



Agenda
Village of Glen Ellyn
Regular Village Board Meeting
Monday, March 22, 2021
7:00 PM
Glen Ellyn Civic Center, Galligan Board Room
Meeting Held Virtually - Via Zoom Only

Meeting Procedures Statement

This meeting will be conducted by audio and video conference as well as broadcasted on cable and streamed online without a physically present quorum of the Village Board because of a disaster declaration related to COVID-19 and public health concerns affecting the Village of Glen Ellyn. The Illinois General Assembly passed Senate Bill 2135 on May 23, 2020, which was signed by the Governor on June 12, 2020. Senate Bill 2135 (now Public Act 101-0640) amends the Open Meetings Act and allows the Village Board to participate electronically in Board meetings when it is not feasible due to a disaster such as COVID-19. The Village has determined that an in-person meeting at the Civic Center is not practical or prudent because of the disaster. The Village Manager and Village Clerk will be in attendance at the Civic Center in compliance with the Act.

To participate in this meeting at the appointed date and time, please visit the following link: <https://us02web.zoom.us/j/89683345232?pwd=bFZNcC9JTmlYbUVvQnZHS1ZUGd1Zz09>

Password: 874906

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: 896 8334 5232

Passcode: 874906

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

1) Open:

The Illinois General Assembly passed Senate Bill 2135 on May 23, 2020, which was signed by the Governor on June 12, 2020. Senate Bill 2135 (now Public Act 101-0640) amends the Open Meetings Act and allows the Village Board to participate electronically in Board meetings when it is not feasible due to a disaster such as COVID-19. To participate in this meeting at the appointed date and time, please visit:

<https://us02web.zoom.us/j/89683345232?pwd=bFZNeC9JTmlYbUVvQnZHS1IzUGd1Zz09>

In lieu of participating in the electronic 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. Members of the public are welcome to speak or submit public comment forms on 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 may speak up to (3) three minutes on those items or may submit public comment forms which will be read into the record during that agenda item.

E. Village Clerk Recognition

- 1) The Police Department received a letter of from Ellen Melka expressing her appreciation for the plaque received commemorating her continuous support to the Glen Ellyn Police Department

F. Presentation

- 1) Executive Director Carol White of the Alliance of Downtown Glen Ellyn will present a quarterly report to the Village Board.
- 2) Board President Kim Reed of the Glen Ellyn Youth and Family Counseling Services will present an update to the Village Board.

G. 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 \$2,548,377.90. 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) - \$2,548,377.90
- 2) February 16, 2021 Village Board Workshop Meeting Minutes
- 3) February 22, 2021 Village Board Meeting Minutes
- 4) March 8, 2021 Village Board Meeting Minutes
- 5) Approve the Recommendation of Acting Village President Fasules for the Appointment of Environmental Commissioner, Karin Daly, for a Term Ending May 31, 2024 and Appointment of Environmental Commissioner, Barbara Kwiatkowski, for a Term Ending May 31, 2024
- 6) Ordinance No. 6858, An Ordinance Approving Three Zoning Variations From Certain Setback and Alteration Requirements for an Addition on the Property Located at 419 Hill Avenue (Community Development Director Springer)

- 7) Ordinance No. 6859, An Ordinance Extending the Expiration Date of Ordinance No. 6686 which Granted a Special Use Permit to Allow a Height Extension of the Existing Cellular Tower Located on a Portion of the Glenbard Wastewater Treatment Facility at 945 Bemis Road (Community Development Director Springer)
- 8) Resolution 21-05, A Resolution Authorizing Adoption of the 2021 Official Zoning District Map for the Village of Glen Ellyn, DuPage County, Illinois (Community Development Director Springer)
- 9) Resolution 21-06, A Resolution of the Village of Glen Ellyn Authorizing Withdrawal from Membership in a Sub-Pool and Authorizing a Petition for Full Membership in and the terms of Membership with the Intergovernmental Personnel Benefit Cooperative (Finance Director Coyle)
- 10) Amend the motion made at the February 22, 2021, Village Board meeting regarding a Contract with G.E. Riddiford of Arlington Heights, Illinois via the OMNIA Partners (U.S. Communities) Purchasing Cooperative for a 20-Year Roof Restoration for the Reno Facility to name Garland/DBS, Inc. of Cleveland, Ohio as the Contractor for project (Finance Director Coyle)
- 11) Authorize the Village Manager to Execute an Agreement with House of Doors of Brookfield, Illinois, to Complete the Removal and Replacement of Seven Overhead Doors at the Reno Center for an Amount not-to-exceed \$73,400, to be Expensed to the Facilities Maintenance Reserve Fund (Public Works Director Hansen)
- 12) Authorize the Village Manager to Execute an Agreement with BP&T for the Removal, Replacement and Repair of Metal Exterior Wall Panels for the Reno Center in the amount of \$29,000 and Painting in the amount of \$8800, including a \$5,000 contingency for additional work, to be expensed to the Facilities Maintenance Reserve Fund (Public Works Director Hansen)

H. Public Hearing for the Contract for Sale of Two Lots Adjacent to Lambert Road and Vacation of a Portion of the Kenilworth Right-of-Way (Presented by Village Attorney Mathews) (Trustee Pryde)

- 1) Motion to Open a Public Hearing regarding a Contract for Sale of Two Lots Adjacent to Lambert Road and Vacation of a Portion of the Kenilworth Right-of-Way
- 2) Motion to Close a Public Hearing regarding a Contract for Sale of Two Lots Adjacent to Lambert Road and Vacation of a Portion of the Kenilworth Right-of-Way
- 3) Motion to Approve an Ordinance No. 6860, An Ordinance Authorizing the Village to Enter a Contract for the Sale of Two Lots Adjacent to Lambert Road and Vacation of a Portion of the Kenilworth Ave. Right-of-Way, to GWG Realty, LLC, d/b/a Haggerty Chevrolet, 300 Roosevelt Road, Glen Ellyn, Illinois

I. Central Business District Streetscape Project (Presented by Senior Civil Engineer Topor) (Trustee Thompson)

- 1) Motion to Approve Ordinance No. 6861, An Ordinance Adopting the Central Business District Streetscape Design Concept and Streetscape Elements Plan for the Village of Glen Ellyn, Illinois

J. Reminders

- 1) A Village Board Meeting is scheduled for Monday, April 12, 2021 at 7:00 p.m.
- 2) A Village Board Workshop is scheduled for Monday, April 19, 2021 at 7:00 p.m.

K. Other Business

L. Adjourn



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

Meeting 3/22/2021 7:00 PM
Department: Finance
Department Head: Christina Coyle
Category: Vouchers
Prepared By: Lori Thomas

**AGENDA ITEM (ID
2021-991)**

DOC ID: 2021-991

Total Expenditures (Payroll and Vouchers) - \$2,548,377.90

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 2021-03-22

Approval of Vouchers
For the Village Board Meeting on March 22, 2021

EXPENDITURES:

Accounts Payable Warrant 0321-1	3/5/2021	\$469,535.79		
Accounts Payable Warrant 0321-2	3/12/2021	\$1,569,076.61		
	Sub-Total	\$2,038,612.40	Warrant Total	<u>\$2,038,612.40</u>

PAYROLL EXPENDITURES

March 12, 2021

Net Employee Payroll Checks	\$312,887.08		
<u>Employee & Employer Payroll Deductions:</u>			
Employee Deductions*	\$148,342.63		
IMRF - Employer contribution	\$23,689.57		
Social Security/Medicare Tax Withheld - Employer portion	<u>\$24,846.22</u>		
Total Payroll	<u>\$509,765.50</u>		<u>\$509,765.50</u>
		GRAND TOTAL	<u>\$2,548,377.90</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
13 ACCURATE OFFICE SUPPLY CO.											
114401		02/25/2021		0321-1	243608	22.47	22.47	03/01/2021	INV	PD	DOWNEY NOTARY STAMP
INVOICE:536879				CHECKDATE:03/05/2021							
114553		02/23/2021		0321-2	243673	22.47	22.47	03/09/2021	INV	PD	NOTARY STAMP - HOLSTEAD
INVOICE:537286				CHECKDATE:03/12/2021							
114556		03/01/2021		0321-2	243673	22.47	22.47	03/09/2021	INV	PD	NOTARY STAMP - J. TERRANOVA
INVOICE:537652				CHECKDATE:03/12/2021							
						67.41					
43 AMERICAN PLANNING ASSOC											
114408		02/26/2021		0321-2	243676	724.00	724.00	03/05/2021	INV	PD	E. RODMAN APA RENEWAL
INVOICE:44				CHECKDATE:03/12/2021							
44 AMERICAN PUBLIC WORKS ASSN											
114409		02/02/2021		0321-1	243611	1,800.00	1,800.00	03/05/2021	INV	PD	RENEWAL 05/01/21 - 04/30/22
INVOICE:17149 2021				CHECKDATE:03/05/2021							
65 AT&T											
114367		02/16/2021		0321-1	243612	63.55	63.55	03/05/2021	INV	PD	630Z99013102 0221
INVOICE:630Z99013102 0221				CHECKDATE:03/05/2021							
96 BONNELL INDUSTRIES, INC.											
114460		02/18/2021		0321-2	243682	575.69	575.69	03/12/2021	INV	PD	PW #204 PARTS
INVOICE:0197914-IN				CHECKDATE:03/12/2021							
114459		02/19/2021		0321-2	243682	38.57	38.57	03/12/2021	INV	PD	PW #204 PARTS
INVOICE:0197990-IN				CHECKDATE:03/12/2021							
114458		02/22/2021		0321-2	243682	556.47	556.47	03/12/2021	INV	PD	PW 10-202 PARTS
INVOICE:0198024-IN				CHECKDATE:03/12/2021							
						1,170.73					
103 BRISTOL HOSE & FITTING											
114461		02/23/2021		0321-2	243685	164.86	164.86	03/12/2021	INV	PD	INVENTORY - HYD FITTINGS
INVOICE:3450673				CHECKDATE:03/12/2021							
114 CASCO INTERNATIONAL											
114413		03/02/2021		0321-2	243686	134.93	134.93	03/05/2021	INV	PD	SAFETY STAMP REDEMPTION
INVOICE:1762178				CHECKDATE:03/12/2021							
120 CANON SOLUTIONS AMERICA, INC											
114380		02/17/2021		0321-2	243687	305.00	305.00	03/05/2021	INV	PD	COPY PAPER
INVOICE:147210685				CHECKDATE:03/12/2021							
114412		02/21/2021		0321-1	243618	1,477.70	1,477.70	03/05/2021	INV	PD	LINKS & VILLAGE COPIERS
INVOICE:26305368				CHECKDATE:03/05/2021							
						1,782.70					
151 CHICAGO TRIBUNE											

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DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
114400 INVOICE:30055547		02/08/2021		0321-1 CHECKDATE:03/05/2021	243620	338.00		338.00	03/01/2021	INV	PD	CHICAGO TRIBUNE YEARLY SUBSCRI
172 COLLEGE OF DUPAGE												
114399 INVOICE:12590		02/22/2021		0321-1 CHECKDATE:03/05/2021	243621	149.00		149.00	03/01/2021	INV	PD	J TERRANOVA - NIMS COMPLIANCE
175 COMMONWEALTH EDISON COMPANY												
114372 INVOICE:0201104136 0221		02/15/2021		0321-2 CHECKDATE:03/12/2021	243692	7,259.13		7,259.13	03/05/2021	INV	PD	0201104136 0221
114332 INVOICE:2943055045 0221		02/15/2021		0321-1 CHECKDATE:03/05/2021	243622	3,726.86		3,726.86	03/05/2021	INV	PD	2943055045 0021
						10,985.99						
204 DAILY HERALD												
114415 INVOICE:170881		02/07/2021		0321-1 CHECKDATE:03/05/2021	243628	97.75		97.75	03/05/2021	INV	PD	FORESTRY LANDSCAPE SER. PUBLIC
114590 INVOICE:171292		02/14/2021		0321-2 CHECKDATE:03/12/2021	243700	209.30		209.30	03/19/2021	INV	PD	PUBLIC NOTICES
114584 INVOICE:171620		02/21/2021		0321-2 CHECKDATE:03/12/2021	243700	407.10		407.10	03/19/2021	INV	PD	PUBLIC NOTICES
114583 INVOICE:171972		02/27/2021		0321-2 CHECKDATE:03/12/2021	243700	184.00		184.00	03/19/2021	INV	PD	PUBLIC NOTICE
						898.15						
216 DELL MARKETING L.P.												
114364 INVOICE:10465534484		02/12/2021		0321-1 CHECKDATE:03/05/2021	243629	1,423.91		1,423.91	03/05/2021	INV	PD	PW DUAL MONITORS
248 DUPAGE COUNTY CLERK												
114336 INVOICE:R21-006		02/17/2021		0321-1 CHECKDATE:03/05/2021	243631	32.00		32.00	03/05/2021	INV	PD	2018-2019 WORKSHEETS FOR AUDIT
291 EUCLID BEVERAGE, LLC												
114447 INVOICE:W-2646108		02/25/2021		0321-2 CHECKDATE:03/12/2021	243706	733.00		733.00	03/04/2021	INV	PD	BEVERAGE RESALE
114446 INVOICE:W-2649838		03/04/2021		0321-2 CHECKDATE:03/12/2021	243706	451.40		451.40	03/04/2021	INV	PD	BEVERAGE RESALE
						1,184.40						
301 FEDERAL EXPRESS CORPORATION												
114340 INVOICE:7-273-64261		02/11/2021		0321-1 CHECKDATE:03/05/2021	243636	25.16		25.16	03/05/2021	INV	PD	POSTAGE
307 1ST AYD CORPORATION												
114455		02/17/2021		0321-2	243671	286.36		286.36	03/12/2021	INV	PD	INVENTORY - CPR KIT

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:PSI431738		CHECKDATE:03/12/2021									
311 THE TERRAMAR GROUP, INC											
114482		02/23/2021		0321-2	243708	349.06	349.06	03/12/2021	INV	PD	INVENTORY - P.C. DOCKIN STATIO
INVOICE:76557		CHECKDATE:03/12/2021									
315 ACUSHNET COMPANY											
114322		02/15/2021		0321-1	243637	2,416.19	2,416.19	02/24/2021	INV	PD	MERCHANDISE FOR RESALE
INVOICE:910304461		CHECKDATE:03/05/2021									
348 GLEN ELLYN CHAMBER OF COMMERCE											
114596		03/10/2021		0321-2	243713	100.00	100.00	03/19/2021	INV	PD	GIFT CERTIFICATES PURCHASED BY
INVOICE:19590		CHECKDATE:03/12/2021									
356 GLEN ELLYN VOLUNTEER FIRE CO.											
114441		03/01/2021		0321-1	27041	168,412.50	168,412.50	03/05/2021	DIR	PD	FY21 - 2ND QTR. CONTRIBUTIONS
INVOICE:FY21-2ND QTR.		CHECKDATE:03/04/2021									
368 GRACE LUTHERAN CHURCH											
9689421		03/01/2021		0321-2	243714	320.00	320.00	03/05/2021	INV	PD	CUSTODIAL/TELECOM 0321
INVOICE:GRACE-114		CHECKDATE:03/12/2021									
427 ILLINOIS STATE TREASURER											
114419		02/11/2021		0321-1	243642	4,099.50	4,099.50	03/05/2021	INV	PD	TRAFFIC SIGN.
INVOICE:60075		CHECKDATE:03/05/2021									
497 JOSEPH K. BAKI											
114440		03/04/2021		0321-1	243614	100.00	100.00	03/05/2021	INV	PD	DIRECT DEP. REFUND - BAKI
INVOICE:114440		CHECKDATE:03/05/2021									
546 LEN'S ACE HARDWARE, INC.											
114530		01/29/2021		0321-2	243726	6.29	6.29	03/12/2021	INV	PD	OPERATING SUPPLIES
INVOICE:98492/3		CHECKDATE:03/12/2021									
114118		02/08/2021		0321-1	243646	16.73	16.73	02/18/2021	INV	PD	SHOP SUPPLIES
INVOICE:98612/3		CHECKDATE:03/05/2021									
114371		02/09/2021		0321-1	243646	7.89	7.89	03/05/2021	INV	PD	CLEANING SUPPLIES
INVOICE:98621/3		CHECKDATE:03/05/2021									
114165		02/17/2021		0321-1	243646	16.18	16.18	02/18/2021	INV	PD	CLUBHOUSE PAINT SAMPLES
INVOICE:98730/3		CHECKDATE:03/05/2021									
114167		02/18/2021		0321-1	243646	6.29	6.29	02/18/2021	INV	PD	CAULK FOR MEN'S ROOM SINK
INVOICE:98743/3		CHECKDATE:03/05/2021									
114422		02/22/2021		0321-1	243646	3.59	3.59	03/05/2021	INV	PD	CLEANING SUPPLIES
INVOICE:98785/3		CHECKDATE:03/05/2021									
114388		03/01/2021		0321-1	243646	6.29	6.29	03/01/2021	INV	PD	TOUCH-UP PAINT DINING ROOM
INVOICE:98789/3		CHECKDATE:03/05/2021									
114387		03/01/2021		0321-1	243646	5.85	5.85	03/01/2021	INV	PD	MISC NUTS & BOLTS
INVOICE:98791/3		CHECKDATE:03/05/2021									

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
114423		02/23/2021		0321-1	243646	7.19		7.19	03/05/2021	INV	PD	CLEANING SUPPLIES
INVOICE:98804/3			CHECKDATE:03/05/2021									
114498		02/24/2021		0321-2	243726	11.69		11.69	03/12/2021	INV	PD	PW 10-202 PARTS
INVOICE:98829/3			CHECKDATE:03/12/2021									
114497		02/24/2021		0321-2	243726	8.99		8.99	03/12/2021	INV	PD	PW #10-202 PARTS
INVOICE:98832/3			CHECKDATE:03/12/2021									
114389		03/01/2021		0321-1	243646	37.79		37.79	03/01/2021	INV	PD	GFCI OUTLET FOR BALL MACHINE
INVOICE:98843/3			CHECKDATE:03/05/2021									
114390		03/01/2021		0321-1	243646	6.29		6.29	03/01/2021	INV	PD	BUG SPRAY
INVOICE:98856/3			CHECKDATE:03/05/2021									
114392		03/01/2021		0321-1	243646	21.59		21.59	03/01/2021	INV	PD	TOILET TANK REPAIR KIT
INVOICE:98859/3			CHECKDATE:03/05/2021									
114391		03/01/2021		0321-1	243646	23.39		23.39	03/01/2021	INV	PD	HEAT GUN
INVOICE:98891/3			CHECKDATE:03/05/2021									
114529		03/02/2021		0321-2	243726	5.38		5.38	03/12/2021	INV	PD	SUPPLIES
INVOICE:98903/3			CHECKDATE:03/12/2021									
114543		03/04/2021		0321-2	243726	10.76		10.76	03/12/2021	INV	PD	OPERATING SUPPLIES
INVOICE:98954/3			CHECKDATE:03/12/2021									
114544		03/05/2021		0321-2	243726	17.98		17.98	03/12/2021	INV	PD	OPERATING SUPPLIES
INVOICE:98960/3			CHECKDATE:03/12/2021									
590 MEADE ELECTRIC COMPANY, INC.						220.16						
114425		02/22/2021		0321-1	243648	789.53		789.53	03/05/2021	INV	PD	OPTICOM REPAIR
INVOICE:695651			CHECKDATE:03/05/2021									
114426		02/22/2021		0321-1	243648	107.41		107.41	03/05/2021	INV	PD	TRAFFIC SIGNAL CHECK/REPAIR/RE
INVOICE:695652			CHECKDATE:03/05/2021									
596 METRO PARAMEDIC SERVICES, INC.						896.94						
114439		03/03/2021		0321-2	243728	67,347.47		67,347.47	03/05/2021	INV	PD	METRO PARAMEDIC SHORTFALL PAYM
INVOICE:114439			CHECKDATE:03/12/2021									
114502		02/01/2021		0321-2	243728	34,962.82		34,962.82	03/12/2021	INV	PD	PARAMEDIC SERVICE FEE MARCH 20
INVOICE:21-50185			CHECKDATE:03/12/2021									
612 KONICA MINOLTA BUSINESS SOLUTIONS INC						102,310.29						
114347		02/18/2021		0321-1	243645	445.00		445.00	03/05/2021	INV	PD	PW COPIER
INVOICE:436559553			CHECKDATE:03/05/2021									
114420		02/19/2021		0321-1	243645	226.00		226.00	03/05/2021	INV	PD	PD COPIER
INVOICE:436782015			CHECKDATE:03/05/2021									
114526		03/02/2021		0321-2	243725	203.00		203.00	03/12/2021	INV	PD	SENIOR CENTER COPIER
INVOICE:71632357			CHECKDATE:03/12/2021									
114365		02/14/2021		0321-1	243644	230.00		230.00	03/05/2021	INV	PD	PD COPIER
INVOICE:9007521838			CHECKDATE:03/05/2021									
624 MUNICIPAL FLEET MANAGERS ASSN.						1,104.00						
114499		03/05/2021		0321-2	243729	30.00		30.00	03/12/2021	INV	PD	MUNICIPAL FLEET MGR ASSOC 2021
INVOICE:114499			CHECKDATE:03/12/2021									

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
635 NATIONAL ELEVATOR INSPECTION SVCS INC												
114504		02/08/2021		0321-2	243732	395.00		395.00	03/12/2021	INV	PD	ELEVATOR INSPECTIONS - 437 DUA
INVOICE:0416374				CHECKDATE:03/12/2021								
114587		02/16/2021		0321-2	243732	585.00		585.00	03/19/2021	INV	PD	ELEVATOR INSPECTIONS
INVOICE:0417254				CHECKDATE:03/12/2021								
114503		02/17/2021		0321-2	243732	65.00		65.00	03/12/2021	INV	PD	ELEVATOR INSPECTIONS 405 PENNS
INVOICE:0417291				CHECKDATE:03/12/2021								
114505		02/23/2021		0321-2	243732	130.00		130.00	03/12/2021	INV	PD	ELEVATOR INSPECTIONS - 535 FOR
INVOICE:0418159				CHECKDATE:03/12/2021								
						1,175.00						
651 NORTHERN ILLINOIS GAS COMPANY												
114350		02/09/2021		0321-1	243652	2,325.56		2,325.56	03/05/2021	INV	PD	01-66-52-1000 9 0221
INVOICE:01-66-52-1000				9 0221 CHECKDATE:03/05/2021								
114535		03/01/2021		0321-2	243734	60.90		60.90	03/12/2021	INV	PD	05-47-62-1000 9 0321
INVOICE:05-47-62-1000				9 0321 CHECKDATE:03/12/2021								
114354		02/17/2021		0321-2	243736	406.81		406.81	03/05/2021	INV	PD	14-78-54-4533 0 0221
INVOICE:14-78-54-4533				0 0221 CHECKDATE:03/12/2021								
114348		02/08/2021		0321-1	243650	598.89		598.89	03/05/2021	INV	PD	24-99-00-1000 1 0221
INVOICE:24-99-00-1000				1 0221 CHECKDATE:03/05/2021								
114351		02/16/2021		0321-2	243735	195.74		195.74	03/05/2021	INV	PD	28-61-60-1000 6 0221
INVOICE:28-61-60-1000				6 0221 CHECKDATE:03/12/2021								
114352		02/16/2021		0321-1	243653	42.68		42.68	03/05/2021	INV	PD	73-43-95-0223 5 0221
INVOICE:73-43-95-0223				5 0221 CHECKDATE:03/05/2021								
114353		02/17/2021		0321-1	243654	19.69		19.69	03/05/2021	INV	PD	86-07-35-9064 7 0221
INVOICE:86-07-35-9064				7 0221 CHECKDATE:03/05/2021								
114349		02/09/2021		0321-1	243651	79.65		79.65	03/05/2021	INV	PD	87-88-52-1000 2 0221
INVOICE:87-88-52-1000				2 0221 CHECKDATE:03/05/2021								
						3,729.92						
654 NORTHEAST MULTI-REG. TRAINING												
114561		02/25/2021		0321-2	243737	255.00		255.00	03/09/2021	INV	PD	40 HOUR FTO - CARIUS
INVOICE:280466				CHECKDATE:03/12/2021								
676 PACKEY WEBB FORD, INC.												
114508		02/17/2021		0321-2	243740	82.30		82.30	03/12/2021	INV	PD	PW #227 SWITCH
INVOICE:154623				CHECKDATE:03/12/2021								
114509		02/23/2021		0321-2	243740	63.85		63.85	03/12/2021	INV	PD	PW #231 CAB MOULDING
INVOICE:154703				CHECKDATE:03/12/2021								
						146.15						
738 RAY O'HERRON CO. INC.												
114396		02/18/2021		0321-1	243655	954.80		954.80	03/01/2021	INV	PD	RIGGLE - 2 FIREARMS
INVOICE:2088674-IN				CHECKDATE:03/05/2021								
114395		02/22/2021		0321-1	243655	622.86		622.86	03/01/2021	INV	PD	NORTON - BOOTS,SHIRTS,PANTS
INVOICE:2089345-IN				CHECKDATE:03/05/2021								
114552		03/04/2021		0321-2	243738	833.39		833.39	03/09/2021	INV	PD	VOLPE - VEST
INVOICE:2092942-IN				CHECKDATE:03/12/2021								

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
765 RUSS'S PLUMBING & SEWER INC						2,411.05					
114514 INVOICE:6451		03/04/2021		0321-2	243747	354.00	354.00	03/12/2021	INV	PD	SERVICE CALL FOR PW
870 TOUR EDGE GOLF MFG INC											
114323 INVOICE:IN-01422577		02/18/2021		0321-1	243660	441.10	441.10	02/24/2021	INV	PD	GOLF CLUB RENTAL SETS
114324 INVOICE:IN-01423562		02/23/2021		0321-1	243660	1,655.60	1,655.60	02/24/2021	INV	PD	GOLF CLUBS FOR RENTAL
872 TRAFFIC CONTROL & PROTECTION INC						2,096.70					
114434 INVOICE:106272		02/10/2021		0321-1	243661	808.00	808.00	03/05/2021	INV	PD	STOP SIGNS
114433 INVOICE:106273		02/10/2021		0321-1	243661	74.00	74.00	03/05/2021	INV	PD	ALL WAY ALUM. UNDER STOP SIGNS
114519 INVOICE:106302		02/25/2021		0321-2	243758	660.00	660.00	03/12/2021	INV	PD	SIGN POSTS - STREETS
884 U.S. FOODSERVICE, INC.						1,542.00					
114362 INVOICE:2425548		02/12/2021		0321-1	243663	187.28	187.28	03/05/2021	INV	PD	FOOD RESALE
114386 INVOICE:2524580		02/17/2021		0321-1	243663	1,390.91	1,390.91	03/05/2021	INV	PD	FOOD RESALE/OPERATING SUPPLIES
114385 INVOICE:2539610		02/17/2021		0321-1	243663	37.89	37.89	03/05/2021	INV	PD	OPERATING SUPPLIES
114360 INVOICE:2613029		02/19/2021		0321-1	243663	33.66	33.66	03/05/2021	INV	PD	FOOD RESALE
114520 INVOICE:2727057		02/24/2021		0321-2	243761	1,297.35	1,297.35	03/12/2021	INV	PD	FOOD RESALE/ OPERATING SUPPLIE
114539 INVOICE:2935719		03/03/2021		0321-2	243761	1,283.09	1,283.09	03/12/2021	INV	PD	FOOD RESALE AND OPERATING SUPP
898 UNITED STATES POSTMASTER						4,230.18					
114545 INVOICE:114545		03/09/2021		0321-2	243670	2,550.36	2,550.36	03/12/2021	INV	PD	POSTAGE FOR 2021 SPRING VILLAG
915 VERIZON WIRELESS SERVICES LLC											
114378 INVOICE:9873437888		02/15/2021		0321-1	243665	899.90	899.90	03/05/2021	INV	PD	486486569-00001 0221
114402 INVOICE:9873526079		02/16/2021		0321-1	243666	704.23	704.23	03/01/2021	INV	PD	CELLULAR MODEMS
935 WATER RESOURCES INC.						1,604.13					

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
114437 INVOICE:34540	20190059	02/18/2021		0321-2 CHECKDATE:03/12/2021	243765	28,800.00	28,800.00	03/05/2021	INV	PD	PURCHASE & INSTALL COLLECTORS
114436 INVOICE:34546		02/16/2021		0321-1 CHECKDATE:03/05/2021	243668	1,800.00	1,800.00	03/05/2021	INV	PD	METER REGISTERS
						30,600.00					
945 WEST & SONS TOWING INC											
114523 INVOICE:110812		02/26/2021		0321-2 CHECKDATE:03/12/2021	243766	120.00	120.00	03/12/2021	INV	PD	FD #1U61 TOWING TO PACKY WEBB
1012 VIL. OF G.E., POLICE-PETTY CASH											
114418 INVOICE:030321		03/03/2021		0321-1 CHECKDATE:03/05/2021	243640	19.99	19.99	03/05/2021	INV	PD	PD PETTY CASHE
1076 CINTAS CORPORATION NO 2											
114448 INVOICE:5051025259		02/04/2021		0321-2 CHECKDATE:03/12/2021	243690	123.20	123.20	03/04/2021	INV	PD	FIRST AID SUPPLIES
114449 INVOICE:5054075430		03/04/2021		0321-2 CHECKDATE:03/12/2021	243690	217.83	217.83	03/04/2021	INV	PD	FIRST AID SUPPLIES
						341.03					
1127 JAMES J BENES AND ASSOCIATES, INC.											
114495 INVOICE:1115.070 0121		01/31/2021		0321-2 CHECKDATE:03/12/2021	243721	322.15	322.15	03/12/2021	INV	PD	PROF ENGINEERING SVS PERMIT #1
114494 INVOICE:1115.081 0121		01/31/2021		0321-2 CHECKDATE:03/12/2021	243721	692.80	692.80	03/12/2021	INV	PD	PROF. ENGINEERING SVS PROJECT
						1,014.95					
1190 HD SUPPLY FACILITIES MAINT LTD.											
114435 INVOICE:491747		02/02/2021		0321-1 CHECKDATE:03/05/2021	243664	42.37	42.37	03/05/2021	INV	PD	ASPHALT RELEASE AGENT TANK
1207 CIVILTECH ENGINEERING, INC.											
114476 INVOICE:49454	20190058	11/13/2020		0321-2 CHECKDATE:03/12/2021	243691	65,301.66	65,301.66	03/12/2021	INV	PD	PHASE II ENG - CBD STREETSCAPE
1212 MURPHY & MILLER, INC											
114501 INVOICE:SVC00030864		02/16/2021		0321-2 CHECKDATE:03/12/2021	243731	510.00	510.00	03/12/2021	INV	PD	PUBLIC WORKS SERVICE CALL
1278 UNION PACIFIC RAILROAD COMPANY											
114536 INVOICE:310904328		01/01/2021		0321-2 CHECKDATE:03/12/2021	243760	2,975.13	2,975.13	03/12/2021	INV	PD	LEASE PYMT - PROSPECT & CRESCE
1458 OFFICE DEPOT, INC											

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
114357		02/11/2021		0321-1	243656	20.04		20.04	03/05/2021	INV	PD	OFFICE SUPPLIES
INVOICE:156285611001			CHECKDATE:03/05/2021									
114356		02/12/2021		0321-1	243656	93.80		93.80	03/05/2021	INV	PD	OFFICE SUPPLIES
INVOICE:156840223001			CHECKDATE:03/05/2021									
114355		02/12/2021		0321-1	243656	10.49		10.49	03/05/2021	INV	PD	FIRST AID KIT
INVOICE:156840809001			CHECKDATE:03/05/2021									
114506		02/17/2021		0321-2	243739	40.74		40.74	03/12/2021	INV	PD	OFFICE SUPPLIES
INVOICE:157907549001			CHECKDATE:03/12/2021									
114507		02/17/2021		0321-2	243739	10.79		10.79	03/12/2021	INV	PD	OFFICE SUPPLIES
INVOICE:157908008002			CHECKDATE:03/12/2021									
1725 BRIAN D BECK						175.86						
114588		03/10/2021		0321-2	243677	169.00		169.00	03/19/2021	INV	PD	REIMBURS. FOR ICC M1 RESIDENTI
INVOICE:114588			CHECKDATE:03/12/2021									
1854 CARTEGRAPH SYSTEMS INC.												
114383	20200032	02/04/2021		0321-1	243619	2,373.36		2,373.36	03/05/2021	INV	PD	YR 5 OMS SOFTWARE/LICENSING
INVOICE:BD0001975			CHECKDATE:03/05/2021									
114384		02/04/2021		0321-1	243619	2,959.97		2,959.97	03/05/2021	INV	PD	OMS SOFTWARE & LICENSE YEAR 5
INVOICE:BD0001975-1			CHECKDATE:03/05/2021									
						5,333.33						
1876 VIPOE, INC												
114393		02/23/2021		0321-1	243667	414.00		414.00	03/01/2021	INV	PD	DUAL MONITOR ARM FOR J NEMCHOC
INVOICE:71547			CHECKDATE:03/05/2021									
1887 BIRON HOMES & DESIGN, INC												
114462		03/01/2021		0321-2	243680	1,850.00		1,850.00	03/12/2021	INV	PD	RESTOR. DEP - 451 TAYLOR AVE P
INVOICE:20181167			CHECKDATE:03/12/2021									
2007 AHEAD INC.												
114321		02/12/2021		0321-1	243610	1,766.13		1,766.13	02/24/2021	INV	PD	MERCHANDISE FOR RESALE
INVOICE:INV0469444			CHECKDATE:03/05/2021									
114320		02/17/2021		0321-1	243610	479.29		479.29	02/24/2021	INV	PD	MERCHANDISE FOR RESALE
INVOICE:INV0469824			CHECKDATE:03/05/2021									
114319		02/22/2021		0321-1	243610	855.93		855.93	02/24/2021	INV	PD	MERCHANDISE FOR RESALE
INVOICE:INV0470122			CHECKDATE:03/05/2021									
						3,101.35						
2021 A-RELIABLE PRINTING												
114456		03/03/2021		0321-2	243672	83.00		83.00	03/12/2021	INV	PD	PRO SERVICES - PRINTING
INVOICE:23364			CHECKDATE:03/12/2021									
2081 HAMPTON, LENZINI AND RENWICK, INC.												
114491		03/02/2021		0321-2	243716	2,620.00		2,620.00	03/12/2021	INV	PD	TREE PRESERVATON SVC/WETLAND R
INVOICE:20210313			CHECKDATE:03/12/2021									

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
2324 HARRIS MOTOR SPORTS, INC.											
114537		03/01/2021		0321-2	243717	2,501.66	2,501.66	03/12/2021	INV	PD	SEASONAL LEASE
INVOICE:02-278715 CHECKDATE:03/12/2021											
2407 STACI SPRINGER											
114517		03/03/2021		0321-2	243753	10.99	10.99	03/12/2021	INV	PD	REIMBURSEMENT FOR PLASTIC WARE
INVOICE:114517 CHECKDATE:03/12/2021											
2482 FORCE AMERICA INC											
114485		02/22/2021		0321-2	243709	818.62	818.62	03/12/2021	INV	PD	PW #232 SPREADER
INVOICE:001-1517550 CHECKDATE:03/12/2021											
2687 STAPLES CONTRACT & COMMERCIAL, INC.											
114248		02/12/2021		0321-2	243754	197.33	197.33	02/26/2021	INV	PD	OPERATING SUPPLIES
INVOICE:3469520472 CHECKDATE:03/12/2021											
114430		02/16/2021		0321-1	243659	22.50	22.50	03/05/2021	INV	PD	OPERATING SUPPLIES
INVOICE:3469809950 CHECKDATE:03/05/2021											
114431		02/18/2021		0321-2	243754	187.41	187.41	03/05/2021	INV	PD	OPERATING SUPPLIES
INVOICE:3469908871 CHECKDATE:03/12/2021											
						407.24					
2699 COMPASS MINERALS AMERICA INC											
114376	20200033	02/15/2021		0321-2	243694	6,582.89	6,582.89	03/05/2021	INV	PD	REGULAR BULK ROCK SALT
INVOICE:766111 CHECKDATE:03/12/2021											
114375	20200033	02/16/2021		0321-1	243624	3,150.28	3,150.28	03/05/2021	INV	PD	REGULAR BULK ROCK SALT
INVOICE:767021 CHECKDATE:03/05/2021											
114374	20200033	02/17/2021		0321-2	243694	10,189.93	10,189.93	03/05/2021	INV	PD	REGULAR BULK ROCK SALT
INVOICE:768090 CHECKDATE:03/12/2021											
114531	20200033	02/25/2021		0321-2	243694	31,775.38	31,775.38	03/12/2021	INV	PD	REGULAR BULK ROCK SALT
INVOICE:777213 CHECKDATE:03/12/2021											
						51,698.48					
3037 COZZINI BROS INC.											
114334		02/11/2021		0321-1	243627	52.00	52.00	03/05/2021	INV	PD	PROF. SERVICES
INVOICE:C9016578 CHECKDATE:03/05/2021											
114478		02/25/2021		0321-2	243698	27.00	27.00	03/12/2021	INV	PD	KNIFE SERVICE
INVOICE:C9074018 CHECKDATE:03/12/2021											
						79.00					
3152 EMPIRE COOLER SERVICE INC.											
114481		02/23/2021		0321-2	243704	11.50	11.50	03/12/2021	INV	PD	OPERATING SUPPLIES
INVOICE:0000397973 CHECKDATE:03/12/2021											
3287 REHRIG PACIFIC COMPANY											
114359		02/17/2021		0321-2	243744	29,440.40	29,440.40	03/05/2021	INV	PD	UTILITY REFUSE/RECYCLE CARTS
INVOICE:50152297 CHECKDATE:03/12/2021											

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
3471 NFC CO. INC.												
114454		02/04/2021		0321-2	243733	240.00		240.00	03/04/2021	INV	PD	CO2 AND NITROGEN TANKS FOR DRA
INVOICE:139103 CHECKDATE:03/12/2021												
3571 HARRY C SMITH LTD												
114493		02/17/2021		0321-2	243750	8,750.50		8,750.50	03/12/2021	INV	PD	PROFESSIONAL SERVICES - LEGAL
INVOICE:3914 CHECKDATE:03/12/2021												
3580 TRUGREEN LIMITED PARTNERSHIP												
114432		02/12/2021		0321-2	243759	1,500.00		1,500.00	03/05/2021	INV	PD	ICE MELT PALLETS
INVOICE:133986921 CHECKDATE:03/12/2021												
3929 VARITECH INDUSTRIES, INC.												
114521		02/23/2021		0321-2	243762	149.36		149.36	03/12/2021	INV	PD	PW #204 - M12 SENSOR
INVOICE:060-1020938 CHECKDATE:03/12/2021												
4547 CORE & MAIN LP												
114414		02/11/2021		0321-1	243626	668.09		668.09	03/05/2021	INV	PD	MAIN BREAK REPAIR SERVICES
INVOICE:N728596 CHECKDATE:03/05/2021												
114532		03/02/2021		0321-2	243697	489.50		489.50	03/12/2021	INV	PD	SEWER PLUG
INVOICE:N799321 CHECKDATE:03/12/2021												
						1,157.59						
4670 DYNAMIC BRANDS LLC												
114329		02/08/2021		0321-1	243632	702.42		702.42	02/24/2021	INV	PD	MERCHANDISE FOR RESALE
INVOICE:INV1418845 CHECKDATE:03/05/2021												
114330		02/12/2021		0321-1	243632	452.60		452.60	02/24/2021	INV	PD	MERCHANDISE FOR RESALE
INVOICE:INV1419628 CHECKDATE:03/05/2021												
						1,155.02						
4700 COREY & MAHA ENGESSER												
114368		02/16/2021		0321-2	243705	6,698.00		6,698.00	03/05/2021	INV	PD	RESTORE. DEP - 532 LOWELL AVE.
INVOICE:20200137 CHECKDATE:03/12/2021												
4753 CHICAGO METROPOLITAN AGENCY FOR PLANNING												
114438		11/01/2020		0321-2	243689	1,039.46		1,039.46	03/05/2021	INV	PD	FY2021 LOCAL CONTRIBUTION
INVOICE:FY2021-080 CHECKDATE:03/12/2021												
4876 CONSTELLATION NEWENERGY, INC.												
114470		02/08/2021		0321-2	243695	195.11		195.11	03/12/2021	INV	PD	7302778-11 0221
INVOICE:19375399101 CHECKDATE:03/12/2021												
114469		02/11/2021		0321-2	243695	16.33		16.33	03/12/2021	INV	PD	7302778-12 0221
INVOICE:19407978701 CHECKDATE:03/12/2021												
114463		02/11/2021		0321-2	243695	276.71		276.71	03/12/2021	INV	PD	7302778-2 0221
INVOICE:19408099401 CHECKDATE:03/12/2021												
114471		02/11/2021		0321-2	243695	250.19		250.19	03/12/2021	INV	PD	7302778-3 0221

