
16th Judicial Circuit - Kane County, Illinois
(630) 417-6827
- Sheriff Ron Hain
Kane County, Illinois Sheriff's Office
(630) 614-4696

Cecil Smith - Police Consultant

Cecil Smith was selected to lead the Sanford, Florida, Police Department after serving 25 years with the Elgin Police Department in Elgin, Illinois during one of the most controversial and racially heightened times in law enforcement history (The Trayvon Martin and George Zimmerman incident).

He retired at the rank of Deputy Chief from the Elgin Police Department. It should be noted that prior to his retirement from the Elgin Police Department, Chief Smith was the first and only African American to hold the position of Deputy Chief in the Police Department's 178-year history.

Cecil Smith is an experienced Public Service Administrator with extensive knowledge of policies, special policing needs and quality-of-life issues. Recognized by the U.S. Department of Justice's

Office of Community Oriented Policing Services (DOJ COPS Office), Federal Bureau of Investigation, and other state organizations, commended for his leadership skills, interpersonal skills, public speaking, and has successfully combined proactive methods of supervision, problem solving, and the ability to motivate officers to exceed objectives, while continuing to maintain the highest standards of law enforcement ethics and professionalism.

Mr. Smith is recognized nationwide for his service and testimony related to progressive policing. Significant engagements include, but are not limited to the following;

- Provided testimony before President Obama's Task Force on 21st Century Policing regarding "Building Trust Within Communities of Color".
- Served as a panelist for DOJ COPS Office, "Strengthening the Relationship between Law Enforcement and Communities of Color," in New York City,
- Sent to Ferguson, Missouri in September of 2014 as part of the Department of Justice Task Force following the shooting of Michael Brown.
- Consulted on the Tamir White shooting in Cleveland prior to the Consent Decree being awarded.
- Panelist and participant in meetings hosted by the DOJ COPS Office with Director Ronald Davis on September 10, 2014, in St. Louis, Missouri.

Education

- Columbia College of Missouri
Bachelor of Arts – Criminal Justice
- Northwestern University-School of Staff and Command (Class President)
- Federal Bureau of Investigation-National Academy

Professional References

- Chief Jim Lamkin (Retired)
Schaumburg, Illinois Police Department
(630) 514-2120
- Chief Dan O'Shea
Rockford, Illinois Police Department
(224) 645-1829
- Sheriff Gary Caruana
Winnebago County, Illinois Sheriff's Office
(815) 218-8341

Greg Wilson – Police Consultant

Greg Wilson is the Chief of Police for the City of Mountlake Terrace in the State of Washington. Chief Wilson has 28-years of law enforcement experience. He began his career with the Renton, Washington Police Department in 1986. In 1996, Chief Wilson was recruited to the City of Federal

Way, Washington Police Department to assist in one of the largest start-up agencies in the nation. In 2008, he was appointed to serve as Chief for the City of Mountlake Terrace. Chief Wilson's law enforcement experience includes assignments and leadership roles in patrol, narcotics, major crimes, SWAT, Field Training, Administration, and Professional Standards. Chief Wilson provides training and consulting services for MdE, Inc, a public safety training, consulting and software provider. Chief Wilson has provided public safety-related training to federal, state and local law public safety agencies throughout the nation.

Chief Wilson is a member of the Federal Bureau of Investigation National Academy Associates, International Association of Chiefs of Police, Washington Association of Sheriffs and Police Chiefs and the International Association of Ethics Trainers.

Education

- Washington State University
Bachelor of Arts Degree – Social Sciences
- Federal Bureau of Investigation-Law Enforcement Executive Development Seminar
- Federal Bureau of Investigation-National Academy
- International Association of Ethics Trainers-Certified Ethics Trainer
- Washington State Criminal Justice Training Commission-Executive Certification.

Professional References

- Chief Pete Caw
Mountlake Terrace Police Department, Washington
(425) 754-4608
- Chief Ken Thomas
Des Moines Police Department, Washington
(253) 261-5242
- Attorney Mike Bolasina, Partner
Summit Law, Seattle, Washington
(206) 724-5195

HUMAN RESOURCES ADVISOR

Victoria McGrath, Ph.D., SPHR – Chief Executive Officer

Dr. Victoria McGrath has an extensive background in the field of human resources, predominately in the public sector; but also, has a number of years in the private sector having worked in health care, banking, and education. Thus, she brings over 19 years of practitioner experience in all phases of human resources prior to her years as a consultant.

Her professional experience includes the City of Brookfield, WI, which had over 500 employees, including 5 labor unions; the Elmbrook School District, WI – the 2nd largest school district in Wisconsin, also with 5 labor unions; and Citicorp Banks. Thus, she has dealt with labor/employee relations; policy, procedure and labor compliance; benefits and compensation; recruitment and staff development. Dr. McGrath's local government experience touched all local services including police/sheriff, fire, public works/highway, engineering, library, health department, administration, courts, jail, and more.

Dr. McGrath has provided management assistance to more than 200 local government clients on a variety of management issues. In addition to working with government, she has been a speaker for a number of professional organizations and worked with two organizations in developing courses in human resource management to current and upcoming supervisors. Further, she is an adjunct professor – teaching in areas such as human resources, organizational development, management, and research – at Northwestern University (Master's in Public Policy Administration).

Dr. McGrath's doctoral dissertation, Government as a Learning Organization, included her research with government efficiency in providing services and how governmental services can become more effective.

Education

- University of Wisconsin – Milwaukee, WI
Ph.D. – Municipal Government as a Learning Organization
- Cardinal Stritch College, WI
Master of Science - Management
- University of Wisconsin – Milwaukee, WI
Bachelor of Science – Industrial Relations & Finance

STAFF ASSIGNMENTS AND ADDITIONAL CONSULTANTS

All consultants will be dedicated to the project throughout the duration. We operate under the philosophy of total team involvement and each team member will work together to meet the goals of your project.

McGrath Consulting Group, Inc. can access approximately 27 staff members (principals, consultants and support staff) that may be used on any assessment depending on the area of expertise required.

LOCAL GOVERNMENT CLIENTS

Our firm specializes in working with mid-sized law enforcement agencies. We have completed numerous similar projects. The following references are listed and can be contacted. Client testimonials are included in Appendix A. The complete listing of our clients may be viewed on our website at www.mcgrathconsulting.com.

City of Auburn, Washington Police Department

Police Department Management Assessment

Project Manager: Candis Martinson, Director of Human Resources & Risk Management

Phone/Email: (253) 288-3141 cmartinson@auburn.wa.gov

A comprehensive assessment related to turnover of law enforcement officers. Recommended and identified steps to mitigate turnover and improve retention. The City of Auburn is a suburb of Seattle, Washington.

City of Fairburn, Georgia Police Department

Police Management Audit

Project Manager: Anthony Bazydlo, Interim Chief of Police

Phone/Email: (770) 683-4094 abazydlo@fairburn.com

An organizational assessment of all components of the police department. Emphasis placed on applying tenants of the *President's Final Report on 21st Century Policing*. Included an analysis of internal culture and climate through individual interviews with all employees. Additionally, the project involved a review of the agency's interactions with community members and external customers. The City of Fairburn is a suburb of Atlanta, Georgia.

City of Garden City, Kansas Police Department

Police Organizational Study

Project Manager: Jennifer Cunningham, Assistant City Manager

Phone/Email: (620) 276-1160 jennifer.cunningham@gardencityks.us

Review of the functions and workflow of the operations of the Garden City Police Department. The assessment included an in-depth analysis of topics including, communication, equipment, leadership, liability, personnel/human resources, role of department within city organization, staffing/scheduling, technology, and training.

City of Mendota Heights, MN Police Department

Comprehensive Department Audit and Internal Culture Review

Project Manager: Mark McNeill, City Administrator

Phone/Email: (651) 255-1153 markm@mendota-heights.com

Comprehensive review of all operations that includes policies, training, staffing, scheduling, fleet, etc. of the agency. This also included to determine the climate and culture of the organization. The recommendations have been accepted by the city, and we continue to consult through the implementation process. The City of Mendota Heights is a first-ring suburb of Minneapolis, Minnesota.

**City of Sapulpa, Oklahoma Police & Fire/EMS Management Study
Comprehensive Organizational Study**

Project Manager: Mike Haefner, Police Chief

Phone/Email: (918) 227-5100 mhaefner@sapulpapolice.com

Contact: David Taylor, Fire Chief

Phone/Email: (918) 224-3359 dtaylorfd@cityofsapulpa.net

Comprehensive inspection and audit of both operations that included future needs, technology, contract review, recordkeeping, and all personnel and operations functions. The City of Sapulpa is a suburb of Tulsa, Oklahoma.

City of Stafford, Texas Police Department

Police Organizational Study

Project Manager: Richard Ramirez, Police Chief

Phone/Email: (281) 261-3952 rramirez@staffordtx.gov

A full study and review of all components of the Police Department, including the future impact on staffing and operations of a proposed development, was conducted. The City of Stafford is a suburb of Houston, Texas.

PROJECT COSTS

Police Assessment & Staffing Analysis: \$46,800

This fee includes all consultants time and expenses. The cost of the assessment will be divided into three payments. The first payment of 25% will be invoiced upon completion of a signed contract; 50% upon submission of the draft report; and 25% will be invoiced upon submission of the final analysis report. All invoices are payable within 30 days of receipt. The quoted price is good for at least 90 days from February 21, 2020.

A FINAL WORD

This proposal outlines our methodology to meet your needs. We will work with you and your staff to conduct an Assessment that fits the requirements of the Village of Glen Ellyn. Thank you for the opportunity to be of service. Please feel free to contact us if you have any questions regarding this proposal.

APPENDIX A: CLIENT TESTIMONIALS

The following excerpts were provided by police executives for which our firm has provided services similar in scope:

The City of Auburn, Washington engaged McGrath Consulting Group to assist us with conducting a comprehensive climate survey due to a high amount of turnover in our police officer ranks. What drew us to select McGrath was the objective data reporting in their sample report they shared with us, as well as the resume of the consultants that would be assisting with our project. They presented as true professionals in a critical time for our organization. What we quickly realized was not only are the McGrath consultants organized, objective, and technically qualified, they were so much more. They were true advisors and consultants in every sense of both of those words. Our organization was at a crossroads with our culture and our direction, and the McGrath report and consultants were truly pivotal in support of our Mayor, Human Resources staff, and Police Administration in moving the organization forward in a swift and tangible way. Ron went above and beyond to communicate frequently, at each phase of the study, and was able to debrief the report for all stakeholders, in order to successfully understand and implement the recommended improvements. Their final report was a clear roadmap that our new leadership could implement right away for the necessary change for the organization. I would highly recommend Ron Moser and his team for any organization looking for a similar assessment with actionable outcomes. The investment we made with the McGrath Consulting Group was one that changed our organization.

Candis Martinson, Director of Human Resources & Risk Management, City of Auburn

"The team from McGrath Consulting Group was knowledgeable and professional from our first contact until the end of our project. Their staff was responsive and consistently provided valuable insights. I would highly recommend them to any law enforcement agency."

Interim Chief Anthony Bazydlo, Fairburn Georgia, Police Department

"As a newly appointed chief, I was of course apprehensive about an outside firm coming in and looking at and scrutinizing my department. We in law enforcement say we like change, and look forward to constructive criticism, but we don't always practice what we preach...I met with people who wanted to help me and my department to be better, and to find new ways and ideas to move my department forward, and a new perspective on how to not only take care of my department, but to how to better serve the city and citizens with the best possible police department, which is what we should all be striving to do. I can honestly say, that this was probably one of the best things that could have happened for me and for the men and women of this fine department as a newly appointed chief."

Chief Haefner, Sapulpa Oklahoma, Police Department

"The McGrath firm is very professional and competent. They produce a great product during their audit from the front door to the back door and everything in between."

Chief Richard Ramirez, Stafford Texas, Police Department



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

Meeting 11/9/2020 7:00 PM
Department: Public Works
Department Head: Julius Hansen
Category: Contract
Prepared By: Jennifer Brown

**AGENDA ITEM (ID
2020-625)**

DOC ID: 2020-625

Motion to Authorize the Village Manager to Execute a Contract with Landscape Concepts Management, Inc. of Grayslake Illinois, for a Three Year Forestry Work Contract from January 1, 2021 to December 31, 2023 for a Total Contract Cost of \$272,864.40 to be Expensed to the General Fund (Public Works Director Hansen)

Statement of the Issue:

The majority of forestry work performed in the Village includes Ash tree removals (EAB), regular tree removals, stump removals, and emergency work to include storm damage (see attachment for cost history). Additional forestry work includes our cyclical tree pruning program, debris hauling (wood chips and logs), and parkway restorations from numerous stump removals. All of this work is accomplished by a combination of public works crews and contractors in order to reduce costs and complete the significant work load in a timely manner.

Our current 2018-2020 tree removal contract with D. Ryan Tree and Landscape will end on December 31, 2020. This contract included tree removals and emergency tree work.

The upcoming 2021-2023 three year contract scope of work remains the same including a base bid of tree removal and emergency tree work. Two alternate bids were included for stump grinding without parkway restoration and hauling forestry debris such as wood chips and logs from Public Works to an outside facility.

The 2021 - 2023 base contract does not include tree stump grinding and was instead bid as an alternate as Public Works is now performing this work in-house which provides better customer service and better quality grinding, which impacts tree planting. The alternate bid was for approximately ½ the amount of stumps that are ground in a year.

Analysis:

On October 9, 2020, an invitation to bid for forestry work was advertised in the Daily Herald. In addition, bid specifications were mailed to over twenty (20) forestry contractors in the region. A

mandatory pre-bid meeting was conducted on October 19, 2020 for those interested in bidding on the work. Seven (7) contractors attended the pre-bid meeting. The bids were formally opened on October 26, 2020. Three (3) contractors submitted bids for a three-year forestry contract for the base scope of work, tree removals and emergency work, as well as both alternate bids for stump grinding and hauling. One (1) contractor submitted a bid for wood chip/log hauling only.

As summarized in Attachment 1, Landscape Concepts Management Inc. (Grayslake, IL) was the responsible low-bidder for the base bid Forestry work in the amount of \$90,954.80 per year.

Public Works continues to grind all tree stumps in house, but if the need arises for assistance with stump grinding, the alternate bids will be used to determine the responsible low bid contractor. Public works will also use the alternate bids to contract wood chip and log hauling services, which fall within the Village Manager's approval limit. Public Works will follow all village financial policies in procuring these services.

Budget Impact:

The 2021 proposed budgeted amount is \$79,000 for Tree Removal. Public Works used the past 3 year history of tree removals to create an average number of trees removed in 3 different size categories for this contract. The yearly lowest bid price exceeds the budgeted amount by \$11,954.80. In an effort remain within the current budgeted amount of \$79,000, Public Works proposes that the additional amount of \$11,954.80 be divided equally and spread over 2022 and 2023 to maintain the 3 year contract total bid amount of \$272,864.40

This is an estimated annual budgeted amount for tree removal with a small contingency for emergency work. The not to exceed amount annually is as follows:

FY 2021 = \$79,000.00

FY 2022 = \$96,932.20

FY 2023 = \$96,932.20

Action Requested:

Motion to authorize the Village Manager to execute a three-year contract with Landscape Concepts Management Inc. for tree removals and emergency tree work for a total three- year contract amount of \$272,864.40, to be expensed to the General Fund.

Attachments:

1. BID TAB

**MULTI-YEAR PARKWAY TREE REMOVAL AND EMERGENCY WORK
WITH ALTERNATE BIDS FOR STUMP GRINDING, HAULING,**

BID SUMMARY For January 1, 2021 – December 31, 2023

FIRM	TREE REMOVAL	STUMP GRINDING (ALTERNATE BID)	HAULING (ALTERNATE BID)	BID BON D YES/ NO
Landscape Material& Firewood Sales	NO BID	NO BID	Log Hauling: \$495 / 60-65 CY semi truck - \$8.25 CY \$338/ 40 CY logging truck - \$8.45 CY Wood Chip Hauling: \$320 / 90-100 CY semi truck - \$3.55 CY \$195 / 30 CY hauling truck - \$6.50 CY	NA
Steve Piper and Sons	15-23" \$21.30 /in. \$47,712 / yr. 24-35" \$28.40 /in. \$46,008 / yr. 36"> \$32.30 /in. \$18,669.40 / yr. Total per year \$112,389.40 Total for 3 yrs. \$337,168.20	0-14" \$7.40 per in. 15-23" \$7.00 per in. 24"> \$7.00 per in.	Log Hauling: \$225 / 60 CY semi truck - \$3.75 CY \$225 / 40 CY logging truck - \$5.63 CY Wood Chip Hauling: \$245 / 25 CY semi truck - \$9.80 CY \$265 / 60 CY hauling truck - \$4.42 CY	YES
D. Ryan Tree and Landscape LLC.	15-23" \$16.00 /in. \$35,840 / yr. 24-35" \$24.00 /in. \$38,880 / yr. 36" > \$30.00 /in. \$17,340 / yr. Total per year \$92,060 Total for 3 yrs. \$276,180	0-14" \$10.00 per in. 15-23" \$15.00 per in. 24"> \$20.00 per in.	Log Hauling: \$450 / 53 CY semi truck - \$8.49 CY \$450 / 53 CY logging truck - \$8.49 CY Wood Chip Hauling: \$500 / 80 CY semi truck - \$6.25 CY NA - CY hauling truck	YES
Landscape Concepts Management INC.	15-23" \$15.00 /in. \$33,600 / yr. 24-35" \$25.20 /in. \$40,824 / yr. 36" > \$28.60 /in. \$16,530.80/yr. Total per year \$90,954.80 Total for 3 yrs. \$272,864.40	0-14" \$7.00 per in. 15-23" \$7.75 per in. 24"> \$8.75 per in.	Log Hauling: \$600 / 60 CY semi truck - \$10.00 CY \$500 / 40 CY logging truck - \$12.50 CY Wood Chip Hauling: \$500 / 80 CY semi truck - \$6.25 CY \$400 / 40 CY hauling truck - \$10.00 CY	YES



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

Meeting 11/9/2020 7:00 PM
Department: Village Links
Department Head: Jeff Vesevick
Category: Report
Prepared By: Jeff Vesevick

AGENDA ITEM (ID
2020-629)

DOC ID: 2020-629

Motion Pursuant to Section 1-10-1 of the Village Code to Waive Competitive Bidding and Authorize the Village Manager to Execute a Conditional Lease Contract, Subject to Attorney Review, to Harris Golf Cars of Sugar Grove, Illinois, to Provide 95 Yamaha Gasoline Golf Cars for the Annual Amount of \$57,557, Payable in Four Consecutive Years, for a Total Contract Price of \$230,228 to be Expensed to the Village Links/Reserve 22 Fund (General Manager Vesevick)

Statement of the Issue:

The Village Links owns 95 Yamaha gasoline golf cars which are rented to golfing customers. The current fleet was purchased in 2017, and we are proposing to replace them in spring 2021.

Golf cars are a profitable customer amenity, producing \$480,000 to \$500,000+ in annual revenue for the facility.

Staff performed a full analysis regarding the most beneficial time to replace the fleet. This analysis was shared with the Recreation Commission at the October 2020 regular meeting. While there was some disagreement as to the most beneficial time to replace the fleet, the Commission voted to support Village Links Management's recommendation.

Analysis:

The 2017 fleet is showing the physical and operational signs of wear and tear after four full seasons of usage, are becoming increasingly more expensive to maintain, having exhausted all manufacturers' warranties, and continue to lose residual value each year.

While the 2017 fleet is mechanically operable, four years of service have left them aesthetically worn. 50% of the seats are cracked, stained, or the victim of cigarette or cigar burn holes. Some of the bodies of the vehicles are irreparably scratched, scraped or dented, molded in body finish is fading from constant exposure to the elements. Overall vehicle handling is deteriorating, as axels, nuts and bolts wear and loosen with age. Each car, on average has been rented roughly 1,400 times, and driven over 7,000 miles.

Manufacturer supplied warranties run out after 4 years of purchase. Village Links has qualified staff to perform most repairs. However, as the carts deteriorate with age, we can expect more failures, pulling staff away from other golf course related tasks. All repairs would be the financial responsibility of the club. While residual value of the cars declines each year, the amount of decline accelerates more aggressively after four years, as warranties run out. The loss of trade in value results in a higher cash outlay each successive year we defer replacement. Our customers appreciate the benefit of newer carts more often, which enhances the perceived value of the round of golf. Like other club amenities, maintaining carts in good repair is a best practice for attracting customers.

Evaluations and Proposals

Staff invited representatives from Yamaha and EZGO to provide demo models of their respective 2021 model golf cars. Typically, Club Car is included. Staff declined to invite Club Car for this analysis, as they are known to be a significantly higher cost for their model golf car, and ultimately dismissed from consideration.

The Golf Professional, Director of Golf, Golf Course Superintendent, Assistant Golf Course Superintendent, and General Manager each took turns inspecting each car for appearance, functionality, accessories, and drivability. A summary of results was discussed and tabulated. (Attachment 1)

Each Vendor supplied purchase price, including trade-in value of the current fleet. Both offered lease-to-own options which spread out payments over the 4 year term, (Attachment 1) along with straight lease options which required us to surrender the current fleet. Both Vendors agreed to supply 3 reconditioned work vehicles for club use for up to 4 years at no charge. This will save us \$27,000 in CY22, when 3 current end of life vehicles are scheduled to be replaced.

The results of the demo, along with the cost of replacement, prompted Village Links staff to conclude that the Yamaha golf car was easily the best choice for our facility.

A presentation was made to the Recreation Commission at the October 30 regular meeting. The following advantages and disadvantages were presented. Discussion ensued as to the best time to replace the fleet.

Outright Purchase

Purchase cost with trade-in 2021 = \$212,675

Purchase cost with trade-in 2022 = \$250,675

Overall most cost effective option over the life of the cars.

Discussion (Deferring to 2022)

Advantage: Deferring to 2022 would allow us an additional year to build Cash Reserves

Disadvantages: Cost of fleet would increase by \$38,000.

Proposed User Fee revenue increase would be lost. (estimated \$17,000)

Increased maintenance costs to 5 year old cars out of warranty

Deteriorating value to customers

Conditional Lease (Lease to Own)

Conditional Lease with trade in 2021 = $\$57,557 \times 4 \text{ years} = \$230,228$

Conditional Lease with trade in 2022 = $\$65,270 \times 4 \text{ years} = \$261,080$

This option allows us to spread out cost, while retaining ownership, and full trade-in value

Discussion (Deferring to 2022)

Advantage: Deferring to 2022 would allow us an additional year to build Cash Reserves

Disadvantages: Cost of fleet would increase by \$30,852.

Proposed User Fee revenue increase would be lost. (estimated at \$17,000)

Increased maintenance costs to 5 year old cars out of warranty

Deteriorating value to customers

Straight Lease (including sale of current fleet)

Straight Lease with sale of fleet in 2021 = $\$3,466 \times 4 \text{ years} = \$13,864$

This option offers the lowest initial cost over the life of the fleet

Discussion

Advantage: Minimal cash outlay would allow us to build Cash Reserves over 4 years more quickly

Disadvantages: Loss of ownership, with no trade in at end of 4 year lease

New lease estimated at $\$139,861 \times 4 \text{ years} = \$559,444$

Still no trade-in value

Staff recommends entering into a 4 year Conditional Lease in 2021 as the most beneficial option for the Village Links. Recreation Commissioners present (6) voted, with 3 supporting the Conditional Lease in 2021, and 3 supporting the Conditional Lease in 2022. A motion was made to recommend moving forward with the Conditional Lease in 2021, the motion was seconded, with no opposed.

Strategic Plan Initiatives

Strategic Issue V: INFRASTRUCTURE. Invest in infrastructure to meet key needs, including downtown access, Village facilities, storm water issues and technology improvement. Continue to evaluate Village Links/Reserve 22 capital needs to effectively maximize business operations.

Budget Impact:

This purchase is funding by the Village Links/Reserve 22 Fund and will be paid for out of cash on hand.

Action Requested:

Staff recommends that the Village Board waive competitive bidding, and award a Conditional Lease contract to Harris Golf Cars of Sugar Grove, Illinois, to provide 95 Yamaha gasoline golf cars for the amount of \$57,557, payable in 4 consecutive years, for a total contract price of \$230,228, which includes the trade-in of 95 2017 Yamaha gasoline golf cars. In order to waive competitive bidding, the contract must be approved by a 2/3 vote of the Board of Trustees.

Attachments:

1. 2021CARTS

**VILLAGE LINKS OF GLEN ELLYN
SUMMARY OF PRODUCT EVALUATION AND VENDOR PROPOSALS
OCTOBER 30, 2020**

	<u>Yamaha</u>	<u>EZGO</u>
Overall Appearance	Classier looking body design	Cheaper looking, more plain body design
	GPS screen better situated on console	GPS Screen less desireable on top of canopy
Drivability	Solid suspension, smoother ride	Rougher ride over bumps
	Better Parking brake design	Parking brake difficult to engage
Accessories	Cooler, divot mix bottles awkwardly situated	Cooler, divot mix bottles better situated
	Bag well roomier	Tighter, smaller bag well
	Solid golf club protector	Not available on demo model
Purchase Price	\$212,675	\$215,175
(net of Trade-In)		
Lease to Own (4 Annual	\$230,228	\$231,538
Payments) with trade in	\$57,557 Annually	\$57,884.50 Annually
Straight Lease (4 Annual	\$3,466/\$13,864	Not quoted
Payments) with sale of fleet		
GPS 4 year Lease - Annually	\$30,020	\$28,101
GPS upgraded version	n/a	\$37,688
3 reconditioned Work	\$0	\$0
Vehicles (use for 4 years)		



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

Meeting 11/9/2020 7:00 PM
Department: Administration
Department Head: Mark Franz
Category: Agreement
Prepared By: Lindsey Kaminsky

**AGENDA ITEM (ID
2020-608)**

DOC ID: 2020-608

Motion to Approve a Revised Lease Agreement Between the Forest Preserve District of DuPage County and the Village of Glen Ellyn Providing for the Lease of Maintenance Building Property at Churchill Woods and Certain Property Commonly Known as the McKee House Property (Village Attorney Mathews)

Statement of the Issue:

The Village Board has directed staff to negotiate a revision to the existing lease agreement with the Forest Preserve to bring the Village back into compliance with the agreement. The Village has shifted to a different model of management similar to our current agreements for the Chamber building and the Historical Society building, although we own those properties outright. By taking a long-term management role in the McKee House properties, the Village Board believes this provides the best opportunity for partners to raise money and renovate the house for public use and provides more confidence from the Forest Preserve that we will manage the property in compliance with state law. The Village Board is still committed to finding private funds to restore these structures. Under the current language, specifically Section 2.01, the Village would be able to create license agreements with willing partners to assist with renovating the building and utilizing the facility for educational, art, recreational, and cultural purposes associated with the operation of the *McKee House*, *provided no group has the sole use of the property*.

At the Workshop meeting on October 19, the Board requested some clarification with the draft agreement and the Forest Preserve has agreed to minor changes. In short, this amendment remedies the compliance issue with the current agreement and gives the Village and any future partners until October 2022 to occupy the building. If this does not occur, the Village would lose \$100K in liquidated damages and no longer be able to use the salt storage facilities. However, if the Village was not able to partner and renovate the structures, the agreement requires that we would have to demo the structures to keep utilizing the salt storage facility.

Therefore, the consensus of the Village Board at the prior Village Board Workshop was to support this Amended Agreement and then this would be considered by the Forest Preserve Board next month. Staff is looking for approval to amend this lease agreement and to begin to define the license agreement with the American Legion and other groups interested in the

property. Some elected officials believed it was important to have an internal deadline to raise funds for this project, given that it would be a year construction schedule to renovate this facility. Raising funds and starting the design should begin immediately.

Analysis:

Background

The Village of Glen Ellyn and County Forest Preserve District (District) approved an agreement in 2017 with respect to the Forest Preserve property on St. Charles Road including the former Fleet facility and storage buildings as well as the McKee House structures. Since that time, the Village Board and staff have been hopeful that a group would materialize to raise funds, restore, and find an acceptable use to sub-lease the McKee House. Over the last year, the American Legion and Legacy Workspace have shown interest and provided a business plan to the Village for consideration. The Village Board approved a resolution on June 22 requesting the consent of the Forest Preserve District to sub-lease the McKee House to the American Legion Post 3 for the purpose of restoration and rehabilitation. To date, that resolution has not been placed on a Forest Preserve Agenda. Below is a timeline summary of events related to the McKee House:

- 1936 - Built by the Works Progress Admin. (WPA) & the Civilian Conservation Corps
- 1936-1944 - Home to the Forest Preserve's Superintendent, Robert McKee (1936-1994); Constructed in Classic Revival Style - the original structure remains and also has a small screen porch addition to the south
- 2002- Present day - Vacant since 2002
- 2006-2013 - The Forest Preserve went through several efforts to attempt to find a feasible reuse for the building.
- 2013- Forest Preserve Board hires Altus Works Inc. to conduct a reuse feasibility study
- 2016 - Forest Preserve Board discusses demolition of property
- 2016 - McKee Preservation Group collects nearly 1,000 signatures on a petition to save the house
- 2017 - Agreement between Village of Glen Ellyn & the Forest Preserve District - Glen Ellyn leases the McKee House
- 2018 - Property is annexed into Village of Glen Ellyn per the agreement
- 2019 - If the \$400,000 is not raised by October 1, 2019 the McKee house set to be demolished at the Village's expense
- 2020 (2/18) - Forest Preserve and Village officials discuss the American Legion/Makers Space proposal with petitioners; Forest Preserve indicates their proposal does not meet the public use standard.
- 2020 (March) - Forest Preserve opines that American Legion is not a public use and therefore not allowed to lease.

- 2020 (June 22) - Village Board approves Resolution requesting the Forest Preserve allow American Legion to lease building
- 2020 (September 11) - Village received a letter dated September 11, 2020 providing official notice that the Village is in default of the agreement and requested to cure this default in 30 days per the agreement.

On May 1, 2017, the Village executed an agreement with the Forest Preserve District to lease property within the Churchill Woods Forest Preserve. The agreement was prompted by the Village's need for a salt storage facility and the Forest Preserve viewing this facility as surplus. When this opportunity emerged, the Village was in the process of considering several options for a salt storage location ranging in cost from \$600,000 to \$1.2 million. The Village was able to negotiate a lease for the fleet facility for \$1 per year for the next 50 years, provided that the lease also included the McKee House property, just west of the fleet facility.

Since the approval of the lease between the Forest Preserve District and the Village, the McKee House Preservation Group (McKee Group), a 501c3 organization, was established to take the lead in raising funds and organizing efforts to restore the McKee House structures. Concurrently, the Village established an Oversight Committee (consisting of two Trustees, staff, and a representative of the Forest Preserve) to serve as review group to ensure the organization met the goals and intent of the agreement. The McKee Group requested an amendment to the agreement in 2018 to assist with fundraising efforts and the Village and Forest Preserve agreed. It was near that time that the Forest Preserve property was annexed into the Village. Last year, Public Works led efforts to renovate the maintenance facility and relocated salt and other equipment into the newly leased buildings. To date, the Village has spent the following:

- 2019 - \$88,054.51 in Facilities Maintenance Reserve; \$129,741 in Capital Projects = Total of \$217,795 to renovate and store salt in the main building
- 5 year plan estimates \$40,000 annual to meet maintenance needs

Unfortunately, the McKee Group fell short of their goals and basically disbanded last summer. Tim Whelan, Forest Preserve Commissioner, has done his best to keep reaching out to potential interested parties and has kept the Village informed throughout this entire process. However, the lease agreement between the Village and the Forest Preserve outlines certain timeframes that must be met to avoid the demolition of the McKee House structures. Specifically, the group was required to raise \$400,000 by October, 2019 and the structures must be fully restored and occupied by October 1, 2022.

In addition, the Oversight Committee requested funding plans and a business plan to ensure whoever subleases the building could sustain operations, thus avoiding using taxpayer dollars for this facility or for their operation in the future. It should be noted according to the Forest Preserve, a tenant could not generate revenue and fulfill the public use criteria, so any future tenant would likely have to be subsidized. Equally important, whatever organization/entity was interested, would have to be approved by the Village and Forest Preserve per the agreement.

Below is a list of key components of the agreement:

- Village leases property for 50 years beginning April 1, 2019
- McKee House can be used for educational, art, recreational & cultural purposes (not residential and not private use)
- Village can sub-lease the property to the Glen Ellyn Park District, College of DuPage or the Glen Ellyn Historical Society (without written consent). Other uses would have to be approved by the Village and Forest Preserve, American Legion and Makerspace are not approved from a legal standpoint
- Fundraising group must raise \$400,000 by October 1, 2019:
 - o If initial fundraising goal of \$400,000 is reached Village and Forest Preserve will contribute \$25,000 each (at time of permit) to the project
 - o If the \$400,000 is not raised by October 1, 2019 the McKee house will be demolished at the Village's expense
- The McKee House must be occupied by October 1, 2022
- If the McKee House is not occupied by October 1, 2022 the structure will be demolished and restored to its natural state at the Village's sole expense (est. \$30,000-\$65,000)

In October, Mike Formento, member of the American Legion, approached the Village with a concept of using the facility for an American Legion Hall and introduced another partner interested in a Makerspace. Both entities were encouraged to develop more formal concept plans and we requested additional time from the Forest Preserve to consider this idea. The District acquiesced. President McGinley, Trustee Thompson and Village Manager Franz meet with this group multiple times to understand their needs and concepts and encourage them to provide more details and funding plans. These concepts were shared with the District to keep everyone informed.

However, the Village received a legal opinion from Forest Preserve Attorney stated that these entities were unable to sub-lease because their particular use does not meet the legal requirements of the Property Transfer Act. Staff and interest parties met with District officials on February 18 to clarify this determination and the American Legion submitted additional information to further clarify their position. Staff received confirmation that the legal opinion had not changed, the District staff and attorney still contend that this is not an allowed use. Village Board adopted Resolution No. 20-15, A Resolution Expressing the Request of the Village of Glen Ellyn for the Consent of the Forest Preserve to Sub-lease the McKee House to American Legion Post 3, for the Purpose of Restoration and Rehabilitation of the McKee House and Use by legacy Makerspace, on June 22, 2020. The Forest Preserve has not put the Resolution on their agenda to date.

Update on Activity related to the McKee House

Most recently, the Village received a letter from the Forest Preserve District dated September 11, 2020 providing official notice that the Village is in default and requested to cure this default in

30 days per the agreement. Staff meet with District officials over the last few weeks to discuss possible resolutions to the default. Attached is an amended lease agreement (redline) that the District has tentatively agreed to that would resolve the default and provide the Village more time to raise funds and improve the property by the October 2022 deadline to occupy the facility. Specifically, the following modifications are included in the proposed amended agreement:

1. Eliminate the requirement of raising \$400K by April 1, 2019 and relying on the requirement to occupy the McKee House structures by October 2022.
2. Include a liquidated damages clause that would require the Village to deposit \$100K with the District that would be used if the Village were not to meet the requirements of maintaining the property AND demolishing the McKee House structures if not occupied by October 2022.
3. The parties recognize that the property can only be subleased in accordance with the District's interpretations of Section 2 of the Transfer Act, but the Village may license all or parts of the structure in a manner which does not convey a property right or sole control over the property or its use.

In addition, the District is willing to accept these changes if the Village is committed to managing and operating the facility throughout the term of the lease. In other words, the Village still has the right and intention of establishing a license with the American Legion and other entities, while still managing the property, similar to the Historical Center and Chamber building.

After speaking with the District's attorney the District submitted an alternative Agreement which would allow the Village to operate a facility at the McKee House and License the property (not sublease) to others for particular groups or uses. The distinction between a license and lease is that a lease conveys a property right and control to an entity, while a license does not. The District continues to hold the opinion that the Village cannot allow a use, on a permanent basis, which would operate a club for limited persons or members.

Budget Impact:

N/A at this time. The Village could incur \$100,000 in liquidated damages in 2022 if the building is not occupied by the deadline in the agreement.

Action Requested:

Staff believes this was a mutually beneficial negotiation and recommends that the Village Board approved the revised Lease Agreement.

Attachments:

1. 18-072 McKee Rev Lease Agmt 11.9.20 Meeting

REVISED LEASE AGREEMENT BETWEEN THE FOREST PRESERVE DISTRICT
OF DUPAGE COUNTY AND THE VILLAGE OF GLEN ELLYN FOR CERTAIN
PROPERTIES AT CHURCHILL WOODS FOREST PRESERVE

THIS LEASE AGREEMENT is made and entered into by and between the FOREST PRESERVE DISTRICT OF DUPAGE COUNTY, ILLINOIS, and a body corporate and politic, hereinafter referred to as "District," and the Village of Glen Ellyn, an Illinois municipal corporation, hereinafter referred to as "Village".

WITNESSETH:

WHEREAS, the District is the owner of the *Maintenance Building Property*, which includes paved areas, at Churchill Woods Forest Preserve more fully depicted in Exhibit 1 which is attached hereto; and,

WHEREAS, the District is the owner of certain property commonly known as the *McKee House Property*, which includes paved areas, at Churchill Woods Forest Preserve, more fully depicted in Exhibit 2 which is attached hereto and incorporated by reference; and,

WHEREAS, the properties contain structures consisting of the *McKee House*, administrative building and pump house; and,

WHEREAS, because the District has no need for those structures, it was intended that the structures either be sold or demolished in accordance with District policy; and,

WHEREAS, the Village expressed an interest in leasing certain structures at Churchill Woods; and,

WHEREAS, the District and Village are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act. 50 ILCS 605/1(c) (hereinafter the "Transfer Act"); and,

WHEREAS, Section 3.1 of the Transfer Act authorizes a municipality, upon a two-thirds vote, to lease its real property, or any portion thereof, to another municipality for such uses and upon such terms and conditions as may be agreed to by the corporate authorities of the respective municipalities; and,

WHEREAS, in accordance with Section 2 of the Transfer Act, the Village has, pursuant to a duly passed ordinance, declared that it is necessary and convenient to use and occupy the property hereinafter described for public purposes; and,

WHEREAS, the District's Board of Commissioners has determined that it is reasonable, necessary and in the public interest and welfare to lease the *McKee House Property* and the adjacent *Maintenance Building Property* to the Village, subject in the terms and conditions set forth herein; and,

WHEREAS, the parties are authorized to enter into this Agreement under the authority conferred by article VII, Section 10, of the Illinois Constitution of 1970 and the Transfer Act; and,

WHEREAS, the Village will at its own expense demolish the existing structures when their lease is terminated and restore the land to the reasonable satisfaction of the District's Executive Director.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

1.00 INCORPORATION OF PREAMBLES

1.01 Incorporation of Preambles: The preambles set forth above are incorporated herein and made a part hereof.

2.00 LEASE GRANTED

2.01 Lease Granted: The District hereby grants the Village a lease to enter upon, occupy, use, develop and maintain the property described in Section 2.02 (said property hereinafter referred to as the “*Lease Premises*”) for the storage of Village materials, salt, vehicles in the possession of the Village and equipment (Exhibit 1) and for educational, art, recreational, and cultural purposes associated with the operation of the *McKee House Property* (Exhibit 2). The District will allow overflow parking on its parking lots for events held at the McKee House.

The *Lease Premises* shall not be used for any other purpose unless prior written approval is obtained from the District’s Board of Commissioners under a duly approved amendment of this Agreement. The Village may improve the maintenance building or McKee House property per 2.01, but no other buildings, structures or any other improvements of any nature shall be constructed, installed, or placed upon the Lease Premises without written permission of the District.

2.02 Lease Premises: The *Lease Premises* shall consist of the structures and all paved areas, except the fuel station island, pumps and associated equipment, located on the leased property as of the date of this Agreement as shown on Exhibit 1 and Exhibit 2.

2.03 Condition of the Lease Premises: The Village acknowledges that it has inspected the *Lease Premises*, that it knows the condition thereof, and that it accepts the same in “AS IS” condition. The Village further acknowledges that the District has made no representations or warranties concerning the condition of the *Lease Premises*. The Village shall be solely responsible for making such repairs and improvements to the *Lease Premises* as may be necessary for its intended use as described in Section 2.01 and for taking such action as may be required to ensure that the *Lease Premises* and

improvements located or constructed thereon fully comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the Americans with Disabilities Act of 1990. The Village shall also maintain the *Lease Premises* and improvements in a good, clean and safe state of repair and shall promptly correct or repair any condition which endangers the safety or welfare of any person working or entering upon the property. The parties agree that the District shall have no obligation of any kind concerning the condition or safety of the *Lease Premises* or the maintenance or repair thereof, except for damage caused by the District or its Licensee.

2.04 Lease Term: For the *McKee House Property*, this Agreement shall be for a term of 50 years commencing upon execution of this agreement by both parties. For the *Maintenance Building Property*, this Agreement shall be for a term of 50 years commencing upon vacation by the District of the *Maintenance Building Property*, ~~no later than April 1, 2019~~. The District shall indicate in writing when they vacate the Maintenance Building and thereby when the lease commences.

2.05 Payment: The Village shall pay the District \$1.00 per year for the use of the *Lease Premises*, it being understood and acknowledged between the parties that the Village's commitment to assume all responsibility for the *Lease Premises*, including, but not limited to all maintenance, repairs and improvements, serves as additional compensation to the District.

2.06 Transfers: The Village shall not enter into any sublease entity other than the Glen Ellyn Park District, College of DuPage, and Glen Ellyn Historical Society (Hereinafter "Village") without the written consent of the District. The parties recognize that the property can only be subleased in accordance with the District's interpretations of Section

2 of the Transfer Act. Additionally, the Village shall not in any other manner sell, assign or otherwise transfer its interest under this Agreement without the written consent of the District.

3.00 VILLAGE RIGHTS

3.01 Restoration: It is the intent of this Agreement that the Village shall be solely responsible for performing all restoration, maintenance repairs, improvements and other work in the *Lease Premises* (hereinafter collectively referred to as the “Improvements”) that are necessary for the use and operation of the property for the purpose specified in Section 2.01, all at no cost to the District. The Village will not be responsible for any soil conditions at the McKee House or Maintenance Building property that preexisted this Lease.

3.02 Parking: The Village shall submit to the District, for its review and approval, the proposed grading and drainage plan related to the repaving of the parking lot in order to enable the District to determine the impact to its surrounding property and to evaluate stormwater flow and detention. The Village shall provide the District with the proposed grading and drainage plan at least 30 days prior to letting the project for bid or prior to beginning any work on the parking lot if the project is not let for bid. If additional area is authorized by the District, the Village shall comply with all applicable laws, rules and regulations.

a. The Village shall also be responsible for ice and snow removal necessary for the Village use and operation of the *Lease Premises*, but not the access to, or District’s gas pump area.

b. The parking lot as well as any walks constructed by the Village, shall be available for use by the District and by the general public as a means of gaining access to the adjacent Churchill Woods Forest Preserve.

3.03 Admission Fees: The Village, or the entity leasing the McKee House Property pursuant to Section 2.01 above, may charge admission or service fees for its programs and for other functions held on the *Lease Premises*. In connection therewith, the Village may charge “non-resident” rates in accordance with its customary practice involving other Village programs and activities.

3.04 Signs: The Village may erect appropriate signs on the *Lease Premises* necessary for the operation of the *Lease Premises*, provided prior written approval therefor is obtained from the District’s Executive Director. The Village shall pay the costs related to the erection and maintenance of any such sign. The District, after consultation with the Village, may also erect such signs on the *Lease Premises* as the District deems necessary for the operation of the areas adjacent to the *Lease Premises*. All signs shall be maintained by the party who erected or caused to be erected each sign. In addition, the Village may, with written approval of the District’s Executive Director, erect and maintain a special events announcements sign at a mutually agreed upon location. The District reserves the right, after timely notification, to remove from any sign erected by the Village information that is either out of date or unsightly in appearance. All entrance signs installed by the Village shall identify the District as the owner of the property and the cooperative arrangement involving the leasing of the *Lease Premises*.

3.05 Alarm System: The Village may, at its expense, install and maintain systems designed for the purpose of protecting the *Lease Premises* from fire, theft, and burglary.

Expense for maintaining or repairing the alarm system and equipment, or any false alarm charges related hereto, shall be paid by the Village.

3.06 Grants: The Village shall notify the District in writing before applying for any grant pertaining to the *Lease Premises* and shall provide the District with such information as may be necessary for the District to independently determine how the grant will affect the District. All grants are subject to final approval by the District.

4.00 VILLAGE RESPONSIBILITIES

4.01 Schedule of Hours: The Village shall provide the District with a schedule of the Village's normal operating hours for the *Lease Premises* and of any special events that are to be held on the property which are outside the normal operation hours. The Village shall provide written notice of any changes in the aforementioned schedule.

4.02 Compliance with Laws: In operating the *Lease Premises* for the purpose specified herein, the Village shall comply with all applicable federal, state and local laws, rules and regulations, and with all District ordinances, rules and regulations now in force or hereafter enacted. The Village shall obtain from the appropriate regulatory authority all necessary permits or licenses prior to the beginning of the operation of the *Lease Premises*, the performance of any work described in Section 3.01. Upon request, the Village shall provide copies of all applicable permits to the District.

4.03 McKee House: ~~If fundraising efforts for the McKee House generate sufficient funds totaling \$400,000 by October 1, 2019; the Village agrees to pay a lump sum of \$25,000 to assist in the efforts to restore the structures. These funds will not be provided until the construction project is permitted by the Village. If fundraising efforts for the McKee House do not raise sufficient funds totaling \$400,000 by October 1, 2019 and~~ the McKee House

structures do not meet all applicable federal, state and local laws, and all District ordinances, rules and regulations, and is not occupied by October 1, 2022, it shall be demolished and the property restored to its natural state, both at the Village's sole expense. The Village may repurpose all materials of the McKee House structures as part of the demolition process.

4.04 Disorderly Persons: The Village shall not allow any disorderly person to remain on the *Lease Premises* and shall promptly notify the police to assist in the removal of disorderly persons if necessary.

4.05 Illegal Activities: The Village shall not unreasonably permit any illegal activity, of which it has notice, to be conducted upon the *Lease Premises*.

4.06 Maintenance and Repairs: The Village shall be solely responsible for maintaining the *Lease Premises* in a clean, safe and sanitary condition and for performing all maintenance and repairs, including, but not limited to, all structural repairs and maintenance of and repairs to HVAC systems, electrical systems, roofs, foundations, exterior and interior walls and ceilings, sidewalks, entry drives, well or water system, interior and exterior painting, windows, and exterior and interior doors. The Village shall not permit any debris, refuse, offensive matter, or any material or substance constituting a health or fire hazard to remain or accumulate on the *Lease Premises*. In addition, the Village shall perform all snow and ice removal for the *Lease Premises* only, but not the access to, or District's gas pump area.

4.07 Compliance with Regulations: If any of the structures on the Leased Premises do not comply with all state, federal, local laws, regulations and codes within five years of

the entry into this Agreement, then the structure(s) will be demolished at the sole expense of the Village and the land returned to its natural state acceptable to the District.

4.08 Utility and Service Charges: The Village shall be responsible for providing and paying for all utility services to the *Lease Premises*, including charges for gas, electric, and refuse removal. All utility and telephone service shall be in the Village's name. The Village waives any and all claims against the District for compensation for loss or damage caused by any defect, deficiency or impairment in any utility, water supply, drainage, water, well, heating or gas system, or in any electrical apparatus or wire serving the *Lease Premises*.

4.09 Safety: The Village shall be solely responsible for the safety of all persons working on or utilizing the *Lease Premises* and for ensuring that the *Lease Premises* are maintained at all times in a reasonably safe condition. In this regard, the Village shall promptly correct any unsafe condition or practice existing on the *Lease Premises*. The Village shall also fully cooperate with the District in the investigation of any illness, injury or death occurring on the *Lease Premises*, including providing a prompt written report thereof to the District's Executive Director.

4.10 Habitation: The *Lease Premises* shall not be used as living quarters.

4.11 Damage to Improvements: Subject to the provisions of Section 7.01, in the event any of the buildings situated on the *Lease Premises* or any of the current Improvements on the *Lease Premises* are damaged or destroyed in whole or in part, from any cause, the Village shall be solely responsible for all necessary repairs and restoration of the buildings or shall restore the property to its natural state to the satisfaction of the District.

4.12 Construction Activity: During the construction of any of the Improvements, or the repaving of the parking lot authorized by the District under Section 3.01 and 3.02, all construction activity shall be confined within the boundaries of the *Lease Premises*, including but not limited to, the movement and storage of equipment and materials. All surplus excavated materials and other debris resulting from the work shall be legally disposed of off of District property. No construction personnel shall be permitted outside the *Lease Premises* while engaged in construction activities. In the event the Village, its employees or agents, or any contractor or subcontractor engaged to perform work on the *Lease Premises* causes any damage to trees, shrubs, or other vegetation or landscaping or any improvements lying outside the *Lease Premises*, the Village shall pay the cost of replacement in the case of trees, shrubs or other vegetation, and in the case of landscaping or improvements, shall pay the cost of restoration and repair. Said costs shall be calculated at current replacement costs as determined by the District for all materials, labor and incidentals necessary for a complete restoration and repair. In addition to paying for the cost of restoration and repair the Village shall pay an additional 15% charge for administrative and supervision expenses.

4.13 The Village is not liable for any pre-existing contamination of the ground for the *Lease Premises*.

5.00 DISTRICT RIGHTS

5.01 Right of Entry: The District and its Licensees may enter upon the *Lease Premises* at any and all reasonable times for the purpose of determining whether the Village is complying with the terms and conditions of the Agreement, and for any other purpose

existing at the time of this contract including use of fuel pumps and incidental to the rights of the District under this Agreement.

5.02 Trails and Easements: The District reserves the right to establish trails on the *Lease Premises* and to grant or utilize easements, licenses or rights-of-way over, under, along and across the *Lease Premises* for utilities or for access to any portion of the Churchill Woods Forest Preserve, provided that the District shall exercise such rights in a manner which, if possible, will minimize interference with the operation of the *Lease Premises* for its intended purpose. In the event any action of the District prevents the Village from operating the *Lease Premises* in any or all manners set forth by this Agreement the Village may terminate the Lease and will not be responsible for demolishing structures on any portion of the *Lease Premises*, if the Village has fully complied with all other provisions of the Lease.

6.00 DISTRICT RESPONSIBILITIES

6.01 Parking: The District agrees to allow the shared use of the parking lot adjacent to the McKee House to meet overflow parking needs as necessary. In addition, the District will not prohibit the Village from permanently removing the circle driveway adjacent to the McKee House.

a. The Village shall also be responsible for ice and snow removal for all parking areas included in the *Lease Premises*. Village may elect not to plow the McKee house circle driveway at their discretion.

b. The parking lot as well as any walks constructed by the Village, shall be available for use by the District and by the general public as a means of gaining access to the adjacent Churchill Woods Forest Preserve.

6.032 Annexation: The District expressly agrees pursuant to 70 ILCS 805/503 to the annexation of property contiguous to Glen Ellyn up to and including the lease structures by no later than April 1, 2019. This would include annexing two parcels as shown on Exhibit 3. The District will execute and file the necessary annexation petition and provide proof of ownership and a legal description of the property to be annexed upon request of the Village. The Village will select legal counsel for annexation and be responsible for all legal costs.

7.00 INDEPENDENT CONTRACTOR

7.01 Independent Contractor Insurance and Indemnification: If any work not involving an emergency or routine maintenance is performed by an independent contractor on the *Lease Premises*, the Village shall, prior to letting the work for bid or prior to the commencement of such work, whichever is earlier, notify the District in writing of the nature of the work and obtain from the independent contractor such insurance coverage and indemnification as the District deems reasonably necessary for its protection.

7.02 Foreclosure: The Village shall defend, indemnify and hold harmless the District from all damages, suits, liabilities, costs, and expenses, in law or equity, including reasonable attorney fees, arising from any action brought by a mechanic, laborer or materialman in an action for foreclosure of mechanic's liens filed upon the *Lease Premises* as a result of the performance of labor or provision of materials thereon at the request of the Village. In the event a judgement or settlement is rendered in favor of the claimant in any such action, the Village shall promptly obtain full satisfaction thereof through payment of all sums due thereon.

8.00 DESTRUCTION OF THE *LEASE PREMISES*

8.01 Election by the Village: If one or more of the buildings on the *Lease Premises* are totally or partially destroyed by fire, earthquake, flood, storms, war, insurrection, riot, public disorder or any other cause or casualty so as to prevent the Village from utilizing the *Lease Premises* for the purposes specified in Section 2.01, the Village may, at its option, terminate this Agreement. If the Village desires to restore the building or buildings, this Agreement shall continue in full force and effect. The District shall not be responsible for any restoration or repair costs whatsoever resulting from the total or partial destruction of any buildings.

8.02 The Village is not liable for any pre-existing contamination of the ground for the *Lease Premises*.

9.00 INSURANCE

9.01 General Requirements: Except as otherwise provided, the Village or any subleasee shall procure, maintain and keep in force for the term of this Agreement policies of property, liability and workers' compensation and employer's liability insurance. Such policies shall be issued by companies authorized to do business in the State of Illinois and approved by the District. The policies to be provided and maintained by the Village are as follows:

- (a) Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit; \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial general liability insurance shall provide coverage for all liability for bodily injury, sickness, death and property damage arising from activities conducted on the *Lease Premises* and shall include coverage for contractual liability for the obligations

assumed by the Village under Section 6.01. The commercial general liability insurance shall include an endorsement naming the District as an additional insured.

(b) Commercial automobile liability insurance with limits of not less than \$1,000,000 per accident bodily injury/property damage combined single limit covering the Village's owned, non-owned and rented vehicles.

(c) Umbrella/Excess liability insurance with limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit. The Umbrella/Excess insurance shall provide coverage in excess of the insurance specified in subsections (a) and (b) above and shall either include an endorsement naming the District as an additional insured or provide "following form" coverage.

(d) Property insurance providing coverage against fire and extended coverage perils for all of the buildings on the *Lease Premises*. The property coverage shall cover losses on a replacement cost basis.

(e) Workers' compensation and employer's liability insurance, including coverage for occupational diseases, covering all the Village's employees who perform work on the *Lease Premises*. Limits for workers' compensation shall be those required under the applicable workers' compensation statutes for the State of Illinois. Limits for the employer's liability coverage shall be not less than \$500,000 each accident/injury; \$500,000 each employee/disease \$500,000 policy limit.

The limits specified above shall apply during the first five years of this Agreement. Thereafter, the District shall annually have the right to revise the limits as it deems reasonably necessary for its protection.

9.02 Evidence of Insurance: The Village shall furnish to the District two copies of a Certificate of Insurance for each of the coverages specified in Section 9.01. In addition, when requested the Village shall furnish copies of the actual policies and endorsements showing the coverages enumerated herein to be provided by the Village. All such certificates and policies shall provide that no change, modification, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company or companies to the District.

9.03 Hold Harmless: The Village shall defend, save, keep and hold harmless the District, its elected officials, officers, employees, agents, engineers and consultants, from any and all claims, liabilities, causes of action, losses and damages that may at any time arise or be claimed by any person or entity, including the officers, employees and agents of the Village or its sub-consultants, or the elected officials, officers, employees, agents, engineers and consultants of the District, as a result of bodily injury, sickness, disease, death or property damage allegedly arising out of or any manner connected with, directly or indirectly, the Work to be performed under this Contract, whether performed by the Village, its employees, agents or sub-consultant, when such bodily injury, sickness, disease, death or property damage is allegedly caused by an act or omission to act on the part of the Village, its employees, agents or sub-consultant, that constitutes, without limitation, negligence or intentional infliction of harm. In the event any person obtains a judgment or settlement against the District or any of its elected officials, officers, employees, agents, engineers or consultants by reason of any of the aforementioned acts or omissions on the part of the Village or its employees, agents or sub-consultants, the Village shall indemnify the District in the amount of said judgment or settlement and for

all costs and expenses related thereto that may be incurred by the District, including, without limitation, reasonable attorney and expert witness fees. Nothing in this Section shall preclude the District or its elected officials, officers, employees, agents, engineers or consultants from electing to defend any claim or cause of action through the use of their own attorneys and experts, provided that written notice thereof is promptly served upon the Village. In such case, the Village shall, in addition to providing indemnification for any settlement or judgment as set forth above, pay all costs and expenses incurred in the defense of the claim or cause of action, including, without limitation, reasonable attorney and expert witness fees. The Village's obligation to defend, hold harmless and indemnify the District as set forth in this Section shall survive the expiration or termination of the Contract.

9.04 Operation of Lease Premises: Operation of the *Lease Premises* shall not commence until the Village has complied with the aforementioned insurance requirements, and shall be suspended during any period that the Village fails to maintain said policies in full force and effect. Additionally, in the case of the Village's failure to maintain the required insurance coverages the District may, at its discretion, either terminate this Agreement or procure such insurance and pay all premiums in connection therewith, and may thereafter charge said premiums to the Village. The Village shall pay the bill submitted by the District within 10 days of service thereof as provided for in Section 16.01.

9.05 Risk Management Pool: The Village's participation in a risk management pool which provides coverage in the amounts specified in Section 9.01 (or the amounts which may be established annually by the District) shall constitute an acceptable substitute for

the insurance coverages herein, provided that the Village furnishes written evidence of its participation.

10.00 DISCRIMINATION PROHIBITED

10.01 Equal Opportunity: In operating the *Lease Premises*, the Village shall comply with the provisions of the Illinois Human Rights Act, 775 ILCS 5/1-01 *et seq.*, and with all rules and regulations established or enacted by the Department of Human Rights. The Village further agrees that it will not deny employment to any person or refuse to enter into any contract for the performance of any work or service of any kind by, for or on its behalf with respect to the operation of the *Lease Premises* on the grounds of unlawful discrimination as defined in the Illinois Human Rights Act.

10.02 ADA Compliance: In operating the *Lease Premises*, the Village shall comply with all applicable provisions of the Americans with Disabilities Act of 1990, and the rules and regulations related thereto. The Village shall be responsible for ensuring structural compliance with the Americans with Disabilities Act.

11.00 LIQUIDATED DAMAGES

11.01 The Village shall deposit \$100,000 for liquidated damages with the District prior to this Amended Agreement becoming effective. This deposit shall be returned to the Village upon either the McKee House being restored and occupied or upon the McKee House being demolished and the land restored to the satisfaction and standards of the District.

12.00 TERMINATION

12.01 For Cause: The District shall have the right to terminate this Agreement for cause if the Village fails to comply with any provision in Section 4.00 *et seq.* In the event of a default, the Village shall have 30 days following the effective date of service of the

District's notice of default within which to ~~c~~ure the violation. If the Village fails to cure the default to the District's satisfaction within said 30-day period, this Agreement shall automatically terminate. The District shall have the right to rent the *Lease Premises* without notice or process of law and take possession thereof, including any Improvements constructed or installed by the Village. The liquidated damages shall then become the sole property of the District without further notice or action.

142.02 Waiver: A waiver by the District of any default of one or more of the terms of this Agreement on the part of the Village shall not constitute a waiver of any subsequent or other default of the same or other term, nor shall the failure on the part of the District to require exact, full and complete compliance with any of the terms contained herein be construed as changing the terms of this Agreement or stopping the District from enforcing full compliance with the provisions herein. No delay, failure or omission of the District to reenter the *Lease Premises* or to exercise any right, power, privilege or option arising from any default shall impair any right, privilege or option, or be construed as a waiver or acquiescence in such default or as a relinquishment of any right. No option, right, power, remedy or privilege of the District shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, power, privileges and remedies given the District under this Agreement and by law shall be cumulative.

13.00 EVENTS OF DEFAULT

13.01 Abandonment: The unauthorized abandonment or vacation of the *Lease Premises* by the Village for more than 30 days in any 45-day period during the period of scheduled operations.

123.02 Failure to Maintain: The failure on the part of the Village to maintain the *Lease Premises* in a clean, sanitary and safe state of repair where such condition continues for more than 30 days after written notice from the District's Executive Director specifying the violation and/or environmental concerns. The \$100,000 deposited with the District as liquidated damages shall then become the sole property of the District without further notice or action. When the *Maintenance Building* is not compliant with Section 2.01 for more than 90 days the Village shall demolish the structure and restore the land to its natural state at the Village's sole expense.

13.03 Discrimination: A determination by the appropriate state or federal regulatory agency that the Village has engaged in unlawful discrimination in violation of state or federal laws where action to correct or mitigate the violation is not promptly taken. Such corrective or mitigation action shall be suitable to the regulatory agency making a finding of discrimination.

13.04 Failure to Perform: The failure of the Village to keep, perform and observe all other promises, covenants and conditions set forth in this Agreement, including, but not limited to, the failure to construct the Improvements to bring all buildings into compliance with federal, state and local laws, rules and regulations. This shall be termination for cause as set forth in ChapterSection 12.

13.05 Revocation of Occupancy Permit: Revocation by the applicable regulatory authority of the certificate of occupancy for the *Lease Premises* because of a defect which cannot be cured by the Village within a reasonable time.

14.00 SURRENDER

14.01 Restoration of Lease Premises: Except as provided in Section 5.02, the Village shall demolish and remove the *McKee House*, *Maintenance Building* or any other structure and the parking lot and all other additional Improvements constructed or installed by the Village on the *Lease Premises* and shall restore the *Lease Premises* to a natural area acceptable to the District when the Lease for that structure or those structures is abandoned or the Lease is terminated. ~~All costs associated with the demolition and restoration work shall be paid by the Village.~~

134.02 Vacation of Lease Premise: If either (a) this Agreement is terminated by the Village for cause due to a default on the part of the Village as specified in Section 11.00; (b) the Village determines not to seek a renewal of this Agreement for an additional term at the expiration of the original term of this Agreement; or (c) the Village elects to renew this Agreement for an additional term and that term expire, the Village shall promptly vacate the *Lease Premises*.

15.00 INTERPRETATION

15.01 Headings: The headings herein contained are for convenience and reference only and are not intended to limit the scope of any section.

16.00 ENFORCEMENT

16.01 Responsibility: The District's Executive Director shall be responsible for the enforcement of this Agreement on behalf of the District and shall be assisted therein by such officers and employees of the District as the Executive Director deems necessary.

17.00 ATTORNEY FEES AND COSTS

17.01 Recovery of Costs: In the event the District is required to institute any proceeding or action, whether at law or in equity, to enforce any provision of this Agreement, the

prevailing party shall be entitled to recover all its costs and expenses incurred in connection with said proceeding or action including, but not limited to, reasonable expert witness and attorney fees.

18.00 NOTICES

18.01 Requirements: All notices required to be given under the terms of this Agreement shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by certified or registered mail, return receipt requested, property addressed with postage prepaid. Notices served upon the District shall be directed to the Executive Director, Forest Preserve District of DuPage County, 3S580 Naperville Road, Wheaton, Illinois 60189. Notices served upon the Village shall be directed to the Village Manager, Village of Glen Ellyn, 535 Duane Street, Glen Ellyn, Illinois 60137. Notices served personally shall be effective upon receipt and notices served by mail shall be effective upon receipt as verified by the United State Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this section.

19.00 RECORDATION

19.01 Filing with Recorder of Deeds: The Village may, at its cost, record this Agreement in the Office of the Recorder of Deeds, DuPage County, Illinois. The Village shall provide the District with a copy of the recorded document.

20.00 ENTIRE AGREEMENT

20.01 Integration: The provisions set forth herein constitute the entire agreement between the parties for the leasing of the *Lease Premises* and supersede any prior

representations, promises or agreements, whether oral or written, as it is the intention of the parties to provide for a complete integration within the terms of this agreement.

20.02 Modifications: This Agreement may be modified only by further written agreement specifically referring to this section. Any such modification shall not be effective unless duly approved by the corporate authorities of each party.

20.03 Execution: This Agreement shall be executed in duplicate, and each party shall retain a fully executed copy, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have entered into this Lease Agreement as of the ____ day of _____, 2020.

Forest Preserve District of DuPage County
3S580 Naperville Road
Wheaton, IL 60189-8761

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

President

President

Attest

Attest



**Glen Ellyn Village
Board**

535 Duane Street
Glen Ellyn, IL 60137

Meeting 11/9/2020 7:00 PM
Department: Community Development
Department Head: Staci Springer
Category: Public Hearing
Prepared By: Kelly Purvis

**AGENDA ITEM (ID
2020-637)**

DOC ID: 2020-637

**Ordinance No. 6811, An Ordinance Approving Annexation
Agreements for the Properties Located at 0N276 Cumnor Avenue
(proposed address 544 Cumnor Avenue), 0N282 Cumnor Avenue
(proposed address 548 Cumnor Avenue), 21W518 Fairway Street
(proposed address 944 Fairway Street), and 21W536 Acorn Avenue
(proposed address 936 Acorn Avenue) Glen Ellyn, IL 60137**

Statement of the Issue:

See attached Memo & Ordinance

Analysis:

See attached Memo & Ordinance

Budget Impact:

See attached Memo & Ordinance

Action Requested:

See attached Memo & Ordinance

Attachments:

1. VB Memo Annexation and AA
2. Location & Zoning Map
3. Draft Village Board Meeting Minutes - September 28, 2020
4. Petitioners' Applications for Annexation
5. Notice of Annexation & Annexation Agreement Final
6. Affidavit of Service Notice
7. Ordinance Approving the Annexation Agreements
8. Exhibit A1-A4 - Annexation Agreements

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Kelly Purvis, Village Planner

DATE: October 29, 2020

FOR: November 9, 2020 – Village Board Meeting

SUBJECT: Consideration of Annexation Agreements and Annexation Petitions for the properties commonly known as 0N276 Cumnor Avenue, 0N282 Cumnor Avenue, 21W518 Fairway Street and 21W536 Acorn Avenue

Background: Owners of the subject properties located at 0N276 Cumnor Avenue, 0N282 Cumnor Avenue, 21W518 Fairway Street and 21W536 Acorn Avenue have petitioned the Village for annexation so that their properties can be connected to the Village water and sanitary sewer mains. The properties are generally located east of the Enclaves Subdivision, north of Hill Avenue (see attached zoning & location map). All of the properties are currently in unincorporated DuPage County and are contiguous to the Village limits. The Village is in the process of extending the water and sewer mains in the Cumnor Avenue right-of-way as approved by the Village Board on September 28, 2020 (see attached minutes). Upon completion of the water and sewer main extension project, both utilities will be available in public right-of-way adjacent to the subject properties.

Staff has drafted annexation agreements for the Village Board's consideration that include provisions which would require the petitioners to pay annually toward the cost of their proportionate share of the extended water and sanitary sewer mains and to connect to the mains within six months. The property located 21W518 Fairway Street is required to be connected within 3 years, due to some planned construction on the property, but the owners will begin paying for their proportionate share of the mains in 2021 along with the other property owners.

Upon annexation, the properties would be rezoned R2 Residential District, consistent with the surrounding incorporated properties. Section 10-3-3 of the Zoning Code allows the Community Development Director to automatically designate this classification without a public hearing. Upon annexation, the property will be subject to all of the Village's Codes and Ordinances generally applicable to all other properties in the Village.

The Village has held several meetings over the years with the residents on Cumnor Avenue, Acorn Avenue, Fairway Street, and Walnut Road regarding the extension of Village utilities (water and sewer mains) and annexation to the Village. In the past, most of the property owners in this area have been uninterested in paying the cost to extend the utilities from Hill Avenue through the subdivision and the extra costs associated with becoming a part of the Village. However, as part of the approval of the Enclaves Subdivision in 2016, the developers of that project extended Village water and sanitary mains north from Hill Avenue to the corner of

Cumnor Avenue and Fairway Street and then west into the Enclaves Subdivision. Since the water and sewer mains are much closer now, there have been several residents on Cumnor Avenue, Acorn Avenue and Fairway Street that have expressed an interest in connecting to Village utilities and annexing. There are 11 properties that will be benefitted by the utility extension project. Upon completion of the utility extension project, staff will bring forward an ordinance for the Village Board's consideration detailing the cost for any future connections, should the remaining benefitted property owners have an interest in connecting at a future date.

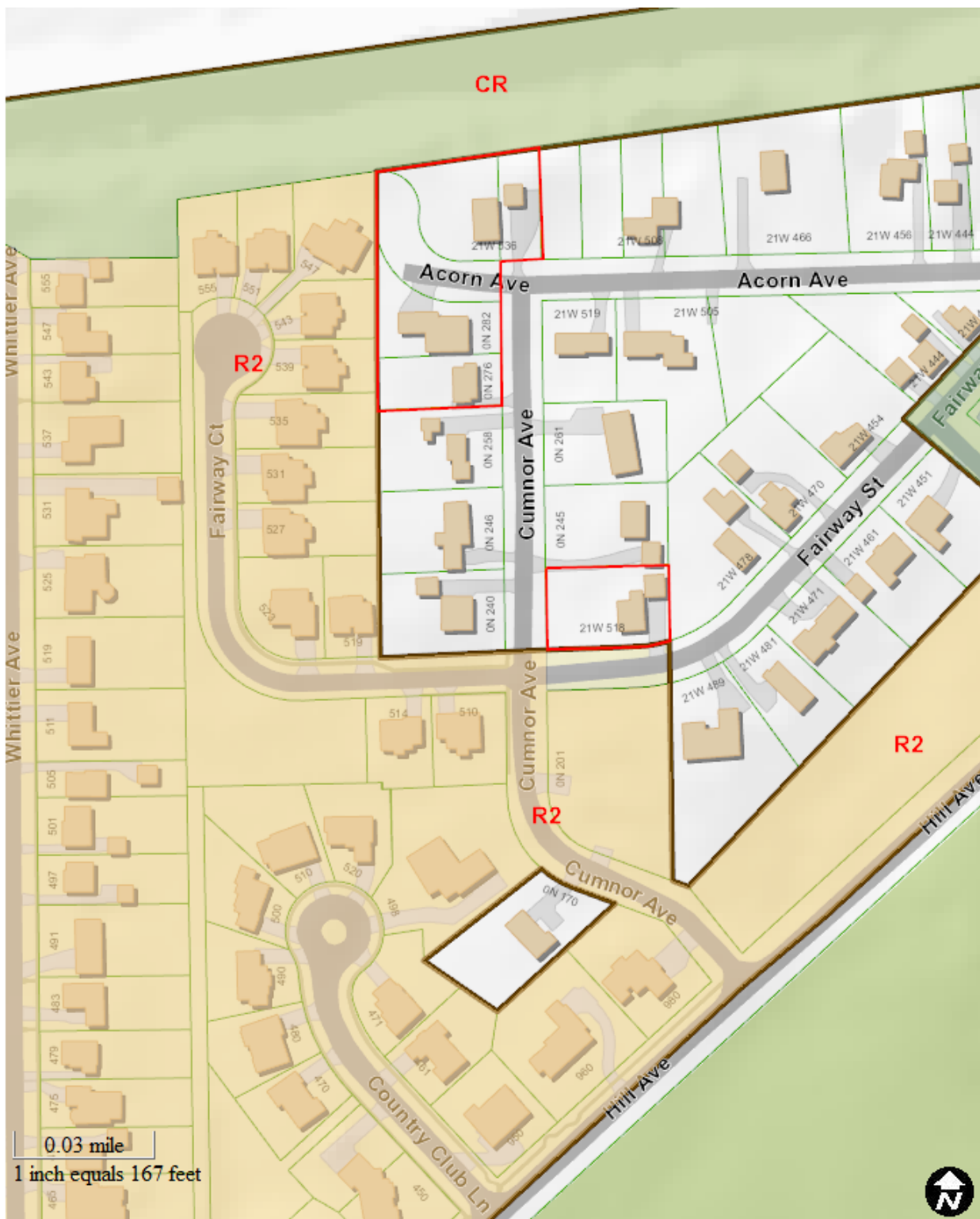
Village Board Action: The Village Board is being asked to consider the annexation agreements and petitions for annexation of the subject properties. Draft Ordinances approving the annexation agreement and the annexation have been prepared for the Village Board's consideration at the November 9, 2020 meeting.

Attachments:

- Location Map & Zoning Map
- Draft Minutes from the 9-28-2020 VB Meeting
- Petitioners' Applications to Annex
- Notice of Annexation Agreement and Annexation
- Affidavit of Service of Notice & Service List
- Draft Ordinance Approving Annexation Agreement
- Annexation Agreements – Exhibit "A-1" to "A-4" to the Annexation Agreement Ordinance
- Draft Ordinance Approving Annexation
- Petitions for Annexation – Exhibit "A-1" to "A-4" to Annexation Ordinance
- Plats of Annexation – Exhibit "B-1" and "B-2" to Annexation Ordinance

cc: Staci Springer, Director of Community Development
Philip Norton, Chief of Police
Christina Coyle, Finance Director
Julius Hansen, Public Works Director
Chris Clark, Fire Chief
Jeff Vesevick, Recreation Director
David & Sandra Crane, Petitioner
Dennis Anest & Susan Nies, Petitioner
Bruce Filippi, Petitioner
Tom Wiesenmayer, Petitioner

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Map created on October 29, 2020.

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The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law.

Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.



Minutes
Village of Glen Ellyn
Glen Ellyn Village Board
Regular Meeting
Monday, September 28, 2020
7:00 PM
Glen Ellyn Civic Center, Galligan Board Room

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call

Attendee Name	Title	Status	Arrived
Diane McGinley	Village President	Present	
Bill Enright	Village Trustee	Present	
Gary Fasules	Village Trustee	Present	
Craig R. Pryde	Village Trustee	Present	
Kelli E. Christiansen	Village Trustee	Present	
Steve Thompson	Village Trustee	Present	
Mark Senak	Village Trustee	Present	
John Chereskin	Village Clerk	Present	
Mark Franz	Village Manager	Present	
Greg Mathews	Village Attorney	Present	
Meredith Hannah	Economic Development Coordinator	Present	
Christina Coyle	Finance Director	Present	
Julius Hansen	Public Works Director	Present	
Staci Springer	Director	Present	
Phil Norton	Chief of Police	Present	
Rich Daubert	Professional Engineer	Present	
Frank Frasco	Equipment Services Superintendent	Present	

D. Audience Participation

1. Open:

1. Patrick Kronenweski, spoke regarding the annexation proposal for Taylor Avenue. Mr. Kronenweski stated he is not opposed to the proposed annexation, except that it increases the likelihood his home may be forced to annex in the future.

Community Development Director Springer stated the annexation mentioned is a voluntary annexation. Community Development Director Springer also noted at this point, the Village Board and staff are not pursuing forced annexations for the surrounding properties.

2. Village Clerk Chereskin stated the Village Board has received 16 messages/comments regarding horse drawn carriage rides in Glen Ellyn. Village Clerk Chereskin stated 14 of the message were against the carriage rides while two were in favor.

E. Presentation

1. Finance Director Coyle will lead a discussion on commuter and merchant permit fees for 2021.

Finance Director Coyle provided a presentation regarding the 2021 commuter and merchant permit parking fees. Finance Director Coyle asked the Village Board if they would like to keep the fee rate the same for 2021 and if they would like to provide a discount for 2021.

Trustee Enright stated he is in favor of keeping the fee rate the same and for providing a 50% discount.

Trustee Pryde stated he is in favor of keeping the fee rate the same and is unsure about providing a discount.

Trustee Thompson stated he is in favor of keeping the fee rate the same and for providing a 25% discount.

Trustee Christiansen stated she is in favor of keeping the fee rate the same and for providing a 10-25% discount.

Trustee Fasules stated he is in favor for an increase in fee rate (not until June 1, 2021) and suggested commuters can submit a deposit to reserve their spots.

Trustee Senak stated the Village still has the cost of maintaining Village lots, and still need revenue to do so. Trustee Senak stated there should not be an increase, but is not in favor of waiving fees. Trustee Enright stated he is in support of a 25% discount for 2021.

President McGinley stated the majority of the Village Board is in favor of keeping the same fee rate and is in favor of providing a 25% discount.

RESULT:	DISCUSSION ONLY
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- 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:

RESULT:	APPROVED [6 TO 0]
MOVER:	Steve Thompson, Village Trustee
SECONDER:	Bill Enright, Village Trustee
AYES:	Enright, Fasules, Pryde, Christiansen, Thompson, Senak
PRESENT:	McGinley

Motion to approve the following items including Payroll and Vouchers totaling \$2,365,068.95. These agenda items have been reviewed by the Management Team & Village Attorney and are consistent with the Village's Purchasing Policy (Trustee Thompson)

1. Total Expenditures (Payroll and Vouchers) - \$2,365,068.95

2. Motion to Approve the Updated Facade Improvement Award Program and Downtown Retail Interior Improvement Award Program (Economic Development Director Hannah)
3. Ordinance No. 6808, An Ordinance Granting Exterior Appearance Approval For the property located at 26 Newton Avenue (Community Development Director Springer)
4. Ordinance No. 6807, An Ordinance Approving Variations from the Supplementary Regulations of the Zoning Code to Allow Construction of a Five-Foot Fence on the Property at 11 - 37 Briar Street (Community Development Director Springer)
5. Motion to Authorize the Village Manager to Execute an Amendment to the Comprehensive Plan Contract in an Amount not to Exceed \$18,180, to be Expensed to the Corporate Reserve Fund (Community Development Director Springer)

Trustee Senak stated he would like to see an increase in amount of public input for the draft Comprehensive Plan and is support of providing more opportunities for public input.

Trustee Fasules recommended staff record the Zoom meetings held for the Comprehensive Plan and post them on the Village website.

6. Authorize the Village Manager to Execute a Contract for a Downtown 3D Immersive Model with Houseal Lavigne Associates in the Amount of \$33,250, to be Expensed to the Central Business District TIF Fund (Community Development Director Springer)
7. Motion to authorize the Village Manager to execute a contract with John Neri Construction Company of Addison, Illinois, in the amount of \$374,218 for the Cumnor Avenue Improvement Project, to be expensed to the Capital Projects and Water & Sewer Funds (Public Works Director Hansen)

Public Comment

1. Dennis Anest, thanked the Village Board for having this item on the agenda and for the continued support and work to assist with these much needed improvements.
2. David Crane, thanked the Village Board for having this item on the agenda and for the continued support and work to assist with these much needed improvements.
8. Motion Pursuant to Section 1-10-7 of the Glen Ellyn Village Code to Adopt the Competitive Bidding Procedures of Sourcewell in Lieu of the Provisions of Chapter 10 on Village Contracts and Approve the Purchase of One (1) JCB 270 Skid Steer Loader from Casey Equipment of Arlington Heights, Illinois, in the Amount of \$46,675 and One (1) Case 721G Wheel Loader from McCann Industries of Addison, Illinois, in the Amount of \$175,853, to be Expensed to the Equipment Services Fund (Public Works Director Hansen)

9. Motion Pursuant to Section 1-10-7 of the Glen Ellyn Village Code to Adopt the Competitive Bidding Procedures of the Suburban Purchasing Coop in Lieu of the Provisions of Chapter 10 on Village Contracts and Approve the Purchase of Three (3) Hybrid Ford Escapes from Currie Motors of Frankfort, Illinois, in the Amount of \$77,280, to be expensed to the Equipment Services Fund (Public Works Director Hansen)

Trustee Senak stated he is glad to see the Village making steps to reduce its carbon footprint, and is glad to see the Village moving towards hybrid vehicles. Trustee Senak asked if the move to hybrid vehicles is a shift in policy.

Village Manager Franz stated the fleet is discussed several times through the year, typically around budget review time. Village Manager Franz stated the first priority is to make sure the newly purchased vehicles meet the needs of the Village.

Equipment Services Superintendent Frasco stated the Village has had hybrid vehicles since 2007. Equipment Services Superintendent Frasco stated there are three additional hybrid vehicles in the budget for the 2021. Equipment Services Superintendent Frasco stated he is always looking at alternative fuel vehicles.

Trustee Senak thanked Equipment Services Superintendent Frasco for moving towards having a greener fleet.

- G. COVID-19 Award Program (Presented by Economic Development Director Hannah) (Trustee Christiansen)
 1. Motion to approve the creation of a COVID-19 Support Grant Program to be funded from Glen Ellyn's CARES Act Funding from DuPage County and expensed to the General Fund

Economic Development Coordinator Hannah stated during the September 21, 2020 Village Board Workshop, staff presented to the Village Board recommendations for updating the Village of Glen Ellyn Economic Incentive Awards to assist with the COVID-19 pandemic expenses. Based on feedback from the Village Board, staff is recommending the creating of a COVID-19 Grant Program to assist businesses with the various expenses they have incurred to remain open.

Economic Development Coordinator Hannah stated the funding and program requirements are outlined as the following:

1. Staff recommends allocating \$150,000 from the CARES Act funding the Village has earmarked from the County.
2. Because the CARES funding is required to be distributed by December 31, 2020, staff is recommending applications for this new program be submitted by December 1, 2020 for review.
3. Grants will be distributed on first come, first serve basis through December 1, 2020, or until all \$150,000 have been distributed, whichever occurs first.
4. Grants may be a minimum of \$2,000 and a maximum of \$5,000.
5. Bricks and mortar businesses open and in operation prior to March 1, 2020 and located within the corporate limits of the Village of Glen Ellyn are eligible for a grant.
6. Applicants must have a minimum of 1-year remaining on their lease.

7. Expenses must have a minimum budget of \$2,000.
 8. Grant applicants will be reviewed on a case by case basis.
 9. The determination of eligibility and priority from grants is at the discretion of the Village Board, is subject to the scope of the work completed and is subject to fund availability.
 10. This program provided grants to supplement business owners' expenses incurred during the COVID-19 pandemic. Eligible expenses include but are not limited to:
 - Signage regarding COVID-19 safety procedures, including floor decals, wall signage and other necessary messaging;
 - Safety partitions;
 - Website/Point of Sale system upgrades and purchases related to enhancing or improving on-line/touchless sales;
 - Purchase and/or rental of outdoor furniture, tents, heaters or other items to extend outdoor dining opportunities;
 - Other purchase related to COVID-19 safety precautions (this excludes PPE)
- Trustee Thompson Stated this is a great program and award and is favor of it.
Trustee Christiansen thanked staff for putting this together and stated it will be helpful for businesses.

Trustee Pryde stated he is in support of this program.

Trustee Fasules stated he is in support of this program.

Trustee Senak stated he supports this plan, but would like to offer businesses more money, if possible. Finance Director Coyle stated if there are additional requests, staff can come back to the Village Board to request additional grant funding.

Public Comment

1. Dave Hawley of The Beer Cellar, stated the Village has been great and appreciates everything the Village has done so far to support businesses. Mr. Hawley stated he agrees with Trustee Senak, and would like additional funding for this grant, if possible.

RESULT:	APPROVED [6 TO 0]
MOVER:	Kelli E. Christiansen, Village Trustee
SECONDER:	Steve Thompson, Village Trustee
AYES:	Enright, Fasules, Pryde, Christiansen, Thompson, Senak
PRESENT:	McGinley

H. Train Station Update and Amendment No. 3 (Presented by Professional Engineer Daubert) (Trustee Thompson)

1. Public Works Professional Engineer Daubert will provide an update on the Glen Ellyn Metra Station and Multimodal Access Improvements Project.

Professional Engineer Daubert provided an update regarding the Glen Ellyn Metra Station and Multimodal Access Improvements project. Professional Engineer Daubert provided a project status update, information on environmental review background and details on the proposed Amendment No. 3 task outline and schedule.

Ben Harber of CDM Smith provided an update on the Glen Ellyn Metra Station and Multimodal Access Improvements project. Mr. Harber provided an update regarding the environmental review of a historic district, and provided details on the additional steps the Village and CDM Smith have taken through the environmental review process. Mr. Harber also provided details on the proposed Amendment No. 3 task outline and schedule.

Trustee Thompson asked if the historical review will impact the timeline of the project and if it may cause the Village to lose funding for the project. Mr. Harber stated the current timeline is possible to maintain even with the extra review. Mr. Harber stated the funding for this project will last for many years, and a change in the timeline of the project should not impact the funding.

Trustee Enright asked if the structure is historical because it was built over 50 years ago. Mr. Harber stated once a structure is over 50 years old, the structure requires more items to be reviewed. Trustee Pryde asked why 3rd party consultants are being used and what they are exactly consulting on. Mr. Harber stated having a 3rd party consultant is requested and recommended by the State.

Trustee Senak stated he is concerned the funding will not be available from the State and Federal Government due to the COVID-19 pandemic. Professional Engineer Daubert stated that has been zero indication funding will not be provided.

RESULT:	DISCUSSION ONLY
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2. Motion to authorize the Village Manager to execute Amendment No. 3 to the Glen Ellyn Metra Station Architectural Services and Phase I Engineering Agreement with CDM Smith of Chicago, Illinois in the not-to-exceed amount of \$158,280, to be expensed to the Capital Projects Fund.

RESULT:	APPROVED [6 TO 0]
MOVER:	Steve Thompson, Village Trustee
SECONDER:	Bill Enright, Village Trustee
AYES:	Enright, Fasules, Pryde, Christiansen, Thompson, Senak
PRESENT:	McGinley

- I. Civic Center Parking Garage (Presented by Professional Engineer Daubert) (Trustee Thompson)
 1. Motion to authorize the Village Manager to execute the necessary change orders to amend the Revised GMP 1 for the Civic Center Public Parking Garage from \$16,105,628 to \$16,543,318, to be expensed to the Parking Fund.

Professional Engineer Daubert, Candace Small of Mortenson and Ray Beckman of Mortenson provided an update on the Civic Center Parking Garage project including a timeline and budget update. Professional Engineer Rich Daubert, Candace Small of Mortenson and Ray Beckman of Mortenson also provided updated plans and options for the pedestrian access from the Civic Center Parking Garage and Main Street.

Trustee Enright asked if the pedestrian access/plaza will cost \$641,000. Professional Engineer Daubert stated that the \$637,000 proposed for the pedestrian access/plaza is a placeholder.

Trustee Fasules stated it is important that the north and south wall match, as he does not want the project to look unfinished.

Trustee Pryde stated it is possible to stain the wall at Katy's to match the wall at Sushi Ukai.

Trustee Senak stated he is opposed to spending money to complete the construction of the Civic Center Parking Garage at an earlier date. Trustee Senak stated the design of the pedestrian access/plaza is not what is needed in that area. Trustee Senak stated the pedestrian access/plaza should be used to create an attraction for residents and visitors. Trustee Senak stated he is not ready to bring these plans to the Plan Commission.

Trustee Thompson stated he likes the idea of a wider brick plaza. Trustee Thompson stated he understands where we are with the Katy's storage, and the rendering looks good. Trustee Thompson stated the design looks good, but wants to know if it is possible to move the AC units to the top of the buildings so they are out of the way.

Village Manager Franz stated it is not possible to move the AC units to the top of the buildings, but they will be blocked with gates.

Trustee Thompson stated he agrees with Trustee Fasules regarding the north and south walls and is in favor of an enhanced wall at Sushi Ukai. Trustee Thompson stated he agrees with Trustee Senak regarding that this should not just be a pedestrian walkway, but this space should be an attraction and possibly be used to hold events.

Trustee Christiansen stated it is hard to react to options of designs without a budget in place. Trustee Christiansen stated she likes the ideas presented, but would like to set a budget first and then build a design around that budget.

Trustee Enright stated there are aspects of the design that we can cut back on to save money and that he would like to see a budget set first.

President McGinley stated at this time there are four Trustees who are looking to do as much as possible to the pedestrian access/plaza and these Trustees would like to make it a focal point. President McGinley also stated there are two Trustees who would like to set a budget first.

Professional Engineer Daubert stated he would like to see a motion to approve the revised GMP if staff and the design team are on the right track with the design.

Trustee Pryde stated he likes where the design is going. Trustee Pryde also stated the focus should be on creating a framework and art and additional designs are the final piece.

Trustee Enright stated he is not comfortable with spending the additional money of the pedestrian access/plaza. Trustee Enright stated he is comfortable with spending the original budget of \$225,000 and potentially up to \$400,000, depending on the design.

Trustee Christiansen stated she would like to see a budget for the pedestrian access/plaza before design work continues. Trustee Christiansen stated she is comfortable with a budget of no more than \$500,000.

Trustee Thompson stated he agrees with Trustee Pryde, and that the Village Board should approve what is proposed.

Trustee Fasules asked if the bare minimum was complete for the pedestrian access/plaza, would other items be included in the Streetscape project. Village Manager Franz stated this is an architectural decisions, and would not be included in the Streetscape project.

Trustee Fasules stated he has not seen the right idea proposed yet.

Community Development Director Springer stated the art located in the pedestrian access/plaza is intended to be replaced every few years. Community Development Director Springer also stated staff looked at the cost of moving utilities to roof, which was not cost effective.

Village Manager Franz stated that at the last discussion regarding the pedestrian access/please, the Village Board directed staff that the primary function is to get to the parking garage and to allow for outdoor dining. Village Manager Franz stated staff would like to work with restaurants regarding the design for outdoor dining options.

Professional Engineer Daubert stated it is not possible to leave the wall in the condition it is in. Professional Engineer Daubert also stated the current design was created to match elements of the parking garage. Professional Engineer Daubert stated he is hoping to have more input by the Village Board before pavers are put into place.

Trustee Fasules stated he is in support of what is proposed.

Trustee Senak stated the increase in the GMP includes a portion to expedite the construction and a portion to increase the scope of work. Trustee Senak stated he would have liked to see those costs separated. Trustee Senak stated this is a great opportunity, and if we are going to do it, it should be done right. Trustee Senak stated he is not opposed to the proposed budget increase, but is not in favor of the current design for the cost.

RESULT:	DENIED [2 TO 4]
MOVER:	Steve Thompson, Village Trustee
SECONDER:	Bill Enright, Village Trustee
AYES:	Pryde, Thompson
NAYS:	Enright, Fasules, Christiansen, Senak
PRESENT:	McGinley

- J. Strategic Plan (Presented by Village Manager Franz) (Trustee Pryde)
1. Approval of the 2020-2022 Strategic Plan

RESULT:	APPROVED [5 TO 0]
MOVER:	Bill Enright, Village Trustee
SECONDER:	Kelli E. Christiansen, Village Trustee
AYES:	Enright, Pryde, Christiansen, Thompson, Senak
ABSTAIN:	Fasules
PRESENT:	McGinley

K. Reminders

1. A Village Board Meeting is scheduled for Monday, October 12, 2020.
2. A Village Board Workshop is scheduled for Monday, October 19, 2020.

L. Other Business

M. Adjournment

RESULT:	APPROVED [6 TO 0]
MOVER:	Bill Enright, Village Trustee
SECONDER:	Craig R. Pryde, Village Trustee
AYES:	Enright, Fasules, Pryde, Christiansen, Thompson, Senak
PRESENT:	McGinley

Respectfully Submitted, Lindsey Kaminsky Executive Assistant

Village of Glen Ellyn
Planning & Development Department
535 Duane Street
Glen Ellyn, IL 60137

Re: Annexation Application

Village Staff,

We are petitioning to be annexed into the village of Glen Ellyn in order to connect to the water main and sanitary sewer to be constructed in Cumnor and Acorn Avenues.

Sincerely,

A handwritten signature in black ink, appearing to read "David Crane". The signature is fluid and cursive, with the first name "David" and last name "Crane" clearly distinguishable.

David Crane
21W536 Acorn Avenue

ANNEXATION APPLICATION
Village of Glen Ellyn
Planning and Development Department

RECEIVED

MAY 25 2018

PLANNING DEPARTMENT
VILLAGE OF GLEN ELLY

CLEAR PAGE

Contact Information:

Property Owner:

Name: David & Sandy Crane

Address: 21 W 536 Acorn Ave.
Glen Ellyn, IL 60137

Phone: 630 542-8567

E-mail: dcrane61661@gmail.com

Attorney, Surveyor, Engineer, etc.:

Name: _____

Address: _____

Phone: _____

E-mail: _____

Property to be Annexed:

Address(es): 21 W 536 Acorn Ave
Glen Ellyn, IL 60137

PIN(s): 05-12-304-001

05-12-304-002

Required Submittals:

1. Annexation Application
2. Notarized Annexation Petition (attached)
3. Letter explaining the reasons for the requested annexation and any other pertinent information related to the annexation request
4. Plat of Survey
5. Proof of Ownership
6. Annexation Application fee and escrow account deposit (see below). The escrow account is established to cover the Village's out-of-pocket costs to process the annexation request including, but not limited to, attorney fees, public notice costs, public hearing minutes/transcripts, engineering fees, County recordation, and preparation of the plat of annexation.

Fee and Deposit to be paid by the property owner:

Cost

Annexation Application Fee
Single-family home \$250
All others \$1,000 per acre

250

Escrow Account Deposit
Single-family home \$1,000
All others to be determined by Director

1,000

May 1, 2018

Glen Ellyn Village Board,

My spouse Susan Nies and I request that our current homestead property at 0N282 Cumnor Ave, Glen Ellyn, IL 60137 be accepted for annexation into the Village of Glen Ellyn. We have been requesting this opportunity to hook up to Glen Ellyn (Lake Michigan) Water and Sanitary for over 15 years. With the new Fairway Court subdivision now adjacent to our property we hope this request will be granted.

You will find our Annexation Application, Petition for Annexation, Proof of Ownership (Tax Bill), and fees attached. We would greatly appreciate your consideration and approval of our request.

Sincerely,

Dennis J. Anest

A handwritten signature in black ink, appearing to read 'Dennis J. Anest', with a long horizontal flourish extending to the right.

0N282 Cumnor Ave

Glen Ellyn, IL 60137

630.632.3442

DennisAnest@gmail.com

ANNEXATION APPLICATION
Village of Glen Ellyn
Planning and Development Department

CLEAR PAGE

Contact Information:

Property Owner:

Name: DENNIS ANGST & SUSAN NIES

Address: DN282 CUMMOR AVE
GLEN ELLEN, IL 60137

Phone: 630.632.3442

E-mail: DANGST@EARTHLINK.NET

Attorney, Surveyor, Engineer, etc.:

Name: SCHLAF-SEIDIG & ASSOCIATES, INC

Address: 1030 SUMMERFIELD DRIVE
ROSELLE, IL 60172

Phone: 630.924.7100

E-mail: _____

Property to be Annexed:

Address(es): DN282 CUMMOR AVE PIN(s): 05-12-313-010
GLEN ELLEN, IL 60137

Required Submittals:

1. Annexation Application
2. Notarized Annexation Petition (attached)
3. Letter explaining the reasons for the requested annexation and any other pertinent information related to the annexation request
4. Plat of Survey
5. Proof of Ownership
6. Annexation Application fee and escrow account deposit (see below). The escrow account is established to cover the Village's out-of-pocket costs to process the annexation request including, but not limited to, attorney fees, public notice costs, public hearing minutes/transcripts, engineering fees, County recordation, and preparation of the plat of annexation.

Fee and Deposit to be paid by the property owner:

Cost

Annexation Application Fee
Single-family home \$250
All others \$1,000 per acre

\$ 250

Escrow Account Deposit
Single-family home \$1,000
All others to be determined by Director

\$500 + \$300 VACATION FEES

TOTAL \$1,050

ANNEXATION APPLICATION
Village of Glen Ellyn
Planning and Development Department

Contact Information:

Property Owner:

Attorney, Surveyor, Engineer, etc.:

Name: <u>Bruce Filippi</u>	Name: _____
Address: <u>D N. 276 Cumnor Ave.</u>	Address: _____
<u>Glen Ellyn IL 60137</u>	_____
Phone: <u>630-386-7725</u>	Phone: _____
E-mail: <u>bruce.filippi@yahoo.com</u>	E-mail: _____

Property to be Annexed:

Address(es): <u>D N. 276 Cumnor Ave.</u>	PIN(s): <u>05-12-313-011</u>
<u>Glen Ellyn IL 60137</u>	_____
_____	_____

Required Submittals:

1. Annexation Application
2. Notarized Annexation Petition (attached)
3. Letter explaining the reasons for the requested annexation and any other pertinent information related to the annexation request
4. Plat of Survey
5. Proof of Ownership
6. Annexation Application fee and escrow account deposit (see below). The escrow account is established to cover the Village's out-of-pocket costs to process the annexation request including, but not limited to, attorney fees, public notice costs, public hearing minutes/transcripts, engineering fees, County recordation, and preparation of the plat of annexation.

Fee and Deposit to be paid by the property owner:

Cost

Annexation Application Fee	<u>250.00</u>
Single-family home \$250	
All others \$1,000 per acre	
 Escrow Account Deposit	 <u>1000.00</u>
Single-family home \$1,000	
All others to be determined by Director	

ANNEXATION APPLICATION
Village of Glen Ellyn
Planning and Development Department



Contact Information:

Property Owner:

Name: Tom Wesenmayer

Address: 4005 Poplar Ave
Elmhurst, IL
60126

Phone: 312.952.1318

E-mail: wes@comcast.net

Attorney, Surveyor, Engineer, etc.:

Name: _____

Address: _____

Phone: _____

E-mail: _____

Property to be Annexed:

Address(es): 21W518 Fairway
Glen Ellyn, IL 60137

PIN(s): 05-12-314-007

Required Submittals:

1. Annexation Application
2. Notarized Annexation Petition (attached)
3. Letter explaining the reasons for the requested annexation and any other pertinent information related to the annexation request
4. Plat of Survey
5. Proof of Ownership
6. Annexation Application fee and escrow account deposit (see below). The escrow account is established to cover the Village's out-of-pocket costs to process the annexation request including, but not limited to, attorney fees, public notice costs, public hearing minutes/transcripts, engineering fees, County recordation, and preparation of the plat of annexation.

Fee and Deposit to be paid by the property owner:

Annexation Application Fee
Single-family home \$250
All others \$1,000 per acre

Escrow Account Deposit
Single-family home \$1,000
All others to be determined by Director

Cost
\$250

\$1,000

**NOTICE OF ANNEXATION AGREEMENT AND ANNEXATION
TO THE VILLAGE OF GLEN ELLYN**

In accordance with the Illinois Municipal Code, 65 ILCS 5/7-1-1 and 65 ILCS 5/11-15.1-3 on **Monday, November 9, 2020 at 7:00 p.m.**, the Glen Ellyn Village Board will consider the annexation of the properties commonly known as 0N276 Cumnor Avenue, 0N282 Cumnor Avenue, 21W518 Fairway Street, and 21W536 Acorn Avenue, located along Cumnor Avenue between Fairway Street and Acorn Avenue. Annexation Agreements which outline the conditions of the annexation have been drafted for consideration. The Village Board will hold a public hearing at the Glen Ellyn Civic Center on the proposed Annexation Agreements in accordance with Illinois State Statute. Remote participation in the meeting will also be available through the Zoom meeting platform. The proposed Annexation Agreements may be subject to change, amended, or redrafted in their entirety following the public hearing. The properties are currently in unincorporated DuPage County and contiguous to the Village limits. The address, legal description and PIN of each of the subject properties are below:

PROPERTY COMMONLY KNOWN AS 0N276 CUMNOR AVENUE AND LEGALLY DESCRIBED AS: THE SOUTH 63 FEET (MEASURED PARALLEL TO THE SOUTH LINE) OF LOT 28 OF GLEN OAK SUBDIVISION OF PART OF THE SOUTH ½ 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 NUMBER 110577, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-12-313-011

PROPERTY COMMONLY KNOWN AS 0N282 CUMNOR AVENUE AND LEGALLY DESCRIBED AS: LOT 28 (EXCEPT THE SOUTH 63 FEET MEASURED PARALLEL TO THE SOUTH LINE THEREOF) IN GLEN OAK, A SUBDIVISION OF PART OF THE SOUTH ½ 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.

PIN: 05-12-313-010

PROPERTY COMMONLY KNOWN AS 21W518 FAIRWAY STREET AND LEGALLY DESCRIBED AS: LOT 16 IN GLEN OAK, 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 IN BOOK 7 OF PLATS, PAGE 89 AS DOCUMENT 110577, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-12-314-007

PROPERTY COMMONLY KNOWN AS 21W536 ACORN AVENUE AND LEGALLY DESCRIBED AS: LOT 27 IN GLEN OAK, A SUBDIVISION OF PART OF THE SOUTH ½ 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.

PIN(s): 05-12-304-001 and 05-12-304-002

On June 12, 2020, Governor Pritzker signed PA 101-0640 (SB2135) into law. This new law amends the Open Meetings Act ILCS 120 to expressly authorize public bodies to meet remotely without the otherwise required quorum present at the meeting place while a disaster declaration is in place. The Covid-19 disaster declaration satisfies this condition, allowing the Village Board members to participate electronically in meetings at this time. All persons who are interested are invited to attend the public hearing in person or may participate in the meeting in progress on Zoom. The public hearing will be held at the Glen Ellyn Civic Center in the Galligan Board Room located at 535 Duane Street Glen Ellyn, IL 60137. The Zoom information for remote participation is provided below.

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85886986121?pwd=aStWSW5zWFZsRjJ2WUtaeUxXanJCUT09>

Passcode: 686258

Or iPhone one-tap :

US: +13126266799,,85886986121#,,,,,0#,,686258# or
+16465588656,,85886986121#,,,,,0#,,686258#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592 or +1 346 248 7799 or +1 669
900 9128 or +1 253 215 8782

Webinar ID: 858 8698 6121

Passcode: 686258

Copies of all materials regarding the annexation of these properties are available for public review in the Community Development Department of the Civic Center, 535 Duane Street, Glen Ellyn, Illinois. Questions related to the proposed annexation should be directed to Kelly Purvis at (630) 547-5371.

Individuals with disabilities who plan to attend and who require certain accommodations in order to allow them to observe and participate, or who have questions regarding the accessibility of the meeting or facilities, are requested to contact the Village at least 24 hours in advance of the meeting.

Prepared by:

Kelly Purvis, Planner

Community Development

Village of Glen Ellyn

535 Duane Street

Glen Ellyn, IL 60137

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V1.docx

This space for Recorder's use only

This Document prepared by:

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

And after recording return to:

Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137
ATTN: Village Clerk

AFFIDAVIT OF SERVICE OF NOTICE:

**0N276 CUMNOR AVENUE, 0N282 CUMNOR AVENUE, 21W518 FAIRWAY STREET,
AND 21W536 ACORN AVENUE IN GLEN ELLYN, IL 60137**

PINS: 05-12-313-011, 05-12-313-010, 05-12-314-007, 05-12-304-001 AND 05-12-304-002

October 26, 2020

Mr. Fred Bucholz
DuPage County Recorder's Office
421 N. County Farm Road
Wheaton, Illinois 60187

AFFIDAVIT OF SERVICE OF NOTICE

Pursuant to the Illinois Municipal Code, the undersigned, being first duly sworn on oath, deposes and states that a true and correct copy of the NOTICE OF ANNEXATION AGREEMENT AND ANNEXATION TO THE VILLAGE OF GLEN ELLYN for properties located at:

<u>Common Address</u>	<u>P.I.N.</u>
0N276 Cumnor Avenue	05-12-313-011
0N282 Cumnor Avenue	05-12-313-010
21W518 Fairway Street	05-12-314-007
21W536 Acorn Avenue	05-12-304-001 & 05-12-304-002

Glen Ellyn, Illinois, was served upon the parties identified on the attached service list by depositing same in the United States mail at 535 Duane Street, Glen Ellyn, Illinois, 60137, October 26, 2020, with proper postage fully prepaid. If you have any questions, please contact Planner, Kelly Purvis at 630-547-5371.

Affiant

SUBSCRIBED and SWORN to
Before me this _____ day of
_____ 20_____

Notary Public

Attachments: Service List
Notice of Annexation Agreement and Annexation
Map of Area

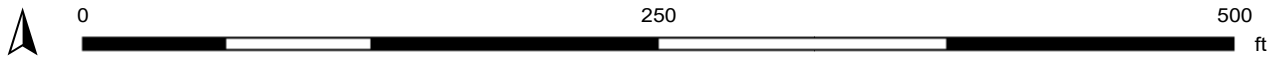
SERVICE LIST

The following were recipients of the “NOTICE OF ANNEXATION AGREEMENT AND ANNEXATION TO THE VILLAGE OF GLEN ELLYN” to be considered by the Glen Ellyn Village Board on November 9, 2020 for the properties located at:

<u>Common Address</u>	<u>P.I.N.</u>
0N276 Cumnor Avenue	05-12-313-011
0N282 Cumnor Avenue	05-12-313-010
21W518 Fairway Street	05-12-314-007
21W536 Acorn Avenue	05-12-304-001 & 05-12-304-002

Mark Franz, Village Manager, Village of Glen Ellyn, 535 Duane St., Glen Ellyn, IL 60137
Greg Mathews, Attorney, Village of Glen Ellyn, 535 Duane St., Glen Ellyn, IL 60137
John Chereskin, Village of Glen Ellyn Clerk, 535 Duane St., Glen Ellyn, IL 60137
Directors of Village of Glen Ellyn Departments, 535 Duane St., Glen Ellyn, IL 60137
Glen Ellyn Fire Company, Chris Clark, Chief, P.O. Box 460, Glen Ellyn, IL 60138
Dawn Bussey, Glen Ellyn Public Library Director, 400 Duane St., Glen Ellyn, IL 60137
Milton Township Trustees: Salvatore Falbo, David Molitor, John Monino, and Yadav Nathwani,
1492 N. Main St., Wheaton, IL 60187
Chris Heidorn, Milton Township Chairman, 1492 N. Main St., Wheaton, IL 60187
Gail Hinkle, Milton Township Clerk, 1492 N. Main St., Wheaton, IL 60187
Gary Muehlfelt, Milton Township Highway Commissioner, 23W040 Poss St., Glen Ellyn, IL 60137
Fred Bucholz, DuPage County Recorder, 421 N. County Farm Road, Wheaton, IL 60187
Jean Kaczmarek, DuPage County Clerk, 421 N. County Farm Road, Wheaton, IL 60187

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Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

Notes



Village of Glen Ellyn

Ordinance No. ____

**An Ordinance Approving Annexation Agreements
for the Properties Located at 0N276 Cumnor Avenue (proposed address
544 Cumnor Avenue), 0N282 Cumnor Avenue (proposed address 548
Cumnor Avenue), 21W518 Fairway Street (proposed address 944
Fairway Street), and 21W536 Acorn Avenue (proposed address 936
Acorn Avenue)
Glen Ellyn, IL 60137**

**Adopted by the
President and the 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__.

PREPARED BY AND MAIL TO:
VILLAGE OF GLEN ELLYN
ATTN: VILLAGE CLERK
535 DUANE STREET
GLEN ELLYN, IL 60137

Ordinance No. ____

**An Ordinance Approving Annexation Agreements
for the Properties Located at 0N276 Cumnor Avenue (proposed address
544 Cumnor Avenue), 0N282 Cumnor Avenue (proposed address 548
Cumnor Avenue), 21W518 Fairway Street (proposed address 944
Fairway Street), and 21W536 Acorn Avenue (proposed address 936
Acorn Avenue)
Glen Ellyn, IL 60137**

Whereas, the owners of the properties located at 0N276 Cumnor Avenue, 0N282 Cumnor Avenue, 21W518 Fairway Street, and 21W536 Acorn Avenue, “Owners”, have petitioned the Village President and Board of Trustees of the Village of Glen Ellyn for approval of Annexation Agreements; and

Whereas, the owners of record have expressed a desire to annex said properties to the Village of Glen Ellyn in order to connect to the Village water and sanitary sewer mains; and

Whereas, the Village has agreed to extend both water and sanitary sewer mains in the right-of-way adjacent to the subject properties; and

Whereas, the Village and owners have agreed to terms, set forth in the Annexation Agreements, attached hereto as Exhibit “A-1” through Exhibit “A-4”; and

Whereas, said properties are not now within the corporate limits of any municipality but are contiguous to the Village of Glen Ellyn; and

Whereas, the subject properties include the properties commonly known as 0N276 Cumnor Avenue, 0N282 Cumnor Avenue, 21W518 Fairway Street and 21W536 Acorn Avenue and are each legally described as follows:

PROPERTY COMMONLY KNOWN AS 0N276 CUMNOR AVENUE, GLEN ELLYN, IL 60137: THE SOUTH 63 FEET (MEASURED PARALLEL TO THE SOUTH LINE) OF LOT 28 OF GLEN OAK SUBDIVISION OF PART OF THE SOUTH ½ 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 NUMBER 110577, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-12-313-011; and

PROPERTY COMMONLY KNOWN AS 0N282 CUMNOR AVENUE, GLEN ELLYN, IL 60137: LOT 28 (EXCEPT THE SOUTH 63 FEET MEASURED PARALLEL TO THE SOUTH LINE THEREOF) IN

GLEN OAK, A SUBDIVISION OF PART OF THE SOUTH ½ 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.

PIN: 05-12-313-010; and

PROPERTY COMMONLY KNOWN AS 21W518 FAIRWAY STREET, GLEN ELLYN, IL 60137: LOT 16 IN GLEN OAK, 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 IN BOOK 7 OF PLATS, PAGE 89 AS DOCUMENT 110577, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-12-314-007; and

PROPERTY COMMONLY KNOWN AS 21W536 ACORN AVENUE, GLEN ELLYN, IL 60137: LOT 27 IN GLEN OAK, A SUBDIVISION OF PART OF THE SOUTH ½ 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.

PIN(s): 05-12-304-001 and 05-12-304-002; and

Whereas, the petitioners have indicated that they are ready, willing, and able to enter into Annexation Agreements, attached hereto as Exhibit “A-1” through Exhibit “A-4” and to bind themselves and their successors in interest to the terms of said annexation agreements; and

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

Whereas, in accordance with all statutorily required notices, on November 9, 2020, the Village Board conducted a public hearing on the proposed annexation agreements; and

Whereas, after due investigation and 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 agreements, attached hereto as Exhibit “A-1” through Exhibit “A-4”.

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 Agreements attached hereto as Exhibit “A-1” through Exhibit “A-4” 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 Agreements for 0N276 Cumnor Avenue (proposed address 544 Cumnor Avenue), 0N282 Cumnor Avenue (proposed address 548 Cumnor Avenue), 21W518 Fairway Street (proposed address 944 Fairway Street), and 21W536 Acorn Avenue (proposed address 936 Acorn Avenue), attached hereto as Exhibit “A-1” through Exhibit “A-4” on behalf of the Village of Glen Ellyn, with any final changes subject to Village Attorney review.

Section Three: The Village Clerk is hereby authorized and directed to cause said Annexation Agreements 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 agreements 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 _____.

Ayes		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
		Kelli Christiansen				
Nayes		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
		Kelli Christiansen				
Absent		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
		Kelli Christiansen				

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

Village President

Attest:

Village Clerk

AFFIX VILLAGE SEAL

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

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into this 11th day of November 2020, by, between, and among Bruce Filippi ("Owner"), and the Village of Glen Ellyn ("Village"). The Village and Owner are collectively referred to as ("Parties").

RECITALS

A. The Owner is the owner of record of a parcel of land commonly known as 0N276 Cumnor Avenue, in unincorporated DuPage County. The property is located on the west side of Cumnor Avenue just south of the intersection with Acorn Avenue and is currently contiguous to the Village of Glen Ellyn. The subject property is legally described on *Exhibit "A"* attached hereto, is identified for real estate purposes as P.I.N.s 05-12-313-011 ("Property"), and is currently improved with one single family home.

B. The Village is an Illinois home rule municipal corporation, having its principal office at 535 Duane Street, Glen Ellyn, Illinois.

C. It is Village policy to enter into an annexation agreement with properties outside of its boundaries as a condition of providing Village utilities.

D. The Parties intend, in this Agreement to, establish contractual rights and obligations for the Parties regarding the time and manner of annexation and the construction of both water and sanitary utility lines by the Village.

E. A public hearing to consider this Agreement was conducted on November 9, 2020 and was noticed in the *Daily Herald* on October 23, 2020.

F. The Village has published all notices as required in the Illinois Municipal Code, 65 ILCS 5/11-15.1-3. *et seq.*

G. The Owner has agreed that the Property will be zoned in accordance with the R2 Residential District regulations as set forth in Section 10-4-8 of the Glen Ellyn Zoning Code, as the same may be amended from time to time ("Zoning Code"), when it is annexed to the Village to allow the Property to be used for a single-family dwelling unit in accordance with the terms and conditions of this Agreement.

H. All other matters, in addition to those specifically referred to above, which are included by this Agreement, have been considered by the Parties, and the development of the Property for the purposes permitted under the R2 Residential District regulations of the Zoning Code, all in accordance with the terms and conditions of this Agreement, will inure to the benefit and improvement of the Village by increasing the taxable value of the real property within the Village's corporate limits, extending the corporate limits and jurisdiction of the Village to the limits of the Property, promoting the sound planning and development of the Village, and otherwise enhancing and promoting the general welfare of the Village residents and taxpayers.

NOW THEREFORE, in consideration of the foregoing preambles and mutual covenants and agreements contained herein, the Parties agree as follows:

1. Incorporation of Recitals. The Parties hereby confirm the truth and validity of the representations and recitations set forth in the foregoing recitals. The Parties further acknowledge that the same are material to this Agreement and are hereby incorporated into and made a part of this Agreement and the same shall continue for so long as this Agreement is in full force and effect.

2. Legal Conformance with Law. This Agreement is made pursuant to and in accordance with the provisions of the Glen Ellyn Village Code, and its home rule powers, as established in the Illinois Compiled Statutes and the Illinois Constitution.

3. Annexation. The Property is currently contiguous to the Village limits and shall be annexed to the Village prior to the issuance of any building permits to connect the Property to the Village's water and sanitary sewer mains. In order to facilitate the annexation of the Property, the Owner has filed a fully executed Annexation Petition attached to this agreement as *Exhibit "B"*, has provided the Owner's proof of ownership of the Property and, (c) provided a Plat of Annexation acceptable in form and content to the Village Engineer and Village Attorney. With the Village's receipt of the Annexation Petition, the Owner's proof of ownership, and approved Plat of Annexation, the Village's Corporate Authorities shall adopt a valid and binding Annexation Ordinance providing for the annexation of the Property and any adjacent rights-of-way to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8. The Village Clerk shall then promptly cause the Annexation Ordinance, Plat of Annexation, and related documents, including all required notices, to be recorded in the Office of the DuPage County Recorder.

Should a court of competent jurisdiction determine that annexation of the Property was defective because of the failure of the Parties to follow a procedural requirement constituting a valid precondition to proper annexation of the Property, the Parties, including the successors and assigns of the Owner, agree to promptly cause the Property to be reannexed to the Village in a manner that satisfies all procedural requirements.

Should a court of competent jurisdiction determine that annexation of the Property by the Village was without lawful authority (i.e., lack of contiguity), the Parties agree that this Agreement shall be deemed a Pre-Annexation Agreement authorized pursuant to 65 ILCS 5/11-15.1-1, as amended, and shall remain in full force and effect to the extent permitted by law. Thereafter, should the Property become contiguous to the Village, the Parties, including the successors and assigns of the Owner, agree to promptly take all necessary steps as may then be provided by law to cause the annexation of the Property to the Village.

4. Zoning. Contemporaneous with, or immediately following, the adoption of a valid and binding Annexation Ordinance, the Community Development Director shall, without further hearing automatically zone the Property R2 Residential zoning district in accordance with Section 10-3-3 of the Glen Ellyn Zoning Code. Any existing use of the Property, upon annexation, that does not comply with the requirements of that zoning category, may continue to be used for its existing purpose subject to the Village's zoning provisions regarding nonconformities. Because the zoning category to be granted to the Property is that which automatically will be granted pursuant to Section 10-3-3 of the Zoning Code, the process under which this Agreement was entered into did not include a public hearing before the Glen Ellyn Plan Commission. The zoning category to be granted to this Property will therefore be automatically established and the designation will appear in the next version of the Village's zoning map.

5. Water and Sewer Service.

A. The Village will extend the water and sanitary mains constructed as part of the development for the Enclaves of Glen Oak Subdivision. The utility mains are located at the corner of Cumnor Avenue and Fairway Street and will be extended northerly approximately 475 feet along Cumnor Avenue to its intersection with Acorn Avenue. The extension of the utilities will make Lake Michigan water served through the Glen Ellyn water distribution system and sanitary sewer service through the Village collection system for treatment at the Glenbard Wastewater Authority main treatment facility available for potentially 11 benefitting properties, none of which are currently served by public or private utilities. The properties benefitted by the Cumnor/Acorn Avenue utility extension project are shown on Exhibit "C".

B. The Village will pay the full cost of the construction of the water and sanitary main extensions including service lines, which will be stubbed out from the mains to a location in the public right-of-way to be determined in consultation with the individual property owners. The Village will make every reasonable effort to extend the water and sanitary mains in 2020.

C. Owner(s) of a benefitted property that have signed this Agreement will be required to connect to both the water and sanitary sewer systems within 6 months of the mains being installed in the public right-of-way.

D. The Owner agrees to hire a contractor and to pay all water and sanitary service line construction costs, purchase a B-box, water valve, and pay all charges and refundable deposits associated with the construction of the private service line(s). The Owner also agrees to pay all costs and fees associated with connecting to the water and sanitary sewer mains including the standard building permit, deposits and inspection fees.

E. The Owner(s) of benefitted properties, that wish to connect to Village utilities, shall be required to repay their proportionate share of the actual cost to the Village for extending the water and sanitary mains and providing service line stubs. Estimates have been made using a \$410,000 total project cost. Projections for individual lots with one (1) house are set forth and attached hereto in Exhibits "D-1" through "D-4". The annual payment amounts for Owner(s) that submit an annexation petition prior to the Village beginning construction on the project will not be greater than the estimates provided in Exhibit "D-4".

F. The first payment for each Property's proportionate share of the Cumnor/Acorn Avenue water and sanitary sewer extension will be due on _____ and annually thereafter in amounts not to exceed those shown on Exhibit "D-4".

G. Failure of the current or any future owner(s) to make the annual payment for their proportionate share of the water and sanitary sewer mains, within 30 days of notice from the Village to correct such default, will result in the water service being shut off until the account is either brought current or another solution has been agreed upon by both Parties.

H. Exhibits "D-1" and "D-3" provide information for benefitted properties whose owner(s) do not wish to sign an annexation agreement at this time. This is for informational purposes only and reflects anticipated current costs, but the Village will not permit the owner(s) of any benefitted property to receive water or sanitary service from the Village systems unless

those owner(s) enter into an annexation agreement and annex to the Village. The Village may increase the costs of connection to property owner(s) which have not signed an annexation agreement prior to commencement of the project, but such costs may not be decreased.

I. Water and Sanitary Sewer Rates. Until property is annexed, land which is connected to the Village's water and sanitary sewer system will pay the standard non-resident water and sewer rates generally applicable, and upon annexation, the land will pay the in-Village rates.

6. Fire Protection. The Property is currently located within the boundaries of a Special Service Area which imposes a special tax on unincorporated properties for fire protection services provided by the Glen Ellyn Volunteer Fire Company. At such time that the Property is annexed to the Village, the Property shall be removed from and shall no longer pay into the Fire SSA. Fire service fees will be billed monthly with other Village services such as refuse removal water, and sewer.

7. Miscellaneous Provisions.

A. Existing Utilities. Upon connection to the Village water and sanitary sewer systems, existing water wells and septic systems must be permanently sealed and abandoned in accordance with Village, County, and State requirements.

B. Property Use and Maintenance. From and after the date of annexation, the property shall be used and maintained in accordance with and pursuant to the Village Code of Glen Ellyn, including the applicable Building Codes, Subdivision Regulations and Zoning Code contained therein.

C. Fees. The Owner has paid a \$250.00 annexation fee and provided an escrow for the processing of the annexation request. Prior to the issuance of a building permit to connect the Property to the Village water and sanitary mains, the Owner will be required to pay the standard building permit and utility connection fees and deposits as published at the time of connection.

8. Village Address. Upon annexation to the Village, the new Village of Glen Ellyn address assigned to the Property will be 544 Cumnor Avenue. It will be the Owner's responsibility to display the new street number on the Property within 30 days of notice from the Village that the address change has been processed.

9. Term. The term of this Agreement will be 20 years from the date of execution hereof, which will be deemed to become effective on the date hereof.

10. Annexation Agreement Extension. At the option of the Village, the Village may extend this Annexation Agreement, at its conclusion, for an additional period of up to 20 years for a portion or all of the Property. If the Village wishes to exercise this option, it shall do so in writing not earlier than two years before the expiration of the Annexation Agreement, nor later than three months prior to this Agreement's initial termination date. Notice shall be sent in writing to (i) that entity that has paid the real estate property taxes during one of the last two years for the Property or that portion of the Property for which the Village wishes to extend this Agreement or (ii) to the record title holder of the Property or that portion of the Property for which the Village wishes to extend this Agreement. If the Village decides in its sole and absolute opinion to extend the term of this Agreement, the Village may do so whether or not the Property, or any portion of the Property, has been annexed to the Village.

The Village may only extend the term of this Agreement once. In the event that the Village has not exercised the option to extend the term of this Agreement pursuant to this Section, and if the property has not been annexed to the Village at this Agreement's initial termination date, the Village and the Owner may enter into a new Annexation Agreement in the manner provided by law. If the Village has been providing utility services to the non-annexed Property or any non-annexed portions of the Property pursuant to this Agreement, it may terminate such utility service at the conclusion of this Agreement; provided, however, that the Village provides not less than one year prior written notice of such termination to (i) that entity that has paid the real estate property taxes during one of the last two years for the Property or that portion of the Property for which the Village desires to terminate any such utility service or (ii) to the record title holder of the Property or any portion of the Property for which the Village desires to terminate any such utility service.

11. General Provisions.

A. Severability. In the event that any portion of this Annexation Agreement is found to be invalid by any court of competent jurisdiction, such finding of invalidity as to that portion will not affect the validity or enforceability of the balance of this Agreement.

B. Remedies. In addition to all rights and remedies specified in this Agreement, the Village will have the authority to pursue any and all rights and remedies, at law or in equity, to which it is entitled in order to enforce the terms of this Agreement. In the event that the Owner fails to comply, the Village may institute an action for specific performance along with other civil and quasi-criminal actions as permitted by law, and the Village may disconnect the water and sanitary sewer services. The Owner will be further liable for any attorney fees, court costs and other costs incurred by the Village as a consequence of the Village's enforcement of this provision.

C. Amendment. This Agreement may be amended from time to time with the consent of the parties, pursuant to Statute.

D. Conflict Regulations. The provisions of this Agreement shall supersede the provision of any Village Codes and Ordinances that may be in conflict with the provisions of this Agreement.

E. Enforcement. This Agreement shall be enforceable in any court of competent jurisdiction by either the Owner or the Village, and their respective successors and assigns, by an appropriate action at law or in equity, to secure the performance of the promises, obligations, and covenants in this Agreement, including the specific performance of this Agreement. The laws of the State of Illinois shall govern this Agreement. Any lawsuit enforcement filed against the Village of Glen Ellyn, or its officers, employees or independent contractors may only seek injunction, mandamus or specific performance for the enforcement of the agreement and may not seek damages.

F. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Owner and Village and their respective successors and assigns. No conveyance, transfer or assignment of fee title in the Property or of this Agreement shall serve to release the Owner of his duties and obligations already undertaken under this Agreement.

G. Application of Ordinances. Upon annexation, the Property and its use will be

subject to all Village ordinances generally applicable throughout the Village except as herein set forth.

H. Recording. The Village Clerk is hereby directed to cause this Agreement to be recorded with the Recorder of Deeds of DuPage County, following its execution and approval by the Village Board.

I. No Disconnection. Once the Property subject to this Annexation Agreement has been annexed to the Village, the Owner shall not petition the Circuit Court to take any other action to cause the Property to be disconnected from the Village during the term of this Annexation Agreement or any extension to that term. In addition, the Owner may not during the term of this Annexation Agreement petition any other municipality or a court to permit annexation to another municipality.

J. Recitals and Exhibits. The recitals set forth in the beginning of this Agreement, and the exhibits attached hereto, are incorporated herein by this reference and shall constitute substantive provisions to this Agreement.

K. Captions and Paragraph Headings. The captions and paragraph headings used herein are for convenience only and shall not be used in construing any term or provision of this Agreement.

12. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("*e-mail*"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137
Attn: Community Development Director

Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

IN WITNESS WHEREOF, the parties have caused this Annexation Agreement to be executed by their duly authorized officers or individually, as the case may be, on _____ 2020.

VILLAGE OF GLEN ELLYN
A Municipal Corporation:

Village of Glen Ellyn
535 Duane Street

BY: _____
Diane McGinley, Village President

ATTEST:

BY: _____
John Chereskin, Village Clerk

PROPERTY OWNER:

BY: _____

SUBSCRIBED AND SWORN to
before me this _____ day of
_____, 2020.

Notary Public

EXHIBIT LIST

EXHIBIT A:	Legal Description of Property
EXHIBIT B:	Petition for Annexation
EXHIBIT C:	Map of Benefitting Properties
EXHIBIT D-1:	Payment Options 1-3 Overview
EXHIBIT D-2:	Project Cost per Household
EXHIBIT D-3:	Payment Option 1 – No Annexation Agreement
EXHIBIT D-4:	Payment Option 2 – 20 Year Repayment

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THE SOUTH 63 FEET (MEASURED PARALLEL TO THE SOUTH LINE) OF LOT 28 OF GLEN OAK SUBDIVISION OF PART OF THE SOUTH ½ 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 NUMBER 110577, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-313-011

PETITION FOR ANNEXATION
VILLAGE OF GLEN ELLYN, ILLINOIS

TO THE GLEN ELLYN VILLAGE BOARD:

Exhibit "B"

Petitioners on oath state as follows:

1. That the undersigned are the sole owners of record of all of the property described in Attachment A and commonly known as ON. 276 Cumner Ave., Glen Ellyn IL 60137 and P.I.N. 05-12-313-011 (Subject Realty).
2. That this petition is executed by all of the owner(s) of record of the Subject Realty.
3. That no electors reside on the Subject Realty or, in the alternative, at least fifty-one percent (51%) of the electors residing on the Subject Realty have executed this petition.
4. That no portion of the property is within the corporate limits of any municipality.
5. That the Subject Property is either contiguous to the Village of Glen Ellyn, will be at the time of annexation, or may be contiguous when combined with other property annexing to the Village of Glen Ellyn.
6. That the property which the Petitioners desire to have annexed to the Village of Glen Ellyn is the property that is described in Attachment A attached hereto and made a part hereof.
7. That this Petition shall be in full force and effect from and after the date hereof and until the property is annexed to the Village of Glen Ellyn in agreement with State Law.

WHEREFORE, the applicants' petition that the property be annexed by ordinance to the Village of Glen Ellyn, Illinois, is in accordance with the appropriate statutes.

The undersigned, on oath, state that the undersigned have read the foregoing Petition for Annexation, have knowledge of the allegations contained therein, and that said allegations are true and correct to the best of the Petitioners' knowledge.

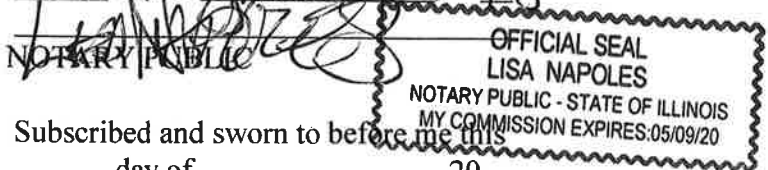
Owners of Record of Subject Property:

Signature: [Signature]
Print Name: Bruce Filipp
Date: June 8, 2018

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Subscribed and sworn to before me this
8 day of June, 2018



Subscribed and sworn to before me this
____ day of _____, 20__

NOTARY PUBLIC

Subscribed and sworn to before me this
____ day of _____, 20__

NOTARY PUBLIC

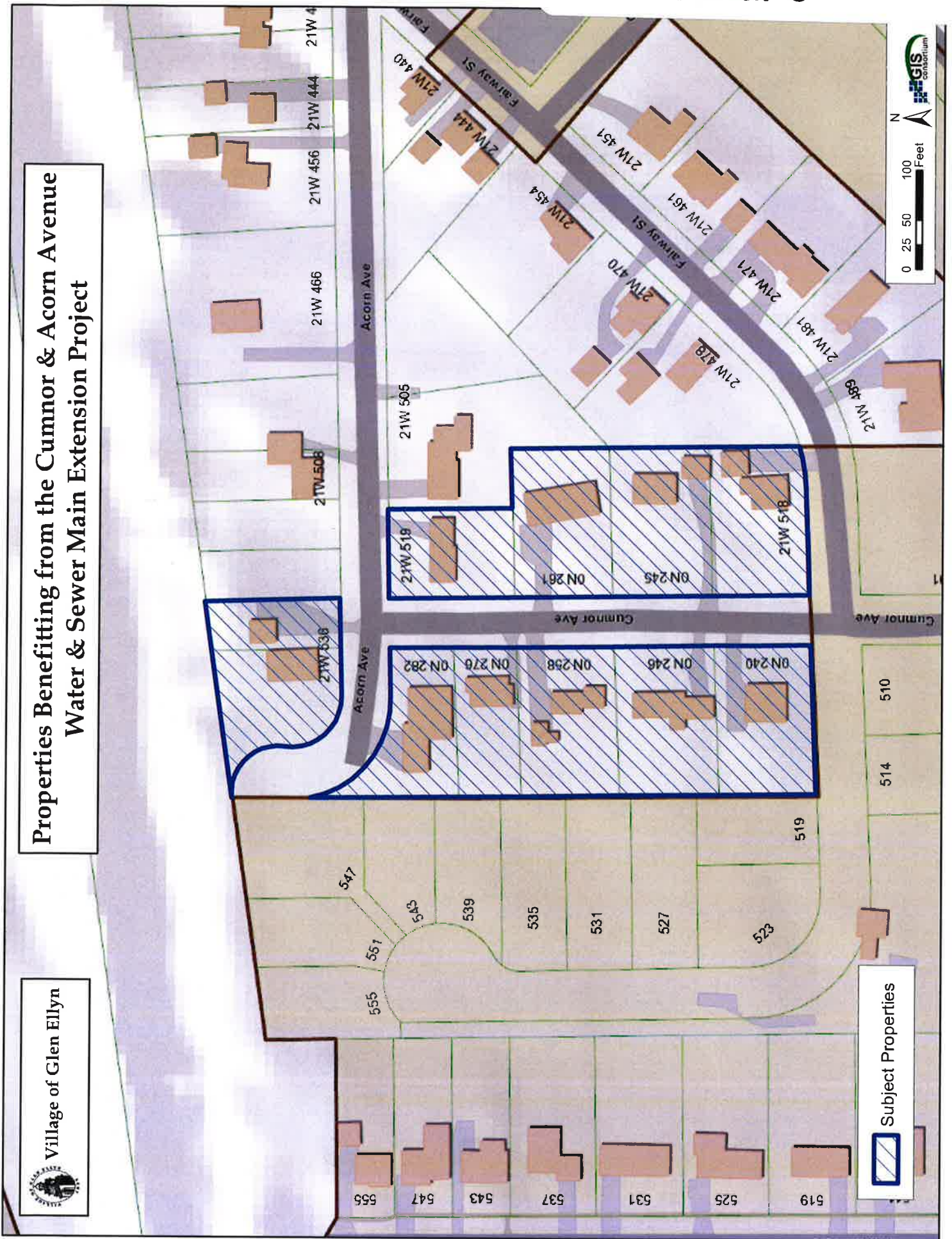


Exhibit "D-1"

Payment Options for the Cumnor/Acorn Water and Sanitary Sewer Extension to 11 Homes

	Option 1 (No Agreement)	Option 2 Payment Plan	Option 3 Pay in Full
1. Estimated cost per lot for water and sanitary mains	\$32,662.87 ¹	\$32,662.87 ¹	\$32,662.87 ¹
2. Annual interest rate on project	5%	3%	0%
3. 20-year payment schedule on net cost	No	Yes	No
4. Total paid for project per lot	Varies ²	\$43,908.85 ³	\$ 32,662.87

¹ See Exhibit D-2

² See Exhibit D-3

³ See Exhibit D-4

*Note: All options require connection to both water and sanitary sewer mains within 6 months

Exhibit "D-2"

Project Cost per Household					
	Project Cost	Percent Village Contribution*	Dollar Village Contribution	Discounted Project Cost	Cost per Home (for 11 homes)
Water	\$ 198,460.00	25%	\$ 49,615.00	\$ 148,845.00	\$ 13,531.36
Sanitary	\$ 210,440.00	0	\$ -	\$ 210,440.00	\$ 19,130.91
Total	\$ 408,900.00		\$ 49,615.00	\$ 359,285.00	\$ 32,662.27

*Typical Village contribution for benefit of the water mains to Village and Fire Company

Exhibit "D-3"

Payment Options for the Cumnor/Acorn Water and Sanitary Extension Option 1 (No Annexation Agreement at Project Commencement)

Year of Connection	Principal	Rate	Interest	Balance Due at Connection
2021	\$32,662.87	5.00%	\$1,633.14	\$34,296.01
2022		5.00%	\$1,714.80	\$36,010.81
2023		5.00%	\$1,800.54	\$37,811.35
2024		5.00%	\$1,890.57	\$39,701.92
2025		5.00%	\$1,985.10	\$41,687.02
2026		5.00%	\$2,084.35	\$43,771.37
2027		5.00%	\$2,188.57	\$45,959.94
2028		5.00%	\$2,298.00	\$48,257.94
2029		5.00%	\$2,412.90	\$50,670.83
2030		5.00%	\$2,533.54	\$53,204.37
2031		5.00%	\$2,660.22	\$55,864.59
2032		5.00%	\$2,793.23	\$58,657.82
2033		5.00%	\$2,932.89	\$61,590.71
2034		5.00%	\$3,079.54	\$64,670.25
2035		5.00%	\$3,233.51	\$67,903.76
2036		5.00%	\$3,395.19	\$71,298.95
2037		5.00%	\$3,564.95	\$74,863.90
2038		5.00%	\$3,743.19	\$78,607.09
2039		5.00%	\$3,930.35	\$82,537.45
2040		5.00%	\$4,126.87	\$86,664.32
2041		5.00%	\$4,333.22	\$90,997.53
2042		5.00%	\$4,549.88	\$95,547.41

Exhibit "D-4"

Payment Options for the Cumnor/Acorn Water and Sanitary Sewer Extension Option 2 - 20 Year Repayment Plan (Signed Annexation Agreement)

Estimated Water Main Cost	\$13,531.96
Estimated Sanitary Sewer Cost	\$19,130.91
Principal Amount:	\$ 32,662.87
Term (Years)	20
Interest Rate:	3.00%

Pmt #	Principal Amount	Interest Amount	Annual Payment	Remaining Balance
1	\$1,214.79	\$981.00	\$2,195.79	\$31,448.08
2	\$1,252.34	\$943.44	\$2,195.79	\$30,195.74
3	\$1,289.91	\$905.87	\$2,195.79	\$28,905.82
4	\$1,328.61	\$867.17	\$2,195.79	\$27,577.21
5	\$1,368.47	\$827.32	\$2,195.79	\$26,208.74
6	\$1,409.52	\$786.26	\$2,195.79	\$24,799.22
7	\$1,451.81	\$743.98	\$2,195.79	\$23,347.41
8	\$1,495.36	\$700.42	\$2,195.79	\$21,852.04
9	\$1,540.23	\$655.56	\$2,195.79	\$20,311.81
10	\$1,586.43	\$609.35	\$2,195.79	\$18,725.38
11	\$1,634.03	\$561.76	\$2,195.79	\$17,091.36
12	\$1,683.05	\$512.74	\$2,195.79	\$15,408.31
13	\$1,733.54	\$462.25	\$2,195.79	\$13,674.77
14	\$1,785.54	\$410.24	\$2,195.79	\$11,889.23
15	\$1,839.11	\$356.68	\$2,195.79	\$10,050.12
16	\$1,894.28	\$301.50	\$2,195.79	\$8,155.84
17	\$1,951.11	\$244.68	\$2,195.79	\$6,204.72
18	\$2,009.65	\$186.14	\$2,195.79	\$4,195.08
19	\$2,069.93	\$125.85	\$2,195.79	\$2,125.14
20	\$2,125.14	\$63.75	\$2,188.90	\$0.00
	<u>\$32,662.87</u>	<u>\$11,245.98</u>	<u>\$43,908.85</u>	

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into this ____ day of _____ 2020, by, between, and among Dennis Anest & Susan Nies ("Owners"), and the Village of Glen Ellyn ("Village"). The Village and Owners are collectively referred to as ("Parties").

RECITALS

A. The Owners are the owners of record of a parcel of land commonly known as 0N282 Cumnor Avenue, in unincorporated DuPage County. The property is located on the west side of Cumnor Avenue at the intersection of Acorn Avenue and is currently contiguous to the Village of Glen Ellyn. The subject property is legally described on *Exhibit "A"* attached hereto, is identified for real estate purposes as P.I.N. 05-12-313-010 ("Property"), and is currently improved with one single family home.

B. The Village is an Illinois home rule municipal corporation, having its principal office at 535 Duane Street, Glen Ellyn, Illinois.

C. It is Village policy to enter into an annexation agreement with properties outside of its boundaries as a condition of providing Village utilities.

D. The Parties intend, in this Agreement to, establish contractual rights and obligations for the parties regarding the time and manner of annexation and the construction of both water and sanitary utility lines by the Village.

E. A public hearing to consider this Agreement was conducted on November 9, 2020 and was noticed in the *Daily Herald* on October 23, 2020.

F. The Village has published all notices as required in the Illinois Municipal Code, 65 ILCS 5/11-15.1-3. *et seq.*

G. The Owners have agreed that the Property will be zoned in accordance with the R2 Residential District regulations as set forth in Section 10-4-8 of the Glen Ellyn Zoning Code, as the same may be amended from time to time ("Zoning Code"), when it is annexed to the Village to allow the Property to be used for a single-family dwelling unit in accordance with the terms and conditions of this Agreement.

H. All other matters, in addition to those specifically referred to above, which are included by this Agreement, have been considered by the Parties, and the development of the Property for the purposes permitted under the R2 Residential District regulations of the Zoning Code, all in accordance with the terms and conditions of this Agreement, will inure to the benefit and improvement of the Village by increasing the taxable value of the real property within the Village's corporate limits, extending the corporate limits and jurisdiction of the Village to the limits of the Property, promoting the sound planning and development of the Village, and otherwise enhancing and promoting the general welfare of the Village residents and taxpayers.

NOW THEREFORE, in consideration of the foregoing preambles and mutual covenants and agreements contained herein, the Parties agree as follows:

1. Incorporation of Recitals. The Parties hereby confirm the truth and validity of the representations and recitations set forth in the foregoing recitals. The Parties further acknowledge that the same are material to this Agreement and are hereby incorporated into and made a part of this Agreement and the same shall continue for so long as this Agreement is in full force and effect.

2. Legal Conformance with Law. This Agreement is made pursuant to and in accordance with the provisions of the Glen Ellyn Village Code, and its home rule powers, as established in the Illinois Compiled Statutes and the Illinois Constitution.

3. Annexation. The Property is currently contiguous to the Village limits and shall be annexed to the Village prior to the issuance of any building permits to connect the Property to the Village's water and sanitary sewer mains. In order to facilitate the annexation of the Property, the Owners have filed a fully executed Annexation Petition attached to this agreement as *Exhibit "B"*, have provided the Owners' proof of ownership of the Property and, (c) provided a Plat of Annexation acceptable in form and content to the Village Engineer and Village Attorney. With the Village's receipt of the Annexation Petition, the Owners' proof of ownership, and approved Plat of Annexation, the Village's Corporate Authorities shall adopt a valid and binding Annexation Ordinance providing for the annexation of the Property and any adjacent rights-of-way to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8. The Village Clerk shall then promptly cause the Annexation Ordinance, Plat of Annexation, and related documents, including all required notices, to be recorded in the Office of the DuPage County Recorder.

Should a court of competent jurisdiction determine that annexation of the Property was defective because of the failure of the Parties to follow a procedural requirement constituting a valid precondition to proper annexation of the Property, the Parties, including the successors and assigns of the Owners, agree to promptly cause the Property to be reannexed to the Village in a manner that satisfies all procedural requirements.

Should a court of competent jurisdiction determine that annexation of the Property by the Village was without lawful authority (i.e., lack of contiguity), the Parties agree that this Agreement shall be deemed a Pre-Annexation Agreement authorized pursuant to 65 ILCS 5/11-15.1-1, as amended, and shall remain in full force and effect to the extent permitted by law. Thereafter, should the Property become contiguous to the Village, the Parties, including the successors and assigns of the Owners, agree to promptly take all necessary steps as may then be provided by law to cause the annexation of the Property to the Village.

4. Zoning. Contemporaneous with, or immediately following, the adoption of a valid and binding Annexation Ordinance, the Community Development Director shall, without further hearing automatically zone the Property R2 Residential zoning district in accordance with Section 10-3-3 of the Glen Ellyn Zoning Code. Any existing use of the Property, upon annexation, that does not comply with the requirements of that zoning category, may continue to be used for its existing purpose subject to the Village's zoning provisions regarding nonconformities. Because the zoning category to be granted to the Property is that which automatically will be granted pursuant to Section 10-3-3 of the Zoning Code, the process under which this Agreement was entered into did not include a public hearing before the Glen Ellyn Plan Commission. The zoning category to be granted to this Property will therefore be automatically established and the designation will appear in the next version of the Village's zoning map.

5. Water and Sewer Service.

A. The Village will extend the water and sanitary mains constructed as part of the development for the Enclaves of Glen Oak Subdivision. The utility mains are located at the corner of Cumnor Avenue and Fairway Street and will be extended northerly approximately 475 feet along Cumnor Avenue to its intersection with Acorn Avenue. The extension of the utilities will make Lake Michigan water served through the Glen Ellyn water distribution system and sanitary sewer service through the Village collection system for treatment at the Glenbard Wastewater Authority main treatment facility available for potentially 11 benefitting properties, none of which are currently served by public or private utilities. The properties benefitted by the Cumnor/Acorn Avenue utility extension project are shown on Exhibit "C".

B. The Village will pay the full cost of the construction of the water and sanitary main extensions including service lines, which will be stubbed out from the mains to a location in the public right-of-way to be determined in consultation with the individual property owners. The Village will make every reasonable effort to extend the water and sanitary mains in 2020.

C. Owner(s) of a benefitted property that have signed this Agreement will be required to connect to both the water and sanitary sewer systems within 6 months of the mains being installed in the public right-of-way.

D. The Owners agree to hire a contractor and to pay all water and sanitary service line construction costs, purchase a B-box, water valve, and pay all charges and refundable deposits associated with the construction of the private service line(s). The Owners also agree to pay all costs and fees associated with connecting to the water and sanitary sewer mains including the standard building permit, deposits and inspection fees.

E. The Owner(s) of benefitted properties, that wish to connect to Village utilities, shall be required to repay their proportionate share of the actual cost to the Village for extending the water and sanitary mains and providing service line stubs. Estimates have been made using a \$410,000 total project cost. Projections for individual lots with one (1) house are set forth and attached hereto in Exhibits "D-1" through "D-4". The annual payment amounts for Owner(s) that submit an annexation petition prior to the Village beginning construction on the project will not be greater than the estimates provided in Exhibit "D-4".

F. The first payment for each Property's proportionate share of the Cumnor/Acorn Avenue water and sanitary sewer extension will be due on _____ and annually thereafter in amounts not to exceed those shown on Exhibit "D-4".

G. Failure of the current or any future owner(s) to make the annual payment for their proportionate share of the water and sanitary sewer mains, within 30 days of notice from the Village to correct such default, will result in the water service being shut off until the account is either brought current or another solution has been agreed upon by both Parties.

H. Exhibits "D-1" and "D-3" provide information for benefitted properties whose owner(s) do not wish to sign an annexation agreement at this time. This is for informational purposes only and reflects anticipated current costs, but the Village will not permit the owner(s) of any benefitted property to receive water or sanitary service from the Village systems unless

those owner(s) enter into an annexation agreement and annex to the Village. The Village may increase the costs of connection to property owner(s) which have not signed an annexation agreement prior to commencement of the project, but such costs may not be decreased.

I. An application for a right-of-way vacation and minor subdivision has been submitted by the Owners of 21W536 Acorn Avenue and 0N282 Cumnor Avenue which will result in the creation of one new lot. Upon Village Board approval of the right-of-way vacation and minor subdivision, the Owners and successor assignees of the newly created lot will be required to pay their proportionate share of the water and sanitary sewer main extensions in accordance with Exhibit "D-4".

J. Water and Sanitary Sewer Rates. Until property is annexed, land which is connected to the Village's water and sanitary sewer system will pay the standard non-resident water and sewer rates generally applicable, and upon annexation, the land will pay the in-Village rates.

6. Fire Protection. The Property is currently located within the boundaries of a Special Service Area which imposes a special tax on unincorporated properties for fire protection services provided by the Glen Ellyn Volunteer Fire Company. At such time that the Property is annexed to the Village, the Property shall be removed from and shall no longer pay into the Fire SSA. Fire service fees will be billed monthly with other Village services such as refuse removal water, and sewer.

7. Miscellaneous Provisions.

A. Existing Utilities. Upon connection to the Village water and sanitary sewer systems, existing water wells and septic systems must be permanently sealed and abandoned in accordance with Village, County, and State requirements.

B. Property Use and Maintenance. From and after the date of annexation, the property shall be used and maintained in accordance with and pursuant to the Village Code of Glen Ellyn, including the applicable Building Codes, Subdivision Regulations and Zoning Code contained therein.

C. Fees. The Owners have paid a \$250.00 annexation fee and provided an escrow for the processing of the annexation request. Prior to the issuance of a building permit to connect the Property to the Village water and sanitary mains, the Owners will be required to pay the standard building permit and utility connection fees and deposits as published at the time of connection.

8. Village Address. Upon annexation to the Village, a new Village of Glen Ellyn address of 548 Cumnor Avenue will be assigned to the Property. It will be the Owners' responsibility to display the new street number on the Property within 30 days of notice from the Village that the address change has been processed.

9. Term. The term of this Agreement will be 20 years from the date of execution hereof, which will be deemed to become effective on the date hereof.

10. Annexation Agreement Extension. At the option of the Village, the Village may extend this Annexation Agreement, at its conclusion, for an additional period of up to 20 years for a portion or all of the Property. If the Village wishes to exercise this option, it shall do so in writing not earlier

than two years before the expiration of the Annexation Agreement, nor later than three months prior to this Agreement's initial termination date. Notice shall be sent in writing to (i) that entity that has paid the real estate property taxes during one of the last two years for the Property or that portion of the Property for which the Village wishes to extend this Agreement or (ii) to the record title holder of the Property or that portion of the Property for which the Village wishes to extend this Agreement. If the Village decides in its sole and absolute opinion to extend the term of this Agreement, the Village may do so whether or not the Property, or any portion of the Property, has been annexed to the Village. The Village may only extend the term of this Agreement once. In the event that the Village has not exercised the option to extend the term of this Agreement pursuant to this Section, and if the property has not been annexed to the Village at this Agreement's initial termination date, the Village and the Owners may enter into a new Annexation Agreement in the manner provided by law. If the Village has been providing utility services to the non-annexed Property or any non-annexed portions of the Property pursuant to this Agreement, it may terminate such utility service at the conclusion of this Agreement; provided, however, that the Village provides not less than one year prior written notice of such termination to (i) that entity that has paid the real estate property taxes during one of the last two years for the Property or that portion of the Property for which the Village desires to terminate any such utility service or (ii) to the record title holder of the Property or any portion of the Property for which the Village desires to terminate any such utility service.

11. General Provisions.

A. Severability. In the event that any portion of this Annexation Agreement is found to be invalid by any court of competent jurisdiction, such finding of invalidity as to that portion will not affect the validity or enforceability of the balance of this Agreement.

B. Remedies. In addition to all rights and remedies specified in this Agreement, the Village will have the authority to pursue any and all rights and remedies, at law or in equity, to which it is entitled in order to enforce the terms of this Agreement. In the event that the Owners fail to comply, the Village may institute an action for specific performance along with other civil and quasi-criminal actions as permitted by law, and the Village may disconnect the water and sanitary sewer services. The Owners will be further liable for any attorney fees, court costs and other costs incurred by the Village as a consequence of the Village's enforcement of this provision.

C. Amendment. This Agreement may be amended from time to time with the consent of the parties, pursuant to Statute.

D. Conflict Regulations. The provisions of this Agreement shall supersede the provision of any Village Codes and Ordinances that may be in conflict with the provisions of this Agreement.

E. Enforcement. This Agreement shall be enforceable in any court of competent jurisdiction by either the Owners or the Village, and their respective successors and assigns, by an appropriate action at law or in equity, to secure the performance of the promises, obligations, and covenants in this Agreement, including the specific performance of this Agreement. The laws of the State of Illinois shall govern this Agreement. Any lawsuit enforcement filed against the Village of Glen Ellyn, or its officers, employees or independent contractors may only seek injunction, mandamus or specific performance for the enforcement of the agreement and may not seek damages.

F. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Owners and Village and their respective successors and assigns. No conveyance, transfer or assignment of fee title in the Property or of this Agreement shall serve to release the Owners of their duties and obligations already undertaken under this Agreement.

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H. Recording. The Village Clerk is hereby directed to cause this Agreement to be recorded with the Recorder of Deeds of DuPage County, following its execution and approval by the Village Board.

I. No Disconnection. Once the Property subject to this Annexation Agreement has been annexed to the Village, the Owners shall not petition the Circuit Court to take any other action to cause the Property to be disconnected from the Village during the term of this Annexation Agreement or any extension to that term. In addition, the Owners may not during the term of this Annexation Agreement petition any other municipality or a court to permit annexation to another municipality.

J. Recitals and Exhibits. The recitals set forth in the beginning of this Agreement, and the exhibits attached hereto, are incorporated herein by this reference and shall constitute substantive provisions to this Agreement.

K. Captions and Paragraph Headings. The captions and paragraph headings used herein are for convenience only and shall not be used in construing any term or provision of this Agreement.

12. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137
Attn: Community Development Director

Notices and communications to the Owners shall be addressed to, and delivered at, the following address:

IN WITNESS WHEREOF, the parties have caused this Annexation Agreement to be executed by their duly authorized officers or individually, as the case may be, on _____ 2020.

VILLAGE OF GLEN ELLYN
A Municipal Corporation:

Village of Glen Ellyn
535 Duane Street

BY: _____
Diane McGinley, Village President

ATTEST:

BY: _____
John Chereskin, Village Clerk

PROPERTY OWNERS:

BY: _____

SUBSCRIBED AND SWORN to
before me this _____ day of
_____, 2020.