VILLAGE OF GLEN ELLYN

VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHE	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
INVOICE:19408201201			CHECKDATE:03/12/2021									
114472		02/11/2021		0321-2	243695	435.12		435.12	03/12/2021	INV	PD	7302778-4 0221
INVOICE:19408205401			CHECKDATE:03/12/2021									
114473		02/11/2021		0321-2	243695	38.71		38.71	03/12/2021	INV	PD	7302778-7 0221
INVOICE:19408217301			CHECKDATE:03/12/2021									
114474		02/11/2021		0321-2	243695	456.27		456.27	03/12/2021	INV	PD	7302778-5 0221
INVOICE:19408226101			CHECKDATE:03/12/2021									
114475		02/11/2021		0321-2	243695	68.70		68.70	03/12/2021	INV	PD	7302778-8 0221
INVOICE:19408274801			CHECKDATE:03/12/2021									
114468		02/16/2021		0321-2	243695	333.04		333.04	03/12/2021	INV	PD	7302778-6 0221
INVOICE:19445386901			CHECKDATE:03/12/2021									
114467		02/16/2021		0321-2	243695	39.67		39.67	03/12/2021	INV	PD	7302778-9 0221
INVOICE:19445391401			CHECKDATE:03/12/2021									
114466		02/16/2021		0321-2	243695	48.12		48.12	03/12/2021	INV	PD	7302778-10 0221
INVOICE:19445398101			CHECKDATE:03/12/2021									
114465		02/16/2021		0321-2	243695	55.55		55.55	03/12/2021	INV	PD	7302778-13 0221
INVOICE:19445407201			CHECKDATE:03/12/2021									
114464		02/16/2021		0321-2	243695	546.24		546.24	03/12/2021	INV	PD	7302778-1 0221
INVOICE:19445486301			CHECKDATE:03/12/2021									
						2,759.76						
5018 SUBURBAN LABORATORIES, INC.												
114533		02/26/2021		0321-2	243756	450.00		450.00	03/12/2021	INV	PD	TESTING
INVOICE:185671			CHECKDATE:03/12/2021									
5049 GROOT INDUSTRIES INC.												
114382		03/01/2021		0321-2	243715	118,185.84		118,185.84	03/05/2021	INV	PD	REFUSE SERVICE
INVOICE:6739308			CHECKDATE:03/12/2021									
5354 UNITED COMMUNICATION SYSTEMS												
113290		01/15/2021		0321-1	243617	5,085.64		5,085.64	01/15/2021	INV	PD	1209860 0121
INVOICE:362198			CHECKDATE:03/05/2021									
5380 L & R MORAN, INC												
114221		01/31/2021		0321-2	243719	797.50		797.50	02/26/2021	INV	PD	BACKGROUND VERIFICATION
INVOICE:69139			CHECKDATE:03/12/2021									
5488 WETMORE & ASSOCIATES												
114573		03/09/2021		0321-2	243767	3,000.00		3,000.00	03/19/2021	INV	PD	RESTOR DEP - 498 WESTERN AVE
INVOICE:20180367			CHECKDATE:03/12/2021									
5758 SWAHM												
7247122		03/01/2021		0321-1	27040	233,988.84		233,988.84	03/05/2021	DIR	PD	SWAHM INSURANCE PAYMENT 0321
INVOICE:SWAHM-147			CHECKDATE:03/04/2021									
5990 EARTH CARE, INC.												
114572		03/09/2021		0321-2	243703	1,000.00		1,000.00	03/19/2021	INV	PD	RESTOR DEP - 280 EXMOOR AVE PE
INVOICE:20180697			CHECKDATE:03/12/2021									

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
6405 HIGHLAND BAKING CO											
114344		02/13/2021		0321-1	243641	36.99	36.99	03/05/2021	INV	PD	FOOD RESALE
INVOICE:0002420067		CHECKDATE:03/05/2021									
114345		02/20/2021		0321-1	243641	28.99	28.99	03/05/2021	INV	PD	FOOD RESALE
INVOICE:0002423411		CHECKDATE:03/05/2021									
114492		02/27/2021		0321-2	243718	25.68	25.68	03/12/2021	INV	PD	FOOD RESALE
INVOICE:0002426837		CHECKDATE:03/12/2021									
114540		03/01/2021		0321-2	243718	11.94	11.94	03/12/2021	INV	PD	FOOD RESALE
INVOICE:0002427239		CHECKDATE:03/12/2021									
						103.60					
6459 KIESLER POLICE SUPPLY, INC											
114398		02/22/2021		0321-1	243643	2,178.00	2,178.00	03/01/2021	INV	PD	430 BEAN BAG ROUNDS
INVOICE:IN158137		CHECKDATE:03/05/2021									
6610 COMCAST CABLE COMMUNICATIONS, LLC											
114363		02/12/2021		0321-1	243623	10.49	10.49	03/05/2021	INV	PD	8771 20 056 0008266 0221
INVOICE:0008266 0221		CHECKDATE:03/05/2021									
114563		02/22/2021		0321-2	243693	205.90	205.90	03/09/2021	INV	PD	MARCH SERVICES
INVOICE:0545119 0321		CHECKDATE:03/12/2021									
						216.39					
6832 POWER UP BATTERIES LLC											
114406		12/11/2020		0321-1	243616	61.92	61.92	03/05/2021	INV	PD	BARRICADE LIGHTS
INVOICE:P34397880		CHECKDATE:03/05/2021									
6927 REGIONAL TRUCK EQUIPMENT CO											
114511		02/18/2021		0321-2	243743	68.77	68.77	03/12/2021	INV	PD	INVENTORY - PARTS
INVOICE:227013		CHECKDATE:03/12/2021									
114510		02/19/2021		0321-2	243743	161.48	161.48	03/12/2021	INV	PD	PW #10-231 PARTS
INVOICE:227154		CHECKDATE:03/12/2021									
						230.25					
6994 PITNEY BOWES, INC											
114525		02/23/2021		0321-2	243742	453.99	453.99	03/12/2021	INV	PD	CC POSTAGE MACHINE 12/30/20-3/
INVOICE:3104576834		CHECKDATE:03/12/2021									
7600 STUEVER & SONS, INC											
114453		02/24/2021		0321-2	243755	160.00	160.00	03/04/2021	INV	PD	BEER LINE CLEANING
INVOICE:0330323		CHECKDATE:03/12/2021									
7711 WINDY CITY DISTRIBUTION COMPANY											
114443		03/04/2021		0321-2	243768	484.50	484.50	03/04/2021	INV	PD	BEER FOR RESALE
INVOICE:482052		CHECKDATE:03/12/2021									
8205 MUNICIPAL GIS PARTNERS, INC											

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
114424 INVOICE:5563	20210003	02/28/2021		0321-2 CHECKDATE:03/12/2021	243730	8,674.25	8,674.25	03/05/2021	INV	PD	GIS CONSORTIUM SVC CONTRACT
8391 GALLS, LLC											
114397 INVOICE:017568483		02/02/2021		0321-1 CHECKDATE:03/05/2021	243638	32.20	32.20	03/01/2021	INV	PD	RAINCOAT
8437 B & F CONSTRUCTION CODE SERVICES, INC											
114369 INVOICE:13994		02/03/2021		0321-1 CHECKDATE:03/05/2021	243613	3,900.00	3,900.00	03/05/2021	INV	PD	HOTEL INSPECTIONS -2019
114370 INVOICE:13995		02/03/2021		0321-1 CHECKDATE:03/05/2021	243613	3,900.00	3,900.00	03/05/2021	INV	PD	HOTEL INSPECTIONS - 2020
						7,800.00					
8565 WIDOPENWEST FINANCE LLC											
114366 INVOICE:013896527 0221		02/15/2021		0321-1 CHECKDATE:03/05/2021	243669	133.50	133.50	03/05/2021	INV	PD	013896527 0221
114562 INVOICE:015278038 0221		02/24/2021		0321-2 CHECKDATE:03/12/2021	243769	65.99	65.99	03/09/2021	INV	PD	FEBRUARY SERVICES
						199.49					
8689 RUSH TRUCK CENTERS OF ILLINOIS, INC											
114513 INVOICE:3022457845		02/18/2021		0321-2 CHECKDATE:03/12/2021	243746	289.50	289.50	03/12/2021	INV	PD	PW #204 - CAB LIGHTS
114512 INVOICE:3022460088		02/19/2021		0321-2 CHECKDATE:03/12/2021	243746	84.90	84.90	03/12/2021	INV	PD	PW #205 DOME LIGHT
						374.40					
8694 SNI SOLUTIONS, INC											
114515 INVOICE:140853		02/18/2021		0321-2 CHECKDATE:03/12/2021	243751	5,325.60	5,325.60	03/12/2021	INV	PD	LIQUID PRODUCT FOR SNOW/ICE RE
8928 BIG BELLY SOLAR, INC											
114405 INVOICE:34523		12/21/2020		0321-2 CHECKDATE:03/12/2021	243679	377.80	377.80	03/05/2021	INV	PD	REPLACEMENT PARTS
9303 EMERGENT SAFETY SUPPLY LLC											
114417 INVOICE:1902722147		02/11/2021		0321-1 CHECKDATE:03/05/2021	243633	90.00	90.00	03/05/2021	INV	PD	OPERATING SUPPLIES
9719 VERIZON CONNECT NWF INC.											
114522 INVOICE:OSV0000002350962		02/01/2021		0321-2 CHECKDATE:03/12/2021	243763	1,068.54	1,068.54	03/12/2021	INV	PD	GPS & AVL FLEET TRACKING
9750 RAPID TRANSPORT TOWING, INC											

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
114404 INVOICE:3334		02/28/2021		0321-1	243657	165.00		165.00	03/01/2021	INV	PD	2020 MITSUBISHI OUTLANDER
9751 KLF ENTERPRISES												
114377 INVOICE:INV-032584	20200053	02/01/2021		0321-2	243723	6,213.39		6,213.39	03/05/2021	INV	PD	SNOW HAULING CONTRACT 2020/21
9837 ENDRESS & HAUSER												
114416 INVOICE:6002215185		02/19/2021		0321-1	243634	1,201.18		1,201.18	03/05/2021	INV	PD	REPLACEMENT PH PROBES
9879 BREAKTHRU BEVERAGE ILLINOIS, LLC												
114445 INVOICE:338617783		03/04/2021		0321-2	243684	285.68		285.68	03/04/2021	INV	PD	LIQUOR FOR RESALE
10019 TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC												
114403 INVOICE:258788-202102-1		02/28/2021		0321-1	243662	160.50		160.50	03/01/2021	INV	PD	FEBRUARY SERVICES
10104 SUPREME LOBSTER CO												
114542 INVOICE:7049628		03/04/2021		0321-2	243757	436.23		436.23	03/12/2021	INV	PD	FOOD RESALE
114518 INVOICE:9688848		02/25/2021		0321-2	243757	512.23		512.23	03/12/2021	INV	PD	FOOD RESALE
						948.46						
10181 SOUTHERN GLAZER'S WINE AND SPIRITS, LLC												
114452 INVOICE:3529024		02/25/2021		0321-2	243752	753.65		753.65	03/04/2021	INV	PD	WINE AND LIQUOR FOR RESALE
114451 INVOICE:3539002		03/04/2021		0321-2	243752	440.60		440.60	03/04/2021	INV	PD	WINE AND LIQUOR FOR RESALE
						1,194.25						
10456 IMPACT NETWORKING, LLC												
114559 INVOICE:2046976		02/25/2021		0321-2	243720	159.00		159.00	03/09/2021	INV	PD	4 BOXES OF PAPER
10559 ALLIED GARAGE DOOR INC												
114410 INVOICE:0000167080		03/01/2021		0321-2	243674	277.72		277.72	03/05/2021	INV	PD	PROF. SERVICES MECH. DOOR #3 &
10753 ADVANCED TURF SOLUTIONS												
114166 INVOICE:SO894160		02/12/2021		0321-1	243609	744.80		744.80	03/14/2021	INV	PD	ICE MELT
10805 DCG ROOFING SOLUTIONS INC												

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
114480 INVOICE:3502		02/24/2021		0321-2 CHECKDATE:03/12/2021	243702	490.00		490.00	03/12/2021	INV	PD	FIRE STATION #1 SERVICE CALL
10823 PEST MANAGEMENT SERVICES, INC												
114358 INVOICE:35052		02/23/2021		0321-2 CHECKDATE:03/12/2021	243741	349.00		349.00	03/05/2021	INV	PD	GENERAL PEST CONTROL
10952 CONSUMERS PACKING COMPANY												
114333 INVOICE:371215		02/17/2021		0321-1 CHECKDATE:03/05/2021	243625	370.15		370.15	03/05/2021	INV	PD	FOOD RESALE
114479 INVOICE:371403		02/25/2021		0321-2 CHECKDATE:03/12/2021	243696	317.43		317.43	03/12/2021	INV	PD	FOOD RESALE
114541 INVOICE:371662		03/04/2021		0321-2 CHECKDATE:03/12/2021	243696	668.93		668.93	03/12/2021	INV	PD	FOOD RESALE
						1,356.51						
11334 EURO USA MIDWEST LLC												
114337 INVOICE:571595-00		02/14/2021		0321-1 CHECKDATE:03/05/2021	243635	319.40		319.40	03/05/2021	INV	PD	FOOD RESALE
114338 INVOICE:571646-00		02/17/2021		0321-1 CHECKDATE:03/05/2021	243635	468.78		468.78	03/05/2021	INV	PD	FOOD RESALE
114339 INVOICE:572155-00		02/18/2021		0321-1 CHECKDATE:03/05/2021	243635	279.60		279.60	03/05/2021	INV	PD	FOOD RESALE
						1,067.78						
11480 M.A. MORTENSON COMPANY												
114500 INVOICE:18090015-16	20190011	02/26/2021		0321-2 CHECKDATE:03/12/2021	27057	1,025,088.00		1,025,088.00	03/12/2021	DIR	PD	PARKING GARAGE CONSTRUCTION
11514 AMY MCKENNA												
114589 INVOICE:114589		03/10/2021		0321-2 CHECKDATE:03/12/2021	243727	225.00		225.00	03/19/2021	INV	PD	REIMBURS. FOR IAFSM VIRTUAL CO
11588 GAS DEPOT INC												
114488 INVOICE:88233		02/16/2021		0321-2 CHECKDATE:03/12/2021	243711	17,003.18		17,003.18	03/12/2021	INV	PD	B11 DIESEL FUEL
11728 BENSON STONE CO												
114593 INVOICE:268890		01/25/2021		0321-2 CHECKDATE:03/12/2021	243678	2,600.00		2,600.00	03/19/2021	INV	PD	REPLACEMENT GRANITE FOR DVP 46
11768 SHI INTERNATIONAL												
114428 INVOICE:B13078569		02/25/2021		0321-2 CHECKDATE:03/12/2021	243749	16,770.00		16,770.00	03/05/2021	INV	PD	NETWORK UPGRADE
114429 INVOICE:B13083807		02/25/2021		0321-1 CHECKDATE:03/05/2021	243658	1,920.00		1,920.00	03/05/2021	INV	PD	SCANNERS FOR PW & LINKS

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
						18,690.00						
11803 CARDIAC LIFE PRODUCTS, INC												
114557 INVOICE:121157		02/05/2021		0321-2	243688	428.20	428.20	03/09/2021	INV	PD		ADULT ELECTRODES
11828 GET FRESH PRODUCE												
114342 INVOICE:03690426		02/13/2021		0321-1	243639	217.60	217.60	03/05/2021	INV	PD		FOOD RESALE
114343 INVOICE:03691438		02/17/2021		0321-1	243639	202.52	202.52	03/05/2021	INV	PD		FOOD RESALE
114341 INVOICE:03695216		02/20/2021		0321-1	243639	276.10	276.10	03/05/2021	INV	PD		FOOD RESALE - OPERATING SUPPLI
114490 INVOICE:03696176		02/24/2021		0321-2	243712	209.10	209.10	03/12/2021	INV	PD		FOOD RESALE
114489 INVOICE:03700175		02/27/2021		0321-2	243712	238.55	238.55	03/12/2021	INV	PD		FOOD RESALE
						1,143.87						
11853 FTC OURY LTD												
114486 INVOICE:20200353		03/02/2021		0321-2	243710	85.00	85.00	03/12/2021	INV	PD		DUPLICATE PAYMENT PERMIT #2020
11887 DACRA ADJUDICATION SYSTEMS LLC												
114555 INVOICE:2021-152		02/28/2021		0321-2	243699	1,500.00	1,500.00	03/09/2021	INV	PD		FEBRUARY SERVICES
11956 VETERAN'S TOWING & RECOVERY												
114558 INVOICE:20162		03/02/2021		0321-2	243764	175.00	175.00	03/09/2021	INV	PD		2017 RED CADILLAC
12013 SENTINEL EMERGENCY SOLUTIONS												
114516 INVOICE:76146		02/25/2021		0321-2	243748	439.65	439.65	03/12/2021	INV	PD		FD #1E62 ENGINE COOLER
12055 KATHY BORELLO DDS												
114534 INVOICE:114534		03/09/2021		0321-2	243683	4,956.92	4,956.92	03/12/2021	INV	PD		COVID-19 SUPPORT GRANT - DR. B
12336 KO-ZE, LLC												
114496 INVOICE:20201884		03/01/2021		0321-2	243724	1,000.00	1,000.00	03/12/2021	INV	PD		RESTOR DEP - 484 N MAIN ST. PE
12343 MAJOR APPLIANCE SERVICES, INC.												
114427 INVOICE:246885		02/18/2021		0321-1	243647	561.03	561.03	03/05/2021	INV	PD		REPAIRS TO MAXX COLD COOLER

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
12426 JOHN MICHAEL HOOPER											
114457		03/10/2021		0321-2	243722	4,285.00	4,285.00	03/12/2021	INV	PD	SPEAKERS FOR STREETScape PROJE
INVOICE:AB-3029 CHECKDATE:03/12/2021											
12468 HALEY DIGIACOMO											
114335		02/24/2021		0321-1	243630	25.00	25.00	03/05/2021	INV	PD	ALARM PERMIT REFUND - 23W050 H
INVOICE:114335 CHECKDATE:03/05/2021											
12469 MOLON LAVE LLC											
114346		02/17/2021		0321-1	243649	226.00	226.00	03/05/2021	INV	PD	BEVERAGE RESALE
INVOICE:131178 CHECKDATE:03/05/2021											
12470 FRED BARTUCCI											
114331		02/25/2021		0321-1	243615	50.00	50.00	03/05/2021	INV	PD	CLEARWATER INSPECTION REFUND -
INVOICE:20200224 CHECKDATE:03/05/2021											
12471 DOUGLAS FLANNERY											
114487		01/31/2021		0321-2	243707	500.00	500.00	03/12/2021	INV	PD	ESCROW REFUND PROJECT #20.0020
INVOICE:20.0020 CHECKDATE:03/12/2021											
12472 YELLOW DOG HOMES, LLC											
114524		03/01/2021		0321-2	243770	3,000.00	3,000.00	03/12/2021	INV	PD	RESTOR. DEP - 231 N PARK BLVD.
INVOICE:20182350 CHECKDATE:03/12/2021											
12477 ROBERT DEITCH											
114528		03/08/2021		0321-2	243745	1,905.00	1,905.00	03/12/2021	INV	PD	RETT REFUND #23482 890 SHEEHAN
INVOICE:23482 CHECKDATE:03/12/2021											
12479 DANLEY'S GARAGES											
114585		03/10/2021		0321-2	243701	2,000.00	2,000.00	03/19/2021	INV	PD	RESTOR DEP. - 432 WHITTIER AVE
INVOICE:20192590 CHECKDATE:03/12/2021											
12480 BKD SOULTIONS LLC											
114571		03/09/2021		0321-2	243681	2,000.00	2,000.00	03/19/2021	INV	PD	RESTOR DEP - 520 ANTHONY ST PE
INVOICE:20191135 CHECKDATE:03/12/2021											
12481 AMBER CASTLE PROPERTIES LLC											
114574		03/09/2021		0321-2	243675	1,000.00	1,000.00	03/19/2021	INV	PD	RESTOR DEP - 215 LORRAINE ST.
INVOICE:20200225 CHECKDATE:03/12/2021											
						1,000.00					

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
239 INVOICES						2,038,612.40					

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



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

Meeting 3/22/2021 7:00 PM
Department: System Administrator
Department Head:
Category: Minutes
Prepared By:

**AGENDA ITEM (ID # 2021-
995)**

DOC ID: 2021-995

February 16, 2021 Village Board Workshop Meeting Minutes

Statement of the Issue:

Please review the attached minutes.

Analysis:

N/A

Budget Impact:

N/A

Action Requested:

Please review and approve the attached minutes.

Attachments:

1. 02162021 Village Board Workshop Minutes (002)



Minutes
Village of Glen Ellyn
Glen Ellyn Village Board
Workshop
Tuesday, February 16, 2021
7:00 PM
Glen Ellyn Civic Center, Galligan Board Room

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

Upon roll call by Village Clerk Chereskin, Acting Village President Fasules and Trustees Enright (arrived at 8:00 p.m.), Pryde, Senak and Thompson answered "Present". Trustee Christiansen was excused.

Also in attendance were Village Manager Franz, Finance Director Coyle, Public Works Director Hansen, Police Chief Norton, Assistant Public Works Director Buckley, Professional Engineer Daubert and Senior Civil Engineer Topor.

D. Audience Participation

1. K.C. Wigle, Glen Ellyn resident, spoke regarding the proposed Glen Ellyn Food Pantry project. Mr. Wigle stated he is a neighbor to the proposed location of the Glen Ellyn Food Pantry and is overall in support of the project. Mr. Wigle stated he has concerns regarding the truck delivery plan, and asked the Village Board to review that part of the proposal.

G. Financial Report (Presented by Finance Director Coyle) (Discussion Only)

1. Finance Director Coyle will present the Fiscal Year 2020 Year End Financial Report.

Finance Director Coyle provided a presentation on the 2020 year end financial report. Finance Director Coyle presented information and answered questions regarding COVID-19 costs, proposed budget amendments, Capital Projects and Streetscape funding, TIF fund, Food and Beverage Tax and cash reserves.

Professional Engineer Daubert provided an update on the Streetscape project cost and funding.

Trustee Senak requested an updated Capital Project Services spreadsheet be prepared for the Village Board.

Public Comment

- 1. Pete Ladesic, Glen Ellyn resident, asked for clarification on the sunset rules regarding the TIF fund. Finance Director Coyle explained the sunset clock for TIF funding.*

RESULT:	DISCUSSION ONLY
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H. Village Links/Reserve 22 Quarterly Report (Presented by General Manager Vesevick) (Discussion Only)

1. General Manager Vesevick will present the FY2020 Year End Report for the Village Links/Reserve 22.

General Manager Vesevick provided a presentation on the 2020 year end report for the Village Links/Reserve 22. General Manager Vesevick presented information and answered questions regarding 2020 accomplishments, bonds, projected 2021 revenues and 2021 goals.

Trustee Senak suggested that General Manager Vesevick reach out to the College of DuPage to potentially hire their culinary students for a position at Reserve 22. General Manager Vesevick stated staff has done this in the past and will continue to do so.

RESULT:	DISCUSSION ONLY
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E. Central Business District Streetscape Project (Presented by Senior Civil Engineer Topor) (Discussion Only)

1. Senior Civil Engineer Topor will provide an update on design elements and schedule of the streetscape project.

Phil Hutchinson of CiviTech provided a brief update of the Streetscape project. Mr. Hutchinson stated the design team is looking for Village Board input on the three following design elements:

1. *Narrow Band – the majority of the Village Board was in favor of option 1.*
2. *Crosswalk Material – the majority of the Village Board was in favor of pavers.*
3. *Historic Plaques – the majority of the Village Board was in favor of option 2.*

Trustee Enright stated he is trying to be considerate with the cost of the design elements and looking to keep the cost of the project down.

Senior Civil Engineer Topor provided an update on the construction schedule for the Streetscape project. Senior Civil Engineer Topor stated staff is requesting the project be postponed to begin in early 2022, depending on the weather.

Trustee Senak asked what the downtown businesses have thought of this timeline. Village Manager Franz stated staff has not yet reached out to the businesses regarding the new timeline as they were waiting to hear feedback from the Village Board.

Acting President Fasules asked if it would be possible to complete three phases in two years. Professional Engineer Daubert stated this could be possible, but it depends on how much construction downtown businesses are comfortable with at one time. Professional Engineer Daubert stated staff needs to make sure it is a manageable amount of work being completed at one time.

Trustee Thompson stated he is glad the work is being delayed to 2022 and is glad the Village is being accommodating towards the Frida exhibit. Trustee Thompsons stated he likes the proposed scheduled.

RESULT:	DISCUSSION ONLY
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F. Outdoor Dining and Business Support Update (Presented by Village Manager Franz) (Discussion Only)

1. Village Manager Franz will provide an update on outdoor dining and the ongoing Village efforts to support local businesses.

Village Manager Franz provided an update on the proposed 2021 outdoor dining and liquor license changes to assist local businesses.

Trustee Senak stated he would like to see a total for the overall costs of these programs and reductions. Village Manager Franz stated he will update the Board with cost amounts.

Trustee Thompson asked if there will be any additional funding from the Federal or State government. Village Manager Franz said there have been talks regarding this, but nothing confirmed at this point.

Trustee Enright stated he is in favor of these programs if they can be funded by the CARES act.

RESULT:	DISCUSSION ONLY
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I. Other Business

Village Manager Franz thanked all Village staff for not only managing COVID-19 but also managing the severe winter weather and snow.

J. Adjourn

RESULT:	APPROVED [5 TO 0]
MOVER:	Craig Pryde, Village Trustee
SECONDER:	Steve Thompson, Village Trustee
AYES:	Enright, Fasules, Pryde, Senak, Thompson

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 3/22/2021 7:00 PM
Department: System Administrator
Department Head:
Category: Minutes
Prepared By:

**AGENDA ITEM (ID # 2021-
996)**

DOC ID: 2021-996

February 22, 2021 Village Board Meeting Minutes

Statement of the Issue:

Please review the attached minutes.

Analysis:

N/A

Budget Impact:

N/A

Action Requested:

Please review and approve the attached minutes.

Attachments:

1. 02222021 Village Board Meeting Minutes (002)



Minutes
Village of Glen Ellyn
Glen Ellyn Village Board
Regular Meeting
Monday February 22 2021
7:00 PM

Glen Ellyn Civic Center, Galligan Board Room

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

Upon roll call by Village Clerk Chereskin, Acting President Fasules and Trustees Christiansen, Enright, Pryde, Senak and Thompson answered "Present".

Also in attendance: Village Manager Franz, Assistant Village Manager Rodman, Village Attorney Mathews, Finance Director Coyle, Public Works Director Hansen, Community Development Director Springer, Police Chief Norton, Civil Engineer Warner, Planning Manager Purvis and Building and Zoning Official Witt.

D. Audience Participation

None.

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:

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

Motion to approve the following items including Payroll and Vouchers totaling \$1,710,636.40. 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 Expenditure (Payroll and Vouchers) - \$1,710,636.40
2. Approve the Recommendation of Acting Village President Fasules for the Appointment of Environmental Student Commissioner, Katie Hardesty, for a Term Ending May 31, 2022 and Appointment of Recreation Student Commissioner, Patrick Hohe, for a Term Ending May 31, 2022
3. Pursuant to Section 1-10-7 of the Village Code, Authorize the Village Manager to Execute a Contract with G.E. Riddiford of Arlington Heights, Illinois via the OMNIA Partners (U.S. Communities) Purchasing Cooperative for a 20-Year

Roof Restoration for the Reno Facility in an Amount Not-to-Exceed \$382,017, to be Expensed to the Facilities Maintenance Reserve Fund (Finance Director Coyle)

5. Approve the Purchase of the DJI Matrice 300 RTK Drone and Accessories from Aerial Innovations of Elburn, IL in an Amount Not-to-Exceed \$30,447, to be Expensed to the Forfeiture Fund (Police Chief Norton)
6. Approve the Purchase of Additional Camera Equipment for the Corner of Roosevelt Road and Lambert Avenue from Minuteman Security Technologies Using the 5-Year Lease Option for a Total of \$39,277.85, to be Expensed to the Forfeiture Fund (Police Chief Norton)
7. Motion to Authorize the Village Manager to Execute a Contract with J.A. Johnson Paving Company of Arlington Heights, Illinois, in the Amount of \$190,700 for the 2021 Parking Lot Resurfacing and Asphalt Roadway Patching Program to be Expensed to the Parking and Capital Projects Funds (Public Works Director Hansen)
8. Motion to Authorize the Village Manager to Execute One or More Contract Change Orders for Additional Work with J.A. Johnson Paving Company of Arlington Heights, Illinois in an Amount Not-to-Exceed \$20,000, for the 2021 Parking Lot Resurfacing and Asphalt Roadway Patching Program to be Expensed to the Parking and Capital Projects Funds (Public Works Director Hansen)

ITEMS PULLED FROM THE CONSENT AGENDA TO BE VOTED ON SEPARATELY

5. Ordinance No. 6853, An Ordinance Amending Ordinance No. 6672 and No. 6690 which Granted Approval of the Preliminary and Final Planned Unit Development Plans for the Apex 400 Mixed Use Development at 400 & 418-424 N. Main Street (Community Development Director Springer)

Community Development Director Springer gave a presentation outlining the proposed request. Community Development Director Springer noted the applicant/tenant is requesting a deviation from the Zoning Code to allow roof top mechanical equipment screening that might be needed, to be installed on the building to a height up to 64 feet from the average existing grade exceeding the permitted building height of 61 feet granted by Ordinance No. 6672 and Ordinance No. 6690 and exceeding the limitation of 45 feet permitted in the C5A district.

Trustee Senak asked if a tenant can request a variation under the redevelopment agreement. Community Development Director Springer stated a tenant can request a variation and it is done all the time. Community Development Director Springer stated the tenant/applicant has approval from the owner to submit the request.

Trustee Senak stated the tenant signed a 'no conflict of interest affidavit' and asked why the owner did not sign a similar affidavit. Planning Manager Purvis stated only the tenant is required to sign this affidavit and that it is typical to only have the petitioner sign the affidavit.

Trustee Senak was concerned that the tenant has not yet signed the lease. Trustee Senak stated he does not want to approve a variation for a business that has not yet signed the lease. Trustee Senak stated he would be comfortable approving this request if the lease is signed.

Trustee Senak stated he does not want to move the HVAC if it is not necessary.

Larry Debb, 400 Main LLC, stated the roof top units were previously relocated to the 2nd floor due to height limitation. Mr. Debb stated now he has an unsigned lease with a tenant and a request to move the units to the roof. Mr. Debb stated the tenant may not sign the lease if the variation request is not approved. Mr. Debb stated moving the units to the roof will allow for additional space on the 2nd floor and will allow a restaurant to occupy the space. Mr. Debb noted the potential tenant will be bring a great restaurant to Glen Ellyn.

Trustee Thompson asked if the units being moved are only for the retail and restaurant space. Mr. Debb confirmed this.

John Kosich, 400 Main LLC, provided details on the interest from businesses for the retail space of the Apex 400 development.

Trustee Thompson noted 400 Main LLC has a new partner, Mr. Ryan Maas. Trustee Thompson asked when he joined as a partner. Mr. Debb stated between 4 to 5 months ago.

Trustee Thompson stated the Redevelopment Agreement requires the Village Board to be notified of any substantial change in ownership. Mr. Debb stated the Village Attorney was notified.

Trustee Thompson stated the Village Board was not made aware of the substantial change in ownership.

Village Manager Franz clarified that the Redevelopment Agreement states the Village Board can request the information from the developer. Village Manager Franz stated he does not believe the Village Board has requested this information. Village Manager Franz said if the request is made, the developer will provide the requested information.

Trustee Pryde stated change of ownership is very common in projects. Trustee Pryde also noted this issue is not related to the item that is being voted on tonight.

Mr. Debb stated that he is happy to provide the Village Board the documents that they request.

Trustee Senak stated he would like to have the signed lease prior to approving this request. Mr. Debb stated he will get a copy of the signed lease to the Village Board.

Trustee Thompson moved the table this agenda item to the next Village Board Meeting scheduled for Monday, March 8, 2021. Trustee Senak seconded.

Trustee Senak stated his decision to table the agenda item is not to create a hardship. Trustee Senak stated there is information he would like to see prior to approving the request.

Acting President Fasules noted the Village Board is overall in favor of the request if everything else gets worked out.

RESULT:	TABLED [4 TO 2]
MOVER:	Steve Thompson, Village Trustee
SECONDER:	Mark Senak, Village Trustee
AYES:	Christiansen, Fasules, Senak, Thompson
NAYS:	Enright, Pryde

F. 454 Duane Street Special Use Permit (Presented by Community Development Director Springer) (Trustee Enright)

1. Ordinance No. 6854, An Ordinance Granting Approval of a Special Use Permit to allow a Single-Family Home to be Located at 454 Duane Street

Community Development Director Springer gave a presentation regarding the request for a special use permit for the property located at 454 Duane Street.

Trustee Christiansen asked if this approval would prevent any further development on the neighbor's properties. Community Development Director Springer stated this is correct as this is how the Zoning Code is currently being interpreted, which was not the intention. Community Development Director Springer stated the Zoning Code is in the process of being updated to fix this issue. Planning Manager Purvis stated this request will be considered within a few weeks as a Zoning Text Amendment.

Trustee Christiansen stated she would like to see the Zoning Text Amendment prior to voting on this agenda item.

Trustee Enright asked about the sunset clause in the lease. Community Development Director Springer stated the sunset clause makes it where a special use permit will expire if no work and no permits have been issued within two years.

Trustee Senak stated there is a reason why this area is zoned as commercial, and that there is a reason why our Zoning Code tries to prevent commercial and residential in the same area. Trustee Senak stated this conflicts with the Zoning Ordinance and is not in favor of the request.

Behrnt Aaberg, petitioner of the request, stated his clients wish to keep all options open for their property, which is why they are requesting this special use permit.

Thomas Rose, owner of 454 Duane Street, stated that he would love to sell the property for commercial use, but that is not a guarantee. Mr. Rose stated they are interested in keeping all options open for the property, which is why they are requesting to option to sell it as residential.

RESULT:	APPROVED [4 TO 2]
MOVER:	Bill Enright, Village Trustee
SECONDER:	Craig Pryde, Village Trustee
AYES:	Enright, Fasules, Pryde, Thompson
NAYS:	Christiansen, Senak

G. Glen Ellyn Food Pantry Project Zoning Amendments (Presented by Community Development Director Springer) (Trustee Enright)

1. Ordinance No. 6855, An Ordinance Granting Approval of Zoning Code Text Amendments, a Special Use Permit, Variations from the Zoning Code, and the Exterior Appearance for the Glen Ellyn Food Pantry to be Located at 41-55 N. Park Boulevard

Community Development Director Springer gave a presentation of the proposed Glen Ellyn Food Pantry.

Trustee Pryde stated he is overall in favor of the request, but does has a few questions. Trustee Pryde stated the handicapped parking is being increased from 3 to 4 spots. Trustee Pryde asked if that was a requirement. Planning Manager Purvis stated it was not a requirement.

Trustee Pryde stated he has a concern about the driveway access for deliveries. Trustee Pryde noted the delivery trucks seem to be traveling the longest route and suggested they petitioner look into changing this driveway access. Community Development Director Springer noted a different layout could work, and staff raised a similar concern early on. Community Development Director Springer stated the petitioner has noted this is the best option.

Trustee Pryde stated he has a similar concern regarding refuse pickup. Trustee Pryde asked if it was possible to move the refuse closer to the street. Community Development Director Springer stated staff raised a similar concern early on. Community Development Director Springer stated the petitioner has noted most of their volunteers are elderly, and need easy access to the refuse containers.

Trustee Pryde asked for additional information on the proposed landscaping. Planning Manager Purvis stated the landscaping was updated after the Plan Commission meeting. Planning Manager Purvis stated there is not a lot of room for landscaping, which is why the landscaping is only at 4 feet. Planner Manager Purvis did note the petitioner has reached out to their residential neighbors to assist in purchasing additional landscaping on their property, as it has more room.

Paula Nugent, petitioner of the request, provided the Village Board a brief history of the project. Ms. Nugent stated they are required to keep handicapped parking by law. Ms. Nugent stated the refuse needs to be closer to the building so the volunteers can access the refuse containers safely. Ms. Nugent stated they are adding 2 additional refuse pick up days and 2 days for food pantry deliveries. Ms. Nugent stated she has worked with the refuse company and they have agreed to a four hour pick up window no earlier than 8 a.m. Ms. Nugent stated the food trucks typically get delivered between 8 a.m. and 3 p.m. Ms. Nugent stated this is the best place for the driveway as there are concerns due to large grade changes and stormwater concerns. Ms. Nugent stated if the driveway was

moved, a very large retaining wall would have to be built. Ms. Nugent stated she is working with their residential neighbors regarding fencing and landscaping. Ms. Nugent has stated she has reached out to two neighbors regarding additional landscaping, but she has not heard back. Ms. Nugent stated she is trying her best to be a good neighbor.

Trustee Christiansen stated she is in favor of this project, but did recommend the petitioner look into energy code complaint windows to be used in the back of the home and is also interested in a double hung window, if possible. Ms. Nugent stated they will look into this.

Trustee Thompson asked how the Food Pantry would handle any neighbor concerns or complaints moving forward. Ms. Nugent stated she has been attempting to meet face to face with each neighbor. Ms. Nugent stated if a complaint was received, it would be brought to the President and Board and discussed how to resolve the issue.

Trustee Enright thanked all the workers and volunteers of the Food Pantry, especially during this time.

Public Comment

1. K.C. Wigle, Glen Ellyn resident, stated he continues to remain concerned regarding the length of the driveway and the noise it will cause. Mr. Wigle stated he is interested in additional landscaping provided by the Food Pantry.

2. Pete Ladesic, Glen Ellyn resident, stated he urges the Village Board to approve this project and stated how important the Food Pantry is to the Glen Ellyn.

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

H. Reminders

1. A Village Board Meeting is scheduled for Monday, March 8, 2021 at 7:00 p.m.
2. A Village Board Workshop is scheduled for Monday, March 15, 2021 at 7:00 p.m.

I. Other Business

Acting President Fasules thanked staff for all their time and effort. Acting President Fasules encouraged everyone to be safe and help take care of the Village and help our neighbors.

Trustee Senak stated he has several concerns regarding the Apex 400 variation request. Acting President Fasules encouraged Trustee Senak and all Trustees to speak with Village staff regarding their concerns and questions.

J. Motion to Adjourn

RESULT:	APPROVED [6 TO 0]
MOVER:	Kelli Christinasen, Village Trustee
SECONDER:	Bill Enright, Village Trustee
AYES:	Christiansen, Enright, Fasules, Senak, Thompson

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 3/22/2021 7:00 PM
Department: System Administrator
Department Head:
Category: Minutes
Prepared By:

**AGENDA ITEM (ID # 2021-
997)**

DOC ID: 2021-997

March 8, 2021 Village Board Meeting Minutes

Statement of the Issue:

Please review the attached minutes.

Analysis:

N/A

Budget Impact:

N/A

Action Requested:

Please review and approve the attached minutes.

Attachments:

1. 03082021 Village Board Meeting Minutes (002)



Minutes
Village of Glen Ellyn
Glen Ellyn Village Board
Regular Meeting
Monday March 8, 2021
7:00 PM

Glen Ellyn Civic Center, Galligan Board Room

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

Upon roll call by Village Clerk Chereskin, Acting President Fasules and Trustees Christiansen, Enright, Pryde, Senak and Thompson answered "Present".

Also in attendance: Village Manager Franz, Assistant Village Manager Rodman, Village Attorney Mathews, Finance Director Coyle, Public Works Director Hansen, Community Development Director Springer, Police Chief Norton, Professional Engineer Daubert, Senior Civil Engineer Topor and Economic Development Coordinator Hannah.

D. Audience Participation

None.

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:

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

Motion to approve the following items including Payroll and Vouchers totaling \$2,885,042.96. 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 Expenditure (Payroll and Vouchers) - \$2,885,042.96

Trustee Senak asked what the IL EPA Payment is for. Finance Director Coyle stated this is for the Lambert Farm EPA Loan which was used for sewer improvements.

2. February 8, 2021 Village Board Meeting Minutes

4. Resolution No. 21-02, A Resolution to Allow Service Credit for Military Leave that Interrupts Illinois Municipal Retirement Fund (IMRF) Participation (Finance Director Coyle)

5. Resolution No. 21-03, A Resolution to Allow Illinois Municipal Retirement Fund (IMRF) Service Credit for Military Service Earned Prior to Participation in IMRF (Finance Director Coyle)
6. Resolution No. 21-04, A Resolution Concerning Village of Glen Ellyn work in State Right-of-Way Effective from January 1, 2021 to December 31, 2022 (Public Works Director Hansen)
7. Authorize the Village Manager to Executive Change Order No. 1 to the Design Engineering Services Agreement with Civiltech Engineering Inc. of Itasca, Illinois, for the CBD Streetscape and Utility Improvement Project for Additional Phase II Engineering Services in the amount of \$134,082.70, Resulting in a Revised Total Fixed Price of \$1,137,256.70, to be Expensed to the Capital Projects and Water & Sewer Funds (Professional Engineer Daubert)
8. Authorize the Village Manager to Execute a Contract for 2021-2023 Landscape Maintenance Service to Beary Landscape Inc., Illinois, in a Not-to-Exceed Amount of \$253,560 (Public Works Director Hansen)
9. Authorize the Village Manager to Execute a Contract for Parkway Restoration Work for 2022-2023 to Balanced Environments in a Not-to-Exceed Amount of \$27,250, to be Expensed to the General Fund (Public Works Director Hansen)

ITEMS PULLED FROM THE CONSENT AGENDA TO BE VOTED ON SEPARATELY

3. Approve a Retail Façade Improvement Award in the Amount of \$10,000 for Trans Holding Corp at 507 Pennsylvania Avenue, to be Expensed to the Central Business District TIF Fund (Economic Development Coordinator Hannah)

Economic Development Coordinator Hannah provided an update on the award request. Economic Development Coordinator Hannah stated the property owner has updated his request due to the condition of the building. Economic Development Coordinator Hannah stated the property owner qualifies for a total of \$17,500 in award funds due to the increased cost estimate.

Trustee Christiansen moved to approve a Retail Façade Improvement Award in the Amount of \$17,500 for Trans Holding Corp at 507 Pennsylvania Avenue, to be Expensed to the Central Business District TIF Fund. Trustee Thompson seconded.

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

F. Apex 400 Deviation (Presented by Community Development Director Springer) (Trustee Enright)

1. Ordinance No. 6853, An Ordinance Amending Ordinance No. 6672 and No. 6690 which Granted Approval of the Preliminary and Final Planned Unit Development Plans for the Apex 400 Mixed Use Development at 400 & 418-424 N. Main Street

Community Development Director Springer gave a presentation outlining the proposed request. Community Development Director Springer noted the applicant/tenant is requesting a deviation from the Zoning Code to allow roof top mechanical equipment screening that might be needed, to be installed on the building to a height up to 64 feet from the average existing grade exceeding the permitted building height of 61 feet granted by Ordinance No. 6672 and Ordinance No. 6690 and exceeding the limitation of 45 feet permitted in the C5A district.

Acting President Fasules asked if the variances listed in the proposed Ordinance are already approved. Community Development Director Springer stated all the variations listed were approved previously by the Village Board. Community Development Director Springer stated the revisions are noted in the proposed Ordinance.

Village Manager Franz did note the Village has not received a signed lease from the tenant, but they did receive a draft lease.

Trustee Senak asked why this height variation was not included in the first Ordinance. Community Development Director Springer stated staff was not made aware of the height issue during the original submittal that was approved by the Village Board, and staff found the issue during permit review. Community Development Director Springer also noted Glen Ellyn's Village Code is different than other communities. Community Development Director Springer noted other communities measure the height of a building to the ceiling, which is not how the Glen Ellyn Village Code is written.

Trustee Pryde did note the height restrictions are not straight forward in the Village Code, and can understand the confusion by the developer. Trustee Pryde stated this misunderstanding needs to be fixed in the Village Code to help resolve any future issues.

Trustee Senak asked why the HVAC units are being moved. Community Development Director Springer stated when the building permit application was submitted, staff noticed the HVAC units on the roof caused the structure to be over the approved height.

Trustee Senak asked why staff did not notice this issue earlier. Community Development Director Springer stated mechanical plans are not submitted until after a project is approved by the Village Board. Community Development Director Springer stated when the detailed plans were submitted, staff noticed and addressed the issue.

Trustee Senak asked why these units are being moved to the roof now. Community Development Director Springer stated she will let the petitioner speak to that, but did note it is generally better to have these types of units on a roof.

Trustee Senak asked if the current location of the units are creating a risk to residents. Community Development Director Springer stated the current location meets the Village Code.

Trustee Senak asked why there is not a signed lease. Larry Debb, petitioner, stated the tenant will not sign the lease until the Village Board has approved the variation request. Mr. Debb stated once the variation is approved, the tenant will sign the lease.

Mr. Debb stated if these units are not moved the roof, there is significantly less space for retail or restaurants. Mr. Debb stated if the units are moved to the roof, he can offer more space and will be able to fill the space with a restaurant that will be great for the Village. Mr. Debb stated he takes full responsibility for not interrupting the Village Code correctly regarding the height issue.

Trustee Senak stated Mr. Debb said at the last Village Board Meeting he would provide a signed lease to the Village Board. Trustee Senak stated the Village Board do not have this signed lease. Trustee Senak stated he is not in favor of approval without the signed lease.

Mr. Debb stated the tenant has put a lot of time and money into this restaurant and space. Mr. Debb stated the tenant does not want to sign a lease with about the variation approve from the Village Board. Mr. Debb stated the tenant is concerned he may sign the lease and not be granted the variation.

Mr. Debb noted this variation request will be needed for any future tenant on this floor.

Trustee Christiansen stated the Village Board can't ask a tenant to sign a lease for a space that may not work from him. Trustee Christiansen stated the tenant is not sure if the Village Board will approve his request, and the Village Board should not ask the tenant to sign the lease without approval.

Trustee Senak stated he feels the developer may have done this on purpose, and suggested the developer may have not been truthful with all the information brought forward to the Village Board. Trustee Senak stated this is more than the variation request, but also about truthfulness and candor.

Trustee Christiansen stated there is no reason to hold this approval due to potential questions and issues with the developer.

Mr. Debb stated he is not trying to hide anything from the Village Board. Mr. Debb stated that if a restaurant is going to occupy this space, the units will have to be moved.

Mr. Debb noted while the restaurant is not opening soon, they need to know the decision by the Village Board soon so the foundation work can be complete correctly.

Trustee Thompson stated his primary concern is the health and safety in Glen Ellyn, and that if this is best for Glen Ellyn he is willing to approve the request. Trustee Thompson stated he still has concerns regarding the developer and the Apex project, and wants to see improvements moving forward.

Trustee Pryde suggested the Village Board make a motion that is subject to attorney review, to make sure the lease is signed.

Trustee Christiansen moved to approve Ordinance No. 6853, An Ordinance Amending Ordinance No. 6672 and No. 6690 which Granted Approval of the Preliminary and Final Planned Unit

Development Plans for the Apex 400 Minutes Use Development at 400 & 418-424 N. Main Street, subject to attorney review. Trustee Pryde Seconded.

Trustee Christiansen stated she knows this decision is tough and that it seems like an end run. Trustee Christiansen stated she knows we have a Village Code for a reason, but this request will only add 3 feet to the roof, which nobody will see. Trustee Christiansen stated denying this request will not stop the development from being built, and it will make it so another restaurant can't occupy that space.

Trustee Thompson stated he agrees with Trustee Christiansen. Trustee Thompson stated he is not happy about the request, but understands the approval is what is best for the project and Village.

Trustee Pryde noted there are issues that need to be fixed in the Zoning Code and Building Code as this misunderstanding may come up in future projects.

Trustee Enright stated the Plan Commission was in favor of the request and he agrees with the Plan Commission's recommendation.

Public Comment

1. Julie Spiller spoke regarding her concerns of the Apex 400 development and concerns regarding the developer. Ms. Spiller stated her concerns of this request, and noted she is concerned of the lack of transparency from the developer and Village.

2. Pete Ladesic spoke regarding the development and noted developers often run into this issue and that this request is common. Mr. Ladesic stated the Village Board is picking on issues that do not have to do with the request.

3. Joyce Hothan wrote regarding her concerns of the Apex 400 development and concerns regarding the developer. Ms. Hothan stated the developer is using "bait and switch" tactics, and this request should not be approved.

4. Christine Wilson wrote regarding her concerns of the Apex 400 development and concerns regarding the developer. Ms. Wilson asked the Village Board not approve this request.

5. Zak Wilson wrote regarding her concerns of the Apex 400 development and concerns regarding the developer. Mr. Wilson asked the Village Board not approve this request.

Acting President Fasules asked Trustee Pryde to work with Village Manager Franz and Community Development Director Springer regarding his proposed Zoning Code updates.

Trustee Senak stated this approval is just not about the height variance. Trustee Senak stated the Village board was not provided candid and forthcoming information and that he is not willing to compromise the integrity of the Village.

Trustee Thompson moved the table this agenda item to the next Village Board Meeting scheduled for Monday, March 22, 2021. Trustee Senak seconded.

Trustee Thompson stated if the Village receives a signed lease prior to the March 22, 2021 Village Board meeting, then the Village Board can call a Special Meeting to approve the request.

RESULT:	TABLED [4 TO 2]
MOVER:	Steve Thompson, Village Trustee
SECONDER:	Mark Senak, Village Trustee
AYES:	Enright, Fasules, Senak, Thompson
NAYS:	Christiansen, Pryde

G. 427-433 N. Main Street Easement (Presented by Community Development Director Springer) (Trustee Enright)

1. Motion to Approve a Permanent Easement Agreement and a Construction Easement Agreement for the Properties Located at 427-433 N. Main Street, Subject to Attorney Review

Community Development Director Springer gave a presentation on the proposed easement agreements.

Trustee Senak asked what subject to attorney review exactly means. Village Attorney Mathews stated it does not have a specific definition, but it is used when the parties are still discussing minor details of the agreement. Village Attorney Mathews stated if there is a material change, the agreement would be brought back to the Village Board for consideration.

RESULT:	APPROVED [6 TO 0]
MOVER:	Kelli Christiansen, Village Trustee
SECONDER:	Craig Pryde, Village Trustee
AYES:	Christiansen, Enright, Fasules, Pryde, Senak, Thompson

H. 2020 and 2021 Budget Amendments (Presented by Finance Director Coyle) (Trustee Christiansen)

1. Ordinance No. 6856, An Ordinance Amending the Budget of the Village of Glen Ellyn for the Fiscal Year Ended December 31, 2020

Finance Director Coyle provided a brief presentation regarding the proposed Ordinance.

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

2. Ordinance No. 6857, An Ordinance Amending the Budget of the Village of Glen Ellyn for the Fiscal Year Ending December 31, 2021 to Provide Funds for Prior Year Projects, Encumbrances and Capital Improvements

Finance Director Coyle provided a brief presentation regarding the proposed Ordinance.

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

I. Reminders

1. A Village Board Workshop is scheduled for Monday, March 15, 2021 at 7:00 p.m.
2. A Village Board Meeting is scheduled for Monday, March 22, 2021 at 7:00 p.m.

J. Other Business

Acting President Fasules thanked staff for all their time and effort. Acting President Fasules provided updates on COVID-19 and DuPage County's vaccination efforts. Acting President Fasules reminded all residents to be safe and vigilant.

Trustee Thompson stated he would like to see changes in future redevelopment agreements regarding notice of ownership change and required disclosures. Acting President Fasules asked Trustee Thompson to work with Village Manager Franz and Village Attorney Mathews regarding his suggested changes.

K. Motion to Adjourn

RESULT:	APPROVED [6 TO 0]
MOVER:	Craig Pryde, Village Trustee
SECONDER:	Kelli Christiansen, Village Trustee
AYES:	Christiansen, Enright, Fasules, Senak, Thompson

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 3/22/2021 7:00 PM
Department: System Administrator
Department Head:
Category: Appointment
Prepared By:

**AGENDA ITEM (ID # 2021-
916)**

DOC ID: 2021-916

**Approve the Recommendation of Acting Village President Fasules
for the Appointment of Environmental Commissioner, Karin Daly,
for a Term Ending May 31, 2024 and Appointment of
Environmental Commissioner, Barbara Kwiatkowski, for a Term
Ending May 31, 2024**

Statement of the Issue:

The Environmental Commission has two vacancies to be filled.

Analysis:

N/A

Budget Impact:

N/A

Action Requested:

Approve the Recommendation of Acting Village President Fasules for the Appointment of Environmental Commissioner, Karin Daly, for a Term Ending May 31, 2024 and Appointment of Environmental Commissioner, Barbara Kwiatkowski, for a Term Ending May 31, 2024

Attachments:



**Glen Ellyn Village
Board**

535 Duane Street
Glen Ellyn, IL 60137

Meeting 3/22/2021 7:00 PM
Department: Community Development
Department Head: Staci Springer
Category: Ordinance
Prepared By: Katie Ashbaugh

**AGENDA ITEM (ID
2021-957)**

DOC ID: 2021-957

**Ordinance No. 6858, An Ordinance Approving Three Zoning
Variations From Certain Setback and Alteration Requirements for
an Addition on the Property Located at 419 Hill Avenue
(Community Development Director Springer)**

Statement of the Issue:

Please review attached staff memo.

Analysis:

Please review attached staff memo.

Budget Impact:

N/A

Action Requested:

Please review attached staff memo.

Attachments:

1. Village Board Memo: 419 Hill Avenue Zoning Variations
2. Draft Ordinance
3. Exhibit A - February 23, 2021 ZBA Approved Meeting Minutes
4. Exhibit B - Site Plan
5. Exhibit C - Elevations

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Springer, AICP, Director of Community Development
Katie Ashbaugh, AICP, Planner

DATE: March 12, 2021

RE: *March 22, 2021, Village Board Meeting*
An Ordinance Approving Three Zoning Variations from Certain Setback and
Alteration Requirements for an Addition on the Property Located at 419 Hill Avenue



Background

The property owners, Jane and Jonathan Hootman, are requesting approval of three zoning variations from the Glen Ellyn Zoning Code to allow a second-story addition and front porch to be constructed onto an existing nonconforming, single-family home. The first two variations relate to the required front yard setback.

The subject property is zoned R2 Residential District and is improved with a one-story, single-family home, and an approximately 496 square-foot detached garage. All surrounding properties are also zoned R2 – Single Family Residential District and also improved with single-family homes. Notice of the public hearing was published in the Daily Herald on February 8, 2021, a placard was placed on the property and property owners within 250 feet of the subject property were mailed notice of the public hearing. The Zoning Board of Appeals (ZBA) conducted a public hearing for the requested variations on Tuesday, February 23, 2021.

Front Yard Setback Variations

Additions to nonconforming principal structures are required to comply with the setbacks of the applicable zoning district. The property located to the west of the subject property, 413 Hill Avenue, and the property located to the east, 423 Hill Avenue, are both farther than 50 feet from their respective front lot lines along Hill Avenue. Therefore, the subject property must comply with the maximum required front yard setback in the R2 district of 50 feet. Because the existing home is approximately 37 feet from its front lot line, it is nonconforming. The petitioners are requesting to maintain the existing front yard setback of 37 feet for the proposed addition. Front porches are permitted to encroach up to 25 percent into the required front yard, which results in a required setback for a front porch of 37 feet 6 inches. The petitioners are requesting a setback of approximately 32 feet 7 inches from the front lot line for the proposed front porch. Two zoning variations are required.

Alteration Class Variation

Nonconforming structures on lots with a width of at least 50 feet are permitted to have Class 1 alterations and Class 1 and 2 additions made to the existing principal structure. Class 1 alterations are defined as alterations where no more than 50 percent of the total exterior surface of the

principal structure is changed, with the exterior surfaces consisting of the roof and exterior walls of the structure. The petitioners are requesting a Class 2 alteration to alter 70 percent of the existing exterior surfaces of the home, where a Class 1 alteration, of up 50 percent, is permitted. One zoning variation is required.

Public Hearing Summary

The ZBA reviewed the existing conditions of the property, the proposed location of the addition and front porch requiring the variations, and considered testimony from the property owners, their architect, and contractor. The petitioners stated that they purchased the home in October 2020 with the intent of adding to the home to meet their needs in a manner that fit the character of the neighborhood.

Owners of two immediately adjacent properties, 423 Hill to the east and 413 Hill to the west, each signed a petition of support for the requested variations.

The ZBA deliberated on the exact hardships or unique circumstances presented by the property owners. They found that the following hardships or unique circumstances applied to this request: the existing home predates the current Zoning Code, that the detached garage location prevents an addition to the rear of the home, and that the adjacent homes' locations limit the petitioners to a Class I alteration where a Class II alteration is needed (due to the home's legal nonconforming status).

Recommendation

At the public hearing on February 23, 2021, the ZBA voted on a motion to recommend approval of the requested variations, which was carried by a vote of six (6) yes votes and one (1) no vote. Following this recommendation for approval, staff has prepared an ordinance to **approve** the requested variations.

Action Requested

The Village Board should consider the petitioners' requests, the recommendation offered by the Zoning Board of Appeals, and any further evidence or testimony presented at the Village Board Meeting and grant, deny or amend the requested variations.

Attachments

- Draft Ordinance
- Aerial Photo
- Exhibit A – Approved Minutes of February 23, 2021, ZBA meeting
- Exhibit B – Site Plan
- Exhibit C – Elevations

CC: Jane and Jonathan Hootman, owners and petitioners



Village of Glen Ellyn

Ordinance No.

**An Ordinance Approving Three Zoning Variations
From Certain Setback and Alteration
Requirements for an Addition
on the Property Located at
419 Hill 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 Three Zoning Variations
From Certain Setback and Alteration
Requirements for an Addition
on the Property Located at
419 Hill Avenue, Glen Ellyn, IL 60137**

Whereas, Jane and Jonathan Hootman, owners of property located at 419 Hill Avenue, Glen Ellyn, Illinois, which is legally described as follows:

THE WEST 50 FEET OF THE NORTH HALF OF LOT 3 IN BLOCK 1 IN TURNER & MCLEAN'S SUBDIVISION, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 18, 1905 AS DOCUMENT 83929, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-14-114-005

have petitioned the President and Board of Trustees of the Village of Glen Ellyn for three (3) zoning variations from the Glen Ellyn Zoning Code, which are as follows: Section 10-8-6(B)(3) to allow a Class II alteration of approximately 70 percent of the exterior surfaces of an existing nonconforming single-family home where a Class I alteration of no more than 50 percent of the exterior surfaces is permitted on lots of at least 50 feet in width; Section 10-4-8(D)(1) to allow a front yard setback for the proposed addition to the principal structure of approximately 37 feet where a setback of 50 feet is required; Section 10-5-5(B)(4) #24.b to allow a front yard setback for the proposed front porch of approximately 32 feet 7 inches where a setback of 37 feet 6 inches is required for the construction of a second-story addition and a front porch onto an existing nonconforming single-family home in the R2 Residential District; and

Whereas, following due notice by publication in the Daily Herald not less than fifteen (15) nor more than thirty (30) days prior thereto, and by mailing notice to all property owners within 250 feet of the subject property at least ten (10) days prior thereto, and following the placement of

a placard on the subject property not less than fifteen (15) days prior thereto, the Glen Ellyn Zoning Board of Appeals conducted a remote public hearing on the virtual meeting platform, Zoom, on February 23, 2021, as permitted by Public Act 101-0640, which was signed into law by Governor Pritzker on June 12, 2020, at which the petitioners presented evidence, testimony, and exhibits in support of the variation requests and zero (0) persons appeared in favor of the variation requests and zero (0) persons appeared in opposition thereto; and

Whereas, included in the evidence presented by the petitioners, the owners of two (2) properties which are within 250 feet of the subject property and therefore received notice by mail of the public hearing, signed a petition to attest their support for the zoning variations requested to allow for the construction of a second-story addition and front porch onto the existing nonconforming single-family home on the subject property; and

Whereas, based upon the evidence, testimony, and exhibits presented at the remote public hearing on February 23, 2021, the Zoning Board of Appeals adopted findings of fact and voted on a motion to recommend approval of the variations, which carried by a roll call vote of six (6) “yes” and one (1) “no”, resulting in a recommendation for approval as set forth in its Approved Minutes dated February 23, 2021, appended hereto as Exhibit "A"; and

Whereas, the President and Board of Trustees have reviewed the Approved Minutes of the February 23, 2021, Zoning Board of Appeals remote public hearing, attached hereto as Exhibit “A”, the site plan, attached hereto as Exhibit “B”, the elevations, attached hereto as Exhibit “C”, and the evidence presented at the aforementioned public hearing and have considered the findings of fact and recommendations of the Zoning Board of Appeals; and

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

A. That the practical difficulties or particular hardships, being that the existing home

- predates the current Zoning Code, that the detached garage location prevents an addition to the rear of the home, and that the adjacent homes' locations limit the petitioners to a Class I alteration instead of the necessary Class II alteration; and
- B. That the variations, if granted, will not alter the essential character of the locality as the variations will allow for the construction of an addition and front porch that is otherwise compliant with the Zoning Code. The proposed front porch location is consistent with the setbacks of other homes on neighboring properties on the south side of Hill Avenue, and fits the character of the surrounding neighborhood; and
- C. That the purpose of the variations is not based exclusively upon a desire to make more money out of the property since the petitioners intend to make this improvement to expand the livable area of the home, including two additional bedrooms where only two bedrooms exist in the home currently, to accommodate additional family residents; and
- D. That the variations will not be detrimental to the public comfort, morals, and welfare or injurious to other property or improvements in the neighborhood in which the property is located since the use is permitted in the zoning district and the second-story addition and front porch will be constructed following all applicable zoning code regulations other than the variations granted; and
- E. That the variations will not substantially increase the hazard from fire or other dangers to said property and not otherwise impair the public health, safety, or general welfare of the inhabitants of the Village since the addition will be constructed following all applicable building code regulations; and
- F. That the variations will not diminish or impair property values within the

neighborhood; and

- G. That the variations will not unduly increase traffic congestion in the public streets and highways, as the traffic pattern on site will not be changed; and
- H. That the variations will not increase public expenditures or create a nuisance since this is an improvement to the existing single-family residential use in a residential zoning district; and
- I. That the variations are the minimum variations that will make possible the reasonable use of the land, building, or structure; and

Whereas, the President and Board of Trustees, based on the aforementioned findings of fact, find it appropriate to grant the variations as recommended by the Zoning Board of Appeals.

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

Section One: The Approved Minutes of the February 23, 2021, Glen Ellyn Zoning Board of Appeals meeting, Exhibit "A" appended hereto, are hereby accepted, and the findings of fact and conclusions set forth in the preambles above are hereby adopted as the findings of fact and conclusions of the corporate authorities of the Village of Glen Ellyn.

Section Two: Based upon the above findings of fact, the President and Board of Trustees hereby approve the following zoning variations from the Glen Ellyn Zoning Code: Section 10-8-6(B)(3) to allow a Class II alteration of approximately 70 percent of the exterior surfaces of an existing nonconforming single-family home where a Class I alteration of no more than 50 percent of the exterior surfaces is permitted on lots of at least 50 feet in width; Section 10-4-8(D)(1) to allow a front yard setback for the proposed addition to the principal structure of approximately 37 feet where a setback of 50 feet is required; Section 10-5-5(B)(4) #24.b to allow a front yard setback

for the proposed front porch of approximately 32 feet 7 inches where a setback of 37 feet 6 inches is required for the construction of a second-story addition and a front porch onto an existing nonconforming single-family home in the R2 Residential District, on the property located at 419 Hill Avenue, Glen Ellyn, Illinois, which is legally described as follows:

THE WEST 50 FEET OF THE NORTH HALF OF LOT 3 IN BLOCK 1 IN TURNER & MCLEAN'S SUBDIVISION, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 18, 1905 AS DOCUMENT 83929, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-14-114-005

Section Three: This grant of variations is conditioned upon the second-story addition and front porch being constructed in substantial compliance with the testimony and exhibits provided at the February 23, 2021, Zoning Board of Appeals remote public hearing, including the site plan, attached hereto as Exhibit "B", and the elevations attached hereto as Exhibit "C", with both aforementioned exhibits dated January 20, 2021.

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

Section Five: The Village Clerk is hereby authorized and directed to cause a copy of this

Ordinance approving the variations to be recorded with the DuPage County Recorder of Deeds.

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

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

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

Ayes		Craig Pryde		Steve Thompson		Mark Senak
		Kelli Christiansen		Bill Enright		Gary Fasules
Nays		Craig Pryde		Steve Thompson		Mark Senak
		Kelli Christiansen		Bill Enright		Gary Fasules
Absent		Craig Pryde		Steve Thompson		Mark Senak
		Kelli Christiansen		Bill Enright		Gary Fasules

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____.)

MINUTES
ZONING BOARD OF APPEALS
February 23, 2021

The meeting was called to order by ZBA Chairperson Gregory Constantino at 7:03 p.m. Zoning Board of Appeals Members Michelle Covington, Katie Crudele, Matt Jones, Chip Miller and Reed Panther were present. Zoning Board of Appeals Member Tom Whalls arrived at 7:40 p.m. Also present were Planner Katie Ashbaugh, Trustee Liaison Kelli Christiansen and Recording Secretary Lindsey Kaminsky.

Chairperson Constantino stated tonight's meeting is called pursuant to notice by statue that was published in the Daily Herald on February 8, 2021 for the property located at 419 Hill Avenue.

Chairperson Constantino stated this meeting will be conducted by audio or video conference without a physically present quorum of the Glen Ellyn Zoning Board of Appeals (ZBA) because of a disaster declaration related to COVID-19 and public health concerns affecting the Village of Glen Ellyn. The Chairperson of the Zoning Board of Appeals has determined that an in-person meeting at the Civic Center is not practical or prudent because of the disaster. The Chairperson, members of the Zoning Board of Appeals, Village Manager, and Village Attorney will not be physically present at the Civic Center because their attendance is unfeasible due to the disaster. Physical attendance at the Civic Center by the public is also not feasible because of the disaster.

Chairperson Constantino stated it is important that the case scheduled tonight be heard to continue critical Village business which will enable ongoing construction, development, protection of property values, and the promotion of the Village's economic vitality.

Chairperson Constantino stated the Glen Ellyn Zoning Board of Appeals is advisory in nature and the actual variances that are being requested can only be granted by the Village of Glen Ellyn Board of Trustees. The ZBA's function is to listen to whatever testimony is offered by the petitioner and others. We take significant evidence, agree on the facts which we have found from the evidence, consider and deliberate among ourselves and then we make a recommendation to the Village Board.

Chairperson Constantino stated if the ZBA makes a recommendation favorable to the granting of the variation(s) requested, then the Village Board requires a majority vote for the final approval of the ordinance to grant the variation(s). If the ZBA makes a recommendation to deny the requested variation(s), it would then require a two-thirds vote of the Trustees of the Glen Ellyn Village Board to pass an ordinance approving the variation(s) requested.

MOTION TO ALLOW REMOTE PARTICIPATION

ZBA Member Miller moved, seconded by ZBA Member Panther, to allow remote participation in the meeting by the ZBA members. The motion was carried by roll call vote with 6 "yes" votes and 0 "no" vote. The "yes" votes are as follow: ZBA Chairperson Constantino, ZBA Member Covington, ZBA Member Crudele, ZBA Member Jones, ZBA Member Miller and ZBA Member Panther.

MINUTES

ZBA Member Covington moved, seconded by ZBA Member Panther, to approve the minutes of the January 12, 2021 meeting. The motion was carried with 6 “yes” votes and 0 “no” vote. The “yes” votes are as follow: ZBA Chairperson Constantino, ZBA Member Covington, ZBA Member Crudele, ZBA Member Jones, ZBA Member Miller and ZBA Member Panther.

On the agenda was a public hearing regarding the property located at 419 Hill Avenue.

ZBA Chairperson Constantino stated all members of the Zoning Board of Appeals have visited the property and are familiar with the plans that were submitted.

A motion was made by ZBA Member Crudele and seconded by ZBA Member Miller to open the public hearing for 419 Hill Avenue at 7:11 p.m. The motion was carried by roll call vote with 6 “yes” votes and 0 “no” vote. The “yes” votes are as follow: ZBA Chairperson Constantino, ZBA Member Covington, ZBA Member Crudele, ZBA Member Jones, ZBA Member Miller and ZBA Member Panther.

PUBLIC HEARING – 419 HILL AVENUE

PETITIONER JANE R. HOOTMAN IS REQUESTING A RECOMMENDATION OF APPROVAL OF THE FOLLOWING VARIATIONS FROM THE GLEN ELLYN ZONING CODE: 1. SECTION 10-8-6(B)(3) – TO ALLOW A CLASS II ALTERATION OF APPROXIMATELY 70 PERCENT OF THE EXTERIOR SURFACE OF AN EXISTING NONCONFORMING SINGLE-FAMILY HOME WHERE A CLASS I ALTERATION OF NO MORE THAN 50 PERCENT OF THE EXTERIOR SURFACE IS PERMITTED ON LOTS OF AT LEAST 50 FEET IN WIDTH; 2. SECTION 10-4-8(D)(1) – TO ALLOW A FRONT YARD SETBACK FOR THE PROPOSED ADDITION TO THE PRINCIPAL STRUCTURE OF APPROXIMATELY 37 FEET WHERE A SETBACK OF 50 FEET IS REQUIRED; 3. SECTION 10-5-5(B)(4) #24.B – TO ALLOW A FRONT YARD SETBACK FOR THE PROPOSED FRONT PORCH OF APPROXIMATELY 32 FEET 7 INCHES WHERE A SETBACK OF 37 FEET 6 INCHES IS REQUIRED; 4. ANY OTHER ZONING RELIEF NECESSARY TO CONSTRUCT THE PROJECT AS DEPICTED ON THE PLAN PRESENTED OR REVISED AT THE PUBLIC HEARING OR AT A PUBLIC MEETING OF THE VILLAGE BOARD.

(Jane R. Hootman, owners of the property located at 419 Hill Avenue).

Staff Presentation

Planner Ashbaugh was present to speak regarding the proposed variation request and was sworn in.

Planner Ashbaugh stated the petitioner is Jane R. Hootman, owner of the property located at 419 Hill Avenue. She said that The subject property and all surrounding properties are zoned R2 – Single Family Residential District and also improved with single-family homes.

Planner Ashbaugh stated the petitioner is requesting a recommendation of approval of the following variations from the Glen Ellyn Zoning Code:

1. Section 10-8-6(B)(3) – to allow a Class II alteration of approximately 70 percent of the exterior surface of an existing nonconforming single-family home where a Class I alteration of no more than 50 percent of the exterior surface is permitted on lots of at least 50 feet in width;
2. Section 20-4-8(D)(1) – to allow a front yard setback for the proposed addition to the principal structure of approximately 37 feet where a setback of 50 feet is required;
3. Section 10-5-5(B)(4) #24.b – to allow a front yard setback for the proposed front porch of approximately 32 feet 7 inches where a setback of 37 feet 6 inches is required; and
4. Any other zoning relief necessary to construct the project as depicted on the plans presented or revised at the public hearing or at a public meeting of the Village Board

Planner Ashbaugh stated the Village has not granted any past variations to this property and briefly reviewed previous permits issued for improvements to the property.

Planner Ashbaugh stated the petitioner is proposing to construct a second-story addition with a front porch onto their existing nonconforming single-family home, which requires the three variations.

Planner Ashbaugh stated additions to nonconforming principal structures are required to comply with the setbacks of the applicable zoning district. She said that the property located to the west, 413 Hill Avenue, and the property located to the east, 423 Hill Avenue, are both farther than 50 feet from their respective front lot lines along Hill Avenue, which is the farthest distance homes are permitted to be set back from the front lot line. She said that therefore, the subject property must comply with the maximum 50-foot front yard setback requirement. She said that because the existing home is approximately 37 feet from its front lot line, it is nonconforming. She said that the proposed addition would maintain this existing setback at 37 feet.

Planner Ashbaugh stated front porches are permitted to encroach up to 25 percent into the required front yard. Because the required front yard setback for the subject property is 50 feet, a front porch may encroach up to 12 feet 6 inches for a setback of 37 feet 6 inches from the front lot line. She said the proposed front porch would instead encroach approximately 22 feet 4 inches into the required front yard, for a resulting setback of approximately 27 feet 8 inches from the front lot line.

Planner Ashbaugh stated nonconforming structures on lots with a width of at least 50 feet are permitted to have Class I alterations and Class I and II additions made to the existing principal structure. She stated that Class I alterations are defined as alterations in which no more than 50 percent of the total exterior surface of the principal structure may be changed, with the exterior surfaces consisting of the roof and exterior walls of the structure. Planner Ashbaugh noted that window and door openings are not included in the surface area calculation. She said that the proposed addition requires approximately 70 percent of the total exterior surface of the existing principal structure to be replaced.

Planner Ashbaugh stated the proposed addition is considered a Class II addition and will increase the floor area of the home by 1,333 square feet or 114%, which is permitted.

Planner Ashbaugh stated no comments were received in opposition to the request. She said that owners of the properties directly adjacent to the subject lot (413 & 423 Hill Avenue) have signed a petition in support of the requests.

Questions from the Zoning Board of Appeals

ZBA Member Miller asked if this addition makes the porch the “proudest” house on the street. Planner Ashbaugh stated there are a few homes that technically are closer to their front lot lines than the proposed front porch is, so this home will not be the “proudest”.

ZBA Member Panther asked what the current and proposed setback is. Planner Ashbaugh stated the current is 37 feet and the proposed is about 37 feet.

ZBA Member Panther asked if the addition involved enclosing the existing front porch or if the existing porch is part of the principal structure. Planner Ashbaugh stated that the existing front porch is enclosed entirely and considered part of the existing principal structure, not an accessory structure.

ZBA Chairperson Constantino asked if the proposed addition’s bulk (front yard) setback is measured from the existing enclosed porch area. Planner Ashbaugh confirmed this.

Petitioners’ Presentation

Sworn in for the Petitioner’s Presentation was Jane Hootman, petitioner and owner of the property located at 419 Hill Avenue; John Hootman, owner of the property located at 419 Hill Avenue; Julia Smith, petitioner’s architect; Matt Rooney, petitioner’s contractor.

Ms. Jane Hootman stated her family purchased the property in October 2020. Ms. Hootman stated her family has two children and is expecting their third. Ms. Hootman stated it was her intention to purchase a home in Glen Ellyn that was affordable and charming. Ms. Hootman stated the home was purchased with the intention of adding an addition. Ms. Hootman stated she grew up in Glen Ellyn on Hill Avenue. Ms. Hootman stated she wants to maintain the character and charm of the Village of Glen Ellyn.

John Hootman stated the proposed addition is not too large, and thinks the project will fit in the neighborhood.

Matt Rooney stated the hardships and unique circumstances come from the fact the house predates a lot of the current Zoning Code. Mr. Rooney also noted other homes on Hill Avenue have further setbacks, which makes the property at 419 Hill Avenue nonconforming. Mr. Rooney stated Hill Avenue runs on an angle which also creates inconsistencies. Mr. Rooney noted the setback of the home is remaining the same.

Additional Questions from the Zoning Board of Appeals

ZBA Chairperson Constantino asked how many bedrooms are in the home and how many are being proposed. Ms. Hootman stated there are currently two bedrooms and with the proposed addition there will be four.

ZBA Chairperson Constantino asked if it was possible to have the addition located the south of the home. Ms. Hootman stated this was not possible due to where the garage is located. Ms. Hootman stated it was reduce the size of the backyard and would create issues navigating the driveway.

ZBA Chairperson Constantino asked if the driveway is shared. Ms. Hootman confirmed it is not.

Persons in Favor of or in Opposition to the Variation Requests

No one spoke in favor or in opposition of the variation requests.

Findings of Fact

ZBA Member Panther stated the following findings of fact: the property in question is 419 Hill Avenue; the petitioner is Jane Hootman, owner of the property at 419 Hill Avenue; the petitioner is requesting a variation from Section 10-8-6(B)(3) – to allow a Class II alteration of approximately 70 percent of the exterior surface of an existing nonconforming single-family home where a Class I alteration of no more than 50 percent of the exterior surface is permitted on lots of at least 50 feet in width, Section 20-4-8(D)(1) – to allow a front yard setback for the proposed addition to the principal structure of approximately 37 feet where a setback of 50 feet is required, Section 10-5-5(B)(4) #24.b – to allow a front yard setback for the proposed front porch of approximately 32 feet 7 inches where a setback of 37 feet 6 inches is required and Any other zoning relief necessary to construct the project as depicted on the plans presented or revised at the public hearing or at a public meeting of the Village Board.

ZBA Member Panther continued the findings of fact: the ZBA heard from Planner Ashbaugh who indicated the property is zoned R2 – Single Family Residential District and is improved with a one-story single-family home; all surrounds properties are also zoned R2 – Single Family Residential District and also improved with single-family homes; the petitioner's home is nonconforming; the properties located to the west and east are both farther than 50 feet from their respective front lot lines which is why the subject property must comply with the 50-foot front yard setback; the petitioner is proposing to construct a second-story addition essentially going up over the existing enclosed front porch as well as the rear of the home.

ZBA Member Panther continued the findings of fact: the ZBA heard from Jane and John Hootman, owners of the subject property, who indicated the property was purchased in October 2020; they wanted to maintain the character of the home as well as wanting to place a modest size home on the lot; there are currently two bedrooms in the home and they are proposing four bedrooms; it is not possible to have the addition towards the back of the lot because it would cause issues accessing the garage. The ZBA heard from Matt Rooney, the petitioner's contractor, who indicated the potential hardships for the property are that existing home predates the existing Zoning Code, the location of

the adjacent properties made this home nonconforming and the homes are not constructed parallel to the street as Hill Avenue runs on an angle.

ZBA Member Panther continued the findings of fact: there were no objections received by the Village relating the proposed project.

Motion

ZBA Member Jones moved, seconded by ZBA Member Covington that the Zoning Board of Appeals recommend to approve of the Findings of Fact. The motion was carried by roll call vote with 6 “yes” votes and 0 “no” vote. The “yes” votes are as follow: ZBA Chairperson Constantino, ZBA Member Covington, ZBA Member Crudele, ZBA Member Jones, ZBA Member Miller and ZBA Member Panther.

Additional Comments from the Zoning Board of Appeals

ZBA Member Covington stated that she is not in favor of approving this project. ZBA Member Covington stated she does not see a hardship. ZBA Member Covington also stated the petitioners knew this home was not large enough for their needs when they purchased it in October 2020.

ZBA Member Crudele stated she understands both sides. ZBA Member Crudele stated she can see how the outdated code can create a hardship. ZBA Member Crudele stated she is in favor of the project as the petitioners are trying to meet the characteristics of Glen Ellyn.

ZBA Member Jones stated he is in favor of approval. ZBA Member Jones stated he sees the hardship. ZBA Member Jones stated if the home was torn down and rebuilt, it would not have much of a backyard and would need a detached garage. ZBA Member Jones noted this project fits the characteristics of Glen Ellyn.

ZBA Member Miller stated he is struggling with this project. ZBA Member Miller stated his biggest concern is the porch as it seems to stick out too far. ZBA Member Miller stated he is not in favor with the current design of the porch.

ZBA Member Panther stated the adjacent homes do create a hardship as they created the nonconformity. ZBA Member Panther stated he is in favor of the project as the petitioners are at a disadvantage to what was approved and built on the surrounding neighbor's homes. ZBA Member Whalls stated he is in favor of this project. ZBA Member Whalls stated the adjacent homes create a hardship and that there is also support from the petitioner's neighbors.

ZBA Chairperson Constantino stated he is struggling with this request. ZBA Chairperson Constantino stated the adjacent neighbor's setbacks do create a hardship for the petitioners. ZBA Chairperson Constantino stated if the entire addition was placed on the south of the house, it would reduce the size of the backyard. ZBA Chairperson Constantino agreed a larger addition would not maintain the characteristic of the neighborhood. ZBA Chairperson Constantino also noted the angle of Hill Avenue. ZBA Chairperson Constantino also noted the neighbors are in favor of the project. ZBA Chairperson Constantino stated due to these reasons, he is in favor of the project.

ZBA Member Miller asked if any other ZBA Member has concerns about the porch sticking out too far. ZBA Chairperson Constantino stated while the porch will sit closer to the street, it is not a unique circumstance on the block. ZBA Member Miller stated he can find a way to support this project.

Motion

A motion was made by ZBA Member Jones and seconded by ZBA Member Covington to close the public hearing for 419 Hill Avenue at 8:01 p.m. The motion was carried by roll call vote with 7 “yes” votes and 0 “no” vote. The “yes” votes are as follow: ZBA Chairperson Constantino, ZBA Member Covington, ZBA Member Crudele, ZBA Member Jones, ZBA Member Miller, ZBA Member Panther and ZBA Member Whalls.

A motion was made by ZBA Member Miller and seconded by ZBA Member Jones as follows:

Having considered the application of Jane R. Hootman, petitioner and owner of the property located at 419 Hill Avenue, Glen Ellyn, for three (3) zoning variations to allow the following: a Class II alteration of approximately 70 percent of the exterior surface of an existing nonconforming single-family home where a Class I alteration of no more than 50 percent of the exterior surface is permitted on lots of at least 50 feet in width, a front yard setback for the proposed addition to the principal structure of approximately 37 feet where a setback of 50 feet is required, and a front yard setback for the proposed front porch of approximately 32 feet 7 inches where a setback of 37 feet 6 inches is required, all to allow for the addition of a second-story and front porch onto the existing nonconforming, single-family home on the property located at 419 Hill Avenue, an interior lot in the R2 – Residential District, as depicted on the plans presented or revised at the public hearing or at a public meeting of the Village Board, the Zoning Board of Appeals hereby adopts the findings of fact in the petitioner’s application packet and presented by the petitioner at the Zoning Board of Appeals remote public hearing conducted on February 23, 2021, as well as the findings included in the deliberations of the Zoning Board of Appeals and recommends APPROVAL of the requested zoning variations from Sections 10-8-6(B)(3), 10-4-8(D)(1), and 10-5-5(B)(4) #24.b of the Glen Ellyn Zoning Code due to the following hardship(s) or unique circumstance(s):

1. The house predates the current Zoning
2. The garage location includes going further back on the lot
3. The adjacent homes’ locations limits the petitioner’s to a Class II alteration instead of a Class I

The motion was carried by roll call vote with 6 “yes” votes and 1 “no” vote. The “yes” votes are as follow: ZBA Chairperson Constantino, ZBA Member Crudele, ZBA Member Jones, ZBA Member Miller, ZBA Member Panther and ZBA Member Whalls. The “no” votes are as follow: ZBA Member Covington.

ZBA Chairperson Constantino stated this request will be brought to the Village Board and stated the petitioners should work with Planner Ashbaugh to confirm the Village Board meeting date. Planner Ashbaugh noted this will be on the March 22, 2021 Village Board Meeting agenda.

Staff Report

Planner Ashbaugh stated there are currently three public hearings scheduled for the March 9, 2021 ZBA meeting. Planner Ashbaugh stated there are currently two (with the possibility of a third) public hearings scheduled for the March 23, 2021 ZBA meeting.

Planner Ashbaugh also noted Associate Planner Jackson's last day at the Village was Monday, February 22.

Trustee Liaison Report

Trustee Christiansen stated the Village Board approved the new Glen Ellyn Food Pantry location at the February 22, 2021 Village Board Meeting.

Trustee Christiansen also stated the Village and Glen Ellyn Park District have partnered to create a Pop-Up Winter Plaza, which is located in the Crescent parking lot.

ZBA Member Whalls asked if there has been any progress with creating a group to review the Village Code and Zoning Code including lot coverage ratio requirements. Trustee Christiansen stated she suggested the idea to staff and also noted parts of the Village Code are being reviewed including several Zoning Code text amendments.

ZBA Member Panther asked if the Village was considering some kind of overlay district or other way to address the multiple nonconforming lots in the R2 district. Planner Ashbaugh also stated Community Development staff are currently in the process of doing historical research on variations and that GIS is preparing a map determine which lots in the R2 district have nonconforming lot widths and areas. Planner Ashbaugh stated no code amendments or zoning map changes are being considered at this time as they are still trying to identify the root of the issue in the R2 district.