Notary Public

EXHIBIT LIST

EXHIBIT A:	Legal Description of Property
EXHIBIT B:	Petition for Annexation
EXHIBIT C:	Map of Benefitting Properties
EXHIBIT D-1:	Payment Options 1-3 Overview
EXHIBIT D-2:	Project Cost per Household
EXHIBIT D-3:	Payment Option 1 – No Annexation Agreement
EXHIBIT D-4:	Payment Option 2 – 20 Year Repayment

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Legal Description: LOT 28 (EXCEPT THE SOUTH 63 FEET MEASURED PARALLEL TO THE SOUTH LINE THEREOF) IN GLEN OAK, A SUBDIVISION OF PART OF THE SOUTH ½ 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.

P.I.N.: 05-12-313-010

PETITION FOR ANNEXATION
VILLAGE OF GLEN ELLYN, ILLINOIS

CLEAR PAGE

TO THE GLEN ELLYN VILLAGE BOARD:

Petitioners on oath state as follows:

1. That the undersigned are the sole owners of record of all of the property described in Attachment A and commonly known as ON 282 CLIMBOR AVE, GLEN ELLYN, 60137 and P.I.N. 05-12-313-010 (Subject Realty).
2. That this petition is executed by all of the owner(s) of record of the Subject Realty.
3. That no electors reside on the Subject Realty or, in the alternative, at least fifty-one percent (51%) of the electors residing on the Subject Realty have executed this petition.
4. That no portion of the property is within the corporate limits of any municipality.
5. That the Subject Property is either contiguous to the Village of Glen Ellyn, will be at the time of annexation, or may be contiguous when combined with other property annexing to the Village of Glen Ellyn.
6. That the property which the Petitioners desire to have annexed to the Village of Glen Ellyn is the property that is described in Attachment A attached hereto and made a part hereof.
7. That this Petition shall be in full force and effect from and after the date hereof and until the property is annexed to the Village of Glen Ellyn in agreement with State Law.

WHEREFORE, the applicants' petition that the property be annexed by ordinance to the Village of Glen Ellyn, Illinois, is in accordance with the appropriate statutes.

The undersigned, on oath, state that the undersigned have read the foregoing Petition for Annexation, have knowledge of the allegations contained therein, and that said allegations are true and correct to the best of the Petitioners' knowledge.

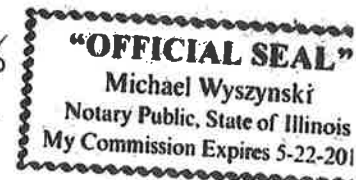
Owners of Record of Subject Property:

Signature: [Signature]
 Print Name: DENNIS ANEST
 Date: 1-14-2018

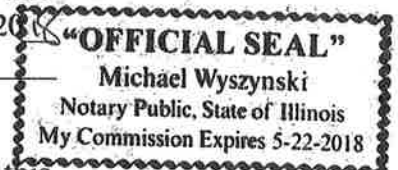
Signature: [Signature]
 Print Name: SUSAN ENIERS
 Date: 1-14-2018

Signature: _____
 Print Name: _____
 Date: _____

Subscribed and sworn to before me this
14 day of January, 2018
[Signature]
 NOTARY PUBLIC



Subscribed and sworn to before me this
14 day of January, 2018
[Signature]
 NOTARY PUBLIC



Subscribed and sworn to before me this
 _____ day of _____, 20____

 NOTARY PUBLIC

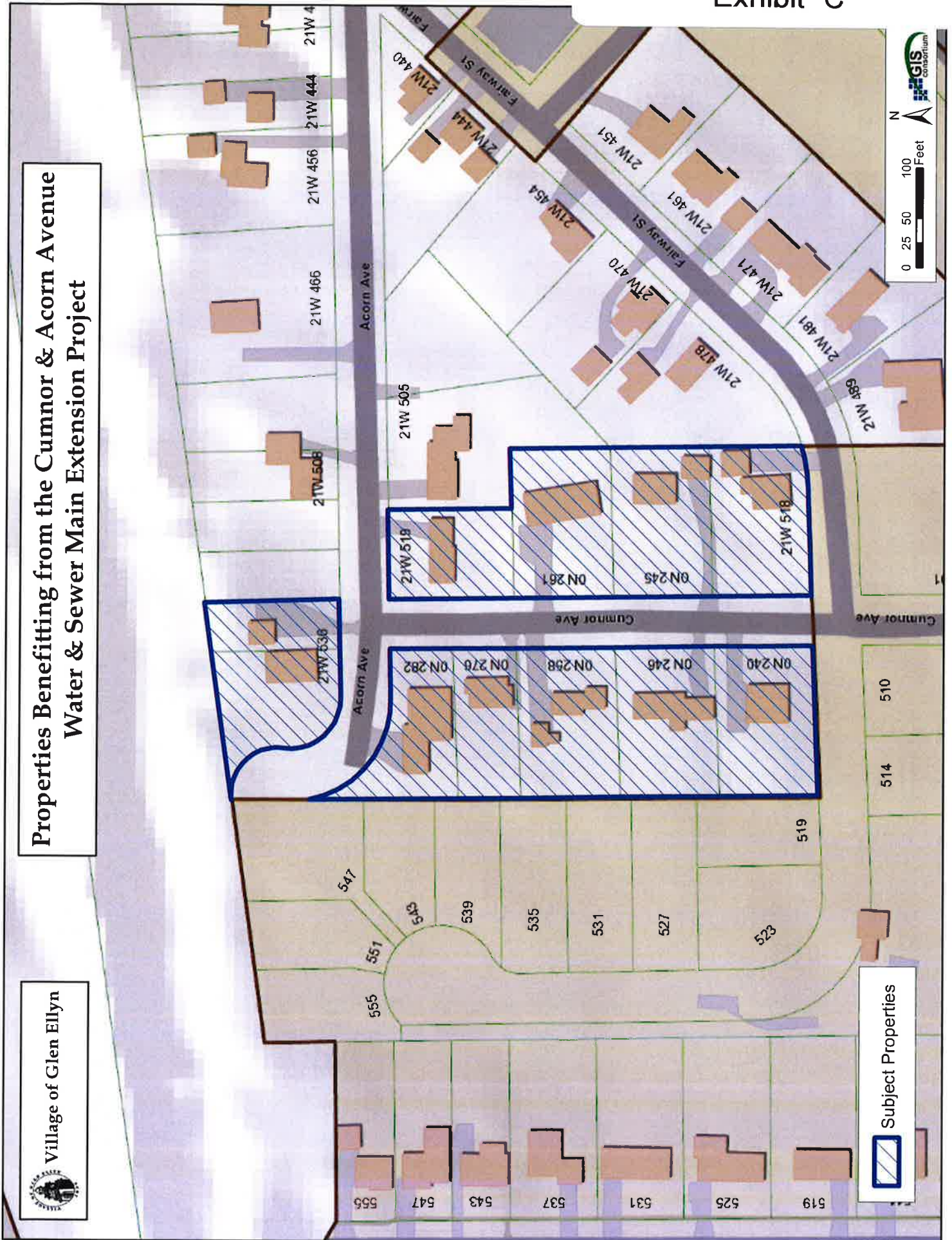


Exhibit "D-1"

Payment Options for the Cumnor/Acorn Water and Sanitary Sewer Extension to 11 Homes

	Option 1 (No Agreement)	Option 2 Payment Plan	Option 3 Pay in Full
1. Estimated cost per lot for water and sanitary mains	\$32,662.87 ¹	\$32,662.87 ¹	\$32,662.87 ¹
2. Annual interest rate on project	5%	3%	0%
3. 20-year payment schedule on net cost	No	Yes	No
4. Total paid for project per lot	Varies ²	\$43,908.85 ³	\$ 32,662.87

¹ See Exhibit D-2

² See Exhibit D-3

³ See Exhibit D-4

*Note: All options require connection to both water and sanitary sewer mains within 6 months

Exhibit "D-2"

Project Cost per Household					
	Project Cost	Percent Village Contribution*	Dollar Village Contribution	Discounted Project Cost	Cost per Home (for 11 homes)
Water	\$ 198,460.00	25%	\$ 49,615.00	\$ 148,845.00	\$ 13,531.36
Sanitary	\$ 210,440.00	0	\$ -	\$ 210,440.00	\$ 19,130.91
Total	\$ 408,900.00		\$ 49,615.00	\$ 359,285.00	\$ 32,662.27

*Typical Village contribution for benefit of the water mains to Village and Fire Company

Exhibit "D-3"

Payment Options for the Cumnor/Acorn Water and Sanitary Extension Option 1 (No Annexation Agreement at Project Commencement)

Year of Connection	Principal	Rate	Interest	Balance Due at Connection
2021	\$32,662.87	5.00%	\$1,633.14	\$34,296.01
2022		5.00%	\$1,714.80	\$36,010.81
2023		5.00%	\$1,800.54	\$37,811.35
2024		5.00%	\$1,890.57	\$39,701.92
2025		5.00%	\$1,985.10	\$41,687.02
2026		5.00%	\$2,084.35	\$43,771.37
2027		5.00%	\$2,188.57	\$45,959.94
2028		5.00%	\$2,298.00	\$48,257.94
2029		5.00%	\$2,412.90	\$50,670.83
2030		5.00%	\$2,533.54	\$53,204.37
2031		5.00%	\$2,660.22	\$55,864.59
2032		5.00%	\$2,793.23	\$58,657.82
2033		5.00%	\$2,932.89	\$61,590.71
2034		5.00%	\$3,079.54	\$64,670.25
2035		5.00%	\$3,233.51	\$67,903.76
2036		5.00%	\$3,395.19	\$71,298.95
2037		5.00%	\$3,564.95	\$74,863.90
2038		5.00%	\$3,743.19	\$78,607.09
2039		5.00%	\$3,930.35	\$82,537.45
2040		5.00%	\$4,126.87	\$86,664.32
2041		5.00%	\$4,333.22	\$90,997.53
2042		5.00%	\$4,549.88	\$95,547.41

Exhibit "D-4"

Payment Options for the Cumnor/Acorn Water and Sanitary Sewer Extension Option 2 - 20 Year Repayment Plan (Signed Annexation Agreement)

Estimated Water Main Cost	\$13,531.96
Estimated Sanitary Sewer Cost	\$19,130.91
Principal Amount:	\$ 32,662.87
Term (Years)	20
Interest Rate:	3.00%

Pmt #	Principal Amount	Interest Amount	Annual Payment	Remaining Balance
1	\$1,214.79	\$981.00	\$2,195.79	\$31,448.08
2	\$1,252.34	\$943.44	\$2,195.79	\$30,195.74
3	\$1,289.91	\$905.87	\$2,195.79	\$28,905.82
4	\$1,328.61	\$867.17	\$2,195.79	\$27,577.21
5	\$1,368.47	\$827.32	\$2,195.79	\$26,208.74
6	\$1,409.52	\$786.26	\$2,195.79	\$24,799.22
7	\$1,451.81	\$743.98	\$2,195.79	\$23,347.41
8	\$1,495.36	\$700.42	\$2,195.79	\$21,852.04
9	\$1,540.23	\$655.56	\$2,195.79	\$20,311.81
10	\$1,586.43	\$609.35	\$2,195.79	\$18,725.38
11	\$1,634.03	\$561.76	\$2,195.79	\$17,091.36
12	\$1,683.05	\$512.74	\$2,195.79	\$15,408.31
13	\$1,733.54	\$462.25	\$2,195.79	\$13,674.77
14	\$1,785.54	\$410.24	\$2,195.79	\$11,889.23
15	\$1,839.11	\$356.68	\$2,195.79	\$10,050.12
16	\$1,894.28	\$301.50	\$2,195.79	\$8,155.84
17	\$1,951.11	\$244.68	\$2,195.79	\$6,204.72
18	\$2,009.65	\$186.14	\$2,195.79	\$4,195.08
19	\$2,069.93	\$125.85	\$2,195.79	\$2,125.14
20	\$2,125.14	\$63.75	\$2,188.90	\$0.00
	<u>\$32,662.87</u>	<u>\$11,245.98</u>	<u>\$43,908.85</u>	

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into this ____ day of _____, 2020, by, between, and among David & Sandra Crane ("Owners"), and the Village of Glen Ellyn ("Village"). The Village and Owners are collectively referred to as ("Parties").

RECITALS

A. The Owners are the owners of record of a parcel of land commonly known as 21W536 Acorn Avenue, in unincorporated DuPage County. The property is located on the north side of Acorn Avenue at the intersection of Cumnor Avenue and is currently contiguous to the Village of Glen Ellyn. The subject property is legally described on *Exhibit "A"* attached hereto, is identified for real estate purposes as P.I.N.s 05-12-304-001 and 05-12-304-002 ("Property"), and is currently improved with one single family home.

B. The Village is an Illinois home rule municipal corporation, having its principal office at 535 Duane Street, Glen Ellyn, Illinois.

C. It is Village policy to enter into an annexation agreement with properties outside of its boundaries as a condition of providing Village utilities.

D. The Parties intend, in this Agreement to, establish contractual rights and obligations for the parties regarding the time and manner of annexation and the construction of both water and sanitary utility lines by the Village.

E. A public hearing to consider this Agreement was conducted on November 9, 2020 and was noticed in the *Daily Herald* on October 23, 2020.

F. The Village has published all notices as required in the Illinois Municipal Code, 65 ILCS 5/11-15.1-3. *et seq.*

G. The Owners have agreed that the Property will be zoned in accordance with the R2 Residential District regulations as set forth in Section 10-4-8 of the Glen Ellyn Zoning Code, as the same may be amended from time to time ("Zoning Code"), when it is annexed to the Village to allow the Property to be used for a single-family dwelling unit in accordance with the terms and conditions of this Agreement.

H. All other matters, in addition to those specifically referred to above, which are included by this Agreement, have been considered by the Parties, and the development of the Property for the purposes permitted under the R2 Residential District regulations of the Zoning Code, all in accordance with the terms and conditions of this Agreement, will inure to the benefit and improvement of the Village by increasing the taxable value of the real property within the Village's corporate limits, extending the corporate limits and jurisdiction of the Village to the limits of the Property, promoting the sound planning and development of the Village, and otherwise enhancing and promoting the general welfare of the Village residents and taxpayers.

NOW THEREFORE, in consideration of the foregoing preambles and mutual covenants and agreements contained herein, the Parties agree as follows:

1. Incorporation of Recitals. The Parties hereby confirm the truth and validity of the representations and recitations set forth in the foregoing recitals. The Parties further acknowledge that the same are material to this Agreement and are hereby incorporated into and made a part of this Agreement and the same shall continue for so long as this Agreement is in full force and effect.

2. Legal Conformance with Law. This Agreement is made pursuant to and in accordance with the provisions of the Glen Ellyn Village Code, and its home rule powers, as established in the Illinois Compiled Statutes and the Illinois Constitution.

3. Annexation. The Property is currently contiguous to the Village limits and shall be annexed to the Village prior to the issuance of any building permits to connect the Property to the Village's water and sanitary sewer mains. In order to facilitate the annexation of the Property, the Owners have filed a fully executed Annexation Petition attached to this agreement as *Exhibit "B"*, have provided the Owners' proof of ownership of the Property and, (c) provided a Plat of Annexation acceptable in form and content to the Village Engineer and Village Attorney. With the Village's receipt of the Annexation Petition, the Owners' proof of ownership, and approved Plat of Annexation, the Village's Corporate Authorities shall adopt a valid and binding Annexation Ordinance providing for the annexation of the Property and any adjacent rights-of-way to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8. The Village Clerk shall then promptly cause the Annexation Ordinance, Plat of Annexation, and related documents, including all required notices, to be recorded in the Office of the DuPage County Recorder.

Should a court of competent jurisdiction determine that annexation of the Property was defective because of the failure of the Parties to follow a procedural requirement constituting a valid precondition to proper annexation of the Property, the Parties, including the successors and assigns of the Owners, agree to promptly cause the Property to be reannexed to the Village in a manner that satisfies all procedural requirements.

Should a court of competent jurisdiction determine that annexation of the Property by the Village was without lawful authority (i.e., lack of contiguity), the Parties agree that this Agreement shall be deemed a Pre-Annexation Agreement authorized pursuant to 65 ILCS 5/11-15.1-1, as amended, and shall remain in full force and effect to the extent permitted by law. Thereafter, should the Property become contiguous to the Village, the Parties, including the successors and assigns of the Owners, agree to promptly take all necessary steps as may then be provided by law to cause the annexation of the Property to the Village.

4. Zoning. Contemporaneous with, or immediately following, the adoption of a valid and binding Annexation Ordinance, the Community Development Director shall, without further hearing automatically zone the Property R2 Residential zoning district in accordance with Section 10-3-3 of the Glen Ellyn Zoning Code. Any existing use of the Property, upon annexation, that does not comply with the requirements of that zoning category, may continue to be used for its existing purpose subject to the Village's zoning provisions regarding nonconformities. Because the zoning category to be granted to the Property is that which automatically will be granted pursuant to Section 10-3-3 of the Zoning Code, the process under which this Agreement was entered into did not include a public hearing before the Glen Ellyn Plan Commission. The zoning category to be granted to this Property will therefore be automatically established and the designation will appear in the next version of the Village's zoning map.

5. Water and Sewer Service.

A. The Village will extend the water and sanitary mains constructed as part of the development for the Enclaves of Glen Oak Subdivision. The utility mains are located at the corner of Cumnor Avenue and Fairway Street and will be extended northerly approximately 475 feet along Cumnor Avenue to its intersection with Acorn Avenue. The extension of the utilities will make Lake Michigan water served through the Glen Ellyn water distribution system and sanitary sewer service through the Village collection system for treatment at the Glenbard Wastewater Authority main treatment facility available for potentially 11 benefitting properties, none of which are currently served by public or private utilities. The properties benefitted by the Cumnor/Acorn Avenue utility extension project are shown on Exhibit "C".

B. The Village will pay the full cost of the construction of the water and sanitary main extensions including service lines, which will be stubbed out from the mains to a location in the public right-of-way to be determined in consultation with the individual property owners. The Village will make every reasonable effort to extend the water and sanitary mains in 2020.

C. Owner(s) of a benefitted property that have signed this Agreement will be required to connect to both the water and sanitary sewer systems within 6 months of the mains being installed in the public right-of-way.

D. The Owners agree to hire a contractor and to pay all water and sanitary service line construction costs, purchase a B-box, water valve, and pay all charges and refundable deposits associated with the construction of the private service line(s). The Owners also agree to pay all costs and fees associated with connecting to the water and sanitary sewer mains including the standard building permit, deposits and inspection fees.

E. The Owner(s) of benefitted properties, that wish to connect to Village utilities, shall be required to repay their proportionate share of the actual cost to the Village for extending the water and sanitary mains and providing service line stubs. Estimates have been made using a \$410,000 total project cost. Projections for individual lots with one (1) house are set forth and attached hereto in Exhibits "D-1" through "D-4". The annual payment amounts for Owner(s) that submit an annexation petition prior to the Village beginning construction on the project will not be greater than the estimates provided in Exhibit "D-4".

F. The first payment for each Property's proportionate share of the Cumnor/Acorn Avenue water and sanitary sewer extension will be due on _____ and annually thereafter in amounts not to exceed those shown on Exhibit "D-4".

G. Failure of the current or any future owner(s) to make the annual payment for their proportionate share of the water and sanitary sewer mains, within 30 days of notice from the Village to correct such default, will result in the water service being shut off until the account is either brought current or another solution has been agreed upon by both Parties.

H. Exhibits "D-1" and "D-3" provide information for benefitted properties whose owners do not wish to sign an annexation agreement at this time. This is for informational purposes only and reflects anticipated current costs, but the Village will not permit the owners of any benefitted property to receive water or sanitary service from the Village systems unless

those owners enter into an annexation agreement and annex to the Village. The Village may increase the costs of connection to property owners which have not signed an annexation agreement prior to commencement of the project, but such costs may not be decreased.

I. An application for a right-of-way vacation and minor subdivision has been submitted by the Owners of 21W536 Acorn Avenue and 0N282 Cumnor Avenue which will result in the creation of one new lot. Upon Village Board approval of the right-of-way vacation and minor subdivision, the Owners and successor assignees of the newly created lot will be required to pay their proportionate share of the water and sanitary sewer main extensions in accordance with Exhibit "D-4".

J. Water and Sanitary Sewer Rates. Until property is annexed, land which is connected to the Village's water and sanitary sewer system will pay the standard non-resident water and sewer rates generally applicable, and upon annexation, the land will pay the in-Village rates.

6. Fire Protection. The Property is currently located within the boundaries of a Special Service Area which imposes a special tax on unincorporated properties for fire protection services provided by the Glen Ellyn Volunteer Fire Company. At such time that the Property is annexed to the Village, the Property shall be removed from and shall no longer pay into the Fire SSA. Fire service fees will be billed monthly with other Village services such as refuse removal water, and sewer.

7. Miscellaneous Provisions.

A. Existing Utilities. Upon connection to the Village water and sanitary sewer systems, existing water wells and septic systems must be permanently sealed and abandoned in accordance with Village, County, and State requirements.

B. Property Use and Maintenance. From and after the date of annexation, the property shall be used and maintained in accordance with and pursuant to the Village Code of Glen Ellyn, including the applicable Building Codes, Subdivision Regulations and Zoning Code contained therein.

C. Fees. The Owners have paid a \$250.00 annexation fee and provided an escrow for the processing of the annexation request. Prior to the issuance of a building permit to connect the Property to the Village water and sanitary mains, the Owners will be required to pay the standard building permit and utility connection fees and deposits as published at the time of connection.

8. Village Address. Upon annexation to the Village, a new Village of Glen Ellyn address of 936 Acorn Avenue will be assigned to the Property. It will be the Owners' responsibility to display the new street number on the Property within 30 days of notice from the Village that the address change has been processed.

9. Term. The term of this Agreement will be 20 years from the date of execution hereof, which will be deemed to become effective on the date hereof.

10. Annexation Agreement Extension. At the option of the Village, the Village may extend this Annexation Agreement, at its conclusion, for an additional period of up to 20 years for a portion or all of the Property. If the Village wishes to exercise this option, it shall do so in writing not earlier

than two years before the expiration of the Annexation Agreement, nor later than three months prior to this Agreement's initial termination date. Notice shall be sent in writing to (i) that entity that has paid the real estate property taxes during one of the last two years for the Property or that portion of the Property for which the Village wishes to extend this Agreement or (ii) to the record title holder of the Property or that portion of the Property for which the Village wishes to extend this Agreement. If the Village decides in its sole and absolute opinion to extend the term of this Agreement, the Village may do so whether or not the Property, or any portion of the Property, has been annexed to the Village. The Village may only extend the term of this Agreement once. In the event that the Village has not exercised the option to extend the term of this Agreement pursuant to this Section, and if the property has not been annexed to the Village at this Agreement's initial termination date, the Village and the Owners may enter into a new Annexation Agreement in the manner provided by law. If the Village has been providing utility services to the non-annexed Property or any non-annexed portions of the Property pursuant to this Agreement, it may terminate such utility service at the conclusion of this Agreement; provided, however, that the Village provides not less than one year prior written notice of such termination to (i) that entity that has paid the real estate property taxes during one of the last two years for the Property or that portion of the Property for which the Village desires to terminate any such utility service or (ii) to the record title holder of the Property or any portion of the Property for which the Village desires to terminate any such utility service.

11. General Provisions.

A. Severability. In the event that any portion of this Annexation Agreement is found to be invalid by any court of competent jurisdiction, such finding of invalidity as to that portion will not affect the validity or enforceability of the balance of this Agreement.

B. Remedies. In addition to all rights and remedies specified in this Agreement, the Village will have the authority to pursue any and all rights and remedies, at law or in equity, to which it is entitled in order to enforce the terms of this Agreement. In the event that the Owners fail to comply, the Village may institute an action for specific performance along with other civil and quasi-criminal actions as permitted by law, and the Village may disconnect the water and sanitary sewer services. The Owners will be further liable for any attorney fees, court costs and other costs incurred by the Village as a consequence of the Village's enforcement of this provision.

C. Amendment. This Agreement may be amended from time to time with the consent of the parties, pursuant to Statute.

D. Conflict Regulations. The provisions of this Agreement shall supersede the provision of any Village Codes and Ordinances that may be in conflict with the provisions of this Agreement.

E. Enforcement. This Agreement shall be enforceable in any court of competent jurisdiction by either the Owners or the Village, and their respective successors and assigns, by an appropriate action at law or in equity, to secure the performance of the promises, obligations, and covenants in this Agreement, including the specific performance of this Agreement. The laws of the State of Illinois shall govern this Agreement. Any lawsuit enforcement filed against the Village of Glen Ellyn, or its officers, employees or independent contractors may only seek injunction, mandamus or specific performance for the enforcement of the agreement and may not seek damages.

F. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Owners and Village and their respective successors and assigns. No conveyance, transfer or assignment of fee title in the Property or of this Agreement shall serve to release the Owners of their duties and obligations already undertaken under this Agreement.

G. Application of Ordinances. Upon annexation, the Property and its use will be subject to all Village ordinances generally applicable throughout the Village except as herein set forth.

H. Recording. The Village Clerk is hereby directed to cause this Agreement to be recorded with the Recorder of Deeds of DuPage County, following its execution and approval by the Village Board.

I. No Disconnection. Once the Property subject to this Annexation Agreement has been annexed to the Village, the Owners shall not petition the Circuit Court to take any other action to cause the Property to be disconnected from the Village during the term of this Annexation Agreement or any extension to that term. In addition, the Owners may not during the term of this Annexation Agreement petition any other municipality or a court to permit annexation to another municipality.

J. Recitals and Exhibits. The recitals set forth in the beginning of this Agreement, and the exhibits attached hereto, are incorporated herein by this reference and shall constitute substantive provisions to this Agreement.

K. Captions and Paragraph Headings. The captions and paragraph headings used herein are for convenience only and shall not be used in construing any term or provision of this Agreement.

12. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137
Attn: Community Development Director

Notices and communications to the Owners shall be addressed to, and delivered at, the following address:

IN WITNESS WHEREOF, the parties have caused this Annexation Agreement to be executed by their duly authorized officers or individually, as the case may be, on _____ 2020.

VILLAGE OF GLEN ELLYN
A Municipal Corporation:

Village of Glen Ellyn
535 Duane Street

BY: _____
Diane McGinley, Village President

ATTEST:

BY: _____
John Chereskin, Village Clerk

PROPERTY OWNERS:

BY: _____

SUBSCRIBED AND SWORN to
before me this _____ day of
_____, 2020.

Notary Public

EXHIBIT LIST

EXHIBIT A:	Legal Description of Property
EXHIBIT B:	Petition for Annexation
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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOT 27 IN GLEN OAK, A SUBDIVISION OF PART OF THE SOUTH ½ 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.

P.I.N.(s): 05-12-304-001 & 05-12-304-002

PETITION FOR ANNEXATION
VILLAGE OF GLEN ELLYN, ILLINOIS

CLEAR PAGE

TO THE GLEN ELLYN VILLAGE BOARD:

Petitioners on oath state as follows:

1. That the undersigned are the sole owners of record of all of the property described in Attachment A and commonly known as 21 W 518 Fairway Glen Ellyn, IL 60137 and P.I.N. 05-12-314-007 (Subject Realty).
2. That this petition is executed by all of the owner(s) of record of the Subject Realty.
3. That no electors reside on the Subject Realty or, in the alternative, at least fifty-one percent (51%) of the electors residing on the Subject Realty have executed this petition.
4. That no portion of the property is within the corporate limits of any municipality.
5. That the Subject Property is either contiguous to the Village of Glen Ellyn, will be at the time of annexation, or may be contiguous when combined with other property annexing to the Village of Glen Ellyn.
6. That the property which the Petitioners desire to have annexed to the Village of Glen Ellyn is the property that is described in Attachment A attached hereto and made a part hereof.
7. That this Petition shall be in full force and effect from and after the date hereof and until the property is annexed to the Village of Glen Ellyn in agreement with State Law.

WHEREFORE, the applicants' petition that the property be annexed by ordinance to the Village of Glen Ellyn, Illinois, is in accordance with the appropriate statutes.

The undersigned, on oath, state that the undersigned have read the foregoing Petition for Annexation, have knowledge of the allegations contained therein, and that said allegations are true and correct to the best of the Petitioners' knowledge.

Owners of Record of Subject Property:

Signature: _____

Print Name: Tom W. MeyerDate: 5-18-18

Subscribed and sworn to before me this

18 day of May, 2018

NOTARY PUBLIC

Signature: _____

Print Name: _____

Date: _____

Subscribed and sworn to before me this

_____ day of _____, 20____

NOTARY PUBLIC

Signature: _____

Print Name: _____

Date: _____

Subscribed and sworn to before me this

_____ day of _____, 20____

NOTARY PUBLIC



Village of Glen Ellyn

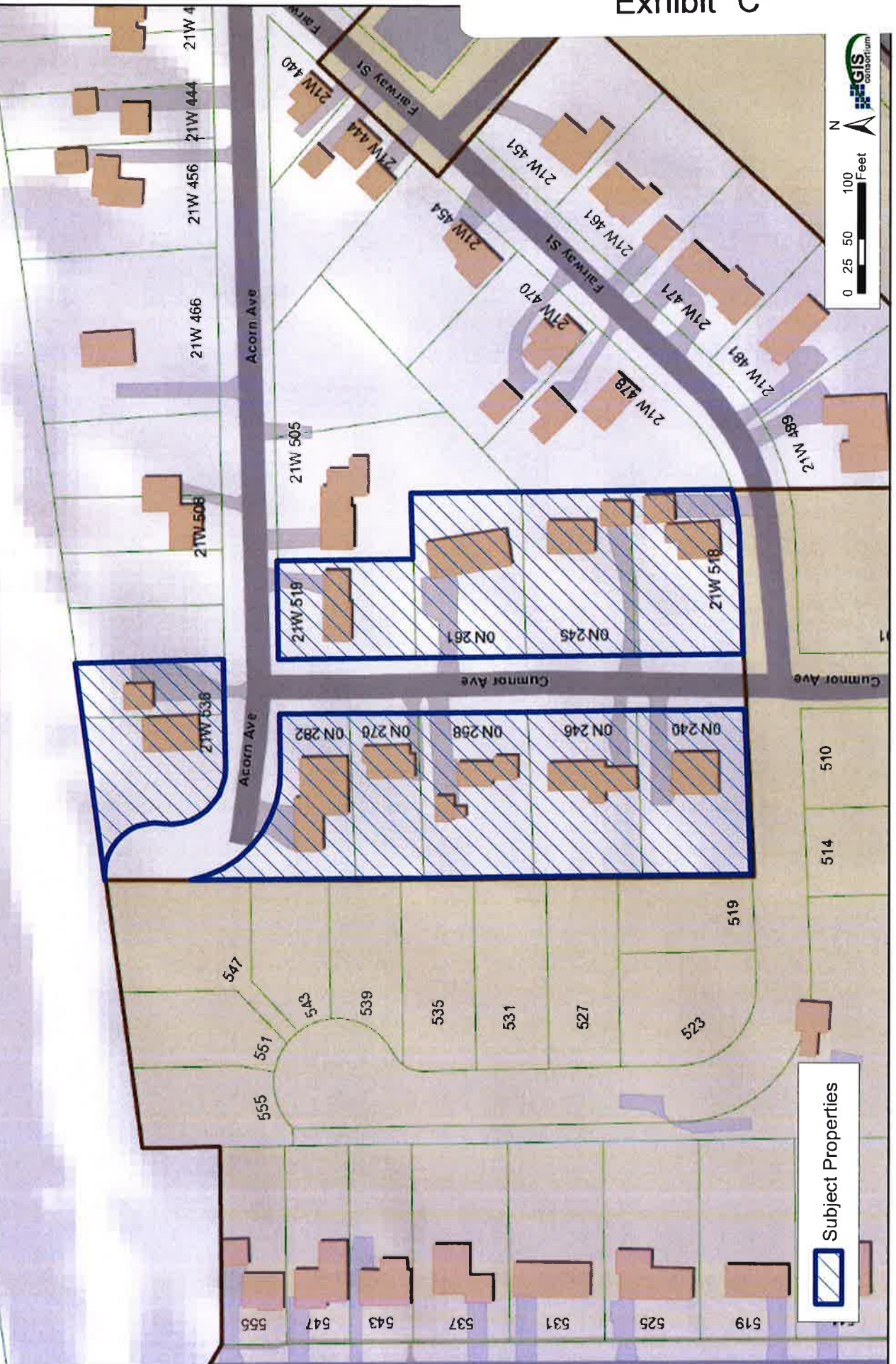


Exhibit "D-1"

Payment Options for the Cumnor/Acorn Water and Sanitary Sewer Extension to 11 Homes

	Option 1 (No Agreement)	Option 2 Payment Plan	Option 3 Pay in Full
1. Estimated cost per lot for water and sanitary mains	\$32,662.87 ¹	\$32,662.87 ¹	\$32,662.87 ¹
2. Annual interest rate on project	5%	3%	0%
3. 20-year payment schedule on net cost	No	Yes	No
4. Total paid for project per lot	Varies ²	\$43,908.85 ³	\$ 32,662.87

¹ See Exhibit D-2

² See Exhibit D-3

³ See Exhibit D-4

*Note: All options require connection to both water and sanitary sewer mains within 6 months

Exhibit "D-2"

Project Cost per Household					
	Project Cost	Percent Village Contribution*	Dollar Village Contribution	Discounted Project Cost	Cost per Home (for 11 homes)
Water	\$ 198,460.00	25%	\$ 49,615.00	\$ 148,845.00	\$ 13,531.36
Sanitary	\$ 210,440.00	0	\$ -	\$ 210,440.00	\$ 19,130.91
Total	\$ 408,900.00		\$ 49,615.00	\$ 359,285.00	\$ 32,662.27

*Typical Village contribution for benefit of the water mains to Village and Fire Company

Exhibit "D-3"

Payment Options for the Cumnor/Acorn Water and Sanitary Extension Option 1 (No Annexation Agreement at Project Commencement)

Year of Connection	Principal	Rate	Interest	Balance Due at Connection
2021	\$32,662.87	5.00%	\$1,633.14	\$34,296.01
2022		5.00%	\$1,714.80	\$36,010.81
2023		5.00%	\$1,800.54	\$37,811.35
2024		5.00%	\$1,890.57	\$39,701.92
2025		5.00%	\$1,985.10	\$41,687.02
2026		5.00%	\$2,084.35	\$43,771.37
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2030		5.00%	\$2,533.54	\$53,204.37
2031		5.00%	\$2,660.22	\$55,864.59
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Estimated Water Main Cost	\$13,531.96
Estimated Sanitary Sewer Cost	\$19,130.91
Principal Amount:	\$ 32,662.87
Term (Years)	20
Interest Rate:	3.00%

Pmt #	Principal Amount	Interest Amount	Annual Payment	Remaining Balance
1	\$1,214.79	\$981.00	\$2,195.79	\$31,448.08
2	\$1,252.34	\$943.44	\$2,195.79	\$30,195.74
3	\$1,289.91	\$905.87	\$2,195.79	\$28,905.82
4	\$1,328.61	\$867.17	\$2,195.79	\$27,577.21
5	\$1,368.47	\$827.32	\$2,195.79	\$26,208.74
6	\$1,409.52	\$786.26	\$2,195.79	\$24,799.22
7	\$1,451.81	\$743.98	\$2,195.79	\$23,347.41
8	\$1,495.36	\$700.42	\$2,195.79	\$21,852.04
9	\$1,540.23	\$655.56	\$2,195.79	\$20,311.81
10	\$1,586.43	\$609.35	\$2,195.79	\$18,725.38
11	\$1,634.03	\$561.76	\$2,195.79	\$17,091.36
12	\$1,683.05	\$512.74	\$2,195.79	\$15,408.31
13	\$1,733.54	\$462.25	\$2,195.79	\$13,674.77
14	\$1,785.54	\$410.24	\$2,195.79	\$11,889.23
15	\$1,839.11	\$356.68	\$2,195.79	\$10,050.12
16	\$1,894.28	\$301.50	\$2,195.79	\$8,155.84
17	\$1,951.11	\$244.68	\$2,195.79	\$6,204.72
18	\$2,009.65	\$186.14	\$2,195.79	\$4,195.08
19	\$2,069.93	\$125.85	\$2,195.79	\$2,125.14
20	\$2,125.14	\$63.75	\$2,188.90	\$0.00
	<u>\$32,662.87</u>	<u>\$11,245.98</u>	<u>\$43,908.85</u>	

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into this ____ day of _____ 2020, by, between, and among Tom Wiesenmayer ("Owner"), and the Village of Glen Ellyn ("Village"). The Village and Owner are collectively referred to as ("Parties").

RECITALS

A. The Owner is the owner of record of a parcel of land commonly known as 21W518 Fairway Street, in unincorporated DuPage County. The property is located on the north east side of Fairway Street at the intersection of Cumnor Avenue and is currently contiguous to the Village of Glen Ellyn. The subject property is legally described on *Exhibit "A"* attached hereto, is identified for real estate purposes as P.I.N.s 05-12-314-007 ("Property"), and is currently improved with one single family home.

B. The Village is an Illinois home rule municipal corporation, having its principal office at 535 Duane Street, Glen Ellyn, Illinois.

C. It is Village policy to enter into an annexation agreement with properties outside of its boundaries as a condition of providing Village utilities.

D. The Parties intend, in this Agreement to, establish contractual rights and obligations for the Parties regarding the time and manner of annexation and the construction of both water and sanitary utility lines by the Village.

E. A public hearing to consider this Agreement was conducted on November 9, 2020 and was noticed in the *Daily Herald* on October 23, 2020.

F. The Village has published all notices as required in the Illinois Municipal Code, 65 ILCS 5/11-15.1-3. *et seq.*

G. The Owner has agreed that the Property will be zoned in accordance with the R2 Residential District regulations as set forth in Section 10-4-8 of the Glen Ellyn Zoning Code, as the same may be amended from time to time ("Zoning Code"), when it is annexed to the Village to allow the Property to be used for a single-family dwelling unit in accordance with the terms and conditions of this Agreement.

H. All other matters, in addition to those specifically referred to above, which are included by this Agreement, have been considered by the Parties, and the development of the Property for the purposes permitted under the R2 Residential District regulations of the Zoning Code, all in accordance with the terms and conditions of this Agreement, will inure to the benefit and improvement of the Village by increasing the taxable value of the real property within the Village's corporate limits, extending the corporate limits and jurisdiction of the Village to the limits of the Property, promoting the sound planning and development of the Village, and otherwise enhancing and promoting the general welfare of the Village residents and taxpayers.

NOW THEREFORE, in consideration of the foregoing preambles and mutual covenants and agreements contained herein, the Parties agree as follows:

1. Incorporation of Recitals. The Parties hereby confirm the truth and validity of the representations and recitations set forth in the foregoing recitals. The Parties further acknowledge that the same are material to this Agreement and are hereby incorporated into and made a part of this Agreement and the same shall continue for so long as this Agreement is in full force and effect.

2. Legal Conformance with Law. This Agreement is made pursuant to and in accordance with the provisions of the Glen Ellyn Village Code, and its home rule powers, as established in the Illinois Compiled Statutes and the Illinois Constitution.

3. Annexation. The Property is currently contiguous to the Village limits and shall be annexed to the Village prior to the issuance of any building permits to connect the Property to the Village's water and sanitary sewer mains. In order to facilitate the annexation of the Property, the Owner has filed a fully executed Annexation Petition attached to this agreement as *Exhibit "B"*, has provided the Owner's proof of ownership of the Property and, (c) provided a Plat of Annexation acceptable in form and content to the Village Engineer and Village Attorney. With the Village's receipt of the Annexation Petition, the Owner's proof of ownership, and approved Plat of Annexation, the Village's Corporate Authorities shall adopt a valid and binding Annexation Ordinance providing for the annexation of the Property and any adjacent rights-of-way to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8. The Village Clerk shall then promptly cause the Annexation Ordinance, Plat of Annexation, and related documents, including all required notices, to be recorded in the Office of the DuPage County Recorder.

Should a court of competent jurisdiction determine that annexation of the Property was defective because of the failure of the Parties to follow a procedural requirement constituting a valid precondition to proper annexation of the Property, the Parties, including the successors and assigns of the Owner, agree to promptly cause the Property to be reannexed to the Village in a manner that satisfies all procedural requirements.

Should a court of competent jurisdiction determine that annexation of the Property by the Village was without lawful authority (i.e., lack of contiguity), the Parties agree that this Agreement shall be deemed a Pre-Annexation Agreement authorized pursuant to 65 ILCS 5/11-15.1-1, as amended, and shall remain in full force and effect to the extent permitted by law. Thereafter, should the Property become contiguous to the Village, the Parties, including the successors and assigns of the Owner, agree to promptly take all necessary steps as may then be provided by law to cause the annexation of the Property to the Village.

4. Zoning. Contemporaneous with, or immediately following, the adoption of a valid and binding Annexation Ordinance, the Community Development Director shall, without further hearing automatically zone the Property R2 Residential zoning district in accordance with Section 10-3-3 of the Glen Ellyn Zoning Code. Any existing use of the Property, upon annexation, that does not comply with the requirements of that zoning category, may continue to be used for its existing purpose subject to the Village's zoning provisions regarding nonconformities. Because the zoning category to be granted to the Property is that which automatically will be granted pursuant to Section 10-3-3 of the Zoning Code, the process under which this Agreement was entered into did not include a public hearing before the Glen Ellyn Plan Commission. The zoning category to be granted to this Property will therefore be automatically established and the designation will appear in the next version of the Village's zoning map.

5. Water and Sewer Service.

A. The Village will extend the water and sanitary mains constructed as part of the development for the Enclaves of Glen Oak Subdivision. The utility mains are located at the corner of Cumnor Avenue and Fairway Street and will be extended northerly approximately 475 feet along Cumnor Avenue to its intersection with Acorn Avenue. The extension of the utilities will make Lake Michigan water served through the Glen Ellyn water distribution system and sanitary sewer service through the Village collection system for treatment at the Glenbard Wastewater Authority main treatment facility available for potentially 11 benefitting properties, none of which are currently served by public or private utilities. The properties benefitted by the Cumnor/Acorn Avenue utility extension project are shown on Exhibit "C".

B. The Village will pay the full cost of the construction of the water and sanitary main extensions including service lines, which will be stubbed out from the mains to a location in the public right-of-way to be determined in consultation with the individual property owners. The Village will make every reasonable effort to extend the water and sanitary mains in 2020.

C. The owner of 21W518 Fairway Street will be required to connect to both the water and sanitary sewer systems within 3 years of the date of this Agreement.

D. The Owner agrees to hire a contractor and to pay all water and sanitary service line construction costs, purchase a B-box, water valve, and pay all charges and refundable deposits associated with the construction of the private service line(s). The Owner also agrees to pay all costs and fees associated with connecting to the water and sanitary sewer mains including the standard building permit, deposits and inspection fees.

E. The Owner(s) of benefitted properties, that wish to connect to Village utilities, shall be required to repay their proportionate share of the actual cost to the Village for extending the water and sanitary mains and providing service line stubs. Estimates have been made using a \$410,000 total project cost. Projections for individual lots with one (1) house are set forth and attached hereto in Exhibits "D-1" through "D-4". The annual payment amounts for Owner(s) that submit an annexation petition prior to the Village beginning construction on the project will not be greater than the estimates provided in Exhibit "D-4".

F. The first payment for each Property's proportionate share of the Cumnor/Acorn Avenue water and sanitary sewer extension will be due on _____ and annually thereafter in amounts not to exceed those shown on Exhibit "D-4".

G. Failure of the current or any future owner(s) to make the annual payment for their proportionate share of the water and sanitary sewer mains, within 30 days of notice from the Village to correct such default, will result in the water service being shut off until the account is either brought current or another solution has been agreed upon by both Parties.

H. Exhibits "D-1" and "D-3" provide information for benefitted properties whose owners do not wish to sign an annexation agreement at this time. This is for informational purposes only and reflects anticipated current costs, but the Village will not permit the owners of any benefitted property to receive water or sanitary service from the Village systems unless those owners enter into an annexation agreement and annex to the Village. The Village may

increase the costs of connection to property owners which have not signed an annexation agreement prior to commencement of the project, but such costs may not be decreased.

I. Water and Sanitary Sewer Rates. Until property is annexed, land which is connected to the Village's water and sanitary sewer system will pay the standard non-resident water and sewer rates generally applicable, and upon annexation, the land will pay the in-Village rates.

6. Fire Protection. The Property is currently located within the boundaries of a Special Service Area which imposes a special tax on unincorporated properties for fire protection services provided by the Glen Ellyn Volunteer Fire Company. At such time that the Property is annexed to the Village, the Property shall be removed from and shall no longer pay into the Fire SSA. Fire service fees will be billed monthly with other Village services such as refuse removal water, and sewer.

7. Miscellaneous Provisions.

A. Existing Utilities. Upon connection to the Village water and sanitary sewer systems, existing water wells and septic systems must be permanently sealed and abandoned in accordance with Village, County, and State requirements.

B. Property Use and Maintenance. From and after the date of annexation, the property shall be used and maintained in accordance with and pursuant to the Village Code of Glen Ellyn, including the applicable Building Codes, Subdivision Regulations and Zoning Code contained therein.

C. Fees. The Owner has paid a \$250.00 annexation fee and provided an escrow for the processing of the annexation request. Prior to the issuance of a building permit to connect the Property to the Village water and sanitary mains, the Owner will be required to pay the standard building permit and utility connection fees and deposits as published at the time of connection.

8. Village Address. Upon annexation to the Village, a new Village of Glen Ellyn address of 944 Fairway Street will be assigned to the Property. It will be the Owner's responsibility to display the new street number on the Property within 30 days of notice from the Village that the address change has been processed.

9. Term. The term of this Agreement will be 20 years from the date of execution hereof, which will be deemed to become effective on the date hereof.

10. Annexation Agreement Extension. At the option of the Village, the Village may extend this Annexation Agreement, at its conclusion, for an additional period of up to 20 years for a portion or all of the Property. If the Village wishes to exercise this option, it shall do so in writing not earlier than two years before the expiration of the Annexation Agreement, nor later than three months prior to this Agreement's initial termination date. Notice shall be sent in writing to (i) that entity that has paid the real estate property taxes during one of the last two years for the Property or that portion of the Property for which the Village wishes to extend this Agreement or (ii) to the record title holder of the Property or that portion of the Property for which the Village wishes to extend this Agreement. If the Village decides in its sole and absolute opinion to extend the term of this Agreement, the Village may do so whether or not the Property, or any portion of the Property, has been annexed to the Village. The Village may only extend the term of this Agreement once. In the event that the Village has not

exercised the option to extend the term of this Agreement pursuant to this Section, and if the property has not been annexed to the Village at this Agreement's initial termination date, the Village and the Owner may enter into a new Annexation Agreement in the manner provided by law. If the Village has been providing utility services to the non-annexed Property or any non-annexed portions of the Property pursuant to this Agreement, it may terminate such utility service at the conclusion of this Agreement; provided, however, that the Village provides not less than one year prior written notice of such termination to (i) that entity that has paid the real estate property taxes during one of the last two years for the Property or that portion of the Property for which the Village desires to terminate any such utility service or (ii) to the record title holder of the Property or any portion of the Property for which the Village desires to terminate any such utility service.

11. General Provisions.

A. Severability. In the event that any portion of this Annexation Agreement is found to be invalid by any court of competent jurisdiction, such finding of invalidity as to that portion will not affect the validity or enforceability of the balance of this Agreement.

B. Remedies. In addition to all rights and remedies specified in this Agreement, the Village will have the authority to pursue any and all rights and remedies, at law or in equity, to which it is entitled in order to enforce the terms of this Agreement. In the event that the Owner fails to comply, the Village may institute an action for specific performance along with other civil and quasi-criminal actions as permitted by law, and the Village may disconnect the water and sanitary sewer services. The Owner will be further liable for any attorney fees, court costs and other costs incurred by the Village as a consequence of the Village's enforcement of this provision.

C. Amendment. This Agreement may be amended from time to time with the consent of the parties, pursuant to Statute.

D. Conflict Regulations. The provisions of this Agreement shall supersede the provision of any Village Codes and Ordinances that may be in conflict with the provisions of this Agreement.

E. Enforcement. This Agreement shall be enforceable in any court of competent jurisdiction by either the Owner or the Village, and their respective successors and assigns, by an appropriate action at law or in equity, to secure the performance of the promises, obligations, and covenants in this Agreement, including the specific performance of this Agreement. The laws of the State of Illinois shall govern this Agreement. Any lawsuit enforcement filed against the Village of Glen Ellyn, or its officers, employees or independent contractors may only seek injunction, mandamus or specific performance for the enforcement of the agreement and may not seek damages.

F. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Owner and Village and their respective successors and assigns. No conveyance, transfer or assignment of fee title in the Property or of this Agreement shall serve to release the Owner of his duties and obligations already undertaken under this Agreement.

G. Application of Ordinances. Upon annexation, the Property and its use will be subject to all Village ordinances generally applicable throughout the Village except as herein

set forth.

H. Recording. The Village Clerk is hereby directed to cause this Agreement to be recorded with the Recorder of Deeds of DuPage County, following its execution and approval by the Village Board.

I. No Disconnection. Once the Property subject to this Annexation Agreement has been annexed to the Village, the Owner shall not petition the Circuit Court to take any other action to cause the Property to be disconnected from the Village during the term of this Annexation Agreement or any extension to that term. In addition, the Owner may not during the term of this Annexation Agreement petition any other municipality or a court to permit annexation to another municipality.

J. Recitals and Exhibits. The recitals set forth in the beginning of this Agreement, and the exhibits attached hereto, are incorporated herein by this reference and shall constitute substantive provisions to this Agreement.

K. Captions and Paragraph Headings. The captions and paragraph headings used herein are for convenience only and shall not be used in construing any term or provision of this Agreement.

12. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("*e-mail*"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137
Attn: Community Development Director

Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

IN WITNESS WHEREOF, the parties have caused this Annexation Agreement to be executed by their duly authorized officers or individually, as the case may be, on _____ 2020.

VILLAGE OF GLEN ELLYN
A Municipal Corporation:

Village of Glen Ellyn
535 Duane Street

BY: _____
Diane McGinley, Village President

ATTEST:

BY: _____
John Chereskin, Village Clerk

PROPERTY OWNER:

BY: _____

SUBSCRIBED AND SWORN to
before me this _____ day of
_____, 2020.

Notary Public

EXHIBIT LIST

EXHIBIT A:	Legal Description of Property
EXHIBIT B:	Petition for Annexation
EXHIBIT C:	Map of Benefitting Properties
EXHIBIT D-1:	Payment Options 1-3 Overview
EXHIBIT D-2:	Project Cost per Household
EXHIBIT D-3:	Payment Option 1 – No Annexation Agreement
EXHIBIT D-4:	Payment Option 2 – 20 Year Repayment

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOT 16 IN GLEN OAK, A SUDIVISION 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 IN BOOK 7 OF PLATS, PAGE 89 AS DOCUMENT 110577, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-314-007

PETITION FOR ANNEXATION
VILLAGE OF GLEN ELLYN, ILLINOIS

CLEAR PAGE

TO THE GLEN ELLYN VILLAGE BOARD:

Petitioners on oath state as follows:

1. That the undersigned are the sole owners of record of all of the property described in Attachment A and commonly known as 21W536 Acorn Ave Glen Ellyn, IL 60137 and P.I.N. 05-12-304-001 (Subject Realty).
2. That this petition is executed by all of the owner(s) of record of the Subject Realty.
3. That no electors reside on the Subject Realty or, in the alternative, at least fifty-one percent (51%) of the electors residing on the Subject Realty have executed this petition.
4. That no portion of the property is within the corporate limits of any municipality.
5. That the Subject Property is either contiguous to the Village of Glen Ellyn, will be at the time of annexation, or may be contiguous when combined with other property annexing to the Village of Glen Ellyn.
6. That the property which the Petitioners desire to have annexed to the Village of Glen Ellyn is the property that is described in Attachment A attached hereto and made a part hereof.
7. That this Petition shall be in full force and effect from and after the date hereof and until the property is annexed to the Village of Glen Ellyn in agreement with State Law.

WHEREFORE, the applicants' petition that the property be annexed by ordinance to the Village of Glen Ellyn, Illinois, is in accordance with the appropriate statutes.

The undersigned, on oath, state that the undersigned have read the foregoing Petition for Annexation, have knowledge of the allegations contained therein, and that said allegations are true and correct to the best of the Petitioners' knowledge.

Owners of Record of Subject Property:

Signature: David Crane
Print Name: David Crane
Date: May 20, 2018

Signature: Sandra Crane
Print Name: Sandra Crane
Date: 5-20-18

Signature: _____
Print Name: _____
Date: _____

Subscribed and sworn to before me this
20 day of May, 2018
[Signature]
NOTARY PUBLIC

Subscribed and sworn to before me this
____ day of _____, 20____

NOTARY PUBLIC

Subscribed and sworn to before me this
____ day of _____, 20____

NOTARY PUBLIC



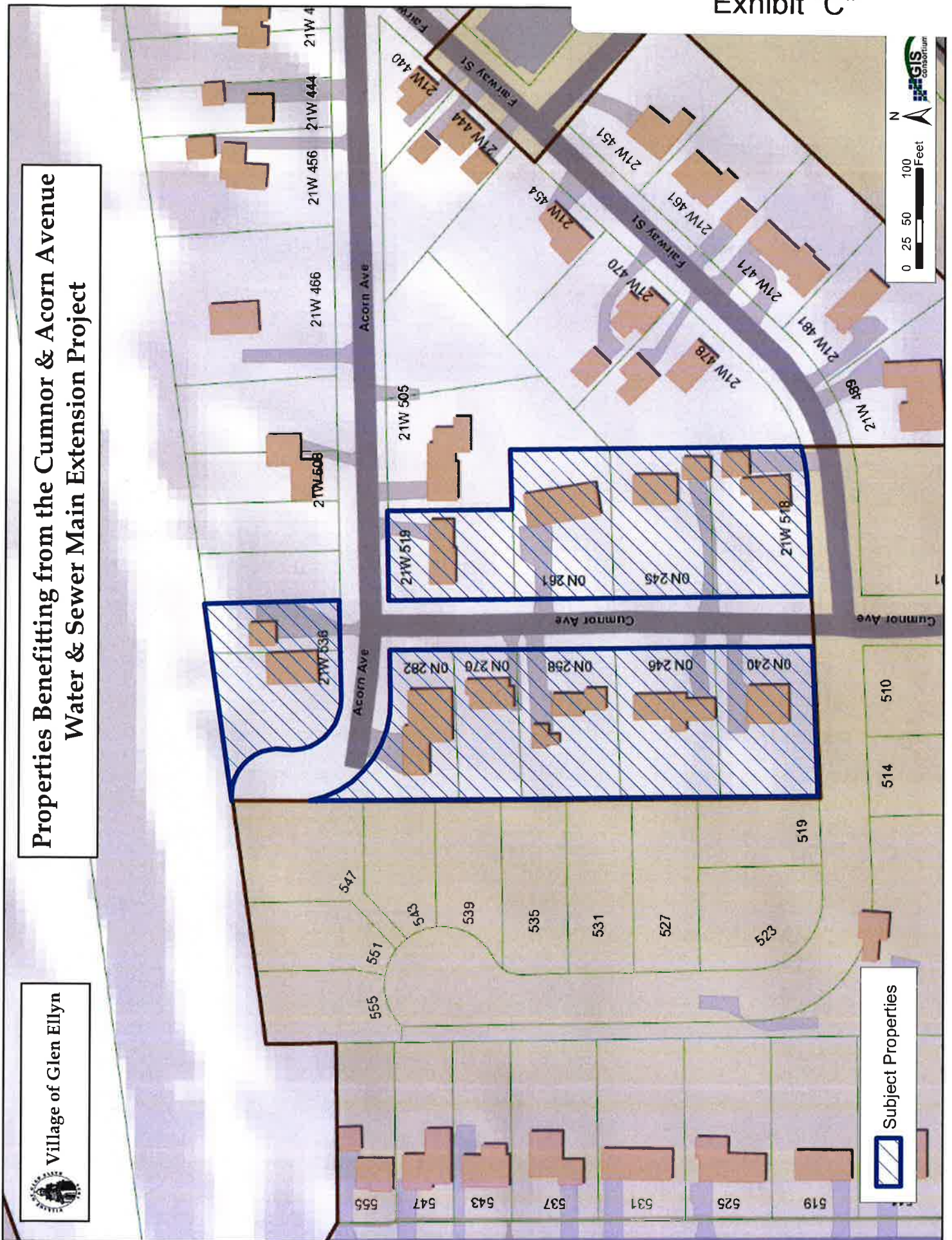


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1	\$1,214.79	\$981.00	\$2,195.79	\$31,448.08
2	\$1,252.34	\$943.44	\$2,195.79	\$30,195.74
3	\$1,289.91	\$905.87	\$2,195.79	\$28,905.82
4	\$1,328.61	\$867.17	\$2,195.79	\$27,577.21
5	\$1,368.47	\$827.32	\$2,195.79	\$26,208.74
6	\$1,409.52	\$786.26	\$2,195.79	\$24,799.22
7	\$1,451.81	\$743.98	\$2,195.79	\$23,347.41
8	\$1,495.36	\$700.42	\$2,195.79	\$21,852.04
9	\$1,540.23	\$655.56	\$2,195.79	\$20,311.81
10	\$1,586.43	\$609.35	\$2,195.79	\$18,725.38
11	\$1,634.03	\$561.76	\$2,195.79	\$17,091.36
12	\$1,683.05	\$512.74	\$2,195.79	\$15,408.31
13	\$1,733.54	\$462.25	\$2,195.79	\$13,674.77
14	\$1,785.54	\$410.24	\$2,195.79	\$11,889.23
15	\$1,839.11	\$356.68	\$2,195.79	\$10,050.12
16	\$1,894.28	\$301.50	\$2,195.79	\$8,155.84
17	\$1,951.11	\$244.68	\$2,195.79	\$6,204.72
18	\$2,009.65	\$186.14	\$2,195.79	\$4,195.08
19	\$2,069.93	\$125.85	\$2,195.79	\$2,125.14
20	\$2,125.14	\$63.75	\$2,188.90	\$0.00
	<u>\$32,662.87</u>	<u>\$11,245.98</u>	<u>\$43,908.85</u>	



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

Meeting 11/9/2020 7:00 PM
Department: Community Development
Department Head:
Category: Ordinance
Prepared By: Kelly Purvis

**AGENDA ITEM (ID
2020-638)**

DOC ID: 2020-638

Ordinance No. 6812, An Ordinance Annexing and Zoning the Properties Located at 0N276 Cumnor Avenue (proposed address 544 Cumnor Avenue), 0N282 Cumnor Avenue (proposed address 548 Cumnor Avenue), 21W518 Fairway Street (proposed address 944 Fairway Street), and 21W536 Acorn Avenue (proposed address 936 Acorn Avenue) Glen Ellyn, IL 60137

Statement of the Issue:

See attached Memo & Ordinance

Analysis:

See attached Memo & Ordinance

Budget Impact:

See attached Memo & Ordinance

Action Requested:

See attached Memo & Ordinance

Attachments:

1. VB Memo Annexation and AA
2. Ordinance Annexing & Zoning
3. Exhibit A1-A4 - Petitions for Annexation
4. Exhibit B1 - B2 - Plats of Annexation

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Kelly Purvis, Village Planner

DATE: October 29, 2020

FOR: November 9, 2020 – Village Board Meeting

SUBJECT: Consideration of Annexation Agreements and Annexation Petitions for the properties commonly known as 0N276 Cumnor Avenue, 0N282 Cumnor Avenue, 21W518 Fairway Street and 21W536 Acorn Avenue

Background: Owners of the subject properties located at 0N276 Cumnor Avenue, 0N282 Cumnor Avenue, 21W518 Fairway Street and 21W536 Acorn Avenue have petitioned the Village for annexation so that their properties can be connected to the Village water and sanitary sewer mains. The properties are generally located east of the Enclaves Subdivision, north of Hill Avenue (see attached zoning & location map). All of the properties are currently in unincorporated DuPage County and are contiguous to the Village limits. The Village is in the process of extending the water and sewer mains in the Cumnor Avenue right-of-way as approved by the Village Board on September 28, 2020 (see attached minutes). Upon completion of the water and sewer main extension project, both utilities will be available in public right-of-way adjacent to the subject properties.

Staff has drafted annexation agreements for the Village Board's consideration that include provisions which would require the petitioners to pay annually toward the cost of their proportionate share of the extended water and sanitary sewer mains and to connect to the mains within six months. The property located 21W518 Fairway Street is required to be connected within 3 years, due to some planned construction on the property, but the owners will begin paying for their proportionate share of the mains in 2021 along with the other property owners.

Upon annexation, the properties would be rezoned R2 Residential District, consistent with the surrounding incorporated properties. Section 10-3-3 of the Zoning Code allows the Community Development Director to automatically designate this classification without a public hearing. Upon annexation, the property will be subject to all of the Village's Codes and Ordinances generally applicable to all other properties in the Village.

The Village has held several meetings over the years with the residents on Cumnor Avenue, Acorn Avenue, Fairway Street, and Walnut Road regarding the extension of Village utilities (water and sewer mains) and annexation to the Village. In the past, most of the property owners in this area have been uninterested in paying the cost to extend the utilities from Hill Avenue through the subdivision and the extra costs associated with becoming a part of the Village. However, as part of the approval of the Enclaves Subdivision in 2016, the developers of that project extended Village water and sanitary mains north from Hill Avenue to the corner of

Cumnor Avenue and Fairway Street and then west into the Enclaves Subdivision. Since the water and sewer mains are much closer now, there have been several residents on Cumnor Avenue, Acorn Avenue and Fairway Street that have expressed an interest in connecting to Village utilities and annexing. There are 11 properties that will be benefitted by the utility extension project. Upon completion of the utility extension project, staff will bring forward an ordinance for the Village Board's consideration detailing the cost for any future connections, should the remaining benefitted property owners have an interest in connecting at a future date.

Village Board Action: The Village Board is being asked to consider the annexation agreements and petitions for annexation of the subject properties. Draft Ordinances approving the annexation agreement and the annexation have been prepared for the Village Board's consideration at the November 9, 2020 meeting.

Attachments:

- Location Map & Zoning Map
- Draft Minutes from the 9-28-2020 VB Meeting
- Petitioners' Applications to Annex
- Notice of Annexation Agreement and Annexation
- Affidavit of Service of Notice & Service List
- Draft Ordinance Approving Annexation Agreement
- Annexation Agreements – Exhibit "A-1" to "A-4" to the Annexation Agreement Ordinance
- Draft Ordinance Approving Annexation
- Petitions for Annexation – Exhibit "A-1" to "A-4" to Annexation Ordinance
- Plats of Annexation – Exhibit "B-1" and "B-2" to Annexation Ordinance

cc: Staci Springer, Director of Community Development
Philip Norton, Chief of Police
Christina Coyle, Finance Director
Julius Hansen, Public Works Director
Chris Clark, Fire Chief
Jeff Vesevick, Recreation Director
David & Sandra Crane, Petitioner
Dennis Anest & Susan Nies, Petitioner
Bruce Filippi, Petitioner
Tom Wiesenmayer, Petitioner

X:\Plandev\PLANNING\Annexations\Acorn & Cumnor Avenue\Annexation\VB Memo Annexation and AA.doc



Village of Glen Ellyn

Ordinance No. ____

**An Ordinance Annexing and Zoning the Properties Located at
0N276 Cumnor Avenue (proposed address 544 Cumnor Avenue),
0N282 Cumnor Avenue (proposed address 548 Cumnor Avenue),
21W518 Fairway Street (proposed address 944 Fairway Street),
and 21W536 Acorn Avenue (proposed address 936 Acorn Avenue)
Glen Ellyn, IL 60137**

**Adopted by the
President and the 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__.

PREPARED BY AND MAIL TO:
VILLAGE OF GLEN ELLYN
ATTN: VILLAGE CLERK
535 DUANE STREET
GLEN ELLYN, IL 60137

Ordinance No. ____

**An Ordinance Annexing and Zoning the Properties Located at
0N276 Cumnor Avenue (proposed address 544 Cumnor Avenue),
0N282 Cumnor Avenue (proposed address 548 Cumnor Avenue),
21W518 Fairway Street (proposed address 944 Fairway Street),
and 21W536 Acorn Avenue (proposed address 936 Acorn Avenue)
Glen Ellyn, IL 60137**

Whereas, the owners of the properties located at 0N276 Cumnor Avenue, 0N282 Cumnor Avenue, 21W518 Fairway Street, and 21W536 Acorn Avenue, “Owners” entered into Annexation Agreements with the Village of Glen Ellyn on November 9, 2020 pursuant to Ordinance No. ____; and

Whereas, Owners submitted applications to annex the aforementioned properties to the Village of Glen Ellyn pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8; and

Whereas, written annexation petitions, signed by the legal owners of record of the properties hereinafter described, have been filed with the Village Clerk of the Village of Glen Ellyn, DuPage County, Illinois, copies of which are attached hereto as Exhibit “A-1” through “A-4”; and

Whereas, said properties are not now within the corporate limits of any municipality but are contiguous to the Village of Glen Ellyn; and

Whereas, the four properties to be annexed are each legally described as follows:

PROPERTY COMMONLY KNOWN AS 0N276 CUMNOR AVENUE, GLEN ELLYN, IL 60137: THE SOUTH 63 FEET (MEASURED PARALLEL TO THE SOUTH LINE) OF LOT 28 OF GLEN OAK SUBDIVISION OF PART OF THE SOUTH ½ 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 NUMBER 110577, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-12-313-011; and

PROPERTY COMMONLY KNOWN AS 0N282 CUMNOR AVENUE, GLEN ELLYN, IL 60137: LOT 28 (EXCEPT THE SOUTH 63 FEET MEASURED PARALLEL TO THE SOUTH LINE THEREOF) IN GLEN OAK, A SUBDIVISION OF PART OF THE SOUTH ½ 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.

PIN: 05-12-313-010; and

PROPERTY COMMONLY KNOWN AS 21W518 FAIRWAY STREET, GLEN ELLYN, IL 60137: LOT 16 IN GLEN OAK, A SUDIVISION 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 IN BOOK 7 OF PLATS, PAGE 89 AS DOCUMENT 110577, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-12-314-007; and

PROPERTY COMMONLY KNOWN AS 21W536 ACORN AVENUE, GLEN ELLYN, IL 60137: LOT 27 IN GLEN OAK, A SUBDIVISION OF PART OF THE SOUTH ½ 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.

PIN(s): 05-12-304-001 and 05-12-304-002; and

Whereas, the properties to be annexed are identified on two Plats of Annexation: one prepared by TFW Surveying & Mapping, Inc., dated September 15, 2020, a reduced copy of which is attached hereto as Exhibit “B-1”; and one prepared by Steinbrecher Land Surveyors, Inc., dated August 28, 2020, a reduced copy of which is attached hereto as Exhibit “B-2”; and

Whereas, legal notices regarding the intention of the Village to annex the properties have been sent to all persons and public bodies required to receive such notice by State statute; and

Whereas, all petitions, documents, and other necessary legal requirements are in full compliance with the statutes of the State of Illinois, specifically Chapter 65, Sections 5/7-1-1 and 5/7-1-2 of the Illinois Compiled Statutes; and

Whereas, the Owners have expressed a desire to annex said properties to the Village of Glen Ellyn in order to connect to the Village’s water and sanitary sewer mains; and

Whereas, the Village has agreed to extend both water and sanitary sewer mains in the right-of-way adjacent to the subject properties; and

Whereas, the Owners and Village have agreed that the properties located at 0N276 Cumnor Avenue, 0N282 Cumnor Avenue and 21W536 Acorn Avenue will be connected to the Village water and sanitary mains within 6 months of the annexation of the properties; and

Whereas, the Owner and the Village have agreed that the property located at 21W518 Fairway Street will be connected to the Village water and sanitary mains within 3 years of the annexation of the property due to planned construction on the residence; and

Whereas, the subject properties are located within the North Glen Ellyn Fire Protection Special Service Area as established by Ordinance No. 5822, which imposes a special tax on unincorporated properties for fire protection services provided by the Glen Ellyn Volunteer Fire Company; and

Whereas, upon annexation to the Village, the subject properties shall be removed from and shall no longer pay into the North Glen Ellyn Fire Protection Special Service Area and will instead be billed monthly for fire service along with other Village services; and

Whereas, it is deemed to be in the best interest of the Village of Glen Ellyn that said properties be annexed thereto.

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 findings of fact set forth hereinabove in the recitals are hereby adopted by the President and Board of Trustees of the Village of Glen Ellyn.

Section Two: Pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, the subject properties, legally described herein above, and the adjacent rights-of-way are hereby annexed to the Village of Glen Ellyn, DuPage County, Illinois.

Section Three: The Village President and Village Clerk are hereby authorized to execute the Plats of Annexation for the properties, reduced copies of which are attached hereto as Exhibit “B-1” and Exhibit “B-2”.

Section Four: In accordance with Section 10-3-3 of the Glen Ellyn Zoning Code, the properties located at 0N276 Cumnor Avenue, 0N282 Cumnor Avenue, 21W518 Fairway Street, and 21W536 Acorn Avenue shall be automatically zoned R2 Single Family Residential zoning district upon annexation. The Village of Glen Ellyn Zoning Map shall be and is hereby amended to show the subject property as incorporated within the Village limits and zoned as R2 Single Family Residential zoning district.

Section Five: The Village shall be and is hereby authorized and directed to cause the properties located at 0N276 Cumnor Avenue, 0N282 Cumnor Avenue, 21W518 Fairway Street, and 21W536 Acorn Avenue to be removed from North Glen Ellyn Fire Protection Special Service Area.

Section Six: The Village Clerk shall be and is hereby authorized and directed to cause a certified copy of this Ordinance and the Plats of Annexation to be recorded in the Office of the DuPage County Recorder.

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

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

Ayes		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
		Kelli Christiansen				
Nayes		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
		Kelli Christiansen				
Absent		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
		Kelli Christiansen				

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

Village President

Attest:

Village Clerk

AFFIX VILLAGE SEAL

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

PETITION FOR ANNEXATION
VILLAGE OF GLEN ELLYN, ILLINOIS

TO THE GLEN ELLYN VILLAGE BOARD:

Exhibit "A-1"

Petitioners on oath state as follows:

1. That the undersigned are the sole owners of record of all of the property described in Attachment A and commonly known as DN. 276 Cumner Ave., Glen Ellyn IL 60137 and P.I.N. 05-12-313-011 (Subject Realty).
2. That this petition is executed by all of the owner(s) of record of the Subject Realty.
3. That no electors reside on the Subject Realty or, in the alternative, at least fifty-one percent (51%) of the electors residing on the Subject Realty have executed this petition.
4. That no portion of the property is within the corporate limits of any municipality.
5. That the Subject Property is either contiguous to the Village of Glen Ellyn, will be at the time of annexation, or may be contiguous when combined with other property annexing to the Village of Glen Ellyn.
6. That the property which the Petitioners desire to have annexed to the Village of Glen Ellyn is the property that is described in Attachment A attached hereto and made a part hereof.
7. That this Petition shall be in full force and effect from and after the date hereof and until the property is annexed to the Village of Glen Ellyn in agreement with State Law.

WHEREFORE, the applicants' petition that the property be annexed by ordinance to the Village of Glen Ellyn, Illinois, is in accordance with the appropriate statutes.

The undersigned, on oath, state that the undersigned have read the foregoing Petition for Annexation, have knowledge of the allegations contained therein, and that said allegations are true and correct to the best of the Petitioners' knowledge.

Owners of Record of Subject Property:

Signature: [Signature]
Print Name: Bruce Filippi
Date: June 8, 2018

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Subscribed and sworn to before me this _____ day of _____, 2018

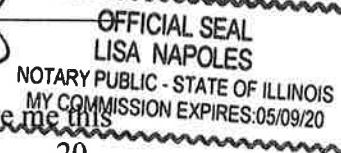
NOTARY PUBLIC

Subscribed and sworn to before me this _____ day of _____, 20____

NOTARY PUBLIC

Subscribed and sworn to before me this _____ day of _____, 20____

NOTARY PUBLIC



PETITION FOR ANNEXATION
VILLAGE OF GLEN ELLYN, ILLINOIS

CLEAR PAGE

TO THE GLEN ELLYN VILLAGE BOARD:

Exhibit "A-2"

Petitioners on oath state as follows:

1. That the undersigned are the sole owners of record of all of the property described in Attachment A and commonly known as ON 282 CUMMOR AVE, GLEN ELLYN, 60137 and P.I.N. 05-12-313-010 (Subject Realty).
2. That this petition is executed by all of the owner(s) of record of the Subject Realty.
3. That no electors reside on the Subject Realty or, in the alternative, at least fifty-one percent (51%) of the electors residing on the Subject Realty have executed this petition.
4. That no portion of the property is within the corporate limits of any municipality.
5. That the Subject Property is either contiguous to the Village of Glen Ellyn, will be at the time of annexation, or may be contiguous when combined with other property annexing to the Village of Glen Ellyn.
6. That the property which the Petitioners desire to have annexed to the Village of Glen Ellyn is the property that is described in Attachment A attached hereto and made a part hereof.
7. That this Petition shall be in full force and effect from and after the date hereof and until the property is annexed to the Village of Glen Ellyn in agreement with State Law.

WHEREFORE, the applicants' petition that the property be annexed by ordinance to the Village of Glen Ellyn, Illinois, is in accordance with the appropriate statutes.

The undersigned, on oath, state that the undersigned have read the foregoing Petition for Annexation, have knowledge of the allegations contained therein, and that said allegations are true and correct to the best of the Petitioners' knowledge.

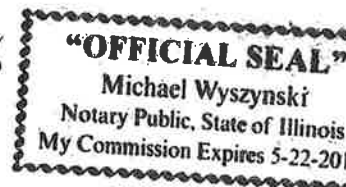
Owners of Record of Subject Property:

Signature: [Signature]
Print Name: DENNIS ANEST
Date: 1-14-2018

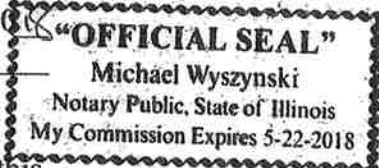
Signature: [Signature]
Print Name: SUSAN ENIERS
Date: 1-14-2018

Signature: _____
Print Name: _____
Date: _____

Subscribed and sworn to before me this
14 day of January, 2018
[Signature]
NOTARY PUBLIC



Subscribed and sworn to before me this
14 day of January, 2018
[Signature]
NOTARY PUBLIC



Subscribed and sworn to before me this
____ day of _____, 20____

NOTARY PUBLIC

PETITION FOR ANNEXATION
VILLAGE OF GLEN ELLYN, ILLINOIS

CLEAR PAGE

TO THE GLEN ELLYN VILLAGE BOARD:

Exhibit "A-3"

Petitioners on oath state as follows:

1. That the undersigned are the sole owners of record of all of the property described in Attachment A and commonly known as 214536 Acorn Ave Glen Ellyn, IL 60137 and P.I.N. 05-12-304-001 05-12-304-002 (Subject Realty).
2. That this petition is executed by all of the owner(s) of record of the Subject Realty.
3. That no electors reside on the Subject Realty or, in the alternative, at least fifty-one percent (51%) of the electors residing on the Subject Realty have executed this petition.
4. That no portion of the property is within the corporate limits of any municipality.
5. That the Subject Property is either contiguous to the Village of Glen Ellyn, will be at the time of annexation, or may be contiguous when combined with other property annexing to the Village of Glen Ellyn.
6. That the property which the Petitioners desire to have annexed to the Village of Glen Ellyn is the property that is described in Attachment A attached hereto and made a part hereof.
7. That this Petition shall be in full force and effect from and after the date hereof and until the property is annexed to the Village of Glen Ellyn in agreement with State Law.