Adjournment

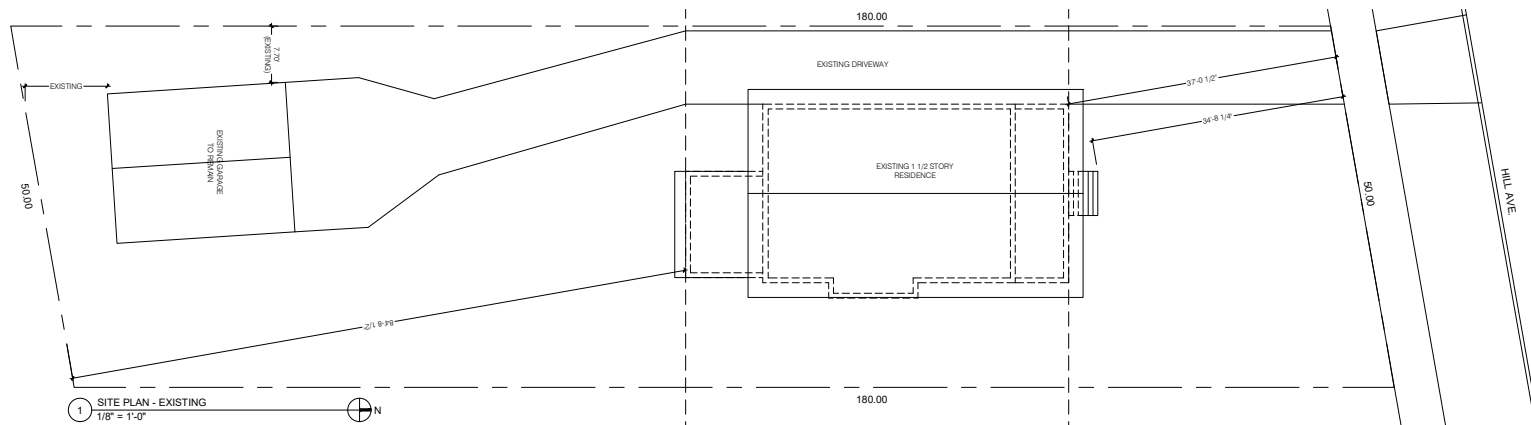
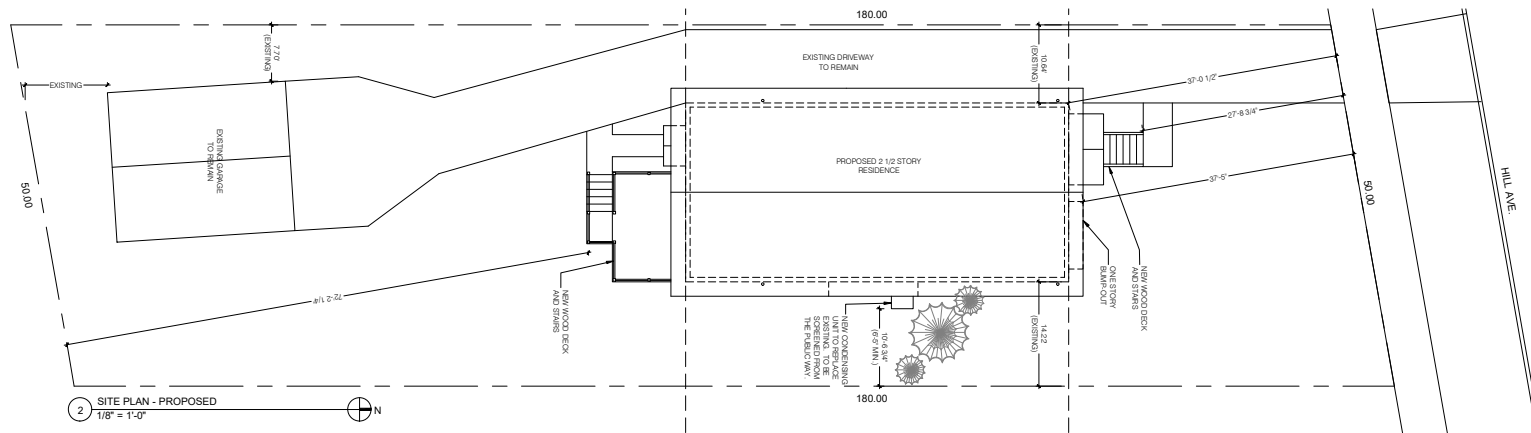
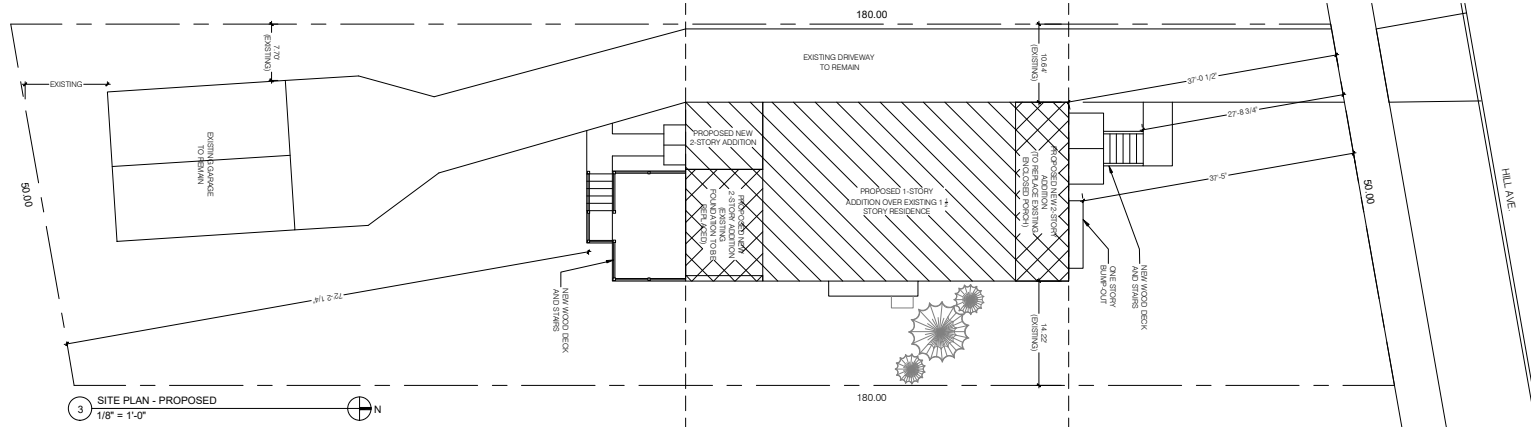
At 8:22 p.m. a motion was made by ZBA Member Miller and seconded by ZBA Member Jones to adjourn the meeting. The motion was carried by roll call vote with 7 "yes" votes and 0 "no" vote. The "yes" votes are as follow: ZBA Chairperson Constantino, ZBA Member Covington, ZBA Member Crudele, ZBA Member Jones, ZBA Member Miller, ZBA Member Panther and ZBA Member Whalls.

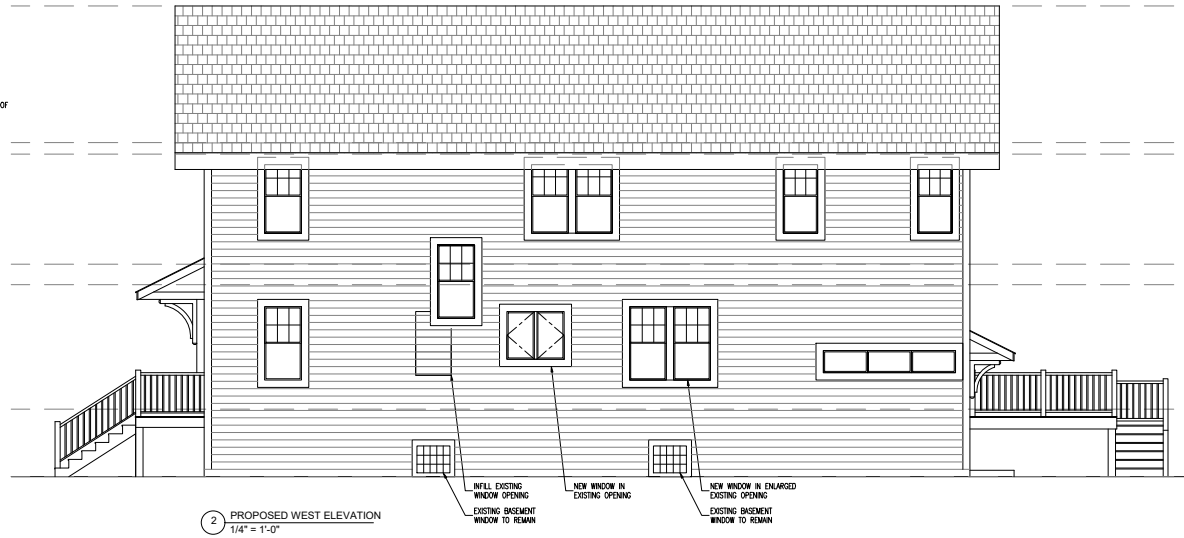
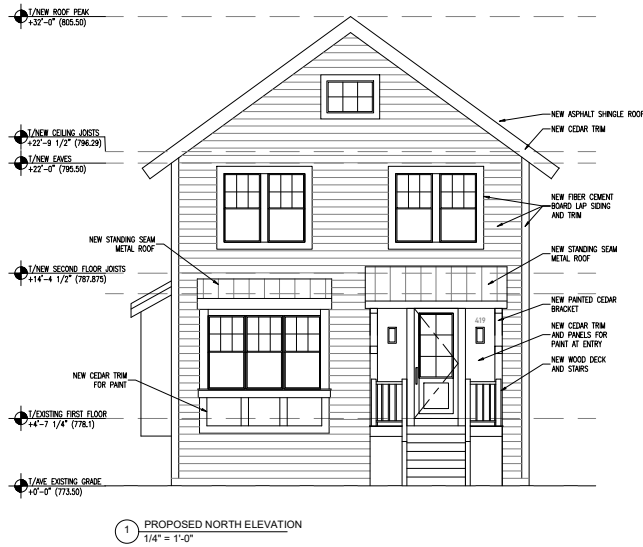
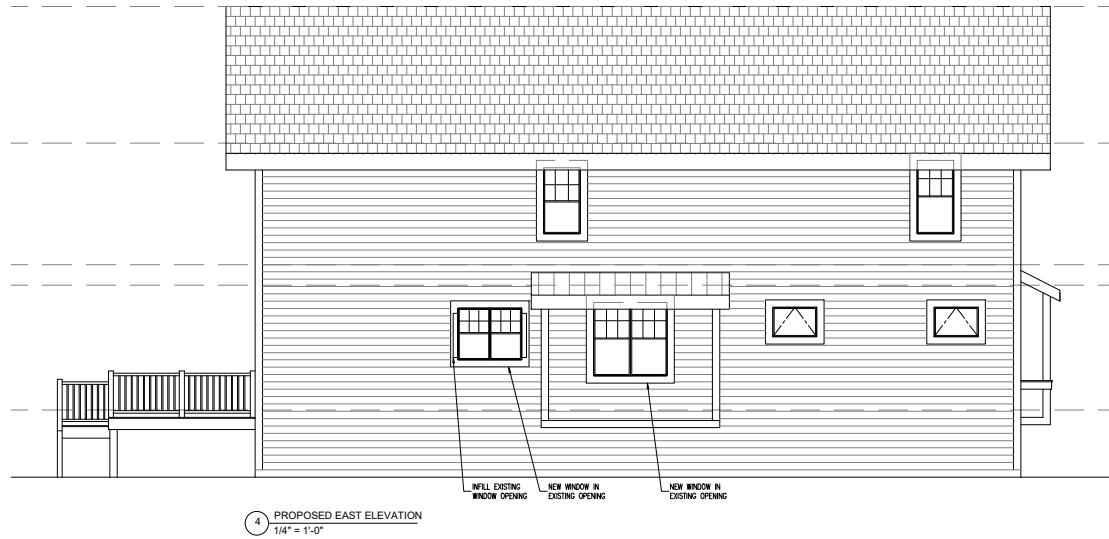
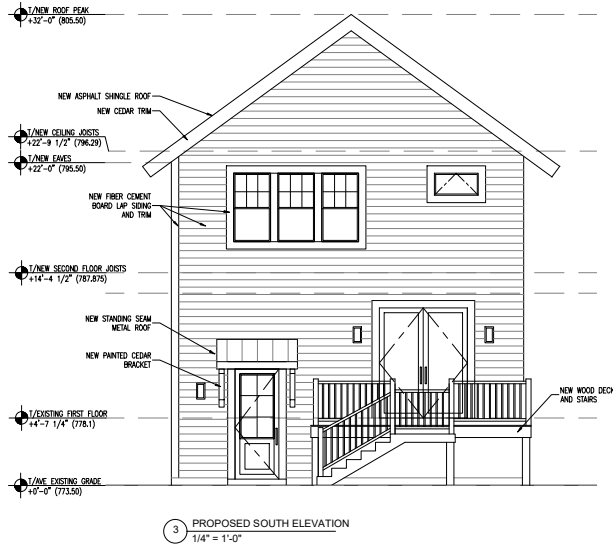
Respectfully submitted,

Lindsey Kaminsky
Recording Secretary

Reviewed by,

Katie Ashbaugh, AICP
Planner







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

Meeting 3/22/2021 7:00 PM
Department: Community Development
Department Head: Staci Springer
Category: Ordinance
Prepared By: Katie Ashbaugh

**AGENDA ITEM (ID
2021-985)**

DOC ID: 2021-985

Ordinance No. 6859, An Ordinance Extending the Expiration Date of Ordinance No. 6686 which Granted a Special Use Permit to Allow a Height Extension of the Existing Cellular Tower Located on a Portion of the Glenbard Wastewater Treatment Facility at 945 Bemis Road (Community Development Director Springer)

Statement of the Issue:

Please see the attached staff memo.

Analysis:

Please see the attached staff memo.

Budget Impact:

N/A

Action Requested:

Please see the attached staff memo.

Attachments:

1. Village Board Memo: TowerCo Special Use Permit Extension
2. Draft Ordinance
3. Ex A - Ord 6686
4. Ex B - Letter

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Springer, AICP, Director of Community Development
Katie Ashbaugh, AICP, Planner

DATE: March 12, 2021

RE: *March 22, 2021, Village Board Meeting*
An Ordinance Extending the Expiration Date of Ordinance No. 6686 which granted a Special Use Permit to allow a Height Extension of the Existing Cellular Tower Located on a Portion of the Glenbard Wastewater Treatment Facility at 945 Bemis Road



Background

TowerCo, licensee of a portion of the property located at 945 Bemis Road, is requesting approval of a two year extension of Ordinance No. 6686. The subject ordinance, which granted a Special Use Permit to allow a height extension of the existing cell tower and additional equipment at the base of the tower located at the Glenbard Wastewater Treatment Facility, included in its Section Four that a building permit to install the improvements associated with the Special Use Permit be filed within two years of the adoption of the ordinance. Ordinance No. 6686 was approved on April 8, 2019, rendering a deadline for submittal of a building permit application by April 8, 2021.

To date, a building permit has not been filed to install the new cell tower equipment requiring the Special Use Permit. The licensee has submitted a letter (attached) requesting an extension from the original expiration date of April 8, 2021, to April 8, 2023.

Action Requested

A draft ordinance, extending the period by which a building permit must be applied for, to complete the abovementioned work, has been drafted for the Village Board's consideration at the March 22, 2021 meeting. The Village Board should consider the petitioner's request and grant, deny or amend the requested Special Use Permit extension.

Attachments

- Draft Ordinance
- Exhibit A – Ordinance 6686
- Exhibit B – Letter from Director of Zoning, David Hockey, of TowerCo dated 2/4/2021

CC: David Hockey, Director of Zoning, TowerCo
Kelly Purvis, AICP, Planning Manager
Laura Tisinai, Permit Manager



Village of Glen Ellyn

Ordinance No.

**An Ordinance Extending the Expiration Date of
Ordinance No. 6686 which Granted a Special Use Permit to allow
a Height Extension of the Existing Cellular Tower Located
on a Portion of the Glenbard Wastewater Treatment Facility
at 945 Bemis Road, 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 Extending the Expiration Date of
Ordinance No. 6686 which Granted a Special Use Permit to allow
a Height Extension of the Existing Cellular Tower Located
on a Portion of the Glenbard Wastewater Treatment Facility
at 945 Bemis Road, Glen Ellyn, IL 60137**

Whereas, TowerCo, Licensee of a portion of the property located at 945 Bemis Road, Glen Ellyn, Illinois, which is legally described as follows (“Property”):

THAT PART OF THE SW $\frac{1}{4}$ OF SEC. 24-39-10, E. OF 3RD P.M., DESCRIBED BY BEGINNING AT THE SOUTHWEST CORNER OF SAID SEC. 24; THENCE NORTH ALONG THE WEST LINE OF SAID SEC. 24, 30.0 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 1983.0 FEET; THENCE NORTH 0 DEGREES 10 MINUTES EAST AT RIGHT ANGLES TO THE SOUTH LINE OF SECTION 24, 570.0 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 24 TO THE EAST LINE OF THE SW $\frac{1}{4}$ OF SAID SECTION; THENCE SOUTH TO THE SOUTHEAST CORNER OF SAID SW $\frac{1}{4}$, THENCE NORTH 89 DEGREES 50 MINUTES WEST TO PLACE OF BEGINNING.

P.I.N. 05-24-302-017

requested approval of a Special Use Permit in accordance with Section 10-4-9(B) of the Glen Ellyn Zoning Code to allow a 20-foot extension to the top of the existing 100-foot monopole, increasing the total height to 120 feet, to allow the colocation of T-Mobile’s antennas on the monopole and to allow equipment to be installed in a 400 square foot area at the base of the monopole; and

Whereas, the Village President and Board of Trustees of the Village of Glen Ellyn passed Ordinance No. 6686, attached hereto as Exhibit “A”, on April 8, 2019, which granted the Special Use Permit; and

Whereas, Section Four of Ordinance No. 6686 states that the Special Use Permit granted therein shall expire and become null and void within 24 months of the approval of the ordinance unless a building permit is applied for;

Whereas, Section Four of Ordinance No. 6686 further states that the Village Board may by motion, extend the period during which a building permit may be applied for; and

Whereas, the Licensee has requested an extension of the timeframe by which the permit must be filed from April 8, 2021, to April 8, 2023, as outlined in their letter dated February 4, 2021, which is attached hereto as Exhibit “B”; and

Whereas, the Village President and the Board of Trustees have considered the request and have determined good cause has been shown to grant an extension until April 8, 2023, and that it is in the best interest of the Village of Glen Ellyn that this extension be granted; and

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 timeframe for submission of a building permit to begin construction in compliance with the plans approved by Ordinance No. 6686 is hereby extended to twenty-four (24) months from the date of passage of this Ordinance, and construction must be continuously and vigorously pursued. .

Section Two: If a building permit application for the above described work on the Property is not submitted for review within the prescribed extended timeframe, then the Village Board, without the requirement for a public hearing, may by motion, grant an additional time extension upon the request of the current Licensee or subsequent Licensee of the Property.

Section Three: 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		Craig Pryde		Steve Thompson		Mark Senak
		Kelli Christiansen		Bill Enright		Gary Fasules
Nays		Craig Pryde		Steve Thompson		Mark Senak
		Kelli Christiansen		Bill Enright		Gary Fasules
Absent		Craig Pryde		Steve Thompson		Mark Senak
		Kelli Christiansen		Bill Enright		Gary Fasules

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____.)



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Tx:40045077

FRED BUCHOLZ, RECORDER

DUPAGE COUNTY ILLINOIS

06/20/2019 10:12 AM



DOCUMENT # R2019-049342

Village of Glen Ellyn

Ordinance No. 6686

**An Ordinance Granting TowerCo approval of a
Special Use Permit to allow a Height Extension of the Existing Cellular Tower
Located on a Portion of the Glenbard Wastewater Treatment Facility
at 945 Bemis Road
Glen Ellyn, IL 60137**

**Adopted by the
President and the Board of Trustees
Of the Village of Glen Ellyn
DuPage County, Illinois**
This 8 Day of April, 2019

Published in pamphlet form by the authority
of the President and Board of Trustees of the
Village of Glen Ellyn, DuPage County, Illinois,
this 9 day of April, 2019.

**PREPARED BY AND MAIL TO:
VILLAGE OF GLEN ELLYN
ATTN: VILLAGE CLERK
535 DUANE STREET
GLEN ELLYN, IL 60137**

308

Ordinance No. 6686

**An Ordinance Granting TowerCo approval of a
Special Use Permit to allow a Height Extension of the Existing Cellular Tower
Located on a Portion of the Glenbard Wastewater Treatment Facility
at 945 Bemis Road
Glen Ellyn, IL 60137**

Whereas, TowerCo, Licensee of a portion of the property located at 945 Bemis Road, is requesting approval of a Special Use Permit in accordance with Section 10-4-9(B) of the Glen Ellyn Zoning Code to allow a 20 foot extension to the top of the existing 100 foot monopole, increasing the total height to 120 feet, to allow the colocation of T-Mobile's antennas on the monopole and to allow equipment to be installed in a 400 square foot area at the base of the monopole; and

Whereas, the property is legally described as follows:

THAT PART OF THE SW ¼ OF SEC. 24-39-10, E. OF 3RD P.M., DESCRIBED BY BEGINNING AT THE SOUTHWEST CORNER OF SAID SEC. 24; THENCE NORTH ALONG THE WEST LINE OF SAID SEC. 24, 30.0 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 1983.0 FEET; THENCE NORTH 0 DEGREES 10 MINUTES EAST AT RIGHT ANGLES TO THE SOUTH LINE OF SECTION 24, 570.0 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 24 TO THE EAST LINE OF THE SW ¼ OF SAID SECTION; THENCE SOUTH TO THE SOUTHEAST CORNER OF SAID SW ¼, THENCE NORTH 89 DEGREES 50 MINUTES WEST TO PLACE OF BEGINNING.

P.I.N. 05-24-302-017

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, and following written notice to all property owners within 250 feet of the subject property, and following the placement of a placard on the subject property not less than fifteen (15) days prior thereto, the Plan Commission of the Village of Glen Ellyn conducted a public a hearing on March 14, 2019, at which the petitioner presented

evidence and testimony in support of the request and zero (0) residents spoke in opposition to the request and zero (0) residents spoke in favor of the request, but one (1) resident had general questions about the project; and

Whereas, after having considered the evidence presented, including the exhibits and materials submitted, the Plan Commission made its findings of fact and recommendations as set forth in the attached Draft Minutes of the Glen Ellyn Plan Commission dated March 14, 2019, which are appended hereto as Exhibit "A" and, by a vote of six (6) "yes" and zero (0) "no," recommended approval of the requested Special Use Permit; and

Whereas, the Village President and Board of Trustees have reviewed the evidence, exhibits, and materials presented at the March 14, 2019 public hearing of the Plan Commission and have considered the findings of fact and recommendations of the Plan Commission; and

Whereas, the President and Board of Trustees have determined that granting the requested Special Use Permit is consistent with the goals of the Glen Ellyn Zoning Code;

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

Section One: The Draft Minutes of the Glen Ellyn Plan Commission, Exhibit "A" attached hereto, and the findings of fact set forth therein and 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 March 14, 2019 public hearing before the Plan Commission.

Section Two: Based upon the findings of fact and recommendations 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 grant approval of a Special Use Permit in accordance with Sections 10-4-9(B) of the Glen Ellyn Zoning Code to allow a 20 foot extension to the top of the existing 100 foot monopole, increasing the total height to 120 feet, to allow the colocation of T-Mobile's antennas on the monopole and to allow equipment to be installed in a 400 square foot area at the base of the monopole located at 945 Bemis Road, Glen Ellyn, IL 60137.

Section Three: This grant of approval of a Special Use Permit is subject to the monopole extension and additional equipment being installed and maintained in substantial conformance with the plans submitted and the testimony presented at the March 14, 2019 public hearing before the Plan Commission and with the petitioner's application packet dated January 17, 2019, including the following plans and documents referenced below, as though they were attached to this Ordinance:

1. Project Narrative, dated January 17, 2019
2. Overall Site Plan, Sheet A-0, attached hereto as Exhibit "B"
3. Compound Plan, Sheet A-1, attached hereto as Exhibit "C"
4. Equipment Layout, Sheet A-1A, attached hereto as Exhibit "D"
5. Site Elevation & Details, Sheet A-2, attached hereto as Exhibit "E"
6. Cable Schedule and Antenna Details, Sheet A-3
7. Equipment Details, Sheet A-4
8. Antenna Platform Details, Sheet A-4E
9. Chain Link Fence Details, Sheet A-5
10. Architectural Civil Details, Sheet A-6

and these plans and documents shall be filed with and made part of the permanent records of the Glen Ellyn Community Development Department.

Section Four: The Building and Zoning Official is hereby authorized to issue all necessary building and occupancy permits pursuant to the Special Use Permit approved herein, provided that all the conditions set forth hereinabove have been met and that the applicant complies with all other applicable laws and ordinances of the Village of Glen Ellyn. This grant of approval of a Special Use Permit shall expire and become null and void within 24 months of the date of this Ordinance unless an occupancy permit is applied for within said time period, provided, however,

that the Village Board, by motion, may extend the period during which an occupancy permit must be applied for.

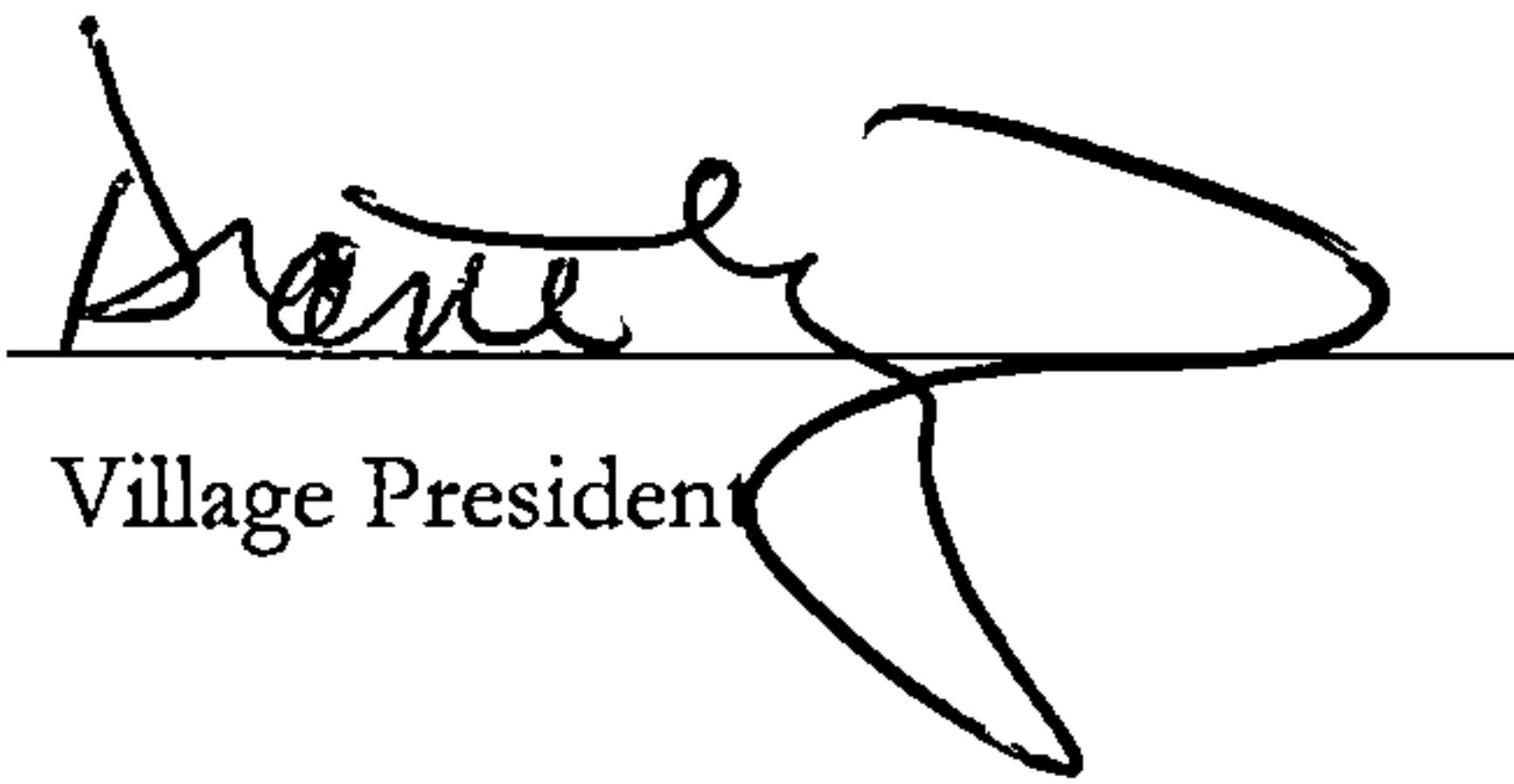
Section Five: This Ordinance shall be in full force and effect from and after the passage, approval, and publication in pamphlet form.

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

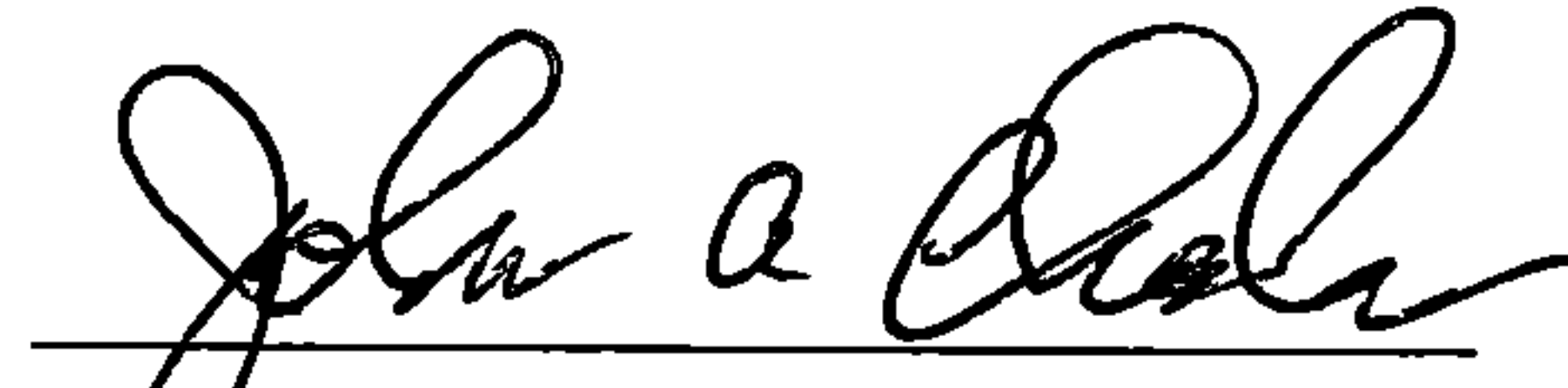
Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois this 8 day of April 2019.

Ayes		Diane McGinley	☒	Pete Ladesic	☒	Mark Senak
	☒	Craig Pryde	☒	Bill Enright		Gary Fasules
	☒	John Kenwood				
Nays		Diane McGinley		Pete Ladesic		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
		John Kenwood				
Absent		Diane McGinley		Pete Ladesic		Mark Senak
		Craig Pryde		Bill Enright	☒	Gary Fasules
		John Kenwood				

Approved by the Village President of the Village of Glen Ellyn, Illinois this 8 day of April 2019.


Village President

Attest:



Village Clerk

AFFIX VILLAGE SEAL

(Published in pamphlet form and posted on the 9 day of April, 2019.)

DRAFT MINUTES
REGULAR PLAN COMMISSION MEETING
MARCH 14, 2019

Call to Order

The regular meeting of the Plan Commission was called to order by Chairperson Mary Loch at 7:00 p.m. Plan Commissioners Lloyd Berry, Angela Fanella, Phillip Hartweg, Tracy Heming-Littwin and Jamie Vondruska were present. Plan Commissioners John Mulherin, David Rodemann and Mohammed Saeed were excused. Also present were Village Planner Kelly Purvis and Recording Secretary Debbie Solomon.

Public Comment

No general comments on non-agenda items were made by the public at this Plan Commission meeting.

Approval of Draft Minutes

Commissioner Heming-Littwin moved, seconded by Commissioner Vondruska, to approve the minutes of the February 28, 2019 Plan Commission meeting. The motion carried unanimously by voice vote.

Public Hearing – 945 Bemis Road

On the agenda was a public hearing to consider the application for a Special Use Permit for the Extension of an Existing Cell Tower Located at 945 Bemis Road.

PUBLIC HEARING – 945 BEMIS ROAD - TOWERCO – SPECIAL USE PERMIT

PUBLIC HEARING WITH DISCUSSION, CONSIDERATION AND RECOMMENDATION REGARDING A REQUEST FOR APPROVAL OF A SPECIAL USE PERMIT FOR THE EXTENSION OF AN EXISTING CELL TOWER LOCATED AT 945 BEMIS ROAD.

Commissioner Heming-Littwin, seconded by Commissioner Vondruska, to open the public hearing at 7:01 p.m. The motion carried unanimously by voice vote.

Staff Introduction

Village Planner Purvis was sworn in and stated the petitioner is TowerCo, represented by David Hockey, as licensee of a portion of the property located at 945 Bemis Road (the Glenbard Wastewater Treatment Plant). Village Planner Purvis stated TowerCo is requesting approval of a Special Use Permit in accordance with Section 10-4-14 of the Glen Ellyn Zoning Code to allow an existing cell tower to be increased in height from 100 feet to 120 feet and to add additional equipment on the ground at the base of the pole.

Village Planner Purvis stated notice of the public hearing was published in the February 27, 2019 edition of The Daily Herald advertising a public hearing to be held on Thursday, March 14, 2019. Notices were mailed to property owners within 250 feet of the subject property and a placard was also placed on the site.

Village Planner Purvis showed an overview picture of the Glenbard Wastewater property and stated the subject structure is located in the southeast corner of the Glenbard Wastewater treatment plant at the corner of Bemis Road and Sunnybrook Road in the R2B residential district. Village Planner Purvis stated the surrounding zoning and land uses are as follows:

Surrounding Land Uses: Surrounding Zoning:
North: Single Family Residential DuPage County R-3
South: Single Family Residential DuPage County R-4
East: Detention Pond Lombard CR
West: Single Family Residential R2B Residential

Village Planner Purvis stated the Village of Glen Ellyn entered into a license agreement with AT&T for the installation and operation of a wireless facility (monopole and equipment structure) in January, 2012 at the southeast corner of the Glenbard Wastewater Authority (GWA) site. Village Planner Purvis stated the Village of Glen Ellyn is the owner of the GWA property. Village Planner Purvis stated at the time of the agreement, the property was within the corporate limits of the Village of Lombard. Village Planner Purvis stated in February 2012, Lombard approved a Conditional Use Permit with variations to allow the construction of the cell tower, and AT&T agreed to construct a monopole that would allow for additional colocations for other service providers. Village Planner Purvis stated in 2015, TowerCo was assigned the License Agreement from AT&T and took ownership of the monopole. Village Planner Purvis stated at that time, it was discovered that the existing monopole was not adequate to allow colocation of additional service providers. Village Planner Purvis stated in October 2015, the Village of Glen Ellyn authorized an amendment to the 2012 License Agreement with Tower Co to replace the existing monopole with a new monopole that would

allow antenna colocations with other cellular companies, allow TowerCo to enter into a sublease with Verizon for a colocation on the new monopole, and to increase the licensed area to accommodate ground equipment associated with the Verizon colocation. Village Planner Purvis stated the 100 foot tall monopole (approved as part of the 2012 License Agreement) was authorized to be replaced with a new 100 foot tall monopole (expandable up to 120 feet) capable of handling 4 colocations. Village Planner Purvis stated TowerCo was issued a building permit by the Village of Lombard for this construction; however, since the reconstruction of the monopole, the GWA property has been disconnected from the Village of Lombard and annexed into Glen Ellyn.

Village Planner Purvis showed an overview picture of TowerCo's current monopole on the site and stated at this time, the petitioners are proposing to add another service provider to the monopole, and the colocation of T-Mobile on the monopole would include an additional 6 antennas on the tower and would require that the monopole be extended an additional 20 feet to a total height of 120 feet. Village Planner Purvis stated the pole can only be extended once, so 120 feet would be the maximum height of this monopole. Village Planner Purvis stated they are also proposing to add T-Mobile's equipment in a 16 foot by 20 foot licensed area at the base of the monopole, and the equipment will be completely enclosed within a fence. Village Planner Purvis stated this request would typically require an amendment to a Special Use Permit, but since the Conditional Use Permit was issued by the Village of Lombard, and the property is now within the corporate limits of the Village of Glen Ellyn, a new Special Use Permit should be issued for the request. Village Planner Purvis stated if not for the structural changes to the monopole, the use would remain legally non-conforming.

Village Planner Purvis stated the Plan Commission is asked to consider the petitioner's request for a Special Use Permit to allow the extension of an existing monopole of 20 feet, not to exceed 120 feet in total, and the addition of equipment at the base of the monopole in a licensed area of 400 square feet. Village Planner Purvis stated the Plan Commission may make a recommendation to the Village Board for approval, approval with conditions, or denial of the request.

Questions from the Plan Commission

None

Petitioner's Presentation

David Hockey, Director of Zoning with TowerCo located at 5000 Valleystone Drive in Cary, North Carolina, stated they are requesting an extension to the existing monopole as T-Mobile would like to expand coverage and service, and in order to do this, T-Mobile needs the additional height above what is currently there. Mr. Hockey stated since the monopole had been designed

and discussed with prior applications for up to 120 feet, TowerCo felt the extension to 120 feet would be suitable. Mr. Hockey stated this would allow T-Mobile to collocate as well as the expansion of one tenant in the future. Mr. Hockey stated they did address the Special Use criteria in the application, and he is happy to speak to any of this.

Questions from the Plan Commission

None

Persons in Favor of or in Opposition to the Request

Bill Bonifield, who resides at 846 Glencrest Drive, asked if this would be on the GWA property to which Chairperson Loch stated it would be. Mr. Bonifield asked if this would be the tallest structure on the GWA property. No one in the room knew the answer on this, and Chairperson Loch stated they were not sure. Mr. Bonifield stated the received a notice of the public hearing as he is supposedly affected, but he is not within 250 feet of this. Village Planner Purvis stated statute requires that notice of the public hearing is sent to anyone within 250 feet of the subject property, but the Village sends notice to anyone within 350 feet to be safe. Village Planner Purvis stated the GWA property is oddly shaped with a small strip on land to the west of the main property, so a large area received notice of the public hearing for this project. Commissioner Heming-Littwin stated there is a small piece of the GWA property that goes out to Route 53 so this might be why Mr. Bonifield received a notice. Mr. Bonifield stated he was concerned that the additional structure would be visible to him, but he does not think it will be.

Commissioner Hartweg moved, seconded by Commissioner Heming-Littwin to close the public hearing at 7:15 p.m. The motion carried unanimously by voice vote.

Comments from the Plan Commission

None

Motion

Commissioner Heming-Littwin moved, seconded by Commissioner Vondruska, to recommend approval of a Special Use Permit for the Extension of an Existing Cell Tower Located at 945 Bemis Road.

After conducting a public hearing and deliberating on the request by TowerCo for approval of a Special Use Permit to allow an existing monopole to be extended 20 feet, to a total height of

120 feet and to allow additional equipment to be installed at the base of the monopole in the southeast corner of the Glenbard Wastewater Treatment Facility at 945 Bemis Road, the Plan Commission hereby makes the following findings of fact:

1. The proposed use will be harmonious and in accordance with the general objectives, or within a specific objective of the Comprehensive Plan and/or Zoning Code because the cell tower is located on a site that is designated for utilities, which is compatible with the nature of the facility. The Comprehensive Plan also identifies the need to consider benefits of working with high speed internet service providers to assure that the Village is on the forefront of providing these capabilities to businesses and residences.
2. The proposed project is designed and shall be constructed and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and will not change the essential character of the area because the tower extension and T-Mobile's colocation will be consistent with the existing development at the site and therefore will remain harmonious and appropriate with the existing character of the vicinity. T-Mobile's antennas and ground equipment will be consistent with the tower's current use and design.
3. The proposed use will not be hazardous or disturbing to existing or future neighborhood uses of the property because the height extension, along with T-Mobile's equipment will be similar to the carriers already operating at the site. The location of the existing tower also provides the adequate buffer from surrounding neighborhood uses and therefore poses no hazard or disturbance.
4. The proposed use will be served adequately by existing public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water, sewers and schools, because as constructed the existing tower is currently covered by local emergency services and does not require any sewer, water, refuse disposal or school services. The addition of T-Mobile's installation on the 20 foot extension will change neither the nature of this facility nor its public services requirements.
5. The proposed use will not create excessive additional requirements at public cost for public facilities and services, and will not be detrimental to the economic welfare of the Village because as noted in the above response, this proposal will not significantly change the use and nature of the existing tower and therefore will not create excessive additional requirements at a public cost.

6. The use will not involve activities, processes, materials, equipment and/or conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare and odors because the facility will not generate any noise, smoke, fumes, glare, or odors. It involves uses and equipment that are licensed by the FCC and are viewed as important services to the community. It will generate nominal traffic for scheduled maintenance visits.
7. The project will have vehicular approaches to the property which shall be so designed as not to create an undue interference with traffic on surrounding public streets or roads because T-Mobile's installation will generate nominal traffic in the form of scheduled maintenance visits. Consequently, it will pose no interference with traffic on surrounding public streets or roads.
8. The project will not increase the potential for flood damage to adjacent property or require additional public expense for flood protection, rescue or relief because T-Mobile's ground equipment provides a minimal footprint which poses no increase in potential for flood damage to adjacent property. Nor will it require additional public expenses for flood protection, rescue or relief.
9. The project will not result in the destruction, loss or damage of natural, scenic or historic features of major importance to the community because the 20 foot tower extension with T-Mobile's equipment will not result in loss or damage of natural scenic or historic features of the community. It's location on the treatment plant property, combined with buffering on all sides, ensures that it will have no negative impact or destruction to features of importance to the community.

Therefore, the Plan Commission recommends that the Village Board approve a Special Use Permit in accordance with Sections 10-4-9(B) and 10-10-14(E) of the Glen Ellyn Zoning Code to allow a monopole to be extended 20 feet and to allow additional equipment to be installed at the base of the pole for the colocation of T-Mobile subject to the following conditions: the project shall be in substantial conformance with the plans as submitted and the testimony as presented at tonight's meeting.

The motion carried with six (6) yes votes and zero (0) no votes as follows: Plan Commissioners Heming-Littwin, Vondruska, Berry, Fanella and Hartweg and Chairperson Loch voted "yes."

Trustee's Report

None

Chairperson's Report

Chairperson Loch stated she was polling the Commissioners before the meeting to see who would be at the March 28th meeting.

Staff Report

Village Planner Purvis stated there will be a meeting on March 28th with Walgreen's requesting a sign variation and the Final PUD for Apex 400 coming before the Plan Commission.

Chairperson Loch stated there were some updates to the plans between the Plan Commission meeting and the Village Board meeting. Planner Purvis agreed.

Commissioner Berry asked how hiring is going. Village Planner Purvis stated they are currently doing background checks on a candidate for the Planner position. Village Planner Purvis stated the new Planning Intern is finishing the first week of training.

Other Business

None

Adjournment

Commissioner Heming-Littwin moved, seconded by Commissioner Vondruska, to adjourn the meeting at 7:25 p.m. The motion carried unanimously by voice vote.

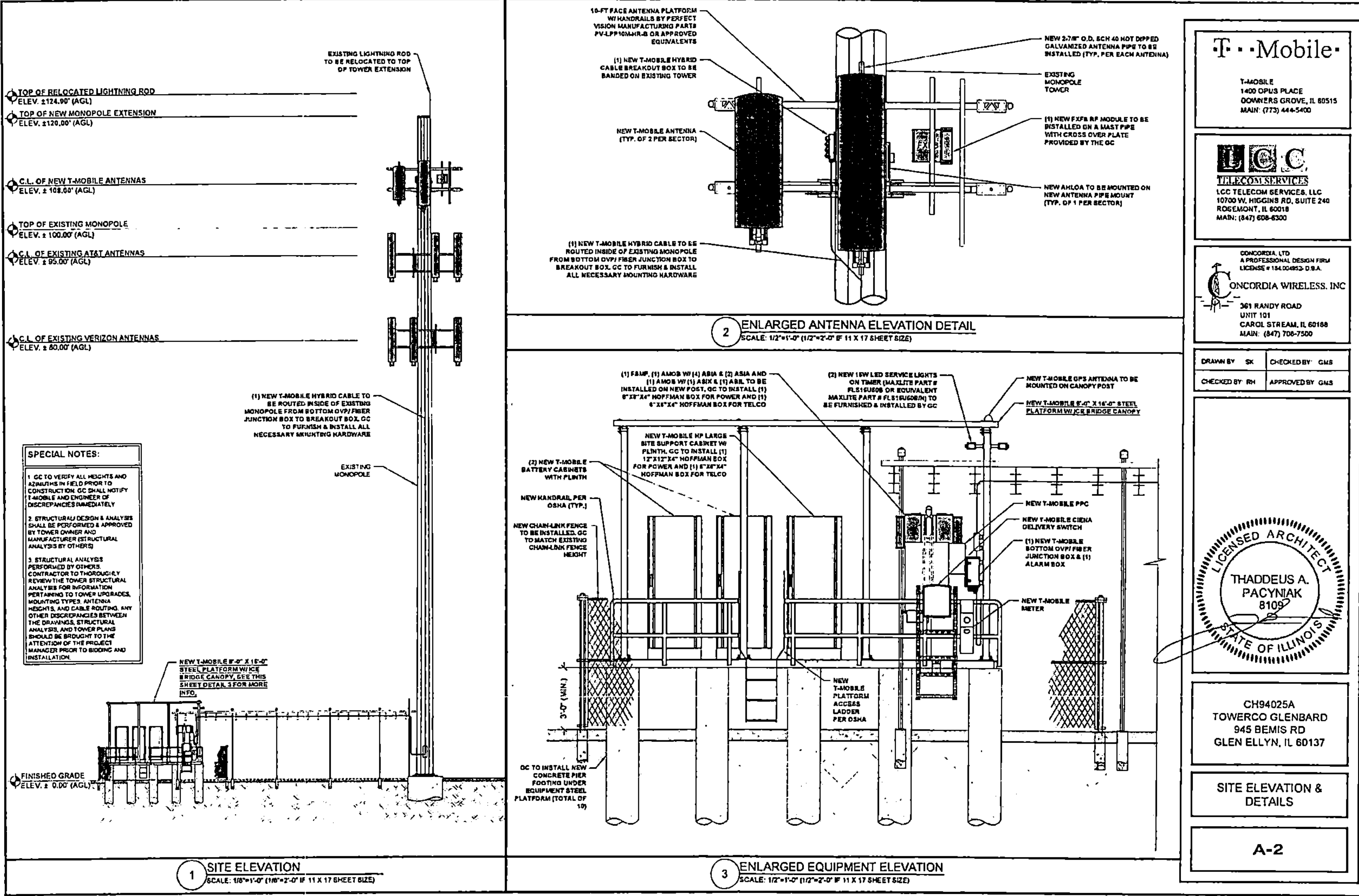
Respectfully Submitted,

Debbie Solomon
Recording Secretary

Reviewed by: Planner Purvis



A-1A



CERTIFICATION

I, John Chereskin, duly elected Village Clerk of the Village of Glen Ellyn, Illinois, do hereby certify that the attached is a true and correct copy of Ordinance No. 6686, passed by the Board of Trustees of the Village of Glen Ellyn, Illinois, at the Regular Meeting of said Board held on the 8 day of April 2019, and that the same was signed and approved by the President of said Village on the 8 day of April 2019.

I do further certify that the original, of which the attached is a true and correct copy, 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 8 day of April, 2019.

CORPORATE SEAL


Village Clerk

February 4, 2021

Village of Glen Ellyn
Department of Planning & Development
Attn: Kelly Purvis
535 Duane St.
Glen Ellyn, IL 60137

Re: Special Use, Ordinance 6686

Dear Ms. Purvis,

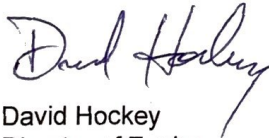
Please accept this letter as my formal request for a two-year extension to Ordinance #6686.

To date, TowerCo has not yet applied for a building permit allowing the construction of the tower height extension and T-Mobile's equipment installation. This is due to the fact that T-Mobile's funding was put on hold for 2020.

We have reached out to them and the expectation is that this site will be ready for construction at the end of 2021. Our records indicate the special use is set to expire in June of this year and therefore wanted to be proactive with the Village regarding the extension request.

If you have any questions, please feel free to reach me at (843) 452-6242.

Sincerely,



David Hockey
Director of Zoning



TowerCo

5000 Valleystone Dr.
Suite 200
Cary, NC 27519

address

919.469.5559

main

919.469.5530

fax

info@towerco.com

email

towerco.com

website



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

Meeting 3/22/2021 7:00 PM
Department: Community Development
Department Head: Staci Springer
Category: Resolution
Prepared By: Katie Ashbaugh

**AGENDA ITEM (ID
2021-958)**

DOC ID: 2021-958

Resolution 21-05, A Resolution Authorizing Adoption of the 2021 Official Zoning District Map for the Village of Glen Ellyn, DuPage County, Illinois (Community Development Director Springer)

Statement of the Issue:

Please see attached staff memo.

Analysis:

Please see attached staff memo.

Budget Impact:

Please see attached staff memo.

Action Requested:

Please see attached staff memo.

Attachments:

1. Village Board Memo: Official Zoning Map Adoption 2021
2. Draft Resolution
3. Proposed 2021 Zoning Map
4. Proposed 2021 Address & Zoning Map with Changes Highlighted

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Springer, AICP, Director of Community Development
Katie Ashbaugh, AICP, Planner

DATE: March 12, 2021

RE: *March 22, 2021, Village Board Meeting*
A Resolution Authorizing Adoption of the 2021 Official Zoning Map for the Village of Glen Ellyn



Background

The Illinois Compiled Statutes require that the Village publish an updated Zoning Map by April 1st of each year. This update typically includes annexations, zoning map amendments, and the correction of any scrivener's errors. Staff is requesting that the Village Board review and approve the Official Zoning Map of 2021.

The following changes were made to the Zoning map over the past year.

1. **Illinois Prairie Path**

On January 13, 2020, the Village Board adopted Ordinance 6751 which approved the voluntary annexation of the last remaining unincorporated portion of the Illinois Prairie Path. Ordinance 6752 was subsequently adopted at the same meeting, which approved a Zoning Map Amendment to zone the property as CR Conservation Recreation District. This zoning district is consistent with the zoning of the rest of the Prairie Path that had previously been incorporated into the Village.

2. **380 S. Milton Avenue**

On February 24, 2020, the Village Board adopted Ordinance 6767, which approved the voluntary annexation of one single-family property located at 380 S. Milton Avenue, formerly known as 1S750 S. Milton Avenue. Ordinance 6767 also automatically zoned the property, as permitted by Section 10-3-3 of the Zoning Code, to R1 Residential District. The property is developed with a single-family home.

3. **715 S. Park Boulevard**

On July 27, 2020, the Village Board adopted Ordinance 6792, which approved the voluntary annexation of one single-family property located at 715 S. Park Boulevard, formerly known as 2S611 Park Boulevard. Ordinance 6792 also automatically zoned the property, as permitted by Section 10-3-3 of the Zoning Code, to RE Residential Estate District.

4. **Cumnor & Acorn Residential Properties**

On November 9, 2020, the Village Board adopted Ordinance 6812, which approved the annexation of 4 single-family properties located at 544 Cumnor Avenue, 548 Cumnor, 944 Fairway Street, and 936 Acorn Avenue. These properties were formerly known as 0N276 Cumnor Avenue, 0N282 Cumnor Avenue, 21W518 Fairway Street, and 21W536 Acorn Avenue, respectively. Ordinance 6812 also automatically zoned the properties, as permitted by Section 10-3-3 of the Zoning Code, to R2 Residential District.

5. **623 Scott Avenue**

On November 9, 2020, the Village Board adopted Ordinance 6814, which approved the annexation of one single-family property located at 623 Scott Avenue, formerly known as 0N461 Scott Avenue. Ordinance 6814 also automatically zoned the property, as permitted by Section 10-3-3 of the Zoning Code, to R1 Residential District.

6. **Elliot Properties**

On November 9, 2020, the Village Board adopted Ordinances 6815, 6816, and 6817 which approved an annexation agreement, annexation, and the zoning, respectively for multiple properties comprising 7.88 acres, all generally located on the south side of Hill Avenue between Walnut Road and I-355. Four of the properties fronting Hill Avenue are developed with single-family homes and were automatically zoned R2 Residential District. The remainder of the properties were zoned I1 Light Industrial District. The new addresses have yet to be finalized due to the multiple PINs and buildings associated with the lot.

Recommendation

The Plan Commission reviewed the proposed 2021 Zoning Map at its March 18, 2021 meeting. By a vote of seven (7) “yes” and zero (0) “no”, the Plan Commission recommended that the Village Board approve the Official Zoning Map of 2021.

Action Requested

The Village Board should consider the adoption of the Official Zoning Map of 2021. A Resolution adopting the map as the Official Zoning Map of 2021 in accordance with the Plan Commission’s recommendation, is attached for consideration at the March 22, 2021 Village Board meeting.

Attachments

- Draft Resolution
- Proposed 2021 Zoning Map
- Proposed 2021 Address & Zoning Map with Changes Highlighted

CC: Kelly Purvis, AICP, Planning Manager



Village of Glen Ellyn

**Resolution No.
A Resolution Authorizing Adoption of the
2021 Official Zoning District Map for
The Village of Glen Ellyn,
DuPage County, Illinois 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**

Resolution No.

**A Resolution Authorizing Adoption of the
2021 Official Zoning District Map for
The Village of Glen Ellyn,
DuPage County, Illinois 60137**

Whereas, Chapter 65, Section 5/11-13-19 of the Illinois Compiled Statutes requires that the Village publish an updated zoning district map prior to April 1st of each year; and

Whereas, the Village of Glen Ellyn Zoning District Map has been updated to reflect the zoning changes approved by the Village Board over the last year; and

Whereas, the Glen Ellyn Plan Commission reviewed the updated Zoning District Map at its remote public meeting on March 18, 2021 and by vote of seven (7) “yes” and zero (0) “no” recommended that the Village Board approve the updated map as the Official 2021 Zoning District Map; and

Whereas, the Village Board of the Village of Glen Ellyn considered the proposed revisions to the Zoning District Map at a remote Village Board meeting on March 22, 2021.

Now, Therefore, be it Resolved 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 revisions to the Village of Glen Ellyn, Illinois, Zoning District Map as shown on the Official 2021 Zoning Map dated March 1, 2021 are hereby approved.

Section Two: The Village Clerk is hereby authorized to maintain on file the Official 2021 Zoning Map dated March 1, 2021 and to make said map available to the public for inspection and purchase.

Section Three: This Resolution shall be in full force and effect from and after its passage and approval.

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

Ayes		Craig Pryde		Steve Thompson		Mark Senak
		Kelli Christiansen		Bill Enright		Gary Fasules
Nays		Craig Pryde		Steve Thompson		Mark Senak
		Kelli Christiansen		Bill Enright		Gary Fasules
Absent		Craig Pryde		Steve Thompson		Mark Senak
		Kelli Christiansen		Bill Enright		Gary Fasules

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

Village President

Attest:

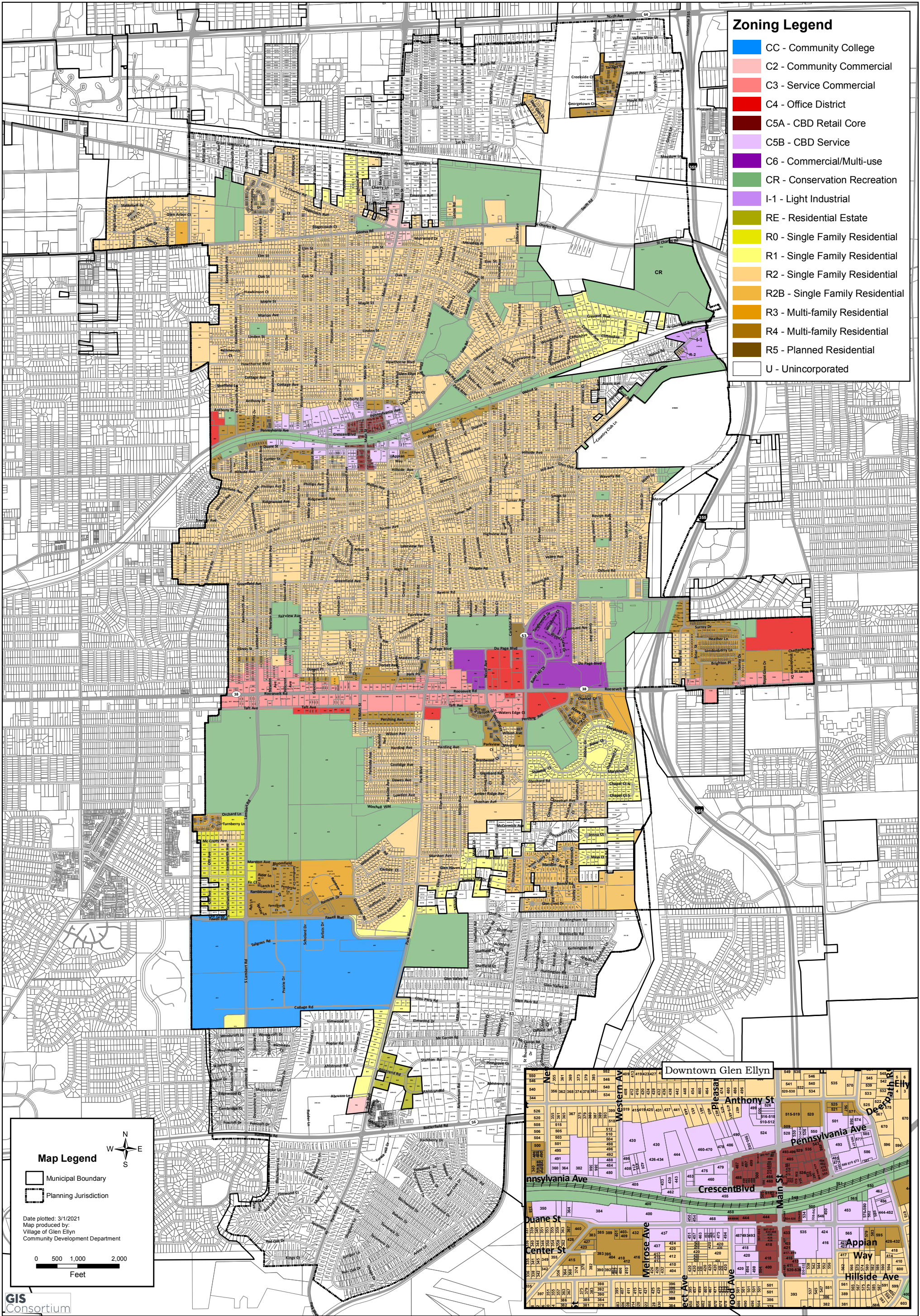
Village Clerk

AFFIX VILLAGE SEAL

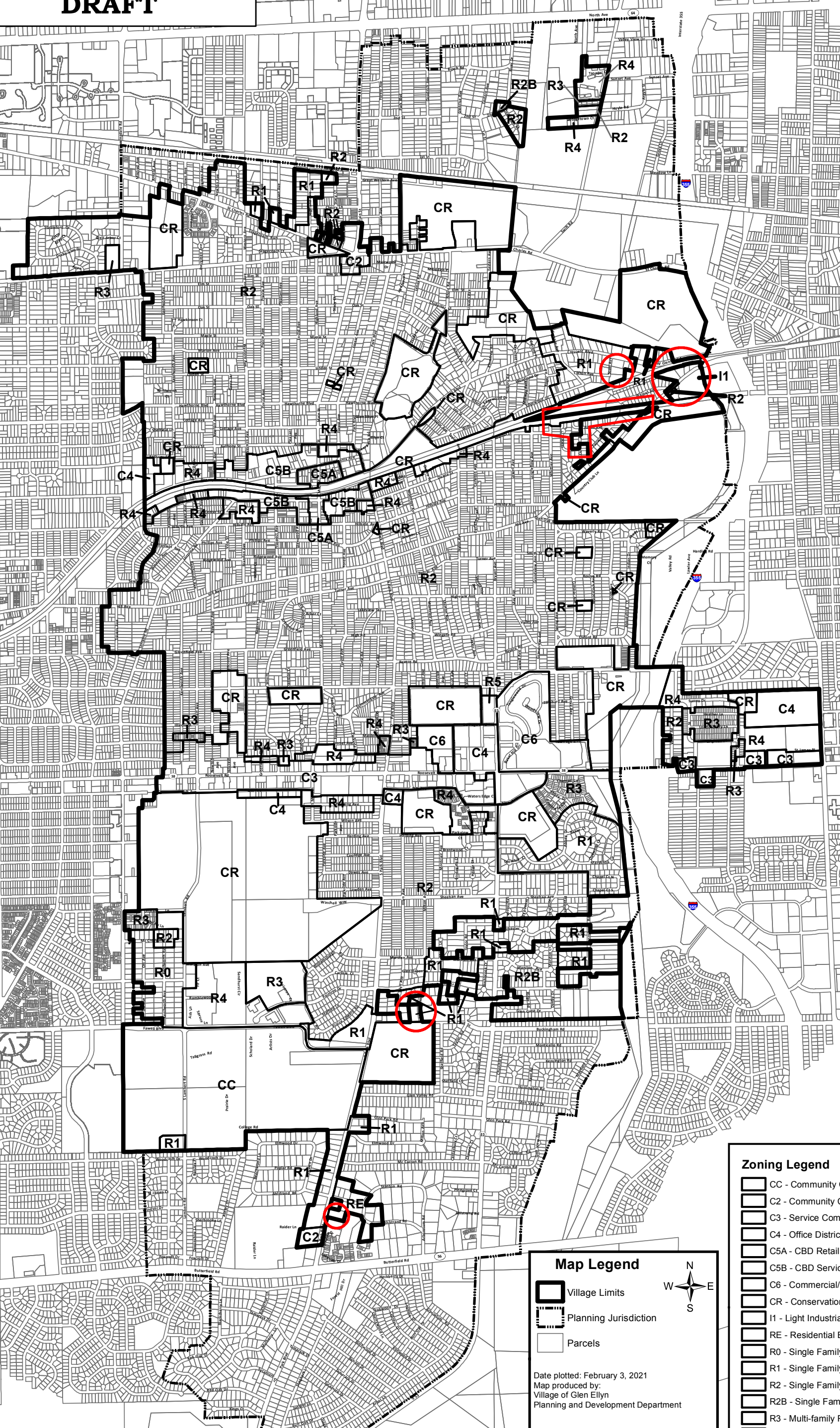
(Published in pamphlet form and posted on the _____ day of _____, 20____.)



Village of Glen Ellyn Address and Zoning Map March 1, 2021



Village of Glen Ellyn
2021 Zoning Map
DRAFT



Map Legend

- Village Limits
- Planning Jurisdiction
- Parcels

Date plotted: February 3, 2021
Map produced by:
Village of Glen Ellyn
Planning and Development Department

0 625 1,250 2,500
Feet

Zoning Legend

- CC - Community College
- C2 - Community Commercial
- C3 - Service Commercial
- C4 - Office District
- C5A - CBD Retail Core
- C5B - CBD Service
- C6 - Commercial/Multi-use
- CR - Conservation Recreation
- I1 - Light Industrial
- RE - Residential Estate
- R0 - Single Family Residential
- R1 - Single Family Residential
- R2 - Single Family Residential
- R2B - Single Family Residential
- R3 - Multi-family Residential
- R4 - Multi-family Residential
- R5 - Planned Residential



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

Meeting 3/22/2021 7:00 PM
Department: Finance
Department Head: Christina Coyle
Category: Resolution
Prepared By: Christina Coyle

**AGENDA ITEM (ID
2021-978)**

DOC ID: 2021-978

Resolution 21-06, A Resolution of the Village of Glen Ellyn Authorizing Withdrawal from Membership in a Sub-Pool and Authorizing a Petition for Full Membership in and the terms of Membership with the Intergovernmental Personnel Benefit Cooperative (Finance Director Coyle)

Statement of the Issue:

The Village of Glen Ellyn is a member of the Intergovernmental Personnel Benefit Cooperative (IPBC). Currently, Glen Ellyn participates in the IPBC as a member of the Southwest Agency for Health Management (SWAHM) sub-pool. Due to the number of insured lives that the Village has, the Village qualifies to be an individual member of IPBC rather than a sub-pool member. Staff is recommending that Glen Ellyn participate as an individual member in IPBC rather than a sub-pool member and a resolution must be passed by the Glen Ellyn Village Board to do so.

Analysis:

Glen Ellyn purchases employee health, dental and life insurance through IPBC for Village employees as well as employees for the Glenbard Wastewater Authority and the Glen Ellyn Public Library. IPBC is an entity created under Illinois state laws, which allows municipal groups to band together for the purposes of insurance. The IPBC was established in 1979 and has over 140 municipalities or municipal entities as members. The purpose of the IPBC is to provide economies of scale and risk pooling that will allow members more financial stability than offered by the commercial insurance market.

The Village of Glen Ellyn joined IPBC in 2009. To join the IPBC, the Village Board passed a resolution authorizing the Village's participation in the SWAHM sub-pool. To be an individual member, an entity must have 150 insured lives. If an entity does not have that number of insured lives, then that entity must be part of a sub-pool versus being an individual member. The difference between being an individual member versus a sub-pool member is the governance structure. An individual member has a vote at the IPBC Board of Directors. A member of a sub-pool has a vote within that sub-pool. The sub-pool then has one vote at the IPBC Board of

Directors. In the past, sub-pools also provided an additional pooling of claims risk which was advantageous. However, due to changes in the underwriting model, sub-pools no longer provide this additional layer of risk sharing. Therefore, as Glen Ellyn has greater than 150 insured lives, it is advantageous for the Village to become an individual member. This will allow the Village to have a larger role in the governance process for the IPBC as a whole. Currently, the Finance Director is the appointed delegate to the IPBC/SWAHM.

Budget Impact:

None.

Action Requested:

Approve the attached resolution to cease participation in the SWAHM sub-pool and to become an individual member of the IPBC.

Attachments:

1. Res. Leaving a Sub-Pool and Becoming Full Member
2. Exhibit A: Glen Ellyn Notice of Withdrawal from Subpool
3. Exhibit B IPBC Contract and By Laws



RESOLUTION NO. 21 - _____

**A RESOLUTION OF THE VILLAGE OF GLEN ELLYN
AUTHORIZING WITHDRAWAL FROM MEMBERSHIP IN A SUB-POOL AND
AUTHORIZING A PETITION FOR FULL MEMBERSHIP IN
AND THE TERMS OF MEMBERSHIP WITH
THE INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE.**

WHEREAS, a number of Illinois Municipalities and Sub-Pools have entered into an intergovernmental agreement and created the Intergovernmental Personnel Benefit Cooperative (“IPBC”); and

WHEREAS, IPBC has historically provided benefit coverage for the officers and employees of many Illinois municipalities and, in some cases, other governmental bodies known as Listed Entities; and

WHEREAS, the Village of Glen Ellyn is currently a member of a Sub-Pool of IPBC known as the Southwest Agency for Health Management (“SWAHM”); and

WHEREAS, IPBC has recognized that, contingent upon IPBC admitting it to full membership in IPBC, a member of a sub-pool may desire to leave the sub-pool to become a full member of IPBC; and

WHEREAS, the Village of Glen Ellyn desires to leave SWAHM and, as evidenced by the document attached hereto as Exhibit A, has provided the required notice to SWAHM to withdraw from said Sub-Pool contingent upon approval of full membership in IPBC; and

WHEREAS, the Village of Glen Ellyn desires to petition IPBC for full membership; and

WHEREAS, as a condition of membership in IPBC, the corporate authorities of the Village of Glen Ellyn must formally accept the Contract and By-Laws of IPBC, attached hereto as Exhibit B, and such other terms as may be imposed by IPBC as intergovernmental contractual obligations to which the Village of Glen Ellyn will be bound; and

WHEREAS, the Village of Glen Ellyn is willing to accept the terms of membership set by IPBC and all contractual obligations attendant thereto.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in the exercise of its home rule powers, as follows: That the Village of Glen Ellyn hereby petitions IPBC for full membership and, as a condition of full membership in IPBC, the Village of Glen Ellyn will accept and agrees to the Contract and By-Laws of IPBC attached hereto as Exhibit B and such other terms as may be imposed by IPBC as intergovernmental contractual obligations to which it will be bound.

BE IT FURTHER RESOLVED: That the recitals set forth above are incorporated in this Resolution as if fully set forth herein.

BE IT FURTHER RESOLVED: That the Village of Glen Ellyn shall continue to fulfill any continuing obligations it may have with regards to SWAHM.

BE IT FURTHER RESOLVED: That the President and Clerk are hereby authorized and directed to deliver a copy of this Resolution, with its Exhibits, to IPBC and to execute such documents as may be required by IPBC and SWAHM.

This Resolution shall be in full force and effect upon its passage, approval and if required, its publication in pamphlet form.

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

Ayes		Kelli Christiansen		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
Nays		Kelli Christiansen		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
Absent		Kelli Christiansen		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules

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

Gary Fasules, Acting Village President

Attest:

Village Clerk

AFFIX VILLAGE SEAL

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



February 22, 2021

Acting Village President
Gary Fasules

Trustees
Kelli Christiansen
Bill Enright
Craig Pryde
Mark Senak
Steve Thompson

Village Manager
Mark T. Franz

Village Attorney
Gregory S. Mathews

Civic Center
535 Duane Street
Glen Ellyn, IL 60137

Administration
630-469-5000

Finance
630-547-5235

Community Development
630-547-5250

Police
65 South Park Boulevard
Glen Ellyn, IL 60137
630-469-1187

Public Works
30 South Lambert Road
Glen Ellyn, IL 60137
630-469-6756

The Village Links
485 Winchell Way
Glen Ellyn, IL 60137
630-469-8180

www.glenellyn.org
www.villagelinksgolf.com

Eric Palm
IPBC Chairman
1220 Oak Brook Road
Oak Brook, IL 60523

Re: Notice of Withdrawal from Subpool

Dear Mr. Palm:

In accordance with paragraph 11 of the Contract and By-Laws of the Southwest Agency for Health Management (SWAHM), the Village of Glen Ellyn hereby services notice of its intention to withdraw from membership in SWAHM and, upon approval by IPBC, become an individual member of the IPBC. This notice shall, as required, be served upon all other members of the subpool and the Chairman of the IPBC, at least one hundred twenty (120) days prior to commencement of the then next fiscal year of IPBC.

If you have any questions, please contact me at (630) 547-5200 or mfranz@glenellyn.org.

Sincerely,

Mark Franz
Village Manager

cc. Christina Coyle, Finance Director
Bob Barber, Village of Beecher
Tom Durkin, Village of Channahon
Matt Fritz, Village of Coal City
Heather McGuire, City of Crest Hill
Patty Hanus, Crete Township
Michael Einhorn, Village of Crete
Karie Friling, Village of Homer Glen
Leslie Stark, Homewood Public Library
Lisa Heglind, City of Lockport
Barb Damron, Village of Mokena

Dave Wallace, Village of Monee
Aimee Ingalls, Village of Peotone
Traci Pleckham, Village of Plainfield
John Dolasinski, Village of South Chicago Heights
Beth Herman, Village of South Holland
Mary Jo Seehausen, Village of Steger

**FIFTH CONSOLIDATED AMENDMENT TO THE
CONTRACT AND BY-LAWS
INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE**

ARTICLE I. Definitions and Purpose.

DEFINITIONS:

As used in this agreement, the following terms shall have the meaning hereinafter set out:

ADMINISTRATIVE FUND - A fund of monies established by the MEMBERS of the Intergovernmental Personnel Benefit Cooperative to pay for the joint administration of the personnel non-salary benefit programs offered by each MEMBER to its employees and officers and turned over for administration to the COOPERATIVE.

ADMINISTRATOR - An independent contractor of the COOPERATIVE employed by the Board of Directors to administer the personnel benefit programs of the various MEMBERS of the COOPERATIVE.

BENEFIT FUND - A fund of monies established by the MEMBERS of the Intergovernmental Personnel Benefit Cooperative to fund certain benefits granted by the individual MEMBERS to their respective officers and employees and to purchase excess, aggregate, or other insurance.

BENEFITS - Non-salary payments made to employees or officers, including but not limited to payments or reimbursements of expenses arising out of an illness or an accident and life insurance proceeds. The units of local government which participate in the COOPERATIVE have determined not to purchase insurance coverage for benefit payments below certain high limits but rather to rely upon their pooled financial capabilities

to pay benefits within the financial obligations of the COOPERATIVE and to purchase some insurance to protect against catastrophic and certain other benefit claims.

CASH FLOW ACCOUNT - A fund of monies established by the MEMBERS of the Intergovernmental Personnel Benefit Cooperative to fund needed cash flow in the Benefit Pool. The Board of Directors shall establish, from time-to-time, the funding requirements from the MEMBERS to generally provide at least an estimated funding for the Benefit Pool, based upon IBNR calculated by or for the Administrator.

COOPERATIVE - The Intergovernmental Personnel Benefit Cooperative established pursuant to the Constitution and the statutes of this State by this intergovernmental agreement.

A-3
9/27/18

EXECUTIVE BOARD – A Board, composed of eleven (11) members, which is responsible for implementing the policy decisions of the Board of Directors and carrying out duties specified in this Contract and By-Laws or assigned by the Board of Directors.

EXECUTIVE DIRECTOR – A part or full-time employee or independent contractor, who shall be selected and have his or her compensation chosen by the Board of Directors who shall administer and supervise the operations of the COOPERATIVE and make recommendations to the Board of Directors and the Executive Board in all areas where they have decision-making authority. All references to the Executive Director shall only be applicable if there is an Executive Director in place.

HMO FUND - A fund of monies established by the MEMBERS of the Intergovernmental Personnel Benefit Cooperative to fund certain benefits granted by the individual MEMBERS to their respective officers and employees relating to health maintenance organizations.

LISTED ENTITIES - Governmental bodies, quasi governmental bodies and non-profit public service entities listed by a MEMBER as having their employees and officers under a benefit program which will be administered along with that of a MEMBER by the COOPERATIVE.

MEMBERS - The units of local government or intergovernmental agencies established pursuant to an intergovernmental agreement composed of units of local government (sub-pool) which initially or later enter into this intergovernmental contract for the benefit of their employees and officers along with the employees and officers of other listed entities. Whenever in this agreement the phrase "units of local government," "municipality" or similar phrase is used, it shall also refer to any intergovernmental agency established pursuant to an intergovernmental agreement composed of units of local government.

TERMINAL RESERVE FUND OR TERMINAL RESERVES - A fund of monies retained by the Intergovernmental Personnel Benefit Cooperative on behalf of MEMBERS whose fund balances may be in excess of all financial requirements for that MEMBER.

PURPOSE:

The Intergovernmental Personnel Benefit Cooperative is a cooperative entity voluntarily established by contracting units of local government as are permitted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and the Intergovernmental Cooperation Act and other provisions of law to jointly administer some or all of the personnel benefit programs offered by its MEMBERS to their officers and employees and the officers and employees of other governmental, quasi-governmental and non-profit public service entities with which some or all MEMBERS have separately arranged to list as if such officers and employees were employed by the MEMBER.

To the extent provided for in this Contract and By-Laws, and as approved by the Board of Directors, the Intergovernmental Personnel Benefit Cooperative shall provide benefit coverage to the officers or employees of its MEMBERS. The Intergovernmental Personnel Benefit Cooperative shall also carry out such claim reduction and educational programs as shall be authorized by its Board of Directors. The creation of the various funds established in this Contract and By-Laws are not intended by the parties to constitute the transaction of an insurance business within the State of Illinois. The intent of the parties is to separately establish benefit programs and to utilize the Intergovernmental Personnel Benefit Cooperative to achieve reduced costs of administration and insurance purchases by providing similar services to all MEMBERS and to require MEMBERS to pay for the costs of such benefits or to share such costs in the manner from time-to-time established by the Board of Directors.

ARTICLE II. Powers and Duties.

The powers of the COOPERATIVE to perform and accomplish the purposes set forth above, within the budgetary limits and procedures set forth in these By-Laws, shall be the following:

- (a) To employ agents, employees and independent contractors,
- (b) To lease real property and to purchase or lease equipment, machinery, or personal property necessary for the carrying out of the purpose of the COOPERATIVE,
- (c) To carry out educational and other programs relating to health, accident and other claims reductions,
- (d) To cause the creation of, see to the collection of funds necessary for the administration and operation of the COOPERATIVE,
- (e) To purchase such types of insurance as are approved by the Board of Directors,
- (f) Solely within the budgetary limits established by the MEMBERS to carry out such other activities as are necessarily implied or required to carry out the purposes of the COOPERATIVE specified in Article I or the specific powers enumerated in Article II, and in conjunction with the obligation of MEMBERS specified in Article XI.

ARTICLE III. Participation

The membership of the COOPERATIVE shall consist of those MEMBERS and previously approved listed entities which were MEMBERS of the COOPERATIVE on July 1, 2012, and those subsequently admitted to membership and continuing as MEMBERS. Listed entities are other governmental, quasi-governmental and non-profit public service entities which MEMBERS have chosen to include within their membership in the COOPERATIVE. Such listing fulfills a public purpose in that such listed entities have so few employees and officers that they could not bear the risk inherent in offering such benefit programs on their own. In other cases, the MEMBER itself has so few employees that it requires the participation of such other listed entities for the same reason. The MEMBER which lists entities shall, however, be the sole MEMBER of the COOPERATIVE and shall be responsible for all costs and duties of membership provided herein. The MEMBER may make such arrangement as is desired with members of a sub-pool or the listed entities regarding the manner of payment, sharing of risks and duration of such arrangement. Such arrangement is not a part of this Contract and By-Laws. New MEMBERS and their listed entities and the listing of additional entities by existing MEMBERS shall be added to the COOPERATIVE only after at least the concurrence of at least two-thirds (2/3) of the entire membership of the Board of Directors and subject to the payment of such sums and under such conditions as the Board of Directors shall in each case or from time-to-time establish. The Board of Directors may establish standards for admission and assign the power to admit MEMBERS and listed entities to the Executive Board.

ARTICLE IV. Term of the COOPERATIVE.

The Intergovernmental Personnel Benefit Cooperative shall operate with fiscal years beginning on July 1st of each calendar year, and the COOPERATIVE shall continue in existence with a term ending on June 30, 2025. At the end of this multi-year period, the term of the COOPERATIVE may be extended for a multi-year period of time, or if not acted upon by the MEMBERS, it shall continue in existence from year-to-year as an intergovernmental agreement with the membership of those governmental bodies which do not provide a notice of withdrawal. The ability of an individual MEMBER of the COOPERATIVE to withdraw shall be as provided in Article XVII.

ARTICLE V. Board of Directors.

(a) There is hereby established a Board of Directors of the COOPERATIVE. Each MEMBER unit of local government shall choose in the manner applicable to that governmental body one (1) person to represent that body on the Board of Directors and shall promptly notify the COOPERATIVE of such selection. The MEMBER may also select an alternate representative to serve when the initial representative is unable to carry out his duties. The person and alternate selected need not be an elected official of the MEMBER. The Board of Directors may from time-to-time establish other officers of the Board, in addition to those established in this Agreement, and choose the manner of selection of such officers.

(b) The Board of Directors shall determine the general policy of the COOPERATIVE which policy shall be followed by all officers, agents, employees and independent contractors working for the COOPERATIVE. It shall have the responsibility for (1) Hiring of COOPERATIVE officers, agents, non-clerical employees and independent contractors, (2) Setting of compensation for all persons, firms and corporations employed by the COOPERATIVE, (3) Program approval, (4) Vendor approval, (5) Setting of fidelity bonding requirements for employees or other persons, (6) Approval of amendments to the By-Laws, (7) The acceptance of new MEMBERS and listed entities, provided, however, that the Board of Directors may assign, in whole or in part, this authority to the Executive Board and it may choose to do so under stated criteria and process mandated by the Board of Directors, (8) Approval of educational and other programs relating to claim reduction, (9) Approval of monthly and supplementary payments to the

Administrative Fund and the Benefit Fund, including that portion of the cost of insurance attributable to each MEMBER, (10) Any other matters not assigned to another committee, officer, independent contractor, or agent, (11) Expulsion of MEMBERS.

- (c) Each MEMBER shall be entitled to one (1) vote on the Board of Directors. Such vote may be cast only by the designated representative of the MEMBER, who shall be called a Director, or in the Director's absence by an alternate selected by the MEMBER in the same manner as specified for the selection of the principal representative. No proxy votes or absentee votes shall be permitted, but, Directors or Alternates may participate in a meeting by electronic means in accordance with law. Voting shall be conducted by voice vote unless one (1) or more MEMBERS of the Board of Directors shall request a roll call vote; provided, however, that any vote to authorize the payment of bills or which requires a greater than a majority vote for passage, shall be by roll call.
- (d) The representative selected by the MEMBER shall serve for a one fiscal year term commencing at the beginning of each fiscal year and until a successor has been selected. The representative chosen by the MEMBER may be removed by the MEMBER during the period of his or her term. In the event that a vacancy occurs in the representative or alternate representative, that MEMBER shall appoint a successor. The failure of a MEMBER to select a representative or his or her failure to participate shall not affect the responsibilities or duties of a MEMBER under this contract.

- (e) The Board of Directors, the Executive Board and any authorized committees may establish rules governing their own conduct and procedure consistent with the By-Laws. All notices required in this Contract and By-Laws document shall be in writing.
- (f) A quorum shall consist of a majority of the MEMBERS of the Board of Directors. Except as provided in Subsection (g) herein, or elsewhere in these By-Laws, a simple majority of a quorum shall be sufficient to pass upon all matters.
- (g) A greater vote than a majority of a quorum shall be required to approve the following matters:
 - (i) Such matters as the Board of Directors shall establish within its rules as requiring for passage a vote greater than a majority of a quorum; provided, however, that such a rule can only be established by a greater than majority vote at least equal to the greater than majority percentage within the proposed rule,
 - (ii) The expulsion of a MEMBER shall require at least the concurrence of two-thirds (2/3) of the entire membership of the Board of Directors,
 - (iii) Any amendment of these By-Laws except as provided in Subsection (iv) below, shall require the concurrence of at least two-thirds (2/3) of the entire membership of the Board of Directors,
 - (iv) The payment of a contested employee benefit to a MEMBER by the COOPERATIVE in a manner contrary to that reported by the Administrator or the Executive Director, which is brought to the Board of Directors,

shall require the concurrence of at least two-thirds (2/3) of a quorum at a Board of Directors meeting.