WHEREFORE, the applicants' petition that the property be annexed by ordinance to the Village of Glen Ellyn, Illinois, is in accordance with the appropriate statutes.

The undersigned, on oath, state that the undersigned have read the foregoing Petition for Annexation, have knowledge of the allegations contained therein, and that said allegations are true and correct to the best of the Petitioners' knowledge.

Owners of Record of Subject Property:

Signature: David Crane
Print Name: David Crane
Date: May 20, 2018

Signature: Sandra Crane
Print Name: Sandra Crane
Date: 5-20-18

Signature: _____
Print Name: _____
Date: _____

Subscribed and sworn to before me this
20 day of May, 2018
Julie L Patton
NOTARY PUBLIC

Subscribed and sworn to before me this
____ day of _____, 20____

NOTARY PUBLIC

Subscribed and sworn to before me this
____ day of _____, 20____

NOTARY PUBLIC



PETITION FOR ANNEXATION
VILLAGE OF GLEN ELLYN, ILLINOIS

CLEAR PAGE

TO THE GLEN ELLYN VILLAGE BOARD:

Exhibit "A-4"

Petitioners on oath state as follows:

1. That the undersigned are the sole owners of record of all of the property described in Attachment A and commonly known as 21 W 518 Fairway Glen Ellyn, IL 60137 and P.I.N. 05-12-314-007 (Subject Realty).
2. That this petition is executed by all of the owner(s) of record of the Subject Realty.
3. That no electors reside on the Subject Realty or, in the alternative, at least fifty-one percent (51%) of the electors residing on the Subject Realty have executed this petition.
4. That no portion of the property is within the corporate limits of any municipality.
5. That the Subject Property is either contiguous to the Village of Glen Ellyn, will be at the time of annexation, or may be contiguous when combined with other property annexing to the Village of Glen Ellyn.
6. That the property which the Petitioners desire to have annexed to the Village of Glen Ellyn is the property that is described in Attachment A attached hereto and made a part hereof.
7. That this Petition shall be in full force and effect from and after the date hereof and until the property is annexed to the Village of Glen Ellyn in agreement with State Law.

WHEREFORE, the applicants' petition that the property be annexed by ordinance to the Village of Glen Ellyn, Illinois, is in accordance with the appropriate statutes.

The undersigned, on oath, state that the undersigned have read the foregoing Petition for Annexation, have knowledge of the allegations contained therein, and that said allegations are true and correct to the best of the Petitioners' knowledge.

Owners of Record of Subject Property:

Signature: _____
Print Name: Tamara J. Meyer
Date: 5-18-18

Subscribed and sworn to before me this
18 day of May, 2018

NOTARY PUBLIC

Signature: _____
Print Name: _____
Date: _____

Subscribed and sworn to before me this
_____ day of _____, 20____

NOTARY PUBLIC

Signature: _____
Print Name: _____
Date: _____

Subscribed and sworn to before me this
_____ day of _____, 20____

NOTARY PUBLIC

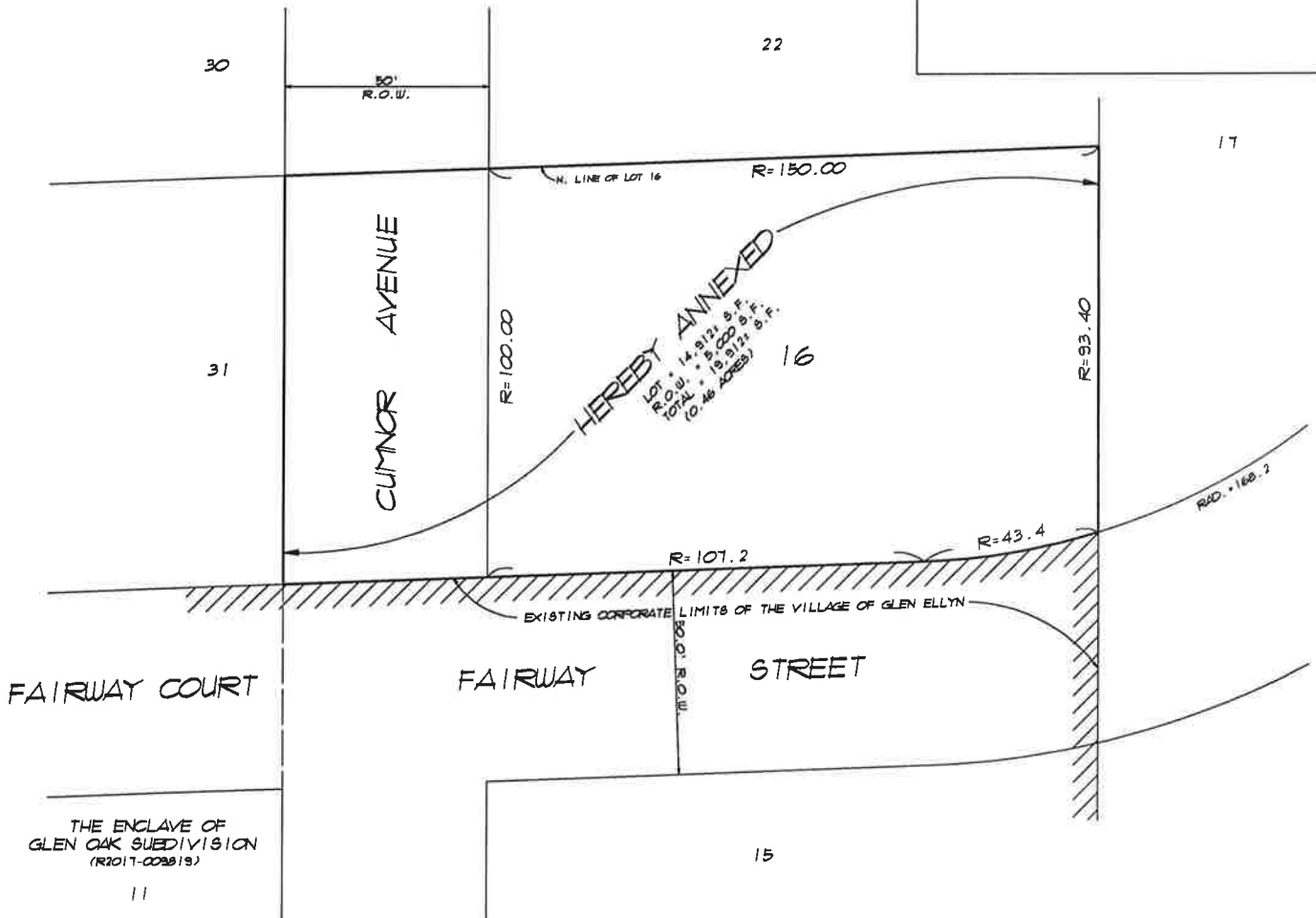


PLAT OF ANNEXATION TO THE VILLAGE OF GLEN ELLYN, ILLINOIS

LOT 16 AND THAT PART OF CUMNOR AVENUE LYING NORTH OF THE NORTH LINE OF FAIRWAY STREET AND SOUTH OF THE NORTH LINE OF SAID LOT 16 AS EXTENDED WEST ALL IN GLEN OAK, A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 12 TOWNSHIP 39 NORTH, RANGE 18 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 13, 1913, AS DOCUMENT 118577, IN DU PAGE COUNTY, ILLINOIS.

This property is known as 214518 Fairway Street, Glen Ellyn, Illinois.
P.I.N. 05-12-314-007

RECORDER'S STAMP



STATE OF ILLINOIS)
(S.S.
COUNTY OF DU PAGE)

THIS IS TO CERTIFY THAT STEINBRECHER LAND SURVEYORS, INC., REGISTERED PROFESSIONAL LAND SURVEYING DESIGN FIRM CORPORATION NO. 184-003126, HAVE PLATTED FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF GLEN ELLYN, ILLINOIS, THE PROPERTY SHOWN AND DESCRIBED ON THE ANNEXED PLAT, WHICH TO THE BEST OF OUR KNOWLEDGE AND BELIEF IS A CORRECT REPRESENTATION THEREOF.

West Chicago, Illinois, August 28, 2020.



Richard J. Steinbrecher
Professional Land Surveyor 3583
License expires Nov. 30, 2020

Steinbrecher Land Surveyors, Inc.
Professional Land Surveying
Design Firm Corporation No. 184-003126
141 S. Neilson Blvd., West Chicago, IL 60185-2844
(630) 293-8900 Fax 293-8902

SUBMITTED BY & RETURN TO:
VILLAGE OF GLEN ELLYN
ATTN: VILLAGE CLERK
535 DUANE STREET
GLEN ELLYN, IL 60137

STATE OF ILLINOIS)
(S.S.
COUNTY OF DU PAGE)

THIS INSTRUMENT, NO. _____, WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, 2020.

COUNTY RECORDER

STATE OF ILLINOIS)
(S.S.
COUNTY OF DU PAGE)

THE ANNEXED PLAT IS IDENTIFIED AS REPRESENTATIVE OF THE PROPERTY INCORPORATED INTO AND MADE A PART OF THE VILLAGE OF GLEN ELLYN, ILLINOIS AS PER ORDINANCE NO. _____, AND THE PROPERTY SHOWN AND DESCRIBED HEREON IS HEREBY INCORPORATED INTO AND MADE A PART OF THE VILLAGE OF GLEN ELLYN, ILLINOIS, BY SAID ORDINANCE.
DATED THIS _____ DAY OF _____, 2020.

ATTEST: _____
VILLAGE CLERK

VILLAGE PRESIDENT



**Glen Ellyn Village
Board**

535 Duane Street
Glen Ellyn, IL 60137

Meeting 11/9/2020 7:00 PM
Department: Community Development
Department Head: Staci Springer
Category: Ordinance
Prepared By: Cole Jackson

**AGENDA ITEM (ID
2020-627)**

DOC ID: 2020-627

**Ordinance No. 6813, An Ordinance Approving an Annexation
Agreement for the Property Located at 0N461 Scott
Avenue (Proposed Address: 623 Scott Avenue) Glen Ellyn, IL 60137**

Statement of the Issue:

Analysis:

Budget Impact:

Action Requested:

Attachments:

1. Memo Concerning the Annexation of the property commonly known as 0N461 Scott Avenue
2. 0N461 Scott Avenue Location Map
3. 0N461 Scott Avenue Annexation Public Notice
4. Affidavit of Service of Notice
5. An Ordinance Approving an Annexation Agreement for 0N461 Scott Avenue
6. Exhibit "A" 0N461 Scott Ave Annexation Agreement

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Springer, Community Development Director
Kelly Purvis, Village Planner
Cole Jackson, Associate Planner

DATE: November 02, 2020

FOR: November 09, 2020 Village Board meeting

SUBJECT: Annexation of the property commonly known as 0N461 Scott Avenue

Background: Peter and Gretchen Laska, owners of the property located at 0N461 Scott Avenue, (proposed address: 623 Scott Avenue), have submitted an annexation petition requesting that their property be annexed into the Village of Glen Ellyn. They are requesting annexation so that their home can be connected to the Village's water main. The subject property is located on the east side of Scott Avenue between Crescent Boulevard and Clifton Avenue. The property is currently in unincorporated DuPage County and is contiguous to the Village limits.

The Village Code requires all property within the Village limits to connect to both water and sanitary sewer if they are available in the adjacent right-of-way. As noted in the annexation agreement, water service is available and the property owner will be connected within six months of annexation. The property owner will pay all of the standard permit and connection fees as applicable to make the connection. As noted in the annexation agreement, the petitioners will also pay \$19,850.00 for their proportionate share of the water main prior to the issuance of building permits to make the connection. Sanitary sewer service is not yet available in this area. Should the Village sanitary sewer main be extended in the future, the property owners would be required to connect at such time.

The property at 0N461 Scott Avenue is located within the boundaries of a Special Service Area (SSA) which imposes a special tax on unincorporated properties for fire protection services provided by the Glen Ellyn Volunteer Fire Company. If the Village Board approves the annexation, the property will be removed from the Fire SSA and shall no longer pay into the Fire SSA, but will be assessed the monthly Village services bill, currently \$15, for fire service instead.

If annexed, the property would be zoned R1 Single Family Residential District, consistent with the surrounding incorporated properties with single family homes. Please note, the properties to the north, south and west have all been annexed into the Village (see attached location & zoning map). Section 10-3-3 of the Zoning Code allows the Community Development Director to automatically designate residential zoning classifications without a public hearing. Upon annexation, the property will be subject to all of the Village's Codes and Ordinances generally applicable to all other properties in the Village.

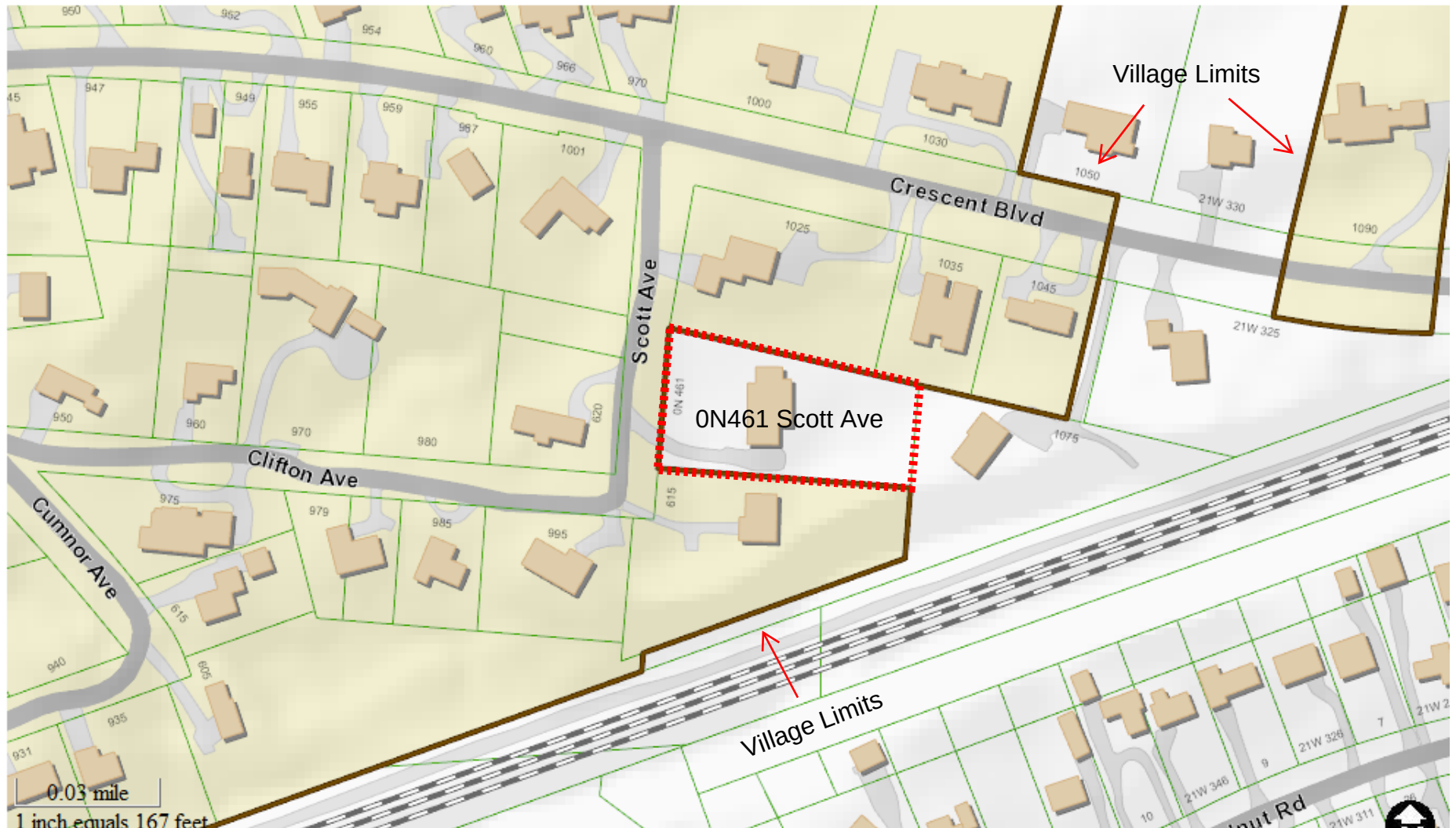
Village Board Action: The Village Board is being asked to consider the Annexation Agreement and annexation petition for the subject property. An ordinance approving the annexation agreement and the annexation request have been prepared for the Village Board's consideration at the November 09, 2020 meeting.

Attachments:

- Location Map
- Notice of Agreement and Annexation
- Affidavit of Service of Notice & Service List
- Ordinance Approving an Annexation Agreement for the Property Located at 0N461 Scott Avenue (Proposed Address: 623 Scott Avenue) Glen Ellyn, IL 60137
- Exhibit "A" Draft Annexation Agreement
- Ordinance Annexing and Zoning Property Located at 0N461 Scott Avenue (Proposed Address: 623 Scott Avenue) Glen Ellyn, IL 60137
- Exhibit "A" Petition to Annex
- Exhibit "B" Plat of Annexation

cc: Philip Norton, Chief of Police
Christina Coyle, Finance Director
Julius Hansen, Public Works Director
Dave Buckley, Assistant Public Works Director
Chris Clark, Fire Chief
Jeff Vesevick, Recreation Director
Dawn Bussey, Director of the Glen Ellyn Public Library
Dave Harris, Park District Director
Peter & Gretchen Laska, Petitioners

X:\Plandev\PLANNING\Annexations\Scott Ave 0N461 Voluntary\Village Board\VB Memo Annexation & Zoning.doc



Map created on October 6, 2020.

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The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law.

Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

NOTICE OF ANNEXATION AGREEMENT & ANNEXATION
TO THE VILLAGE OF GLEN ELLYN

In accordance with the Illinois Municipal Code, 65 ILCS 5/7-1-8 And 65 ILCS 5/11-15.1-3 on **November 09, 2020 at 7:00 p.m.**, the Glen Ellyn Village Board will consider the annexation of the property commonly known as 0N461 Scott Avenue located on the east side of Scott Avenue between Crescent Boulevard and Clifton Avenue. The property is owned by Peter and Gretchen Laska. The Village Board will hold a public hearing at the Glen Ellyn Civic Center in the Galligan Board Room to consider the proposed annexation agreement in accordance with Illinois State Statute. Remote participation in the meeting will also be available through the Zoom meeting platform. The property is improved with a single family home, it is currently in unincorporated DuPage County and is contiguous to the Village limits. The address, legal description and PINs for the subject property are provided below:

Address: 0N461 Scott Avenue, Glen Ellyn, IL 60137

Legal Description:

LOT 1 IN SULZMANN'S DIVISION OF BLOCK 3 IN ANDERSON AND PRATT'S SUBDIVISION OF PART OF THE WEST ½ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPLE MERIDIAN, ACCORDING TO THE PLAT OF SAID SULZMANN'S DIVISION RECORDED APRIL 17, 1957 AS DOCUMENT 839219, IN DUPAGE COUNTY, ILLINOIS.

P.I.N: 05-12-206-004

On June 12, 2020, Governor Pritzker signed PA 101-0640 (SB2135) into law. This new law amends the Open Meetings Act ILCS 120 to expressly authorize public bodies to meet remotely without the otherwise required quorum present at the meeting place while a disaster declaration is in place. The Covid-19 disaster declaration satisfies this condition, allowing the Village Board members to participate electronically in meetings at this time. All persons who are interested are invited to attend the public hearing in person or may participate in the meeting in progress on Zoom. The public hearing will be held at the Glen Ellyn Civic Center in the Galligan Board Room located at 535 Duane Street Glen Ellyn, IL 60137. The Zoom information for remote participation is provided below.

You are invited to a Zoom webinar.

When: Nov 9, 2020 07:00 PM Central Time (US and Canada)

Topic: Village Board Meeting - November 9

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85886986121?pwd=aStWSW5zWFZsRjJ2WUtaeUxXanJCUT09>

Passcode: 686258

Or iPhone one-tap :

US: +13126266799,,85886986121#,,,,,0#,,686258# or

+16465588656,,85886986121#,,,,,0#,,686258#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782

Webinar ID: 858 8698 6121

Passcode: 686258

International numbers available: <https://us02web.zoom.us/j/ke2mbPXt>

Copies of all materials regarding the annexation of this property are available for public review in the Community Development Department of the Civic Center, 535 Duane Street, Glen Ellyn, Illinois. Questions related to the proposed annexation should be directed to Cole Jackson at (630) 547-5246.

Individuals with disabilities who plan to attend and who require certain accommodations in order to allow them to observe and participate, or who have questions regarding the accessibility of the meeting or facilities, are requested to contact the Village at least 24 hours in advance of the meeting.

This space for Recorder's use only

This Document prepared by:

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

And after recording return to:

Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137
ATTN: Village Clerk

AFFIDAVIT OF SERVICE OF NOTICE:

**0N461 SCOTT AVENUE, GLEN ELLYN IL 60137
PIN: 05-12-206-004**

October 26, 2020

Mr. Fred Bucholz
DuPage County Recorder's Office
421 N. County Farm Road
Wheaton, IL 60187

AFFIDAVIT OF SERVICE OF NOTICE

Pursuant to the Illinois Municipal Code, the undersigned, being first duly sworn on oath, deposes and states that a true and correct copy of the NOTICE OF PUBLIC HEARING REGARDING AN ANNEXION AGREEMENT AND ANNEXATION TO THE VILLAGE OF GLEN ELLYN for the property located at:

Common Address

0N461 Scott Avenue Glen Ellyn, IL 60137

P.I.N.

05-12-206-004

Legally described as follows:

LOT 1 IN SULZMANN'S DIVISION OF BLOCK 3 IN ANDERSON AND PRATT'S SUBDIVISION OF PART OF THE WEST ½ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPLE MERIDIAN, ACCORDING TO THE PLAT OF SAID SULZMANN'S DIVISION RECORDED APRIL 17, 1957 AS DOCUMENT 839219, IN DUPAGE COUNTY, ILLINOIS.

Glen Ellyn, IL, was served upon the parties identified on the attached service list by depositing same in the United States mail at 535 Duane Street, Glen Ellyn, Illinois, 60137, on 10/26/2020, with proper postage fully prepaid. If you have any questions, please contact Cole Jackson, Associate Planner at 630-547-5246.

Cole Jackson
Affiant

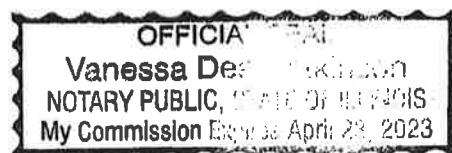
SUBSCRIBED and SWORN to

Before me this 21st day of

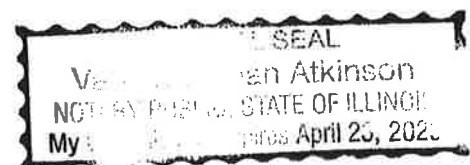
October 2020

Vanessa Dean Atkinson

Notary Public



Attachments: Service List
Notice of Annexation Agreement & Annexation
Map of Area



SERVICE LIST

The following were recipients of the "NOTICE OF ANNEXATION AGREEMENT & ANNEXATION TO THE VILLAGE OF GLEN ELLYN" under consideration by the Glen Ellyn Village Board on November 09, 2020 for property located at:

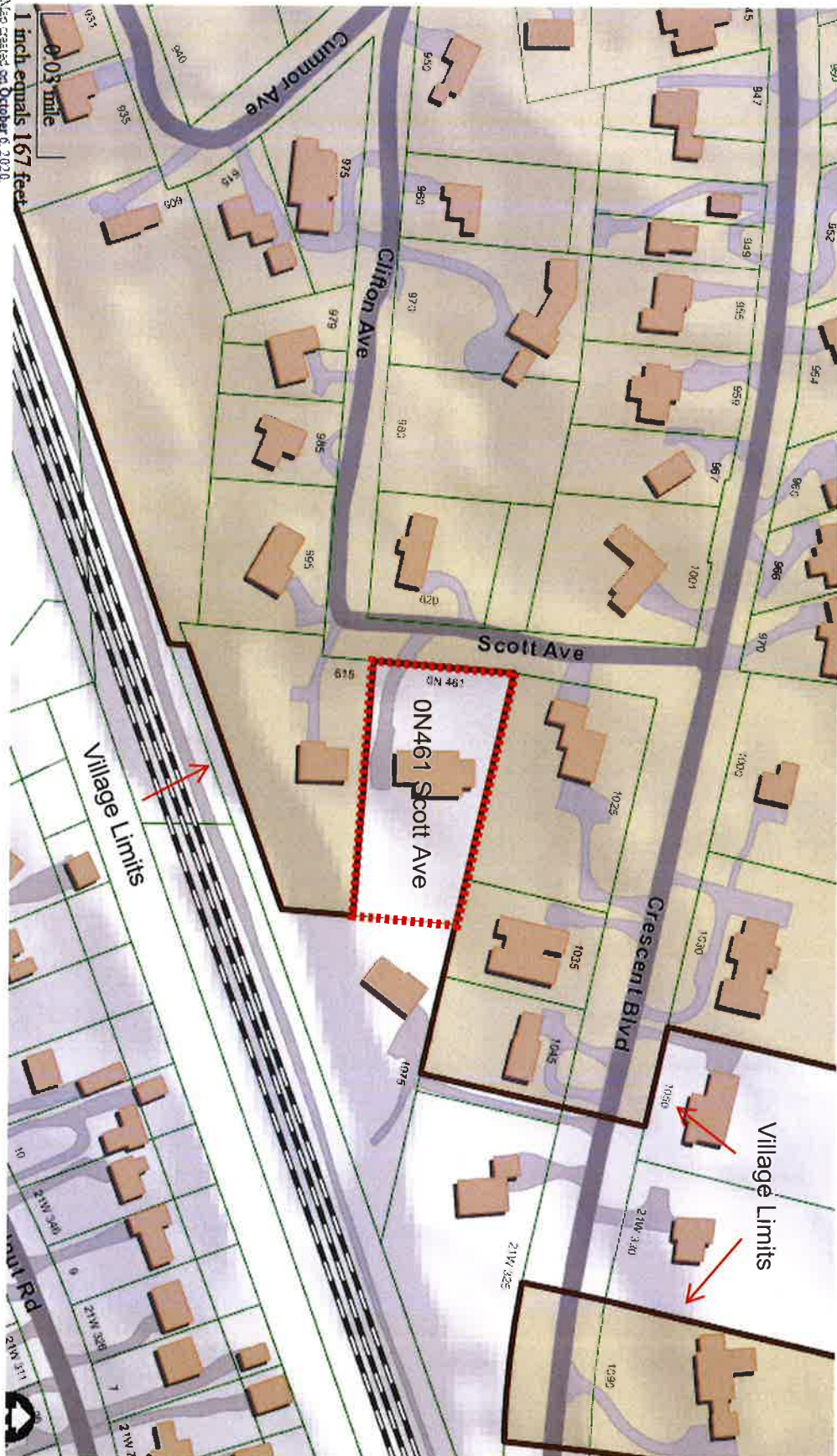
Common Address

0N461 Scott Avenue Glen Ellyn, IL 60137

P.I.N.

05-12-206-004

- Mark Franz, Village of Glen Ellyn Manager, 535 Duane St., Glen Ellyn, IL 60137
- Greg Mathews, Village of Glen Ellyn Attorney, 535 Duane St., Glen Ellyn, IL 60137
- John Chereskin, Village of Glen Ellyn Clerk, 535 Duane St., Glen Ellyn, IL 60137
- Directors of Village of Glen Ellyn Departments, 535 Duane St., Glen Ellyn, IL 60137
- Glen Ellyn Volunteer Fire Company, Chief Chris Clark, 524 Pennsylvania Ave., Glen Ellyn, IL, 60137
- Dawn Bussey, Director of the Glen Ellyn Public Library, 400 Duane Street, Glen Ellyn, IL 60137
- Dave Harris, Director of the Glen Ellyn Park District, 185 Spring Ave, Glen Ellyn, IL 60137
- Fred Bucholz, DuPage County Recorder, N. County Farm Road, Wheaton, IL 60187
- Jean Kaczmarek, DuPage County Clerk, 421 N. County Farm Road, Wheaton, IL 60187
- John Monino, Trustee, Milton Township, 1492 N. Main Street, Wheaton, IL 60187
- Salvatore Falbo, Trustee, Milton Township, 1492 N. Main Street, Wheaton, IL 60187
- Yadav Nathwani, Trustee, Milton Township, 1492 N. Main Street, Wheaton, IL 60187
- David Molitor, Trustee, Milton Township, 1492 N. Main Street, Wheaton, IL 60187
- Chris Heidorn, Milton Township Chairman, 1492 N. Main St., Wheaton, IL 60187
- Gail Hinkle, Milton Township Clerk, 1492 N. Main St., Wheaton, IL 60187
- Gary Muehlfelt, Milton Township Highway Commissioner, 21W040 Poss St., Glen Ellyn, IL 60137



Map created on October 6, 2020.
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The GIS Consortium and XGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law.
Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a basis for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

**NOTICE OF ANNEXATION AGREEMENT & ANNEXATION
TO THE VILLAGE OF GLEN ELLYN**

In accordance with the Illinois Municipal Code, 65 ILCS 5/7-1-8 And 65 ILCS 5/11-15.1-3 on **November 09, 2020 at 7:00 p.m.**, the Glen Ellyn Village Board will consider the annexation of the property commonly known as 0N461 Scott Avenue located on the east side of Scott Avenue between Crescent Boulevard and Clifton Avenue. The property is owned by Peter and Gretchen Laska. The Village Board will hold a public hearing at the Glen Ellyn Civic Center in the Galligan Board Room to consider the proposed annexation agreement in accordance with Illinois State Statute. Remote participation in the meeting will also be available through the Zoom meeting platform. The property is improved with a single family home, it is currently in unincorporated DuPage County and is contiguous to the Village limits. The address, legal description and PINs for the subject property are provided below:

Address: 0N461 Scott Avenue, Glen Ellyn, IL 60137

Legal Description:

LOT 1 IN SULZMANN'S DIVISION OF BLOCK 3 IN ANDERSON AND PRATT'S SUBDIVISION OF PART OF THE WEST ½ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPLE MERIDIAN, ACCORDING TO THE PLAT OF SAID SULZMANN'S DIVISION RECORDED APRIL 17, 1957 AS DOCUMENT 839219, IN DUPAGE COUNTY, ILLINOIS.

P.I.N: 05-12-206-004

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You are invited to a Zoom webinar.

When: Nov 9, 2020 07:00 PM Central Time (US and Canada)

Topic: Village Board Meeting - November 9

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85886986121?pwd=aStWSW5zWFZsRjJ2WUtacUxXanJCUT09>

Passcode: 686258

Or iPhone one-tap :

US: +13126266799,,85886986121#,,,,,0#,,686258# or

+16465588656,,85886986121#,,,,,0#,,686258#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782

Webinar ID: 858 8698 6121

Passcode: 686258

International numbers available: <https://us02web.zoom.us/j/ke2mbPXt>

Copies of all materials regarding the annexation of this property are available for public review in the Community Development Department of the Civic Center, 535 Duane Street, Glen Ellyn, Illinois. Questions related to the proposed annexation should be directed to Cole Jackson at (630) 547-5246.

Individuals with disabilities who plan to attend and who require certain accommodations in order to allow them to observe and participate, or who have questions regarding the accessibility of the meeting or facilities, are requested to contact the Village at least 24 hours in advance of the meeting.



Village of Glen Ellyn

Ordinance No. ____

**An Ordinance Approving an Annexation Agreement
for the Property Located at 0N461 Scott Avenue
(Proposed Address: 623 Scott Avenue)
Glen Ellyn, IL 60137**

**Adopted by the
President and the 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__.

PREPARED BY AND MAIL TO:
VILLAGE OF GLEN ELLYN
ATTN: VILLAGE CLERK
535 DUANE STREET
GLEN ELLYN, IL 60137

Ordinance No. ____

**An Ordinance Approving an Annexation Agreement
for the Property Located at 0N461 Scott Avenue
(Proposed Address: 623 Scott Avenue)
Glen Ellyn, IL 60137**

Whereas, Peter and Gretchen Laska, owners of the property located on the east side of Scott Avenue between Crescent Boulevard and Clifton Avenue and commonly known as 0N461 Scott Avenue (proposed address: 623 Scott Avenue), have petitioned the Village President and Board of Trustees of the Village of Glen Ellyn for approval of an Annexation Agreement; and

Whereas, the owners of record have expressed a desire to annex said property to the Village of Glen Ellyn; and

Whereas, the Village and owners have agreed to terms, set forth in the Annexation Agreement, attached hereto as Exhibit “A”; and

Whereas, said property is not now within the corporate limits of any municipality but is contiguous to the Village of Glen Ellyn; and

Whereas, the subject property is legally described as follows:

LOT 1 IN SULZMANN’S DIVISION OF BLOCK 3 IN ANDERSON AND PRATT’S SUBDIVISION OF PART OF THE WEST ½ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPLE MERIDIAN, ACCORDING TO THE PLAT OF SAID SULZMANN’S DIVISION RECORDED APRIL 17, 1957 AS DOCUMENT 839219, IN DUPAGE COUNTY, ILLINOIS.

P.I.N: 05-12-206-004

Whereas, the petitioners have indicated that they are ready, willing, and able to enter into the Annexation Agreement, attached hereto as Exhibit “A” and to bind themselves and their successors in interest to the terms of said annexation agreement; and

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

Whereas, in accordance with all statutorily required notices, on November 09, 2020 the Village Board conducted a public hearing on the proposed annexation agreement; and

Whereas, after due investigation and 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 “A”.

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 “A” 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 0N461 Scott Avenue (proposed address: 623 Scott Avenue), attached hereto as Exhibit “A” on behalf of the Village of Glen Ellyn, with any final changes subject to Village Attorney review.

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 _____

Ayes		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
		Kelli Christiansen				
Nays		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
		Kelli Christiansen				
Absent		Diane McGinley		Steve Thompson		Mark Senak

	Craig Pryde		Bill Enright		Gary Fasules
	Kelli Christiansen				

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

Village President

Attest:

Village Clerk

AFFIX VILLAGE SEAL

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

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into this _____ day of _____ 2020, by, between, and among Peter and Gretchen Laska ("Owners"), and the Village of Glen Ellyn ("Village"). The Village and Owners are collectively referred to as ("Parties").

RECITALS

A. The Owners are the owners of record of a parcel of land commonly known as 0N461 Scott Avenue, Glen Ellyn, Illinois, in unincorporated DuPage County. The property is located on the east side of Scott Avenue between Crescent Boulevard and Clifton Avenue and is currently contiguous to the Village of Glen Ellyn. The subject property is legally described on *Exhibit "A"* attached hereto, is identified for real estate purposes as P.I.N. 05-12-206-004 ("Property"), and is currently improved with one single family home.

B. The Village is an Illinois home rule municipal corporation, having its principal office at 535 Duane Street, Glen Ellyn, Illinois.

C. It is Village policy to require annexation of properties outside of its boundaries as a condition of providing Village utilities and entering into annexation agreement with the property owner(s) is common in order to specify the terms of such an annexation.

D. The Owners of the property at 0N461 Scott Avenue (proposed address: 623 Scott Avenue) have indicated that they are ready, willing and able to enter into this Annexation Agreement and bind themselves and their successors in interest to the terms and conditions of the said Agreement in order to obtain Village water service.

E. A public hearing to consider this Agreement was noticed in the *Daily Herald* on _____ and was held by Village President and Board of Trustees on November 09, 2020.

F. The Village has published all notices as required in the Illinois Municipal Code, 65 ILCS 5/11-15.1-3. *et seq.*

G. The Owners have agreed that the Property will be zoned in accordance with the R1 Residential District regulations as set forth in Section 10-4-7 of the Glen Ellyn Zoning Code, as the same may be amended from time to time ("Zoning Code"), when it is annexed to the Village to allow the Property to be used for a single-family dwelling unit in accordance with the terms and conditions of this Agreement.

H. All other matters, in addition to those specifically referred to above, which are included by this Agreement, have been considered by the Parties, and the development of the Property for the purposes permitted under the R1 Residential District regulations of the Zoning Code, all in accordance with the terms and conditions of this Agreement, will inure to the benefit and improvement of the Village by increasing the taxable value of the real property within the Village's corporate limits, extending the corporate limits and jurisdiction of the Village to the limits of the Property, promoting the sound planning and development of the Village, and otherwise enhancing and promoting the general welfare of the Village residents and taxpayers.

NOW THEREFORE, in consideration of the foregoing preambles and mutual covenants and

agreements contained herein, the Parties agree as follows:

1. Incorporation of Recitals. The Parties hereby confirm the truth and validity of the representations and recitations set forth in the foregoing recitals. The Parties further acknowledge that the same are material to this Agreement and are hereby incorporated into and made a part of this Agreement and the same shall continue for so long as this Agreement is in full force and effect.

2. Legal Conformance with Law. This Agreement is made pursuant to and in accordance with the provisions of the Glen Ellyn Village Code, and its home rule powers, as established in the Illinois Revised Statutes and the Illinois Constitution.

3. Annexation. The Property is currently contiguous to the Village limits and shall be annexed to the Village prior to the issuance of any building permits to connect the Property to the Village's water main. In order to facilitate the annexation of the Property, the Owners have filed a fully executed Annexation Petition attached to this agreement as *Exhibit "B"*, have provided the Owners' proof of ownership of the Property and, (c) provided a Plat of Annexation acceptable in form and content to the Community Development Department. With the Village's receipt of the Annexation Petition, the Owners' proof of ownership, and approved Plat of Annexation, the Village's Corporate Authorities shall adopt a valid and binding Annexation Ordinance providing for the annexation of the Property and any adjacent rights-of-way to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8. The Village Clerk shall then promptly cause the Annexation Ordinance, Plat of Annexation, and related documents, including all required notices, to be recorded in the Office of the DuPage County Recorder.

Should a court of competent jurisdiction determine that annexation of the Property was defective because of the failure of the Parties to follow a procedural requirement constituting a valid precondition to proper annexation of the Property, the Parties, including the successors and assigns of the Owners, agree to promptly cause the Property to be re-annexed to the Village in a manner that satisfies all procedural requirements.

Should a court of competent jurisdiction determine that annexation of the Property by the Village was without lawful authority (i.e., lack of contiguity), the Parties agree that this Agreement shall be deemed a Pre-Annexation Agreement authorized pursuant to 65 ILCS 5/11-15.1-1, as amended, and shall remain in full force and effect to the extent permitted by law. Thereafter, should the Property become contiguous to the Village, the Parties, including the successors and assigns of the Owner, agree to promptly take all necessary steps as may then be provided by law to perfect the annexation of the Property to the Village.

4. Zoning. Contemporaneous with, or immediately following, the adoption of a valid and binding Annexation Ordinance, the Community Development Director shall, without further hearing, automatically zone the Property to the R1 Residential District in accordance with Section 10-3-3 of the Glen Ellyn Zoning Code. Any existing use of the Property, upon annexation, that does not comply with the requirements of that zoning category, may continue to be used for its existing purpose subject to the Village's zoning provisions regarding nonconformities. Because the zoning category to be granted to the Property is that which automatically will be granted pursuant to Section 10-3-3, the process under which this Agreement was entered into did not include a public hearing before the Glen Ellyn Plan Commission. The zoning category to be granted to this Property will therefore be automatically established and the designation will appear in the next version of the Village's zoning map.

5. Water and Sewer Service.

A. The Village agrees to permit a single connection of the Property to the Village's existing water main running north-south near the Property at a location, alignment and configuration acceptable to the Public Works Department. The Owners shall be responsible for making the connection including securing all applicable permits and paying all applicable permit and connection fees. The Owners shall also pay a fee of \$19,850 to connect to the Village's water main for the property's proportionate share of the cost to construct the main. The Owners will make the connection of the Property to the water main within six months following the annexation of the Property to the Village.

B. At this time, the Village does not have plans to extend Village sanitary main to this property. At such time that the Village sanitary main is extended within right-of-way contiguous to the property or an easement contiguous to and accessible from the property or contiguous right-of-way, connection to the sanitary main is required within twelve (12) months of the Village notifying the owners of the extension. The Owners shall be responsible for making the connection and securing all applicable permits including paying all applicable permit and connection fees.

C. In the event that the Owners fail to comply with any provision of this Annexation Agreement, the Village may, at its sole option, discontinue water and/or sewer services to the Property and enforce this agreement in a court of appropriate jurisdiction by specific performance.

6. Fire Protection. The Property is currently located within the boundaries of a Special Service Area which imposes a special tax on unincorporated properties for fire protection services provided by the Glen Ellyn Volunteer Fire Company. At such time that the Property is annexed to the Village, the Property shall be removed from the Fire SSA and shall no longer pay into the Fire SSA, but shall be assessed by the Village a fee on a monthly bill for fire service.

7. Miscellaneous Provisions.

A. Village Address. Upon annexation to the Village, the proposed Village address shall be 623 Scott Avenue.

B. Property Use and Maintenance. From and after the date of annexation, the property shall be used and maintained in accordance with and pursuant to the Village Code of Glen Ellyn, including the applicable Building Codes, Subdivision Regulations and Zoning Code contained therein.

C. Existing Utilities. Upon connection to the Village water main, the existing water well on the property must be permanently sealed and abandoned in accordance with Village, County, and State requirements.

D. Annexation Fee. The annexation fee of \$250.00 has been waived by the Village and will not be required at the time of annexation.

8. Term. The term of this Agreement will be 20 years from the date of execution hereof, which will be deemed to become effective on the date hereof.

9. Annexation Agreement Extension. At the option of the Village, the Village may extend this Annexation Agreement, at its conclusion, for an additional period of up to 20 years for a portion or all of the Property. If the Village wishes to exercise this option, it shall do so in writing not earlier than two years before the expiration of the Annexation Agreement, nor later than three months prior to this Agreement's initial termination date. Notice shall be sent in writing to (i) that entity that has paid the real estate property taxes during one of the last two years for the Property or that portion of the Property for which the Village wishes to extend this Agreement or (ii) to the record title holder of the Property or that portion of the Property for which the Village wishes to extend this Agreement. If the Village decides in its sole and absolute opinion to extend the term of this Agreement, the Village may do so whether or not the Property, or any portion of the Property, has been annexed to the Village. The Village may only extend the term of this Agreement once. In the event that the Village has not exercised the option to extend the term of this Agreement pursuant to this Section, and if the property has not been annexed to the Village at this Agreement's initial termination date, the Village and the Owners may enter into a new Annexation Agreement in the manner provided by law. If the Village has been providing utility services to the non-annexed Property or any non-annexed portions of the Property pursuant to this Agreement, it may terminate such utility service at the conclusion of this Agreement; provided, however, that the Village provides not less than one year prior written notice of such termination to (i) that entity that has paid the real estate property taxes during one of the last two years for the Property or that portion of the Property for which the Village desires to terminate any such utility service or (ii) to the record title holder of the Property or any portion of the Property for which the Village desires to terminate any such utility service.

10. General Provisions.

A. Severability. In the event that any portion of this Annexation Agreement will be found to be invalid by any court of competent jurisdiction, such finding of invalidity as to that portion will not affect the validity or enforceability of the balance of this Agreement.

B. Remedies. In addition to all rights and remedies specified in this Agreement, the Village will have the authority to pursue any and all rights and remedies, at law or in equity, to which it is entitled in order to enforce the terms of this Agreement. In the event that the Owners fail to comply, the Village may institute an action for specific performance along with other civil and quasi-criminal actions as permitted by law, and the Village may disconnect the water and sanitary sewer services. The Owners will be further liable for any attorney fees, court costs and other costs incurred by the Village as a consequence of the Village's enforcement of this provision.

C. Amendment. This Agreement may be amended from time to time with the consent of the Parties, pursuant to Statute.

D. Conflict Regulations. The provisions of this Agreement shall supersede the provision of any Village Codes and Ordinances that may be in conflict with the provisions of this Agreement.

E. Enforcement. This Agreement shall be enforceable in any court of competent jurisdiction by either the Owners or the Village, and their respective successors and assigns, by an appropriate action at law or in equity, to secure the performance of the promises, obligations, and covenants in this Agreement, including the specific performance of this Agreement. The laws of the State of Illinois shall govern this Agreement. Any lawsuit enforcement filed against

the Village of Glen Ellyn, or its officers, employees or independent contractors may only seek injunction, mandamus or specific performance for the enforcement of the agreement and may not seek damages.

F. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Owners and Village and their respective successors and assigns. No conveyance, transfer or assignment of fee title in the Property or of this Agreement shall serve to release the Owners of their duties and obligations already undertaken under this Agreement.

G. Application of Ordinances. Upon annexation, the Property and its use will be subject to all Village ordinances generally applicable throughout the Village except as herein set forth.

H. Recording. The Village Clerk is hereby directed to cause this Agreement to be recorded with the Recorder of Deeds of DuPage County, following its execution and approval by the Village Board.

I. No Disconnection. Once the Property subject to this Annexation Agreement has been annexed to the Village, the Owners shall not petition the Circuit Court to take any other action to cause the Property to be disconnected from the Village during the term of this Annexation Agreement or any extension to that term. In addition, the Owners may not during the term of this Annexation Agreement petition any other municipality or a court to permit annexation to another municipality.

J. Recitals and Exhibits. The recitals set forth in the beginning of this Agreement, and the exhibits attached hereto, are incorporated herein by this reference and shall constitute substantive provisions to this Agreement.

K. Captions and Paragraph Headings. The captions and paragraph headings used herein are for convenience only and shall not be used in construing any term or provision of this Agreement.

11. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("*e-mail*"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137
Attn: Community Development Director

Notices and communications to the Owners shall be addressed to, and delivered at, the following address:

IN WITNESS WHEREOF, the parties have caused this Annexation Agreement to be executed by their duly authorized officers or individually, as the case may be, on _____, 2020.

VILLAGE OF GLEN ELLYN
A Municipal Corporation:

OWNER:

Village of Glen Ellyn
535 Duane Street

BY: _____

BY: _____
Village President

OWNER:

BY: _____

ATTEST:

BY: _____
Village Clerk

SUBSCRIBED AND SWORN to
before me this _____ day of
_____, 2020.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Owner: Peter and Gretchen Laska

Address: 0N461 Scott Avenue

P.I.N.: 05-12-206-004

Legal Description:

LOT 1 IN SULZMANN'S DIVISION OF BLOCK 3 IN ANDERSON AND PRATT'S SUBDIVISION OF PART OF THE WEST ½ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPLE MERIDIAN, ACCORDING TO THE PLAT OF SAID SULZMANN'S DIVISION RECORDED APRIL 17, 1957 AS DOCUMENT 839219, IN DUPAGE COUNTY, ILLINOIS.



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

Meeting 11/9/2020 7:00 PM
Department: Community Development
Department Head:
Category: Ordinance
Prepared By:

**AGENDA ITEM (ID
2020-628)**

DOC ID: 2020-628

**Ordinance No. 6814, An Ordinance Annexing and Zoning Property
Located at 0N461 Scott Avenue (Proposed Address: 623 Scott
Avenue) Glen Ellyn, IL 60137**

Statement of the Issue:

Analysis:

Budget Impact:

Action Requested:

Attachments:

1. Memo Concerning the Annexation of the property commonly known as 0N461 Scott Avenue
2. An Ordinance Approving the Annexation and Zoning for 0N461 Scott Avenue
3. Exhibit "A" Annexation Petition for 0N461 Scott Avenue
4. Exhibit "B" 0N461 Scott Avenue Plat of Annexation

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Springer, Community Development Director
Kelly Purvis, Village Planner
Cole Jackson, Associate Planner

DATE: November 02, 2020

FOR: November 09, 2020 Village Board meeting

SUBJECT: Annexation of the property commonly known as 0N461 Scott Avenue

Background: Peter and Gretchen Laska, owners of the property located at 0N461 Scott Avenue, (proposed address: 623 Scott Avenue), have submitted an annexation petition requesting that their property be annexed into the Village of Glen Ellyn. They are requesting annexation so that their home can be connected to the Village's water main. The subject property is located on the east side of Scott Avenue between Crescent Boulevard and Clifton Avenue. The property is currently in unincorporated DuPage County and is contiguous to the Village limits.

The Village Code requires all property within the Village limits to connect to both water and sanitary sewer if they are available in the adjacent right-of-way. As noted in the annexation agreement, water service is available and the property owner will be connected within six months of annexation. The property owner will pay all of the standard permit and connection fees as applicable to make the connection. As noted in the annexation agreement, the petitioners will also pay \$19,850.00 for their proportionate share of the water main prior to the issuance of building permits to make the connection. Sanitary sewer service is not yet available in this area. Should the Village sanitary sewer main be extended in the future, the property owners would be required to connect at such time.

The property at 0N461 Scott Avenue is located within the boundaries of a Special Service Area (SSA) which imposes a special tax on unincorporated properties for fire protection services provided by the Glen Ellyn Volunteer Fire Company. If the Village Board approves the annexation, the property will be removed from the Fire SSA and shall no longer pay into the Fire SSA, but will be assessed the monthly Village services bill, current \$15, for fire service instead.

If annexed, the property would be zoned R1 Single Family Residential District, consistent with the surrounding incorporated properties with single family homes. Please note, the properties to the north, south and west have all been annexed into the Village (see attached location & zoning map). Section 10-3-3 of the Zoning Code allows the Community Development Director to automatically designate residential zoning classifications without a public hearing. Upon annexation, the property will be subject to all of the Village's Codes and Ordinances generally applicable to all other properties in the Village.

Village Board Action: The Village Board is being asked to consider the Annexation Agreement and annexation petition for the subject property. An ordinance approving the annexation agreement and the annexation request have been prepared for the Village Board's consideration at the November 09, 2020 meeting.

Attachments:

- Location Map
- Notice of Agreement and Annexation
- Affidavit of Service of Notice & Service List
- Ordinance Approving an Annexation Agreement for the Property Located at 0N461 Scott Avenue (Proposed Address: 623 Scott Avenue) Glen Ellyn, IL 60137
- Exhibit "A" Draft Annexation Agreement
- Ordinance Annexing and Zoning Property Located at 0N461 Scott Avenue (Proposed Address: 623 Scott Avenue) Glen Ellyn, IL 60137
- Exhibit "A" Petition to Annex
- Exhibit "B" Plat of Annexation

cc: Philip Norton, Chief of Police
Christina Coyle, Finance Director
Julius Hansen, Public Works Director
Dave Buckley, Assistant Public Works Director
Chris Clark, Fire Chief
Jeff Vesevick, Recreation Director
Dawn Bussey, Director of the Glen Ellyn Public Library
Dave Harris, Park District Director
Peter & Gretchen Laska, Petitioners

X:\Plandev\PLANNING\Annexations\Scott Ave 0N461 Voluntary\Village Board\VB Memo Annexation & Zoning.doc



Village of Glen Ellyn

Ordinance No. ____

**An Ordinance Annexing and Zoning Property Located at
0N461 Scott Avenue (Proposed Address: 623 Scott Avenue)
Glen Ellyn, IL 60137**

**Adopted by the
President and the 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__.

PREPARED BY AND MAIL TO:
VILLAGE OF GLEN ELLYN
ATTN: VILLAGE CLERK
535 DUANE STREET
GLEN ELLYN, IL 60137

Ordinance No. ____

**An Ordinance Annexing and Zoning Property Located at
0N461 Scott Avenue (Proposed Address: 623 Scott Avenue)
Glen Ellyn, IL 60137**

Whereas, Peter and Gretchen Laska, owners of the property at 0N461 Scott Avenue, “Owner” entered into an Annexation Agreement with the Village of Glen Ellyn on November 09, 2020 pursuant to Ordinance No. ____; and

Whereas, Owner submitted an application to annex the aforementioned property to the Village of Glen Ellyn pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8; and

Whereas, a written annexation petition, signed by the legal owners of record of the property hereinafter described, has been filed with the Village Clerk of the Village of Glen Ellyn, DuPage County, Illinois, a copy of which is attached hereto as Exhibit ”A”; and

Whereas, said property is not now within the corporate limits of any municipality but is contiguous to the Village of Glen Ellyn; and

Whereas, the property to be annexed, commonly known as 0N461 Scott Avenue, Glen Ellyn, IL 60137 (with a proposed new street address of 623 Scott Avenue, Glen Ellyn, IL 60137) is legally described as follows:

LOT 1 IN SULZMANN’S DIVISION OF BLOCK 3 IN ANDERSON AND PRATT’S SUBDIVISION OF PART OF THE WEST ½ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPLE MERIDIAN, ACCORDING TO THE PLAT OF SAID SULZMANN’S DIVISION RECORDED APRIL 17, 1957 AS DOCUMENT 839219, IN DUPAGE COUNTY, ILLINOIS.

P.I.N: 05-12-206-004

Whereas, the property to be annexed is identified on the Plat of Annexation prepared by Steinbrecher Land Surveyors, Inc., dated October 23, 2020, a reduced copy of which is attached hereto as

Exhibit “B”; and

Whereas, legal notices regarding the intention of the Village to annex the property have been sent to all persons and public bodies required to receive such notice by State statute; and

Whereas, all petitions, documents, and other necessary legal requirements are in full compliance with the statutes of the State of Illinois, specifically Chapter 65, Sections 5/7-1-1 and 5/7-1-2 of the Illinois Compiled Statutes; and

Whereas, the owners of record have expressed a desire to annex said property to the Village of Glen Ellyn in order to connect to the Village water main; and

Whereas, the Village water main is located in the right-of-way adjacent to the subject property; and

Whereas, the subject property is located within the North Glen Ellyn Fire Protection Special Service Area as established by Ordinance No. 5822, which imposes a special tax on unincorporated properties for fire protection services provided by the Glen Ellyn Volunteer Fire Company; and

Whereas, upon annexation to the Village, the subject property shall be removed from and shall no longer pay into the North Glen Ellyn Fire Protection Special Service Area and will instead be billed monthly for fire service along with other Village services; and

Whereas, it is deemed to be in the best interest of the Village of Glen Ellyn that said property be annexed thereto.

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 findings of fact set forth hereinabove in the recitals are hereby adopted by the President and Board of Trustees of the Village of Glen Ellyn.

Section Two: Pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, the subject property, legally described herein above, and the adjacent rights-of-way are hereby annexed to the Village of Glen Ellyn, DuPage County, Illinois.

Section Three: The Village President and Village Clerk are hereby authorized to execute the Plat

of Annexation for the property, a reduced copy of which is attached hereto as Exhibit “B”.

Section Four: In accordance with Section 10-3-3 of the Glen Ellyn Zoning Code, the property at 0N461 Scott Avenue shall be automatically zoned R1 Single Family Residential District upon annexation. The Village of Glen Ellyn Zoning Map shall be and is hereby amended to show the subject property as incorporated within the Village limits and zoned as R1 Single Family Residential zoning district.

Section Five: The Village shall be and is hereby authorized and directed to cause the property located at 0N461 Scott Avenue to be removed from North Glen Ellyn Fire Protection Special Service Area.

Section Six: The Village Clerk shall be and is hereby authorized and directed to cause a certified copy of this Ordinance and the Plat of Annexation to be recorded in the Office of the DuPage County Recorder.

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

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

Ayes		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
		Kelli Christiansen				
Nays		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
		Kelli Christiansen				
Absent		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
		Kelli Christiansen				

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

Village President

Attest:

Village Clerk

AFFIX VILLAGE SEAL

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

PETITION FOR ANNEXATION
VILLAGE OF GLEN ELLYN, ILLINOIS

TO THE GLEN ELLYN VILLAGE BOARD:

Petitioners on oath state as follows:

1. That the undersigned are the sole owners of record of all of the property described in Attachment A and commonly known as 8N461 Scott Ave. Glen Ellyn IL 60137 and P.I.N. 05-12-206-004 (Subject Realty).
2. That this petition is executed by all of the owner(s) of record of the Subject Realty.
3. That no electors reside on the Subject Realty or, in the alternative, at least fifty-one percent (51%) of the electors residing on the Subject Realty have executed this petition.
4. That no portion of the property is within the corporate limits of any municipality.
5. That the Subject Property is either contiguous to the Village of Glen Ellyn, will be at the time of annexation, or may be contiguous when combined with other property annexing to the Village of Glen Ellyn.
6. That the property which the Petitioners desire to have annexed to the Village of Glen Ellyn is the property that is described in Attachment A attached hereto and made a part hereof.
7. That this Petition shall be in full force and effect from and after the date hereof and until the property is annexed to the Village of Glen Ellyn in agreement with State Law.

WHEREFORE, the applicants' petition that the property be annexed by ordinance to the Village of Glen Ellyn, Illinois, is in accordance with the appropriate statutes.

The undersigned, on oath, state that the undersigned have read the foregoing Petition for Annexation, have knowledge of the allegations contained therein, and that said allegations are true and correct to the best of the Petitioners' knowledge.

Owners of Record of Subject Property:

Signature: Gretchen Laska
Print Name: Gretchen Laska
Date: 10/5/2020

Signature: Peter Laska
Print Name: Peter Laska
Date: 10/5/2020

Signature: _____
Print Name: _____
Date: _____

Subscribed and sworn to before me this
5th day of October, 2020
Polly Christine Sheridan-Kenny
NOTARY PUBLIC

Subscribed and sworn to before me this
5th day of October, 2020
Polly Christine Sheridan-Kenny
NOTARY PUBLIC

Subscribed and sworn to before me this
_____ day of _____, 20_____

NOTARY PUBLIC



REIMBURSEMENT OF FEES AGREEMENT

Village of Glen Ellyn Acct: # _____
Initial Deposit Amount: _____

I. DESCRIPTION OF PROJECT: Annexation of 6N461 Scott Ave.

II. OWNER:

- A. Owner of Property: Peter & Gretchen Laska
B. Owner's Address: 6N461 Scott Ave., Glen Ellyn
C. Owner's Home Phone Number: 312-953-2949 Fax: _____
D. Owner's Work Phone Number: 312-203-7873
E. Owner's E-mail: gretchlaska@gmail.com
F. If Owner is a Land Trust or Corporation, the attached disclosures of interest should be filled out.

III. PERSON MAKING REQUEST (Petitioner):

- A. Name of Petitioner: Gretchen Laska + Peter Laska
B. Petitioner's Address: 6N461 Scott Ave., Glen Ellyn
C. Petitioner's Home Phone Number: 312-953-2949
D. Petitioner's Work Number: 312-203-7873
E. Petitioner's E-mail: gretchlaska@gmail.com

IV. LOCATION OF PROPERTY:

- A. General Location of Property: 6N461 Scott Ave., Glen Ellyn
B. Acreage of Parcel: 1 Acre
C. Permanent Index Number(s): 05-12-206-004
D. Legal Description (Please attach)

V. REIMBURSEMENT OF FEES:

The Ordinances of the Village require the owners of property, or individuals seeking to utilize property, to receive approval by ordinance or the issuance of a permit to undertake various uses or improvements of property in the Village. These uses can include requests for textual or map changes in the Zoning Ordinance, applications for building permits, requests for zoning relief and other similar requests. The Village has established a fee schedule for the anticipated use of staff time in processing such petitions or applications. In many cases, however the Village cannot reasonably evaluate the validity or compliance of the petition or application with the Ordinances of the Village without the use of reports from various

consultants. In some cases, the application or petition requires among other things, public hearings and associated public notice costs, preparation of minutes or transcripts from the public hearing or meeting, recording costs of Ordinances and the preparation of reports by consultants whose services require the payment of out-of-pocket expenses by the Village. These expenses would not have been incurred but for the petition or application. The Village does not intend to seek to make a profit on its utilization of such consultants, but requires that the applicant, or the person receiving benefit, shall be obligated to reimburse the out-of-pocket expenses incurred by the Village. The Village shall seek to employ consultants who shall charge rates consistent with those paid by private parties who seek similar consulting services. The Village intends, through this Agreement, to cause the payment of out-of-pocket expenses and to require the creation of an escrow fund to guarantee that the petition or application will not result in the citizens of the Village being required to pay for costs incurred at the request of the owner or applicant.

This document shall constitute a contract when an application is made for a license, permit, request for zoning relief or other approval involving the use of real property. Should the Village, in its sole and exclusive discretion, determine that it is necessary or desirable for the Village to obtain professional services, including, but not limited to, attorneys, engineers, planners, architects, surveyors, court reporters, traffic, drainage or other consultants, including full and/or part time site inspection services during the actual construction of any required improvements, and/or to incur costs related to any required notices or recordations, in connection with any application or petition filed by the petitioner then the petitioner and owner shall be jointly and severally liable for the payment of such professional fees and costs, as shall actually be incurred by the Village. The Community Development Director is hereby authorized to assign the above described services to the Village staff or to consultants, as the Director deems appropriate and without prior notification to the petitioner.

Any application or petition to be reviewed by the Community Development Department or by the Plan Commission shall require the petitioner to establish an escrow account with the Village in an amount determined by the Community Development Director to reimburse the Village for all out of pocket costs associated with the request. These out of pocket costs will cover such things as services provided by the Village's consulting engineer, consulting attorney, consulting planner, traffic consultant, wetland consultant, landscape consultant, architectural consultant, appraiser and transcriber, among others, as well as reproduction costs, public hearing notice costs, recording costs, etc. Along with the application the petitioner shall also submit a signed copy of this agreement thereby acknowledging and agreeing to reimburse the Village for all out of pocket costs associated with the application or petition.

This agreement shall be accompanied by an initial deposit in an amount to be determined by the Director of Community Development but shall be no less than \$500. The Village will provide an itemized list of Village expenses incurred related to any charge to the escrow account, and the petitioner shall deposit funds to reimburse the Village for those expenses upon notice from the Village that the deposit has dropped below \$300. If the expenses are not reimbursed, then reviews meetings and permits associated with out of pocket costs will cease, and the request will not be moved forward through the review process. At the completion of the review process, and development of the project, if appropriate, any remaining balance from the deposit will be returned to the petitioner, without interest, after all expenses have been paid.

The Village shall deduct the incurred expenditures and costs from the funds deposited. If the remaining deposit balance falls below \$300.00, the petitioner, upon notice by the Village, shall be required to replenish the deposit to its initial amount. The Village shall mail the petitioner regular invoices for the fees and costs incurred. The petitioner shall replenish the deposit amount within thirty (30) days of issuance of each such invoice directing replenishment of the deposit.

A petitioner who withdraws his or her petition may apply in writing to the Community Development Director for a refund of his or her remaining escrow balance. The Community Development Director may, at his or her discretion, approve such refund less any actual fees and costs, which the Village has already paid or incurred relative to the application.

Upon the failure of the petitioner or owner to reimburse the Village in accordance with this Agreement, no further action shall be undertaken on the application by the Village President and Board of Trustees, or by any other official or quasi-official individual or body thereunder, including the conduct of any hearings or deliberations, reviews of any plans or applications, the granting of any relief or approvals, issuance of any permits or occupancies, performance of inspections and the execution or recording of any documents, until all such outstanding fees are paid in full and/or the initial deposit is restored to its full amount. Upon any failure to reimburse the Village in accordance with this Section, the Village may in its discretion, apply any or all of the initial deposit to the outstanding balance due.

The remedies available to the Village as set forth hereinabove are non-exclusive and nothing herein shall be deemed to limit or waive the Village's right to seek relief of such fees against any or all responsible parties in a court of competent jurisdiction.

Any remaining balance of any funds deposited pursuant to this Agreement shall be refunded at such time as the completion of Village deliberation on the petition or application, recordation of all necessary documents associated with the petition or application, issuance of a building permit, approval of a final inspection, or issuance of a final certificate of occupancy upon the real property in question whichever occurs later.

BY SIGNING BELOW, THE PETITIONER AND OWNER ACKNOWLEDGE THAT EACH OF THEM HAS READ THE FOREGOING PARAGRAPHS AND EACH OF THEM FULLY UNDERSTANDS AND AGREES TO COMPLY WITH THE TERMS SET FORTH HEREIN. FURTHER, BY SIGNING BELOW, EACH SIGNATORY WARRANTS THAT HE/SHE/IT POSSESSES FULL AUTHORITY TO SO SIGN.

THE PETITIONER AND OWNER AGREE THAT PETITIONER AND OWNER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR PAYMENT OF FEES REFERRED TO IN APPLICABLE SECTIONS OF THE ORDINANCES OF THE VILLAGE OF GLEN ELLYN, AND THE OBLIGATIONS FOR PAYMENT RELATING TO THE FILING OF PETITION OR APPLICATION, AS SET FORTH HEREIN.

Gretchen Laska
Petitioner

Village of Glen Ellyn

Gretchen Laska
Owner

By: _____
Community Development Director

Date: 10/6/2020

Date: _____

Affidavit Affirming No Conflict of Interest

The undersigned, being duly sworn and under oath, states as follows:

1. My name is Gretchen Laska, and I hold the position of owner of 8N461 Scott Ave. for _____ ("Applicant").
2. I have personal knowledge of all facts stated in this Affidavit, and if called to testify, I could and would testify competently thereto.
3. I am authorized by the Applicant to make the representations and statements in this Affidavit on the Applicant's behalf in support of the application for development approval ("Application") the Applicant filed with the Village of Glen Ellyn ("Village").
4. To the best of my knowledge, and as of the Application's date, no individual that is employed by the Village or sits on an elected or appointed Village board or commission has a financial interest in the Applicant, the Application, or the project proposed by the Applicant.
5. To the best of my knowledge, and as of the Application's date, no individual that is related to any person that is employed by the Village or sits on an elected or appointed Village board or commission has a financial interest in the Applicant, the Application, or the project proposed by the Applicant.
6. I will immediately notify the Village if the Applicant learns of the material inaccuracy of any statement within this Affidavit.

Further affiant sayeth naught.

Name: Gretchen Laska

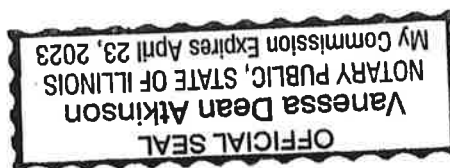
Title: Owner

Applicant's Name: Gretchen Laska

Subscribed and sworn to me this

6th day of October, 2020.

Vanessa Dean Atkinson
Notary Public



ANNEXATION APPLICATION
Village of Glen Ellyn
Community Development Department

CLEAR ALL PAGES

Contact Information:

Property Owner:

Attorney, Surveyor, Engineer, etc.:

Name: Peter + Gretchen Laska

Name: _____

Address: 8N461 Scott Ave.
Glen Ellyn, IL
60137

Address: _____

Phone: 312-953-2949

Phone: _____

E-mail: gretchlaska@gmail.com

E-mail: _____

Property to be Annexed:

Address(es): 8N461 Scott Ave.

PIN(s): 05-12-206-004

Glen Ellyn, IL 60137

Required Submittals:

1. Annexation Application
2. Notarized Annexation Petition (attached)
3. Letter explaining the reasons for the requested annexation and any other pertinent information related to the annexation request
4. Plat of Survey
5. Proof of Ownership
6. Affidavit Affirming No Conflict of Interest (attached)
7. Annexation Application fee and escrow account deposit (see below). The escrow account is established to cover the Village's out-of-pocket costs to process the annexation request including, but not limited to, attorney fees, public notice costs, public hearing minutes/transcripts, engineering fees, County recordation, and preparation of the plat of annexation.

Fee and Deposit to be paid by the property owner:

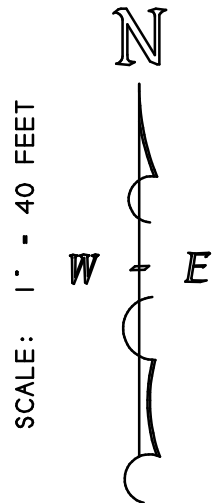
Cost

Annexation Application Fee
Single-family home \$250
All others \$1,000 per acre

\$250 Waived

Escrow Account Deposit
Single-family home \$1,000
All others to be determined by Director

\$1,000



PLAT OF ANNEXATION TO THE VILLAGE OF GLEN ELLYN, ILLINOIS

LOT 1 IN SULZMANN'S DIVISION OF BLOCK 3 IN ANDERSON AND PRATT'S SUBDIVISION OF PART OF THE WEST HALF OF SECTION 12,
TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SULZMANN'S DIVISION
RECORDED APRIL 17, 1957 AS DOCUMENT 839219, IN DU PAGE COUNTY, ILLINOIS.

This property is known as 0N461 Scott Avenue, Glen Ellyn, Illinois

P.I.N. 05-12-206-004

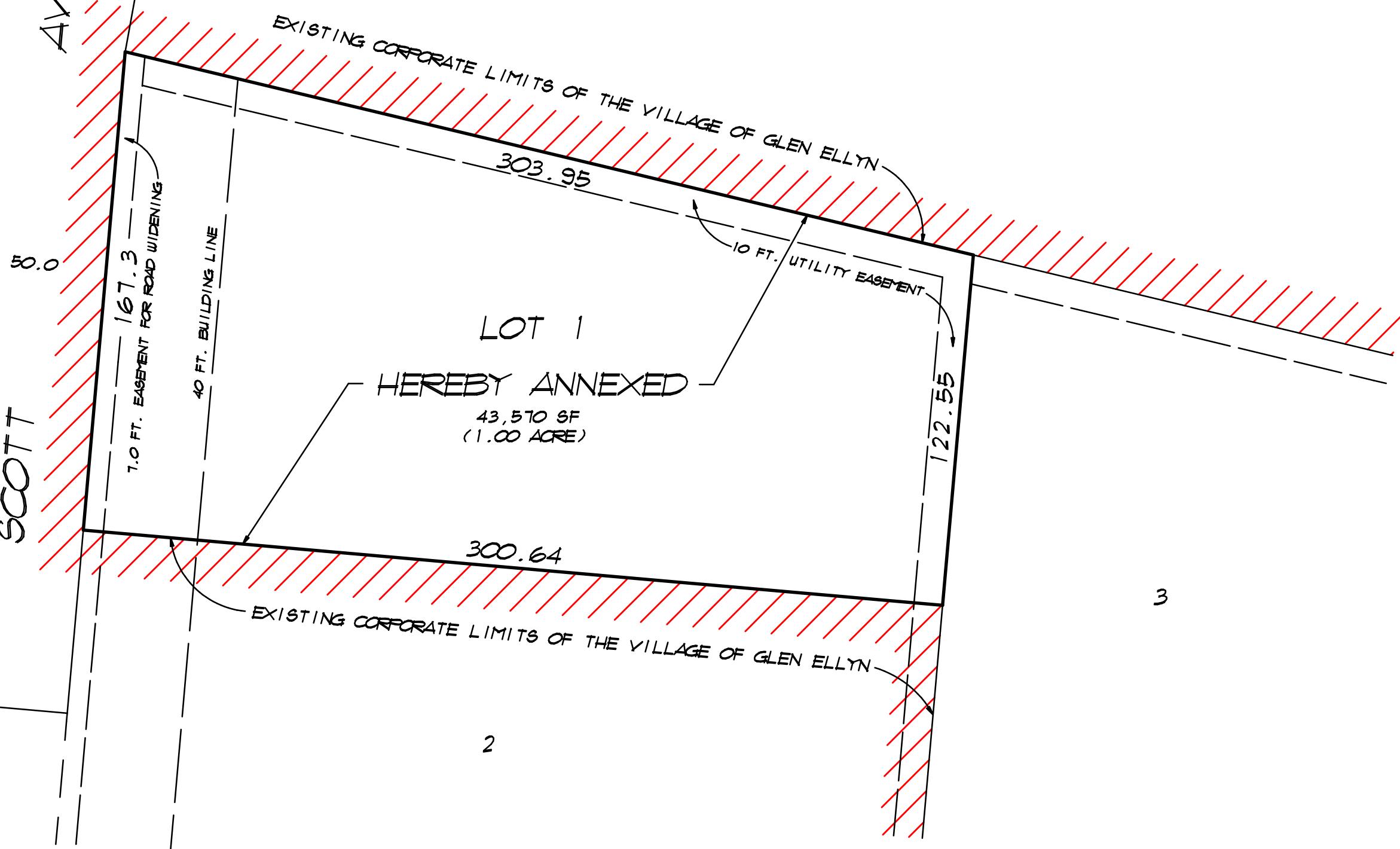
RECORDER'S STAMP

FONT HILL TERRACE
(DOC. 887059)

ANDERSON & PRATT
SUBDIVISION
(DOC. 192643)

SCOTT
AVENUE

CLIFTON
AVENUE



SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
(S.S.
COUNTY OF DU PAGE)

THIS IS TO CERTIFY THAT STEINBRECHER LAND SURVEYORS, INC., REGISTERED
PROFESSIONAL LAND SURVEYING DESIGN FIRM CORPORATION NO. 184-003126, HAVE PLATTED
FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF GLEN ELLYN, ILLINOIS, THE
PROPERTY SHOWN AND DESCRIBED ON THE ANNEXED PLAT, WHICH TO THE BEST OF OUR
KNOWLEDGE AND BELIEF IS A CORRECT REPRESENTATION THEREOF.

West Chicago, Illinois, October 23, 2020.



Richard J. Steinbrecher
Professional Land Surveyor 3583
License expires Nov. 30, 2020

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
(S.S.
COUNTY OF DU PAGE)

THIS INSTRUMENT, NO. _____, WAS FILED FOR RECORD IN THE
RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS, THIS ____ DAY OF
_____, 2020.

COUNTY RECORDER

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
(S.S.
COUNTY OF DU PAGE)

THE ANNEXED PLAT IS IDENTIFIED AS REPRESENTATIVE OF THE PROPERTY
INCORPORATED INTO AND MADE A PART OF THE VILLAGE OF GLEN ELLYN, ILLINOIS
AS PER ORDINANCE NO. _____, AND THE PROPERTY SHOWN AND
DESCRIBED HEREON IS HEREBY INCORPORATED INTO AND MADE A PART OF THE
VILLAGE OF GLEN ELLYN, ILLINOIS, BY SAID ORDINANCE.
DATED THIS _____, DAY OF _____, 2020.

ATTEST: _____
VILLAGE CLERK

VILLAGE PRESIDENT

Steinbrecher Land Surveyors, Inc.

Professional Land Surveying
Design Firm Corporation No. 184-003126
141 S. Neltner Blvd., West Chicago, IL 60185-2844
(630) 293-8900 Fax 293-8902

PREPARED FOR:
VILLAGE OF GLEN ELLYN
ATTN: VILLAGE CLERK
535 DUANE STREET
GLEN ELLYN, IL 60137



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

Meeting 11/9/2020 7:00 PM
Department: Community Development
Department Head: Christina Coyle
Category: Public Hearing
Prepared By: Kelly Purvis

**AGENDA ITEM (ID
2020-639)**

DOC ID: 2020-639

Ordinance No. 6815, An Ordinance Approving an Annexation Agreement for the Properties Generally Located on the South Side of Hill Avenue Between Walnut Road and I-355 in Glen Ellyn, IL 60137

Statement of the Issue:

See attached Memo & Ordinance

Analysis:

See attached Memo & Ordinance

Budget Impact:

See attached Memo & Ordinance

Action Requested:

See attached Memo & Ordinance

Attachments:

1. VB Memo Elliot Annexation & Annexation Agreement
2. Location and Zoning Map
3. Petitioners' Application for Annexation
4. Notice of Annexation & Annexation Agreement
5. Affidavit of Service of Notice
6. Ordinance Approving the Annexation Agreement
7. Exhibit A - Annexation Agreement

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Springer, Director of Community Development
Kelly Purvis, Planner



DATE: November 1, 2020

RE: Village Board Meeting, November 9, 2020 - A Public Hearing for consideration of an annexation agreement for the properties located on the south side of Hill Avenue (generally known as the Elliot properties) and consideration of a petition for annexation and a Zoning Map Amendment.

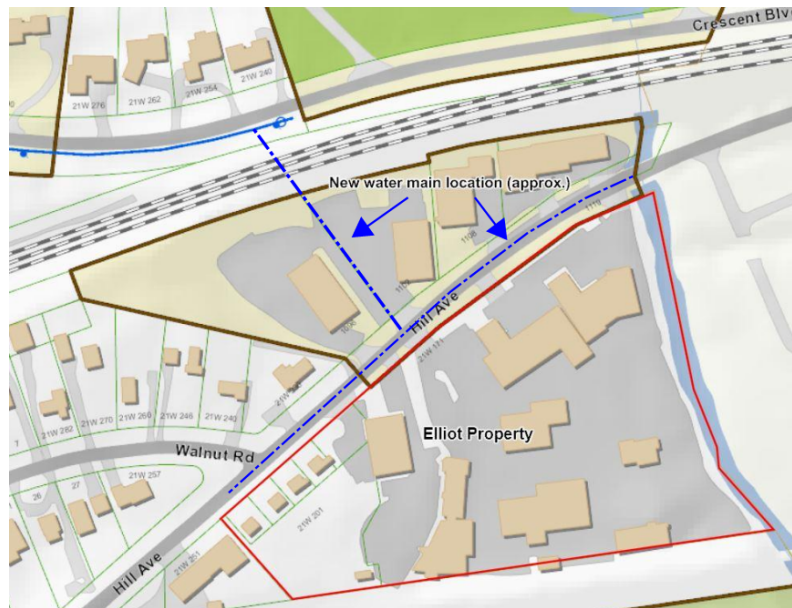
Background.

Elliot & Elliot, LCC., Phillips & Johnston, Inc., and Glen Hill, LLC., the owners of approximately 7.88 acres of land commonly known as 21W201 Hill Avenue, 21W203 Hill Avenue, 21W241 Hill Avenue, 21W235 Hill Avenue, 21W231 Hill Avenue, 21W221 Hill Avenue, 21W211 Hill Avenue, 21W167 Hill Avenue, 21W165 Hill Avenue, 21W169 Hill Avenue, 21W161 Hill Avenue, 21W 159 Hill Avenue, 21W157 Hill Avenue, 21W155 Hill Avenue, 21W153 Hill Avenue, 21W151 Hill Avenue, 21W179 Hill Avenue, and 21W171 Hill Avenue, have petitioned the Village President and Board of Trustees for approval of an Annexation Agreement and Annexation. Village staff have been negotiating the terms of the annexation agreement with Rob Elliot, one of the owners of the subject properties, for several years. The subject properties are generally located on the south side of Hill Avenue between Walnut Road and I-355 (see attached location & zoning map). The Village has had a long-term interest in annexing these properties, as they frame the eastern edge of our planning jurisdiction and would add a little over 7 acres of land to the industrially zoned property base in the Village. The properties were formerly within the Village of Lombard, but were disconnected from Lombard in October, 2009. They are now located in unincorporated DuPage County and are contiguous to the Village of Glen Ellyn limits.

Utility Issues.

As part of an IGA with the Village of Lombard, in January 2018, Glen Ellyn took possession of the lift station and public sanitary sewer main on Hill Avenue, adjacent to the subject properties. At this time, the properties are connected to Lombard's water system and Glen Ellyn's sanitary system. Currently, the Village is in the process of engineering a water main that is to be extended in the Hill Avenue right-of-way and under the UP railroad that will be connected to the existing water main on

Crescent Boulevard to create a loop in the water system. Once the loop is completed, a dead end in the water main will be eliminated, providing better water pressure and quality for the Village's water system in this area. After the new main is constructed, the subject properties will be disconnected from Lombard's water system and connected to Glen Ellyn's system. Following the completion of this water main project, Lombard's water main west of I-355 will be abandoned.



Mr. Elliot has expressed concerns regarding the compatibility of his older water mains with the new water main the Village is constructing. Public Works staff have been to the property to televise the utilities and determine the condition of the mains. Staff have confirmed that main breaks may occur when the subject properties are connected to Glen Ellyn's system due to the difference in operating pressure from Lombard's system to Glen Ellyn's (which would be almost three times greater in this location).

Terms of the Annexation Agreement.

As noted above, Village staff have been negotiating the terms of the attached annexation agreement with Mr. Elliot for a number of years. Staff has provided several updates to the Village Board over the years on the status of this project. Highlighted below are some of the notable provisions in the agreement for these properties. The term of the annexation agreement is 20 years with an option to renew the agreement for an additional 20 year term.

Utility Connection: Preliminary engineering for the Hill Avenue water main project has commenced and Village staff have included upgrades to the subject properties in the design scope for the project. The annexation agreement includes terms for a cost-share to upgrade the water main on the subject properties so that it will be compatible with the Village's new water main. The upgrades will benefit both the Village and the petitioners by reducing main breaks and preventing water loss, creating a better overall water system. The terms of the agreement include a Village contribution of one-half of the costs to replace approximately four-hundred feet of private water main. The petitioners will reimburse the Village for half of the costs up to \$90,000 with the Village covering any expense that exceeds the cost-share. Village engineering staff have indicated that they do not anticipate the costs exceeding \$90,000 for these upgrades. After the upgrades have been inspected and approved by the Village Engineer and a minimum 15 foot wide public utility easement centered on the water main has been provided, the Village will accept ownership of approximately 400 feet of the private water main.

The only alternative to upgrading the water main on the subject properties would be to install a pressure reducing valve at the connection to the private water main serving the properties. This would be a less reliable solution, but would also be less costly for the Village. The total out of pocket cost to the Village for this option is estimated at \$30,000. It is likely that the property owners would not move forward with annexation if this option were selected.

Zoning: The current unincorporated zoning on the properties is R-4 Residential District for the four single family lots fronting on Hill Avenue and I-1 Light Industrial District for the rest of the property. The Plan Commission held a public hearing on October 22, 2020 to consider a Zoning Map Amendment to zone the industrial properties I1 Light Industrial District upon annexation to the Village. By a vote of seven "yes" and zero "no" votes, the Plan Commission recommended approval of the Zoning Map Amendment. In accordance with Section 10-3-3 of the Zoning Code, the 4 residential lots fronting on Hill Avenue will automatically be zoned R2 Residential District upon annexation. The zoning designations for the properties are reflected in the annexation agreement provisions and in the draft ordinances (Annexation Ordinance and Zoning Map Amendment Ordinance) prepared for the Village Board's consideration and attached to this memo.

Existing Uses and Structures: There are a number of structures and uses on the properties that would be considered legal non-conforming once the subject properties are annexed into the Village. The petitioners are not requesting any special uses or zoning relief at this time. The structures and uses would be permitted to remain on the properties unless improvements to the property or changes in uses trigger compliance with the non-conforming section of the Village Zoning Code.

Fire Protection: The subject properties are currently within the North Glen Ellyn Fire Protection Special Service Area (SSA 18). Upon annexation to the Village, the properties will be removed from the SSA and will instead be billed on a monthly basis for fire service along with other Village services.

Village Addresses: Upon annexation to the Village, the subject properties will be issued new Village addresses.

Village Benefit.

Staff has projected the revenues in taxes, fire service fees, water bills and vehicle registrations from the subject properties to total just over of \$20,000 per year. The Village is obligated to provide water and sanitary service to the properties regardless of whether the properties are annexed. Additionally, the Hill Avenue right-of-way is already within the Village's jurisdiction (due to previous annexation of the lots to the north of these properties). The Volunteer Fire Company already serves the subject properties. The only major change in services provided by the Village would be for the Glen Ellyn Police Department.

Village Board Action.

The Village Board is being asked to consider the annexation agreement, a petition for annexation and a request for a Zoning Map Amendment for the subject properties. Draft Ordinances approving the annexation agreement, the annexation and the Zoning Map Amendment have been prepared for the Village Board's consideration at the November 9, 2020 meeting. The Village Board may approve, approve with revisions or deny the requests.

Attachments:

- Location & Zoning Map
- Petitioners' Application to Annex
- Notice of Annexation & Annexation Agreement
- Affidavit of Service of Notice & Service List
- Draft Ordinance Approving Annexation Agreement
- Annexation Agreement – Exhibit "A" to the Annexation Agreement Ordinance
- Draft Ordinance Approving Annexation
- Petition for Annexation – Exhibit "A" to Annexation Ordinance
- Plat of Annexation – Exhibit "B" to Annexation Ordinance
- Application for a Zoning Map Amendment
- Draft Ordinance Approving Zoning Map Amendment for Zoning of Industrial Properties
- Draft Minutes of the October 22, 2020 Plan Commission Meeting – Exhibit "A" to the ZMA Ordinance
- Map – Illustrating Property to be Zoned I1 Light Industrial District – Exhibit "B" to the ZMA Ordinance

CC: Greg Mathews, Village Attorney
Philip Norton, Chief of Police
Christina Coyle, Finance Director
Julius Hansen, Public Works Director
Chris Clark, Fire Chief
Jeff Vesevick, Recreation Director
Rich Daubert, Professional Engineer
Bob Minix, Professional Engineer
Amy McKenna, Senior Civil Engineer

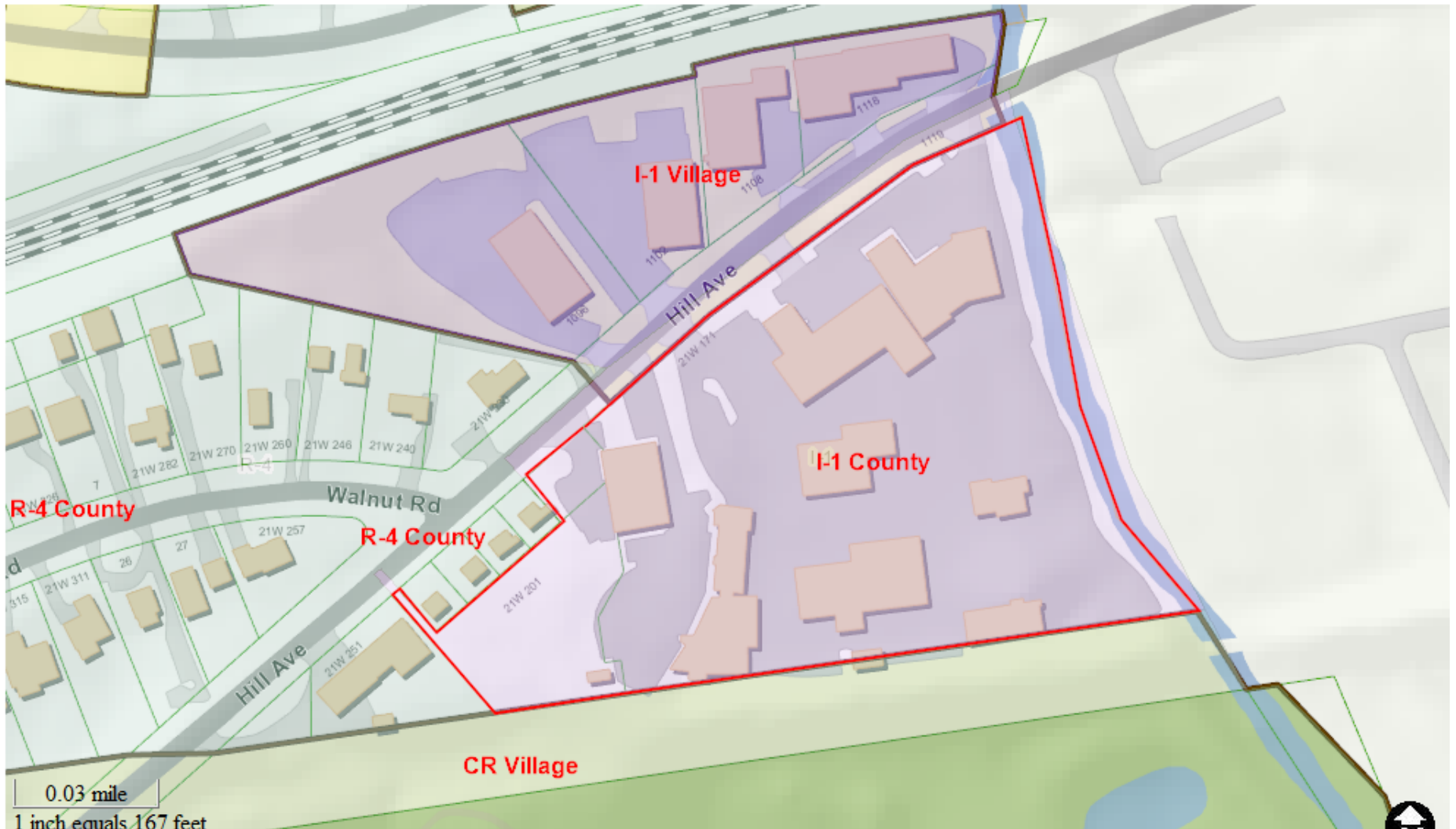
Katie Ashbaugh, Planner
Kevin Carrara, Petitioners' Attorney
Rob Elliot, Petitioner

X:\Plandev\PLANNING\Annexations\Hill
Annexation & Annexation Agreement.doc

Avenue\Elliot\Annexation\VB

Memo

Elliot



Map created on October 7, 2020.

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The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law.

Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

ANNEXATION APPLICATION
Village of Glen Ellyn
Planning and Development Department

CLEAR PAGE

Contact Information:

Property Owner:

Name: **Elliot & Elliot LLC, et al**

Address: **21 W 171 Hill Avenue
Glen Ellyn, IL 60137**

Phone: _____

E-mail: _____

Attorney, Surveyor, Engineer, etc.:

Name: **Kevin M Carrara,**

Address: **Rathje Woodward LLC
300 E Roosevelt Road, Suite 300
Wheaton, IL 60187**

Phone: **630-668-8500**

E-mail: **kcarrara@rathjewoodward.com**

Property to be Annexed:

Address(es): See attached Petition

PIN(s): See attached Petition

Required Submittals:

1. Annexation Application
2. Notarized Annexation Petition (attached)
3. Letter explaining the reasons for the requested annexation and any other pertinent information related to the annexation request
4. Plat of Survey
5. Proof of Ownership
6. Annexation Application fee and escrow account deposit (see below). The escrow account is established to cover the Village's out-of-pocket costs to process the annexation request including, but not limited to, attorney fees, public notice costs, public hearing minutes/transcripts, engineering fees, County recordation, and preparation of the plat of annexation.

Fee and Deposit to be paid by the property owner:

Cost

Annexation Application Fee
Single-family home \$250
All others \$1,000 per acre

\$6,000

Escrow Account Deposit
Single-family home \$1,000
All others to be determined by Director

\$10,000

**NOTICE OF ANNEXATION AGREEMENT AND ANNEXATION
TO THE VILLAGE OF GLEN ELLYN**

In accordance with the Illinois Municipal Code, 65 ILCS 5/7-1-1 and 65 ILCS 5/11-15.1-3 on **Monday, November 9, 2020 at 7:00 p.m.**, the Glen Ellyn Village Board will consider the annexation of the properties generally located on the south side of Hill Avenue, west of I-355 and east of Walnut Road. An Annexation Agreement which outlines the conditions of the annexation has been drafted for consideration. The Village Board will hold a public hearing at the Glen Ellyn Civic Center on the proposed Annexation Agreement in accordance with Illinois State Statute. Remote participation in the meeting will also be available through the Zoom meeting platform. The proposed Annexation Agreement may be subject to change, amended, or redrafted in its entirety following the public hearing. The properties are currently in unincorporated DuPage County and contiguous to the Village limits. The address, legal description and PIN of each of the subject properties are below:

PROPERTY COMMONLY KNOWN AS 21W201 HILL, 21W203 HILL, 21W241 HILL, 21W235 HILL, 21W231 HILL, AND 21W221 HILL, GLEN ELLYN, IL AND LEGALLY DESCRIBED AS: THAT PART OF LOTS 8, 9, 11 AND 12 IN THE ASSESSMENT DIVISION OF SECTION 12, TOWNSHIP 39 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHERE THE NORTH RIGHT OF WAY LINE OF THE CHICAGO, AURORA AND ELGIN RAILROAD INTERSECTS THE CENTER LINE OF HILL AVENUE (AS NOW PLATTED AND RECORDED) THENCE NORTH 48 DEGREES 37 MINUTES 41 SECONDS EAST, ALONG THE CENTER LINE OF HILL AVENUE, 627.7 FEET; THENCE SOUTH 41 DEGREES 12 MINUTES 19 SECONDS EAST AT RIGHT ANGLES TO THE CENTER LINE OF HILL AVENUE, 33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 41 DEGREES 22 MINUTES 19 SECONDS EAST, 31.44 FEET; THENCE SOUTH 09 DEGREES 34 MINUTES 15 SECONDS EAST, 145.73 FEET, THENCE SOUTH 28 DEGREES 49 MINUTES 17 SECONDS WEST 62.65 FEET; THENCE SOUTH 08 DEGREES 12 MINUTES 56 SECONDS EAST, 53.65 FEET; THENCE NORTH 81 DEGREES 47 MINUTES 04 SECONDS EAST, 19.50 FEET TO THE NORTHEASTERLY CORNER OF 60 BY 30 FOOT CELL TOWER LEASE SITE; THENCE SOUTH 08 DEGREES 12 MINUTES 56 SECONDS EAST ALONG THE EAST LINE AND THE EAST LINE EXTENDED SOUTHERLY OF SAID LEASE SITE, 40.00 FEET TO POINT ON THE NORTH LINE OF THE CHICAGO, AURORA AND ELGIN RAILROAD THAT IS 546.62 FEET EAST OF THE SOUTHEAST CORNER OF LOT 15 IN GLEN OAKS WOODS; THENCE SOUTH 81 DEGREES 47 MINUTES 04 SECONDS WEST ALONG THE NORTH LINE OF SAID RAILROAD 147.61 FEET TO THE SOUTHEAST CORNER OF LOT 15 IN GLEN OAKS WOODS; THENCE NORTH 41 DEGREES 22 MINUTES 19 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 15, 185.25 FEET; THENCE NORTH 48 DEGREES 37 MINUTES 41 SECONDS EAST 294.21 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PINS: 05-12-401-016, 05-12-401-017, 05-12-401-003 THROUGH 05-12-401-006

PROPERTY COMMONLY KNOWN AS 21W211 HILL, 21W167 HILL, 21W165 HILL, 21W169 HILL, 21W161 HILL, 21W159 HILL, 21W157 HILL, 21W155 HILL, 21W153 HILL, 21W151 HILL, 21W179 HILL, AND 21W171 HILL, GLEN ELLYN, IL AND LEGALLY DESCRIBED AS: THAT PART OF LOTS 8, 9, 11 AND 12 IN THE ASSESSMENT DIVISION OF SECTION 12, TOWNSHIP 39 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHERE THE NORTH RIGHT OF WAY LINE OF THE CHICAGO, AURORA AND ELGIN RAILROAD INTERSECTS THE CENTER LINE OF HILL AVENUE (AS NOW PLATTED AND RECORDED) THENCE NORTH 48 DEGREES 37 MINUTES 41 SECONDS EAST, ALONG THE CENTER LINE OF HILL AVENUE, 627.7 FEET; THENCE SOUTH 41 DEGREES 12 MINUTES 19 SECONDS EAST AT RIGHT ANGLES TO THE CENTER LINE OF HILL AVENUE, 33 FEET TO THE POINT OF BEGINNING; THENCE NORTH 48 DEGREES 37 MINUTES 41 SECONDS EAST ALONG A LINE PARALLEL WITH THE CENTER LINE OF HILL AVENUE, 283.9 FEET; THENCE NORTH 53 DEGREES 27 MINUTES 41 SECONDS EAST 294.69 FEET; THENCE NORTH 64 DEGREES 45 MINUTES 41 SECONDS EAST 159.29 FEET TO THE CENTER LINE OF THE EAST BRANCH OF THE DUPAGE RIVER (BEING ALSO THE EASTERLY LINE OF LOT 11 AFORESAID); THENCE SOUTH 11 DEGREES 08 MINUTES 57 SECONDS EAST ALONG THE CENTER LINE OF SAID RIVER (BEING ALSO THE EASTERLY LINE OF LOT 11), 395.06 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE SOUTH 22 DEGREES 08 MINUTES 49 SECONDS, 86.97 FEET; THENCE SOUTH 39 DEGREES 31 MINUTES 48 SECONDS 146.97 FEET TO THE NORTH LINE OF THE CHICAGO, AURORA AND ELGIN RAILROAD; THENCE SOUTH 81 DEGREES 47 MINUTES 04 SECONDS WEST, ALONG THE NORTH LINE OF SAID RAILROAD TO A POINT THAT IS 546.62 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE WITH THE CENTER LINE OF HILL AVENUE; THENCE NORTH 08 DEGREES 12 MINUTES 56 SECONDS WEST ALONG THE EAST LINE AND THE EAST LINE EXTENDED SOUTHERLY OF 60 BY 30 FOOT CELL TOWER LEASE SITE, 40.00 FEET TO THE NORTHEASTERLY CORNER OF SAID LEASE SITE; THENCE SOUTH 81 DEGREES 47 MINUTES 04 SECONDS WEST, 19.50 FEET; THENCE NORTH 08 DEGREES 12 MINUTES 56 SECONDS WEST, 53.65 FEET; THENCE NORTH 28 DEGREES 49 MINUTES 17 SECONDS EAST 62.65 FEET; THENCE NORTH 09 DEGREES 34 MINUTES 15 SECONDS WEST, 145.73 FEET; THENCE NORTH 41 DEGREES 22 MINUTES 19 SECONDS WEST, 31.44 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PINS: 05-12-405-001, AND 05-12-405-004 THROUGH 05-12-405-017

On June 12, 2020, Governor Pritzker signed PA 101-0640 (SB2135) into law. This new law amends the Open Meetings Act ILCS 120 to expressly authorize public bodies to meet remotely without the otherwise required quorum present at the meeting place while a disaster declaration is in place. The Covid-19 disaster declaration satisfies this condition, allowing the Village Board

members to participate electronically in meetings at this time. All persons who are interested are invited to attend the public hearing in person or may participate in the meeting in progress on Zoom. The public hearing will be held at the Glen Ellyn Civic Center in the Galligan Board Room located at 535 Duane Street Glen Ellyn, IL 60137. The Zoom information for remote participation is provided below.

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85886986121?pwd=aStWSW5zWFZsRjJ2WUtaeUxXanJCUT09>

Passcode: 686258

Or iPhone one-tap :

US: +13126266799,,85886986121#,,,,,0#,,686258# or
+16465588656,,85886986121#,,,,,0#,,686258#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592 or +1 346 248 7799 or +1 669
900 9128 or +1 253 215 8782

Webinar ID: 858 8698 6121

Passcode: 686258

Copies of all materials regarding the annexation of these properties are available for public review in the Community Development Department of the Civic Center, 535 Duane Street, Glen Ellyn, Illinois. Questions related to the proposed annexation should be directed to Kelly Purvis at (630) 547-5371.

Individuals with disabilities who plan to attend and who require certain accommodations in order to allow them to observe and participate, or who have questions regarding the accessibility of the meeting or facilities, are requested to contact the Village at least 24 hours in advance of the meeting.

Prepared by:

Kelly Purvis, Planner
Community Development
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137

X:\Plandev\PLANNING\Annexations\Hill Avenue\Elliot\Annexation\Notice of Annexation & Annexation Agreement Final.docx

This space for Recorder's use only

This Document prepared by:

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

And after recording return to:

Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137
ATTN: Village Clerk

AFFIDAVIT OF SERVICE OF NOTICE:

PROPERTY COMMONLY KNOWN AS: 21W201 HILL, 21W203 HILL, 21W241 HILL, 21W235 HILL, 21W231 HILL, AND 21W221 HILL, 21W211 HILL, 21W167 HILL, 21W165 HILL, 21W169 HILL, 21W161 HILL, 21W159 HILL, 21W157 HILL, 21W155 HILL, 21W153 HILL, 21W151 HILL, 21W179 HILL, AND 21W171 HILL, GLEN ELLYN, IL

PINS: 05-12-401-016, 05-12-401-017, 05-12-401-003 THROUGH 05-12-401-006 and 05-12-405-001, AND 05-12-405-004 THROUGH 05-12-405-017

October 26, 2020

Mr. Fred Bucholz
DuPage County Recorder's Office
421 N. County Farm Road
Wheaton, Illinois 60187

AFFIDAVIT OF SERVICE OF NOTICE

Pursuant to the Illinois Municipal Code, the undersigned, being first duly sworn on oath, deposes and states that a true and correct copy of the NOTICE OF ANNEXATION AGREEMENT AND ANNEXATION TO THE VILLAGE OF GLEN ELLYN for properties located at:

<u>Common Address</u>	<u>P.I.N.</u>
21W201 Hill Avenue	05-12-401-016
21W203 Hill Avenue	05-12-401-017
21W221 Hill Avenue	05-12-401-006
21W231 Hill Avenue	05-12-401-005
21W235 Hill Avenue	05-12-401-004
21W241 Hill Avenue	05-12-401-003
21W211 Hill Avenue	05-12-405-001
21W179 Hill Avenue	05-12-405-014 & 05-12-405-015
21W171 Hill Avenue	05-12-405-016 & 05-12-405-017
21W167 Hill Avenue	05-12-405-004
21W165 Hill Avenue	05-12-405-005 & 05-12-405-006
21W169 Hill Avenue	05-12-405-007
21W161 Hill Avenue	05-12-405-008
21W159 Hill Avenue	05-12-405-009
21W157 Hill Avenue	05-12-405-010
21W155 Hill Avenue	05-12-405-011
21W153 Hill Avenue	05-12-405-012
21W151 Hill Avenue	05-12-405-013

Glen Ellyn, Illinois, was served upon the parties identified on the attached service list by depositing same in the United States mail at 535 Duane Street, Glen Ellyn, Illinois, 60137, October 26, 2020 with proper postage fully prepaid. If you have any questions, please contact Planner, Kelly Purvis at 630-547-5371.

Affiant

SUBSCRIBED and SWORN to
Before me this _____ day of
_____ 20____

Notary Public

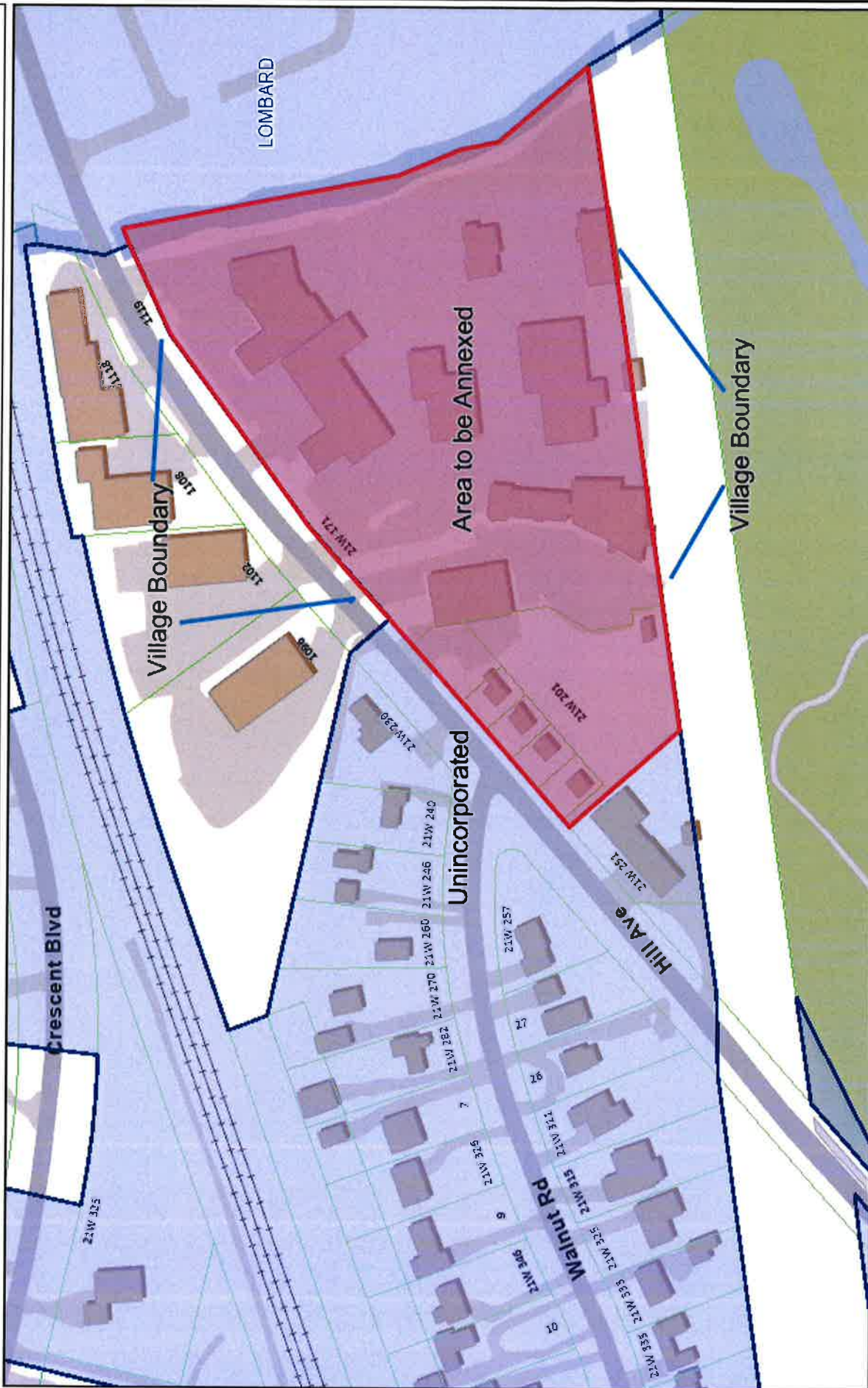
SERVICE LIST

The following were recipients of the "NOTICE OF ANNEXATION AGREEMENT AND ANNEXATION TO THE VILLAGE OF GLEN ELLYN" to be considered by the Glen Ellyn Village Board on November 9, 2020 for the properties located at:

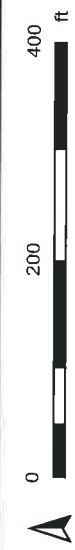
<u>Common Address</u>	<u>P.I.N.</u>
21W201 Hill Avenue	05-12-401-016
21W203 Hill Avenue	05-12-401-017
21W221 Hill Avenue	05-12-401-006
21W231 Hill Avenue	05-12-401-005
21W235 Hill Avenue	05-12-401-004
21W241 Hill Avenue	05-12-401-003
21W211 Hill Avenue	05-12-405-001
21W179 Hill Avenue	05-12-405-014 & 05-12-405-015
21W171 Hill Avenue	05-12-405-016 & 05-12-405-017
21W167 Hill Avenue	05-12-405-004
21W165 Hill Avenue	05-12-405-005 & 05-12-405-006
21W169 Hill Avenue	05-12-405-007
21W161 Hill Avenue	05-12-405-008
21W159 Hill Avenue	05-12-405-009
21W157 Hill Avenue	05-12-405-010
21W155 Hill Avenue	05-12-405-011
21W153 Hill Avenue	05-12-405-012
21W151 Hill Avenue	05-12-405-013

Mark Franz, Village Manager, Village of Glen Ellyn, 535 Duane St., Glen Ellyn, IL 60137
Greg Mathews, Attorney, Village of Glen Ellyn, 535 Duane St., Glen Ellyn, IL 60137
John Chereskin, Village of Glen Ellyn Clerk, 535 Duane St., Glen Ellyn, IL 60137
Directors of Village of Glen Ellyn Departments, 535 Duane St., Glen Ellyn, IL 60137
Glen Ellyn Fire Company, Chris Clark, Chief, P.O. Box 460, Glen Ellyn, IL 60138
Dawn Bussey, Glen Ellyn Public Library Director, 400 Duane St., Glen Ellyn, IL 60137
Milton Township Trustees: Salvatore Falbo, David Molitor, John Monino, and Yadav Nathwani,
1492 N. Main St., Wheaton, IL 60187
Chris Heidorn, Milton Township Chairman, 1492 N. Main St., Wheaton, IL 60187
Gail Hinkle, Milton Township Clerk, 1492 N. Main St., Wheaton, IL 60187
Gary Muehlfelt, Milton Township Highway Commissioner, 23W040 Poss St., Glen Ellyn, IL 60137
Fred Bucholz, DuPage County Recorder, 421 N. County Farm Road, Wheaton, IL 60187
Jean Kaczmarek, DuPage County Clerk, 421 N. County Farm Road, Wheaton, IL 60187

GIS Consortium | Hill Avenue Properties to be Annexed



Notes



Disclaimer: The GIS Consortium and H&P Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently verify the accuracy. The map user is not to be held responsible for any errors or omissions. A registered land surveyor should be consulted to determine precise location boundaries on the ground.



Village of Glen Ellyn

Ordinance No. ____

**An Ordinance Approving an Annexation Agreement
for the Properties Generally Located on the
South Side of Hill Avenue Between Walnut Road and I-355 in
Glen Ellyn, IL 60137**

**Adopted by the
President and the 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__.

**PREPARED BY AND MAIL TO:
VILLAGE OF GLEN ELLYN
ATTN: VILLAGE CLERK
535 DUANE STREET**

GLEN ELLYN, IL 60137

Ordinance No. ____

**An Ordinance Approving an Annexation Agreement
for the Properties Generally Located on the
South Side of Hill Avenue Between Walnut Road and I-355 in
Glen Ellyn, IL 60137**

Whereas, Elliot & Elliot, LCC., Phillips & Johnston, Inc., and Glen Hill, LLC., the owners of approximately 7.88 acres of land commonly known as 21W201 Hill Avenue, 21W203 Hill Avenue, 21W241 Hill Avenue, 21W235 Hill Avenue, 21W231 Hill Avenue, 21W221 Hill Avenue, 21W211 Hill Avenue, 21W167 Hill Avenue, 21W165 Hill Avenue, 21W169 Hill Avenue, 21W161 Hill Avenue, 21W 159 Hill Avenue, 21W157 Hill Avenue, 21W155 Hill Avenue, 21W153 Hill Avenue, 21W151 Hill Avenue, 21W179 Hill Avenue, and 21W171 Hill Avenue, “Owners” have petitioned the Village President and Board of Trustees of the Village of Glen Ellyn for approval of an Annexation Agreement; and

Whereas, the owners of record have expressed a desire to annex said properties to the Village of Glen Ellyn in order that all of the properties may be connected to the Village’s water and sanitary sewer mains and that portions of the existing water main on the Owners’ private property might be improved; and

Whereas, the Village and owners have agreed to terms, set forth in the Annexation Agreement, attached hereto as Exhibit “A”; and

Whereas, said properties are not now within the corporate limits of any municipality but are contiguous to the Village of Glen Ellyn; and

Whereas, the subject properties are legally described as follows:

PROPERTY COMMONLY KNOWN AS 21W201 HILL AVENUE, 21W203 HILL AVENUE, 21W241 HILL AVENUE, 21W235 HILL AVENUE, 21W231 HILL AVENUE, 21W221 HILL AVENUE, GLEN ELLYN, IL AND LEGALLY DESCRIBED AS: THAT

PART OF LOTS 8, 9, 11 AND 12 IN THE ASSESSMENT DIVISION OF SECTION 12, TOWNSHIP 39 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHERE THE NORTH RIGHT OF WAY LINE OF THE CHICAGO, AURORA AND ELGIN RAILROAD INTERSECTS THE CENTER LINE OF HILL AVENUE (AS NOW PLATTED AND RECORDED) THENCE NORTH 48 DEGREES 37 MINUTES 41 SECONDS EAST, ALONG THE CENTER LINE OF HILL AVENUE, 627.7 FEET; THENCE SOUTH 41 DEGREES 12 MINUTES 19 SECONDS EAST AT RIGHT ANGLES TO THE CENTER LINE OF HILL AVENUE, 33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 41 DEGREES 22 MINUTES 19 SECONDS EAST, 31.44 FEET; THENCE SOUTH 09 DEGREES 34 MINUTES 15 SECONDS EAST, 145.73 FEET; THENCE SOUTH 28 DEGREES 49 MINUTES 17 SECONDS WEST 62.65 FEET; THENCE SOUTH 08 DEGREES 12 MINUTES 56 SECONDS EAST, 53.65 FEET; THENCE NORTH 81 DEGREES 47 MINUTES 04 SECONDS EAST, 19.50 FEET TO THE NORTHEASTERLY CORNER OF 60 BY 30 FOOT CELL TOWER LEASE SITE; THENCE SOUTH 08 DEGREES 12 MINUTES 56 SECONDS EAST ALONG THE EAST LINE AND THE EAST LINE EXTENDED SOUTHERLY OF SAID LEASE SITE, 40.00 FEET TO POINT ON THE NORTH LINE OF THE CHICAGO, AURORA AND ELGIN RAILROAD THAT IS 546.62 FEET EAST OF THE SOUTHEAST CORNER OF LOT 15 IN GLEN OAKS WOODS; THENCE SOUTH 81 DEGREES 47 MINUTES 04 SECONDS WEST ALONG THE NORTH LINE OF SAID RAILROAD 147.61 FEET TO THE SOUTHEAST CORNER OF LOT 15 IN GLEN OAKS WOODS; THENCE NORTH 41 DEGREES 22 MINUTES 19 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 15, 185.25 FEET; THENCE NORTH 48 DEGREES 37 MINUTES 41 SECONDS EAST 294.21 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PINS: 05-12-401-016, 05-12-401-017, 05-12-401-003 THROUGH 05-12-401-006

PROPERTY COMMONLY KNOWN AS 21W211 HILL, 21W167 HILL, 21W165 HILL, 21W169 HILL, 21W161 HILL, 21W159 HILL, 21W157 HILL, 21W155 HILL, 21W153 HILL, 21W151 HILL, 21W179 HILL, AND 21W171 HILL, GLEN ELLYN, IL AND LEGALLY DESCRIBED AS: THAT PART OF LOTS 8, 9, 11 AND 12 IN THE ASSESSMENT DIVISION OF SECTION 12, TOWNSHIP 39 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHERE THE NORTH RIGHT OF WAY LINE OF THE CHICAGO, AURORA AND ELGIN RAILROAD INTERSECTS THE CENTER LINE OF HILL AVENUE (AS NOW PLATTED AND RECORDED) THENCE NORTH 48 DEGREES 37 MINUTES 41 SECONDS EAST, ALONG THE CENTER LINE OF HILL AVENUE, 627.7 FEET; THENCE SOUTH 41 DEGREES 12 MINUTES 19 SECONDS EAST AT RIGHT ANGLES TO THE CENTER LINE OF HILL AVENUE, 33 FEET TO THE POINT OF BEGINNING; THENCE NORTH 48 DEGREES 37 MINUTES 41 SECONDS EAST ALONG A LINE PARALLEL WITH THE CENTER LINE OF HILL AVENUE, 283.9 FEET; THENCE NORTH 53 DEGREES 27 MINUTES 41 SECONDS EAST 294.69 FEET; THENCE NORTH 64 DEGREES 45 MINUTES 41 SECONDS EAST 159.29 FEET TO THE CENTER LINE OF THE EAST BRANCH OF THE

DUPAGE RIVER (BEING ALSO THE EASTERLY LINE OF LOT 11 AFORESAID); THENCE SOUTH 11 DEGREES 08 MINUTES 57 SECONDS EAST ALONG THE CENTER LINE OF SAID RIVER (BEING ALSO THE EASTERLY LINE OF LOT 11), 395.06 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE SOUTH 22 DEGREES 08 MINUTES 49 SECONDS, 86.97 FEET; THENCE SOUTH 39 DEGREES 31 MINUTES 48 SECONDS 146.97 FEET TO THE NORTH LINE OF THE CHICAGO, AURORA AND ELGIN RAILROAD; THENCE SOUTH 81 DEGREES 47 MINUTES 04 SECONDS WEST, ALONG THE NORTH LINE OF SAID RAILROAD TO A POINT THAT IS 546.62 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE WITH THE CENTER LINE OF HILL AVENUE; THENCE NORTH 08 DEGREES 12 MINUTES 56 SECONDS WEST ALONG THE EAST LINE AND THE EAST LINE EXTENDED SOUTHERLY OF 60 BY 30 FOOT CELL TOWER LEASE SITE, 40.00 FEET TO THE NORTHEASTERLY CORNER OF SAID LEASE SITE; THENCE SOUTH 81 DEGREES 47 MINUTES 04 SECONDS WEST, 19.50 FEET; THENCE NORTH 08 DEGREES 12 MINUTES 56 SECONDS WEST, 53.65 FEET; THENCE NORTH 28 DEGREES 49 MINUTES 17 SECONDS EAST 62.65 FEET; THENCE NORTH 09 DEGREES 34 MINUTES 15 SECONDS WEST, 145.73 FEET; THENCE NORTH 41 DEGREES 22 MINUTES 19 SECONDS WEST, 31.44 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PINS: 05-12-405-001, AND 05-12-405-004 THROUGH 05-12-405-017; and

Whereas, the petitioners have indicated that they are ready, willing, and able to enter into the Annexation Agreement, attached hereto as Exhibit “A” and to bind themselves and their successors in interest to the terms of said annexation agreement; and

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

Whereas, in accordance with all statutorily required notices, on November 9, 2020, the Village Board conducted a public hearing on the proposed annexation agreement; and

Whereas, after due investigation and 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 “A”.

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 “A” 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 21W201 Hill Avenue, 21W203 Hill Avenue, 21W241 Hill Avenue, 21W235 Hill Avenue, 21W231 Hill Avenue, 21W221 Hill Avenue, 21W211 Hill Avenue, 21W167 Hill Avenue, 21W165 Hill Avenue, 21W169 Hill Avenue, 21W161 Hill Avenue, 21W 159 Hill Avenue, 21W157 Hill Avenue, 21W155 Hill Avenue, 21W153 Hill Avenue, 21W151 Hill Avenue, 21W179 Hill Avenue, and 21W171 Hill Avenue, Glen Ellyn, IL 60137, attached hereto as Exhibit “A” on behalf of the Village of Glen Ellyn, with any final changes subject to Village Attorney review.

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 _____.

Ayes		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
		Kelli Christiansen				
Nayes		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
		Kelli Christiansen				

Absent

	Diane McGinley		Steve Thompson		Mark Senak
	Craig Pryde		Bill Enright		Gary Fasules
	Kelli Christiansen				

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

Village President

Attest:

Village Clerk

AFFIX VILLAGE SEAL

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

PREPARED BY AND AFTER RECORDING
RETURN TO:

Kevin M. Carrara
Rathje Woodward LLC
300 E. Roosevelt Road
Suite 300
Wheaton, IL 60187

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____ 2020, by and between THE VILLAGE OF GLEN ELLYN, an Illinois municipal corporation having its principal office in DuPage County, Illinois ("**Village**"), and ELLIOT & ELLIOT, L.L.C., an Illinois limited liability company; PHILLIPS & JOHNSTON, INC., an Illinois corporation; and GLEN HILL, LLC, an Illinois limited liability company (collectively the "**Owners**"). The Village and Owners are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS:

A. Owners are the owners of record of approximately 7.88 acres of land commonly known as 21W151, 21W153, 21W155, 21W159, 21W161, 21W165, 21W167, 21W169, 21W171, 21W179, 21W201, 21W203, 21W211, 21W221, 21W231, 21W235, 21W241 Hill Avenue located on the south side of Hill Avenue between Illinois Route 53 and Walnut Road and legally described on Exhibit "A" ("**Property**"). The Property is identified for real estate tax purposes with permanent index numbers of 05-12-401-003 through 05-12-401-006, 05-12-401-016, 05-12-401-017, 05-12-405-001, and 05-12-405-004 through 05-12-405-017. The Property is currently improved with multiple buildings, accessory structures and parking facilities (collectively the "**Existing Improvements**").

B. The Village is an Illinois home rule municipal corporation, having its principal office at 535 Duane Street, Glen Ellyn, Illinois.

C. The Property is located in unincorporated DuPage County, Illinois ("**County**"), is not located within the corporate boundaries of any municipality and currently is contiguous to the corporate boundary of the Village.

D. The portion of the Property depicted and legally described in Exhibit "B" attached hereto ("**West Parcel**") consisting of approximately .25 acres is zoned R-4 and I-1 under the County Zoning Ordinance and is improved with 6 single family residences, a cellular transmission tower, buildings and various accessory structures (collectively the "**West Parcel Improvements**"). All of the residences and buildings are currently served with Village of Lombard water service and Village of Glen Ellyn sanitary sewer service.

E. The portion of the Property depicted and legally described in Exhibit "C" attached hereto ("**East Parcel**") consisting of approximately 7.63 acres is zoned I-1 under the County Zoning Ordinance with a conditional use for a planned development ("**County PD**") pursuant to County Ordinance adopted October 27, 2009 under Zoning Petition Z09-076, a copy of which is attached hereto as Exhibit "D" ("**County PD Ordinance**"). The East Parcel is improved with five (5) single and multi-tenant buildings with associated parking facilities and accessory structures (collectively the "**East Parcel Improvements**"). The East Parcel Improvements and the exceptions to the County Zoning Ordinance applicable thereto as approved pursuant to the County PD Ordinance are identified on Exhibit "E" ("**County PD Site Plan**"). The East Parcel and West Parcel are sometimes referred to herein individually as a "**Parcel**". All of the residences and buildings are currently served with Village of Lombard water service and Village of Glen Ellyn sanitary sewer service.

F. It is the desire and intent of the Village and the Owners that the existing use of and zoning for the Property as provided for under the County PD Ordinance and other applicable ordinances be permitted to continue following the annexation of the Property to the Village. All Existing Uses and Existing Improvements on the Property which do not conform to the current Village Code will be permitted to remain on the Property in accordance with the Village's regulations for non-conforming uses, buildings and structures as currently set forth in Chapter 8--Nonconformities of the Zoning Code.

G. The Village has heretofore entered into with the Village of Lombard, Illinois ("**Lombard**") that certain Intergovernmental Agreement dated October 7, 2010 ("**Intergovernmental Agreement**") pursuant to which the Village has and will assume certain responsibilities and authorities, including, but not limited to, (i) a monetary contribution by the Village toward the improvement of that certain bridge commonly known as the Hill Avenue Bridge ("**Bridge**") which is located in the Village of Lombard, (ii) a corporate boundary line agreement which places the Property within the Village's jurisdiction, and (iii) the right to extend Village water and sanitary sewer mains to the area of Hill Avenue west of the Bridge.

H. A public hearing to consider this Agreement was noticed in the Daily Herald on _____ and was held by the Village President and Board of Trustees on _____.

I. The Village has published all notices as required by the Illinois Municipal Code, 65 ILCS 5/11-15.1-3, *et seq.*

J. The annexation of the Property shall extend the corporate limits of the Village to the far side of any adjacent rights-of-way not heretofore annexed to any other municipality.

K. All other matters, in addition to those specifically referred to above, which are included in this Agreement, have been considered by the Parties, and the annexation of the Property will inure to the benefit and improvement of the Village by increasing the taxable value of the real property within the Village's corporate limits, extending the corporate limits and jurisdiction of the Village to the limits of the Property, promoting the sound planning and

development of the Village, and otherwise enhancing and promoting the general welfare of the Village residents and taxpayers.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and undertakings hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals above are hereby incorporated by reference into this Agreement.

2. **LEGAL CONFORMANCE WITH LAW.** This Agreement is made pursuant to and in accordance with the provisions of the Village of Glen Ellyn's Village Code, and its home rule powers, as established in the Illinois Revised Statutes and the Illinois Constitution.

3. **ANNEXATION.**

3.01 Immediately after the approval and execution of the Agreement, the Village's Corporate Authorities shall adopt a valid and binding annexation ordinance providing for the annexation of the Property and any adjacent rights-of-way to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8 ("***Annexation Ordinance***"). The Annexation Ordinance shall not be effective unless and until the Village Clerk receives (a) a fully executed Annexation Petition strictly in the form of Exhibit "F" to this Agreement, (b) Owners' proof of ownership of the Property and, (c) a Plat of Annexation, acceptable in form and content to the Village Engineer and Village Attorney. Upon, but not before, the Village Clerk's receipt of the Annexation Petition, the Owners' proof of ownership and approved Plat of Annexation, the Village Clerk shall promptly cause the Annexation Ordinance, Plat of Annexation, and related documents, to be recorded in the Office of the DuPage County Recorder.

3.02 In the alternative, at the option of the Village, within thirty (30) days after Owners' receipt of written notice from the Village to do so, and subject to the provisions of 65 ILCS 5/7-1-2, *et seq.*, or 65 ILCS 5/7-1-11, as amended, Owners shall join in, and properly execute, a Petition to be filed with the Circuit Court of the 18th Judicial Circuit, DuPage County, Illinois, and shall cooperate with the prosecution of the Petition before said Court, provided, however, that the costs of any such litigation shall not be the responsibility of the Owners.

3.03 If all or any portion of the Property is conveyed prior to the annexation of the Property to the Village, whether by the Owners or other subsequent Owners, any contract for sale or other agreement relating to each and every such conveyance shall contain an acknowledgment by purchaser and grantee of the existence of this Agreement and the requirement that upon the Property becoming, in the opinion of the Village, adjacent to and contiguous with the Village, the Property will be annexed to the Village. In addition, each such contract or other agreement shall contain an agreement by the purchaser and grantee to do all things necessary or appropriate to cause the Property to be

duly and validly annexed to the Village in conformity with the terms of this Agreement, including, but not limited to, execution of an Annexation Petition. The failure of any Owner to comply with this Paragraph 3.03 shall not constitute a default under this Agreement.

3.04 In the event a court of competent jurisdiction determines that the annexation of the Property was defective because of the failure of the Parties to follow a procedural requirement constituting a valid precondition to proper annexation of the Property, the Village and Owners agree to promptly cause the Property to be reannexed to the Village in a manner that satisfies all procedural requirements.

3.05 In the event a court of competent jurisdiction determines that the annexation of the Property by the Village was without lawful authority due to lack of sufficient contiguity, the Parties agree that this Agreement shall be deemed a Pre-Annexation Agreement authorized pursuant to 65 ILCS 5/11-15.1-1, as amended, and shall remain in full force and effect to the extent permitted by law. Thereafter, in the event the Property becomes contiguous to the Village, the Village and Owners agree to promptly take all necessary steps as may then be provided by law to perfect the annexation of the Property to the Village.

4. **ZONING.** Immediately following the Village's adoption of the Annexation Ordinance, the Corporate Authorities of the Village shall duly and legally adopt an ordinance rezoning the Property ("**Entitlement Ordinance**"), which shall provide for the following:

4.01 **Rezoning of Property:** The West Parcel will be rezoned to R2 District pursuant to Section 10-4-8 of the Zoning Code ("**R2 District**") for the 4 single family residences fronting on Hill Avenue, and I1 Light Industrial zoning district for the cellular transmission tower, buildings and various accessory structures and the East Parcel will be rezoned under the I1 Light Industrial zoning district pursuant to Section 10-4-19 of the Zoning Ordinance ("**I1 District**").

Pursuant to Section 10-3-3 of the Zoning Code ("**Automatic Zoning**") the Community Development Director will automatically zone the four single-family lots fronting on Hill Avenue as R2 Residential District.

A duly noticed public hearing to consider a zoning map amendment to zone the remainder of the West Parcel and the East Parcel to the I1 zoning district upon annexation was held before the Plan Commission on October 22, 2020.

5. **APPLICABLE MUNICIPAL STANDARDS.** Upon the annexation of the Property, all ordinances, regulations, and codes of the Village relating to subdivision, stormwater management and zoning controls, as they exist at the time of this Agreement, except as amended, varied, or modified by the terms of this Agreement, shall apply to the Property in the same manner as all other properties in the Village. The development or redevelopment of all or any

portion of the Property shall be undertaken in conformity with all ordinances, regulations, and codes of the Village generally in force, from time to time, within the Village ("**Village Code**"), except to the extent that the same are superseded by more restrictive standards imposed by other regulatory authorities having jurisdiction, and further, as the same may be specifically modified by the terms of this Agreement. It is the intent and purpose of the Parties that no work anticipated in either Sections 8 or 9 below relating to water and sewer services, nor the mere annexation of the Property will trigger any new requirements, permits or obligations on the Property or the Owners except those otherwise specified in this Agreement.

6. **EXISTING USES AND STRUCTURES.** It is the intent and purpose of the Parties that upon the annexation of the Property to the Village, all of the existing uses ("**Existing Uses**") and all of the Existing Improvements shall constitute legal nonconforming uses, buildings, structures and improvements as currently set forth in Chapter 8--Nonconformities of the Zoning Code. The Village understands and agrees that Owners are desirous of maintaining the Existing Uses and Existing Improvements in perpetuity. The foregoing to the contrary notwithstanding, in the event Owners petition for approval of PUD Plans for a Development Phase, all new buildings, structures and improvements constructed within the Development Phase shall conform with the Village Code and this Agreement.

7. **CONCEPT PLANS FOR REDEVELOPMENT OF WEST PARCEL.** Owners are desirous of redeveloping the West Parcel at some future date, as may hereafter be determined by Owners. In contemplation thereof, Owners have prepared three (3) redevelopment concept plans for said Parcel. The first concept plan provides for the development of a three story multiple family residential building and is attached hereto as Exhibit "G" ("**Concept Plan A**"). The second and third concept plans each provide for the development of an approximately ten thousand (10,000) square foot non-residential building, utilizing alternative site layouts, one of which is attached hereto as Exhibit "H" ("**Concept Plan B**") and the other of which is attached hereto as Exhibit "I" ("**Concept Plan C**"). Concept Plans A, B and C are sometimes referred to herein individually as a "**Concept Plan**" and collectively as the "**Concept Plans**". The redevelopment of the West Parcel in general conformity with any of the Concept Plans is subject to the submittal by the Owners and the review and approval by the Village of the applicable Plans for said redevelopment. In any event, the use or uses to be carried out and engaged in on the West Parcel, as redeveloped, shall conform with the Permitted Uses and Special Uses in the applicable Village zoning district and/or such other uses as the Village may from time to time approve.

8. **WATER SERVICE.**

8.01 The Property is currently served with potable water from the Village of Lombard. Owners will not object to connection to the Village of Glen Ellyn water distribution system upon it becoming available to the Property. Such connection shall be made by the Village of Glen Ellyn as part of the future construction of water main on Hill Avenue.

Owners shall not be charged by the Village nor be responsible to pay any water

service permit, inspection, and connection fees, and or other charges as a result of the connection of existing water service lines at 21W153, 21W155, 21W161, 21W165, 21W167, 21W169, 21W171, 21W179, and 21W211 to the Village's new public water main. Owners will be responsible for water meter and installation costs.

The Village shall provide four individual 1-1/2-inch copper water service lines from its public water main to the proposed right-of-way line of Hill Avenue for Owners' use for the properties at 21W221, 21W231, 21W235, and 21W241 Hill Avenue. The Village shall provide two additional connection points for the residences located on the property at 21W201 Hill Avenue, at locations to be determined by agreement of the Parties. Owners shall be responsible for water meter and installation fees for connecting such properties to the water service lines provided by the Village. Owners shall not be charged by the Village nor be responsible to pay any water service permit, inspection, and connection fees, and or other charges as a result of the connection of existing water service lines to the above addresses.

Owner acknowledges that the Village's Water Distribution System will operate at approximately three times the existing water pressure received from the Village of Lombard and will not hold the Village of Glen Ellyn liable for any losses due to the inability of its private water mains, water services, and internal plumbing and appurtenances to withstand the Village's anticipated water distribution system pressure of approximately, but not limited to, ninety pounds per square inch (90 p.s.i.).

8.02 All water service connections shall be inspected by Village staff or its delegated inspector(s) to ensure they are constructed in accordance with Village and IEPA standards. Owners shall not be required to pay any costs related to the extension of the water main along Hill Avenue.

8.03 Prior to the Village commencing final engineering of its public water main improvement project on Hill Avenue, and upon written request by the Owners for the Village to accept maintenance of a portion of the private water main, the Village agrees to contribute one-half of the costs to replace approximately four-hundred feet of private water main, including engineering, construction, legal, and other costs. The Village will have all such work performed as part of the Hill Avenue water main extension project and Owners will be responsible to reimburse the Village for half of the costs up to \$90,000. The Village will accept ownership of approximately 400 feet of the private water main after upgrades have been inspected and approved by the Village Engineer, a minimum fifteen foot (15') wide public utility easement, centered on the water main, has been provided to the Village, the private water main has been connected to the Village's water main, and all reimbursement due by the Owner has been received by the Village. Owners shall provide a bill of sale and lien waivers acceptable to the Village for the portion of the subject water main the Village is to accept. Owners will not be required to pay any connection or permit fees associated with the connection of the private main to the new public water main except as outlined herein above.

8.04 The parties agree that they will meet on sight to discuss and agree to placement of utility lines and the Village agrees it will use directional boring under reinforced concrete wherever feasible and prudent to do so.

9. **SANITARY SEWER SERVICE.** The Property is currently receiving sanitary sewer service from the Village of Glen Ellyn through the Glenbard Wastewater Authority (“GWA”). In furtherance of the Intergovernmental Agreement, the Village of Glen Ellyn has assumed ownership of the Glen Oak Lift Station and all related public sanitary sewer mains from Lombard. Owners shall provide a twenty-five foot (25’) wide public utility easement to the Village of Glen Ellyn consistent with the existing twenty-five foot (25’) wide public utility easement granted to the Village of Lombard (by document R78-28716).

9.01 Any sanitary sewer connections shall be inspected by Village staff to ensure that they are constructed in accordance with Village standards. Owner shall not be required to pay any costs related to the extension of the public sanitary sewer main along Hill Avenue.

9.02 Prior to the Village commencing final engineering of its public water main and public sanitary sewer main improvement project on Hill Avenue, the Village agrees to provide four individual sanitary service lines from its public sanitary sewer main to the proposed right-of-way line of Hill Avenue for Owner’s use for the properties at 21W221, 21W231, 21W235, and 21W241 Hill Avenue. Owner shall be responsible for all costs for connecting such properties to the sanitary service lines provided by the Village of Glen Ellyn. Owners will not be required to pay permit or inspection fees.

9.03 The parties agree that they will meet on sight to discuss and agree to placement of utility lines and the Village agrees it will use directional boring under reinforced concrete wherever feasible and prudent to do so.

10. **RATES FOR WATER AND SANITARY SEWER SERVICE.** Upon annexation, the Owners shall pay the same rates for water and sanitary sewer services charged to customers inside the Village limits. Resident water rates will be charged after annexation, whether the Village extends Glen Ellyn water mains along Hill Avenue to the Property or not.

11. **FIRE PROTECTION.** The Property is currently located within the boundaries of a Special Service Area established on November 23, 2009 by document number R2009-191157 which imposes a special tax on unincorporated properties for fire protection services provided by the Glen Ellyn Volunteer Fire Company (hereinafter “Fire SSA”). Special Service Area payments for the Fire SSA will continue to be collected as done historically until such time as the Property is annexed to the Village. Following annexation: (i) the Property shall be removed from the Fire SSA and shall no longer pay into the Fire SSA; and (ii) the Parties shall confirm that the Owners are not being double billed for fire protection. The Parties agree to

cooperate and to resolve any billing/payment issues by preparing the appropriate reparation calculation following the date of annexation until such time as the Property can be officially removed from the Fire SSA

12. **VILLAGE ADDRESS.** Upon annexation to the Village, the Village will assign the appropriate Village addresses to the subject Property.

13. **ANNEXATION FEE.** The Owners have paid the required annexation fee of \$6,000 to the Village.

14. **TERM.** The term of this Agreement shall be twenty (20) years from the date of execution hereof, which will be deemed to become effective on the date hereof.

15. **ANNEXATION AGREEMENT EXTENSION.** At the option of the Village, the Village may extend this Agreement, at its conclusion, for an additional period of up to twenty (20) years for a portion or all of the Property. If the Village wishes to exercise this option, it shall do so in writing not earlier than two (2) years before the expiration of the Agreement, nor later than three (3) months prior to this Agreement's initial termination date. Notice shall be sent in writing to (i) that entity that has paid the real estate property taxes during one of the last two years for the Property or that portion of the Property for which the Village wishes to extend this Agreement or (ii) to the record title holder of the Property or that portion of the Property for which the Village wishes to extend this Agreement. If the Village decides in its sole and absolute opinion to extend the term of this Agreement, the Village may do so whether or not the Property, or any portion of the Property, has been annexed to the Village. The Village may only extend the term of this Agreement once. In the event that the Village has not exercised the option to extend the term of this Agreement pursuant to this Section, and if the Property has not been annexed to the Village at this Agreement's initial termination date, the Village and the Owners may enter into a new Annexation Agreement in the manner provided by law.

16. **GENERAL PROVISIONS.**

16.01 Severability: In the event that any portion of this Agreement will be found to be invalid by any court of competent jurisdiction, such finding of invalidity as to that portion will not affect the validity or enforceability of the balance of this Agreement.

16.02 Remedies/Enforcement: In addition to all rights and remedies specified in this Agreement, the Village will have the authority to pursue any and all rights and remedies, at law or in equity, to which it is entitled in order to enforce the terms of this Agreement. In the event that Owners fail to comply with any of its obligations or undertakings in this Agreement, the Village may institute an action for specific performance along with other civil actions as permitted by law. In the event the Village fails to comply with any of its obligations or undertakings in this Agreement, Owners shall be entitled to pursue all remedies available in equity and at law, including, without limitation, specific performance. The non-prevailing Party in any dispute hereunder shall be further liable for any attorney fees, court costs and other costs incurred by the

prevailing Party as a consequence of the prevailing Party's enforcement of this Agreement. The laws of the State of Illinois shall govern this Agreement. Any lawsuit enforcement filed against the Village of Glen Ellyn, or its officers, employees or independent contractors, may only seek injunction, mandamus or specific performance for the enforcement of the Agreement and may not seek damages.

16.03 Amendment: This Agreement may be amended from time to time with the consent of the Parties, pursuant to Statute.

16.04 Conflict Regulations: The provisions of this Agreement shall supersede the provision of any Village Codes and Ordinances that may be in conflict with the provisions of this Agreement.

16.05 Successors and Assigns and Ownership: This Agreement shall inure to the benefit of and be binding upon Owners and the Village and their respective successors and assigns. Both Parties acknowledge by their signature to this Agreement that the statements made in this Agreement are true and that they have the authority to execute the Agreement and to bind the Village or Owners. Any transferee of a Parcel or any portion thereof shall automatically be deemed, by acceptance of the title thereto, to have assumed all obligations of this Agreement relating thereto and to have agreed with the then Owner or Owners of all other portions of the Property to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Agreement, but no such transferee shall have or incur any liability for the acts or omissions of its predecessor-in-interest (unless and to the extent successor liability is otherwise provided by law). The transferor shall upon the completion of such transfer be relieved of all further liability under this Agreement except liability with respect to matters that may have arisen during its period of ownership of the portion of the Property so conveyed that remain unsatisfied.

16.06 Application of Ordinances: Upon annexation, the Property and its use will be subject to all Village ordinances generally applicable throughout the Village except as otherwise provided in this Agreement.

16.07 Recording: The Village Clerk is hereby directed to cause this Agreement to be recorded with the Recorder of Deeds of DuPage County, following its execution and approval by the Village Board.

16.08 No Disconnection: Once the Property subject to this Agreement has been annexed to the Village, Owners shall not petition the circuit court to take any other action to cause the Property to be disconnected from the Village during the term of this Agreement or any extension to that term. In addition, Owners shall not during the term of this Agreement petition any other municipality or a court to permit annexation to another municipality.

16.09 Incorporation of Recitals and Exhibits: The recitals set forth in the beginning of this Agreement, and the exhibits attached hereto, are incorporated herein by this reference and shall constitute substantive provisions to this Agreement.

16.10 Captions and Section Headings: The captions and section headings used herein are for convenience only and shall not be used in construing any term or provision of this Agreement.

16.11 References to Sections and Exhibits: All references to section numbers contained in this Agreement shall mean the section of such number contained in this Agreement, unless otherwise expressly provided therein. All references herein to an Exhibit shall mean such exhibit attached to this Agreement, unless otherwise expressly provided herein.

17. **NOTICES.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("*email*"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Email notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three business days after deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Section each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

(i) Notice and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137
Attn: Community Development Director

(ii) Notice and communications to the Owners shall be addressed to, and delivered at, the following address:

Elliot & Elliot, L.L.C.
21W171 Hill Avenue
Glen Ellyn, IL 60137
Attn: Rob Elliot

with a copy to:

Rathje Woodward LLC
300 E. Roosevelt Road, Suite 300
Wheaton, IL 60187
Attn: Kevin M. Carrara

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date first above written.

VILLAGE:

VILLAGE OF GLEN ELLYN, an Illinois
Municipal Corporation

By: _____
President

Attest: _____
Village Clerk

OWNER:

ELLIOT & ELLIOT, L.L.C., an Illinois limited liability company

By: ELLIOT CONSTRUCTION CORP., Its Manager

By: 
Daniel Hagen, President

GLEN HILL, LLC, an Illinois limited liability company

By: ELLIOT CONSTRUCTION CORP., Its Manager

By: 
Daniel Hagen, President

PHILLIPS & JOHNSTON, INC., an Illinois corporation

By: 
Christopher Nowalski, President

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, President, and _____, Village Clerk, of the Village of Glen Ellyn, an Illinois municipal corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such President and Village Clerk, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Village Clerk then and there acknowledged that he, as custodian of the records of the corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____ 2020.

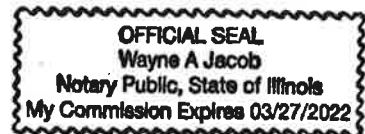
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Daniel Hagen, President, of Elliot Construction Corp., as Manager of of Elliot & Elliot, L.L.C., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager, he signed and delivered the said instrument pursuant to authority as Manager of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of September 2020.

Wayne A Jacob
Notary Public



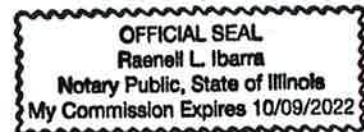
STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Christopher Kowalski, President, of Phillips & Johnson, Inc., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager, he signed and delivered the said instrument pursuant to authority as Manager of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of SEPTEMBER 2020.

Raenell L. Ibarra
Notary Public

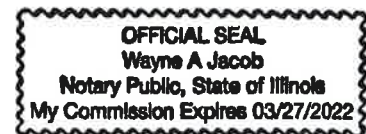
STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)



I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Daniel Hagen, President, of Elliot Construction Corp., as Manager of of Glen Hill, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President, he signed and delivered the said instrument pursuant to authority as President of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of September 2020.

Wayne A. Jacob
Notary Public



SCHEDULE OF EXHIBITS

EXHIBIT "A":	Legal Description of Property
EXHIBIT "B":	Depiction and Legal Description of West Parcel
EXHIBIT "C":	Depiction and Legal Description of East Parcel
EXHIBIT "D":	PD Ordinance
EXHIBIT "E":	PD Site Plan
EXHIBIT "F":	Annexation Petition
EXHIBIT "G":	Concept Plan A
EXHIBIT "H":	Concept Plan B
EXHIBIT "I":	Concept Plan C

Legal Description of Property to be Annexed:

Addresses: 21W211 Hill Avenue, 21W167 Hill Avenue, 21W165 Hill Avenue, 21W169 Hill Avenue, 21W161 Hill Avenue, 21W 159 Hill Avenue, 21W157 Hill Avenue, 21W155 Hill Avenue, 21W153 Hill Avenue, 21W151 Hill Avenue, 21W179 Hill Avenue, 21W171 Hill Avenue

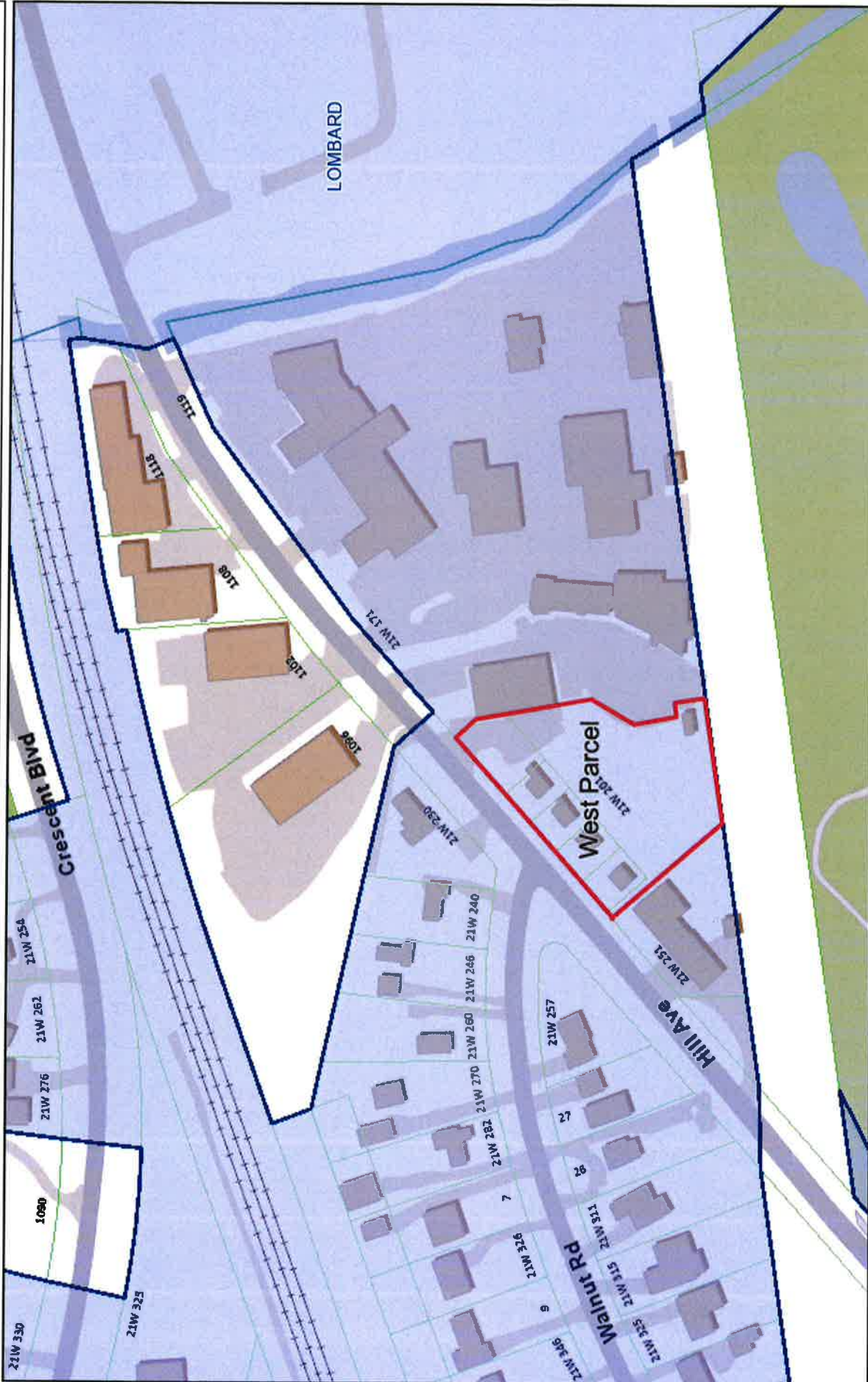
That part of Lots 8, 9, 11 and 12 in the Assessment Division of Section 12, Township 39 North Range 10 East of the Third Principal Meridian, described as follows: Commencing at a point where the North Right of Way Line of the Chicago, Aurora and Elgin Railroad Intersects the Center Line of Hill Avenue (as now platted and recorded) thence North 48 Degrees 37 Minutes 41 Seconds East, along the Center line of Hill Avenue, 627.7 feet; thence South 41 Degrees 12 Minutes 19 Seconds East at right angles to the Center Line of Hill Avenue, 33 feet to the Point of Beginning; thence North 48 Degrees 37 Minutes 41 Seconds East along a line parallel with the center line of Hill Avenue, 283.9 feet; thence North 53 Degrees 27 Minutes 41 Seconds East 294.69 feet; thence North 64 Degrees 45 Minutes 41 Seconds East 159.29 Feet to the Center line of the East Branch of the DuPage River (Being also the Easterly Line of Lot 11 aforesaid); thence South 11 Degrees 08 Minutes 57 Seconds East along the Center line of Said River (Being also the Easterly line of Lot 11), 395.06 feet to the Southeast corner of said Lot 11; thence South 22 Degrees 08 Minutes 49 Seconds, 86.97 feet; thence South 39 Degrees 31 Minutes 48 Seconds 146.97 feet to the North Line of the Chicago, Aurora and Elgin Railroad; thence South 81 Degrees 47 Minutes 04 Seconds West, along the North Line of Said Railroad to a point that is 546.62 feet East of the intersection of said North Line with the Center Line of Hill Avenue; thence North 08 Degrees 12 Minutes 56 Seconds West along the East line and the East line extended southerly of 60 by 30 Foot Cell Tower Lease Site, 40.00 feet to the Northeasterly corner of said Lease Site; thence South 81 Degrees 47 Minutes 04 Seconds West, 19.50 feet; thence North 08 Degrees 12 Minutes 56 Seconds West, 53.65 feet; thence North 28 Degrees 49 Minutes 17 Seconds East 62.65 feet; thence North 09 Degrees 34 Minutes 15 Seconds West, 145.73 feet; thence North 41 Degrees 22 Minutes 19 Seconds West, 31.44 feet to the Point of Beginning, in DuPage County, Illinois.