- (v) The approval of the benefit programs being offered, annual payments of all kinds, and the allocation of those payments among MEMBERS, shall require the concurrence of at least two-thirds (2/3) of a quorum at a Board of Directors meeting.
- (h) Except as provided herein, no one serving on the Board of Directors shall receive any salary or other payment from the COOPERATIVE and any salary, compensation, payment or expenses for such representative, shall be paid by each MEMBER separate from this Contract. Provided, however, that in the event the person chosen or acting as Treasurer is a member of the Board of Directors, that person may receive such compensation as is established from time-to-time by the Board of Directors. In addition, the Chair of the Board, Treasurer and such other officers as may be selected from time-to-time may submit to the Executive Board for its approval, reimbursement of expenses incurred in the pursuit of their position as officers of the COOPERATIVE. The reimbursement for such expenses, which shall be reported to the Board of Directors in the same manner as other approved payments, may include amounts advanced on behalf of the COOPERATIVE either by the officer or by a MEMBER of the COOPERATIVE.

ARTICLE VI. Board of Directors Meetings.

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(a) Regular meetings of the Board of Directors shall be held at least three (3) times a year. The dates of regular meetings of the Board of Directors shall be established at the beginning of each fiscal year. Any item of business may be considered at a regular meeting. At least one (1) meeting must be held during the first half of the fiscal year and at least two (2) meetings must be held during the second half of the fiscal year. A failure to hold these meetings, as required, shall not invalidate acts otherwise taken. Special meetings of the Board of Directors may be called by its Chair, or by any two (2) Directors. Five (5) days written notice of regular or special meetings of the Board of Directors shall be given to the official representatives of each MEMBER and an agenda specifying the subject of any special meeting shall accompany such notice. Business conducted at special meetings shall be limited to those items specified in the agenda.

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(b) The time, date and location of regular and special meetings of the Board of Directors shall be determined by the Chair of the Board of Directors or by the convening authority.

(c) To the extent consistent with these By-Laws, and except as modified by procedural rules established, Roberts Rules of Order, latest edition, shall govern all meetings of the COOPERATIVE. Minutes of all regular and special meetings of the Board of Directors and the Executive Board shall be sent to all MEMBERS.

ARTICLE VII. Cooperative Officers.

- (a) In addition to such other officers as may be established from time-to-time by the Board of Directors, the officers of the COOPERATIVE, who shall constitute the Executive Board, shall be the following 11 members: Chair, Vice-Chair, Past Chair, Treasurer, (as Chairman of the Finance Committee), Operations Committee Chair, Director representing entities with 1 to 50 lives, Director representing entities with 51 to 100 lives, Director representing entities with 101 to 200 lives, Director representing entities with 201 to 300 lives, Director representing entities with 301 to 500 lives and Director representing entities over 501 lives. The Chair, Vice-Chair, Treasurer and Operations Committee Chair shall be chosen by the Board of Directors. The Past Chair shall be that person who served as the immediate Past Chair, or if that person is not prepared to serve, a Past Chair chosen by the Chair, and in the absence of such a person, an At-large Representative chosen by the Chair based upon that person's experience in the operations of the COOPERATIVE. Members and subpool Members shall be placed into separate groups according to the size of lives served (not dependents), in effect in the records of the Cooperative shown as of January 1st of each year, in order to vote for the members of the Executive Board chosen by category of lives served.
- (b) The Executive Board shall be responsible for implementing the policy directions of the Board of Directors and shall be responsible for the regular activities of the COOPERATIVE, including but not limited to: the approval of warrants and bills; compliance with growth policy; review audit; recommend investment policy to Board of Directors; recommend programs and vendors to Board of Directors; ser-

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vice level assessment; recommend goals and policy changes to Board of Directors; coordinate selection process and recommend and oversee the performance of the Executive Director. The Executive Board may enter into contracts and expenditures in amounts up to \$50,000, have the authority to renew or extend, with or without amendments, existing contracts with cost decreases or, in the case of increases, those of less than 5% per year and may authorize the Executive Director to enter into contract and expenditures in amounts up to \$5,000. The Board of Directors, by motion, may increase the dollar amounts of the contracts and expenditures, which may be from time-to-time authorized to the Executive Board or the Executive Director.

- (c) Except for the election for a term beginning July 1, 2012, the Chair and Vice Chair shall be limited to one (1) two (2) year term. The term for the remaining Executive Board positions shall be limited to no more than two (2) year consecutive terms, but persons may be selected to a different position. For the fiscal year of the COOPERATIVE, commencing on July 1, 2012, and thereafter, the Chair, Vice-Chair, Treasurer and Operations committee Chair shall be elected to an initial term of one (1) year and thereafter for two (2) years to achieve staggered terms. Other Members of the Executive Board shall be elected for two (2) year terms commencing on July 1, 2012. The election of officers can take place one hundred and twenty (120) days prior to or after the start of a new fiscal year. Officers shall serve until their successors have been chosen and begin their terms. All Members of the Executive Board are expected to conscientiously prepare for, attend, and actively participate in all Board of Directors and Executive Board

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meetings.

- (d) The Chair is the chief elected officer of the COOPERATIVE and directs the over-all affairs and operations of the Executive Board; presides over all meetings of the Executive Board and the Board of Directors; and performs all other duties as are authorized in the By-Laws, or as the Executive Board or Board of Directors may authorize and as may be defined in the policies of the COOPERATIVE. The Chair, when authorized, shall execute documents on behalf of the COOPERATIVE and shall perform those duties normally associated with the Chair of an intergovernmental agency. In the absence or inability of the Chair to perform these duties, the Vice-Chair shall temporarily provide those services. If the Chair shall resign or permanently be unable to perform such duties, the Vice-Chair shall succeed to the position of Chair. In the case of vacancies, in all other offices of the Cooperative other than the Executive Director or the Treasurer, the Chair shall appoint individuals with the required qualifications to fill any vacancies until the end of the term of the person leaving the office. The Vice-Chair assists the Chair in directing the affairs and operations of the Executive Board and Board of Directors; acts as presiding officer at meetings in the absence of the Chair.
- (e) The Treasurer shall have charge and custody of and be responsible for all funds and securities of the COOPERATIVE; receive and give all receipts for monies due and payable to the COOPERATIVE from any source whatsoever; deposit all such monies in the name of the COOPERATIVE in such banks, savings and loan associations or other depositories as shall be selected by the Board of Directors;

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keep the financial records of the COOPERATIVE and invest the funds of the COOPERATIVE as are not immediately required in such securities as the Board of Directors shall specifically or generally select from time-to-time. Provided, however, that all investments of the COOPERATIVE funds shall be made only in compliance with the COOPERATIVE'S Investment Policy which must be in accordance with statutory law at the time of any investment. The Treasurer shall perform all the duties incident to the office of Treasurer and such other duties as from time-to-time may be assigned to the Treasurer by the Board of Directors.

In the absence of the Treasurer, or in the event of the inability or refusal of such officers to act, the Chair of the Board of Directors may temporarily perform the duties of the Treasurer and, when so acting, shall have all of the powers of and be subject to all of the restrictions upon the Treasurer. A new Treasurer shall be selected at the next regular or special meeting of the Board of Directors, but the Chair may act, in any case, until the selection is made. The Treasurer shall also serve as Chair of the Finance Committee.

- (f) The Board of Directors may, by at least a two-thirds (2/3) vote of the MEMBERS remove the Chair, Vice-Chair, Treasurer or the Chair or any member of any Committee. Such removal shall be within the total discretion of the Board of Directors. The Executive Board may also, by at least a two-thirds (2/3) vote, and within its total discretion, remove an Executive Board member, except for the Chair, Vice Chair, Treasurer or Chairman of the Operations Committee. After removal, the Executive Board shall notify in writing the individual removed and give that person an opportunity to request an appearance before the Executive

Board with at least seven (7) days' prior written notice to contest the removal.

The Executive Board shall permit the person removed to explain why that person would wish to be reinstated to the Executive Board, but the decision of the Executive Board on removal or reinstatement shall not be required to meet any due cause or due process standard. The Executive Board shall notify in writing all of the MEMBERS of the COOPERATIVE of its decision to remove or reinstate the MEMBER of the Executive Board. The decision of the Executive Board shall be final. These officers serve in "at will" positions. In the event that the Chair is removed by the Board of Directors, the Vice-Chair shall take over that position and the new Chair will select the Vice-chair to fill out the remainder of that term.

- (g) Ten (10) or more MEMBERS of the COOPERATIVE may request a special meeting of the Board of Directors held for the purpose of removal of a member or members of the Executive Board. The person proposed to be removed from such a position may address the meeting of the Board of Directors, which, by a majority vote, may remove the member or members. A decision to remove the "at will" members of the Executive Board shall be totally within the discretion of the Board of Directors, which shall not be required to make its decision based upon due cause or due process standards but, rather, simply as a determination of its absolute discretion.
- (h) A Finance Committee is established. The Committee shall have nine (9) members, one of whom, the Treasurer shall serve as Chair. The members of the Committee except for its Chair shall be selected by the Chair of the COOPERATIVE and approved by the Executive Board. The Committee mem-

bers shall be appointed for a term of two (2) years which shall be staggered. The Finance Committee shall serve as a recommending body to the Executive Board. It shall review and recommend the annual budget, programs and vendor performance and other projects and tasks as assigned by the Chair or the Executive Board. The Chairman of the COOPERATIVE shall fill vacancies on the Finance Committee, which appointments shall be until the end of the term of the person replaced.

- (i) An Operations Committee is established. The Committee shall have nine (9) members. The members of the Committee except for its Chair shall be selected by the Chair of the COOPERATIVE and approved by the Executive Board. The Committee members shall be appointed for a term of two (2) years which shall be staggered. The Operations Committee shall serve as a recommending body to the Executive Board. It shall review the day-to-day operations of the COOPERATIVE and make recommendations for changes needed or actions to create greater efficiencies. The Chairman of the COOPERATIVE shall fill vacancies on the Operations Committee, which appointments shall be until the end of the term of the person replaced.
- (j) A Membership Development committee is established. The Committee shall have at least five (5) members. The members of the Committee and its Chair shall be selected by the Chair of the COOPERATIVE and approved by the Executive Board. The Committee members shall be appointed for a term of two (2) years which shall be staggered. The Membership Development Committee shall

provide onboarding, mentoring, education, training, networking, and leadership development to the IPBC membership. The Chairman of the COOPERATIVE shall fill vacancies on the Membership Development Committee which appointments shall be until the end of the term of the person replaced.

- (k) The Board of Directors or the Executive Board may establish on a permanent or ad hoc basis other committees or Boards to serve the COOPERATIVE.
- (l) When officers of the COOPERATIVE need to be selected by the Board of Directors, the Executive Board shall name a Nominations Committee, which will consider candidates and make a recommendation for the filling of the positions. The Executive Board may, but shall not be required to, select a past Chair who shall serve as Chair of the Nominations Committee. The past Chair may be authorized to select Delegates or Alternates to serve as Members of the Nominations Committee. The Nominations Committee shall present to the Board of Directors a recommended slate of candidates for review by the membership. This report shall be submitted no later than thirty (30) days before the date of the meeting of the Board of Directors at which the elections shall take place. Other persons seeking to be named to positions on the Executive Board may have their names offered in nomination for such positions.
- (m) The COOPERATIVE shall purchase a blanket fidelity bond in an amount to be established by the Board of Directors to assure the fidelity of all officers, directors, and employees of the COOPERATIVE who shall have the authority to receive or authorize by their signature or order the payment of COOPERATIVE

funds. Additional fidelity and similar coverages may be procured by the COOPERATIVE from time-to-time.

- (n) The Board of Directors may select a financial institution to carry out some or all of the functions which would otherwise be assigned to a Treasurer and may select a management company or agent to carry out some or all of the functions which would otherwise be assigned to an Administrator.

ARTICLE VIII. Finances.

A. Administrative Fund.

The cost of the administration of the COOPERATIVE shall be borne by each of its MEMBERS in direct proportion to the number of employees and officers of the MEMBER and listed entities whose benefit programs are to be administered by the COOPERATIVE as compared to the total number of such persons served by the COOPERATIVE.

Whenever payments to the Administrative Fund shall be based upon an estimate, the MEMBER shall promptly receive a refund or pay a deficiency when final figures become available. The Administrative Fund shall pay all of the administrative costs of the COOPERATIVE and payment shall be made to cause the administration of all actions approved by the Board of Directors and the Executive Board.

B. The Benefit Fund.

Payments into the Benefit Fund will be developed and administered in the following manner:

1. Before the start of each fiscal year, the Administrator and the Executive Director, will determine on the basis of financial data the amount of total payments from all MEMBERS necessary to fund anticipated benefit payments and the cost of insurance.
2. The Administrator and the Executive Director, will also recommend how this total amount of anticipated expenses should be divided among the MEMBERS. The charges to be made to the MEMBERS shall be determined by a vote of the Board of Directors which shall, in establishing such sums due, treat all similarly situated MEMBERS in an equal manner.

Such a vote must receive at least the concurrence of two-thirds (2/3) of a quorum at a Board of Directors meeting.

3. The Board of Directors may, each fiscal year, choose an allocation of the payments into the Benefit Fund whereby some or all of the costs are divided among the MEMBERS based upon general increases or decreases in the total costs of the COOPERATIVE without regard to the claims made against individual MEMBERS or it may elect to grant debits or credits based upon the individual plans offered by the MEMBERS or the level of claims. Debits or credits may be expressed through the use of a banding formula. (Also see Article IX.)
4. In the event that the Board of Directors shall fail to approve the charges or allocations by the requisite vote, the charges and allocations for the next year shall, until and unless modified, be based upon the prior year's allocations with charges increased by ten percent (10%) and additionally subject to the obligation to make Supplementary Payments.
5. The COOPERATIVE will purchase such other insurance coverage as may be approved by the Board of Directors.
6. Without regard to any other provision contained within this Article VIII, the Board of Directors may establish charges to be paid by the MEMBERS for life insurance benefits to be based upon total pooling of the experience of all MEMBERS with each MEMBER paying the same cost per employee for such life insurance coverage. The time at which a determination regarding the amounts due for such life insurance coverage

and the manner in which such amounts shall be paid shall be the same as that established for other payments into the Benefit Fund. The Board of Directors may also establish a program to provide dental or other benefits to MEMBERS which wish such coverage.

C. Cash Flow Account.

The Cooperative shall maintain a Cash Flow Account. Each MEMBER shall make payments into that account equal to some percentage set by the Board of Directors of the payments that MEMBER has made into the Benefit Fund. The Board of Directors shall determine the manner in which each MEMBER'S obligation to make payments into the Cash Flow Account is established to assure that an adequate balance for the payment of claims remains in that account at all times. Automatic withdrawals from the Terminal Reserves of a MEMBER may be made by the MEMBER or the Executive Board to fund deficits in the Cash Flow Account. The Board of Directors shall determine whether the Cash Flow Account shall be treated as a single fund which can be utilized for the payment of the claims of any MEMBER or whether each MEMBER shall be obligated to maintain its own individual account. If separate accounts are maintained, MEMBERS may be individually required to make up deficiencies in their accounts. The establishment of payments into the Cash Flow Account from a single fund must receive at least the concurrence of at least the vote of two-thirds (2/3) of a quorum at a Board of Directors meeting.

D. General Fiscal Matters.

The Board of Directors shall provide to the MEMBERS an annual audit of the financial affairs of the COOPERATIVE to be made by a certified public accountant at the end of each fiscal year in accordance with generally accepted auditing principals.

E. Supplementary Payments.

If, during any year, the funds on hand are not sufficient to pay benefits or administrative expenses which are the responsibility of the COOPERATIVE and not through a failure of insurance coverage or other causes, the Board of Directors shall require Supplementary Payments. The increased payments shall be computed utilizing the same method under which payments were made for the year in question and except for payments into the Administrative Fund where payments shall be made by all MEMBERS, they shall only be due from MEMBERS which were entitled to receive benefits from the account which requires Supplementary Payments. If a MEMBER transfers employees and officers from a fund where Supplementary Payments are due to another fund, a determination shall be made by the Board of Directors as to the amount of Supplementary Payments due from that MEMBER arising from its prior participation in that fund.

F. Terminal Reserves

During any fiscal year, and with the approval of the Treasurer, a MEMBER may withdraw from the COOPERATIVE any amount of Terminal Reserves provided that there shall be deducted from that payment any amounts owed by the MEMBER or reasonably anticipated to be owed by the MEMBER to the COOPERATIVE either being then due and payable or estimated to be due based upon tentative figures or preliminary audits, or any other amounts due from the MEMBER to the COOPERATIVE. The Treasurer may always deduct from a MEMBER's Ter-

terminal Reserves any amounts necessary to pay for that MEMBER's obligations to the COOPERATIVE. Within thirty (30) days after a final audit, approved by the Board of Directors, the amounts then determined to be owed to the COOPERATIVE shall be deducted from the Terminal Reserves. Thereafter, the MEMBER shall receive a determination of the Treasurer within sixty (60) days of a written request. The Treasurer shall provide a written report to the Executive Board of any approved requests for withdrawals from Terminal Reserves within sixty (60) days after the withdrawal. If the COOPERATIVE shall have advanced funds on behalf of a MEMBER such that the MEMBER is expected to have a deficit balance in its Terminal Reserves, then, within sixty (60) days after written notice, the MEMBER shall be required to pay to the COOPERATIVE at least sufficient funds so as to remove the deficit in its Terminal Reserves.

G. Suspension or Termination of Claim or Other Payments.

In any situation, where the Executive Board should determine that a Member has not promptly paid to the COOPERATIVE any financial obligation then due, which is in excess of the amount of \$50,000.00, or is more than one-half of one month's contribution, whichever is less, it may direct that the payment of the Member's claims or other sums sought shall be suspended or terminated for a specified period of time or until certain specified actions have taken place. If the decision is made by the Executive Board, the suspension may be for a period of time up to and including the date at which the Board of Directors considers and takes action relating to a proposed termination of membership or other action. The Executive Board shall notify the Members of the Board of Directors of its decision. The Board of Directors may also vote to suspend or terminate the payment of claims in the situations provided for above.

As is provided in the PURPOSE section, the IPBC is to "jointly administer some or all of

the personnel benefit programs offered by its MEMBERS to their officers and employees....”

The COOPERATIVE has determined that the funding of those administrative acts is dependent upon the prompt and full payment by MEMBERS of their obligations. A defaulting MEMBER, rather than the COOPERATIVE, shall be fully responsible for any claims, demands or suits, or any increased costs allegedly caused by a suspension or termination of claim payment on behalf of a MEMBER in financial default. In case such a claim, demand, suit or increased cost is made or incurred by the COOPERATIVE, the defaulting MEMBER shall hold harmless, defend and indemnify the COOPERATIVE, its other MEMBERS and their officers and employees against such claim, demand, suit or cost.

H. Payments in Error.

If the COOPERATIVE should in error pay any benefit claims, administrative fees or other charges on behalf of a Member, which it was not obligated to pay, the Member shall, upon thirty (30) days’ written notice, reimburse the COOPERATIVE for the amounts improperly paid.

ARTICLE IX. Plan of Benefits, HMOs and Reductions In Coverage.

MEMBERS may change the Plan of Benefits provided at any time, but shall notify the Administrator and the Executive Director at least sixty (60) days prior to the intended effective date of such change; and such change shall be subject to a redetermination on the underwriting basis of the payments due the COOPERATIVE. The Administrator shall make a determination as to the amount of the increased or reduced payment required in light of the change. If the MEMBER should dispute the amount of the redetermination, an initial decision regarding such amount shall be made by the Executive Board with an appeal to the Board of Directors. In the event that the Administrator should determine that the proposed change provides a level or type of coverage, the cost of which cannot be determined on an underwriting basis or which would provide an excessive risk to the COOPERATIVE, or is inconsistent with the insurance purchased by the COOPERATIVE or would otherwise not be in the best interest of the COOPERATIVE, the Administrator shall present that opinion and the reasons supporting that opinion in writing to the MEMBER requesting the change and to the Chair and the Executive Director. The change shall not come into effect within the COOPERATIVE's plan of benefits except in the manner recommended by the Administrator unless the decision of the Administrator is overturned or modified by the Executive Board or the Board of Directors. The MEMBER may institute the change, but shall be individually financially responsible for the administration and payment of such benefits as are not eventually authorized to be provided within the COOPERATIVE. The Administrator shall as promptly as possible re-price covered benefits. No claim may be made against the COOPERATIVE for the unauthorized change.

The COOPERATIVE may offer to its MEMBERS participation in an HMO Fund separate from the Benefit Fund to pay the costs of providing HMO services to the officers and em-

employees of the participating MEMBERS. Accounting for this Fund, including surplus or deficit amounts, shall be separate from the Benefit Fund. For any fiscal year if the Board of Directors of the COOPERATIVE votes to provide an HMO Fund for the fiscal year, all MEMBERS offering HMO benefits to their officers and employees shall only offer the Plan of Benefits of the COOPERATIVE'S HMO Fund or those in union-sponsored programs.

An HMO Plan of Benefits shall mean any plan which provides benefits to participants through a restriction on the doctors who provide services, an absence of substantial deductible or co-payments and an absence of or simplified claim forms. An HMO Plan of Benefits may be offered by the COOPERATIVE either through joint purchase or pooling.

The rates for the HMO Plan or Plans of Benefits offered by the COOPERATIVE for the specific plans of its MEMBERS shall be established by the Board of Directors. The Board may establish an average annual rate percentage change for the HMO Fund as a whole, and may then, through the use of a banding formula, establish bands of no more than 10 percentage points more or less than the average annual price adjustment for those MEMBERS whose claims experience has been above or below the average. It may also approve other allocation formulas.

Where the COOPERATIVE establishes set rates, under two (2) circumstances and upon a report of the Administrator or the Executive Director, the Board of Directors may individually rate a MEMBER or MEMBERS. Where the actual paid claims, incurred by a MEMBER during any two (2) or more years of a three (3) year period, were both in the highest or both in the lowest bands, or where it is discovered that claim history material submitted by a MEMBER was improperly stated, that MEMBER or MEMBERS may be individually rated and may be required to contribute to the appropriate Fund a sum no more than 100% greater or lesser than the amount which would be payable had that MEMBER or MEMBERS been rated with the group as a

whole. Such individual rating shall carry into another cycle until such time as the paid claims of the MEMBER have declined for a year so that the MEMBER would be entitled to be rated with the group as a whole.

If, for any year or years, the Board of Directors should determine that there are surplus funds within the HMO Fund which can be distributed to the MEMBERS without harming the fiscal integrity of the HMO Fund, those surplus funds shall be distributed to all existing and prior MEMBERS of the COOPERATIVE (who validly withdrew) who made contributions into the HMO Fund in the proportion in which those contributions were made. A determination as to whether surplus funds shall be distributed to the remaining MEMBERS of the COOPERATIVE shall be made from time-to-time by the Board of Directors.

If a MEMBER, in accordance with the By-Laws, elects to withdraw from the COOPERATIVE, or if it has no officers or employees who will receive the HMO Plan of Benefits for the next fiscal year, it shall be the obligation of that MEMBER to pay all the claims of its officers and employees for HMO services under the COOPERATIVE which were performed prior to the commencement of that next fiscal year, but not submitted and processed before the end of that fiscal year, but within the time period allowed for submissions. The Executive Board, on the recommendation of the Administrator, may require a MEMBER to pre-fund an amount estimated to be sufficient to pay for such HMO runoff claims and administration.

Within sixty (60) days after the approval of the audit of the COOPERATIVE's HMO Fund for the prior fiscal year, a final accounting of funds owed or owing shall take place. If a MEMBER which has offered an HMO Plan of Benefits shall have no officers or employees receiving such benefits in a subsequent fiscal year, or if that MEMBER has validly withdrawn from the COOPERATIVE, then that MEMBER, subject to a pre-funding of HMO run-off claims

and administration, shall be entitled to its percentage of any surplus funds within the HMO Fund. The payment of surplus funds or the receipt of amounts otherwise due from the MEMBER shall be carried out in accordance with the provisions of Article XVII.

In the event that HMO coverage is no longer offered by the COOPERATIVE, any surplus funds remaining shall, after audit and the setting aside of run-off amounts, be distributed to the MEMBERS (except for expelled MEMBERS) in the proportion in which they contributed funds to the HMO Fund.

If the number of employees or officers of the MEMBERS eligible to receive some portion of any of the COOPERATIVE's benefits should decline or where for some other reason the Administrator is concerned about the ability of a specific fund to cover potential claims, the matter shall be brought to the attention of the Executive Board and the Board of Directors. The Board of Directors may determine that the coverage shall no longer be offered or its scope or amount of coverage shall be prospectively reduced. A decision to make such a reduction shall not become effective for at least sixty (60) days after the vote of the Board of Directors.

ARTICLE X. Insurance and Other Coverages.

The COOPERATIVE may purchase insurance from a company permitted to write such coverage in Illinois. The COOPERATIVE may also join with other intergovernmental entities to provide collective self-insurance. The obligation of any MEMBER to the COOPERATIVE shall be limited to funding those benefits collectively self-insured by the COOPERATIVE. No MEMBER shall be responsible for the benefit claims of another MEMBER which were to be paid by insurance but were not paid or at levels above the insurance purchased for MEMBERS.

ARTICLE XI. Obligations of Members.

The obligations of MEMBERS of the COOPERATIVE shall be as follows:

- (a) To appropriate or budget for, where necessary to levy for and to promptly pay all monthly and supplementary or other payments to the COOPERATIVE at such times and in such amounts as shall be established by the Board of Directors within the scope of this Contract and By-Laws. Any delinquent payments shall be paid with a penalty which shall, for the period of non-payment, be equivalent to the prime rate of interest on the date of delinquency charged by the bank in Illinois with the largest assets or the highest interest rate allowed by statute to be paid by an Illinois non-home rule municipality whichever is greater. In the event that the COOPERATIVE shall be required to expend funds for administrative, legal or other costs brought about by the failure of a MEMBER to pay sums owed the COOPERATIVE or to otherwise comply with its obligations, such amounts expended shall be added to the sums due the COOPERATIVE and shall be payable by the MEMBER. In the event that a MEMBER of the COOPERATIVE should sue the COOPERATIVE or any of its MEMBERS or officers regarding an interpretation of this Contract and By-Laws, an action taken by the Board of Directors or officers or any other matter arising out of its membership in the COOPERATIVE, and should not be the prevailing party in that suit, it shall, as part of its contractual obligation to this COOPERATIVE, pay the reasonable attorneys' fees and other costs and expenses expended by the COOPERATIVE in defending against that suit.

- (b) During its entire membership in the IPBC, a MEMBER shall only exclusively provide to its employees and officers, except independent contractors, or those in union-sponsored programs, the health and accident benefits and associated life insurance coverage of the COOPERATIVE.

In entering into this intergovernmental agreement, each MEMBER, sub-pool and sub-pool member acknowledges, recognizes and accepts that intergovernmental agreements are voluntary associations where the MEMBERS can determine, by contract and, by authorized actions of the Board of Directors and the Executive Board, the identity of the MEMBERS, how MEMBERS and those otherwise bound can be admitted, dealt with during membership and expelled.

- (c) To select a person to serve on the Board of Directors and to select an alternate representative.
- (d) To allow the COOPERATIVE reasonable access to all facilities of the MEMBER and all records including but not limited to financial records which relate to the purpose and powers of the COOPERATIVE.
- (e) To furnish full cooperation with the COOPERATIVE's Executive Director, Committees, attorneys, claims adjusters, the Administrator and any Board or committee, agent, employee, officer or independent contractor of the COOPERATIVE relating to the purpose and powers of the COOPERATIVE.
- (f) To furnish the COOPERATIVE with a copy of revisions to its written benefit program at least sixty (60) days prior to the effective date of such change.
- (g) To report to the COOPERATIVE as promptly as possible all claims made to it within its benefit program as administered by the COOPERATIVE.

- (h) To follow those procedures regarding the administration of and application for benefits adopted by the Board of Directors which do not reduce the level of benefits contained within any MEMBER's individual benefit program, which are to be paid for by funds of or through the COOPERATIVE. For example, large case management, frequency and amount of claim submissions and wellness programs. The adoption of such procedures shall require at least the concurrence of at least the votes of two-thirds (2/3) of the entire membership of the Board of Directors.
- (i) This Contract and By-Laws document is not intended to create or provide any rights in third-parties, including, but not limited to the individuals to whom the MEMBERS provide benefits.

ARTICLE XII. Liability of Board of Directors or Officers.

The MEMBERS of the Board of Directors or officers of the COOPERATIVE should use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties hereunder; they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through investment of COOPERATIVE funds, or failure to invest. No Director shall be liable for any action taken or omitted by any other Director. No Director shall be required to give a bond or other security to guarantee the faithful performance of their duties hereunder. The Administrative Fund shall be used to defend and hold harmless any Director or officer for actions taken by the Board of Directors, the Executive Board, Committee members, or performed by the Director within the scope of his or her authority. The COOPERATIVE may purchase insurance providing similar coverage for such Directors or officers.

ARTICLE XIII. Additional Insurance.

The Administrator and the Executive Director, through the distribution of the minutes of the Board of Directors or through other means, shall inform all MEMBERS of the scope and amount of insurance in force from time-to-time. Membership in the COOPERATIVE shall not preclude any MEMBER from purchasing any insurance coverage above those amounts or in addition to that purchased by the COOPERATIVE. The COOPERATIVE may also create and administer programs to pay dental or other claims. All funds for the operation of such programs shall be accounted for separately and the financial obligations arising from such programs shall only be the responsibility of MEMBERS which participate.

ARTICLE XIV. Disputes Over Coverage.

In the event that a MEMBER should question whether its employee or officer or that of a listed entity is entitled to payments, that MEMBER shall, in writing, direct the COOPERATIVE not to pay any further amounts arising from such claim after the date of the receipt of the written direction. When so directed, the COOPERATIVE shall not pay such claim unless the MEMBER's order is withdrawn. Provided, however, that the MEMBER shall defend and hold harmless the COOPERATIVE against all costs, including defense costs, or damages which the COOPERATIVE shall incur in acting on the direction of the MEMBER. The COOPERATIVE may require the MEMBER to advance funds to support this obligation and on a failure of the MEMBER to do so, it may choose to make the payment.

In the event that an officer or employee or other person claiming benefits from a MEMBER or the MEMBER itself should contest the decision of the Executive Board or the Board of Directors, which declines to pay a benefit in whole or in part, the decision of the Executive Board or the Board of Directors shall be final in the absence of fraud. The COOPERATIVE shall have no financial responsibility if a company which provides insurance for benefit claims refuses or is unable to pay such claims. In the absence of action by the Board of Directors to recover such funds from the Company the MEMBER affected may pursue the matter at its expense.

ARTICLE XV. Contractual Obligation.

This document shall constitute a contract among the MEMBERS of the COOPERATIVE. The obligations and responsibilities of the MEMBERS set forth herein including the obligation to take no action inconsistent with this Contract and By-Laws as originally written or validly amended shall remain a continuing obligation and responsibility of the MEMBER. The terms of this contract may be enforced in a court of law either by the COOPERATIVE itself or by any of its MEMBERS. The consideration for the duties herewith imposed upon the MEMBERS to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the MEMBERS set forth herein and the advantage gained by MEMBERS in anticipated reduction of administrative costs for the processing of personnel benefits. Provided, however, that the financial obligations of a MEMBER are limited to that agreed to herein or such additional obligations as may come about through amendments to these By-Laws. The Scope of Coverage of the COOPERATIVE shall extend only to the MEMBERS. This intergovernmental agreement is not intended to, nor does it grant, any rights, including but not limited to, the right to an interpretation of its provisions or benefits to any third-parties.

ARTICLE XVI. Expulsion of Members.

By at least the concurrence of the vote of at least two-thirds (2/3) of the entire remaining membership of the Board of Directors, any MEMBER may be expelled. Such expulsion, which shall take effect in the manner set out below, may be carried out for one or more of the following reasons:

- (a) Failure to make any payments due to the COOPERATIVE,
- (b) Failure to exclusively provide to its employees and officers, except independent contractors, or those in union-sponsored programs, the health and accident benefits and associated life insurance coverage of the COOPERATIVE,
- (c) Failure to furnish full cooperation with the COOPERATIVE's attorneys, Executive Director, Administrator and any agent, employee, officer or independent contractor of the COOPERATIVE relating to the purpose and powers of the COOPERATIVE,
- (d) Failure to carry out any obligation of a MEMBER which impairs the ability of the COOPERATIVE to carry out its purpose and powers.

No MEMBER may be expelled, except after notice from the COOPERATIVE, of the alleged failure along with a reasonable opportunity of not less than fifteen (15) days to cure the alleged failure. The MEMBER, within that 15 day period, may request a hearing before the Board of Directors before any decision is made as to whether the expulsion shall take place. The Board of Directors shall set the date for a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. The Board of Directors may appoint a hearing officer to conduct such hearing and make a recommendation to the Board of Directors based upon findings of fact. If the Board conducts the hearing itself, it may make a decision at the close

of the hearing. A decision by the Board of Directors to expel a MEMBER after notice and hearing and a failure to cure the alleged defect shall be final unless the Board of Directors shall be found by a court to have committed a gross abuse of discretion. After expulsion, the former MEMBER shall continue to be fully obligated for any payments due to the COOPERATIVE which were created during the term of its membership along with any other unfulfilled obligation as if it were still a MEMBER of the COOPERATIVE.

The obligation of the COOPERATIVE to administer the claims filed under the benefit program of the expelled MEMBER shall cease thirty (30) days after the date of expulsion, provided that the MEMBER is not in financial arrears to the COOPERATIVE. If the expelled MEMBER is in financial arrears to the COOPERATIVE, including estimated deficits, the administration of claims shall cease immediately upon expulsion. After expulsion, the COOPERATIVE or its Administrator may agree by contract to administer and pay the claims of the expelled MEMBER using funds furnished by the expelled MEMBER. The expelled MEMBER shall be required to pay the cost of the transfer of such document if it should choose to pay claims by itself or through others.

ARTICLE XVII. Withdrawal of a Member and Continuation
 or Termination of the COOPERATIVE.

MEMBERS shall have the right to withdraw from membership at the end of any fiscal year if proper notice of withdrawal is given in the manner provided in this Article. The obligation of a MEMBER shall include continuing participation with regard to all classes of officers and employees of the MEMBER, not including its listed entities, established as being entitled to benefits at the commencement of each fiscal year. Provided, however, that if a MEMBER should choose to end continuing participation with regard to officers and employees of the MEMBER, other than at the end of a one-year term, who are to be provided health and life insurance coverage in a union-sponsored program, the COOPERATIVE shall permit such withdrawal, but it may re-price the costs of benefits to the continuing employees or officers based upon the same underwriting criteria used by that COOPERATIVE in the normal course of its business. If officers or employees are withdrawn from the COOPERATIVE into a union-sponsored program, they may subsequently be returned to coverage, but only on an underwriting basis. In addition, when the withdrawal is into a union-sponsored program, no MEMBER shall be expelled from the COOPERATIVE if the continuing employees or officers meet the general criteria required from time-to-time for other MEMBERS of the COOPERATIVE. If a MEMBER, which no longer meets the underwriting criteria as a MEMBER should be voluntarily admitted to an intergovernmental agency (sub-pool), which itself is a MEMBER of the COOPERATIVE, it may continue receiving benefits from the COOPERATIVE under the Contract and By-Laws of the Intergovernmental Agency. Provided, however, that upon at least a two-thirds (2/3) affirmative vote of the entire membership of the Board of Directors, any MEMBER may be relieved of continuing participation with regard to a particular class or classes of officers and employees of the

MEMBER. In addition, a MEMBER shall only be required to provide continuing participation for those persons within such classes of officers and employees as are actually employed or working for the MEMBER.

Any MEMBER of the COOPERATIVE may withdraw from the COOPERATIVE at the end of a fiscal year of the COOPERATIVE upon the giving of at least ninety (90) days prior written notice of withdrawal. Such notice shall be addressed to the Chairman of the COOPERATIVE and the Executive Director, and shall be accompanied by a resolution of the Corporate Authorities of the MEMBER electing to withdraw from the COOPERATIVE.

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9/27/18

If a MEMBER should withdraw from the COOPERATIVE and the contract between the COOPERATIVE and providers do not provide for mandatory run-off claim payments, no benefit claims of the MEMBER shall be processed or paid by the COOPERATIVE after the close of the fiscal year in which withdrawal takes place, unless the withdrawing MEMBER shall enter into a contract with the COOPERATIVE or the provider to provide such services using funds furnished by the withdrawing MEMBER. Pending claims and other records relating to the withdrawing MEMBER shall, in the absence of such a contract, be turned over to that MEMBER in a prompt manner and at that MEMBER's cost.

A-3
9/27/18

If a MEMBER should withdraw from the COOPERATIVE, as of the date of its withdrawal, individual stop loss or aggregate stop loss insurance policies purchased by the COOPERATIVE, on behalf of its MEMBERS, will likely contain provisions which will provide that such insuring entities will be required to pay no claims of a withdrawing MEMBER which were not paid during the time of its Membership. Withdrawing MEMBERS will be required to pay such claims not paid during the time of its Membership. Withdrawing MEMBERS may wish to explore individually purchasing extensions of such insurance policies if available to them

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from the insuring entities or arrange for alternate insurance coverages. MEMBERS should be aware of such payment obligations which will not be those of the COOPERATIVE except in the unlikely event that such individual stop loss or aggregate insurance policies provide for additional coverage.

With regards to benefit claims and administrative fees after a MEMBER withdraws in any way from the COOPERATIVE, the contract between the COOPERATIVE and the entity offering HMO benefits may provide that the COOPERATIVE is responsible for certain payments to the HMO for benefit claims and administrative costs for a continuing period. If a contract contains such a provision, the withdrawing MEMBER is responsible for the payment to the COOPERATIVE for all of such payments for the period contained within that agreement.

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With regards to benefit claims and administrative fees after a MEMBER withdraws in any way from the COOPERATIVE, the Contract between the COOPERATIVE and the entity or entities offering other than HMO benefits may also provide that the COOPERATIVE is entitled to those entities paying the run-off claims of the withdrawing MEMBER for a period of time specified in the Contract. Such a contract may obligate the COOPERATIVE to pay the provider for the payment of the agreed-upon claims of the withdrawing MEMBERS with the specified period of time even if the withdrawing MEMBER should be in default of its obligations to pay the COOPERATIVE for the previously-agreed to run-off coverage after the MEMBER'S withdrawal. Such contracts with providers may prevent the COOPERATIVE from directing the provider not to pay claims of the withdrawing MEMBER even if the withdrawing MEMBER is in default of its requirements. In some cases, the provider will advance funds and bill the COOPERATIVE after the payments have been made. Under other contracts, the provider may stop the payment for all continuing MEMBERS or MEMBERS which have withdrawn from the

COOPERATIVE and have fully paid in advance or as requested for run-off claims. Because of the serious adverse affect to all of the COOPERATIVE'S MEMBERS in the event that a withdrawing MEMBER fails to pay such amounts, the COOPERATIVE may utilize any funds within the account of the withdrawing MEMBER to pay for such run-off claims or may require the withdrawing MEMBER to advance funds reasonably estimated to be paid by the provider and the COOPERATIVE in fulfilling run-off payment provisions of the previously executed contracts with the providers. All withdrawing MEMBERS shall remain fully obligated for their portion of all expenses of and claims agreed to be paid by the COOPERATIVE incurred during the period of their Membership and during any period in which contractually obligated run-off claims are to be paid. The COOPERATIVE may seek to recover those funds at any time or seek to require advance payment of estimated costs.

Within one-hundred twenty (120) days after the approval of the audit of the COOPERATIVE for the prior fiscal year, a final accounting of funds owed or owing shall take place. Such accounting shall include all funds of the COOPERATIVE. If the amount owed to or owing from the withdrawing MEMBER shall be \$25,000 or less, the party owing such funds shall make payment within ninety (90) days after the final accounting. If the amount owed to or owing from the withdrawing MEMBER shall be over \$25,000, the party owing such funds may pay such funds owed in no more than 13 equal monthly payments with interest at the highest amount lawfully payable by a non-home rule Illinois municipality with the first payment to commence within ninety (90) days after the final accounting is established.

If the withdrawal of MEMBERS prior to the start of the next fiscal year shall reduce the number of covered employees and officers of the remaining MEMBERS, and any new MEMBERS legally committed to membership for the next fiscal year, to less than 2,000 covered

lives, the COOPERATIVE shall, except for winding up its affairs, cease its operations at the end of the then-concluding fiscal year. In that case, the Board of Directors shall continue to meet on such a schedule as shall be necessary to carry out the winding up of the affairs of the COOPERATIVE. If, during any fiscal year, the number of covered employees and officers should, through the withdrawal or expulsion of listed entities or attrition, be reduced to below 2,000 covered lives persons, any MEMBER may call a special meeting to discuss the feasibility of continuing the COOPERATIVE in operation until the close of that fiscal year.

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If any MEMBER should file a suit against the COOPERATIVE questioning the validity of the Contract and By-Laws document, or should raise the validity of this document in a suit by the COOPERATIVE and the validity of the Contract and By-Laws document is sustained, that MEMBER shall pay for the full legal and defense costs of the COOPERATIVE in that suit.

By execution of this Contract and By-Laws document, we do hereby certify that its approval and our membership in the IPBC has been authorized by our governing Board.

DATED: _____

Name: _____
Title: _____



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

Meeting 3/22/2021 7:00 PM
Department: Finance
Department Head:
Category: Purchase
Prepared By:

AGENDA ITEM (ID # 2021-909)

DOC ID: 2021-909

Amend the motion made at the February 22, 2021, Village Board meeting regarding a Contract with G.E. Riddiford of Arlington Heights, Illinois via the OMNIA Partners (U.S. Communities) Purchasing Cooperative for a 20-Year Roof Restoration for the Reno Facility to name Garland/DBS, Inc. of Cleveland, Ohio as the Contractor for project (Finance Director Coyle)

Statement of the Issue:

Update for 3/22/21 Board Meeting: Subsequent to the Board's approval of the agenda item, staff was made aware that Garland/DBS, Inc. was the contractor of the project and G.E. Riddiford (approved at the 2/22/21 meeting) was acting as a subcontractor for Garland/DBS on the project. As noted in the original motion, the item was and continues to be purchased through a purchasing cooperative. Thus, to issue payment to Garland/DBS as the contractor of the project, the Village Board must amend the motion to include Garland/DBS as the contractor. This motion on the consent agenda merely amends the motion to include Garland/DBS. All other parts of the discussion/purchase remain valid. Staff has also attached the proposed contract between Garland and the Village.