05-12-405-001, and 05-12-405-004 through 05-12-405-017; and

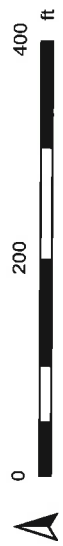
Addresses: 21W201 Hill Avenue, 21W203 Hill Avenue, 21W241 Hill Avenue, 21W235 Hill Avenue, 21W231 Hill Avenue, 21W221 Hill Avenue

That part of Lots 8, 9, 11 and 12 in the Assessment Division of Section 12, Township 39 North Range 10 East of the Third Principal Meridian, described as follows: Commencing at a point where the North Right of Way Line of the Chicago, Aurora and Elgin Railroad Intersects the Center Line of Hill Avenue (as now platted and recorded) thence North 48 Degrees 37 Minutes 41 Seconds East, along the Center line of Hill Avenue, 627.7 feet; thence South 41 Degrees 12 Minutes 19 Seconds East at right angles to the Center Line of Hill Avenue, 33 feet to the Point of Beginning; thence South 41 Degrees 22 Minutes 19 Seconds East, 31.44 feet; thence South 09 Degrees 34 Minutes 15 Seconds East, 145.73 feet, thence South 28 Degrees 49 Minutes 17 Seconds West 62.65 feet; thence South 08 Degrees 12 Minutes 56 Seconds East, 53.65 feet; thence North 81 Degrees 47 Minutes 04 Seconds East, 19.50 feet to the Northeasterly corner of 60 by 30 foot Cell Tower Lease Site; thence South 08 Degrees 12 Minutes 56 Seconds East along the East line and the East line extended southerly of said Lease Site, 40.00 feet to point on the North Line of the Chicago, Aurora and Elgin Railroad that is

GIS Consortium



Notes



Disclaimer: The GDS Consortium and NGA Inc. are not liable for any risk, misuse, modification or distribution of any map provided under applicable law. This map is the general information required only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm the accuracy. The map data does not constitute a regulatory determination and it is not a basis for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

Description of West Parcel

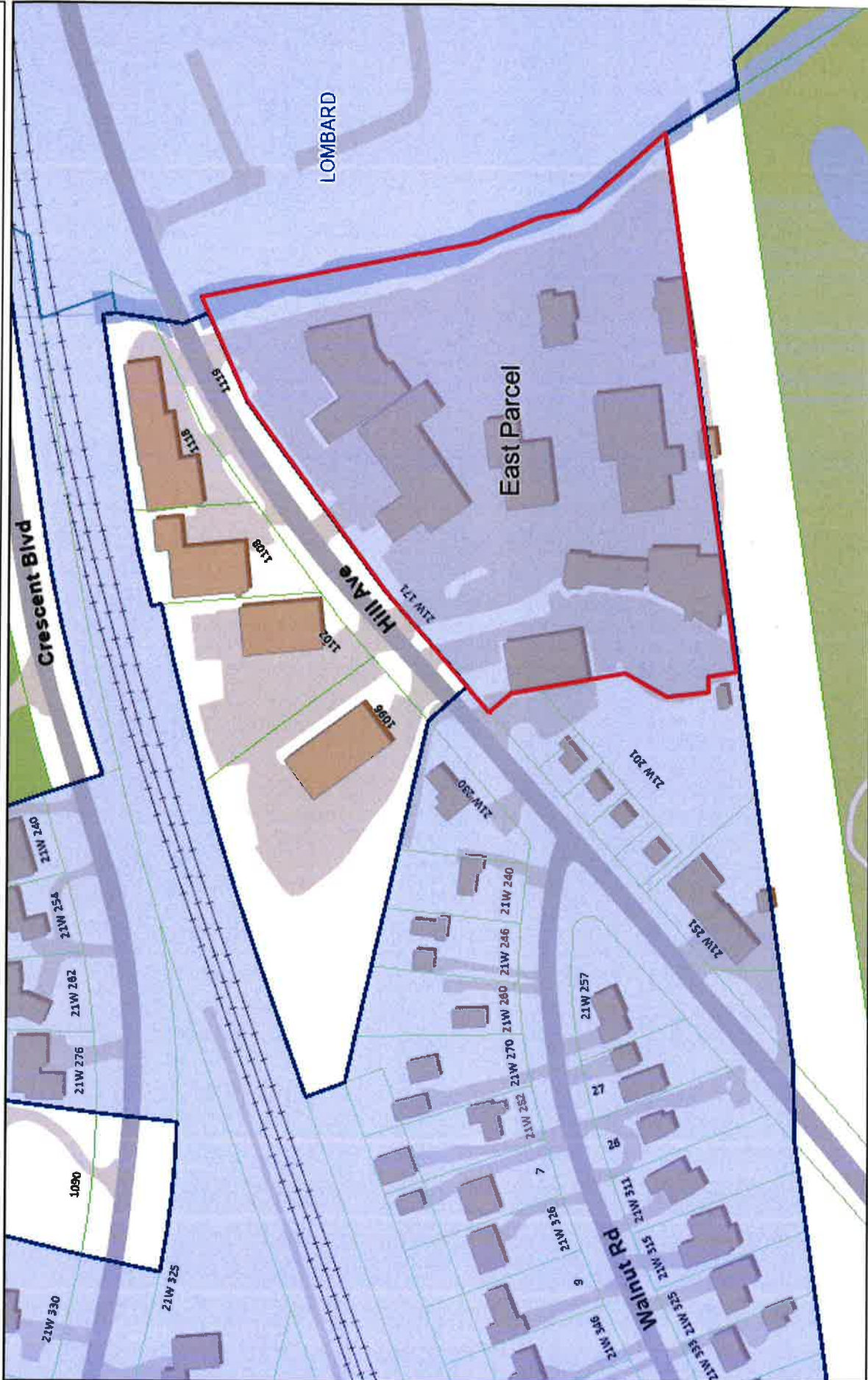
Addresses: 21W201 Hill Avenue, 21W203 Hill Avenue, 21W241 Hill Avenue, 21W235 Hill Avenue, 21W231 Hill Avenue, 21W221 Hill Avenue

PINs: 05-12-401-016, 05-12-401-017, 05-12-401-003 through 05-12-401-006

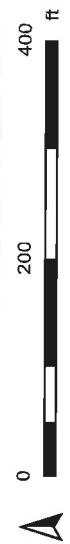
Legally Described as Follows:

That part of Lots 8, 9, 11 and 12 in the Assessment Division of Section 12, Township 39 North Range 10 East of the Third Principal Meridian, described as follows: Commencing at a point where the North Right of Way Line of the Chicago, Aurora and Elgin Railroad Intersects the Center Line of Hill Avenue (as now platted and recorded) thence North 48 Degrees 37 Minutes 41 Seconds East, along the Center line of Hill Avenue, 627.7 feet; thence South 41 Degrees 12 Minutes 19 Seconds East at right angles to the Center Line of Hill Avenue, 33 feet to the Point of Beginning; thence South 41 Degrees 22 Minutes 19 Seconds East, 31.44 feet; thence South 09 Degrees 34 Minutes 15 Seconds East, 145.73 feet, thence South 28 Degrees 49 Minutes 17 Seconds West 62.65 feet; thence South 08 Degrees 12 Minutes 56 Seconds East, 53.65 feet; thence North 81 Degrees 47 Minutes 04 Seconds East, 19.50 feet to the Northeasterly corner of 60 by 30 foot Cell Tower Lease Site; thence South 08 Degrees 12 Minutes 56 Seconds East along the East line and the East line extended southerly of said Lease Site, 40.00 feet to point on the North Line of the Chicago, Aurora and Elgin Railroad that is 546.62 feet East of the Southeast corner of Lot 15 in Glen Oaks Woods; thence South 81 Degrees 47 Minutes 04 Seconds West along the North Line of Said Railroad 147.61 feet to the Southeast corner of Lot 15 in Glen Oaks Woods; thence North 41 Degrees 22 Minutes 19 Seconds West along the East line of said Lot 15, 185.25 feet; thence North 48 Degrees 37 Minutes 41 Seconds East 294.21 feet to the Point of Beginning, in DuPage County, Illinois.

GIS Consortium | Depiction of the East Parcel



Notes



Disclaimer: The GIS Consortium and AGS Inc. are not liable for any use, misuse, modification or disclosure of any map generated under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm the accuracy. The map does not constitute a regulatory determination and is not a basis for engineering design. A registered land surveyor should be contacted to determine precise location information or the ground.

Description of East Parcel

Addresses: 21W211 Hill Avenue, 21W167 Hill Avenue, 21W165 Hill Avenue, 21W169 Hill Avenue, 21W161 Hill Avenue, 21W 159 Hill Avenue, 21W157 Hill Avenue, 21W155 Hill Avenue, 21W153 Hill Avenue, 21W151 Hill Avenue, 21W179 Hill Avenue, 21W171 Hill Avenue

PINs: 05-12-405-001, and 05-12-405-004 through 05-12-405-017

Legally Described as Follows:

That part of Lots 8, 9, 11 and 12 in the Assessment Division of Section 12, Township 39 North Range 10 East of the Third Principal Meridian, described as follows: Commencing at a point where the North Right of Way Line of the Chicago, Aurora and Elgin Railroad Intersects the Center Line of Hill Avenue (as now platted and recorded) thence North 48 Degrees 37 Minutes 41 Seconds East, along the Center line of Hill Avenue, 627.7 feet; thence South 41 Degrees 12 Minutes 19 Seconds East at right angles to the Center Line of Hill Avenue, 33 feet to the Point of Beginning; thence North 48 Degrees 37 Minutes 41 Seconds East along a line parallel with the center line of Hill Avenue, 283.9 feet; thence North 53 Degrees 27 Minutes 41 Seconds East 294.69 feet; thence North 64 Degrees 45 Minutes 41 Seconds East 159.29 Feet to the Center line of the East Branch of the DuPage River (Being also the Easterly Line of Lot 11 aforesaid); thence South 11 Degrees 08 Minutes 57 Seconds East along the Center line of Said River (Being also the Easterly line of Lot 11), 395.06 feet to the Southeast corner of said Lot 11; thence South 22 Degrees 08 Minutes 49 Seconds, 86.97 feet; thence South 39 Degrees 31 Minutes 48 Seconds 146.97 feet to the North Line of the Chicago, Aurora and Elgin Railroad; thence South 81 Degrees 47 Minutes 04 Seconds West, along the North Line of Said Railroad to a point that is 546.62 feet East of the intersection of said North Line with the Center Line of Hill Avenue; thence North 08 Degrees 12 Minutes 56 Seconds West along the East line and the East line extended southerly of 60 by 30 Foot Cell Tower Lease Site, 40.00 feet to the Northeasterly corner of said Lease Site; thence South 81 Degrees 47 Minutes 04 Seconds West, 19.50 feet; thence North 08 Degrees 12 Minutes 56 Seconds West, 53.65 feet; thence North 28 Degrees 49 Minutes 17 Seconds East 62.65 feet; thence North 09 Degrees 34 Minutes 15 Seconds West, 145.73 feet; thence North 41 Degrees 22 Minutes 19 Seconds West, 31.44 feet to the Point of Beginning, in DuPage County, Illinois.

O R D I N A N C E

Zoning Petition Z09-076 Elliot & Elliot L.L.C.

WHEREAS, a public hearing was held on September 9, 2009 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 7:00 P.M. before the DuPage County Zoning Board of Appeals and notice of said hearing was duly given; and

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

- A. A conditional use for a Planned Development to permit the continued use, operation and maintenance of the existing (5) single and multi-tenant principal buildings and accessory structures upon a single zoning lot, including the shared use of 226 parking spaces to satisfy the parking requirements of all permitted uses from time to time carried out within the existing five buildings; and
- B. The granting of the following exceptions to the applicable provisions of the Zoning Ordinance; to wit:
1. Reduce front yard setback for residential structure from 60 ft. to 20 ft.
 2. Reduce front yard setback for Building 5 adjacent to Hill Avenue from 60 feet to 35 feet.
 3. Reduce front yard setback for parking adjacent to Hill Avenue from 60 feet to 6 feet.
 4. Reduce landscape yard setback for parking adjacent to Hill Avenue from 20 feet to 6 feet.
 5. Reduce front yard setback for parking adjacent to Hill Avenue from 60 feet to 10 feet.
 6. Reduce landscape yard setback for parking adjacent to Hill Avenue from 20 feet to 10 feet.
 7. Reduce front yard setback for parking adjacent to Hill Avenue from 40 feet to 32 feet.
 8. Reduce front yard setback for parking and drive aisle adjacent to Hill Avenue from 40 feet to 17 feet.
 9. Reduce landscape yard setback for parking and drive aisle adjacent to Hill Avenue from 20 feet to 17 feet.
 10. Reduce front yard setback for parking and drive aisle adjacent to Hill Avenue from 40 feet to 20 feet.

11. Reduce front yard setback for parking and drive aisle adjacent to Hill Avenue from 40 feet to 9 feet.
12. Reduce landscape yard setback for parking adjacent to Hill Avenue from 20 feet to 9 feet.
13. Reduce side yard setback for parking and drive aisle adjacent to East property line from 20 feet to 6 feet.
14. Reduce landscape yard setback for parking and drive aisle adjacent to East property line from 12 feet to 6 feet.
15. Reduce landscape yard setback from 20 feet to 0 feet from Southeast property corner extending 676 feet for Building 4, outside storage, parking and drive aisle.
16. Reduce rear yard setback from 60 feet to 0 feet from Southeast property corner extending 693 feet for Building 4, outside storage, parking and drive aisle.
17. Reduce rear yard setback for Building 3 from 60 feet to 57 feet.
18. Reduce rear yard setback for storage shed from 60 feet to 21 feet.
19. Permit the shared use of 226 parking spaces to satisfy the parking requirement of all permitted uses from time to time carried out within the existing five buildings; on the property hereinafter described:

THAT PART OF LOTS 8, 9, 11 AND 12 (TAKEN AS A TRACT) IN THE ASSESSMENT DIVISION OF SECTION 12, TOWNSHIP 39, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DU PAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHERE NORTH RIGHT OF WAY LINE OF CHICAGO, AURORA AND ELGIN RAILROAD INTERSECTS THE CENTER LINE OF HILL ST. (AS NOT PLATTED OF RECORD); THENCE NORTH 49 DEGREES 33 MINUTES E ALONG CENTER LINE OF HILL ST. 771.78 FEET FOR A PLACE OF BEGINNING: THENCE CONTINUING NORTHEASTERLY ALONG CENTER LINE OF HILL ST. TO THE CENTER LINE OF EAST BRANCH OF DU PAGE RIVER (BEING THE EASTERLY LINE OF LOT 11 AFORESAID); THENCE SOUTHERLY ALONG CENTER LINE OF SAID RIVER (BEING ALONG THE EASTERLY LINE OF LOTS 8 AND 11 AFORESAID) TO THE NORTH LINE OF SAID RAILROAD TO A POINT THAT IS 546.62 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE WITH THE CENTER LINE OF HILL ST.,: THENCE NORTH 45 DEGREES 10 SECONDS EAST 89.84 FEET, THENCE NORTH 6 DEGREES 5 MINUTES 50 SECONDS, EAST 125.10 FEET TO THE CENTER LINE OF HILL ST., BEING THE PLACE OF BEGINNING IN DU PAGE COUNTY, ILLINOIS, (EXCEPT THAT PART THEREOF CONVEYED TO NORTHERN ILLINOIS GAS COMPANY BY DOCUMENT #R64-25774; and

WHEREAS, the Zoning Board of Appeals, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on October 1, 2009 does find as follows:

FINDINGS OF FACT:

1. That the petitioner testified that he has owned and acquired and consolidated the subject property over the course of approximately 40 years as part of a comprehensive industrial park.
2. That the industrial park includes 5 total principal buildings consisting of several tenant uses and several accessory buildings which are used in conjunction with the several uses occupying the 5 principal buildings.
3. That petitioner testified that the buildings, parking and circulation have over the years been entitled via several separate zoning cases approved by the DuPage County Board beginning in 1962, (ZP 1463), 1981 (ZP 3138), and 1983 (ZP 3235). All of which approved variations in yard setback to permit parking and building and circulation to encroach to various degrees in to the setbacks areas.
4. That the petitioner testified that that he seeks the subject zoning relief to allow him to overlay the Planned Development (PDD) Conditional Use with the exceptions to the bulk requirements consistent with the previously approved zoning relief as part of the new entitlement for the entire industrial park.
 - a. That the PDD will enable the owner, Mr. Elliot to eventually sell off individual buildings as part of a condominium association with the eventual building owners being part of a condominium association that would manage equally the common areas on the property, including parking, landscaping, circulation areas and drainage and storm water facilities..
5. That petitioner testified that have met with the County Storm water Division relative to potential storm water issues and been advised that because the development is all existing no detention will be required.

a. That the petitioner testified that a good portion of the property is located in a special management area (floodplain). That petitioner testified that the Storm water division advises that no additional work including new landscaping can be placed in the floodplain area. As such, petitioner testified that they will provide the following improvements in lieu of interior landscaping:

- Partial landscape improvements along Hill Avenue to include new entrance plantings including low lying shrubs and canopy trees all as depicted in petitioner's Landscape Exhibits.
- Stream bank stabilization and cleaning of the portion of the east bank of the DuPage River adjacent to the subject property: Petitioner testified that they have already begun working with and implementing a joint clean-up and stabilization program with the DuPage County Public Works Division to include stream bank stabilization, clean-up of debris and landscape plantings.

STANDARDS FOR CONDITIONAL USES:

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

- a. Impair an adequate supply of light and air to the adjacent property as petitioner has demonstrated that the development is a going concern consisting of 5 buildings and several legal uses for at least 50 years and that the uses have operated on the property under previous zoning relief and permits without incident for that same time period.
- b. Increase the hazard from fire or other dangers to say property as petitioner has demonstrated that the proposed development will continue to meet all other codes of the County and that the buildings and

structures have all been developed pursuant to either zoning relief or building permits.

- c. Unduly increase traffic congestion in the public streets and highways as petitioner has demonstrated that the proposed development has been operating as a going concern for at least 50 years without incident. That the Milton Township Road Commissioner who has jurisdiction over the adjacent road way, (Hill Avenue) has no objection to the proposed development.
- d. Increase the potential for flood damages to adjacent property as petitioner has demonstrated that the development has been a going concern for at least 50 years and that the proposed Zoning Relief will not change the current operations. As such, the Storm water Division has determined that they have no concerns with the development provided that there are no changes to the existing development.
- e. Incur additional public expense for flood protection, rescue or relief as petitioner has demonstrated that the proposed development, while located in a special management area, will not include any new development and as such will not impact the existing drainage conditions on the property.
- That the petitioner has demonstrated that they are engaged, as part of the property development in a stream bank stabilization project with DuPage County involving improvements to the east branch of the DuPage River immediately adjacent to the east of the subject development.

PETITIONER'S DEVELOPMENT FACT SHEET

GENERAL ZONING CASE INFORMATION

CASE #/PETITIONER	Z09-076 Elliot & Elliot L.L.C.	
OWNER	Elliot & Elliot, L.L.C., 21W171 Hill Ave., Glen Ellyn, IL 60137. Robert J. Elliot, 21W171 Hill Ave., Glen Ellyn, IL 60137	
AGENT FOR PETITIONER	Henry S. Stillwell, III. 300 E. Roosevelt Rd., Wheaton, IL 60187	
ADDRESS/LOCATION	21W151, 21W171, 21W201, and 21W203 Hill Ave., Glen Ellyn, IL 60137	
PUBLICATION DATE	Daily Herald:	September 9, 2009
ZONING REQUEST: A conditional use for a planned development under Section 37-1001.2 of the DuPage County Zoning Ordinance to permit the continued use, operation and maintenance of the existing (5) single and multi-tenant principal buildings and accessory structures upon a single zoning lot, including (a) the shared use of 226 parking spaces to satisfy the parking requirements of all permitted uses from time to time carried out within the existing five buildings and (b) the allowance of those exceptions to the applicable provisions of the Zoning Ordinance as set forth on Exhibit "A" attached hereto, all where located within the I-1 Light Industrial District. Exhibit A: The following exceptions, as identified on the PUD Site Plan Exceptions submitted herewith, are hereby requested: 1. Reduce front yard setback for residential structure from 60 ft. to 20 ft. (Sec. 37-1000.4) 2. Reduce front yard setback for Building 5 adjacent to Hill Avenue from 60 feet to 35 feet. (Sec. 37-1000.4) 3. Reduce front yard setback for parking adjacent to Hill Avenue from 60 feet to 6 feet. (Sec. 37-1000.4) 4. Reduce landscape yard setback for parking adjacent to Hill Avenue from 20 feet to 6 feet. (Sec. 37-419) 5. Reduce front yard setback for parking adjacent to Hill Avenue from 60 feet to 10 feet. (Sec. 37-1000.4) 6. Reduce landscape yard setback for parking adjacent to Hill Avenue from 20 feet to 10 feet. (Sec. 37-419) 7. Reduce front yard setback for parking adjacent to Hill Avenue from 40 feet to 32 feet. (Sec. 37-1000.4) 8. Reduce front yard setback for parking and drive aisle adjacent to Hill Avenue from 40 feet to 17 feet. (Sec. 37-1000.4) 9. Reduce landscape yard setback for parking and drive aisle adjacent to Hill Avenue from 20 feet to 17 feet. (Sec. 37-419) 10. Reduce front yard setback for parking and drive aisle adjacent to Hill Avenue from 40 feet to 20 feet. (Sec. 37-1000.4) 11. Reduce front yard setback for parking and drive aisle adjacent to Hill Avenue from 40 feet to 9 feet. (Sec. 37-1000.4) 12. Reduce landscape yard setback for parking adjacent to Hill Avenue from 20 feet to 9 feet. (Sec. 37-419) 13. Reduce side yard setback for parking and drive aisle adjacent to East property line from 20 feet to 6 feet. (Sec. 37-1000.4) 14. Reduce landscape yard setback for parking and drive aisle adjacent to East property line from 12 feet to 6 feet. (Sec. 37-419) 15. Reduce landscape yard setback from 20 feet to 0 feet from Southeast property corner extending 676 feet for Building 4, outside storage, parking and drive aisle. (Sec. 37-419) 16. Reduce rear yard setback from 60 feet to 0 feet from Southeast property corner extending 693 feet for Building 4, outside storage, parking and drive aisle. (Sec. 37-1000.4) 17. Reduce rear yard setback for Building 3 from 60 feet to 57 feet. (Sec. 37-1000.4) 18. Reduce rear yard setback for storage shed from 60 feet to 21 feet. (Sec. 37-1000.4) 19. Permit the shared use of 226 parking spaces to satisfy the parking requirement of all permitted uses from time to time carried out within the existing five buildings. (Sec. 37-1202)		
PIN/TWSP./ COUNTY BOARD DIST.	05-12-208-004; 05-12-401-007, -008, -015	Milton Township/District 4
ZONING/LUP	I-2 General Industrial	Office - Low Density
AREA/ UTILITIES	8.505 Acres	Water and Sewer
PUBLIC HEARING	September 24, 2009, 7:00 p.m.	
ADDITIONAL INFORMATION:		
Building:	Have reviewed and no concerns	
DUDOT:	Have reviewed and no concerns	

Health:	Have reviewed and no concerns
Stormwater:	Have reviewed and no concerns
Public Works	Have reviewed and no concerns
EXTERNAL:	
Glen Ellyn	Would like petitioner to consider landscaping, signage, fencing and curbs as part of the development
Lombard	Will provide comments to Glen Ellyn
Milton Township	Have reviewed and no concerns
Milton Township Highway	Have reviewed and no concerns at this time: May require additional information

WHEREAS, the Zoning Board of Appeals, having considered in relation to the above and at the recommendation meeting held on October 1, 2009 recommends to approve the following zoning relief:

- A. A conditional use for a Planned Development to permit the continued use, operation and maintenance of the existing (5) single and multi-tenant principal buildings and accessory structures upon a single zoning lot, including the shared use of 226 parking spaces to satisfy the parking requirements of all permitted uses from time to time carried out within the existing five buildings; and
- B. The granting of the following exceptions to the applicable provisions of the Zoning Ordinance; to wit:
1. Reduce front yard setback for residential structure from 60 ft. to 20 ft.
 2. Reduce front yard setback for Building 5 adjacent to Hill Avenue from 60 feet to 35 feet.
 3. Reduce front yard setback for parking adjacent to Hill Avenue from 60 feet to 6 feet.
 4. Reduce landscape yard setback for parking adjacent to Hill Avenue from 20 feet to 6 feet.
 5. Reduce front yard setback for parking adjacent to Hill Avenue from 60 feet to 10 feet.
 6. Reduce landscape yard setback for parking adjacent to Hill Avenue from 20 feet to 10 feet.
 7. Reduce front yard setback for parking adjacent to Hill Avenue from 40 feet to 32 feet.
 8. Reduce front yard setback for parking and drive aisle adjacent to Hill Avenue from 40 feet to 17 feet.
 9. Reduce landscape yard setback for parking and drive aisle adjacent to Hill Avenue from 20 feet to 17 feet.
 10. Reduce front yard setback for parking and drive aisle adjacent to Hill Avenue from 40 feet to 20 feet.
 11. Reduce front yard setback for parking and drive aisle adjacent to Hill Avenue from 40 feet to 9 feet.

12. Reduce landscape yard setback for parking adjacent to Hill Avenue from 20 feet to 9 feet.
13. Reduce side yard setback for parking and drive aisle adjacent to East property line from 20 feet to 6 feet.
14. Reduce landscape yard setback for parking and drive aisle adjacent to East property line from 12 feet to 6 feet.
15. Reduce landscape yard setback from 20 feet to 0 feet from Southeast property corner extending 676 feet for Building 4, outside storage, parking and drive aisle.
16. Reduce rear yard setback from 60 feet to 0 feet from Southeast property corner extending 693 feet for Building 4, outside storage, parking and drive aisle.
17. Reduce rear yard setback for Building 3 from 60 feet to 57 feet.
18. Reduce rear yard setback for storage shed from 60 feet to 21 feet.
19. Permit the shared use of 226 parking spaces to satisfy the parking requirement of all permitted uses from time to time carried out within the existing five buildings.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner's Exhibit # 2, entitled, "Site Plan and Exceptions Plan" made part of Zoning Petition # Z09-076 Elliot & Elliot L.L.C. dated September 25, 2009.
2. That exceptions to the bulk requirements be allowed only for the existing buildings, structures, appurtenances, parking and on-site circulation and only as specifically depicted in the increments described on petitioners Exhibit #2 entitled, "Site Plan and Exceptions List" dated September 25, 2009.
3. That any additions or alterations to any of the buildings, structures, parking and/or on-site circulation shall require an amendment to the Conditional Use.
4. That prior to the issuance of any permits for the development relative to excavation and fill for landscape improvements and stream bank stabilization improvements the petitioner shall apply and receive approval from the DuPage County Plat Committee for the Final Planned Development Plan.

5. That as part of the Planned Development Plat submittal to the County Plat Committee the petitioner provide a Condominium Association Declaration and Covenants Document or similar type instrument, (ASSOCIATION AGREEMENT) to include and be executed as follows:
- a. That the ASSOCIATION AGREEMENT shall be reviewed and approved as part of the final plat approval.
 - b. That the ASSOCIATION AGREEMENT shall be duly incorporated to include all buildings, parcels and/or tracts of land in the Final Plat of Planned Development at the time the Final Plat of Subdivision is recorded.
 - c. That the ASSOCIATION AGREEMENT shall provide that ownership of the buildings, structures, appurtenances, parking, circulation drives and common areas including drainage and storm water facilities shall be subject to all approvals of the DuPage County Board and County Plat Committee relative to the Conditional Use for Planned Development and Final Plat including but not limited to any and all Conditionals placed upon the Planned Development Plat by the County Board and the County Plat Committee.
 - d. That all buildings, structures, appurtenances, parking, circulation lanes and common areas including drainage and storm water facilities shall not be transferred, conveyed, deeded, assigned or given to a party other than those parties authorized to hold title to such buildings, structures, appurtenances, parking, circulation lanes and common areas as provided for in the ASSOCIATION AGREEMENT.
 - e. That the ASSOCIATION AGREEMENT shall provide that, in the event of a dissolution, termination, or cessation of operations by the association, ownership of the common areas including drainage and storm water facilities, parking and circulation lanes shall revert to an undivided equal interest in each of the individual lots, tracts of land, condominium units or other unit of ownership described in the in ASSOCIATION AGREEMENT created by the Final Plat of Planned Development.

- f. That the ASSOCIATION AGREEMENT shall be recorded with the DuPage County Recorder of Deeds as part of the recording of the Final Planned Development Plat.
6. That the DuPage County Board delegates to the DuPage County Zoning Board of Appeals the authority to extend the time period to commence the authorized Conditional Use for not more than one (1) year at a time, based on a showing of good cause by the petitioner pursuant to Section 37-1413-11 of the DuPage County Zoning Ordinance and pursuant to all public hearing requirements of the DuPage County Zoning Ordinance.
7. That in conjunction with the submittal of a building permit for excavation and fill relative to landscape improvements and stream bank stabilization improvements the developer provides a landscape plan showing the following:
- a. A partial landscape screen along the front of the property adjacent to Hill Avenue essentially in accordance with petitioner's Exhibit #3 entitled, "Landscape Plan" dated September 25, 23009.
 - b. A stream bank stabilization plan essentially in accordance with petitioner's Exhibit 4 entitled, "Stream bank Enhancement Plan and Specifications".
8. That the owner/developer is to apply for and receive a Building Permit for all excavation and filling work that is required to be done in conjunction with the landscaping and stream bank stabilization program.
9. That the property be developed in accordance with all other codes and Ordinances of DuPage County

WHEREAS, the County Board Development Committee on October 20, 2009 considered the above findings and recommendations of the Zoning Board of Appeals and recommends to concur with the findings and recommends to approve the following zoning relief:

- A. A conditional use for a Planned Development to permit the continued use, operation and maintenance of the existing (5) single and multi-tenant principal buildings

and accessory structures upon a single zoning lot, including the shared use of 226 parking spaces to satisfy the parking requirements of all permitted uses from time to time carried out within the existing five buildings; and

B. The granting of the following exceptions to the applicable provisions of the Zoning Ordinance; to wit:

1. Reduce front yard setback for residential structure from 60 ft. to 20 ft.
2. Reduce front yard setback for Building 5 adjacent to Hill Avenue from 60 feet to 35 feet.
3. Reduce front yard setback for parking adjacent to Hill Avenue from 60 feet to 6 feet.
4. Reduce landscape yard setback for parking adjacent to Hill Avenue from 20 feet to 6 feet.
5. Reduce front yard setback for parking adjacent to Hill Avenue from 60 feet to 10 feet.
6. Reduce landscape yard setback for parking adjacent to Hill Avenue from 20 feet to 10 feet.
7. Reduce front yard setback for parking adjacent to Hill Avenue from 40 feet to 32 feet.
8. Reduce front yard setback for parking and drive aisle adjacent to Hill Avenue from 40 feet to 17 feet.
9. Reduce landscape yard setback for parking and drive aisle adjacent to Hill Avenue from 20 feet to 17 feet.
10. Reduce front yard setback for parking and drive aisle adjacent to Hill Avenue from 40 feet to 20 feet.
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12. Reduce landscape yard setback for parking adjacent to Hill Avenue from 20 feet to 9 feet.
13. Reduce side yard setback for parking and drive aisle adjacent to East property line from 20 feet to 6 feet.
14. Reduce landscape yard setback for parking and drive aisle adjacent to East property line from 12 feet to 6 feet.
15. Reduce landscape yard setback from 20 feet to 0 feet from Southeast property corner extending 676 feet for Building 4, outside storage, parking and drive aisle.
16. Reduce rear yard setback from 60 feet to 0 feet from Southeast property corner extending 693 feet for Building 4, outside storage, parking and drive aisle.
17. Reduce rear yard setback for Building 3 from 60 feet to 57 feet.

18. Reduce rear yard setback for storage shed from 60 feet to 21 feet.
19. Permit the shared use of 226 parking spaces to satisfy the parking requirement of all permitted uses from time to time carried out within the existing five buildings.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner's Exhibit # 2, entitled, "Site Plan and Exceptions Plan" made part of Zoning Petition # Z09-076 Elliot & Elliot L.L.C. dated September 25, 2009.
2. That exceptions to the bulk requirements be allowed only for the existing buildings, structures, appurtenances, parking and on-site circulation and only as specifically depicted in the increments described on petitioners Exhibit #2 entitled, "Site Plan and Exceptions List" dated September 25, 2009.
3. That any additions or alterations to any of the buildings, structures, parking and/or on-site circulation shall require an amendment to the Conditional Use.
4. That prior to the issuance of any permits for the development relative to excavation and fill for landscape improvements and stream bank stabilization improvements the petitioner shall apply and receive approval from the DuPage County Plat Committee for the Final Planned Development Plan.
5. That as part of the Planned Development Plat submittal to the County Plat Committee the petitioner provide a Condominium Association Declaration and Covenants Document or similar type instrument, (ASSOCIATION AGREEMENT) to include and be executed as follows:
 - a. That the ASSOCIATION AGREEMENT shall be reviewed and approved as part of the final plat approval.
 - b. That the ASSOCIATION AGREEMENT shall be duly incorporated to include all buildings, parcels and/or tracts of land in the Final Plat of Planned Development at the time the Final Plat of Subdivision is recorded.

- c. That the ASSOCIATION AGREEMENT shall provide that ownership of the buildings, structures, appurtenances, parking, circulation drives and common areas including drainage and storm water facilities shall be subject to all approvals of the DuPage County Board and County Plat Committee relative to the Conditional Use for Planned Development and Final Plat including but not limited to any and all Conditionals placed upon the Planned Development Plat by the County Board and the County Plat Committee.
 - d. That all buildings, structures, appurtenances, parking, circulation lanes and common areas including drainage and storm water facilities shall not be transferred, conveyed, deeded, assigned or given to a party other than those parties authorized to hold title to such buildings, structures, appurtenances, parking, circulation lanes and common areas as provided for in the ASSOCIATION AGREEMENT.
 - e. That the ASSOCIATION AGREEMENT shall provide that, in the event of a dissolution, termination, or cessation of operations by the association, ownership of the common areas including drainage and storm water facilities, parking and circulation lanes shall revert to an undivided equal interest in each of the individual lots, tracts of land, condominium units or other unit of ownership described in the in ASSOCIATION AGREEMENT created by the Final Plat of Planned Development.
 - f. That the ASSOCIATION AGREEMENT shall be recorded with the DuPage County Recorder of Deeds as part of the recording of the Final Planned Development Plat.
6. That the DuPage County Board delegates to the DuPage County Zoning Board of Appeals the authority to extend the time period to commence the authorized Conditional Use for not more than one (1) year at a time, based on a showing of good cause by the petitioner pursuant to Section 37-1413-11 of the DuPage County Zoning Ordinance and pursuant to all public hearing requirements of the DuPage County Zoning Ordinance.

7. That in conjunction with the submittal of a building permit for excavation and fill relative to landscape improvements and stream bank stabilization improvements the developer provides a landscape plan showing the following:
 - c. A partial landscape screen along the front of the property adjacent to Hill Avenue essentially in accordance with petitioner's Exhibit #3 entitled, "Landscape Plan" dated September 25, 23009.
 - d. A stream bank stabilization plan essentially in accordance with petitioner's Exhibit 4 entitled, "Stream bank Enhancement Plan and Specifications".
8. That the owner/developer is to apply for and receive a Building Permit for all excavation and filling work that is required to be done in conjunction with the landscaping and stream bank stabilization program.
9. That the property be developed in accordance with all other codes and Ordinances of DuPage County

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

A. A conditional use for a Planned Development to permit the continued use, operation and maintenance of the existing (5) single and multi-tenant principal buildings and accessory structures upon a single zoning lot, including the shared use of 226 parking spaces to satisfy the parking requirements of all permitted uses from time to time carried out within the existing five buildings; and

B. The granting of the following exceptions to the applicable provisions of the Zoning Ordinance; to wit:

1. Reduce front yard setback for residential structure from 60 ft. to 20 ft.
2. Reduce front yard setback for Building 5 adjacent to Hill Avenue from 60 feet to 35 feet.
3. Reduce front yard setback for parking adjacent to Hill Avenue from 60 feet to 6 feet.
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15. Reduce landscape yard setback from 20 feet to 0 feet from Southeast property corner extending 676 feet for Building 4, outside storage, parking and drive aisle.
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17. Reduce rear yard setback for Building 3 from 60 feet to 57 feet.
18. Reduce rear yard setback for storage shed from 60 feet to 21 feet.
19. Permit the shared use of 226 parking spaces to satisfy the parking requirement of all permitted uses from time to time carried out within the existing five buildings; on the property hereinafter described:

THAT PART OF LOTS 8, 9, 11 AND 12 (TAKEN AS A TRACT) IN THE ASSESSMENT DIVISION OF SECTION 12, TOWNSHIP 39, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DU PAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHERE NORTH RIGHT OF WAY LINE OF CHICAGO, AURORA AND ELGIN RAILROAD INTERSECTS THE CENTER LINE OF HILL ST. (AS NOT PLATTED OF RECORD); THENCE NORTH 49 DEGREES 33 MINUTES E ALONG CENTER LINE OF HILL ST. 771.78 FEET FOR A PLACE OF BEGINNING: THENCE CONTINUING NORTHEASTERLY ALONG CENTER LINE OF HILL ST. TO THE CENTER LINE OF EAST BRANCH OF DU PAGE RIVER (BEING THE

EASTERLY LINE OF LOT 11 AFORESAID); THENCE SOUTHERLY ALONG CENTER LINE OF SAID RIVER (BEING ALONG THE EASTERLY LINE OF LOTS 8 AND 11 AFORESAID) TO THE NORTH LINE OF SAID RAILROAD TO A POINT THAT IS 546.62 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE WITH THE CENTER LINE OF HILL ST.; THENCE NORTH 45 DEGREES 10 SECONDS EAST 89.84 FEET, THENCE NORTH 6 DEGREES 5 MINUTES 50 SECONDS, EAST 125.10 FEET TO THE CENTER LINE OF HILL ST., BEING THE PLACE OF BEGINNING IN DU PAGE COUNTY, ILLINOIS, (EXCEPT THAT PART THEREOF CONVEYED TO NORTHERN ILLINOIS GAS COMPANY BY DOCUMENT #R64-25774; and

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner's Exhibit # 2, entitled, "Site Plan and Exceptions Plan" made part of Zoning Petition # Z09-076 Elliot & Elliot L.L.C. dated September 25, 2009.
2. That exceptions to the bulk requirements be allowed only for the existing buildings, structures, appurtenances, parking and on-site circulation and only as specifically depicted in the increments described on petitioners Exhibit #2 entitled, "Site Plan and Exceptions List" dated September 25, 2009.
3. That any additions or alterations to any of the buildings, structures, parking and/or on-site circulation shall require an amendment to the Conditional Use.
4. That prior to the issuance of any permits for the development relative to excavation and fill for landscape improvements and stream bank stabilization improvements the petitioner shall apply and receive approval from the DuPage County Plat Committee for the Final Planned Development Plan.
5. That as part of the Planned Development Plat submittal to the County Plat Committee the petitioner provide a Condominium Association Declaration and Covenants Document or similar type instrument, (ASSOCIATION AGREEMENT) to include and be executed as follows:
 - a. That the ASSOCIATION AGREEMENT shall be reviewed and approved as part of the final plat approval.
 - b. That the ASSOCIATION AGREEMENT shall be duly

incorporated to include all buildings, parcels and/or tracts of land in the Final Plat of Planned Development at the time the Final Plat of Subdivision is recorded.

- c. That the ASSOCIATION AGREEMENT shall provide that ownership of the buildings, structures, appurtenances, parking, circulation drives and common areas including drainage and storm water facilities shall be subject to all approvals of the DuPage County Board and County Plat Committee relative to the Conditional Use for Planned Development and Final Plat including but not limited to any and all Conditionals placed upon the Planned Development Plat by the County Board and the County Plat Committee.
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 - f. That the ASSOCIATION AGREEMENT shall be recorded with the DuPage County Recorder of Deeds as part of the recording of the Final Planned Development Plat.
6. That the DuPage County Board delegates to the DuPage County Zoning Board of Appeals the authority to extend the time period to commence the authorized Conditional Use for not more than one (1) year at a time, based on a showing of good cause by the petitioner pursuant to Section 37-1413-11 of the DuPage County Zoning Ordinance

and pursuant to all public hearing requirements of the DuPage County Zoning Ordinance.

7. That in conjunction with the submittal of a building permit for excavation and fill relative to landscape improvements and stream bank stabilization improvements the developer provides a landscape plan showing the following:
 - e. A partial landscape screen along the front of the property adjacent to Hill Avenue essentially in accordance with petitioner's Exhibit #3 entitled, "Landscape Plan" dated September 25, 23009.
 - f. A stream bank stabilization plan essentially in accordance with petitioner's Exhibit 4 entitled, "Stream bank Enhancement Plan and Specifications".
8. That the owner/developer is to apply for and receive a Building Permit for all excavation and filling work that is required to be done in conjunction with the landscaping and stream bank stabilization program.
9. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

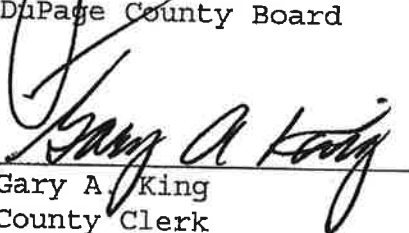
BE IT FURTHER ORDAINED by the County Board of DuPage County, Illinois that should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than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

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State's Attorney's Office;; DuPage County Health Department;; DuPage County Division of Transportation; Elliot & Elliot, L.L.C., 21W171 Hill Ave., Glen Ellyn, IL 60137. Robert J. Elliot, 21W171 Hill Ave., Glen Ellyn, IL 60137 and Henry S. Stillwell, III., 300 E. Roosevelt Rd., Wheaton, IL 60187; and Township Assessor, Milton Township, 1492 N. Main Street, Wheaton, IL 60187.

Enacted and approved this 27th day of October
2009, A.D.


Robert J. Schillerstrom, Chairman
DuPage County Board

ATTEST:


Gary A. King
County Clerk

Ayes: 13
Absent: 5

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

I, GARY A. KING, COUNTY CLERK AND CLERK OF THE
COUNTY BOARD IN THE COUNTY AND STATE AFORESAID, AND
KEEPER OF THE RECORDS AND FILES THEREOF, DO HEREBY
CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF

AN ORDINANCE

ADOPTED BY THE COUNTY BOARD AT A MEETING HELD AT THE
DU PAGE CENTER, 421 NORTH COUNTY FARM ROAD, WHEATON,
ILLINOIS, ON THE 27TH DAY OF OCTOBER, A.D. 2009.

ALL OF WHICH APPEARS FROM THE RECORDS OF THE PROCEEDINGS OF SAID COUNTY BOARD NOW IN MY OFFICE REMAINING.

GIVEN UNDER MY HAND AND OFFICIAL SEAL AT WHEATON,
ILLINOIS, THIS 28TH DAY OF OCTOBER, A.D. 2009.

COUNTY CLERK AND CLERK
OF THE COUNTY BOARD OF
DU PAGE COUNTY, ILLINOIS

I-1 EXCEPTIONS LIST:

- [illegible]

NOTES

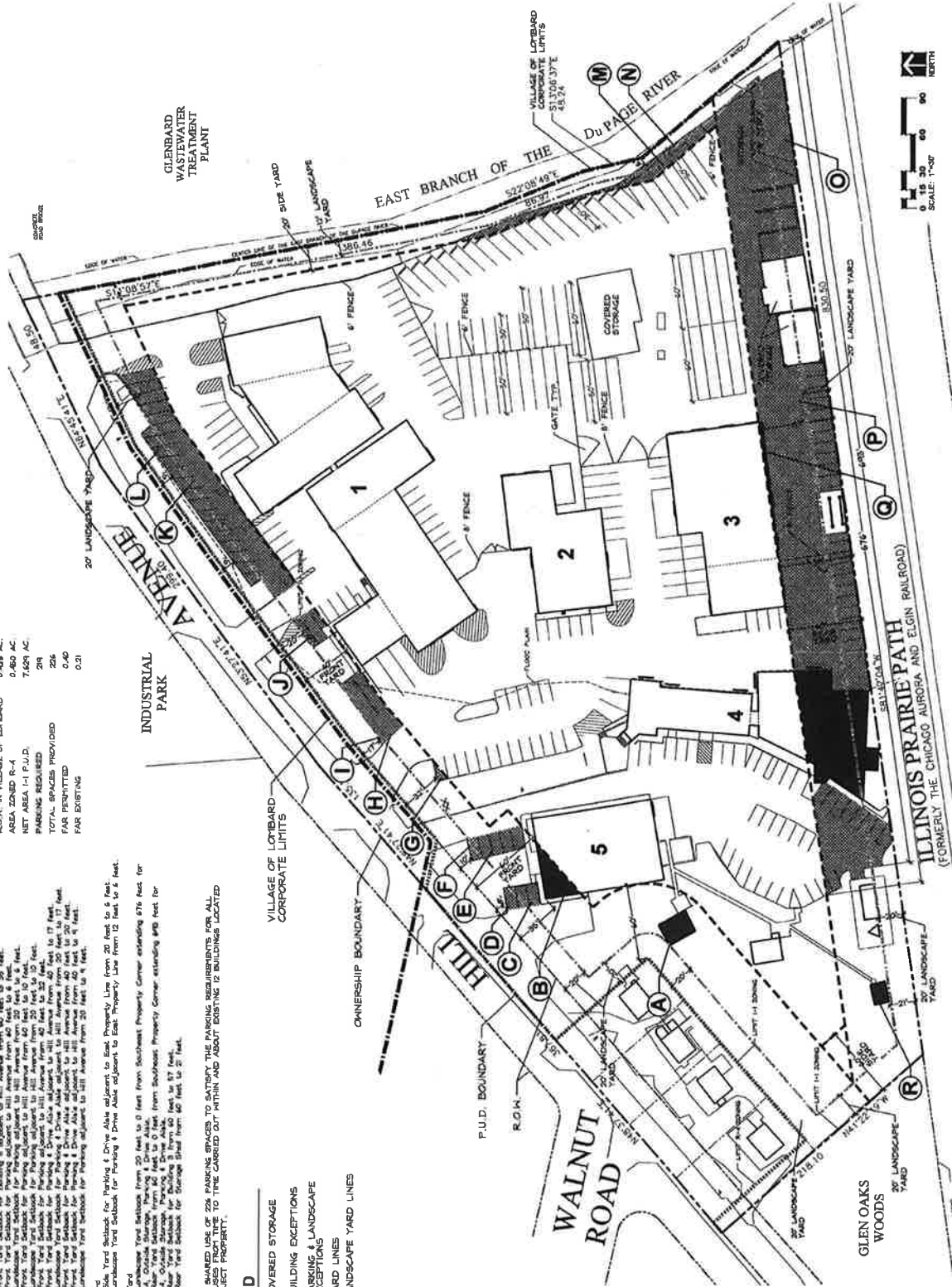
PERMIT THE SHARED USE OF 224 PARKING SPACES TO SATISFY THE PARKING REQUIREMENTS FOR ALL PERMITTED USES FROM TIME TO TIME CARRIED OUT WITHIN AND ABOUT EXISTING 12 BUILDINGS LOCATED AT THE SUBJECT PROPERTY.

LEGEND

- COVERED STORAGE
BUILDING EXCEPTIONS
PARKING & LANDSCAPE
EXCEPTIONS
YARD LINES
LANDSCAPE YARD LINES

SITE DATA

GROSS AREA	0.505 AC.
R.O.W. IN VILLAGE OF LOWMEAD	0.426 AC.
AREA ZONED R-4	0.460 AC.
NET AREA 1-1 P.U.D.	7.629 AC.
PARKING REQUIRED	219
TOTAL SPACES PROVIDED	226
FAR PERMITTED	0.40
FAR EXISTING	0.21



PETITION FOR ANNEXATION
VILLAGE OF GLEN ELLYN, ILLINOIS

TO THE GLEN ELLYN VILLAGE BOARD:

Petitioners on oath state as follows:

1. That the undersigned are the sole owners of record of all of the property described in Attachment A and commonly known as: 21W151, 21W153, 21W155, 21W159, 21W161, 21W165, 21W167, 21W169, 21W171, 21W179, 21W201, 21W203, 21W211, 21W221, 21W231, 21W235, 21W241 Hill Ave. located on the south side of Hill Ave. between Illinois Route 53 and Walnut Road, and permanent index numbers of: 05-12-401-003 through 05-12-401-006, 05-12-401-016, 05-12-401-017, 05-12-405-001, and 05-12-405-004 through 05-12-405-017 (Subject Realty).
2. That this petition is executed by all of the owner(s) of record of the Subject Realty.
3. That no electors reside on the Subject Realty or, in the alternative, at least fifty-one percent (51%) of the electors residing on the Subject Realty have executed this petition.
4. That no portion of the property is within the corporate limits of any municipality.
5. That the Subject Property is either contiguous to the Village of Glen Ellyn, will be at the time of annexation, or may be contiguous when combined with other property annexing to the Village of Glen Ellyn.
6. That the property which the Petitioners desire to have annexed to the Village of Glen Ellyn is the property that is described in Attachment A attached hereto and made a part hereof.
7. That this Petition shall be in full force and effect from and after the date hereof and until the property is annexed to the Village of Glen Ellyn in agreement with State Law.

WHEREFORE, the applicants' petition that the property be annexed by ordinance to the Village of Glen Ellyn, Illinois, is in accordance with the appropriate statutes.

The undersigned, on oath, hereby state that they have read the foregoing Petition for Annexation, have knowledge of the allegations contained therein, and that said allegations are true and correct to the best of the Petitioners' knowledge.

Owners of Record of Subject Property:

ELLIOT & ELLIOT, L.L.C., an Illinois limited liability company

Signature: [Signature]
Print Name: Daniel Hagen, President
Date: 8/21/18

Subscribed and sworn to before me this

21st day of August, 2018.

[Signature]
NOTARY PUBLIC

GREGORY L. NUTT
Official Seal
Notary Public - State of Illinois
My Commission Expires May 11, 2021

GLEN HILL, LLC, an Illinois limited liability company.

Signature: [Signature]
Print Name: Daniel Hagen, President
Date: 8/21/18

Subscribed and sworn to before me this

21st day of August, 2018.

[Signature]
NOTARY PUBLIC

GREGORY L. NUTT
Official Seal
Notary Public - State of Illinois
My Commission Expires May 11, 2021

PHILLIPS & JOHNSTON, INC., an Illinois corporation

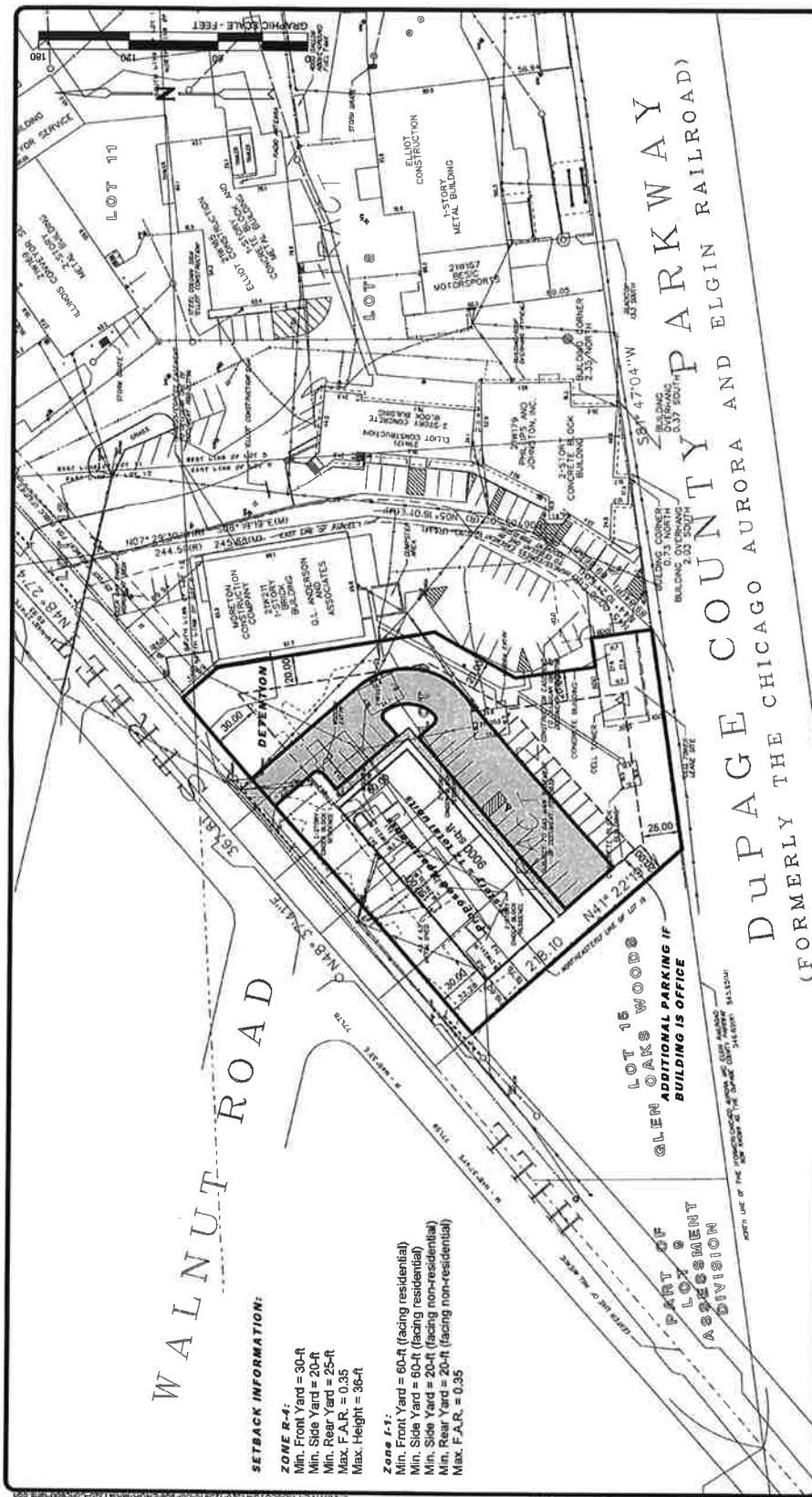
Signature: [Signature]
Print Name: Christopher Kowalski, President
Date: 08-21-2018

Subscribed and sworn to before me this

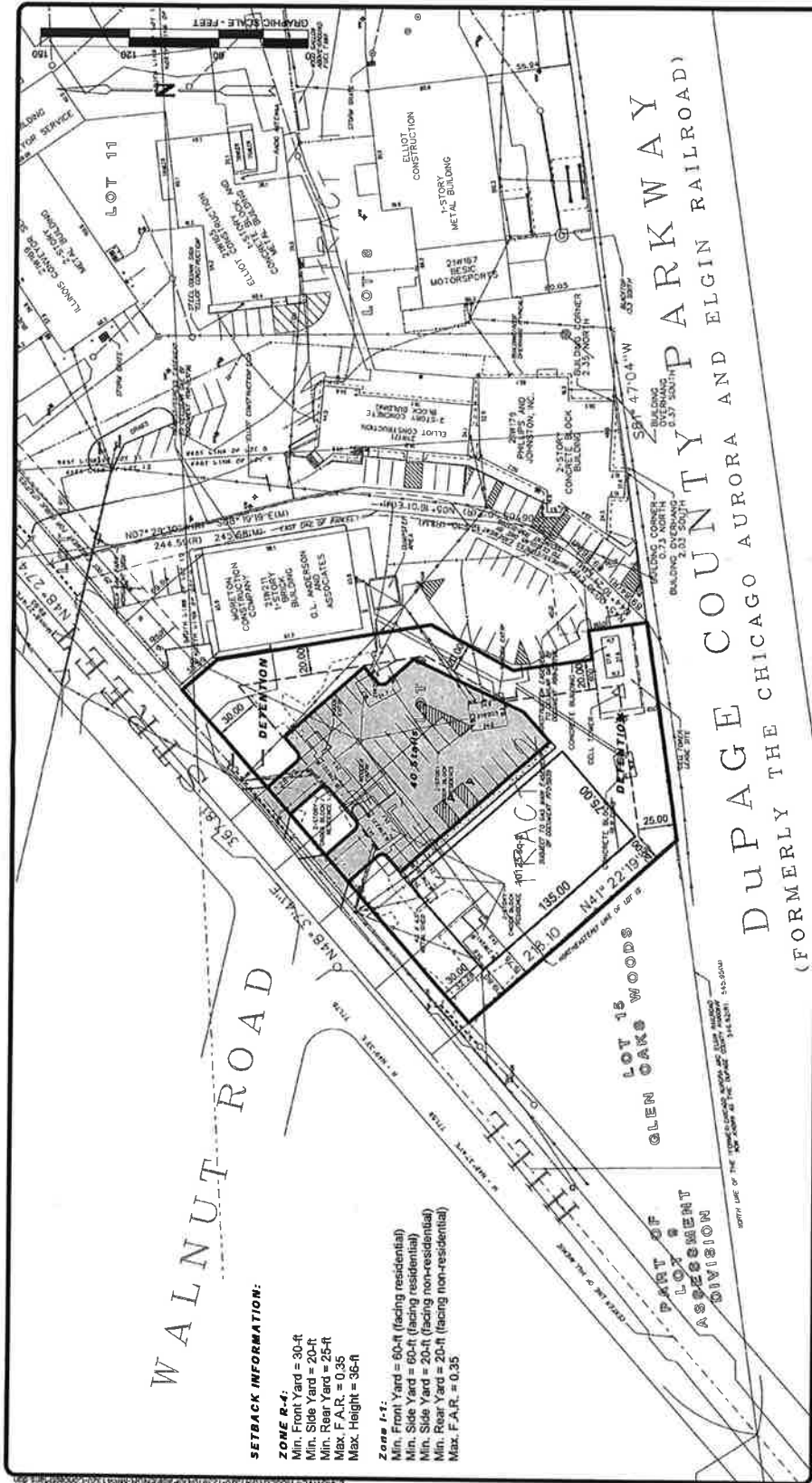
21st day of August, 2018.

[Signature]
NOTARY PUBLIC

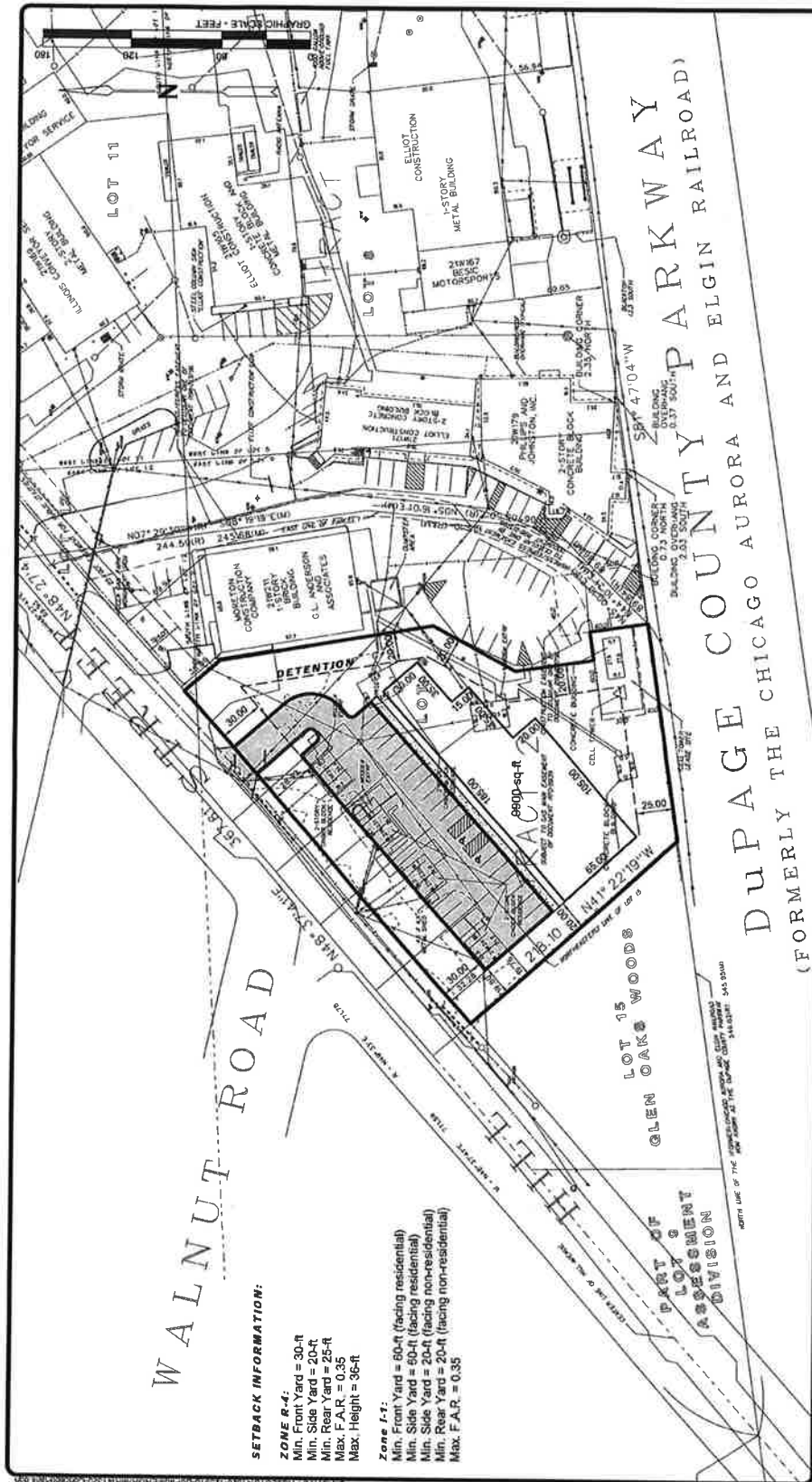
KATHERINE ROSE REEDY
Official Seal
Notary Public - State of Illinois
My Commission Expires Jan 7 2020



WEBSTER, MCGRATH & AHLBERG, LTD.						GLEN OAK PARK GLEN ELLYN, IL							
						Section Township Range							
						DuPage: NE4, 12-39-10							
						JOB #		41320		SUB V:		D8	
						DRAWN:		RLS		REVIEW:		SMR	
						SCALE:		" = ' BY		DATE:		11-16-10	
						PREPARED FOR: ELLIOT CONSTRUCTION 550 W. Main Avenue, Glen Ellyn, IL 60137-4912							
						SHEET # OPT A							



WEBSTER, MCGRATH & AHLBERG, LTD.  LAND SURVEYING - CIVIL ENGINEERING - LANDSCAPE ARCHITECTURE 207 South Knoxville Road, Winston, Illinois 60187 Phone: (815) 398-2606 Telex: 154400 Design Firm License No. 184-060101		GLEN OAK PARK GLEN ELLYN, IL		Section-Township-Range D44Page: NE1/4 12-36-10	
REV#	DATE	REVISION DESCRIPTION	BY	JOB #	SURV.
				41520	DS
				DRAWN	RLS
					REVIEW: SMR
					DATE: 11-18-10
					SCALE: 1" = 60'
			PREPARED FOR: ELLIOT CONSTRUCTION 530-488-1823 530-488-1823 SHEET # OPT B		





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

Meeting 11/9/2020 7:00 PM
Department: Community Development
Department Head: Staci Springer
Category: Ordinance
Prepared By: Kelly Purvis

**AGENDA ITEM (ID
2020-640)**

DOC ID: 2020-640

**Ordinance No. 6816, An Ordinance Annexing the Properties
Generally Located on the South Side of Hill Avenue
Between Walnut Road and I-355 in Glen Ellyn, IL 60137**

Statement of the Issue:

See attached Memo & Ordinance

Analysis:

See attached Memo & Ordinance

Budget Impact:

See attached Memo & Ordinance

Action Requested:

See attached Memo & Ordinance

Attachments:

1. VB Memo Elliot Annexation & Annexation Agreement (1)
2. Ordinance Annexing & Zoning
3. Exhibit A - Petition for Annexation
4. Exhibit B - Plat of Annexation

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Springer, Director of Community Development
Kelly Purvis, Planner



DATE: November 1, 2020

RE: Village Board Meeting, November 9, 2020 - A Public Hearing for consideration of an annexation agreement for the properties located on the south side of Hill Avenue (generally known as the Elliot properties) and consideration of a petition for annexation and a Zoning Map Amendment.

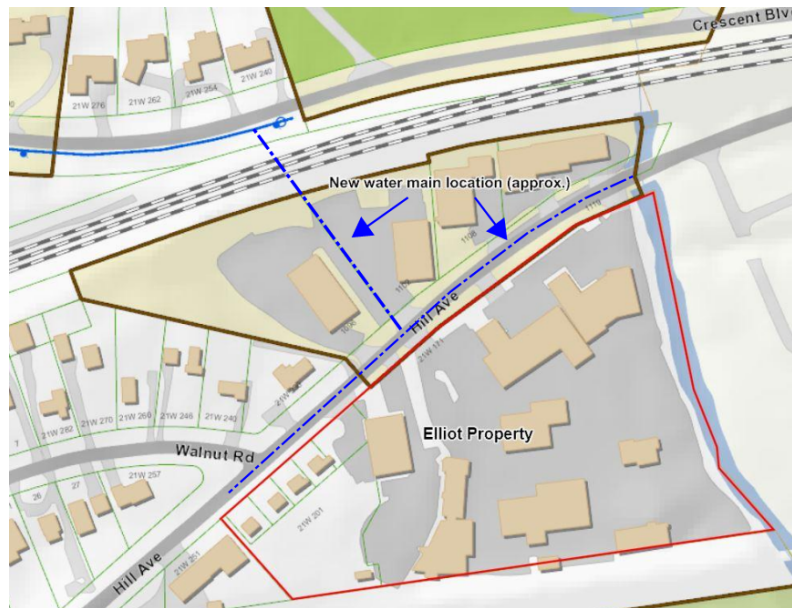
Background.

Elliot & Elliot, LCC., Phillips & Johnston, Inc., and Glen Hill, LLC., the owners of approximately 7.88 acres of land commonly known as 21W201 Hill Avenue, 21W203 Hill Avenue, 21W241 Hill Avenue, 21W235 Hill Avenue, 21W231 Hill Avenue, 21W221 Hill Avenue, 21W211 Hill Avenue, 21W167 Hill Avenue, 21W165 Hill Avenue, 21W169 Hill Avenue, 21W161 Hill Avenue, 21W 159 Hill Avenue, 21W157 Hill Avenue, 21W155 Hill Avenue, 21W153 Hill Avenue, 21W151 Hill Avenue, 21W179 Hill Avenue, and 21W171 Hill Avenue, have petitioned the Village President and Board of Trustees for approval of an Annexation Agreement and Annexation. Village staff have been negotiating the terms of the annexation agreement with Rob Elliot, one of the owners of the subject properties, for several years. The subject properties are generally located on the south side of Hill Avenue between Walnut Road and I-355 (see attached location & zoning map). The Village has had a long-term interest in annexing these properties, as they frame the eastern edge of our planning jurisdiction and would add a little over 7 acres of land to the industrially zoned property base in the Village. The properties were formerly within the Village of Lombard, but were disconnected from Lombard in October, 2009. They are now located in unincorporated DuPage County and are contiguous to the Village of Glen Ellyn limits.

Utility Issues.

As part of an IGA with the Village of Lombard in January 2018, Glen Ellyn took possession of the lift station and public sanitary sewer main on Hill Avenue, adjacent to the subject properties. At this time, the properties are connected to Lombard's water system and Glen Ellyn's sanitary system. Currently, the Village is in the process of engineering a water main that is to be extended in the Hill Avenue right-of-way and under the UP railroad that will be connected to the existing water main on

Crescent Boulevard to create a loop in the water system. Once the loop is completed, a dead end in the water main will be eliminated, providing better water pressure and quality for the Village's water system in this area. After the new main is constructed, the subject properties will be disconnected from Lombard's water system and connected to Glen Ellyn's system. Following the completion of this water main project, Lombard's water main west of I-355 will be abandoned.



Mr. Elliot has expressed concerns regarding the compatibility of his older water mains with the new water main the Village is constructing. Public Works staff have been to the property to televise the utilities and determine the condition of the mains. Staff have confirmed that main breaks may occur when the subject properties are connected to Glen Ellyn's new water system due to the difference in operating pressure from Lombard's system to Glen Ellyn's (which would be almost three times greater in this location).

Terms of the Annexation Agreement.

As noted above, Village staff have been negotiating the terms of the attached annexation agreement with Mr. Elliot for a number of years. Staff has provided several updates to the Village Board over the years on the status of this project. Highlighted below are some of the notable provisions in the agreement for these properties. The term of the annexation agreement is 20 years with an option to renew the agreement for an additional 20 year term.

Utility Connection: Preliminary engineering for the Hill Avenue water main project has commenced and Village staff have included upgrades to the subject properties in the design scope for the project. The annexation agreement includes terms for a cost-share to upgrade the water main on the subject properties so that it will be compatible with the Village's new water main. The upgrades will benefit both the Village and the petitioners by reducing main breaks and preventing water loss, creating a better overall water system. The terms of the agreement include a Village contribution of one-half of the costs to replace approximately four-hundred feet of private water main. The petitioners will reimburse the Village for half of the costs up to \$90,000 with the Village covering any expense that exceeds the cost-share. Village engineering staff have indicated that they do not anticipate the costs exceeding \$90,000 for these upgrades. After the upgrades have been inspected and approved by the Village Engineer and a minimum 15 foot wide public utility easement centered on the water main has been provided, the Village will accept ownership of approximately 400 feet of the private water main.

The only alternative to upgrading the water main on the subject properties would be to install a pressure reducing valve at the connection to the private water main serving the properties. This would be a less reliable solution, but would also be less costly for the Village. The total out of pocket cost to the Village for this option is estimated at \$30,000. It is likely that the property owners would not move forward with annexation if this option were selected.

Zoning: The current unincorporated zoning on the properties is R-4 Residential District for the four single family lots fronting on Hill Avenue and I-1 Light Industrial District for the rest of the property. The Plan Commission held a public hearing on October 22, 2020 to consider a Zoning Map Amendment to zone the industrial properties I1 Light Industrial District upon annexation to the Village. By a vote of seven "yes" and zero "no" votes, the Plan Commission recommended approval of the Zoning Map Amendment. In accordance with Section 10-3-3 of the Zoning Code, the 4 residential lots fronting on Hill Avenue will automatically be zoned R2 Residential District upon annexation. The zoning designations for the properties are reflected in the annexation agreement provisions and in the draft ordinances (Annexation Ordinance and Zoning Map Amendment Ordinance) prepared for the Village Board's consideration and attached to this memo.

Existing Uses and Structures: There are a number of structures and uses on the properties that would be considered legal non-conforming once the subject properties are annexed into the Village. The petitioners are not requesting any special uses or zoning relief at this time. The structures and uses would be permitted to remain on the properties unless improvements to the property or changes in uses trigger compliance with the non-conforming section of the Village Zoning Code.

Fire Protection: The subject properties are currently within the North Glen Ellyn Fire Protection Special Service Area (SSA 18). Upon annexation to the Village, the properties will be removed from the SSA and will instead be billed on a monthly basis for fire service along with other Village services.

Village Addresses: Upon annexation to the Village, the subject properties will be issued new Village addresses.

Village Benefit.

Staff has projected the revenues in taxes, fire service fees, water bills and vehicle registrations from the subject properties to total just over of \$20,000 per year. The Village is obligated to provide water and sanitary service to the properties regardless of whether the properties are annexed. Additionally, the Hill Avenue right-of-way is already within the Village's jurisdiction (due to previous annexation of the lots to the north of these properties). The Volunteer Fire Company already serves the subject properties. The only major changes in services provided by the Village would be the Glen Ellyn Police Department serving the property and Public Works maintaining a portion of Hill Avenue adjacent to the property that is currently not within our jurisdiction.

Village Board Action.

The Village Board is being asked to consider the annexation agreement, a petition for annexation and a request for a Zoning Map Amendment for the subject properties. Draft Ordinances approving the annexation agreement, the annexation and the Zoning Map Amendment have been prepared for the Village Board's consideration at the November 9, 2020 meeting. The Village Board may approve, approve with revisions or deny the requests.