The roof at the Public Works Reno Center is in need of rehabilitation. This agenda item requests the Village Board's authorization to purchase a 20-year roof restoration from G.E. Riddiford through the OMNIA Partners purchasing cooperative for an amount not to exceed \$382,017. This purchase will be funded from the Facilities Maintenance Reserve Fund.

Analysis:

Village records show that the Reno Center roof was last renovated in 1997, with a smaller update completed in 2002. The roof has gone past its useful life of 20 years. Staff requested a roof asset management report for the roof in 2015. At that time, a roof restoration project did not move forward. Staff has since requested an updated report which is attached to this memo. Also, staff obtained infrared scans of the roof which are also attached. The report as well as the scans show that the roof is in need of restoration. Staff is recommending a roof restoration rather than a full roof replacement.

Staff utilized a purchasing cooperative, OMNIA Partners, to obtain the cost of a roof restoration. Purchasing cooperatives are authorized by the Village's purchasing code, specifically Section 1-10-7. Attached is the bid report from OMNIA. Staff requested that both a 10-year and 20-year restoration be bid. Four (4) contractors bid on the 10-year restoration and three (3) contractors bid on the 20-year restoration. The low bidders with costs is listed below. The full list of bids is also attached to this agenda item. Staff has also provided a cost per year to evaluate the difference between a 10-year and 20-year option.

Bidder	Cost	Cost per year
Malcor Roofing - 10 year restoration	\$227,805	\$22,780.50
G.E. Riddiford - 20 year restoration	\$382,017	\$19,100.85

Staff is recommending the 20-year restoration. Reno Center will continue to be a Village building over the next 20 years and the cost per year of the 20 year restoration is lower. The low bidder on the 20-year restoration was G.E. Riddiford. This company replaced the roof on Fire Station #2 in 2015 and the Village was satisfied with their work. The 20-year restoration includes a 20 year warranty on the roof.

Budget Impact:

The Facilities Maintenance Reserve Fund budgeted \$300,000 in 2021 to replace the roof at Reno Center. While the 20-year restoration is above budget, it is the most financially prudent choice over the life of the roof. The Facilities Reserve Fund does project having available cash to cover this additional cost in 2021. Over the life of the roof, the 20-year option will provide savings over performing two 10-year restorations.

Action Requested:

Pursuant to Section 1-10-7 of the Village Code, Authorize the Village Manager to execute a contract with G.E. Riddiford of Arlington Heights, Illinois via the OMNIA Partners (U.S. Communities) purchasing cooperative for a 20-year roof restoration for the Reno Facility in an amount not-to-exceed \$382,017, to be expensed to the Facilities Maintenance Reserve Fund.

Attachments:

1. OMNIA Project Manual- Village of Glen Ellyn - Public Works
2. Omnia Proposal Results
3. Glen Ellyn PW Infrared Scan Report
4. Glen Ellyn - Public Works Roof Report
5. Garland Village Contract

Project Manual For:

**VILLAGE OF GLEN ELLYN
PUBLIC WORKS FACILITY
ROOF REPAIR & RESTORATION PROJECT**



OMNIA Project #: 25-IL-200887

Project Owner:
VILLAGE OF GLEN ELLYN
535 Duane St.
Glen Ellyn, IL 60137



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1 Instruction to Proposers

In accordance with the Invitation to Proposal, the Proposal form must be submitted in accordance with the following:

**PROJECT LOCATION: Public Services Building
30 S. LAMBERT RD.
GLEN ELLYN, IL 60137**

1. Proposals can be submit in one of the following two formats using the Proposal forms as provided herein:
 - a. E-mail proposals to: DBSbids@garlandind.com
2. If you have any questions regarding the Proposal documents, please email Justin Reed (jreed@garlandind.com)
3. Coordination with the Owner, as specified hereinafter, shall be made exclusively through the General Contractor's Representative: Justin Reed (jreed@garlandind.com)
4. Proposal Bonds **are not** required for this project. Performance and Payment Bonds will **not be** required if awarded the project. Performance and payment bonds will be provided by Garland/DBS, Inc., herein referred to as "General Contractor" for the project.
5. Time is of the essence prior to contract signing, the number of consecutive working days necessary for the completion of the project shall be established by both parties. The Contractor agrees that failure to complete the scope of work within that stipulated period shall result in the assessment liquidated damages in the amount of \$300 per day past a date to be agreed upon during the pre-construction conference.
6. It is the General Contractor's intention to remit payment of approved invoice amounts within forty-five (45) days of General Contractor's acceptance. Deductions may be made for unapproved amounts invoiced and/or any penalties or damages incurred by the Owner or General Contractor.
7. The final invoice for retention will be paid upon the General Contractor's receipt of final payment by the Owner.
8. All Invoices must be submitted to General Contractor on AIA G702/G703 invoice forms or approved equal.
9. The contractor shall be prepared to submit a Certificate of Insurance with the Owner and General Contractor identified as the additional insured in accordance with the requirements as outlined in the Supplementary Conditions.
10. The Contractor shall be responsible for any building permits required by the Village of Niles



VILLAGE OF GLEN ELLYN
PUBLIC WORKS
ROOF REPAIR & RESTORATION

and must comply with all local, State, and Federal requirements.

11. Once the project is awarded the start date will be no later than 2021 and the contractor must continue to work, full-time and with a sufficient workforce able to faithfully prosecute the Work until final completion is issued by the General Contractor. Roofing must be performed in logical sequence and in accordance with the specification documents as provided herein, deviations will only be allowed under direction of the General Contractor or Owner.
12. **One Proposal sheet shall be completed in full for all buildings in scope.** Unit costs must be provided for additional / optional repair items to be completed on various buildings. Any expected latent or concealed site conditions should be identified upfront with unit pricing.
13. Proposers are reminded that the General Contractor is purchasing the Garland roof system materials for this project. Proposers should adjust profit and overhead accordingly as they are not incurring the expense of the materials, but will still need to handle the materials and load the roof once the materials arrive to the site.
14. Proposers are reminded that the freight for the General Contractor supplied materials will be paid for by the General Contractor and will not be an expense to the Proposer.
15. Proposers are reminded that sales or use tax on the General Contractor supplied materials will be paid for by the General Contractor and will not be an expense to the Proposer.
16. Proposers are responsible for all materials not supplied by the General Contractor, as well as, the costs, freight, and sales or use taxes, if applicable.



2 Proposal Forms

SEE ATTACHED PRICING SPREADSHEET. FOLLOW PROPOSAL SUBMISSION PROCEDURES OUTLINED IN SECTION 1 OF THIS PROJECT MANUAL



3 Prevailing Wage Requirements

This project requires the use of Cook County Prevailing Wages Rates as per the accordance with the Illinois Prevailing Wage Act (Illinois Compiled Statutes, Chapter 820, par. 130-1 to 130-12).



4 Supplemental Conditions (Sample Contract & Exhibits)

Proposer is responsible for ensuring that their Proposal is in compliance with all of the requirements as listed in the supplemental conditions (sample contract) as provided in this section. Any deviations or exceptions taken to the contract terms must be noted in Proposal response before the Proposal closing.



5 Specifications, Details, & Drawings



SECTION 01010

SUMMARY OF WORK

PART 1 — GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. The following brief description is not intended to totally define the scope of work. Refer to the contract documents for an entire description of the project scope.
- B. The successful Proposer shall provide labor and non-Garland materials to repair any deficiencies with existing roof system, then prepare, and apply fluid applied restoration coating and/or specified repairs on the roofs identified below.

BASE BID: WHITE KNIGHT PLUS RESTORATION (10 YR WARRANTY)

The general scope of work is as follows:

1. Power wash entire roof section, including flashings and walls with Firestone EPDM Cleaner and thoroughly rinse. Be sure to rinse low areas and drains several times to ensure all cleaning residue is removed. For all areas that tend to hold water, clean with “weathered membrane cleaner” after power washing with EPDM Cleaner, to ensure all moisture has been dried prior to applying any coating.
2. All necessary field and flashing repairs must be done according to good construction practices, including the removal of all wet insulation and defective materials as identified through a moisture detection survey such as an infrared scan and replacement with like-materials.
3. All single-ply seams must be checked and any loose seams must be resealed, or if necessary, replaced with new single-ply material. Wrinkled single ply membrane areas must be cut out and replaced to ensure a smooth substrate. Repair any single ply membrane that has shrunk and is tenting at walls. Remove any walkway pads and make necessary repair with new single ply membrane.
4. All roof areas must promote positive drainage. Ensure roof is dry before prior to restoration application.
5. Make any necessary repairs to the membrane surface using cured membrane on flat surfaces and un-cured membrane on any horizontal to vertical transitions.
6. Apply 6” Uni-Bond Seam Tape to all seams and apply coat of White Knight Plus to saturate the polyester surface. Allow White Knight Plus to cure prior to installing Base Coat.



VILLAGE OF GLEN ELLYN
PUBLIC WORKS
ROOF RESTORATION PROJECT

7. Apply base coat of (Energy Star rated & LEED credited), White Knight Plus at a rate of 1.5 gal/100 sq. ft. 32 wet mills to cover entire roof.
8. Allow base coat to dry for 24-48 hours but no longer than 72 hours.
9. Apply White Knight Plus top coat at an additional 1 gal/100 sq. ft. to cover entire roof. Please note that the first layer of base coat may still be tacky at 24 hours, this is normal.
NOTE: Vertical flashings require multiple coats to obtain proper coverage.
10. Ensure Plumbing stacks are a minimum of 12" above roof height and wrapped in 4lb lead or Liquid Flashing (three course).
11. Paint drain baskets with Oil Based Enamel in Bright Red. Replace any drain rings and baskets that are plastic.
12. Paint all gas lines with Oil Based Enamel in Safety Yellow.

ALTERNATE #1: LIQUITEC RESTORATION (20 YR WARRANTY)

The general scope of work is as follows:

1. Power wash entire roof section, including flashings and walls with Firestone EPDM Cleaner and thoroughly rinse. Be sure to rinse low areas and drains several times to ensure all cleaning residue is removed. For all areas that tend to hold water, clean with "weathered membrane cleaner" after power washing with EPDM Cleaner, to ensure all moisture has been dried prior to applying any coating.
2. All necessary field and flashing repairs must be done according to good construction practices, including the removal of all wet insulation and defective materials as identified through a moisture detection survey such as an infrared scan and replacement with like-materials.
3. All single-ply seams must be checked and any loose seams must be resealed, or if necessary, replaced with new single-ply material. Wrinkled single ply membrane areas must be cut out and replaced to ensure a smooth substrate. Repair any single ply membrane that has shrunk and is tenting at walls. Remove any walkway pads and make necessary repair with new single ply membrane.
4. All roof areas must promote positive drainage. Ensure roof is dry before prior to restoration application.
5. Make any necessary repairs to the membrane surface using cured membrane on flat surfaces and un-cured membrane on any horizontal to vertical transitions.
6. Apply base coat of Liquittec at a rate of 3 gal/100 sq. ft. to cover entire roof.
7. Embed 40" wide Grip Polyester Firm into base coat by rolling over the fabric surface to fully saturate and encapsulate, ensuring no wrinkles, voids, or vertical fibers.



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8. Allow base coat to cure but no longer than 72 hours.
9. Apply Liquitex top coat at an additional 2 gal/100 sq. ft. to cover entire roof. **NOTE:** Vertical flashings require multiple coats to obtain proper coverage.
10. Ensure Plumbing stacks are a minimum of 12" above roof height and wrapped in 4lb lead or Liquid Flashing (three course).
11. Paint drain baskets with Oil Based Enamel in Bright Red. Replace any drain rings and baskets that are plastic.
12. Paint all gas lines with Oil Based Enamel in Safety Yellow.

C. Contractor's duties:

1. Except as otherwise specifically excluded, provide and pay for:
 - a. Labor, equipment and required safety equipment.
 - b. Tools, construction equipment and machinery.
 - c. Water, heat and utilities required for construction (if applicable).
 - d. Other facilities and services necessary for proper execution and completion of the work, including proper disposal of removed roofing and waste.
 - e. Products used for the completion of the project.
2. Pay legally required sales, consumer and use taxes (if applicable).
3. Pay Prevailing wage rates in compliance with Cook County rates, and provide certified payroll documentation to the Owner upon request.
4. Secure and pay for, as necessary for proper execution and completion of the work.
 - a. Government fees.
 - b. Licenses and applications.
5. Give required notices.



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6. Comply with laws, codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities that bear on performance of work.
7. Enforce strict discipline and good order among employees. All employees shall be properly clothed with appropriate foot wear. All workers must wear shirts and long pants during work construction.

1.2 CONTRACTORS USE OF PREMISES.

- A. Confine operations at site to areas permitted by:
 1. Law.
 2. Ordinances.
 3. Permits.
 4. Contract Documents.
 5. Owner's requirements.
- B. Do not unreasonably encumber job site with materials or equipment. Use specified areas for storage and equipment.
- C. Do not load any part of the structure with weight that will damage or endanger structure.
- D. Assume full responsibility for protection and safekeeping of products stored on premises. Protect materials against dispersion by wind forces.
- E. Move any stored products that interfere with operation of Owner.
- F. Obtain and pay for use of additional storage or work areas needed for operations
- G. Maintain good housekeeping at all times around site, around structure and while in the structure.
- H. Use of site: Comply with Owners requirements for:
 1. Access and egress procedures.
 2. Requirements for identification of workers.
 3. Procedures for transportation of workers.
 4. Safety and fire prevention requirements.
 5. Weather emergency procedures.



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6. And such other rules and procedures as the Owner may establish from time to time for the safety and security of the entire property, job site and the project.

1.3 OWNER SUPPLIED MATERIALS

- A. Contractor must submit to the Owner as part of the submittal package all quantities of owner supplied materials needed to complete this project per specification a minimum of (6) weeks prior to project start date. Contractor must provide all labor to install owner supplied materials as part of their Proposal. All materials not specifically included in the owner supplied materials in section 01640 will be the responsibility of the contractor to provide and install in compliance with section 01640. Contractor must provide an accurate list of owner supplied materials to the Owner, overages will be returned to the Owner and under estimated quantities will be the full responsibility of the contractor to supply and install in full compliance with this section. Freight charges of Owner supplied materials will be the responsibility of the Owner. Contractor must take delivery of materials, properly cover and store at jobsite. Contractor must be able to provide certification in writing from roof system manufacturer that the contractor is approved to install the specified roof system and provide all warranty requirements of sections 07563.

1.4 OWNERS RIGHT TO ACCESS FOR OBSERVATION

- A. Owner reserves the right of access to any part of the work, at any time, for the purpose of observation.
- B. Cooperate with the Owner during Owner's access for observation of work, and coordinate work with Owner's requirements.

1.5 FIELD QUALITY CONTROL

- A. The Owner shall have the right to inspect the material and workmanship of all items concerned with these specifications and drawings and shall have free access at all times to any part of the work.
- B. Inspection and testing will be by the Owner or material supplier. Inspection and test may be made on any components at any time.

END OF SECTION

BASE BID: WHITE KNIGHT PLUS RESTOARTION (10 YR WARRANTY)



SECTION 07563 - FLUID APPLIED ROOFING RESTORATION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Single Ply Roof Restoration (1.4.E)(2.6)

1.2 SYSTEM DESCRIPTION

- A. Single Ply Roof Restoration Renovation: work includes:
 - 1. Surface preparation: Remove membrane chalking, dust, dirt, and debris.
 - 2. Fascia Edges: Inspect and make repairs to membrane
 - 3. Parapets and Vertical Surfaces: Inspect and make repairs to any splits or membrane deterioration.
 - 4. Metal Flashings: Repair/Replace metal flashings, pitch pockets, etc.
 - 5. Roof Repairs: Repair blisters, stressed or cracked membrane. Cut back, patch with new membrane

1.3 SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- B. Verification Samples: For each product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, and color.
- C. Manufacturer's Certificates: Certify products meet or exceed specified requirements.
- D. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.
- B. Manufacturer Qualifications: Manufacturer: Company specializing in manufacturing products specified in this section with documented ISO 9001 certification and minimum twelve years and experience.
- C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland Contractor.
- D. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.
- E. Product Certification: Provide manufacturer's certification that materials are manufactured in



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the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.

- F. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

1.5 PRE-INSTALLATION CONFERENCE

- A. Convene a pre-roofing conference approximately two weeks before scheduled commencement of roofing system installation and associated work.
- B. Require attendance of installers of deck or substrate construction to receive roofing, installers of rooftop units and other work in and around roofing which must precede or follow roofing work including mechanical work, Architect, Owner, roofing system manufacturer's representative.
- C. Objectives include:
1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
 2. Tour representative areas of roofing substrates, inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work.
 3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
 4. Review roofing system requirements, Drawings, Specifications and other Contract Documents.
 5. Review and finalize schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
 6. Review required inspection, testing, certifying procedures.
 7. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing.
 8. Record conference including decisions and agreements reached. Furnish a copy of records to each party attending.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.
- B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.
- C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface. No wet or damaged materials will be used in the application.
- D. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50 degree F (10 degree C) minimum temperature, removed only as needed for immediate use. Keep materials away from open flame or welding sparks.
- E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect/Engineer.



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- F. Adhesive storage shall be between the range of above 50 degree F (10 degree C) and below 80 degree F (27 degree C). Area of storage shall be constructed for flammable storage.

1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.
- B. Weather Condition Limitations: Do not apply roofing system during inclement weather or when a 40 percent chance of precipitation or greater is expected.
- C. Proceed with roofing work only when existing and forecasted weather conditions will permit unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.
- D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during same day.
- E. When applying materials with spray equipment, take precautions to prevent over spray and/or solvents from damaging or defacing surrounding walls, building surfaces, vehicles or other property. Care should be taken to do the following:
 - 1. Close air intakes into the building.
 - 2. Have a dry chemical fire extinguisher available at the jobsite.
 - 3. Post and enforce "No Smoking" signs.
- F. Avoid inhaling spray mist; take precautions to ensure adequate ventilation.
- G. Protect completed roof sections from foot traffic for a period of at least 48 hours at 75 degrees F (24 degrees C) and 50 percent relative humidity or until fully cured.
- H. Take precautions to ensure that materials do not freeze.
- I. Minimum temperature for application is 40 degrees F (4 degrees C) and rising for solvent based materials and 50 degrees F (10 degrees C) and rising for water based.

1.8 WARRANTY

- A. Upon completion of the work, provide the Manufacturer's written and signed limited labor and materials Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installing contractor, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition.
 - 1. Warranty Period:
 - a. 10 Years: 5 years from date of acceptance plus 5 additional years after required inspection by Garland.
- B. Installer is to guarantee all work against defects in materials and workmanship for a period indicated following final acceptance of the Work.
 - 1. Warranty Period:
 - a. 3 years from date of acceptance.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Garland Company, Inc. (The), which is located at: 3800 E. 91st St.;



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Cleveland, OH 44105; Toll Free Tel: 800-321-9336; Tel: 216-641-7500; Fax: 216-641-0633;
Email: [requestinfo \(\)](mailto:requestinfo@garlandco.com); Web: www.garlandco.com

2.2 ROOF RESTORATION SYSTEM FOR SINGLE PLY ROOFS

- A. White-Knight Plus/ White-Stallion Plus:
 - 1. Primer: None.
 - 2. Coating: White-Knight Plus/ White-Stallion Plus.
 - 3. Flashing: Repair or replace as needed.
 - 4. Reinforcement: Uni Bond on Seams. Apply White-Knight Plus Base Coat/ White-Stallion Plus Base Coat on field and flashing at full coverage
 - 5. Surfacing: None.

2.3 EDGE TREATMENT AND ROOF PENETRATION FLASHINGS

- A. Flashing Boot - Rubbertite Flashing Boot: Neoprene pipe boot for sealing single or multiple pipe penetrations adhered in approved adhesives as recommended and furnished by the membrane manufacturer.
- B. Vents and Breathers: Heavy gauge aluminum and fully insulated vent that allows moisture and air to escape but not enter the roof system as recommended and furnished by the membrane manufacturer.
- C. Pitch pans, Rain Collar 24 gauge stainless or 20oz (567gram) copper. All joints should be welded/soldered watertight. See details for design.
- D. Drain Flashings should be 4lb (1.8kg) sheet lead formed and rolled.
- E. Plumbing stacks should be 4lb (1.8kg) sheet lead formed and rolled.
- F. Liquid Flashing - Tuff-Flash: An asphaltic-polyurethane, low odor, liquid flashing material designed for specialized details unable to be waterproofed with typical modified membrane flashings.
 - 1. Tensile Strength, ASTM D 412: 400 psi
 - 2. Elongation, ASTM D 412: 300%
 - 3. Density @77 degrees F 8.5 lb/gal typical
- G. Fabricated Flashings: Fabricated flashings and trim are specified in Section 07620.
 - 1. Fabricated flashings and trim shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the CDA Copper Development Association "Copper in Architecture - Handbook" as applicable.
- H. Manufactured Roof Specialties: Manufactured copings, fascia, gravel stops, control joints, expansion joints, joint covers and related flashings and trim are specified in Section 07710.
 - 1. Manufactured roof specialties shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the NRCA "Roofing and Waterproofing Manual" as applicable.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.



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- C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 ROOF PREPARATION AND REPAIR

- A. General:
 - 1. Remove existing roof flashings from curbs and parapet walls down to the surface of the roof. Remove existing flashings at roof drains and roof penetrations.
 - 2. Remove all wet, deteriorated, blistered or delaminated roofing membrane or insulation and fill in any low spots occurring as a result of removal work to create a smooth, even surface for application of new roof membranes.
 - 3. Install new wood nailers as necessary to accommodate insulation/recovery board or new nailing patterns.
 - 4. When mechanically attached, the fastening pattern for the insulation/recovery board shall be as recommended by the specific product manufacturer.
 - 5. Re-roofing over coal tar pitch requires a mechanically attached recovery board or insulation and a base sheet prior to the application of roofing system.
 - 6. Existing roof surfaces shall be primed as necessary and allowed to dry prior to installing the roofing system.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Repair all defects such as deteriorated roof decks; replace saturated insulation board, replace loose or brittle membrane or membrane flashings. Verify that exiting conditions meet the following requirements:
 - 1. Existing membrane is either fully adhered or that the membranes mechanical fasteners are secured and functional.
 - 2. Application of roofing materials over a brittle roof membrane is not recommended.
- D. Remove all loose dirt and foreign debris from the roof surface. Do not damage roof membrane in cleaning process.
- E. Clean and seal all parapet walls, gutters and coping caps, and repair any damaged metal where necessary. Seal watertight all fasteners, pipes, drains, vents, joints and penetrations where water could enter the building envelope.
- F. Clean the entire roof surface by removing all dirt, algae, paint, oil, talc, rust or foreign substance. Use Firestone EPDM Cleaner and warm water. Scrub heavily soiled areas with a brush. Rinse with fresh water to remove all solution. Allow roof to dry thoroughly before continuing.
- G. Repair existing roof membrane as necessary to provide a sound substrate for the liquid membrane. All surface defects (cracks, blisters, tears) must be repaired with similar materials.
- H. Pre-Treatment of Known Growth - General Surfaces: Once areas of moss, mold, algae and other fungal growths or vegetation have been removed and surfaces have also been thoroughly cleaned, apply a biocide wash at a maximum spread rate of 0.2 gallons/square (0.08 liters/m), to guard against subsequent infection. Allow to dry onto absorbent surfaces before continuing with the application. On non-absorbent surfaces, allow to react before thoroughly rinsing to remove all traces of the solution.

3.3 INSTALLATION

- A. General Installation Requirements:
 - 1. Install in accordance with manufacturer's instructions. Apply to minimum coating thickness required by the manufacturer.



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2. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing the roof system.
 3. Insurance/Code Compliance: Where required by code, install and test the roofing system to comply with governing regulation and specified insurance requirements.
 4. Protect work from spillage of roofing materials and prevent materials from entering or clogging drains and conductors. Replace or restore work damaged by installation of the roofing system.
 5. All primers must be top coated within 24 hours of application. Re-prime If more time passes after priming.
 6. Keep roofing materials dry during application. Phased construction can be allowed as long as no, more than 7 days pass between coats excluding primers.
 7. Coordinate counter flashing, cap flashings, expansion joints and similar work with work specified in other Sections under Related Work.
 8. Coordinate roof accessories and miscellaneous sheet metal accessory items, including piping vents and other devices with work specified in other Sections under Related Work.
- B. Single Ply Roof Restoration Renovation: work includes:
1. Surface preparation: Remove membrane chalking, dust, dirt, and debris.
 2. Flashing:
 - a. Fascia Edges: Inspect and make repairs to membrane.
 - b. Parapets and Vertical Surfaces: Inspect and make repairs to any splits or membrane deterioration.
 - c. Metal Flashings: Repair/Replace metal flashings, pitch pockets, etc.
 3. Reinforcement: Base coat and treatment of field seams and around penetrations:
 - a. Application of White-Knight Plus/ Stallion Plus – Full Coverage.
 - 1) Verify that the surface to be coated is properly prepared.
 - 2) Restore the surface to a suitable condition if roof surface becomes contaminated with dirt, dust or other materials that will interfere with adhesion of the coatings.
 - 3) Apply Uni Bond 6" seam tape to all seams and saturate polyester surface with White Knight Plus.
 - 4) Apply materials must be applied at specified dry film thickness.
 - 5) Apply Base Coat of White-Knight/ Stallion Plus over all field, flashings and around penetrations at 1.5 gallons per 100 SF.
 - 6) Allow to dry for a minimum of 24 hours before applying finish coats.
 - 7) On vertical surfaces to achieve proper application rate cut your application into two coats to avoid sagging and runs of coating.
 4. Coating: Application of White-Knight/ Stallion, White-Knight WC or White-Knight Plus/ Stallion Plus, White-Knight Plus WC finish coats.
 - a. Apply White-Knight Plus/ Stallion Plus in a uniform manner.
 - b. Use special attention to coating flashings and other critical areas to build adequate membrane thickness.
 - c. Use multiple coats on verticals to prevent sagging.
 - d. Apply top coat at 1.0 gallons per 100 SF over the entire roof surface.

3.4 INSTALLATION EDGE TREATMENT AND ROOF PENETRATION FLASHING

- A. Fabricated Flashings: Fabricated flashings and trim are provided as specified in Section 07620.
1. Fabricated flashings and trim shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the Copper Development Association "Copper in Architecture - Handbook" as applicable.
- B. Manufactured Roof Specialties: Manufactured copings, fascia, gravel stops, control joints, expansion joints, joint covers and related flashings and trim are provided as specified in Section 07710.
1. Manufactured roof specialties shall conform to the detail requirements of SMACNA



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"Architectural Sheet Metal Manual" and/or the National Roofing Contractor's Association "Roofing and Waterproofing Manual" as applicable.

3.5 CLEANING

- A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.
- B. Remove asphalt markings from finished surfaces.
- C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.6 PROTECTION

- A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes and the like to protect personnel, roofs and structures, vehicles and utilities.
- B. Protect exposed surfaces of finished walls with tarps to prevent damage.
- C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.
- D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.
- E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.7 FIELD QUALITY CONTROL

- A. Require attendance of roofing materials manufacturers' representatives at site during installation of the roofing system.
- B. Perform field inspection and [and testing] as required under provisions of Section 01410.
- C. Correct defects or irregularities discovered during field inspection.

3.8 FINAL INSPECTION

- A. At completion of roofing installation and associated work, meet with Contractor, Architect, installer, installer of associated work, roofing system manufacturer's representative and others directly concerned with performance of roofing system.
- B. Walk roof surface areas, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. Identify all items requiring correction or completion and furnish copy of list to each party in attendance.
- C. If core cuts verify the presence of damp or wet materials, the installer shall be required to replace the damaged areas at his own expense.
- D. Repair or replace deteriorated or defective work found at time above inspection as required to a produce an installation that is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- E. Architect upon completion of corrections.
- F. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.



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3.9 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

ALTERNATE #1 – LIQUITEC RESTORATION (20 YR WARRANTY)

SECTION 075630 – FLUID APPLIED ROOFING RESTORATION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS



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- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Single Ply Roof Membrane Restoration.
 - a. Surface preparation: Remove membrane chalking, dust, dirt, and debris.
 - b. Fascia Edges: Inspect and make repairs to membrane
 - c. Parapets and Vertical Surfaces: Repair or replace flashing membrane as needed.
 - d. Metal Flashings: Repair/Replace metal flashings as needed, pitch pockets, etc.
 - e. Roof Repairs: Repair blisters, stressed, deteriorated or cracked membrane.
 - f. Primer: Prime over new asphaltic or metal materials only.
 - g. Install base coating and fabric reinforcement on flashings and entire roof surface. Let cure, and top coat flashings and entire roof surface.

- B. Related Requirements:

1. Section 061053 "Miscellaneous Rough Carpentry" for wood blocking, curbs, cants, and nailers.
2. Section 076200 "Sheet Metal Flashing and Trim" for metal roof flashings and counterflashings.
3. Section 079200 "Joint Sealants" for joint sealants, joint fillers, and joint preparation.

1.3 DEFINITIONS

- A. Roofing Terminology: Definitions in ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" apply to work of this Section.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Roofing Conference: Conduct conference at Project site.

1. Meet with Owner, Architect, roofing Installer, roofing system manufacturer's representative, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
3. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.



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5. Review structural loading limitations of roof deck during and after roofing.
6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing system.
7. Review governing regulations and requirements for insurance and certificates if applicable.
8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.

B. Manufacturers Inspections:

1. The Roofing Systems Manufacturer shall provide Daily jobsite inspections with weekly written reports progress reports with photographs of work in progress. One manufacturer's representative shall provide all inspections.
2. Confirm, whenever called upon by the Architect or Owner that no application procedures were in conflict with the published specifications other than those that may have been previously reported and corrected.
3. Inspections: performed only by a full time employee of the Roofing System Manufacturer. The Representative: has been in the employ of Manufacturer a minimum of 5 years and live within 100-mile radius of the jobsite.
4. The Roofing System Manufacturer provide inspections of the roofing system, whenever called upon by the Architect or Owner, for the duration of the delivered warranty period

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include data substantiating that materials comply with requirements.

1. Descriptive product data including MSD sheets.
2. Certification of Class A roof system.
3. Sample copy of contractor's workmanship warranty.
4. Sample copy of specified Manufacturer's warranty.
5. Sample copy of Manufacturer's Architectural indemnification Agreement.

B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other work, including:

1. Base flashings and membrane terminations.
2. Tapered insulation, including slopes.
3. Crickets, saddles, and tapered edge strips, including slopes.
4. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.

C. Samples for Verification: For the following products:

1. 12-by-12-inch (300-by-300-mm) dry sample of Fluid Applied System
2. 12-by-12-inch (300-by-300-mm) square of roofing insulation.
3. 6 insulation fasteners of each type, length, and finish.



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- D. Installer Certificates: Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install roofing system and is eligible to receive the standard roofing manufacturer's warranty.
- E. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
 - 1. Submit evidence of meeting performance requirements.
- F. Qualification Data: For firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of Owners and Architects, and other information specified.
- G. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, indicate compliance of components of roofing system with requirements based on comprehensive testing of current product specification.
- H. Indicate compliance of bulk roofing asphalt materials delivered to Project with requirements. Include quantity and statistical and descriptive data for each product. Submit certificate with each load before it is used.
- I. Include continuous log showing time and temperature for each load of bulk bitumen, indicating date obtained from manufacturer, where held, and how transported before final heating and application in roof.
- J. Research/Evaluation Reports: Evidence of roofing system's compliance with building code in effect for Project from a model code organization acceptable to authorities having jurisdiction.
- K. Maintenance Data: Upon substantial completion of the project, deliver to owner three (3) copies of manufacturer's printed instructions regarding care and maintenance of roof.
- L. Warranties: Sample copy of standard roofing manufacturer's warranty stating obligations, remedies, limitations, and exclusions of warranty.
- M. Wind Uplift Calculation: Roofing system manufacturer's engineering department shall provide a ASCE 7-10 Calculation per IBC, Chapter 15. Calculations shall be diagrammatically show fastening pattern for insulation attachment.
- N. Plumbing calculation: roofing system manufacturer's engineering department shall provide a primary drain and overflow drain or overflow scupper calculation per IBC, Chapter 11. Calculations shall be stamped by a IL licensed engineer.
- O. Litigation and settlements: Provide a notarized statement from a corporate officer stating roofing system manufacturer has not settled litigation or paid fines to a public agency in excess of twenty million dollars.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing system to include in maintenance manuals.
- B. Inspection Report: Copy of roofing system manufacturer's inspection report of completed roofing installation.



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1.7 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with documented ISO 9001 certification.
- B. Installer Qualifications: Engage an experienced installer to perform Work of this Section who has specialized in installing roofing similar to that required for this Project; who is approved, authorized, or licensed by the roofing system manufacturer to install manufacturer's product; and who is eligible to receive standard roofing manufacturer's warranty. All bidding roofing contractors must have full-time roofing installers on the payroll of the company and have an established certified and verifiable apprenticeship-training program for minimum 5 years. Brokers or jobbers that subcontract roofing work are not acceptable for certification to bid. All contractors must provide an AIA Qualification Form with their roofing bid to be considered as a responsible bidder.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.
- E. Storage temperatures should be between 60°F to 80°F (15.6° to 26.7°C) and not exceed 110°F (43.3°C). Indoor ventilated storage is recommended. Ensure jobsite storage is in a shaded and ventilated area. Do not store in direct sunlight. Keep materials away from open flame or welding sparks.



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1.9 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.
- B. When applying materials with spray equipment, take precautions to prevent over spray and/or solvents from damaging or defacing surrounding walls, building surfaces, vehicles or other property. Care should be taken to do the following:
 - 1. Close air intakes into the building.
 - 2. Have a dry chemical fire extinguisher available at the jobsite.
 - 3. Post and enforce "No Smoking" signs.
- C. Avoid inhaling spray mist; take precautions to ensure adequate ventilation.
- D. Protect completed roof sections from foot traffic for a period of at least 48 hours at 75 degrees F (24 degrees C) and 50 percent relative humidity or until fully cured.
- E. Take precautions to ensure that materials do not freeze.
- F. Minimum temperature for application is 50 degrees F (10 degrees C) and rising

1.10 WARRANTY

- A. Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period. The manufacturer shall provide to the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition.
 - 1. Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. When a particular trade name or performance standard is specified it shall be indicative of a standard required.

Design is based on Liquitec, manufactured by Garland Co.



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- B. Listing of specific manufactures is not an endorsement of compliance with the specifications. Each of the manufacturers must meet all of the performance requirements specified including but not limited to providing ASCE 7 engineering calculations, tensile/tear strengths, warranty requirements, manufacturer's requirements and the required manufacturer's inspections schedule. Proof of compliance must be received by the Architect 7 days prior to bid opening. Failure of the any roof system to meet all requirements of this specification will be determined to be an unresponsive bid.
- C. Source Limitations: Obtain components for roofing system from same manufacturer as membrane roofing or manufacturer approved by membrane roofing manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed Reinforced, Fluid Applied Membrane shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing and base flashings shall remain watertight.
 - 1. Accelerated Weathering: Roofing system shall withstand 2000 hours of exposure when tested according to ASTM G 152, ASTM G 154, or ASTM G 155.
 - 2. Impact Resistance: Roofing system shall resist impact damage when tested according to ASTM D 3746 or ASTM D 4272.
- B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.
- C. Exterior Fire-Test Exposure: ASTM E 108 or UL 790, Class A; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
- D. Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs indicated. Identify products with appropriate markings of applicable testing agency.

2.3 FLUID APPLIED MEMBRANE MATERIALS

- A. Top Coat: LiquiTec: Multi-purpose, 100% solids, two-part, fast-cure, polyurea liquid waterproofing membrane having the following characteristics:
 - 1. Elongation, ASTM D 412: 433%
 - 2. Tensile Strength, ASTM D 412: 2300 psi
 - 3. Tear Resistance, ASTM D 624: 449 lbs./in
 - 4. Low Temperature Flexibility, ASTM D522: -60°F (-51.1°C)
 - 5. Hardness, ASTM D2240 (Shore A): 80
 - 6. Dynamic Impact Resistance (Fully Reinforced System): ASTM D5635, 37 joules
 - 7. Static Puncture Resistance (Fully Reinforced System): ASTM D5602, 20 kg
 - 8. Tensile-Tear Resistance (Fully Reinforced System): ASTM D4073, 274 lbf



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9. Tensile Load Strain (Fully Reinforced System): ASTM D4073, 150 lbf/in.
10. Toughness: 193 ft.-lbf/ft²
11. Dry Film Thickness (Fully Reinforced System), 88 mils
12. Lap Shear Strength (MB Seam with coating): ASTM D7379, 231 lbf/in.
13. Density @ 77° F (25° C, ASTM D 2939) 9.6 lb./gal (1.2 g/m³)
14. Flash Point: ASTM D 93, 110°F min. (43°C)
15. VOC: 0 g/l
16. Microbial Resistance: ASTM G21, No Microbial Growth
17. Initial Reflectance: 0.84
18. Initial Emittance: 0.88
19. Initial SRI: 105

- B. Base Coat: LiquiTec Base: Multi-purpose, 100% solids, two-part, fast-cure, polyurea liquid waterproofing membrane having the following characteristics:

1. Elongation, ASTM D 412: 433%
2. Tensile Strength, ASTM D 412: 2300 psi
3. Tear Resistance, ASTM D 624: 449 lbs./in
4. Low Temperature Flexibility, ASTM D522: -60°F (-51.1°C)
5. Hardness, ASTM D2240 (Shore A): 80
6. Dynamic Impact Resistance (Fully Reinforced System): ASTM D5635, 37 joules
7. Static Puncture Resistance (Fully Reinforced System): ASTM D5602, 20 kg
8. Tensile-Tear Resistance (Fully Reinforced System): ASTM D4073, 274 lbf
9. Tensile Load Strain (Fully Reinforced System): ASTM D4073, 150 lbf/in.
10. Toughness: 193 ft.-lbf/ft²
11. Dry Film Thickness (Fully Reinforced System), 88 mils
12. Lap Shear Strength (MB Seam with coating): ASTM D7379, 231 lbf/in.
13. Density @ 77° F (25° C, ASTM D 2939) 9.6 lb./gal (1.2 g/m³)
14. Flash Point: ASTM D 93, 110°F min. (43°C)
15. VOC: 0 g/l
16. Microbial Resistance: ASTM G21, No Microbial Growth

- C. Reinforcement: Grip Polyester Soft, strong, elastic, polyester reinforcing fabric.

2.4 ROOFING SHEET MATERIALS (FOR EPDM MEMBRANE REPAIRS)

- A. Self-Adhering, Reinforced, 60 Mil EPDM membrane: To be used for repairing seams, flashings, punctures.
- B. Field Membrane: 60 Mil non-reinforced membrane to meet ASTM D4637

2.5 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing.
 1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
 2. Bonding Adhesive: (Neoprene Bonding or Single-Sided Bonding Adhesive)
 3. Splicing Cement: Buyt! Splicing Cement
 4. Splice Tape and Primer: Splice Tape and Primer Splice Wash.



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5. Cleaning Solvent: Weathered Membrane Cleaner.
6. External seam sealant: Pliobond Lap Sealant

- B. Roofing Mastic: Trowel grade, Polyether, zero VOC, elastic white mastic. Kee-Lock.
- C. Wood Nailer Strips: Furnish wood nailer strips complying with requirements of Division 06 Section "Miscellaneous Rough Carpentry."
- D. Lead Flashings: 4lb for roof drains and vent pipes.
- E. Mastic Sealant: Polyisobutylene; nonhardening, nonmigrating, nonskinning, and nondrying.
- F. Miscellaneous Accessories: Provide those recommended by roofing system manufacturer.

2.6 ROOF INSULATION (FOR SATURATED AREA REPAIR)

- A. General: Preformed roof insulation boards manufactured or approved by roofing manufacturer, selected from manufacturer's standard sizes suitable for application, of thicknesses indicated in drawings.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class 1, Grade 2, felt or glass-fiber mat facer on both major surfaces.
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Viking Products Group
 - b. Hunter Panels.
 - c. Johns Manville.
 - d. Rmax, Inc.
- C. Tapered Insulation: Provide factory-tapered insulation boards fabricated to slope of 1/4 inch per 12 inches unless otherwise indicated.
- D. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.

2.7 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with roofing.



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- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Global 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.
- C. Insulation Cant Strips: ASTM C 208, Type II, Grade 1, cellulosic-fiber insulation board.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work:
 - 1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
 - 2. Verify that wood cants, blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
 - 3. Verify that surface plane flatness and fastening of steel roof deck complies with requirements in Section 053100 "Steel Decking."
 - 4. Verify that deck is securely fastened with no projecting fasteners and with no adjacent units in excess of 1/16 inch out of plane relative to adjoining deck.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. General: All necessary field and flashing repairs must be done according to good construction practices, including the removal of all wet insulation and defective materials as identified through a moisture detection survey such as an infrared scan and replacement with like-materials.
 - 1. If wet, Remove existing roof flashings from curbs and parapet walls down to the surface of the roof. If wet, Remove existing flashings at roof drains and roof penetrations.
 - 2. Remove all wet, deteriorated, blistered or delaminated roofing membrane or insulation and fill in any low spots occurring as a result of removal work to create a smooth, even surface for application of new roof membranes.
 - 3. Install new wood nailers as necessary to accommodate insulation/recovery board or new nailing patterns.
 - 4. When mechanically attached, the fastening pattern for the insulation/recovery board shall be as recommended by the specific product manufacturer.
 - 5. Newly installed roof surfaces shall be primed as necessary and allowed to dry prior to installing the fluid-applied roofing system.