Attachments:

- Location & Zoning Map
- Petitioners' Application to Annex
- Notice of Annexation & Annexation Agreement
- Affidavit of Service of Notice & Service List
- Draft Ordinance Approving Annexation Agreement
- Annexation Agreement – Exhibit “A” to the Annexation Agreement Ordinance
- Draft Ordinance Approving Annexation
- Petition for Annexation – Exhibit “A” to Annexation Ordinance
- Plat of Annexation – Exhibit “B” to Annexation Ordinance
- Application for a Zoning Map Amendment
- Draft Ordinance Approving Zoning Map Amendment for Zoning of Industrial Properties
- Draft Minutes of the October 22, 2020 Plan Commission Meeting – Exhibit “A” to the ZMA Ordinance
- Map – Illustrating Property to be Zoned I1 Light Industrial District – Exhibit “B” to the ZMA Ordinance

CC: Greg Mathews, Village Attorney
Philip Norton, Chief of Police
Christina Coyle, Finance Director
Julius Hansen, Public Works Director
Chris Clark, Fire Chief
Jeff Vesevick, Recreation Director
Rich Daubert, Professional Engineer

Bob Minix, Professional Engineer
Amy McKenna, Senior Civil Engineer
Katie Ashbaugh, Planner
Kevin Carrara, Petitioners' Attorney
Rob Elliot, Petitioner

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Annexation & Annexation Agreement.doc

Avenue\Elliot\Annexation\VB

Memo

Elliot



Village of Glen Ellyn

Ordinance No. ____

**An Ordinance Annexing
the Properties Generally Located
on the South Side of Hill Avenue Between
Walnut Road and I-355 in
Glen Ellyn, IL 60137**

**Adopted by the
President and the 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__.

**PREPARED BY AND MAIL TO:
VILLAGE OF GLEN ELLYN
ATTN: VILLAGE CLERK
535 DUANE STREET
GLEN ELLYN, IL 60137**

Ordinance No. ____

**An Ordinance Annexing
the Properties Generally Located
on the South Side of Hill Avenue Between
Walnut Road and I-355 in
Glen Ellyn, IL 60137**

Whereas, Elliot & Elliot, LCC., Phillips & Johnston, Inc., and Glen Hill, LLC., the owners of approximately 7.88 acres of land commonly known as 21W201 Hill Avenue, 21W203 Hill Avenue, 21W241 Hill Avenue, 21W235 Hill Avenue, 21W231 Hill Avenue, 21W221 Hill Avenue, 21W211 Hill Avenue, 21W167 Hill Avenue, 21W165 Hill Avenue, 21W169 Hill Avenue, 21W161 Hill Avenue, 21W 159 Hill Avenue, 21W157 Hill Avenue, 21W155 Hill Avenue, 21W153 Hill Avenue, 21W151 Hill Avenue, 21W179 Hill Avenue, and 21W171 Hill Avenue, “Owners” entered into an Annexation Agreement with the Village of Glen Ellyn on November 9, 2020 pursuant to Ordinance No. ____ ; and

Whereas, Owners have submitted an application to annex the aforementioned properties to the Village of Glen Ellyn pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8; and

Whereas, a written annexation petition, signed by the legal owners of record of the properties hereinafter described, has been filed with the Village Clerk of the Village of Glen Ellyn, DuPage County, Illinois, a copy of which is attached hereto as Exhibit “A”; and

Whereas, said properties are not now within the corporate limits of any municipality but are contiguous to the Village of Glen Ellyn; and

Whereas, the subject properties to be annexed are legally described as follows:

PROPERTY COMMONLY KNOWN AS 21W201 HILL AVENUE, 21W203 HILL AVENUE, 21W241 HILL AVENUE, 21W235 HILL AVENUE, 21W231 HILL AVENUE,

21W221 HILL AVENUE, GLEN ELLYN, IL AND LEGALLY DESCRIBED AS: THAT PART OF LOTS 8, 9, 11 AND 12 IN THE ASSESSMENT DIVISION OF SECTION 12, TOWNSHIP 39 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHERE THE NORTH RIGHT OF WAY LINE OF THE CHICAGO, AURORA AND ELGIN RAILROAD INTERSECTS THE CENTER LINE OF HILL AVENUE (AS NOW PLATTED AND RECORDED) THENCE NORTH 48 DEGREES 37 MINUTES 41 SECONDS EAST, ALONG THE CENTER LINE OF HILL AVENUE, 627.7 FEET; THENCE SOUTH 41 DEGREES 12 MINUTES 19 SECONDS EAST AT RIGHT ANGLES TO THE CENTER LINE OF HILL AVENUE, 33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 41 DEGREES 22 MINUTES 19 SECONDS EAST, 31.44 FEET; THENCE SOUTH 09 DEGREES 34 MINUTES 15 SECONDS EAST, 145.73 FEET, THENCE SOUTH 28 DEGREES 49 MINUTES 17 SECONDS WEST 62.65 FEET; THENCE SOUTH 08 DEGREES 12 MINUTES 56 SECONDS EAST, 53.65 FEET; THENCE NORTH 81 DEGREES 47 MINUTES 04 SECONDS EAST, 19.50 FEET TO THE NORTHEASTERLY CORNER OF 60 BY 30 FOOT CELL TOWER LEASE SITE; THENCE SOUTH 08 DEGREES 12 MINUTES 56 SECONDS EAST ALONG THE EAST LINE AND THE EAST LINE EXTENDED SOUTHERLY OF SAID LEASE SITE, 40.00 FEET TO POINT ON THE NORTH LINE OF THE CHICAGO, AURORA AND ELGIN RAILROAD THAT IS 546.62 FEET EAST OF THE SOUTHEAST CORNER OF LOT 15 IN GLEN OAKS WOODS; THENCE SOUTH 81 DEGREES 47 MINUTES 04 SECONDS WEST ALONG THE NORTH LINE OF SAID RAILROAD 147.61 FEET TO THE SOUTHEAST CORNER OF LOT 15 IN GLEN OAKS WOODS; THENCE NORTH 41 DEGREES 22 MINUTES 19 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 15, 185.25 FEET; THENCE NORTH 48 DEGREES 37 MINUTES 41 SECONDS EAST 294.21 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PINS: 05-12-401-016, 05-12-401-017, 05-12-401-003 THROUGH 05-12-401-006

PROPERTY COMMONLY KNOWN AS 21W211 HILL, 21W167 HILL, 21W165 HILL, 21W169 HILL, 21W161 HILL, 21W159 HILL, 21W157 HILL, 21W155 HILL, 21W153 HILL, 21W151 HILL, 21W179 HILL, AND 21W171 HILL, GLEN ELLYN, IL AND LEGALLY DESCRIBED AS: THAT PART OF LOTS 8, 9, 11 AND 12 IN THE ASSESSMENT DIVISION OF SECTION 12, TOWNSHIP 39 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHERE THE NORTH RIGHT OF WAY LINE OF THE CHICAGO, AURORA AND ELGIN RAILROAD INTERSECTS THE CENTER LINE OF HILL AVENUE (AS NOW PLATTED AND RECORDED) THENCE NORTH 48 DEGREES 37 MINUTES 41 SECONDS EAST, ALONG THE CENTER LINE OF HILL AVENUE, 627.7 FEET; THENCE SOUTH 41 DEGREES 12 MINUTES 19 SECONDS EAST AT RIGHT ANGLES TO THE CENTER LINE OF HILL AVENUE, 33 FEET TO THE POINT OF BEGINNING; THENCE NORTH 48 DEGREES 37 MINUTES 41 SECONDS EAST ALONG A LINE PARALLEL WITH THE CENTER LINE OF HILL AVENUE, 283.9 FEET; THENCE NORTH 53 DEGREES 27 MINUTES 41 SECONDS EAST 294.69 FEET; THENCE NORTH 64 DEGREES 45

MINUTES 41 SECONDS EAST 159.29 FEET TO THE CENTER LINE OF THE EAST BRANCH OF THE DUPAGE RIVER (BEING ALSO THE EASTERLY LINE OF LOT 11 AFORESAID); THENCE SOUTH 11 DEGREES 08 MINUTES 57 SECONDS EAST ALONG THE CENTER LINE OF SAID RIVER (BEING ALSO THE EASTERLY LINE OF LOT 11), 395.06 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE SOUTH 22 DEGREES 08 MINUTES 49 SECONDS, 86.97 FEET; THENCE SOUTH 39 DEGREES 31 MINUTES 48 SECONDS 146.97 FEET TO THE NORTH LINE OF THE CHICAGO, AURORA AND ELGIN RAILROAD; THENCE SOUTH 81 DEGREES 47 MINUTES 04 SECONDS WEST, ALONG THE NORTH LINE OF SAID RAILROAD TO A POINT THAT IS 546.62 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE WITH THE CENTER LINE OF HILL AVENUE; THENCE NORTH 08 DEGREES 12 MINUTES 56 SECONDS WEST ALONG THE EAST LINE AND THE EAST LINE EXTENDED SOUTHERLY OF 60 BY 30 FOOT CELL TOWER LEASE SITE, 40.00 FEET TO THE NORTHEASTERLY CORNER OF SAID LEASE SITE; THENCE SOUTH 81 DEGREES 47 MINUTES 04 SECONDS WEST, 19.50 FEET; THENCE NORTH 08 DEGREES 12 MINUTES 56 SECONDS WEST, 53.65 FEET; THENCE NORTH 28 DEGREES 49 MINUTES 17 SECONDS EAST 62.65 FEET; THENCE NORTH 09 DEGREES 34 MINUTES 15 SECONDS WEST, 145.73 FEET; THENCE NORTH 41 DEGREES 22 MINUTES 19 SECONDS WEST, 31.44 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PINS: 05-12-405-001, AND 05-12-405-004 THROUGH 05-12-405-017; and

Whereas, the properties to be annexed are identified on the Plat of Annexation prepared by Webster, McGrath & Ahlberg LTD., last revised on September 29, 2020, a reduced copy of which is attached hereto as Exhibit “B”; and

Whereas, legal notices regarding the intention of the Village to annex the properties have been sent to all persons and public bodies required to receive such notice by State statute; and

Whereas, all petitions, documents, and other necessary legal requirements are in full compliance with the statutes of the State of Illinois, specifically Chapter 65, Sections 5/7-1-1 and 5/7-1-2 of the Illinois Compiled Statutes; and

Whereas, the Owners have expressed a desire to annex said properties to the Village of Glen Ellyn in order that all properties may be connected to the Village’s water and sanitary sewer mains and that portions of the existing water main on the Owners’ private property might be improved; and

Whereas, the subject properties are located within the North Glen Ellyn Fire Protection Special Service Area as established by Ordinance No. 5822, which imposes a special tax on unincorporated properties for fire protection services provided by the Glen Ellyn Volunteer Fire Company; and

Whereas, upon annexation to the Village, the subject properties shall be removed from and shall no longer pay into the North Glen Ellyn Fire Protection Special Service Area and will instead be billed monthly for fire service along with other Village services; and

Whereas, it is deemed to be in the best interest of the Village of Glen Ellyn that said properties be annexed thereto.

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 findings of fact set forth hereinabove in the recitals are hereby adopted by the President and Board of Trustees of the Village of Glen Ellyn.

Section Two: Pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, the subject properties, legally described herein above, and the adjacent rights-of-way are hereby annexed to the Village of Glen Ellyn, DuPage County, Illinois.

Section Three: The Village President and Village Clerk are hereby authorized to execute the Plat of Annexation for the properties, a reduced copy of which is attached hereto as Exhibit “B”.

Section Four: The Village of Glen Ellyn Zoning Map shall be and is hereby amended to show the subject properties as incorporated within the Village limits. In accordance with Section 10-3-3 of the Glen Ellyn Zoning Code, the properties located at 21W241 Hill Avenue, 21W235 Hill Avenue, 21W231 Hill Avenue, and 21W221 Hill Avenue, Glen Ellyn, IL 60137 shall be

automatically zoned R2 Residential zoning district upon annexation. The properties located at 21W151 Hill Avenue, 21W153 Hill Avenue, 21W155 Hill Avenue, 21W157 Hill Avenue, 21W159 Hill Avenue, 21W161 Hill Avenue, 21W165 Hill Avenue, 21W167 Hill Avenue, 21W169 Hill Avenue, 21W171 Hill Avenue, 21W179 Hill Avenue, 21W201 Hill Avenue, 21W203 Hill Avenue, and 21W211 Hill Avenue, Glen Ellyn, IL 60137 shall be zoned in accordance with Ordinance No. _____ approving a zoning map amendment upon annexation to the Village.

Section Five: The Village shall be and is hereby authorized and directed to cause the properties located at 21W201 Hill Avenue, 21W203 Hill Avenue, 21W241 Hill Avenue, 21W235 Hill Avenue, 21W231 Hill Avenue, 21W221 Hill Avenue, 21W211 Hill Avenue, 21W167 Hill Avenue, 21W165 Hill Avenue, 21W169 Hill Avenue, 21W161 Hill Avenue, 21W159 Hill Avenue, 21W157 Hill Avenue, 21W155 Hill Avenue, 21W153 Hill Avenue, 21W151 Hill Avenue, 21W179 Hill Avenue, and 21W171 Hill Avenue, Glen Ellyn, IL 60137 to be removed from North Glen Ellyn Fire Protection Special Service Area.

Section Six: The Village Clerk shall be and is hereby authorized and directed to cause a certified copy of this Ordinance and the Plat of Annexation to be recorded in the Office of the DuPage County Recorder.

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

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

Ayes		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
		Kelli Christiansen				

Nayes		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
		Kelli Christiansen				
Absent						
		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
		Kelli Christiansen				

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

Village President

Attest:

Village Clerk

AFFIX VILLAGE SEAL

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

PETITION FOR ANNEXATION
VILLAGE OF GLEN ELLYN, ILLINOIS

TO THE GLEN ELLYN VILLAGE BOARD:

Petitioners on oath state as follows:

1. That the undersigned are the sole owners of record of all of the property described in Attachment A and commonly known as: 21W151, 21W153, 21W155, 21W159, 21W161, 21W165, 21W167, 21W169, 21W171, 21W179, 21W201, 21W203, 21W211, 21W221, 21W231, 21W235, 21W241 Hill Ave. located on the south side of Hill Ave. between Illinois Route 53 and Walnut Road, and permanent index numbers of: 05-12-401-003 through 05-12-401-006, 05-12-401-016, 05-12-401-017, 05-12-405-001, and 05-12-405-004 through 05-12-405-017 (Subject Realty).

2. That this petition is executed by all of the owner(s) of record of the Subject Realty.

3. That no electors reside on the Subject Realty or, in the alternative, at least fifty-one percent (51%) of the electors residing on the Subject Realty have executed this petition.

4. That no portion of the property is within the corporate limits of any municipality.

5. That the Subject Property is either contiguous to the Village of Glen Ellyn, will be at the time of annexation, or may be contiguous when combined with other property annexing to the Village of Glen Ellyn.

6. That the property which the Petitioners desire to have annexed to the Village of Glen Ellyn is the property that is described in Attachment A attached hereto and made a part hereof.

7. That this Petition shall be in full force and effect from and after the date hereof and until the property is annexed to the Village of Glen Ellyn in agreement with State Law.

WHEREFORE, the applicants' petition that the property be annexed by ordinance to the Village of Glen Ellyn, Illinois, is in accordance with the appropriate statutes.

The undersigned, on oath, hereby state that they have read the foregoing Petition for Annexation, have knowledge of the allegations contained therein, and that said allegations are true and correct to the best of the Petitioners' knowledge.

Owners of Record of Subject Property:

ELLIOT & ELLIOT, L.L.C., an Illinois limited liability company

Signature: [Signature]

Print Name: Daniel Hagen, President

Date: 8/21/18

Subscribed and sworn to before me this

21st day of August, 2018.

[Signature]
NOTARY PUBLIC

GREGORY L NUTT
Official Seal
Notary Public - State of Illinois
My Commission Expires May 11, 2021

GLEN HILL, LLC, an Illinois limited liability company.

Signature: [Signature]

Print Name: Daniel Hagen, President

Date: 8/21/18

Subscribed and sworn to before me this

21st day of August, 2018.

[Signature]
NOTARY PUBLIC

GREGORY L NUTT
Official Seal
Notary Public - State of Illinois
My Commission Expires May 11, 2021

PHILLIPS & JOHNSTON, INC., an Illinois corporation

Signature: [Signature]

Print Name: Christopher Kowalski, President

Date: 08-21-2018

Subscribed and sworn to before me this

21st day of August, 2018.

[Signature]
NOTARY PUBLIC

KATHERINE ROSE REEDY
Official Seal
Notary Public - State of Illinois
My Commission Expires Jan 7 2020



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

Meeting 11/9/2020 7:00 PM
Department: Community Development
Department Head: Staci Springer
Category: Ordinance
Prepared By: Kelly Purvis

**AGENDA ITEM (ID
2020-641)**

DOC ID: 2020-641

**Ordinance No. 6817, An Ordinance Approving a Zoning Map
Amendment for the Properties Generally Located on the South
Side of Hill Avenue Between Walnut Road and I-355 in Glen Ellyn,
IL 60137**

Statement of the Issue:

See attached Memo & Ordinance

Analysis:

See attached Memo & Ordinance

Budget Impact:

See attached Memo & Ordinance

Action Requested:

See attached Memo & Ordinance

Attachments:

1. VB Memo Elliot Annexation & Annexation Agreement
2. Application for a Zoning Map Amendment
3. Ordinance Approving a Zoning Map Amendment for the Industrial Properties
4. Exhibit A - Draft Plan Commission Meeting Minutes-10-22-2020
5. Exhibit B - Map Illustrating Property to be Zoned I-1 Light Industrial District

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Springer, Director of Community Development
Kelly Purvis, Planner



DATE: November 1, 2020

RE: Village Board Meeting, November 9, 2020 - A Public Hearing for consideration of an annexation agreement for the properties located on the south side of Hill Avenue (generally known as the Elliot properties) and consideration of a petition for annexation and a Zoning Map Amendment.

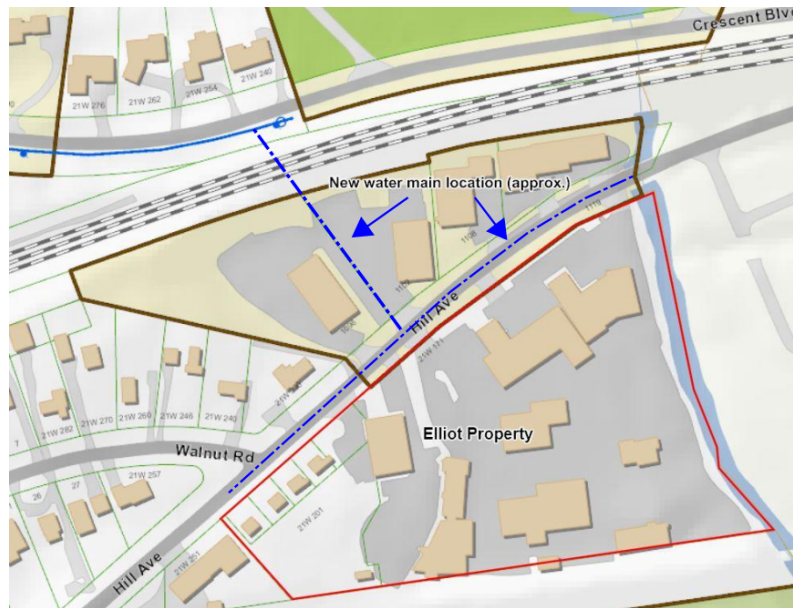
Background.

Elliot & Elliot, LCC., Phillips & Johnston, Inc., and Glen Hill, LLC., the owners of approximately 7.88 acres of land commonly known as 21W201 Hill Avenue, 21W203 Hill Avenue, 21W241 Hill Avenue, 21W235 Hill Avenue, 21W231 Hill Avenue, 21W221 Hill Avenue, 21W211 Hill Avenue, 21W167 Hill Avenue, 21W165 Hill Avenue, 21W169 Hill Avenue, 21W161 Hill Avenue, 21W 159 Hill Avenue, 21W157 Hill Avenue, 21W155 Hill Avenue, 21W153 Hill Avenue, 21W151 Hill Avenue, 21W179 Hill Avenue, and 21W171 Hill Avenue, have petitioned the Village President and Board of Trustees for approval of an Annexation Agreement and Annexation. Village staff have been negotiating the terms of the annexation agreement with Rob Elliot, one of the owners of the subject properties, for several years. The subject properties are generally located on the south side of Hill Avenue between Walnut Road and I-355 (see attached location & zoning map). The Village has had a long-term interest in annexing these properties, as they frame the eastern edge of our planning jurisdiction and would add a little over 7 acres of land to the industrially zoned property base in the Village. The properties were formerly within the Village of Lombard, but were disconnected from Lombard in October, 2009. They are now located in unincorporated DuPage County and are contiguous to the Village of Glen Ellyn limits.

Utility Issues.

As part of an IGA with the Village of Lombard in January 2018, Glen Ellyn took possession of the lift station and public sanitary sewer main on Hill Avenue, adjacent to the subject properties. At this time, the properties are connected to Lombard's water system and Glen Ellyn's sanitary system. Currently, the Village is in the process of engineering a water main that is to be extended in the Hill Avenue right-of-way and under the UP railroad that will be connected to the existing water main on

Crescent Boulevard to create a loop in the water system. Once the loop is completed, a dead end in the water main will be eliminated, providing better water pressure and quality for the Village's water system in this area. After the new main is constructed, the subject properties will be disconnected from Lombard's water system and connected to Glen Ellyn's system. Following the completion of this water main project, Lombard's water main west of I-355 will be abandoned.



Mr. Elliot has expressed concerns regarding the compatibility of his older water mains with the new water main the Village is constructing. Public Works staff have been to the property to televise the utilities and determine the condition of the mains. Staff have confirmed that main breaks may occur when the subject properties are connected to Glen Ellyn's new water system due to the difference in operating pressure from Lombard's system to Glen Ellyn's (which would be almost three times greater in this location).

Terms of the Annexation Agreement.

As noted above, Village staff have been negotiating the terms of the attached annexation agreement with Mr. Elliot for a number of years. Staff has provided several updates to the Village Board over the years on the status of this project. Highlighted below are some of the notable provisions in the agreement for these properties. The term of the annexation agreement is 20 years with an option to renew the agreement for an additional 20 year term.

Utility Connection: Preliminary engineering for the Hill Avenue water main project has commenced and Village staff have included upgrades to the subject properties in the design scope for the project. The annexation agreement includes terms for a cost-share to upgrade the water main on the subject properties so that it will be compatible with the Village's new water main. The upgrades will benefit both the Village and the petitioners by reducing main breaks and preventing water loss, creating a better overall water system. The terms of the agreement include a Village contribution of one-half of the costs to replace approximately four-hundred feet of private water main. The petitioners will reimburse the Village for half of the costs up to \$90,000 with the Village covering any expense that exceeds the cost-share. Village engineering staff have indicated that they do not anticipate the costs exceeding \$90,000 for these upgrades. After the upgrades have been inspected and approved by the Village Engineer and a minimum 15 foot wide public utility easement centered on the water main has been provided, the Village will accept ownership of approximately 400 feet of the private water main.

The only alternative to upgrading the water main on the subject properties would be to install a pressure reducing valve at the connection to the private water main serving the properties. This would be a less reliable solution, but would also be less costly for the Village. The total out of pocket cost to the Village for this option is estimated at \$30,000. It is likely that the property owners would not move forward with annexation if this option were selected.

Zoning: The current unincorporated zoning on the properties is R-4 Residential District for the four single family lots fronting on Hill Avenue and I-1 Light Industrial District for the rest of the property. The Plan Commission held a public hearing on October 22, 2020 to consider a Zoning Map Amendment to zone the industrial properties I1 Light Industrial District upon annexation to the Village. By a vote of seven "yes" and zero "no" votes, the Plan Commission recommended approval of the Zoning Map Amendment. In accordance with Section 10-3-3 of the Zoning Code, the 4 residential lots fronting on Hill Avenue will automatically be zoned R2 Residential District upon annexation. The zoning designations for the properties are reflected in the annexation agreement provisions and in the draft ordinances (Annexation Ordinance and Zoning Map Amendment Ordinance) prepared for the Village Board's consideration and attached to this memo.

Existing Uses and Structures: There are a number of structures and uses on the properties that would be considered legal non-conforming once the subject properties are annexed into the Village. The petitioners are not requesting any special uses or zoning relief at this time. The structures and uses would be permitted to remain on the properties unless improvements to the property or changes in uses trigger compliance with the non-conforming section of the Village Zoning Code.

Fire Protection: The subject properties are currently within the North Glen Ellyn Fire Protection Special Service Area (SSA 18). Upon annexation to the Village, the properties will be removed from the SSA and will instead be billed on a monthly basis for fire service along with other Village services.

Village Addresses: Upon annexation to the Village, the subject properties will be issued new Village addresses.

Village Benefit.

Staff has projected the revenues in taxes, fire service fees, water bills and vehicle registrations from the subject properties to total just over of \$20,000 per year. The Village is obligated to provide water and sanitary service to the properties regardless of whether the properties are annexed. Additionally, the Hill Avenue right-of-way is already within the Village's jurisdiction (due to previous annexation of the lots to the north of these properties). The Volunteer Fire Company already serves the subject properties. The only major changes in services provided by the Village would be the Glen Ellyn Police Department serving the property and Public Works maintaining a portion of Hill Avenue adjacent to the property that is currently not within our jurisdiction.

Village Board Action.

The Village Board is being asked to consider the annexation agreement, a petition for annexation and a request for a Zoning Map Amendment for the subject properties. Draft Ordinances approving the annexation agreement, the annexation and the Zoning Map Amendment have been prepared for the Village Board's consideration at the November 9, 2020 meeting. The Village Board may approve, approve with revisions or deny the requests.

Attachments:

- Location & Zoning Map
- Petitioners' Application to Annex
- Notice of Annexation & Annexation Agreement
- Affidavit of Service of Notice & Service List
- Draft Ordinance Approving Annexation Agreement
- Annexation Agreement – Exhibit “A” to the Annexation Agreement Ordinance
- Draft Ordinance Approving Annexation
- Petition for Annexation – Exhibit “A” to Annexation Ordinance
- Plat of Annexation – Exhibit “B” to Annexation Ordinance
- Application for a Zoning Map Amendment
- Draft Ordinance Approving Zoning Map Amendment for Zoning of Industrial Properties
- Draft Minutes of the October 22, 2020 Plan Commission Meeting – Exhibit “A” to the ZMA Ordinance
- Map – Illustrating Property to be Zoned I1 Light Industrial District – Exhibit “B” to the ZMA Ordinance

CC: Greg Mathews, Village Attorney
Philip Norton, Chief of Police
Christina Coyle, Finance Director
Julius Hansen, Public Works Director
Chris Clark, Fire Chief
Jeff Vesevick, Recreation Director
Rich Daubert, Professional Engineer

Bob Minix, Professional Engineer
Amy McKenna, Senior Civil Engineer
Katie Ashbaugh, Planner
Kevin Carrara, Petitioners' Attorney
Rob Elliot, Petitioner

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Annexation & Annexation Agreement.doc

Avenue\Elliot\Annexation\VB

Memo

Elliot

APPLICATION FOR ZONING MAP AMENDMENT

CLEAR PAGE

You may attach separate sheets as needed to answer any of the following questions.

The undersigned petitions the President and Village Board of Trustees of the Village of Glen Ellyn, Illinois, to consider the Zoning Map Amendment described in this application.

Date Filed: _____ Application No: _____

Name of Applicant: **Elliot & Elliot, LLC c/o Rathje Woodward, LLC**

Address of Applicant: **300 E. Roosevelt Road, Suite 300
Wheaton, IL 60187**

Business Phone No.: **630-668-8500** Home Phone No.: _____

Mobile Phone No.: _____ Fax No.: **630-668-9218**

Property Interest of Applicant: **Owner**

(Owner, Contract Purchaser, Owner Representative)

Name of Property Owner: **Same as above**

Address of Owner:

Phone No. (Business): _____ (Home): _____

Mobile Phone No.: _____ Fax No.: _____

Address of Property: _____

Legal Description of Property:

See enclosed.

Lot Frontage: _____ Lot Area: **approx. 8 acres**

Present Use: **Industrial and Residential**

Requested Zoning: **Industrial and Residential**

Requested Use/Construction: **Zoning and uses as set forth in the associated annexation agreement and PUD application.**

Estimated Date to Begin New Use/Construction: _____

Name(s), Address(es), and Phone No(s). of Experts (architects, engineers, etc.):

Webster McGrath & Ahlberg, Ltd.
207 S, Naperville Road
Wheaton, IL 60187

Narrative Statement evaluating the economic effects on adjoining property, the effect of such elements as noise, glare, odor, fumes and vibration on adjoining property, a discussion of the general compatibility with the adjacent and other properties in the district, the effect of traffic, and the relationship of the proposed use to the Comprehensive Plan, and how it fulfills the requirements of paragraph (E) of Section 10-10-13 of the Zoning Code:

The Planned Unit Development Plan (PUD) currently contains two areas: (1) an industrial area to permit the continued use, operation and maintenance of the existing five single and multi-tenant principal buildings and accessory structures making up the condominium association, including the shared use of 226 parking spaces to satisfy parking requirements of all permitted uses from time to time carried out within the PUD; and (2) a residential area to permit the continued use, operation and maintenance of the existing six (6) single family residences, a cellular transmission tower, buildings and various accessory structures.

Discuss the Requested Zone Change with Respect to Each of the Following:

1. Identification of the existing uses of property within the general area of the affected property:

The existing uses within the general area are residential, both within the Village and unincorporated, industrial and commercial.

2. Identification of the zoning classification of property within the general area of the affected property:

The zoning classification for Village property tin the general area is Light Industrial, Conservation Recreation and R-1 and R-2 Single Family Residential.

3. Determination as to the suitability of the property in question to the uses permitted under the existing classification or district and under the proposed classification or district:

The property has been assembled and operated as a comprehensive industrial use and residential use for over 50 years and is an existing County approved Planned Development.

4. The trend or development, if any, in the general area of the affected property, including changes, if any, which have taken place since the date the affected property was placed in its present zoning classification or district:

The trend can be seen by the Village's annexation of Light Industrial property directly to the north.

5. The trend or development, if any, as to the proposed uses of property within the general area of the affected property, as represented on the Comprehensive Plan:

See the response above.

6. The length of time the property has been vacant as zoned, considered in the context of the land development and the area surrounding the subject property:

Not applicable.

7. The extent to which property values are diminished, if at all, by the particular zoning restrictions:

Not applicable.

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

I (We) consent to entry in or upon the premises described in this application by any unauthorized official of the Village of Glen Ellyn for the purpose of inspection.

I (We) consent to pay the Village of Glen Ellyn all costs incurred for transcribing the public hearing on this application.

I (We) understand that no final action shall be taken by the Village Board subsequent to the public hearing until and upon payment of transcribing fees.

_____	<u>R. ELLIOT</u>	
Date	Print Name	Signature of Applicant
_____	_____	_____
Date	Print Name	Signature of Applicant
_____	_____	_____
Date	Print Name	Signature of Applicant

**THE BEST INTERESTS OF THE APPLICANT WILL BE SERVED
BY COMPLETEING THIS APPLICATION IN DETAIL**



Village of Glen Ellyn

Ordinance No. _____

**An Ordinance Approving
A Zoning Map Amendment for
the Properties Generally Located on the South Side
of Hill Avenue Between Walnut Road and I-355 in
Glen Ellyn, IL 60137**

**Adopted by the
President and the 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__.

**PREPARED BY AND MAIL TO:
VILLAGE OF GLEN ELLYN
ATTN: VILLAGE CLERK
535 DUANE STREET**

GLEN ELLYN, IL 60137

Ordinance No. _____

**An Ordinance Approving
A Zoning Map Amendment for
the Properties Generally Located on the South Side
of Hill Avenue Between Walnut Road and I-355 in
Glen Ellyn, IL 60137**

Whereas, Elliot & Elliot, LCC., Phillips & Johnston, Inc., and Glen Hill, LLC., the owners of approximately 7.88 acres of land commonly known as 21W151 Hill Avenue, 21W153 Hill Avenue, 21W155 Hill Avenue, 21W157 Hill Avenue, 21W159 Hill Avenue, 21W161 Hill Avenue, 21W165 Hill Avenue, 21W167 Hill Avenue, 21W169 Hill Avenue, 21W171 Hill Avenue, 21W179 Hill Avenue, 21W201 Hill Avenue, 21W203 Hill Avenue, and 21W211 Hill Avenue, “Owners”, have petitioned the Village President and Board of Trustees for approval of a Zoning Map Amendment in accordance with Section 10-10-13 of the Glen Ellyn Zoning Code to rezone the subject properties to I1 Industrial District; and

Whereas, the subject properties are generally located on the south side of Hill Avenue between I-355 and Walnut Road; and

Whereas, the subject properties to be zoned I1 Light Industrial District are legally described as follows:

PROPERTY COMMONLY KNOWN AS 21W201 HILL AVENUE, 21W203 HILL AVENUE, 21W211 HILL AVENUE, 21W167 HILL AVENUE, 21W165 HILL AVENUE, 21W169 HILL AVENUE, 21W161 HILL AVENUE, 21W 159 HILL AVENUE, 21W157 HILL AVENUE, 21W155 HILL AVENUE, 21W153 HILL AVENUE, 21W151 HILL AVENUE, 21W179 HILL AVENUE, AND 21W171 HILL AVENUE, GLEN ELLYN, IL 60137: THAT PART OF LOTS 8, 9, 11 AND 12 IN THE ASSESSMENT DIVISION OF SECTION 12, TOWNSHIP 39 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHERE THE NORTH RIGHT OF WAY LINE OF THE CHICAGO, AURORA AND ELGIN RAILROAD INTERSECTS THE CENTER LINE OF HILL AVENUE (AS NOW PLATTED AND

RECORDED) THENCE NORTH 48 DEGREES 37 MINUTES 41 SECONDS EAST, ALONG THE CENTER LINE OF HILL AVENUE, 344.04; THENCE SOUTH 41 DEGREES 12 MINUTES 19 SECONDS EAST AT RIGHT ANGLES TO THE CENTER LINE OF HILL AVENUE, 33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 41 DEGREES 12 MINUTES 19 SECONDS EAST 67.0 FEET; THENCE 48 DEGREES 37 MINUTES 41 SECONDS EAST, PARALLEL WITH THE CENTER LINE OF HILL AVENUE, 187 FEET; THENCE , NORTH 41 DEGREES 27 MINUTES WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 67 FEET TO A LINE THAT IS PARALLEL AND 33 FOOT OFFSET OF THE CENTER LINE OF HILL AVENUE; THENCE NORTH 48 DEGREES 37 MINUTES 41 SECONDS EAST ALONG SAID PARALLEL LINE 283.9 FEET; THENCE NORTH 53 DEGREES 27 MINUTES 41 SECONDS EAST 294.69 FEET; THENCE NORTH 64 DEGREES 45 MINUTES 41 SECONDS EAST 159.29 FEET TO THE CENTER LINE OF THE EAST BRANCH OF THE DUPAGE RIVER (BEING ALSO THE EASTERLY LINE OF LOT 11 AFORESAID); THENCE SOUTH 11 DEGREES 08 MINUTES 57 SECONDS EAST ALONG THE CENTER LINE OF SAID RIVER (BEING ALSO THE EASTERLY LINE OF LOT 11) 395.06 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE SOUTH 22 DEGREES 08 MINUTES 49 SECONDS, 86.97 FEET; THENCE SOUTH 39 DEGREES 31 MINUTES 48 SECONDS 146.97 FEET TO THE NORTH LINE OF THE CHICAGO, AURORA AND ELGIN RAILROAD; THENCE SOUTH 81 DEGREES 47 MINUTES 04 SECONDS WEST, ALONG THE NORTH LINE OF SAID RAILROAD, 830.5 FEET TO THE SOUTHEAST CORNER OF LOT 15 IN GLEN OAKS WOODS; THENCE NORTH 41 DEGREES 22 MINUTES 19 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 15, 185.25 FEET; THENCE NORTH 48 DEGREES 37 MINUTES 41 SECONDS EAST 10.0 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PINS: 05-12-401-016, 05-12-401-017, 05-12-405-001, AND 05-12-405-004 THROUGH 05-12-405-017

Whereas, the subject properties were annexed by the Village Board on November 9, 2020 in accordance with Ordinance No. _____; and

Whereas, following due and proper publication of notice in The Daily Herald not less than fifteen (15) nor more than thirty (30) days prior thereto, the Plan Commission of the Village of Glen Ellyn conducted a public hearing on October 22, 2020 at which hearing the Plan Commission considered the petitioners' request for a Zoning Map Amendment to I1 Light Industrial District; and

Whereas, at the October 22, 2020 public hearing of the Plan Commission, the petitioners presented evidence, testimony, and exhibits in support of the request and no one spoke in favor of or in opposition to the request; and

Whereas, after having considered the evidence presented, including the exhibits and materials submitted, the Plan Commission made its findings of fact and recommendations and by a vote of seven (7) “yes” and zero (0) “no”, the Plan Commission recommended approval of the request for a Zoning Map Amendment to I1 Light Industrial District as set forth in the October 22, 2020 minutes of the Plan Commission, a draft of which is attached hereto as Exhibit “A”; and

Whereas, the Village President and Board of Trustees have reviewed the evidence, exhibits, and materials presented at the October 22, 2020 Plan Commission public hearing and have considered the recommendations of the Plan Commission; and

Whereas, the President and Board of Trustees hereby make the following findings of fact in regard to the request for a Zoning Map Amendment to I1 Light Industrial District for the properties:

1. The existing uses of property within the general area of the affected property consist of industrial uses to the north, the Illinois Prairie Path to the south (recreational use), residential to the west and the Glenbard Wastewater Authority water reclamation plant to the east (institutional/public use).
2. The zoning classification of the surrounding properties is as follows: to the north is I1 Light Industrial, CR Conservation Recreation to the south, R-4 Residential to the west in the Village of Lombard, and CR Conservation Recreation to the east in the Village of Lombard.
3. The subject properties are suitable for the I1 Industrial District. These properties are currently zoned for industrial use in unincorporated DuPage County, and have been used as industrial properties for several years. The subject properties would not be a logical site for residential or commercial uses.
4. The general area has not seen any new development in recent years. The properties immediately to the north have been improved with various office and business uses with

industrial zoning for decades. The property to the east is industrial in nature as the location of the Glenbard Wastewater Authority water reclamation plant. The residential uses and the Illinois Prairie Path are also long-standing uses adjacent to the site.

5. The Comprehensive Plan designates these properties as appropriate for “light industry” and recommends the area be improved and upgraded as a limited self-contained business area.
6. The properties are not and have not been vacant. The properties have been improved with light industrial uses and businesses for many years. The use of the property would remain substantially the same once annexed into the corporate limits of the Village of Glen Ellyn.
7. The property will not be diminished based on the particular zoning restrictions. A zoning designation of I1 Light Industrial District would be most appropriate and would create the least non-conforming conditions on the properties as compared to any other Village zoning designation for the site.

Whereas, based on the aforementioned findings of fact, the President and Board of Trustees have determined that granting the requested Zoning Map Amendment is consistent with the goals of the Glen Ellyn Comprehensive Plan and the Glen Ellyn Zoning Code and find it to be in the best interest of the Village to approve the request for a Zoning Map Amendment to I1 Light Industrial District.

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 draft minutes from the October 22, 2020 Plan Commission public hearing, attached hereto as Exhibit “A”, and the findings of fact therein, as well as in the preambles above, are hereby adopted as the findings of fact of the Village President and Board of Trustees based upon their review of the evidence, exhibits, and materials presented at the October 22, 2020 public hearing of the Plan Commission.

Section Two: Based upon the findings of fact and recommendation of the Plan Commission, as adopted herein, and the findings of fact and conclusions set forth in the

preambles above, the Village President and Board of Trustees hereby approve the request for a Zoning Map Amendment to I1 Light Industrial District for the properties located at 21W201 Hill Avenue, 21W203 Hill Avenue, 21W211 Hill Avenue, 21W167 Hill Avenue, 21W165 Hill Avenue, 21W169 Hill Avenue, 21W161 Hill Avenue, 21W159 Hill Avenue, 21W157 Hill Avenue, 21W155 Hill Avenue, 21W153 Hill Avenue, 21W151 Hill Avenue, 21W179 Hill Avenue, and 21W171 Hill Avenue, Glen Ellyn, IL 60137.

Section Three: The Village Clerk is hereby authorized and directed to cause a copy of this Ordinance approving the request for a Zoning Map Amendment to I1 Light Industrial District to be recorded with the DuPage County Recorder of Deeds.

Section Four: The Director of the Community Development Department shall cause the Zoning District Map of the Village of Glen Ellyn to be amended to place the Properties in the I1 Light Industrial District. A map indicating the location of the properties is attached hereto and identified as Exhibit “B”.

Section Five: This Ordinance shall be in full force and effect from and after the 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 _____.

Ayes		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
		Kelli Christiansen				
Nayes						
		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
Absent		Kelli Christiansen				
		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
		Kelli Christiansen				

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

Village President

Attest:

Village Clerk

AFFIX VILLAGE SEAL

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

DRAFT MINUTES
REGULAR PLAN COMMISSION MEETING
October 22, 2020

Call to Order and Roll Call

The meeting was called to order at 7:01 p.m. by Chairperson Mary Loch, who explained the Commission's role in the review process, and enumerated methods used to notify the public of the evening's hearing. She presented procedures for conducting the meeting remotely due to the Covid-19 pandemic, outlining the approach using the Zoom platform, including how public input would be accommodated.

Chairperson Loch introduced meeting participants Village Community Development Director, Staci Springer, Village Planners ,Kelly Purvis and Katie Ashbaugh, and Recording Secretary Barbara Dutton.

Roll call was taken. Present: Chairperson Loch, and Plan Commissioners Lloyd Berry, Angela Fanella, Tracy Heming-Littwin and John Mulherin, Mohammed Saeed and Jamie Vondruska. Absent: Plan Commissioners Laura Brown and David Rodemann.

Adoption of Emergency Allowance of Remote Participation by the Plan Commission

A motion to allow remote participation in the meeting was made by Commissioner Heming-Littwin, and seconded by Commissioner Mulherin. The motion carried with seven (7) yes votes and zero (0) no votes as follows: Commissioners Heming-Littwin, Mulherin, Berry, Fanella, Saeed and Vondruska and Chairperson Loch voted "yes."

Public Comment Non-Agenda Items

There was no public comment pertaining to non-agenda items.

Approval of September 10, 2020 Plan Commission Meeting Minutes

Commissioner Heming-Littwin moved to approve the draft minutes of the September 10, 2020 Regular Plan Commission meeting; seconded by Commissioner Mulherin, the motion carried with seven (7) yes votes and zero (0) no votes as follows: Commissioners Heming-Littwin, Mulherin, Berry, Fanella, Saeed and Vondruska and Chairperson Loch voted "yes."

Public Hearing - Zoning Map Amendment for Certain Property in the Glen Oak Industrial Park

A motion to open the Public Hearing to consider a Zoning Map Amendment for Certain Property in the Glen Oak Industrial Park was made and seconded by Commissioners Heming-Littwin and Saeed, respectively. The motion carried with six (7) yes votes and zero (0) no votes as follows: Commissioners Heming-Littwin, Saeed, Berry, Fanella, Mulherin and Vondruska and Chairperson Loch voted "yes."

Staff Introduction

After being sworn in, Kelly Purvis, Village Planner, Village of Glen Ellyn, 535 Duane Street, explained that the petitioners, Elliot & Elliot LLC, Phillips & Johnston Inc., and Glen Hill LLC, were requesting approval of a Zoning Map Amendment to zone the subject properties I1 Light Industrial District upon annexation to

the Village. The properties, which comprise approximately 7.59 acres of land along Hill Avenue, are currently zoned I-1 Light Industrial District in unincorporated DuPage County, are generally located on the south side of Hill Avenue, west of I-355 and east of Walnut Road. Proper notification of this Public Hearing was issued, she noted, going on to describe the surrounding land use and zoning: Village I1, conservation-recreation in the Village, and County R4, an unincorporated county residential district.

Referencing the Comprehensive Plan's specification to maintain a "light industry" designation for the subject property, Planner Purvis also noted a Commercial Area Policy specifying that the Village should "maintain the small cluster of business uses along Hill Avenue as a limited light industrial area" and "explore the possibility of annexing nearby unincorporated commercial and business areas." She noted, it is also designated as a potential development area.

Planner Purvis related that a utility extension project along Hill Avenue is forthcoming, so an annexation agreement has been negotiated with the subject property owners, and a zoning designation must be determined. Four residential lots will be incorporated as part of the annexation. The Plan Commission, she advised, should consider and make a recommendation to the Village Board regarding which zoning district the Commission finds most appropriate for the subject properties. The body should consider criteria from Section 10-10-13 in granting an approval for a Zoning Map Amendment.

Commissioner Berry asked whether Planner Purvis would be going through the various industrial designations available, to which she responded that light industrial district is the only industrial zoning designation, and that is the district staff is recommending. She noted it is the closest match to the properties' current zoning – to avoid non-conforming conditions being created upon annexation.

Commissioner Mulherin asked if the property would be fundamentally conforming, to which Planner Purvis responded that it is not, but that the petitioners did not want to request variations or special uses at this time. Therefore, the property would come into the Village as non-conforming. She added that although there are some non-conforming conditions, the properties could remain as they are and that if the owners want to make significant structural changes they would need to seek relief.

Petitioner's Presentation

After being sworn in, Petitioner Robert Elliot, 1650 Wilmette Street, Wheaton, Ill., complimented Planner Purvis in presenting the synopsis, and referred the Commission to the written application for further evidence.

Also sworn in for the Petitioner was Kevin Carrara, Attorney with Rathje Woodward, 300 E. Roosevelt Road, Wheaton, Ill.

Commissioner Questions

Commissioner Berry asked whether plans were to leave existing structures in place and operating in their current condition, and was given an affirmative answer by Petitioner Elliot.

Public Comment

Planner Purvis read the following received written comment into the record:

Kevin Stough, Land Preservation Manager, Forest Preserve District of DuPage County, 35580 Naperville Road, Wheaton, IL 60187: *“Chairperson Loch: The Forest Preserve District of DuPage County recently received a Notice of Public Hearing regarding a petition by Elliot & Elliot, LLC, Philips & Johnson, Inc., and Glen Hill, LLC requesting a zoning map amendment for the aforementioned properties upon their annexation to the Village. We appreciate receiving timely notification of such requests that may have an impact on District property and thank you for the opportunity to comment.*

District Staff has reviewed the information provided and does not have any comments. Please do not hesitate to call.”

Commissioner Mulherin moved to close the Public Hearing; seconded by Commissioner Heming-Littwin, the motion carried with seven (7) yes votes and zero (0) no votes as follows: Plan Commissioners Heming-Littwin, Mulherin, Berry, Fanella, Saeed and Vondruska and Chairperson Loch voted “yes.”

Commissioner Discussion

Commissioner Mulherin stated that in his long-time residency in the area, he passed the site many times and always wished it was in the Village limits. He considers the annexation a “win-win,” and endorses Mr. Elliot, who he holds in high esteem, and thereby strongly supports the application.

Commissioner Heming-Littwin moved for the following:

After conducting a public hearing and deliberating on the appropriate zoning classification to apply to the properties at 21W201 Hill Avenue, 21W203 Hill Avenue, 21W211 Hill Avenue, 21W167 Hill Avenue, 21W165 Hill Avenue, 21W169 Hill Avenue, 21W161 Hill Avenue, 21W 159 Hill Avenue, 21W167 Hill Avenue, 21W155 Hill Avenue, 21W153 Hill Avenue, 21W151 Hill Avenue, 21W179 Hill Avenue, and 21W171 Hill Avenue, the Plan Commission hereby recommends I1 Light Industrial zoning for the properties in accordance with Section 10-10-13(E) of the Zoning Code based on the findings of fact attached to the Staff Report, dated October 7, 2020, and discussed at the Plan Commission public hearing on October 22, 2020, and a copy of which will be attached to the minutes of this meeting and kept on file as part of the permanent records of the Village (Findings Attached).

Seconded by Commissioner Saeed, the motion carried by roll call vote with four (7) yes votes and zero (0) no vote as follows: Plan Commissioners Heming-Littwin, Saeed, Berry, Fanella, Mulherin and Vondruska and Chairperson Loch voted “yes.”

Public Hearing - 21W536 Acorn Avenue & 0N282 Cumnor Avenue – Minor Subdivision with Subdivision Code and Zoning Code Variations

A motion to open the Public Hearing for a Minor Subdivision with Subdivision Code and Zoning Code Variations for 21W536 Acorn Avenue & 0N282 Cumnor Avenue was made and seconded by Commissioners Heming-Littwin and Mulherin, respectively. The motion carried with seven (7) yes votes and zero (0) no votes as follows: Commissioners Heming-Littwin, Mulherin, Berry, Fanella, Saeed and Vondruska and Chairperson Loch voted “yes.”

Staff Introduction

Village Planner Purvis, Village of Glen Ellyn, 535 Duane Street, Glen Ellyn, was once again sworn in.

Planner Purvis stated that the petitioners – David and Sandra Crane, owners of the property at 21W536 Acorn Avenue, and Dennis Anest and Susan Nies, owners of the property at 0N282 Cumnor Avenue – have submitted applications for a Minor Subdivision with Subdivision Code and Zoning Code Variations. In order for the property to be resubdivided as proposed, the petitioners will need to receive approval of a Final Plat of Subdivision (minor subdivision) with variations from the Subdivision Code to allow the creation of a flag lot, and to not install street lights and sidewalks, and to not bury utility lines or plant trees, as well as a variation from the Glen Ellyn Zoning Code to allow a lot width of 20 feet for Lot 2 in the proposed subdivision. The minor subdivision will result in the creation of one new lot for a total of three.

She explained that, aside from the aforementioned approvals that are before the Plan Commission for consideration, the Petitioners are seeking approval from the Village Board for annexation agreements, petitions for annexation, a right-of-way vacation and a sidewalk waiver. She reviewed the review process and history of the project to date, and listed the means of public notice employed in support of this evening's hearing.

Planner Purvis described the surrounding zoning and land uses adjacent to the subject properties, which lie just east of the Enclave subdivision and are zoned R4 in unincorporated DuPage County. Besides County and Village residential zoning, other proximate land uses are conservation recreation. She related that meetings with neighborhood residents have been held over the years to discuss incorporation. Water and sewer was extended from Hill Avenue up Cumnor and Fairway Street to accommodate the Enclave subdivision, Planner Purvis related, and the Village has decided to install water and sewer service on Cumnor Avenue north to Acorn Avenue.

Planner Purvis displayed images from the final plat of subdivision depicting the proposed subdivision, which upon incorporation calls for the vacation of a portion of land that will become Village right of way (ROW). The ROW would become part of the new "Lot 2" created when the two existing lots combined with the ROW are resubdivided into three lots. The proposed resubdivision would render Lot 2 as "flag lot" with limited frontage, hence the requested lot-width variation. Public Works suggested that incorporating a shared, private driveway would relieve the owners of having to meet Village roadway standards as part of the subdivision. Staff has reviewed a shared driveway agreement that would run with the property. Lot 2, she noted, would contain an existing pedestrian easement that connects Acorn Avenue with a path to Whittier Avenue.

Planner Purvis stated that staff is supportive of the proposed subdivision configuration and also supportive of the variations required for the subdivision. She noted that the subdivision includes two existing lots with existing homes and only creates one new lot. Additionally, the surrounding neighborhood is established and does not have sidewalks, streetlights, parkway trees planted 40 foot on center, or undergrounded utilities. Planner Purvis provided that the variations requested would not be out of character with the neighborhood, but would be in-keeping with the more rural streetscape.

Planner Purvis also noted that there were a number of items listed in the staff report that were not requested of the petitioners. She noted that the subdivision Code is written to address typical subdivisions which generally include construction of some sort. She stated, in this case, the property owners are simply shifting lot lines to create one new lot. Planner Purvis indicated that staff provided a

reason for each omission in the packet provided for the meeting. She gave the Plan Commission the opportunity to request additional information or to ask any questions about the submittals that had not been provided.

Commissioner Fanella asked what would happen to the pedestrian easement if the property were to be developed. Planner Purvis indicated that the easement would run with the property, and that it would be maintained by the Village in perpetuity. Commissioner Fanella then asked if a driveway could be constructed on the easement, to which Purvis said she believed it needs to remain a woodchip path, at least along the west property line. Commissioner Fanella asked if the Petitioners were fine with that Plan; Planner Purvis responded that they were, and provided some clarification on the delineation of the path and space envisioned for a driveway, the latter of which she expected would be used by pedestrians. The path, she noted, is already used, although is not clearly defined in anyway.

Commissioner Berry asked for clarification on ownership of the existing driveway and maintenance and potential replacement of it; Planner Purvis pointed to a shared driveway easement that would govern Lots 2 and 3, and stated that maintenance and potential replacement costs would be borne by the two owners. Chairperson Loch asked why in the plat of survey being displayed no buildings were depicted on Lot 3 (as there is a house there). Planner Purvis wasn't sure, but thought that it might be because she'd had questions about Lot 1's setbacks, and in response to her query the surveyor had included a building image in the illustration of that lot. She noted, both Lot 1 and Lot 3 have existing homes on the lots.

Petitioner's Presentation

Sworn in was Petitioner Dennis Anest, 0N282 Cumnor Avenue, Glen Ellyn, Ill., who thanked Village staff and expressed appreciation for the utilities being installed currently. He explained that the pedestrian easement is a woodchip path, and that the shared driveway will be maintained by the current owners of the property and Lot 2. He noted that they would also be responsible for snow removal, and that there would be no Village maintenance or liability for the shared driveway.

Petitioner Sandra Crane, 21W536 Acorn Avenue, Glen Ellyn, Ill., was sworn in. She did not have anything further to add.

Commissioner Questions

Commissioner Heming-Littwin asked when, once the property was split, how soon the owners would try to sell or develop the third lot. While Mr. Anest indicated "as soon as possible," Ms. Crane said it would probably be considered in the next year to two. Commissioner Heming-Littwin asked if the newly created lot would be jointly owned by the two parties until it is sold or developed, receiving an affirmative answer from the Petitioners. Commissioner Heming-Littwin asked if utilities would be run down the shared driveway; Planner Purvis responded, "yes."

Public Comment

There was no public comment.

Commissioner Heming-Littwin moved to close the Public Hearing; seconded by Commissioner Vondruska, the motion carried with seven (7) yes votes and zero (0) no votes as follows: Plan

Commissioners Heming-Littwin, Vondruska, Berry, Fanella, Mulherin, Saeed and Chairperson Loch voted “yes.”

Commissioner Discussion

Commissioner Heming-Littwin expressed that she was generally okay with the subdivision proposed, but hoped that a redevelopment would not have a bunch of variances. Planner Purvis explained that any variances sought would have to undergo review by the Zoning Board of appeals to be approved.

Commissioner Heming-Littwin wondered if a paved pedestrian path might be a good idea. Development Director Springer suggested to Planner Purvis that she should check the easement agreement to see if there was a clause allowing the Village to change the path surface, and thought it a good idea to consider for the connection gap between the pedestrian easement and a potential driveway.

Commissioner Heming-Littwin wondered if a house could be built close up to the easement.

Commissioner Vondruska thought a new owner would be aware of the easement issue would have to decide where they would want to build. Commissioner Fanella concurred.

Referencing waiving the undergrounding, Chairperson Loch asked if a new owner building on the lot would be required to bury utilities. Planner Purvis said the requirement doesn’t apply to a single-family homes. Director Springer interjected that undergrounding wouldn’t be required for existing services, only proposed services.

Planner Purvis advised the Commission that it could attach conditions to an approval of the proposal under consideration. She suggested two potential conditions: the removal of accessory structures from Lot 2 prior to recordation of the plat, and developer donations be paid prior to the issuance of a building permit for a construction of a new home on the lot. Commissioner Heming-Littwin wondered if attaching a time frame for removal of buildings was in order, and if Commissioners agreed with the condition requiring developer donations prior to permit issuance. Commissioner Fanella asked what these structures were, to which Planner Purvis replied, a garden patch with a planter box, a retaining wall and a fence, among other items.

Commissioner Heming-Littwin moved to recommend approval of a minor subdivision with subdivision and zoning code variations, as such:

After conducting a public hearing and deliberating on the requests of David and Sandra Crane and Dennis Anest and Susan Nies, for a Minor Subdivision with Subdivision and Zoning Code Variations to allow the resubdivision of their properties located at 21W 536 Acorn Avenue and 0N282 Cumnor Avenue, the Plan Commission hereby recommends approval based on the findings of fact attached to the Staff Report, dated October 2, 2020, and discussed at the Plan Commission public hearing on October 22, 2020, a copy of which will be attached to the minutes of the meeting and kept on file as a permanent record of the Village.

The Plan Commission makes this recommendation of approval with the following conditions: Prior to recording the final plat of subdivision, all accessory structures must be removed on Lot 2; and payment of developer donations must be made prior to issuance of construction permits for a new home.

Seconded by Commissioner Mulherin, the motion passed by roll call vote with seven (7) yes votes and zero (0) no votes as follows: Plan Commissioners Heming-Littwin, Mulherin, Berry, Fanella, Saeed and Vondruska and Chairperson Loch voted “yes.”

Trustee’s Report

None.

Chairman’s Report

Chairperson Loch offered a reminder about the upcoming national, state and local elections on November 3, and a Civic Betterment Party election on November 14, and encouraged people to vote.

Staff Report

Planner Purvis stated that the streetscape mock-ups at Main and Crescent should be wrapping up, explaining that the effort was undertaken to discern community preference of new streetscape materials. An open house to present the draft Comprehensive Plan, she announced, has been scheduled for November 18. The event will be held in the Civic Center gymnasium, which will be set up to meet Covid-19 safety protocols. Advance registration is required to attend, but a remote presentation of the draft Comprehensive Plan will also be held at a later date. She added that, at this time, Plan Commission meetings will remain remote.

Village Planner Katie Ashbaugh said that Staff hopes the Glenwood Station development project for the McChesney-Miller site will be a topic before the Plan Commission at a Public Hearing on November 12th. She reported that Staff met with the Historic Preservation Commission Chair and the Glen Ellyn Historical Society Executive Director to get feedback on the project. Planner Ashbaugh also reported that Staff is targeting the Village Board making a final determination on the final PUD for the Main Street Pedway connecting the Civic Center parking garage to Main Street, so the subject could appear on an agenda as soon as the December 3 meeting. Planner Purvis said a public hearing concerning the draft Comprehensive Plan might be scheduled for late November or early December.

Commissioner Heming-Littwin asked for an update on the Apex and parking garage projects. Planner Purvis related that utility connections were currently being made for the Apex development, and that she thought the project was moving along. Planner Ashbaugh said the lower tier of the south-side wall of the parking garage was finished, that materials were being put in place, and that the contractor was ahead of schedule on the project. She added that masonry work has begun, and that the east entrance to the Civic Center was closed.

Other Business

None.

Adjournment

Following a motion to adjourn by Commissioner Heming-Littwin, seconded by Commissioner Mulherin, Chairperson Loch concluded the meeting at 8:37 p.m.

Respectfully submitted,

Barbara Dutton
Recording Secretary

Reviewed by,
Planner Purvis

(DRAFT) FINDINGS OF FACT TO SUPPORT A MOTION TO APPROVE THE REQUESTED ZONING MAP AMENDMENT TO ZONE THE PROPERTIES LOCATED AT 21W201 HILL AVENUE, 21W203 HILL AVENUE, 21W211 HILL AVENUE, 21W167 HILL AVENUE, 21W165 HILL AVENUE, 21W169 HILL AVENUE, 21W161 HILL AVENUE, 21W 159 HILL AVENUE, 21W157 HILL AVENUE, 21W155 HILL AVENUE, 21W153 HILL AVENUE, 21W151 HILL AVENUE, 21W179 HILL AVENUE, AND 21W171 HILL AVENUE TO I-1 LIGHT INDUSTRIAL DISTRICT UPON ANNEXATION TO THE VILLAGE OF GLEN ELLYN

Related to the petitioners' request for a zoning map amendment to zone the subject properties to I1 Light Industrial District upon annexation to the Village of Glen Ellyn, and in accordance with Section 10-10-13(E) of the Zoning Code, the Plan Commission hereby makes the following findings of fact:

(Draft reasons, taken partially from the petitioner's application packet, as to how the project may comply with the necessary findings have been drafted by Staff; the Commission may wish to consider the findings but should feel free to amend the below reasons to make your own findings of fact based upon information provided at the public hearing).

1. The existing uses of property within the general area of the affected property consist of industrial uses to the north, the Illinois Prairie Path to the south (recreational use), residential to the west and the Glenbard Wastewater Authority water reclamation plant to the east (institutional/public use).
2. The zoning classification of the surrounding properties is as follows: to the north is I1 Light Industrial, CR Conservation Recreation to the south, R-4 Residential to the west in the Village of Lombard, and CR Conservation Recreation to the east in the Village of Lombard.
3. The subject properties are suitable for the I1 Industrial District. These properties are currently zoned for industrial use in unincorporated DuPage County, and have been used as industrial properties for several years. The subject properties would not be a logical site for residential or commercial uses.
4. The general area has not seen any new development in recent years. The properties immediately to the north have been improved with various office and business uses with industrial zoning for decades. The property to the east is industrial in nature as the location of the Glenbard Wastewater Authority water reclamation plant. The residential uses and the Illinois Prairie Path are also long-standing uses adjacent to the site.
5. The Comprehensive Plan designates these properties as appropriate for "light industry" and recommends the area be improved and upgraded as a limited self-contained business area.
6. The properties are not and have not been vacant. The properties have been improved with light industrial uses and businesses for many years. The use of the property would remain substantially the same once annexed into the corporate limits of the Village of Glen Ellyn.
7. The property will not be diminished based on the particular zoning restrictions. A zoning designation of I1 Light Industrial District would be most appropriate and would create the

least non-conforming conditions on the properties as compared to any other Village zoning designation for the site.

(DRAFT) FINDINGS OF FACT TO SUPPORT A MOTION TO APPROVE THE REQUESTED MINOR SUBDIVISION WITH SUBDIVISION AND ZONING CODE VARIATIONS FOR THE PROPERTIES LOCATED AT 21W536 ACORN AVENUE AND 0N282 CUMNOR AVENUE, GLEN ELLYN, IL

Related to the petitioners' request for a minor subdivision on the subject properties and in accordance with Section 11-3-10 of the Subdivision Code, the Plan Commission hereby makes the following findings of fact:

(Draft reasons, taken partially from the petitioner's application packet, as to how the project may comply with the necessary findings have been drafted by Staff; the Commission may wish to consider the findings but should feel free to amend the below reasons to make your own findings of fact based upon information provided at the public hearing).

1. Where applicable, the proposed subdivision conforms to the provisions set forth in the Subdivision Code, including rules and regulations referenced in section 11-4-1 of the Subdivision Code, except those variations from the Subdivision Code and Zoning Code that are being requested.
2. Definite provision has been made for a water supply system that is sufficient in terms of quantity, dependability, and quality to provide an appropriate supply of water for the type of subdivision proposed. The utility extension project is being constructed and overseen by the Village, and is not a part of the minor subdivision under review.
3. A public sewage system is proposed and adequate provision has been made for such system, however, the utility extension project is being constructed and overseen by the Village and is not a part of the minor subdivision under review.
4. A soil survey of the properties has not been conducted as part of the minor subdivision because no new construction is proposed on the subject properties at this time. At such time that a building permit application is submitted for the construction of a new home on Lot 2, the appropriate soil surveys will be conducted. The existing single family homes on Lot 1 and Lot 3 of the subdivision will remain.
5. The proposed subdivision will not be detrimental to the public health, safety and welfare because the subdivision will create only one new residential lot in an established residential neighborhood.
6. The subdivision will not result in an increase in traffic to such an extent that the street capacity is impacted and does not function at a level of service deemed acceptable by the Village since only one new single-family lot is being created.

Related to the petitioners' request for the following variations from the Subdivision Code:

- (A) A variation from Section 11-4-2(N) to allow the creation of a flag lot; and
- (B) A variation from Section 11-4-4(M) to allow a subdivision without the installation of street lights; and

- (C) A variation from Section 11-4-7(A) to allow a subdivision without the installation of sidewalks on both sides of the rights-of-way adjacent to all existing streets; and
- (D) A variation from Section 11-4-8(A) to allow a subdivision where all existing communication lines, electric lines, and other similar utilities in the subdivision and in the rights-of-way adjacent to the subdivision will not be placed underground; and
- (E) A variation from Section 11-4-9(C)1 to allow a subdivision without the planting of trees in the parkway every 40 feet on center;

and in accordance with Section 11-3-11 of the Subdivision Code, the Plan Commission hereby makes the following findings of fact:

(Draft reasons, taken partially from the petitioner's application packet, as to how the project may comply with the necessary findings have been drafted by Staff; the Commission may wish to consider the findings but should feel free to amend the below reasons to make your own findings of fact based upon information provided at the public hearing).

1. The granting of the subdivision variations will not be detrimental to the public safety, health, or welfare or injurious to other property or improvements because the surrounding neighborhood has a more rural streetscape, where there are established trees, there are no sidewalks, streetlights or undergrounded utilities. While the newly created lot will be a flag lot, adequate access to the public right-of-way will be provided.
2. The conditions upon which the request is based are unique to the property for which the relief is sought, create substantial difficulty in developing the property and are not generally applicable to other property because while a minor subdivision is proposed, no new construction is proposed at this time and only one new lot is being created as a result of the subdivision. If the petitioners were required to make all of the improvements of a typical subdivision, it would be infeasible to resubdivide the land just to create one additional single family lot.
3. A particular hardship to the owners would result, as distinguished from a mere inconvenience, if the strict letter of these regulations is carried out due to the substantial costs for the improvement to the subdivision and adjacent rights-of-way, only to create one new single family lot.
4. The variations, if granted, would not alter the essential character of the locality, but would actually fit the character of the existing neighborhood which has a more rural streetscape.
5. The purpose of the variations is not based exclusively upon a desire to make more money out of the property because without the variations being granted the subdivision would not be feasible.

6. The proposed variations will not diminish or impair property values within the neighborhood, because the variations will allow the subject properties within the subdivision to match the more rural streetscape treatment of the surrounding neighborhood. The flag lot configuration will not impact or impair other property values and will not be noticeable to the general public.
7. The proposed variations will not unduly increase traffic congestion in the public streets and highways because only one new lot is being created as a result of the minor subdivision.
8. The proposed variations will not result in an increase in public expenditures.
9. The variations are the minimum variations that will make possible the reasonable use of the land.
10. The difficulty or particular hardship has not been created by any person presently having an interest in the property or by the applicant(s).

Related to the petitioner's request for the following variation from the Zoning Code:

- (A) A variation from Section 10-4-8(D)8(a) to allow a lot width of 20 feet for Lot 2 in the proposed subdivision in lieu of the lot width of 66 feet required;

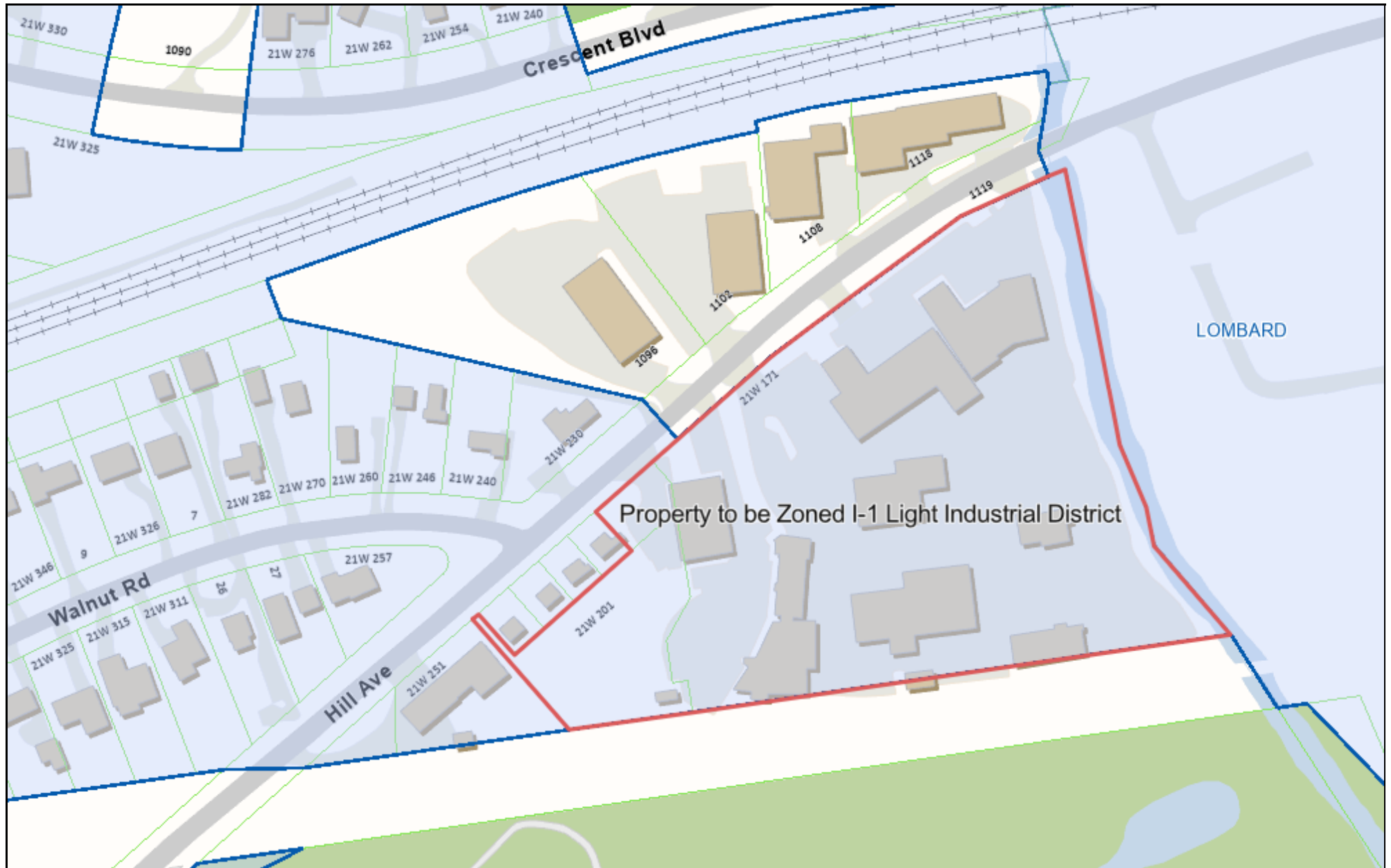
and in accordance with Section 10-10-12 of the Zoning Code, the Plan Commission hereby makes the following findings of fact:

(Draft reasons, taken partially from the petitioner's application packet, as to how the project may comply with the necessary findings have been drafted by Staff; the Commission may wish to consider the findings but should feel free to amend the below reasons to make your own findings of fact based upon information provided at the public hearing).

1. The plight of the owner is due to unique circumstances; and the variation if granted, will not alter the essential character of the locality because the lot width of the newly created lot is a result of the flag lot configuration. It will only be recognizable as a smaller lot width when viewed on the plat of survey or plat of subdivision. The actual property will appear to any passerby to be a standard lot with a standard lot width.
2. That the particular physical surroundings, shape or topographical condition of the specific property involved would bring particular hardship upon the owner as distinguished from a mere inconvenience, if the strict letter of regulation were to be carried out because without the granting of a variation for the lot width, a flag lot could not be created. The proposed minor subdivision would be infeasible if all required improvements related to the roadway were required of the petitioners in order to create one new single family lot.
3. That the conditions upon which the petition for variation is based would not be applicable generally to other property within the same zoning district because this is a unique circumstance where Village right-of-way is available to be vacated in order to create a new lot.

Two of the three lots within the proposed subdivision are existing as is the roadway. The only way for the petitioners to avoid a costly roadway reconstruction to bring Acorn Avenue right-of-way up to the Village's roadway standards would be to create a private driveway, thereby creating a flag lot resulting in a smaller lot width.

4. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property because without the lot width variation, the subdivision would not be feasible due to the costs of all of the public improvements that would be required in order to create one additional single family lot.
5. That the alleged difficulty or particular hardship has not been created by any person presently having an interest in the property or by the applicant.
6. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvement in the neighborhood in which the property is located because the lot width variation will not be noticeable. Due to the layout of the property, the lot will appear to have a standard width.
7. That the proposed variation will not impair adequate supply of light and air to adjacent property because any structure permitted to be constructed on the lot will adhere to appropriate setbacks for the district.
8. That the proposed variation will not substantially increase the hazard from fire or otherwise impair the public health, safety, comfort, morals or general welfare of the inhabitants of the Village because any structure permitted on the lot will adhere to the appropriate setbacks in the district and will also be required to meet all Village building codes.
9. That the proposed variations will not diminish or impair property values within the neighborhood or unduly increase congestion in the public streets and highways because the variation allows for the creation of a flag lot with a reduced lot width, which will not have an impact on property values or traffic in the streets.
10. That the proposed variation will not create a nuisance or result in an increase in public expenditures as the reduced lot width will not be discernable to the general public and will only be noticeable when viewing a plat. There will be no impact to public expenditures due to the reduced lot width.
11. That the variation is the minimum variation that will make possible the reasonable use of the land.



Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

Notes



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

Meeting 11/9/2020 7:00 PM
Department: Finance
Department Head: Christina Coyle
Category: Budget
Prepared By: Christina Coyle

**AGENDA ITEM (ID
2020-654)**

DOC ID: 2020-654

Motion to approve on first reading of an Ordinance adopting the annual Village of Glen Ellyn expenditure budget in the net amount of \$64,908,556, including the compensation plan, for the fiscal year beginning January 1, 2021 and ending December 31, 2021.

Statement of the Issue:

At the November 9, 2020 Village Board meeting, the Village Board will have a public hearing and first reading of the 2021 budget. A second reading and final approval of the 2021 budget is scheduled for December 14, 2021.

Analysis:

The Village's draft budget is available on its website at www.glenellyn.org/budget.

The Village Board has held five budget workshops over the past three months to review and refine the 2021 draft budget. Attached to this agenda item are summaries of the current 2021 draft budget. The changes that have been made from the 2021 draft budget available online are as follows:

- Increased funding for Glen Ellyn Youth and Family Services from \$35,000 to \$85,000.
- Reduced the property tax levy so that the Village only increases the levy for CPI, not new growth.
- Added a Civil Engineer to be funded from the Capital Projects Fund
- Added \$25,000 in the Capital Projects Fund for work at Panfish Park
- Added \$50,000 in the Capital Projects Fund for a controller at Park/Sheehan
- Added \$50,000 for Office and \$50,000 for network equipment in the IT department in the General Fund

The overall budget has a 2.62% increase in operational costs. However, once COVID-19

expenses are removed, the overall budget has a 1.4% increase from the prior year. The capital budget has a 36.27% decrease from the prior year, most of which is due to the Central Business District Parking Garage being mostly constructed in 2020 with only a portion carrying into 2021.

Budget Impact:

See budget.

Action Requested:

Motion to approve a first reading of the Village's budget for 2021.

Attachments:

1. Ordinance for Public Hearing
2. Exhibit A
3. Exhibit B
4. Exhibit C
5. BUDGET SUMMARY SCHEDULES PUBLIC HEARING



Village of Glen Ellyn

Ordinance No. _____

**An Ordinance Adopting the Annual Village of Glen Ellyn Expenditure Budget
in the Net Amount of \$64,908,556 including the
Compensation Plan for the 2021 Fiscal Year
Beginning January 1, 2021, and Ending December 31, 2021**

Adopted by the
President and the 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__.

REPAID BY AND MAIL TO:

VILLAGE OF GLEN
ELLYN
ATTN: VILLAGE CLERK
535 DUANE STREET

GLEN ELLYN, IL 60137

Ordinance No. ____

**An Ordinance Adopting the Annual Village of Glen Ellyn
Expenditure Budget in the Net Amount of \$64,908,556 including
the Compensation Plan for the 2021 Fiscal Year Beginning
January 1, 2021, and Ending December 31, 2021**

Whereas, Village staff has prepared and presented to the President and Board of Trustees of the Village of Glen Ellyn a proposed budget for fiscal year 2021 beginning January 1, 2021, and ending December 31, 2021; and

Whereas, following due and proper publication of public notice in The Glen Ellyn Suburban Life on October 30, 2020, a public hearing was held on November 9, 2020, to consider the proposed annual budget for the 2021 fiscal year; and

Whereas, the President and Board of Trustees of the Village of Glen Ellyn deem it in the best interest of the Village to adopt the budget proposed by the Budget Officer, as revised at the direction of the Village Board of Trustees;

Now, Therefore, Be It Hereby 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 annual expenditure Budget for the 2021 fiscal year, beginning January 1, 2021, and ending December 31, 2021, for the Village of Glen Ellyn, is in the gross amount of Eighty Million Five Hundred Nineteen Thousand Five Hundred Seventy-Eight Dollars, (\$80,519,578); net budget exclusive of interfund transfers: Sixty-Four Million Nine Hundred Eight Thousand Five Hundred Fifty-Six Dollars, (\$64,908,556) as set forth in Exhibit "A," referenced herein as though it were attached hereto, and as summarized in Exhibit "B" attached hereto and made a part hereof, is hereby adopted and authorized.

Section Two: The compensation plan for the Village of Glen Ellyn, a part of the budget for the 2021 fiscal year as set forth in Exhibit "C" attached hereto and made a part hereof, is hereby adopted, approved, and authorized.

Section Three: The President and Board of Trustees hereby delegate to the Village

Manager, or in his absence the Acting Village Manager, the authority to make transfers within a department, provided such transfers do not exceed Twenty Thousand Dollars (\$20,000) and further provided no revision of the budget shall be made increasing the budget in the event funds are not available to effectuate the purpose of the revision.

Section Four: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

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

Ayes		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
		Kelli Christiansen				
Nayes		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
		Kelli Christiansen				
Absent		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
		Kelli Christiansen				

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

Village President

Attest:

Village Clerk

AFFIX VILLAGE SEAL

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

EXHIBIT A

VILLAGE OF GLEN ELLYN

BUDGET
FOR FISCAL YEAR 2021

NET REVENUES - ALL FUNDS: \$ 55,491,547

NET EXPENSES - ALL FUNDS: \$ 64,908,556

APPROVED
by the
VILLAGE BOARD OF TRUSTEES

Monday, December 14, 2020

Ordinance No. _____

EXHIBIT B

SUMMARY OF FISCAL YEAR 2021 BUDGET VILLAGE OF GLEN ELLYN JANUARY 1, 2021 TO DECEMBER 31, 2021

<u>Fund</u>	<u>Revenues</u>	<u>Expenditures/ Expenses</u>	<u>Net</u>
General Fund	\$ 18,959,118	\$ 20,824,311	\$ (1,865,193)
Corporate Reserve Fund	600	59,230	(58,630)
Motor Fuel Tax Fund	1,708,400	1,338,750	369,650
Debt Service Fund	2,245,286	2,246,436	(1,150)
CBD TIF Fund	463,200	230,370	232,830
Roosevelt Road TIF Fund	145,100	25,370	119,730
Forfeiture Fund	4,000	136,000.00	(132,000)
Capital Projects Fund	9,609,269	14,852,784	(5,243,515)
Fire Services Fund	1,851,762	891,450	960,312
Facilities Maint Reserve Fund	378,750	830,000	(451,250)
Water & Sanitary Sewer Fund	13,694,575	17,364,967	(3,670,392)
Parking Fund	4,850,323	4,928,135	(77,812)
Residential Solid Waste	1,752,800	1,713,300	39,500
Village Links/Reserve 22	5,844,850	6,002,300	(157,450)
Insurance Fund	3,464,436	3,758,070	(293,634)
Equipment Services Fund	1,543,100	2,556,380	(1,013,280)
Police Pension Fund	4,587,000	2,761,725	1,825,275
Total	<u>\$ 71,102,569</u>	<u>\$ 80,519,578</u>	<u>\$ (9,417,009)</u>
Less Interfund Transfers	\$ (15,611,022)	\$ (15,611,022)	\$ -
Net Budget	<u>\$ 55,491,547</u>	<u>\$ 64,908,556</u>	<u>\$ (9,417,009)</u>

EXHIBIT C
VILLAGE OF GLEN ELLYN
FISCAL YEAR 2021 BUDGET
FIVE YEAR HISTORY OF JOB CLASSIFICATIONS

<u>Classification</u>	<u>Status</u>	<u>Salary Range</u>	<u>FY 17 Budgeted Employees</u>	<u>FY 18 Budgeted Employees</u>	<u>FY 19 Budgeted Employees</u>	<u>FY 20 Budgeted Employees</u>	<u>FY 21 Budgeted Employees</u>
Village Manager's Office							
Village Manager	FT	Z	1.00	1.00	1.00	1.00	1.00
Assistant Village Manager	FT	V	1.00	1.00	1.00	1.00	1.00
Communications Coordinator	PT	K	0.70	0.70	0.70	0.70	0.70
Economic Development Coord.	PT	J	0.75	0.75	0.75	1.00	0.75
Webmaster/Social Media Specialist	PT	B	-	0.50	-	-	-
Human Resources Generalist	PT	G	-	0.70	0.70	0.70	0.70
Executive Assistant/Deputy Clerk	PT	H	0.75	1.00	1.00	1.00	1.00
Administrative Clerk II	PT	B	1.00	1.00	-	-	-
Administrative Assistant II	PT	F	0.70	0.45	0.70	0.70	0.70
Administrative Intern	PT	N/A	0.50	0.50	0.50	0.50	0.50
Multi-Media Intern	PT	N/A	0.40	0.40	0.05	-	-
Subtotal Village Manager's Office			6.40	7.60	6.40	6.60	6.35
Information Technology							
Information Technology Manager	FT	S	1.00	1.00	1.00	1.00	1.00
Systems Engineer	FT	Q	-	-	1.00	1.00	1.00
Multimedia Specialist	PT	J	0.70	-	-	-	-
Multimedia Intern	PT	N/A	0.40	0.40	-	-	-
Municipal Producer	PT	E	-	-	0.13	0.45	0.45
Subtotal Information Technology			2.10	1.40	2.13	2.45	2.45
Law Department							
Village Attorney	FT	Z	1.00	1.00	1.00	1.00	1.00
Executive Assistant/Deputy Clerk	PT	H	0.25	-	-	-	-
Subtotal Law Department			1.25	1.00	1.00	1.00	1.00
Senior Services							
Senior Services Coordinator	PT	H	0.60	0.60	0.60	0.60	0.60
Subtotal Senior Services			0.60	0.60	0.60	0.60	0.60
Facilities Maintenance							
Facilities Manager	FT	N	1.00	1.00	1.00	1.00	1.00
Maintenance Worker I	FT	E	1.00	1.00	1.00	1.00	1.00
Maintenance Worker II	PT	F	0.48	0.48	0.48	0.48	0.48
Custodian II	PT	A	-	0.75	0.75	0.75	1.50
Custodian III	PT	A	2.85	2.10	2.55	2.55	2.10
Subtotal Facilities Maintenance			5.33	5.33	5.78	5.78	6.08

VILLAGE OF GLEN ELLYN
FISCAL YEAR 2021 BUDGET
FIVE YEAR HISTORY OF JOB CLASSIFICATIONS

<u>Classification</u>	<u>Status</u>	<u>Salary Range</u>	<u>FY 17 Budgeted Employees</u>	<u>FY 18 Budgeted Employees</u>	<u>FY 19 Budgeted Employees</u>	<u>FY 20 Budgeted Employees</u>	<u>FY 21 Budgeted Employees</u>
Finance							
Finance Director	FT	V	1.00	1.00	1.00	1.00	1.00
Assistant Finance Director	FT	P	1.00	1.00	1.00	1.00	1.00
Accounts Manager	FT	J	1.00	1.00	1.00	1.00	1.00
Payroll & Accounting Specialist	FT	I	1.00	1.00	-	-	-
Staff Accountant	FT	I	-	-	1.00	1.00	1.00
Payroll Specialist	FT	F	-	-	1.00	1.00	-
Business Office Coordinator	PT	F	0.60	0.60	0.60	0.60	0.60
Accounts Payable Coordinator	PT	F	0.60	0.60	-	-	-
Accounts Payable Coordinator	PT	D	-	-	0.50	0.60	0.60
Accounts Receivable Specialist	PT	D	1.92	1.92	1.92	1.92	1.92
Billing Specialist II	PT	D	-	-	-	0.75	0.75
Billing Specialist	PT	D	1.80	1.80	1.80	0.96	0.96
Water Meter Readers	PT	N/A	1.00	1.00	1.00	-	-
Subtotal Finance			9.92	9.92	10.82	9.83	8.83
Community Development							
Community Director	FT	V	1.00	1.00	1.00	1.00	1.00
Building & Zoning Official	FT	R	1.00	1.00	1.00	1.00	1.00
Senior Civil Engineer	FT	Q	-	-	1.00	1.00	1.00
Senior Building Inspector	FT	N	-	-	-	1.00	-
Inspection Manager	FT	M	-	-	-	-	1.00
Planning Manager	FT	M	-	-	-	-	1.00
Planner with AICP Cert	FT	K	-	-	-	-	1.00
Stormwater Engineer	PT	K	0.75	0.75	-	-	-
Planner	FT	J	1.00	1.00	2.00	2.00	-
Plan Examiner	FT	J	1.00	1.00	1.00	1.00	1.00
Building Inspector	FT	J	2.00	2.00	2.00	2.00	1.00
Permit Manager	FT	I	-	-	-	-	1.00
Associate Planner	FT	H	1.00	1.00	1.00	1.00	1.00
Fire Inspector	PT	G	-	-	1.00	1.00	1.00
Administrative Secretary	FT	F	1.00	1.00	1.00	-	-
Administrative Assistant II	FT	F	-	-	-	1.00	1.00
Administrative Assistant I	PT	D	0.70	1.00	1.00	-	-
Permit Clerk	FT	D	-	-	1.00	1.00	1.00
Permit Clerk	PT	D	2.00	1.88	1.00	1.20	0.70
Administrative Clerk II	PT	B	-	-	-	0.48	-
Property Site Inspector	PT	B	0.50	0.50	0.50	0.50	0.50
Planning Intern	PT	N/A	1.00	0.50	0.50	0.50	0.50
Subtotal Planning & Development			12.95	12.63	15.00	15.68	14.70

VILLAGE OF GLEN ELLYN
FISCAL YEAR 2021 BUDGET
FIVE YEAR HISTORY OF JOB CLASSIFICATIONS

<u>Classification</u>	<u>Status</u>	<u>Salary Range</u>	<u>FY 17 Budgeted Employees</u>	<u>FY 18 Budgeted Employees</u>	<u>FY 19 Budgeted Employees</u>	<u>FY 20 Budgeted Employees</u>	<u>FY 21 Budgeted Employees</u>
Police							
Police Chief	FT	V	1.00	1.00	1.00	1.00	1.00
Assistant Chief	FT	T	1.00	1.00	-	-	-
Deputy Chief	FT	T	1.00	1.00	1.00	1.00	1.00
Police Sergeant	FT	P	7.00	7.00	8.00	8.00	8.00
Police Officer	FT	Contract	30.00	30.00	29.00	30.00	30.00
Records Supervisor/Tech	FT	L	1.00	1.00	1.00	1.00	1.00
Police Program Coordinator	FT	K	-	-	1.00	1.00	-
Property Officer	FT	G	1.00	1.00	1.00	1.00	1.00
Administrative Assistant II	PT	F	0.60	0.60	0.60	0.60	0.60
Community Service Officer	FT	E	2.00	2.00	2.00	2.00	2.00
Community Service Officer	PT	E	0.90	0.90	0.90	0.45	0.45
Investigative Aide	PT	G	0.60	0.60	0.60	0.60	0.60
Records Clerk	FT	D	4.00	4.00	4.00	4.00	4.00
Records Clerk	PT	D	2.75	2.75	2.75	2.75	2.75
Community Service Officer	PT	E	-	-	-	0.45	0.45
			52.85	52.85	52.85	53.85	52.85
Fire/EMS							
Administrative Clerk II	PT	B	1.00	0.50	0.50	-	-
Subtotal Fire/EMS			1.00	0.50	0.50	-	-

VILLAGE OF GLEN ELLYN
FISCAL YEAR 2021 BUDGET
FIVE YEAR HISTORY OF JOB CLASSIFICATIONS

<u>Classification</u>	<u>Status</u>	<u>Salary Range</u>	<u>FY 17 Budgeted Employees</u>	<u>FY 18 Budgeted Employees</u>	<u>FY 19 Budgeted Employees</u>	<u>FY 20 Budgeted Employees</u>	<u>FY 21 Budgeted Employees</u>
Public Works							
Administration & Engineering Division							
Public Works Director	FT	V	1.00	1.00	1.00	1.00	1.00
Assistant Public Works Director	FT	S	1.00	1.00	1.00	1.00	1.00
Registered Professional Engineer	FT	T	1.00	1.00	1.00	1.00	1.00
Civil Engineer	FT	O	1.00	1.00	1.00	1.00	1.00
Senior Civil Engineer	FT	Q	1.00	1.00	1.00	1.00	2.00
PT Engineer	PT	K	0.46	0.46	0.46	0.46	0.46
Utilities Inspector	FT	J	1.00	1.00	1.00	1.00	1.00
Engineering Intern	PT	N/A	0.21	0.21	0.21	-	-
Administrative Assistant II	FT	F	1.00	1.00	1.00	1.00	1.00
Administrative Assistant II	PT	F	-	-	0.25	-	-
Administrative Assistant I	FT	D	-	-	-	1.00	1.00
Administrative Assistant I	PT	D	-	-	0.46	-	-
Subtotal Administration & Engineering			7.67	7.67	8.38	8.46	9.46
Operations Division (Utilities, Streets/Forestry)							
Streets/Forestry Superintendent	FT	N	1.00	1.00	1.00	1.00	1.00
Utilities Superintendent	FT	N	1.00	1.00	1.00	1.00	1.00
Senior Plant Operator	FT	L	1.00	1.00	1.00	1.00	1.00
Forestry Intern	PT	N/A	-	-	-	-	-
Customer Service Worker	FT	G	1.00	1.00	1.00	1.00	1.00
Crew Leader II	FT	J	-	1.00	3.00	4.00	4.00
Crew Leader I	FT	I	4.00	3.00	-	-	-
Water Plant Operator I	FT	I	1.00	1.00	1.00	1.00	1.00
Maintenance Worker III	FT	G	1.00	1.00	1.00	2.00	2.00
Maintenance Worker II	FT	F	3.00	3.00	4.00	4.00	4.00
Maintenance Worker I	FT/PT	E	7.40	7.40	6.40	5.40	5.40
Seasonal Staff	PT	N/A	3.57	3.57	3.57	3.57	3.57
Subtotal Operations Division			23.97	23.97	22.97	23.97	23.97
Equipment Services Division							
Equipment Services Superintendent	FT	N	1.00	1.00	1.00	1.00	1.00
Equipment Mechanic III	FT	K	-	-	1.00	1.00	1.00
Equipment Mechanic II	FT	J	2.00	2.00	1.00	1.00	1.00
Fleet Assistant	PT	E	0.40	0.40	0.40	0.48	0.48
Subtotal Equipment Services Division			3.40	3.40	3.40	3.48	3.48

VILLAGE OF GLEN ELLYN
FISCAL YEAR 2021 BUDGET
FIVE YEAR HISTORY OF JOB CLASSIFICATIONS

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Village Links/Reserve 22							
Administration							
General Manager	FT	S	1.00	1.00	1.00	1.00	1.00
Marketing Strategist	PT	H	-	-	0.45	0.60	0.60
Marketing Coordinator	PT	E	-	0.45	-	-	-
Subtotal Administration Division			1.00	1.45	1.45	1.60	1.60
Grounds							
Golf Course Superintendent	FT	O	1.00	1.00	1.00	1.00	1.00
Assistant Golf Course Superintendent	FT	I	1.00	1.00	1.00	1.00	1.00
Grounds Supervisor I	FT	B	-	1.00	1.00	1.00	1.00
Grounds Worker I	FT	A	3.00	2.00	2.00	2.00	2.00
Grounds Supervisor II	PT	AH	0.50	0.50	0.50	0.50	0.50
Grounds Worker II	PT	AD	0.10	0.10	0.10	0.10	0.10
Senior Grounds Technician II	PT	AF	1.30	1.30	1.30	1.30	1.30
Grounds Technician II	PT	AF	1.90	1.90	1.90	1.90	1.90
Specialized Laborer II	PT	AE	2.50	2.50	2.50	2.50	2.50
Grounds Worker III	PT	AD	0.50	0.50	0.50	0.50	0.50
Sr. Grounds Technician III	PT	AF	-	-	-	-	-
Specialized Laborer III	PT	AE	2.40	2.40	2.40	2.40	2.40
Seasonal Staff	PT	N/A	-	-	-	-	-
Subtotal Grounds Division			14.20	14.20	14.20	14.20	14.20
Golf							
Director of Golf	FT	M	1.00	1.00	1.00	1.00	1.00
Head Golf Professional	FT	I	1.00	1.00	1.00	1.00	1.00
Assistant Golf Professional	FT	H	-	-	-	-	-
Assistant Golf Professional II	PT	A	3.20	3.20	3.20	3.20	3.20
Golf Service Supervisor II	PT	AI	0.60	0.60	1.00	1.00	1.00
Golf Service Supervisor III	PT	AI	0.40	0.40	0.60	0.60	0.60
Housekeeping III	PT	AG	0.40	0.40	0.40	0.40	0.40
Cashier III	PT	AB	2.10	2.10	0.40	0.40	0.40
Starter/Ranger III	PT	AB	2.40	2.40	2.10	2.10	2.10
Outside Services Attendant III	PT	AB	1.80	1.80	2.40	2.40	2.40
Seasonal Staff	PT	N/A	-	-	1.80	1.80	1.80
Subtotal Golf Division			12.90	12.90	13.90	13.90	13.90

VILLAGE OF GLEN ELLYN
FISCAL YEAR 2021 BUDGET
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Reserve 22							
Food & Beverage Director	FT	L	-	1.00	1.00	1.00	1.00
Executive Chef/Dir of F & B	FT	L	1.00	-	-	-	-
Executive Chef	FT	H	-	1.00	1.00	1.00	1.00
Restaurant Manager	FT	C	-	-	1.00	1.00	1.00
Assistant Restaurant Manager	FT	AL	1.00	-	-	-	-
Event Planning & Sales Coordinator	FT	AL	1.00	1.00	1.00	1.00	1.00
Sous Chef	FT	C	1.00	1.00	1.00	1.00	1.00
Floor Supervisors	PT	AK	-	-	-	-	-
Wedding Planner	PT	AK	-	-	0.10	0.10	0.10
Supervisor II	PT	AI	1.90	1.90	1.90	1.90	1.90
Kitchen Coordinator II	PT	AI	0.70	0.70	0.70	0.70	0.70
Cook II	PT	AH	5.60	5.00	5.00	5.00	5.00
Busser II	PT	AB	1.70	1.70	1.70	1.70	1.70
Dishwasher II	PT	AC	1.30	1.30	1.30	1.30	1.30
Lead Server II	PT	AB	0.40	0.40	0.40	0.40	0.40
Server II	PT	AA	2.00	2.00	2.00	2.00	2.00
Bartender II	PT	AA	0.90	0.90	0.90	0.90	0.90
Banquet Captain II	PT	AI	0.40	0.40	0.40	0.40	0.40
Banquet Server II	PT	AA	0.30	0.30	0.30	0.30	0.30
Banquet Bartender II	PT	AA	0.30	0.30	0.30	0.30	0.30
Concession Worker II	PT	AB	0.30	0.30	0.30	0.30	0.30
Valet II	PT	AE	-	-	-	-	-
Supervisor III	PT	AI	0.50	0.50	0.50	0.50	0.50
Cook III	PT	AH	2.40	2.40	2.40	2.40	2.40
Dishwasher III	PT	AC	0.50	0.50	0.50	0.50	0.50
Busser III	PT	AB	5.10	5.10	5.10	5.10	5.10
Host III	PT	AE	2.10	2.10	2.10	2.10	2.10
Lead Server III	PT	AB	-	-	-	-	-
Server III	PT	AA	2.90	2.90	2.90	2.90	2.90
Bartender III	PT	AA	2.20	2.20	2.20	2.20	2.20
Banquet Captain III	PT	AI	-	-	-	-	-
Banquet Server III	PT	AA	-	-	-	-	-
Banquet Bartender III	PT	AA	-	-	-	-	-
Concession Worker III	PT	AB	1.30	1.30	1.30	1.30	1.30
Valet III	PT	AE	-	-	0.10	0.10	0.10
Seasonal Staff ¹	PT	N/A	-	-	-	-	-
Subtotal Reserve 22 Division			36.80	36.20	37.50	37.50	37.50
Total Full-Time Equivalent Positions			192.34	191.62	196.88	198.89	196.97

¹ Part-time FTE count has been recalculated to reflect the on-going part-time/seasonal staffing needs of the restaurant (Reserve 22) operations.

Village of Glen Ellyn
Salary Tables - January 1, 2021 through December 31, 2021

CY 21 Salary Schedule Adjustment = 1.0%

Range	Annualized			Hourly 2021		
	Min	Mid	Max			
AA	\$ 13,728	\$ 13,728	\$ 13,728	\$ 6.60	\$ 6.60	\$ 6.60
AB	\$ 22,880	\$ 22,880	\$ 22,880	\$ 11.00	\$ 11.00	\$ 11.00
AC	\$ 22,880	\$ 22,880	\$ 22,880	\$ 11.00	\$ 11.00	\$ 11.00
AD	\$ 22,880	\$ 22,880	\$ 22,880	\$ 11.00	\$ 11.00	\$ 11.00
AE	\$ 22,880	\$ 27,586	\$ 32,293	\$ 11.00	\$ 13.26	\$ 15.53
AF	\$ 22,880	\$ 27,995	\$ 33,110	\$ 11.00	\$ 13.46	\$ 15.92
AG	\$ 22,880	\$ 29,374	\$ 35,869	\$ 11.00	\$ 14.12	\$ 17.24
AH	\$ 24,832	\$ 31,035	\$ 38,760	\$ 11.94	\$ 14.92	\$ 18.63
AI	\$ 28,143	\$ 35,888	\$ 42,204	\$ 13.53	\$ 17.25	\$ 20.29
AJ	\$ 28,988	\$ 36,965	\$ 43,470	\$ 13.94	\$ 17.77	\$ 20.90
AK	\$ 31,300	\$ 40,369	\$ 47,413	\$ 15.05	\$ 19.41	\$ 22.79
AL	\$ 33,110	\$ 42,485	\$ 50,172	\$ 15.92	\$ 20.43	\$ 24.12
A	\$ 37,877	\$ 47,709	\$ 57,518	\$ 18.21	\$ 22.94	\$ 27.65
B	\$ 39,728	\$ 50,072	\$ 60,394	\$ 19.10	\$ 24.07	\$ 29.04
C	\$ 41,734	\$ 52,614	\$ 63,493	\$ 20.06	\$ 25.29	\$ 30.53
D	\$ 43,807	\$ 55,200	\$ 66,592	\$ 21.06	\$ 26.54	\$ 32.02
E	\$ 46,015	\$ 58,009	\$ 70,003	\$ 22.12	\$ 27.89	\$ 33.66
F	\$ 48,333	\$ 60,929	\$ 73,525	\$ 23.24	\$ 29.29	\$ 35.35
G	\$ 50,785	\$ 63,983	\$ 77,181	\$ 24.42	\$ 30.76	\$ 37.11
H	\$ 53,327	\$ 67,194	\$ 81,038	\$ 25.64	\$ 32.30	\$ 38.96
I	\$ 55,980	\$ 70,560	\$ 85,118	\$ 26.91	\$ 33.92	\$ 40.92
J	\$ 58,744	\$ 74,038	\$ 89,331	\$ 28.24	\$ 35.60	\$ 42.95
K	\$ 61,709	\$ 77,783	\$ 93,857	\$ 29.67	\$ 37.40	\$ 45.12
L	\$ 64,831	\$ 81,662	\$ 98,494	\$ 31.17	\$ 39.26	\$ 47.35
PO	\$ 66,093	\$ 84,763	\$ 103,432	\$ 31.78	\$ 40.75	\$ 49.73 **
M	\$ 68,019	\$ 85,698	\$ 103,354	\$ 32.70	\$ 41.20	\$ 49.69
N	\$ 71,430	\$ 89,978	\$ 108,526	\$ 34.34	\$ 43.26	\$ 52.18
O	\$ 75,086	\$ 94,637	\$ 114,189	\$ 36.10	\$ 45.50	\$ 54.90
P	\$ 78,831	\$ 99,319	\$ 119,807	\$ 37.90	\$ 47.75	\$ 57.60
Q	\$ 82,688	\$ 104,179	\$ 125,670	\$ 39.75	\$ 50.09	\$ 60.42
R	\$ 86,901	\$ 109,507	\$ 132,091	\$ 41.78	\$ 52.65	\$ 63.51
S	\$ 91,226	\$ 114,969	\$ 138,690	\$ 43.86	\$ 55.27	\$ 66.68
T	\$ 95,752	\$ 120,654	\$ 145,534	\$ 46.03	\$ 58.01	\$ 69.97
U	\$ 100,590	\$ 126,763	\$ 152,936	\$ 48.36	\$ 60.94	\$ 73.53
V	\$ 105,561	\$ 133,005	\$ 160,449	\$ 50.75	\$ 63.94	\$ 77.14
W	\$ 110,845	\$ 139,671	\$ 168,497	\$ 53.29	\$ 67.15	\$ 81.01
X	\$ 116,396	\$ 146,649	\$ 176,902	\$ 55.96	\$ 70.50	\$ 85.05
Y	\$ 122,237	\$ 154,051	\$ 185,864	\$ 58.77	\$ 74.06	\$ 89.36
Z	\$ 128,301	\$ 161,675	\$ 195,027	\$ 61.68	\$ 77.73	\$ 93.76

**

Police Officers / F.O.P. Contract. The current contract expires October 31, 2022. The budget includes a budgeted rate increase of 2.25% effective November 1, 2020 to October 31, 2021. Actual rates are based upon the negotiated contract.

VILLAGE OF GLEN ELLYN
ALL FUNDS BUDGET SUMMARY
FISCAL YEAR 2021

	2020 ORIG BUD	2020 REV BUD	2020 PROJECTION	2021 BUDGET	% CHG 2020 TO 2021 ORG BUD
TAXES	\$ 24,501,518	\$ 24,501,518	\$ 23,735,058	\$ 23,627,485	-3.6%
LICENSES & PERMITS	1,707,550	1,707,550	1,796,560	1,672,550	-2.0%
INTERGOVERNMENTAL	2,483,275	2,483,275	3,776,712	2,579,623	3.9%
CHARGES FOR SERVICES	24,002,656	24,002,656	23,754,944	24,126,066	0.5%
FEES & FINES	498,000	498,000	357,000	505,000	1.4%
INVESTMENT INCOME	2,755,100	2,755,100	1,230,135	2,497,250	-9.4%
BOND PROCEEDS	9,500,000	9,500,000	9,998,000	-	0.0%
MISC REVENUE	553,823	553,823	1,157,687	483,573	-12.7%
TRANSFERS IN (IFTS)	25,481,448	25,481,448	21,507,204	15,611,022	-38.7%
TOTAL REVENUES	\$ 91,483,370	\$ 91,483,370	\$ 87,313,300	\$ 71,102,569	-22.3%
PERSONNEL SERVICES	\$ 14,780,264	\$ 14,780,264	\$ 13,984,442	\$ 15,334,754	3.8%
CONTRACTUAL SERVICES	18,829,644	19,068,892	17,649,364	\$ 18,868,321	0.2%
COMMODITIES	6,478,542	6,478,542	6,529,659	\$ 6,933,694	7.0%
CAPITAL OUTLAY	34,057,626	38,639,239	17,866,721	\$ 20,762,871	-39.0%
DEBT SERVICE	3,241,168	3,241,168	2,898,168	\$ 3,008,916	-7.2%
TRANSFERS OUT (IFTS)	25,481,448	25,481,448	21,507,204	15,611,022	-38.7%
TOTAL EXPENDITURE	\$ 102,868,692	\$ 107,689,553	\$ 80,435,558	\$ 80,519,578	-21.7%
CHANGE IN FUND BALANCE	\$ (11,385,322)	\$ (16,206,183)	\$ 6,877,742	\$ (9,417,009)	

VILLAGE OF GLEN ELLYN
SUMMARY OF REVENUES BY SOURCE - ALL FUNDS
FISCAL YEAR 2021 BUDGET

Fund No. Fund Description	Taxes	Licenses and Permits	Inter-Government Revenues	Charges for Services	Fines & Forfeits	Investment Income	Misc. Revenues	Transfers	FY2021 Budget Total	FY2020 Rev. Budget Total	FY2020 Est. Actual Total	FY2019 Actual Total
100 General	\$ 13,523,192	\$ 1,672,550	\$ 22,060	\$ 999,216	\$ 505,000	\$ 42,000	\$ 290,500	\$ 1,904,600	\$ 18,959,118	\$ 19,557,485	\$ 20,424,860	\$ 19,680,657
300 Debt Service	-	-	-	-	-	400	-	2,244,886	2,245,286	2,476,225	2,132,861	2,140,738
210 Motor Fuel Tax	-	-	1,694,000	-	-	8,200	6,200	-	1,708,400	1,105,400	1,651,400	936,133
240 Fire Services	1,847,262	-	-	-	-	4,500	-	-	1,851,762	1,848,530	1,837,580	2,017,276
250 Central Business District TIF	462,000	-	-	-	-	1,200	-	-	463,200	317,600	442,000	303,860
260 Roosevelt Road TIF	145,000	-	-	-	-	100	-	-	145,100	104,100	139,000	99,181
270 Forfeiture	-	-	-	-	-	4,000	-	-	4,000	6,000	86,500	544,230
Total Special Revenue Funds	2,454,262	-	1,694,000	-	-	18,000	6,200	-	4,172,462	3,381,630	4,156,480	3,900,680
200 Corporate Reserve	-	-	-	-	-	600	-	-	600	600	572,026	12,207
400 Capital Projects	7,553,031	-	863,563	143,675	-	189,000	10,000	850,000	9,609,269	18,553,269	18,553,706	8,545,902
450 Facilities Maintenance Reserve	-	-	-	-	-	3,750	-	375,000	378,750	385,000	378,750	3,546,678
Total Capital Projects Funds	7,553,031	-	863,563	143,675	-	193,350	10,000	1,225,000	9,988,619	18,938,869	19,504,482	12,104,787
500 Water & Sewer	97,000	-	-	13,523,675	-	28,800	22,600	22,500	13,694,575	13,883,953	14,827,900	14,744,959
530 Parking	-	-	-	337,800	-	12,000	523	4,500,000	4,850,323	16,456,323	11,789,623	1,478,331
540 Residential Solid Waste	-	-	-	1,751,400	-	1,200	200	-	1,752,800	1,653,200	1,704,325	1,652,516
550 Village Links / Reserve 22	-	-	-	5,681,000	-	8,500	128,550	26,800	5,844,850	5,730,700	4,627,979	5,328,360
Total Enterprise Funds	97,000	-	-	21,293,875	-	50,500	151,873	4,549,300	26,142,548	37,724,176	32,949,827	23,204,166
600 Insurance	-	-	-	1,247,600	-	18,000	5,000	2,193,836	3,464,436	3,447,785	3,431,790	3,339,409
650 Equipment Services	-	-	-	58,700	-	30,000	20,000	1,434,400	1,543,100	1,635,200	1,723,200	1,683,922
Total Internal Service Funds	-	-	-	1,306,300	-	48,000	25,000	3,628,236	5,007,536	5,082,985	5,154,990	5,023,331
900 Police Pension	-	-	-	383,000	-	2,145,000	-	2,059,000	4,587,000	4,322,000	2,989,800	6,787,731
ALL FUNDS	23,627,485	1,672,550	2,579,623	24,126,066	505,000	2,497,250	483,573	15,611,022	71,102,569	91,483,370	87,313,300	72,842,090
LESS INTERFUND TRANSFERS								(15,611,022)	(15,611,022)	(25,481,448)	(21,507,204)	(11,817,747)
ALL FUNDS, LESS INTERFUND TRANSFERS	\$ 23,627,485	\$ 1,672,550	\$ 2,579,623	\$ 24,126,066	\$ 505,000	\$ 2,497,250	\$ 483,573	\$ -	\$ 55,491,547	\$ 66,001,922	\$ 65,806,096	\$ 61,024,343

VILLAGE OF GLEN ELLYN
SUMMARY OF EXPENDITURES BY FUNCTION - ALL FUNDS
FISCAL YEAR 2021 BUDGET

Fund No. Fund Description	Personnel Services	Contractual Services	Commodities	Capital Outlay	Debt Service	Transfers	FY2021 Budget Total	FY2020 Rev. Budget Total	FY2020 Est. Actual Total	FY2019 Actual Total
100 General	\$ 11,074,982	\$ 3,859,920	\$ 782,859	\$ 216,600	\$ -	\$ 4,889,950	\$ 20,824,311	\$ 19,650,582	\$ 19,387,650	\$ 18,739,726
300 Debt Service	-	1,550	-	-	2,244,886	-	2,246,436	2,475,976	2,133,526	2,141,488
210 Motor Fuel Tax	-	251,900	213,850	-	-	873,000	1,338,750	979,454	1,519,872	760,570
240 Fire Services	-	686,650	100	106,500	-	98,200	891,450	1,498,428	1,109,675	757,519
250 Central Business District TIF	-	155,370	-	-	-	75,000	230,370	148,870	160,370	232,539
260 Roosevelt Road TIF	-	25,370	-	-	-	-	25,370	25,370	12,000	54,167
270 Forfeiture	-	-	-	-	-	136,000	136,000	-	278,400	545,121
Total Special Revenue Funds	-	1,119,290	213,950	106,500	-	1,182,200	2,621,940	2,652,122	3,080,317	2,349,916
200 Corporate Reserve	9,230	50,000	-	-	-	-	59,230	15,000	23,255	669,735
400 Capital Projects	-	386,000	-	7,395,298	-	7,071,486	14,852,784	30,596,613	16,568,732	6,710,028
450 Facilities Maintenance Reserve	-	50,000	-	780,000	-	-	830,000	618,500	278,500	4,230,453
Total Capital Projects Funds	9,230	486,000	-	8,175,298	-	7,071,486	15,742,014	31,230,113	16,870,487	11,610,216
500 Water & Sewer	1,318,400	4,715,912	4,197,400	5,915,923	107,946	1,109,386	17,364,967	20,238,383	12,656,484	13,108,515
530 Parking	-	83,235	3,800	4,610,000	-	231,100	4,928,135	16,268,738	11,960,512	453,675
540 Residential Solid Waste	-	1,603,000	-	28,000	-	82,300	1,713,300	1,705,700	1,811,550	1,601,899
550 Village Links / Reserve 22	2,556,142	568,224	1,361,350	414,000	656,084	446,500	6,002,300	5,720,748	4,822,997	5,358,696
Total Enterprise Funds	3,874,542	6,970,371	5,562,550	10,967,923	764,030	1,869,286	30,008,702	43,933,569	31,251,543	20,522,785
600 Insurance	-	3,558,070	-	-	-	200,000	3,758,070	3,442,070	3,475,000	3,301,021
650 Equipment Services	376,000	111,395	374,335	1,296,550	-	398,100	2,556,380	1,625,847	1,550,345	1,370,630
Total Internal Service Funds	376,000	3,669,465	374,335	1,296,550	-	598,100	6,314,450	5,067,917	5,025,345	4,671,651
900 Police Pension	-	2,761,725	-	-	-	-	2,761,725	2,679,275	2,686,690	2,821,724
ALL FUNDS	15,334,754	18,868,321	6,933,694	20,762,871	3,008,916	15,611,022	80,519,578	107,689,554	80,435,558	62,857,506
LESS INTERFUND TRANSFERS						(15,611,022)	(15,611,022)	(25,481,448)	(21,507,204)	(11,817,747)
ALL FUNDS, LESS INTERFUND TRANSFERS	\$ 15,334,754	\$ 18,868,321	\$ 6,933,694	\$ 20,762,871	\$ 3,008,916	\$ -	\$ 64,908,556	\$ 82,208,106	\$ 58,928,354	\$ 51,039,759

VILLAGE OF GLEN ELLYN
SCHEDULE OF PROJECTED CHANGES IN FUND BALANCE / NET POSITION

Fund No. Fund Description	Audited Fund Balance / Net Position 12/31/2019	Estimated Revenues FY 2020	Estimated Expenditures FY 2020	Change in Fund Balance / Net Position FY 2020	Preliminary Fund Balance / Net Position 12/31/2020	% Change
100 General (major)	10,984,998	20,424,860	19,387,650	1,037,210	12,022,208	9.4%
300 Debt Service (major)	40,580	2,132,861	2,133,526	(665)	39,915	-1.6%
210 Motor Fuel Tax	1,027,358	1,651,400	1,519,872	131,528	1,158,886	12.8% a
240 Fire Services	3,553,579	1,837,580	1,109,675	727,905	4,281,484	20.5% b
250 Central Business District TIF	477,156	442,000	160,370	281,630	758,786	59.0% c
260 Roosevelt Road TIF	121,885	139,000	12,000	127,000	248,885	104.2% d
270 Forfeiture	54,731	86,500	278,400	(191,900)	(137,169)	0.0% e
Total Special Revenue Funds	5,234,709	4,156,480	3,080,317	1,076,163	6,310,872	20.6%
200 Corporate Reserve	63,548	572,026	23,255	548,771	612,319	863.6% f
400 Capital Projects (major)	20,768,021	18,553,706	16,568,732	1,984,974	22,752,995	9.6% g
450 Facilities Maintenance Reserve	413,291	378,750	278,500	100,250	513,541	24.3% h
Total Capital Projects Funds	21,244,860	19,504,482	16,870,487	2,633,995	23,878,855	12.4%
500 Water & Sewer	79,209,040	14,827,900	12,656,484	2,171,416	81,380,456	2.7%
530 Parking	3,761,208	11,789,623	11,960,512	(170,889)	3,590,319	-4.5%
540 Residential Solid Waste	611,008	1,704,325	1,811,550	(107,225)	503,783	-17.5% i
550 Village Links / Reserve 22	19,985,085	4,627,979	4,822,997	(195,018)	19,790,067	-1.0%
Total Enterprise Funds	103,566,341	32,949,827	31,251,543	1,698,284	105,264,625	1.6%
600 Insurance	2,294,987	3,431,790	3,475,000	(43,210)	2,251,777	-1.9%
650 Equipment Services	7,145,479	1,723,200	1,550,345	172,855	7,318,334	2.4%
Total Internal Service Funds	9,440,466	5,154,990	5,025,345	129,645	9,570,111	1.4%
900 Police Pension	32,808,661	2,989,800	2,686,690	303,110	33,111,771	0.9%
ALL FUNDS	183,320,615	87,313,300	80,435,558	6,877,742	190,198,357	3.8%

Fund Balance: The difference between fund assets and fund liabilities in a governmental fund.

Net Position: The difference between fund assets and fund liabilities in a proprietary fund.

- a. The State of Illinois capital bill increased MFT revenues by an estimated 50%, beginning September 2019.
- b. A squad was budgeted to be replaced but was deferred to 2022.
- c. The TIF increment continues to increase as the TIF matures.
- d. The TIF increment continues to increase as the TIF matures.
- e. Some differences exist on the cash basis budget versus the accrual basis fund balance which are reconciled in the audit process. The Village can only spend those funds which it has received. Please refer to the cash reserve schedule.
- f. The Village sold the property at 825 N. Main Street.
- g. The Village issued \$9.9 million in general obligation bonds in 2020.
- h. Due to staffing demands and Covid-19, some projects were not completed in 2020.
- i. A clean sweep occurred in 2020 as well as clean up from a severe summer storm.

VILLAGE OF GLEN ELLYN
SCHEDULE OF PROJECTED CHANGES IN FUND BALANCE / NET POSITION

Fund No. Fund Description	Preliminary Fund Balance / Net Position 12/31/2020	Estimated Revenues FY 2021	Estimated Expenditures FY 2021	Change in Fund Balance / Net Position FY 2021	Preliminary Fund Balance / Net Position 12/31/2021	% Change
100 General	12,022,208	18,959,118	20,824,311	(1,865,193)	10,157,015	-15.5% a
300 Debt Service	39,915	2,245,286	2,246,436	(1,150)	38,765	-2.9%
210 Motor Fuel Tax	1,158,886	1,708,400	1,338,750	369,650	1,528,536	31.9% b
240 Fire Services	4,281,484	1,851,762	891,450	960,312	5,241,796	22.4% c
250 Central Business District TIF	758,786	463,200	230,370	232,830	991,616	30.7% d
260 Roosevelt Road TIF	248,885	145,100	25,370	119,730	368,615	48.1% e
270 Forfeiture	(137,169)	4,000	136,000	(132,000)	(269,169)	96.2% f
Total Special Revenue Funds	6,310,872	4,172,462	2,621,940	1,550,522	7,861,394	24.6%
200 Corporate Reserve	612,319	600	59,230	(58,630)	553,689	-9.6%
400 Capital Projects	22,752,995	9,609,269	14,852,784	(5,243,515)	17,509,480	-23.0% g
450 Facilities Maintenance Reserve	513,541	378,750	830,000	(451,250)	62,291	-87.9% h
Total Capital Projects Funds	23,878,855	9,988,619	15,742,014	(5,753,395)	18,125,460	-24.1%
500 Water & Sewer	81,380,456	13,694,575	17,364,967	(3,670,392)	77,710,064	-4.5%
530 Parking	3,590,319	4,850,323	4,928,135	(77,812)	3,512,507	-2.2%
540 Residential Solid Waste	503,783	1,752,800	1,713,300	39,500	543,283	7.8%
550 Village Links / Reserve 22	19,790,067	5,844,850	6,002,300	(157,450)	19,632,617	-0.8%
Total Enterprise Funds	105,264,625	26,142,548	30,008,702	(3,866,154)	101,398,471	-3.7%
600 Insurance	2,251,777	3,464,436	3,758,070	(293,634)	1,958,143	-13.0% i
650 Equipment Services	7,318,334	1,543,100	2,556,380	(1,013,280)	6,305,054	-13.8% j
Total Internal Service Funds	9,570,111	5,007,536	6,314,450	(1,306,914)	8,263,197	-13.7%
900 Police Pension	33,111,771	4,587,000	2,761,725	1,825,275	34,937,046	5.5%
ALL FUNDS	190,198,357	71,102,569	80,519,578	(9,417,009)	180,781,348	-5.0%

Fund Balance: The difference between fund assets and fund liabilities in a governmental fund.

Net Position: The difference between fund assets and fund liabilities in a proprietary fund.

a. Covid-19 will decrease the Village's revenue streams in 2020.

b. The State of Illinois capital bill increased MFT revenues by an estimated 50%, beginning September 2019.

c. The fund will build up vehicle and facility reserves in FY20.

d. Increment is anticipated to increase in FY20.

e. Increment is anticipated to increase in FY20.

f. Some differences exist on the cash basis budget versus the accrual basis fund balance which are reconciled in the audit process. The Village can only spend those funds which it has received. Please refer to the cash reserve schedule.

g. The fund will transfer monies into the parking fund in 2020 to pay for the CBD parking garage.

h. Several projects planned for FY20 were deferred to FY21.

i. A transfer out of \$200,000 was made to other funds to offset the cost of health insurance to the departments.

j. A transfer out of \$300,000 was made to offset the cost of vehicle maintenance to the departments.

VILLAGE OF GLEN ELLYN
SCHEDULE OF PROJECTED CHANGES IN CASH RESERVES

Fund No. Fund Description	Cash Available 1/1/2020	Preliminary Inflow / (Outflow) FY20	Budgeted Inflow / (Outflow) FY21	Projected Available 12/31/2021	Cash Reserve Policy Level	Projected Above Reserve Policy 12/31/2021
100 General ¹	10,014,717	1,037,210	(1,865,193)	9,186,734	6,183,000	3,003,734
300 Debt Service	41,130	(665)	(1,150)	39,315	N/A	N/A
210 Motor Fuel Tax	1,020,417	131,528	369,650	1,521,595	N/A	N/A
240 Fire Services	3,275,617	727,905	960,312	4,963,834	N/A	N/A
250 Central Business District TIF	499,835	281,630	232,830	1,014,295	N/A	N/A
260 Roosevelt Road TIF	121,885	127,000	119,730	368,615	N/A	N/A
270 Forfeiture	323,924	(191,900)	(132,000)	24	N/A	N/A
Total Special Revenue Funds	5,241,678	1,076,163	1,550,522	7,868,363	N/A	N/A
200 Corporate Reserve	30,086	548,771	(58,630)	520,227	N/A	N/A
400 Capital Projects	20,540,631	1,984,974	(5,243,515)	17,282,090	N/A	N/A
450 Facilities Maintenance Reserve	523,285	100,250	(451,250)	172,285	N/A	N/A
Total Capital Projects Funds	21,094,002	2,633,995	(5,753,395)	17,974,602	N/A	N/A
500 Water & Sewer ²	17,587,391	2,171,416	(3,670,392)	16,088,415	2,408,000	13,680,415
530 Parking ³	1,707,862	(170,889)	(77,812)	1,459,161	79,600	1,379,561
540 Residential Solid Waste ³	635,740	(107,225)	39,500	568,015	428,325	139,690
550 Village Links / Reserve 22 ⁴	532,150	(195,018)	(157,450)	179,682	1,234,000	(1,054,318)
Total Enterprise Funds	20,463,143	1,698,284	(3,866,154)	18,295,273	4,149,925	14,145,348
600 Insurance	1,669,309	(43,210)	(293,634)	1,332,465	N/A	N/A
650 Equipment Services	5,029,354	172,855	(1,013,280)	4,188,929	N/A	N/A
Total Internal Service Funds	6,698,663	129,645	(1,306,914)	5,521,394	N/A	N/A
900 Police Pension	32,743,163	303,110	1,825,275	34,871,548	N/A	N/A

Cash Reserve Policies for 2021:

General Fund:	30% of operating expenditures
Water & Sewer	Reserve policy level increased annually by CPI
Parking	25% of operating expenses
Residential Solid Waste	25% of operating expenses
Village Links/Reserve 22	25% of operating expenses
All Other Funds	No specific policy set. The use of the funds are 100% reserved for specific programs or functions.

Notes:

- \$2 million of the amount over reserve policy is committed for future capital projects (parking garage, CBD street and streetscape and train station/pedestrian underpass.) Amount is anticipated to be used in 2021 in the Five Year Capital Forecast.
- Amounts over reserve policy are dedicated to capital projects. Please see the 5 year capital forecast in the Capital section of the budget.
- Amounts over reserve policy are dedicated to capital items.
- After two poor weather years and replacement of some necessary capital items, the Village Links/Reserve 22 Fund is below its policy level. Management and the Village Board are closely monitoring this fund and plan to rebuild the reserves. In 2023, approximately \$300,000 of debt service will sunset, which will help the fund's financial position.

VILLAGE OF GLEN ELLYN
SUMMARY OF EXPENSES/EXPENDITURES BY DEPARTMENT

	2020	2020	2020	2021	2021
	BUDGET	REVISED BUDGET	PROJECTION	BUDGET	% CHG 2020
Administration					
General Fund					
Village Board & Clerk	113,500	113,500	107,871	115,249	1.5%
Village Manager's Office	792,645	792,645	1,219,150	1,279,345	61.4%
Facilities Maintenance	839,385	839,385	794,760	839,015	0.0%
Information Technology	652,170	652,170	872,650	830,265	27.3%
Senior Services	90,850	90,850	90,125	93,600	3.0%
History Park	27,180	27,180	26,170	28,850	6.1%
Law	326,630	326,630	357,330	324,605	-0.6%
Economic Development	642,480	642,480	434,350	544,580	-15.2%
Central Business District TIF Fund	135,370	148,870	160,370	230,370	70.2%
Roosevelt Road TIF Fund	25,370	25,370	12,000	25,370	0.0%
Residential Solid Waste Fund	1,705,700	1,705,700	1,811,550	1,713,300	0.4%
Facilities Maintenance Reserve Fund	431,500	618,500	278,500	830,000	92.4%
Corporate Reserve Fund	15,000	15,000	23,255	59,230	294.9%
Total Administration	5,797,780	5,998,280	6,188,081	6,913,779	19.2%
Finance					
General Fund					
Finance - Administration	652,740	659,940	593,336	600,590	-8.0%
Finance - Cashiers Office	335,275	335,275	308,238	339,124	1.1%
Debt Service Fund	2,475,976	2,475,976	2,133,526	2,246,436	-9.3%
Insurance Fund	3,442,070	3,442,070	3,475,000	3,758,070	9.2%
Police Pension Fund	2,679,275	2,679,275	2,686,690	2,761,725	3.1%
Total Finance	9,585,336	9,592,536	9,196,790	9,705,945	1.3%
Community Development					
General Fund					
Planning	585,500	585,500	577,300	591,200	1.0%
Building	1,247,400	1,247,400	1,243,039	1,404,900	12.6%
Total Community Development	1,832,900	1,832,900	1,820,339	1,996,100	8.9%
Police					
General Fund					
Police Administration	1,484,703	1,484,703	1,431,285	1,366,750	-7.9%
Police Operations	6,399,361	6,469,361	6,392,100	7,122,848	11.3%
Police Investigations	1,281,708	1,281,708	1,237,300	1,322,320	3.2%
Fofeiture Fund	-	-	278,400	136,000	0.0%
Total Police	9,165,772	9,235,772	9,339,085	9,947,918	8.5%
Fire/EMS					
General Fund					
Fire	339,860	339,860	313,100	343,980	1.2%
EMS	500,075	500,075	534,820	514,800	2.9%
Fire Services Fund	1,418,428	1,498,428	1,109,675	891,450	-37.2%
Total Fire/EMS	2,258,363	2,338,363	1,957,595	1,750,230	-22.5%
Public Works					
General Fund					
Administration	813,549	817,896	794,532	891,305	9.6%
Streets	1,329,095	1,330,060	1,235,545	1,306,160	-1.7%
Forestry	1,103,135	1,113,964	824,649	964,825	-12.5%
Parking Fund	16,238,960	16,268,738	11,960,512	4,928,135	-69.7%
Water & Sewer Fund	19,250,425	20,238,383	12,656,484	17,364,967	-9.8%
Equipment Services Fund	1,477,680	1,625,847	1,550,345	2,556,380	73.0%
Capital Projects Fund	27,446,761	30,596,612	16,568,732	14,852,784	-45.9%
Motor Fuel Tax Fund	848,188	979,454	1,519,872	1,338,750	57.8%
Total Public Works	68,507,793	72,970,954	47,110,671	44,203,306	-35.5%
Village Links/ Reserve 22	5,720,748	5,720,748	4,822,997	6,002,300	4.9%
GRAND TOTAL	102,868,692	107,689,553	80,435,558	80,519,578	-21.7%



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

Meeting 11/9/2020 7:00 PM
Department: Finance
Department Head: Christina Coyle
Category: Ordinance
Prepared By: Christina Coyle

**AGENDA ITEM (ID
2020-635)**

DOC ID: 2020-635

Motion to approve the first reading of an Ordinance for the levy and assessment of taxes in the amount of \$15,134,426 for the fiscal year beginning January 1, 2021 and ending December 31, 2021, of the Village of Glen Ellyn and the Glen Ellyn Public Library.

Statement of the Issue:

At the November 9, 2020 meeting, the Village Board will consider the 2020 property tax levy. The meeting will include a public hearing and a first reading of the levy ordinance with a non-binding “straw vote” immediately following. For the levy, the board approves both the Village’s levy as well as the Glen Ellyn Public Library Levy.

Analysis:

The property tax ordinance adopted by the Village includes both the levy for the Village as well as the levy for the Glen Ellyn Public Library. The approval of the Library levy is an administrative function of the Village only. The Library Board has the full authority to determine the Library’s levy. The Library levy was approved by the Glen Ellyn Public Library Board at their September 30, 2019 meeting. The resolution from that meeting is attached. Representatives from the Glen Ellyn Public Library will be in attendance at the November 9, 2020 meeting. The levy for the Glen Ellyn Public Library decreased by 4.1% over the prior year’s levy. The Build America Bonds retired in 2020 and that levy for the library is no longer applicable, which counts for the decrease in the Library levy. Attached to this item is a summary of the change in the levy from the prior year to the current proposed levy for both the Village and the Library.

For many years, the Village has held itself to the maximum of the “tax capped” levy that a non-home rule community or district would be limited to, even though the Village is a home rule community and is not bound by the “tax cap” laws. By holding itself to the “tax cap” laws, the Village is permitted to increase the levy for new growth and CPI. CPI is set each year by DuPage County following the requirements in state statute and CPI is 2.3% for the 2020 levy year. Five years ago, the Village Board set forth a policy to use last year’s actual new growth for the current levy year, such that new growth is levied for in arrears. This eliminates any estimation error by using a prior year actual number. The property tax levy included in the truth

in taxation notice included both CPI and new growth.

The Village Board provided feedback at the November 2, 2020 Village Board workshop to only include a CPI increase in the levy, but to remove any increase for new growth, citing providing some relief to taxpayers as an important consideration. The Village Board indicated that a cost of living or CPI increase was reasonable for the Village to keep in with cost increases that it incurs, but that a new growth factor should be removed for the 2020 levy.

Therefore the Village's levy will be increased by 2.3% for the 2020 levy, which increases the General Fund levy by \$82,704 or 2.3% and the Capital Projects Fund levy by \$90,000 or 2.3%

There are two ways to estimate the impact to the average homeowner of these levy options. The first is to calculate a simple estimate to divide the total increase by an approximate 8,200 taxpayers. This equates to a \$21.06 increase per property/household.

However, as taxes are distributed based on equalized assessed value, the increase is distributed to the taxpayer based on their house's EAV as a proportion of the entire Village EAV. The best way to understand this in simple terms, is that the levy is a pie and the EAV determines what portion of the pie each taxpayer pays for. Attached is an analysis which tracks the progression of a house that was valued at \$500,000 in 2010. This illustrates that the impact of the 2020 levy would be an increase of \$5.82 for the Village's levy.

It is also important to convey that the Village is approximately 6.8% of the entire tax bill and the Glen Ellyn Public Library is approximately 4.3%. To illustrate this, a history of the tax bill percentages is attached to this memo.

Following the public hearing and first reading on November 9, the Village Board is scheduled to approve the levy at the December 14 meeting. This levy and the SSA ordinances, must be passed and filed with DuPage County in December.

In January, the property tax abatement ordinances will be considered for both Village Links Bond issues, the Police Station Bond issue, and the Capital Projects Bond issues. The DuPage County Clerk's Office prefers to have abatements filed no later than February, but sooner is preferred.

Budget Impact:

The property tax levy is included in the 2021 budget.

Action Requested:

Motion to approve a first reading of the property tax levy.

Attachments:

1. 2020 Property Tax Calculation
2. Sample 2019 Tax Bill
3. Historical Comparison of Taxes Paid to the Village
4. Signed Library Levy
5. 2020 Property Tax Levy Ordinance

VILLAGE OF GLEN ELLYN

2020 PROPERTY TAX LEVY

(to be collected in FY2020)

	2019	2019	2020	Change from Taxes Extended		Change from Original Levy	
	Levy	Taxes Extended	Proposed Levy	\$ Inc/(Dec)	% Inc/(Dec)	\$ Inc/(Dec)	% Inc/(Dec)
VILLAGE LEVY:							
Operating - General Fund	\$ 3,595,818	\$ 3,632,313	3,678,522	\$ 46,209	1.3%	\$ 82,704	2.3%
Operating - Capital Fund	<u>3,913,031</u>	<u>3,952,746</u>	<u>4,003,031</u>	<u>50,285</u>	1.3%	<u>90,000</u>	2.3%
Total	7,508,849	7,585,059	7,681,553	96,494	1.3%	172,704	2.3%

LIBRARY LEVY:							
Operating	\$ 4,204,995	\$ 4,248,904	\$ 4,551,904	\$ 303,000	7.1%	\$ 346,909	8.2%
Bond Payments	<u>490,132</u>	<u>496,488</u>	<u>-</u>	<u>(496,488)</u>	-100.0%	<u>(490,132)</u>	-100.0%
Total	4,695,127	4,745,392	4,551,904	(193,488)	-4.1%	(143,223)	-3.1%

TOTAL, VILLAGE AND LIBRARY							
Operating	\$ 7,800,813	\$ 7,881,217	\$ 8,230,426	\$ 349,209	4.4%	\$ 429,613	5.5%
Operating - Capital	<u>3,913,031</u>	<u>3,952,746</u>	<u>4,003,031</u>	<u>50,285</u>	1.3%	<u>90,000</u>	2.3%
Total Operating ¹	11,713,844	11,833,963	12,233,457	399,494	3.4%	519,613	4.4%
Bond Payments	<u>490,132</u>	<u>496,488</u>	<u>-</u>	<u>(496,488)</u>	-100.0%	<u>(490,132)</u>	-100.0%
Total	<u>\$ 12,203,976</u>	<u>\$ 12,330,451</u>	<u>\$ 12,233,457</u>	<u>\$ (96,994)</u>	-0.8%	<u>\$ 29,481</u>	0.2%

Abatements ²							
	2010 Refunding Bonds	347,055	Village Links				
	2012 Clubhouse Renovation Bonds	309,028	Village Links				
	2015 General Obligation Bonds	954,544	Capital Projects Fund				
	2018 General Obligation Bonds	682,219	Capital Projects Fund				
	2020 General Obligation Bonds	<u>608,123</u>					
		2,900,969					

Total Tax Levy Ordinance Amount \$ 15,134,426

¹ Total operating increase is subject to required public hearing under the Truth in Taxation Act if percentage increase, excluding debt, is greater than 5.0% of taxes extended in prior year.

² Abatement ordinances will be considered at a future meeting.

Note: There may be slight differences due to rounding



2019 DU PAGE COUNTY*

REAL ESTATE TAX BILL

2019 Rate**	2019 Tax	%	District
3.3558	5,038.73	45.7%	Grade School District #41
2.2296	3,347.73	30.4%	High School District #87
0.5011	752.40	6.8%	Village of Glen Ellyn
0.3057	459.00	4.2%	Glen Ellyn Park District
0.3135	470.71	4.3%	Glen Ellyn Public Library
0.2112	317.21	2.9%	College of DuPage #502
0.1655	248.48	2.3%	DuPage County
0.1242	186.48	1.7%	DuPage Forest Preserve
0.1130	169.66	1.5%	Milton Township
0.0141	21.17	0.2%	DuPage Airport Authority
0.0124	18.61	0.2%	Milton Township Mosquito Dist
7.3461	\$ 11,030		

* 2019 taxes were levied in December, 2019, and collected/remitted during 2020.

** Per \$100 of assessed value.

1. District 89 2016 rate was 3.7238

Market Value = \$468,500

Assessed Home Value = \$145,110

Historical Comparison of Taxes Paid to the Village
Typical Glen Ellyn Home
Base year: 2010 with a home value of \$500,000, adjusted annually by base EAV change

Levy year	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Notes
Taxes paid in calendar year	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	
Fiscal year revenue	FY11/12	FY12/13	FY13/14	SY2014	CY2015	CY2016	CY2017	CY2018	CY2019	CY2020	CY2021	
Village wide EAV	\$ 1,432,936,963	\$ 1,324,205,107	\$ 1,242,662,471	\$ 1,192,595,149	\$ 1,182,030,858	\$ 1,274,064,910	\$ 1,354,874,304	\$ 1,421,423,354	\$ 1,484,168,994	\$ 1,513,681,682	\$ 1,552,423,281	2020 levy assumes new growth of 0% and CPI increase of 2.3%
Village wide EAV change \$		\$ (108,731,856)	\$ (81,542,636)	\$ (50,067,322)	\$ (10,564,291)	\$ 92,034,052	\$ 80,809,394	\$ 66,549,050	\$ 62,745,640	\$ 29,512,688	\$ 38,741,599	
Village wide EAV change %		-7.6%	-6.2%	-4.0%	-0.9%	7.8%	6.3%	4.9%	4.4%	2.0%	2.6%	
Base EAV Growth		-8.2%	-6.8%	-4.6%	-1.7%	5.0%	5.1%	4.2%	4.4%	2.0%	2.0%	Used PY base growth as an estimate of base growth for 2020
Home value	\$ 500,000	\$ 459,027	\$ 428,031	\$ 408,302	\$ 401,440	\$ 421,621	\$ 443,211	\$ 461,662	\$ 482,041	\$ 491,626	\$ 501,402	Based on overall Village change in EAV. Base year is 2010, adjusted annually by base EAV percentage change.
EAV	\$ 166,700	\$ 153,009	\$ 142,677	\$ 136,101	\$ 133,813	\$ 140,540	\$ 147,737	\$ 153,887	\$ 160,680	\$ 163,875	\$ 167,134	
Percent change		-8.2%	-6.8%	-4.6%	-1.7%	5.0%	5.1%	4.2%	4.4%	2.0%	2.0%	
Village tax rate	0.4253	0.4724	0.5213	0.5635	0.5681	0.5451	0.5184	0.5063	0.4971	0.5011	0.4948	
Taxes paid to Village	\$ 709	\$ 723	\$ 744	\$ 767	\$ 760	\$ 766	\$ 766	\$ 779	\$ 799	\$ 821	\$ 827	
Dollar change		\$ 14	\$ 21	\$ 23	\$ (7)	\$ 6	\$ (0)	\$ 13.26	\$ 19.61	\$ 22.44	\$ 5.82	
Percent change		2.0%	2.9%	3.1%	-0.9%	0.8%	0.0%	1.7%	2.5%	2.8%	0.7%	

Note: This projection assumes that the assessment value of the home trends equitably with other properties in Glen Ellyn. Any change in this equitable trend will affect the property taxes of this home.

County of DuPage)

State of Illinois)

Glen Ellyn Public Library Board of Trustees

Resolution 2020-3

RESOLVED that pursuant to Paragraph 6, Section 5/4-10, Chapter 75 Illinois Compiled Statutes, the Board of Library Trustees of the Village of Glen Ellyn at its meeting held September 21, 2020 determined that the amount of money which in its judgment it will be necessary to levy for all library purposes for its fiscal year January 1, 2021 to December 31, 2021 is:

\$4,551,904

of which the sum of the total for corporate purposes is **\$3,914,504** and the total for special levies is **\$637,400**. It is requested that such amount be included in the tax levy ordinance to be adopted by the Trustees of the Village of Glen Ellyn for tax year 2020, said levy to be made pursuant to Section 5/3-5 of said Chapter 75 and pursuant to the provisions of the Illinois Municipal Code, such amount to be received by the Library during fiscal year January 1, 2021 to December 31, 2021.

RESOLVED that pursuant to Paragraph 6, Section 5/4-10, Chapter 75, Illinois Compiled Statutes, the Board of Library Trustees of the Village of Glen Ellyn, at its meeting held September 21, 2020, determined that the fiscal requirements of the Library for its fiscal year January 1, 2021 to December 31, 2021 for corporate purposes are:

	FY 2021 Operating Fund Appropriation	Corporate Tax Levy Tax Year 2020	Other Revenue Sources
Salaries-Regular	\$2,450,000	\$2,375,000	\$75,000
Salaries-Overtime	\$10,000	\$5,000	\$5,000
Employee Insurance	\$370,000	\$345,000	\$25,000
Recruiting & Testing	\$500	\$300	\$200
Dues & Memberships	\$5,100	\$3,100	\$2,000
Employee Education	\$50,000	\$35,000	\$15,000
Travel	\$550	\$304	\$246
Marketing	\$15,000	\$10,200	\$4,800
Sales & Use Tax	\$8,500	\$0	\$8,500
Professional Services - Village	\$5,500	\$3,500	\$2,000
Professional Services - Legal	\$8,000	\$5,000	\$3,000
Professional Services - Other	\$55,000	\$40,000	\$15,000
Property & Casualty Insurance	\$40,000	\$30,000	\$10,000
SUI Payments	\$10,000	\$5,000	\$5,000
Maintenance Services - Contracts	\$180,000	\$140,900	\$39,100
Maintenance Services -Capital R & R	\$165,000	\$110,000	\$55,000
Software Maintenance & Licensing	\$67,000	\$55,000	\$12,000
Telecommunications	\$50,000	\$36,000	\$14,000
Utilities	\$19,000	\$10,000	\$9,000
Postage	\$26,000	\$20,000	\$6,000
Printing	\$30,000	\$22,000	\$8,000
Programs	\$85,000	\$60,000	\$25,000
Adult Materials	\$395,000	\$335,000	\$60,000
Youth Materials	\$95,000	\$80,000	\$15,000
Cancellation Refunds	\$2,500.00	\$500	\$2,000
Lost Materials	\$2,500	\$1,000	\$1,500
Office Supplies	\$65,000	\$48,700	\$16,300
Food and Beverage	\$50,000	\$20,000	\$30,000
Maintenance Supplies	\$24,000	\$18,000	\$6,000
Equipment	\$60,000	\$45,000	\$15,000
Automation Services	\$70,000	\$55,000	\$15,000
Total Corporate Fund Levy:	\$4,414,150	\$3,914,504	\$499,646

And request that such amounts be included in the 2020 Levy Ordinance to be adopted by the Trustees of the Village of Glen Ellyn, such money to be received during its fiscal year January 1, 2021 through December 31, 2021.

RESOLVED that pursuant to Section 5-5/8, Chapter 75, Illinois Compiled Statutes, the Library Board specifies that the unexpended balance of the proceeds from taxes levied for the purpose herein above received shall be accumulated and set aside, as a specific reserve

fund, for any of the purposes set forth in Section 5/5-8, and it is further resolved that the Board will adopt a plan or plans for this fund, which may be amended as circumstances require.

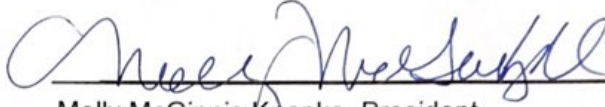
RESOLVED that in addition to the request for levy for corporate library purposes, as approved September 21, 2020 the Library Board requests the following special levies be included in the 2020 Levy Ordinance of the Village of Glen Ellyn, pursuant to Paragraph 6, section 5-4-10, Chapter 75, Illinois Compiled Statutes, and Paragraph 6, Section 5-4-14, Chapter 75, and Paragraph 10/9-107, Chapter 745 and Paragraphs 5/7-169 and 5/21-110 of Chapter 401, of the same statutes, such money to be received during its fiscal year January 1, 2021 through December 31, 2021.

	FY 2021 Corporate Operating Fund Appropriation	Tax Levy Tax Year 2020	Other Revenue Sources
Social Security (FICA)	\$190,000	\$165,000	\$25,000
IMRF	\$195,000	\$160,000	\$35,000
Audit Services	\$6,500	\$5,900	\$600
Building & Maintenance	\$315,000	\$303,000	\$12,000
Liability Insurance, Workers Compensation, Unemployment Compensation	\$10,500	\$3,500	\$7,000
Total Special Levies:	\$717,000	\$637,400	\$79,600
Total ALL Revenue Sources	\$5,131,150	\$4,551,904	\$579,246

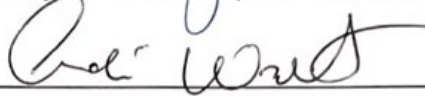
The Library Board specifies that the unexpended balance of the proceeds received from each special levy indicated above shall be retained for use only as permitted for each levy.

Ayes: 7 Nays: 0 Absent: 0

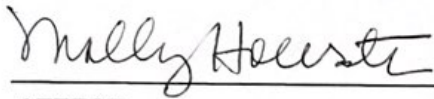
ADOPTED by the Board of Library Trustees, October 19, 2020



Molly McGinnis Knapke, President



Andre Wright, Treasurer



ATTEST:

Molly Hoerster, Secretary



Village of Glen Ellyn

Ordinance No. _____

**An Ordinance for the Levy and Assessment of Taxes in the Amount of \$15,134,426
for the Fiscal Year Beginning January 1, 2021 and Ending December 31, 2021,
of the Village of Glen Ellyn, DuPage County, Illinois**

Adopted by the
President and the 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__.

PREPARED BY AND MAIL TO:

VILLAGE OF GLEN
ELLYN
ATTN: VILLAGE CLERK
535 DUANE STREET
GLEN ELLYN, IL 60137

Ordinance No. _____

**An Ordinance for the Levy and Assessment of Taxes in the
Amount of \$15,134,426 for the Fiscal Year Beginning January 1,
2021 and Ending December 31, 2021, of the Village of Glen Ellyn,
DuPage County, Illinois**

Whereas, the Board of Trustees of the Village of Glen Ellyn, County of DuPage and the State of Illinois did on the 14th day of December, 2020, pass the Annual Budget for the Village of Glen Ellyn, the amount of which is ascertained to be the aggregate of \$56,747,791 for operational purposes of the Village and \$23,771,787 for capital and debt expenditures, which said Budget was duly considered and heard by public hearing on the 9th day of November, 2020, in accordance with the provisions of Chapter 65, 5/8-2-9, Illinois Compiled Statutes; and

Whereas, the Board of Directors of the Glen Ellyn Public Library determined on October 19, 2020, the financial requirements of the Library for the fiscal year beginning January 1, 2021, and ending December 31, 2021, the amount of which, in the judgment of the Board of Library Directors, would be necessary to levy for Library purposes in this annual Tax Levy Ordinance, in the amount of \$4,551,904 for general operational purposes; and

Whereas, the Board of Trustees of the Village of Glen Ellyn at an open meeting held on November 9, 2020, and adoption of the annual budget on December 14, 2020, the request of the Board of Directors of the Glen Ellyn Public Library, and all sources of revenue available to the Village of Glen Ellyn and determined the amounts of money, exclusive of any cost of conducting an election required by the general election law and any debt service levies, estimated to be necessary to be raised by taxation for operating expenses for the fiscal year ending December 31, 2021 upon the taxable property in the Village of Glen Ellyn to be \$12,233,457 (\$7,681,553 Village, \$4,551,904 Library), which is an increase from the amount of property taxes extended

upon the levy of the preceding year, exclusive of debt service levies and levies for required election costs, by \$399,494 or 3.4%; and

Whereas, the Village of Glen Ellyn has financed the construction of significant capital projects through the issuance of General Obligation Bonds, debt service payments for which have been determined to be \$2,900,969 for the fiscal year 2021, which includes possible abatements totaling \$2,900,969 which will be considered by the Village Board prior to the extension of 2020 property taxes by DuPage County next spring; and

Whereas, a public hearing on the proposed tax levy was held on November 9, 2020 as required by the Truth in Taxation Law (35 ILCS 200/18-55);

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: That the amount of appropriations for all corporate purposes legally made, except debt service expenditures, to be collected from the tax levy of the current fiscal year is hereby ascertained to be \$12,233,457 and the total amount of debt service expenditures to be collected from the tax levy of the current fiscal year is hereby ascertained to be \$2,900,969 thereby resulting in the total amount of all appropriations, including debt service expenditures, to be collected from the tax levy of the current fiscal year to be \$15,134,426.

Section Two: That the sum of \$15,134,426, being the total amounts budgeted heretofore in accordance with law and which are to be collected from the tax levy of the current fiscal year of the Village of Glen Ellyn for all corporate purposes of said Village of Glen Ellyn and for purposes of funding the General Corporate Fund, Capital Projects Fund, Bond and Interest Funds, and Public Library Fund, as heretofore legally budgeted for the current fiscal year

by an Annual Budget Ordinance of the Village of Glen Ellyn for the 2021 fiscal year, passed and approved by the President and Board of Trustees of said Village at a legally convened meeting of December 14, 2020, and the same is hereby levied upon all the taxable real property in the Village of Glen Ellyn subject to taxation for the current year; the specific amounts as levied for the various funds heretofore named being included herein by being placed in separate columns under the heading "To Be Raised By Tax Levy" which appears over the same, the tax so levied being for the current fiscal year of said Village, and for said amounts budgeted to be collected from said tax levy, the total of which has been ascertained as aforesaid and being as follows:

SPECIAL PURPOSES TAX FUNDS

<u>LEVY</u>	<u>AMOUNT BUDGETED</u>	<u>TO BE RAISED BY TAX LEVY</u>
GENERAL PURPOSE: (Police)	\$9,811,918	\$3,678,522
GENERAL PURPOSE: (Capital Projects)	\$14,852,784	\$4,003,031
G.O. BONDS, 2020: General Obligation Bonds, 2020 Principal of \$340,000 and Interest of \$268,123 (Per Ordinance No. 6802, passed 8/24/2020). (Capital Projects - \$9.475 million, to be abated from Capital Projects Fund revenues by separate Ordinance)	\$608,123	\$608,123
G.O. BONDS, 2018: General Obligation Bonds, 2018 Principal of \$390,000 and Interest of \$292,219 (Per Ordinance No. 6642, passed 11/12/2018). (Capital Projects - \$9.9 million, to be abated from Capital Projects Fund revenues by separate Ordinance)	\$682,219	\$682,219
G.O. BONDS, 2015: General Obligation Bonds, 2015 Principal of \$580,000 and Interest of \$374,544 (Per Ordinance No. 6332, passed 07/13/15). (Police Station - \$13.435 million, to be abated from Capital Projects Fund revenues by separate Ordinance)	\$954,544	\$954,544

G.O. BONDS, 2012:

General Obligation Bonds, 2012 Principal of \$240,000 and Interest of \$69,028 (Per Ordinance No. 6079, passed 09/25/12). (Village Links Clubhouse Renovation - \$5.0 million, to be abated from golf course revenues by separate Ordinance)	\$309,028	\$309,028
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G.O. REFUNDING BONDS, SERIES 2010:

General Obligation Refunding Bonds, 2010 Principal of \$330,000 and Interest of \$17,055 (Per Ordinance No. 5889, passed 10/11/10). (Village Links Renovation - \$4.58 million, to be abated from golf course revenues by separate Ordinance)	\$347,055	\$347,055
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TOTAL VILLAGE, ALL LEVIES

\$27,565,671	\$10,582,522
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ESTABLISHMENT AND MAINTENANCE OF
FREE PUBLIC LIBRARY

Library General Purpose Levy	\$4,414,150	\$3,914,504
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Library Social Security Contribution	\$190,000	\$165,000
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Library IMRF Contribution	\$195,000	\$160,000
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Library Audit Fund	\$6,500	\$5,900
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Building & Maintenance	\$315,000	\$303,000
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Liability Insurance, Workers Compensation, Unemployment Compensation	\$10,500	\$3,500
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TOTAL LIBRARY, ALL LEVIES

\$5,131,150	\$4,551,904
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SUMMARY OF TAX FUND LEVIES

General Purpose Levy (Police)	\$9,811,918	\$3,678,522
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General Purpose Levy (Capital Projects)	\$14,852,784	\$4,003,031
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2020 G.O. Bonds (Capital Projects)	\$608,123	\$608,123
2018 G.O. Bonds (Capital Projects)	\$682,219	\$682,219
2015 G.O. Bonds (Police Station)	\$954,544	\$954,544
2012 G.O. Bonds (Village Links Clubhouse Renovation)	\$309,028	\$309,028
2010 G.O. Refunding Bonds (Village Links Renovation)	\$347,055	\$347,055
Library General Purpose Levy	\$4,414,150	\$3,914,504
Library Social Security Contribution	\$190,000	\$165,000
Library IMRF Contribution	\$195,000	\$160,000
Library Audit Fund	\$6,500	\$5,900
Building & Maintenance	\$315,000	\$303,000
Liability Insurance, Workers Compensation, Unemployment Compensation	\$10,500	\$3,500
TOTAL	<u>\$32,696,821</u>	<u>\$15,134,426</u>

RECAP OF TAX LEVIES

Village of Glen Ellyn General Levy	\$7,681,553
Village of Glen Ellyn Debt Service Levy	\$2,900,969
Glen Ellyn Public Library General Levy	\$3,914,504
Glen Ellyn Public Library Special Funds and Levies	\$637,400
TOTAL	<u>\$15,134,426</u>

Section Three: That the amounts budgeted and not expressly itemized and carried forward in this Tax Levy Ordinance will be paid out of monies from sources other than the tax levy.

Section Four: That the total amount of \$15,134,426 ascertained as aforesaid, be hereby levied and assessed on all property subject to taxation within the Village of Glen Ellyn according to the value of said property as the same is assessed and equalized for state and county purposes

for the current year.

Section Five: That it is hereby certified to the County Clerk of DuPage County, Illinois, the total amount of \$15,134,426 which the Village of Glen Ellyn requires to be raised by taxation for the current fiscal year of the Village, and the Village Clerk of the Village is hereby ordered and directed to file with the County Clerk of said county on or before the time required by law a certified copy of this ordinance.

Section Six: That it is hereby certified to the County Clerk of DuPage County, Illinois, that the President and Board of Trustees, acting as the corporate authorities of the Village of Glen Ellyn, DuPage County, Illinois, have complied and conformed with all the requirements of the Truth in Taxation Act, (Illinois Compiled Statutes, Chapter 35, Sections 200/18-55 et seq.), where required, and the President of said Village is hereby ordered and directed to file with the County Clerk of said county, together with the certified copy of this ordinance as provided hereinabove, a certification that said Village complied with all requirements of the Truth in Taxation Act, if required by law or by the said County Clerk.

Section Seven: This ordinance shall take effect and be in full force and effect from and after its passage and approval, as provided by law.

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

Ayes		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
		Kelli Christiansen				
Nayes		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
		Kelli Christiansen				
Absent		Diane McGinley		Steve Thompson		Mark Senak

	Craig Pryde		Bill Enright		Gary Fasules
	Kelli Christiansen				

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

Village President

Attest:

Village Clerk

AFFIX VILLAGE SEAL

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

STATE OF ILLINOIS)

COUNTY OF DU PAGE)

I, Diane McGinley, do hereby certify that I am the duly qualified and acting Village President of the Village of Glen Ellyn, DuPage County, Illinois.

I do further certify that the Village of Glen Ellyn, DuPage County, Illinois, has complied and conformed with all the requirements of the Truth in Taxation Act, (Illinois Compiled Statutes, Chapter 35, Sections 200/18-55 et seq.), in connection with its 2020 Tax Levy Ordinance (Ordinance No. _____).

IN WITNESS WHEREOF, I hereunto affix my official signature at Glen Ellyn, Illinois, this _____ day of _____, 2020.

Village President

(SEAL)

CERTIFICATION

I, John Chereskin, duly elected Village Clerk of the Village of Glen Ellyn, Illinois, do hereby certify that the attached is the true original copy of Ordinance No. _____, passed by the Board of Trustees of the Village of Glen Ellyn, Illinois, at the _____ Meeting of said Board held on the _____ day of _____, and that the same was signed and approved by the President of said Village on the _____ day of _____.

I do further certify that the original is entrusted to me as Village Clerk of said Village for safekeeping and that I am the lawful custodian and keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Glen Ellyn, Illinois, this _____ day of _____.

Village Clerk

CORPORATE SEAL