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- C. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- D. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- E. Repair all defects such as deteriorated roof decks; replace saturated insulation board, replace loose or brittle membrane or membrane flashings. Verify that existing conditions meet the following requirements:
 - 1. Existing membrane is either fully adhered or that the membranes mechanical fasteners are secured and functional.
 - 2. Application of roofing materials over a brittle roof membrane is not recommended.
- F. Remove all loose dirt and foreign debris from the roof surface. Do not damage roof membrane in cleaning process.
- G. Clean and seal all parapet walls, gutters and coping caps, and repair any damaged metal where necessary. Seal watertight all fasteners, pipes, drains, vents, joints and penetrations where water could enter the building envelope.
- H. Clean the entire roof surface by removing all dirt, algae, paint, oil, talc, rust or foreign substance. Use a Weathered Membrane Cleaner and warm water. Scrub heavily soiled areas with a brush. Rinse with fresh water to remove all solution. Allow roof to dry thoroughly before continuing.
- I. Repair existing roof membrane as necessary to provide a sound substrate for the fluid-applied membrane. All surface defects (loose Seams, blisters, tears) must be repaired with similar materials.
 - 1. Tears/Loose Seams: Clean existing membrane with Weathered Membrane Cleaner and install new self-adhered, reinforced EPDM Membrane and seal the perimeter of the new patch with Lap Sealant. Replace any loose or deteriorated EPDM pipe boots with new.
 - 2. Wet Areas Replacement: Should wet substrates be discovered, replace with new polyisocyanurate insulation to match existing thicknesses. Add any insulation necessary to match thickness of existing insulation and to ensure that replacement area does not pond water. All wet areas shall be confirmed by the Architect. Replace wet areas with one ply of 60 Mil EPDM to match existing. Replace in kind if saturated or deteriorated areas are found.
 - a. Replace additional insulation with polyisocyanurate to match existing insulation, as per unit costs, per Bid Forms. Allowance to cover additional insulation, if not already noted on drawing.
 - b. Replace rotted or deteriorated metal decking, as per unit costs. Allowance to cover metal decking if not already noted on drawing.
- J. Pre-Treatment of Known Growth - General Surfaces: Once areas of moss, mold, algae and other fungal growths or vegetation have been removed and surfaces have also been thoroughly cleaned, apply a biocide wash at a maximum spread rate of 0.2 gallons/square (0.08 liters/m), to guard against subsequent infection. Allow to dry onto absorbent surfaces before continuing with the application. On non-absorbent surfaces, allow to react before thoroughly rinsing to remove all traces of the solution.



3.3 INSTALLATION, GENERAL

A. General Installation Requirements:

1. Install in accordance with manufacturer's instructions. Apply to minimum coating thickness required by the manufacturer.
2. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing the roof system.
3. Insurance/Code Compliance: Where required by code, install and test the roofing system to comply with governing regulation and specified insurance requirements.
4. Protect work from spillage of roofing materials and prevent materials from entering or clogging drains and conductors. Replace or restore work damaged by installation of the roofing system.
5. All primers must be top coated within 24 hours of application. Re-prime if more time passes after priming.
6. Keep roofing materials dry during application.
7. Coordinate counter flashing, cap flashings, expansion joints and similar work with work specified in other Sections under Related Work.
8. Coordinate roof accessories and miscellaneous sheet metal accessory items, including piping vents and other devices with work specified in other Sections under Related Work.

3.4 FLUID APPLIED SYSTEM INSTALLATION

A. EPDM Roof Restoration:

1. Surface preparation: Remove dirt, and debris.
2. Fascia Edges: Strip in with new EPDM membrane prior to Coating if necessary.
3. Parapets and Vertical Surfaces: Replace damaged flashing membrane as required.
4. Metal Flashings: Repair/Replace metal flashings, pitch pockets, etc.
5. Gutter Edge: Properly clean, prepare, and apply 6" Uni-Bond self adhered, polyester embedded membrane.
6. Roof Repairs: Repair blisters, stressed or cracked membrane, wrinkles and tenting. Cut back, patch with new membrane
7. Coating Mixing Procedure:
 - a. Mix Part A liquid for one minute using an electric heavy duty power drill and Jiffy mixer blade.
 - b. Slowly pour contents of Part B jug, located inside the Part A pail, into the Part A container and mix the two components together for two minutes moving the Jiffy blade from top to bottom and along the sides to ensure the product is thoroughly mixed.
 - c. Always mix entire kit contents together as packaged. Do not break down into smaller quantities.
8. Application of LiquiTec Base or LiquiTec and Reinforcement:
 - a. On field surfaces run fabric reinforcement parallel to the low edge using a shingling method up the slope with minimum 3 inch fabric laps.
 - b. After positioning reinforcement to roll out, apply LiquiTec Base or LiquiTec about 40 inches wide to surface where reinforcement ply is to be applied at a rate of 2.5 - 3 gallons per 100 SF over modified bitumen.
 - c. Use a notched squeegee to spread coating and roller apply with ¾" nap roller to obtain uniform coverage.
 - d. Do not apply coating too far ahead of fabric so coating does not dry before fabric can be embedded.
 - e. Immediately roll reinforcement into wet coating.
 - f. Ensure roller is fully saturated with coating and backroll over the reinforcement surface to fully saturate.
 - g. Use care to lay the fabric tight to the roof surface without air pockets, wrinkles, fishmouths, etc.



- h. Lap adjacent rolls of reinforcement 3 inches and end laps 6 inches.
 - i. Allow to dry, but no more than 72 hours before applying top coat.
 9. Application of Top Coat
 - a. Apply top coat of LiquiTec at 2.0 gallons per 100 SF to clean and dry reinforced base coat application.
 10. Liquid Flashings:
 - a. All flashings are coated in the same manner as the field prior to field application.
 - b. Vertical liquid flashings shall run a minimum of 4" onto the horizontal surface
 11. Application of Non-Skid Surface for Walkways (if applicable)
 - a. Apply LiquiTec or LiquiTec Base at a minimum of 1.0 gal./100 sq. ft. (0.41 l/m2) to dry top coat within 72 hours of its application.
 - b. Broadcast dry roofing granules or 20-40 mesh silica sand into wet coating and immediately back-roll to set.

- A. Daily Roof Inspections: Coordinate with roofing system manufacturer's technical personnel to inspect roofing installation on a daily basis until completion and submit report to Architect. A manufacturer's representative must be onsite full time to start the project.
- B. Notify Architect and Owner 48 hours in advance of the date and time of Final inspection.

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

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Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

Public Works Facility
Village of Glen Ellyn
30 S. Lambert Road
Glen Ellyn, IL 60137

Date Submitted: 11/05/2020

Proposal #: 25-IL-200887

MICPA # PW1925

Illinois General Contractor License #: 104.015673 Ref.# 105.005715

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: White Knight 10 Year Warranty

1. Power wash entire roof section, including flashings and walls with Firestone EPDM Cleaner and thoroughly rinse. Be sure to rinse low areas and drains several times to ensure all cleaning residue is removed. For all areas that tend to hold water, clean with "weathered membrane cleaner" after power washing with EPDM Cleaner, to ensure all moisture has been dried prior to applying any coating.
2. All necessary field and flashing repairs must be done according to good construction practices, including the removal of all wet insulation and defective materials as identified through a moisture detection survey such as an infrared scan and replacement with like-materials.
3. All single-ply seams must be checked and any loose seams must be resealed, or if necessary, replaced with new single-ply material. Wrinkled single ply membrane areas must be cut out and replaced to ensure a smooth substrate. Repair any single ply membrane that has shrunk and is tenting at walls. Remove any walkway pads and make necessary repair with new single ply membrane.
4. All roof areas must promote positive drainage. Ensure roof is dry before prior to restoration application.

5. Make any necessary repairs to the membrane surface using cured membrane on flat surfaces and un-cured membrane on any horizontal to vertical transitions.
6. Apply 6" Uni-Bond Seam Tape to all seams and apply coat of White Knight Plus to saturate the polyester surface. Allow White Knight Plus to cure prior to installing Base Coat.
7. Apply base coat of (Energy Star rated & LEED credited), White Knight Plus at a rate of 1.5 gal/100 sq. ft. 32 wet mills to cover entire roof.
8. Allow base coat to dry for 24-48 hours but no longer than 72 hours.
9. Apply White Knight Plus top coat at an additional 2 gal/100 sq. ft. to cover entire roof. Please note that the first layer of base coat may still be tacky at 24 hours, this is normal. NOTE: Vertical flashings require multiple coats to obtain proper coverage.
10. Ensure Plumbing stacks are a minimum of 12" above roof height and wrapped in 4lb lead or Liquid Flashing (three course).
11. Paint drain baskets with Oil Based Enamel in Bright Red. Replace any drain rings and baskets that are plastic.
12. Paint all gas lines with Oil Based Enamel in Safety Yellow.

Garland/DBS Price Based Upon Local Market Competition: White Knight 10 Year

Malcor Roofing of Illinois Inc.	\$ 227,805
R.B. Crowther Co.	\$ 234,795
G.E. Riddiford Co.	\$ 286,413
Waukegan Roofing Co., Inc.	\$ 341,853

Scope of Work: Liquitex Restoration 20 Year Warranty

1. Power wash entire roof section, including flashings and walls with Firestone EPDM Cleaner and thoroughly rinse. Be sure to rinse low areas and drains several times to ensure all cleaning residue is removed. For all areas that tend to hold water, clean with "weathered membrane cleaner" after power washing with EPDM Cleaner, to ensure all moisture has been dried prior to applying any coating.
2. All necessary field and flashing repairs must be done according to good construction practices, including the removal of all wet insulation and defective materials as identified through a moisture detection survey such as an infrared scan and replacement with like-materials.
3. All single-ply seams must be checked and any loose seams must be resealed, or if necessary, replaced with new single-ply material. Wrinkled single ply membrane areas must be cut out and replaced to ensure a smooth substrate. Repair any single ply membrane that has shrunk and is tenting at walls. Remove any walkway pads and make necessary repair with new single ply membrane.
4. All roof areas must promote positive drainage. Ensure roof is dry before prior to restoration application.
5. Make any necessary repairs to the membrane surface using cured membrane on flat surfaces and un-cured membrane on any horizontal to vertical transitions.
6. Apply base coat of Liquitex at a rate of 3 gal/100 sq. ft. to cover entire roof.
7. Embed 40" wide Grip Polyester Firm into base coat by rolling over the fabric surface to fully saturate and encapsulate, ensuring no wrinkles, voids, or vertical fibers.
8. Allow base coat to cure but no longer than 72 hours.

9. Apply Liquitex top coat at an additional 2 gal/100 sq. ft. to cover entire roof. NOTE: Vertical flashings require multiple coats to obtain proper coverage.
10. Ensure Plumbing stacks are a minimum of 12" above roof height and wrapped in 4lb lead or Liquid Flashing (three course).
11. Paint drain baskets with Oil Based Enamel in Bright Red. Replace any drain rings and baskets that are plastic.
12. Paint all gas lines with Oil Based Enamel in Safety Yellow.

Garland/DBS Price Based Upon Local Market Competition: Liquitex 20 Year

G.E. Riddiford Co.	\$ 382,017
Malcor Roofing of Illinois Inc.	\$ 390,164
Waukegan Roofing Co., Inc.	\$ 424,238
R.B. Crowther Co.	Decline to Bid

Unforeseen Site Conditions: Malcor Roofing

Additional Insulation Replacement	\$ 8.55 per Sq. Ft.
Decking Replacement	\$ 13.11 per Sq. Ft.

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers. Proposal pricing valid to 12/31/2020

Clarifications/Exclusions:

1. Sales and use taxes are excluded. Please issue a Tax Exempt Certificate.
2. Permits are excluded.
3. Bonds are included.
4. Plumbing, Mechanical, Electrical work is excluded.
5. Masonry work is excluded.
6. Interior Temporary protection is excluded.
7. Prevailing Wages are included.
8. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Steve Rojek

Steve Rojek
Garland/DBS, Inc.
(216) 430-3613

Measurements

Sp1	56.4 °F
Sp2	42.2 °F

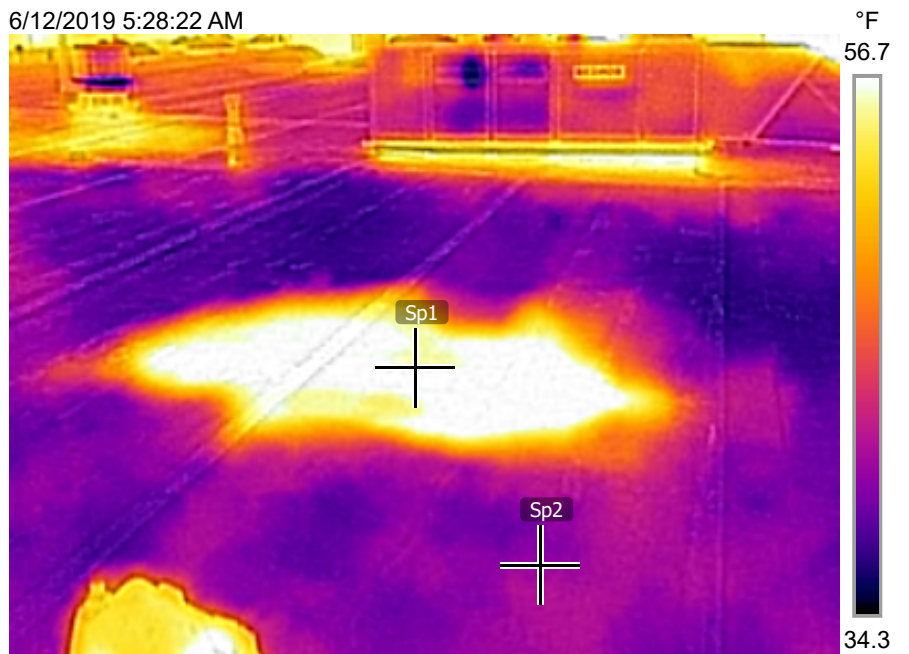
Parameters

Emissivity	0.95
Refl. temp.	73 °F

Moisture area # 1 located near the western RTU.

Approximately 45 square feet

6/12/2019 5:28:22 AM



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FLIR C2

720085479

6/12/2019 5:28:22 AM



FLIR0157.jpg

FLIR C2

720085479

Measurements

Sp1	51.9 °F
Sp2	36.2 °F

Parameters

Emissivity	0.95
Refl. temp.	73 °F

Moisture area #2 in the northwest quadrant of the roof field.

Approximately 20 square feet

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FLIR C2

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FLIR0143.jpg

FLIR C2

720085479

Measurements

Sp1	45.9 °F
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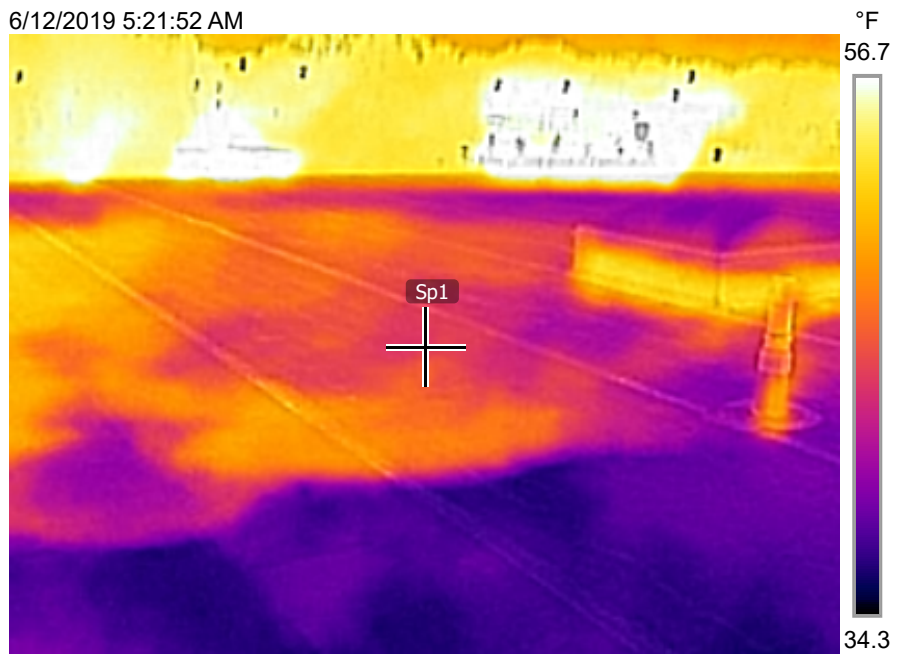
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Emissivity	0.95
Refl. temp.	73 °F

Moisture area #3 located in the
northwestern corner of the roof
field.

Approximately 1,400 square feet

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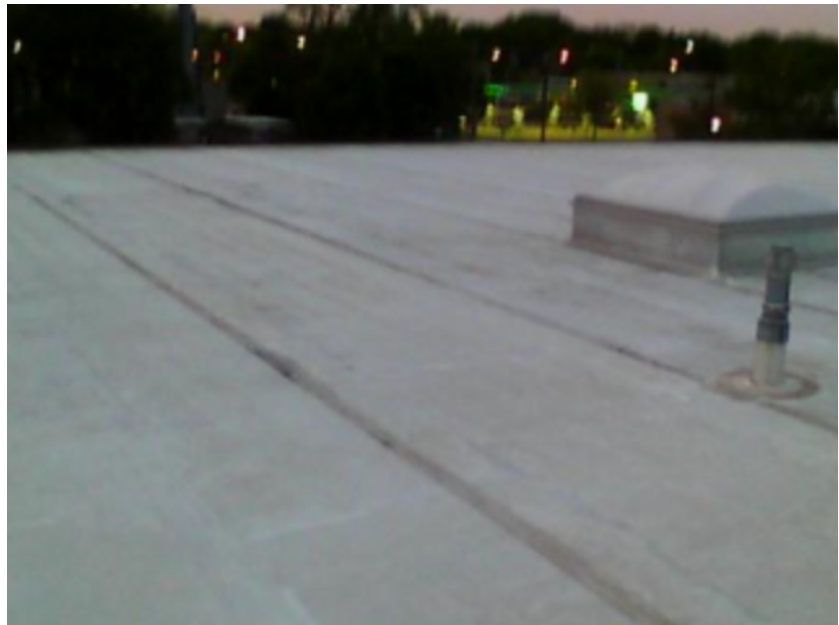


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FLIR C2

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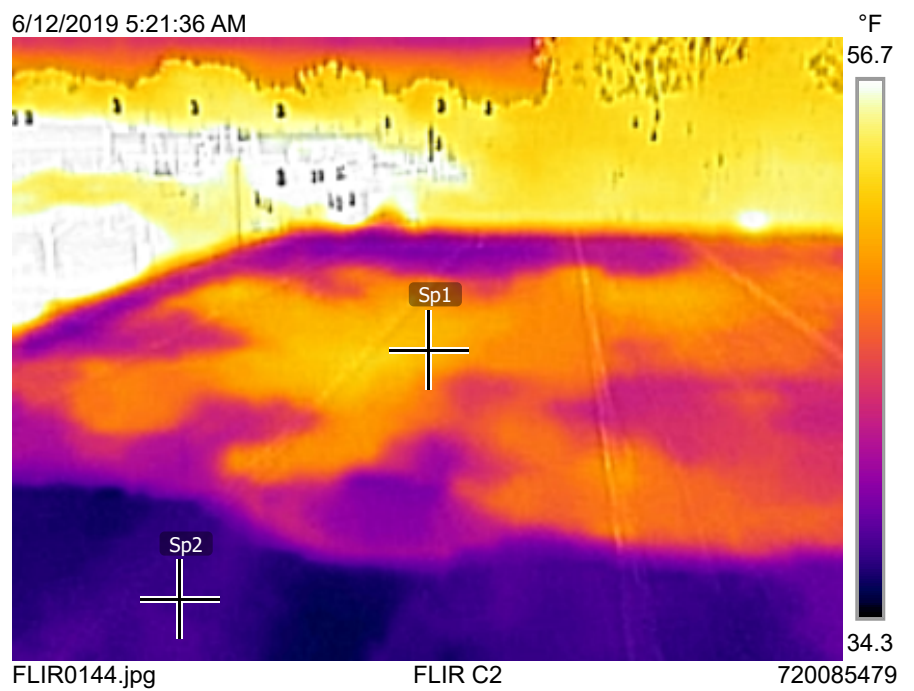
Measurements

Sp1	51.6 °F
Sp2	38.9 °F

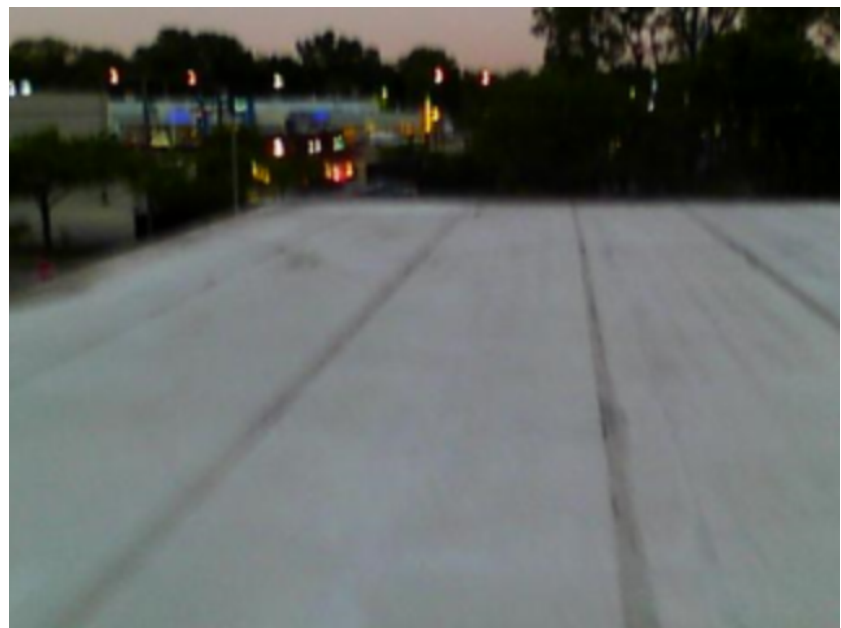
Parameters

Emissivity	0.95
Refl. temp.	73 °F

Additional view of moisture area #3.



6/12/2019 5:21:36 AM



FLIR0144.jpg FLIR C2 720085479

Measurements

Sp1	52.6 °F
-----	---------

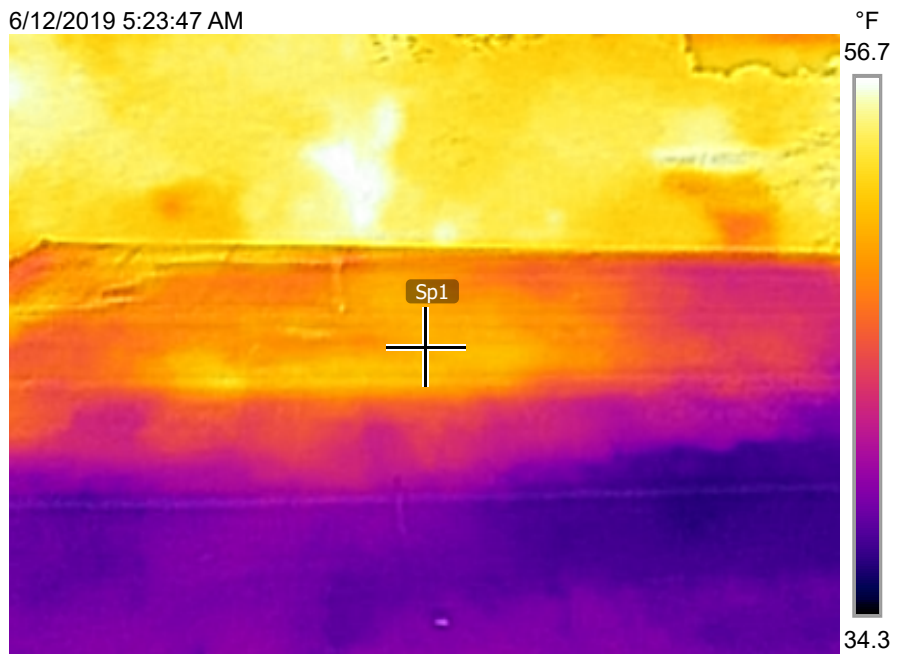
Parameters

Emissivity	0.95
Refl. temp.	73 °F

Moisture area #4 in the northeastern corner of the roof field

Approximately 500 square feet

6/12/2019 5:23:47 AM



FLIR0149.jpg

FLIR C2

720085479

6/12/2019 5:23:47 AM



FLIR0149.jpg

FLIR C2

720085479

Measurements

Sp1	54.2 °F
-----	---------

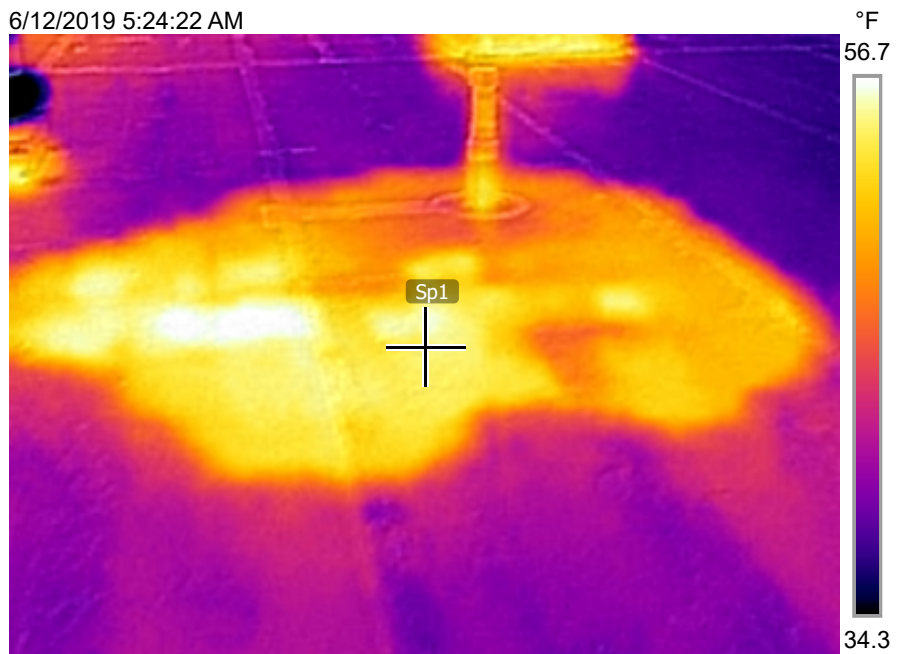
Parameters

Emissivity	0.95
Refl. temp.	73 °F

Moisture area #5 near the pipe penetration in the northeast quadrant of the roof field

Approximately 50 square feet

6/12/2019 5:24:22 AM



FLIR0150.jpg

FLIR C2

720085479

6/12/2019 5:24:22 AM



FLIR0150.jpg

FLIR C2

720085479

Measurements

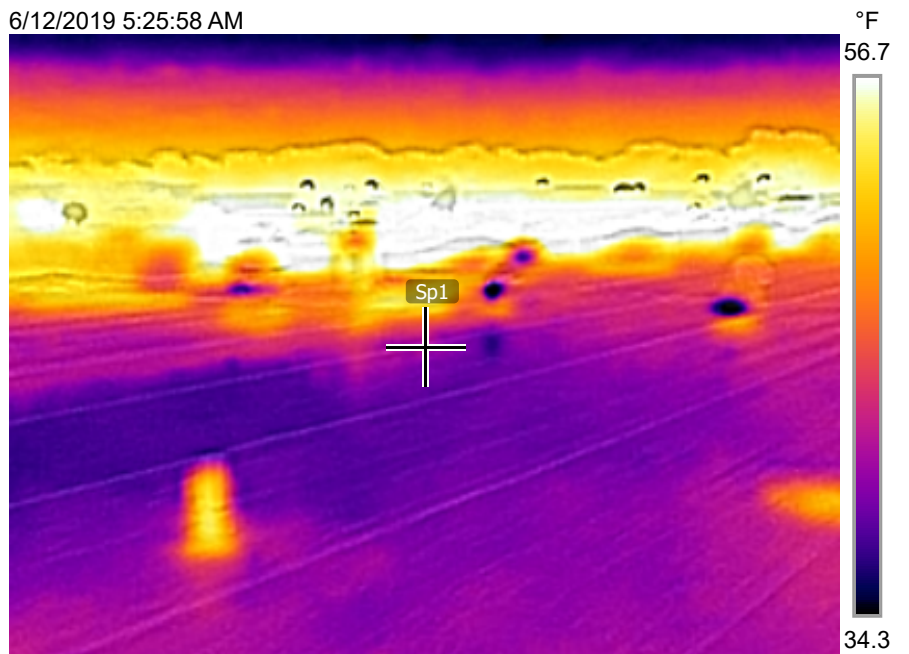
Sp1	40.8 °F
-----	---------

Parameters

Emissivity	0.95
Refl. temp.	73 °F

Overall view of the center of the roof field showing the ambient roof temperatures for comparison

6/12/2019 5:25:58 AM



6/12/2019 5:25:58 AM



Measurements

Sp1	52.9 °F
Sp2	44.9 °F

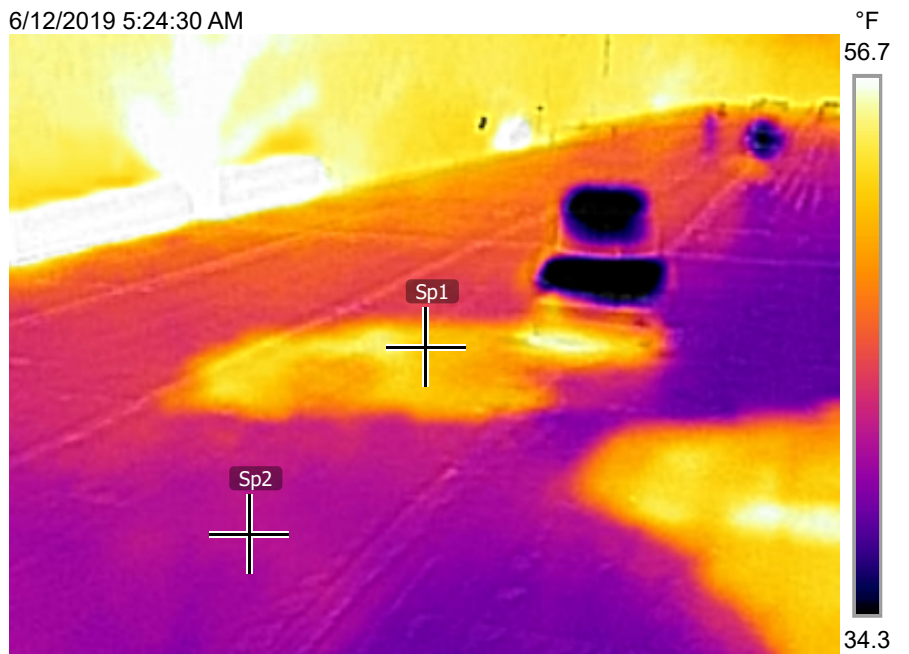
Parameters

Emissivity	0.95
Refl. temp.	73 °F

Moisture area #6 located near the exhaust fan along the eastern edge of the building on the northern half

Approximately 20 square feet

6/12/2019 5:24:30 AM



FLIR0151.jpg

FLIR C2

720085479

6/12/2019 5:24:30 AM



FLIR0151.jpg

FLIR C2

720085479

Core sample taken at location 2



Core sample taken at location 3. Note the darker-colored wood fiber recovery board that is completely saturated with moisture



A complete core cut showing the following construction:

- Sloped Metal Deck
- Polystyrene insulation (in deck channels)
- 1.5" polyisocyanurate insulation
- .5" wood fiber recovery board
- Fully-adhered TPO membrane



The Garland Company, Inc.

Roof Asset Management Program



GLEN ELLYN - PUBLIC WORKS ROOF REPORT

Prepared By
Justin Reed

Prepared For
BRIAN BALTUDIS

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Client Data

Client: Village of Glen Ellyn

Client Data

Name	Village of Glen Ellyn		
Address 1	535 Duane Street		
City	Glen Ellyn	State	Illinois
ZIP	60137	Country	United States

Contact Info

Contact Person	Brian Baltudis	Title	Facilities Manager
Mobile Phone:	-	Office Phone:	630-547-5209
Email:	bbaltudis@glenellyn.org		



Facility Summary

Client: Village of Glen Ellyn

Facility: Public Works

Facility Data

Address 1	30 S. Lambert
City	Glen Ellyn
State	Illinois
ZIP	60137
Type of Facility	Municipal
Square Footage	29,500
Contact Person	Brian Baltudis

Notes

Public Services Facility housing offices, Mechanics Garage, Storage, Salt Storage

Asset Information

Name	Date Installed	Square Footage	Roof Access
Main Building	??	29,500	Internal Roof Hatch



Construction Details

Client: Village of Glen Ellyn

Facility: Public Works

Roof Section: Main Building



Information

Year Installed	??	Square Footage	29,500
Slope Dimension	Low Slope	Eave Height	40'
Roof Access	Internal Roof Hatch	System Type	TPO

Details

Perimeter Detail	Metal Edge, Drip Edge
Flashing Material	TPO
Drain System	Gutter System
Coping Cap	None





Inspection Report

Client: Village of Glen Ellyn

Facility: Public Works

Report Date: 12/08/2015

Roof Section: Main Building

Inspection Information

Inspection Date	12/08/2015	Core Data	No
Inspection Type	Visual Inspection	Leakage	Yes
Deck Conditions	Unknown		

Flashing Conditions

Perimeter	Poor	Wall	N/A
Projections	Poor	Counterflashing	Fair

Miscellaneous Details

Reglets	N/A	Debris	No
Control Expansion Joints	N/A	Ponding Water	Moderate
Parapet Wall	N/A	Coping Joints	N/A

Perimeter

Rating	Poor
Condition	Per inspection, a majority of the problem areas (punctures, ponding water, deterioration, etc.) were located around the perimeter. There were several punctures repaired at the time of inspection.

Field

Rating	Fair
Condition	Per visual observation, it appears as though the field membrane is in fair condition given its age. There were several groupings of punctures and tears noted, as well as signs of general membrane deterioration which is typical for a single ply membrane of this age. Per an Infra-red scan analysis, this roof system could be a candidate for a restoration rather than replacement which would extend the life of the existing system while gaining a new watertight warranty.

Penetrations	
Rating	Fair
Condition	Per visual observation, it appeared as though a majority of penetrations are skylights throughout the roof system. Skylights are notorious for experiencing leak issues as they age. A majority of the time, the issue derives from the skylight itself, or an installation error. These skylights appeared to be in good condition with an adequate drainage system built into the framing. There was an active leak in a South West Skylight at the time of inspection and it turned out to be a tear in the membrane located near the penetration. The tear was temporarily repaired at the time of inspection. There were also several other penetrations and skylights that appeared to have had repairs made in the past, as well as, some corner curb flashings that were showing signs of fracturing and deteriorating.

Drainage	
Rating	Fair
Condition	In general, the roof system appeared to drain well. There were several areas in teh corners where it appeared as though the insulation had become deflected over time with water collecting and ponding.

Overall	
Rating	Poor
Condition	Per visual inspection, it appears as though the Public Works - Main Building roof (TPO - Single Ply) is in fair condition given its age. However, there are several immediate areas of concern where active leaks are occurring. The roof composition consists of a metal structural roof deck, Rigid Polyiso insulation, and a single ply layer of TPO (Thermoplastic polyolefin) membrane. The single layer of TPO is generally around 45mils in thickness which compares to something like a pool liner. With that said tears, cuts, and punctures are a common occurrence and were noted in several areas throughout the roof. Several were addressed and temporarily repaired at the time of inspection. Cuts and punctures can be caused by a number of sources (birds, foot traffic, screws, etc.) which are hard to avoid but must be kept up on with a vulnerable system like this. Over the years, there have been numerous leak areas and repairs made. Per infrared scan in 2016, there were several areas of saturation detected and repairs made. Overall, the roof does have good slope to a gutter edge with only a couple of low areas where water appears to collect and pond. These areas would need to be addressed at the time of any maintenance or restoration. The membrane itself does appear to be aging and starting to deteriorate. The typical life expectancy of a single ply roof membrane in our climate is 8-13yrs and this roof is near the end of its useful life without restoration.



Photo 1

A general view of the roof.



Photo 2

Per observation, it appears as though the surface membrane is showing signs of deterioration



Photo 3

A view of the Northern elevation where there appears to be water/debris collecting in the corner causing expedited seam and membrane deterioration.



Photo 4

A general view looking down the ridge (Center) of the roof section. The membrane is in fair condition but starting to deteriorate. The white circles are insulation fasteners that are wearing through...eventually these will create punctures.



Photo 5

A close up view of a skylight. This detail is typical throughout the roof system.



Photo 6

A close up view of the field membrane. This view shows the general deterioration of the surface waterproofing layer as it wears thin.



Photo 7

A close up view of a loose curb flashing membrane. This should be cleaned and re-flashed properly with new membrane.



Photo 8

Another general view of the Public Works main building roof.



Photo 9

A view of a tear in the roof membrane that was causing an active leak. This area was temporarily repaired at the time of inspection.



Photo 10

A closer view of ponding water that collects in the Northern corners of the roof system.



Photo 11

A close up view of tears in the single ply surface membrane that were noticed during inspection and currently causing leaks. This area was temporarily repaired at the time of inspection.



Solution Options

Client: Village of Glen Ellyn

Facility: Public Works

Roof Section: Main Building

Inspection Options

Solution Option:	Inspection	Action Year:	2016
Square Footage:	29,500	Expected Life (Years):	-
Budget:	\$1,500.00		

INFRARED/NUCLEAR THERMAL SCAN

The first step toward completing a restoration of your roof system is to perform an accurate Infrared and Nuclear Thermal Scan. The Scan is a diagnostic tool and acts very much like an X-ray to determine the condition of the roof and insulation that are not visible to the naked eye. It will detect areas of wet insulation and invisible roof leaks. Since this roof section appears to be an ideal candidate for a restoration, the thermal scan will provide scientific data to confirm the roof is in a restorable condition, as well as, identify the exact areas of saturated insulation and substrate that would have to be removed as part of the restoration process. This mitigates any uncertainties left up to a roofing contractor and provides the information necessary to properly budget and estimate the cost of wet roofing replacement, rather than a sqft. price once any restoration is underway.

Utilizing the most up to date equipment and performing the scan at the optimal time will ensure the most accurate readings. The use of a thermal scan assists in setting priorities. Funds are spent on correction of wet insulation thereby correcting leaks and minimizing long-term costs.

Scope of Work:

1. A complete scan of the designated roofs with any problem areas marked directly on the roof surface.
2. A scale drawing of the roof with all sections of wet insulation marked to scale.
3. Built up membrane analysis determining the roof felt condition, number of plies of roofing felt, adhesion between plies, pliability of the core(s) taken and adhesion of the gravel on the surface.
4. Analysis of the flashing at all areas including all perimeters and projections. Additionally, all metal counter flashing, expansion/control joints, reglet joints, copings, plumbing vents, pitch pockets, skylights, drains, and air intake and exhaust units. Notation of areas of exposed roofing felt, ridging of the roof membrane, blisters, ponding and other weaknesses.
5. Core cuts determining the type, thickness, R-value and condition of the insulation. Type of deck and air/vapor retarder noted.
6. Thermograms and photos of all problem areas.

Once the scan is completed you will have the scientific information you require to make proper maintenance and capital decisions regarding your roof system.

Restore Options

Solution Option:	Restore 	Action Year:	2020
Square Footage:	29,500	Expected Life (Years):	20
Budget Range:	\$250,000.00 - \$310,000.00		

Overall this and all other roof sections appear to be near the end of their useful life. The roof does however appear to have some decent qualities going for it such as good slope, few areas that are currently leaking, and skylight penetrations that appear to be in functionally fair condition.

Although on the other hand the roof is approaching its useful age limits and is starting to show in many areas, especially around the perimeter edge. However, the roof is at an excellent point and can be saved and restored, which would be far less costly than replacing or re-roofing which could be a heavy burden based on the buildings' operations and restrictions. (Roof Replacement would be approx. \$525k - \$700k depending on new system).

Also, a restoration is not a roof, so you can still have only one roof with a water tight warranty. The restoration can continue to be reapplied for many years over without adding much weight or a second roof. Further, any areas that are determined to be saturation through Infrared scan analysis will be removed and replaced in kind. Additionally, any areas with low spots holding ponding water will be addressed and re-designed. If not restored, leaks will most likely begin to show in the roof assembly as the life cycle of Single Ply membrane like the existing, in this region is 8-13 years. It is highly suggested to preserve the roof with a restoration versus any other options as to keep from costly, painful roof replacement. A proactive restoration, coating the roof prior to failure, is dramatically more cost effective as single ply roofs fail very quickly once they begin to lose their internal strength.

Please note the above cost is a budget number not a firm price. A firm price would be determined by a bid process. This restoration includes the following and is performed by a contractor. The budget above also incorporates an approximate budget for any insulation/roofing replacement areas necessary per pending Infrared scan results:

WHITE KNIGHT RESTORATION - Scope of Work:

- Make all necessary repairs to the Single Ply surface such as open seams, punctures, loose flashings, etc.
- Clean the roof thoroughly with pressure washer, brush and TSP cleaner and rinse, collect all water
- Allow to dry for 24-48 hrs
- Apply base coat of polyurethane coating at a rate of 2.5 gallons per 100 sq ft on all seams 8 inches wide
- Install a 4 inch wide polyester soft fabric into the polyurea at all seems, flashing and edges immediately with approximately 60% bleed through
- Allow to cure for 24 hours
- Install a top coat of Polyurea across the entire roof at a rate of 2 gallons per 100 sq ft

This system comes with a 10-20 yr water tight warranty depending on full reinforcement or partial reinforcement.

**CONTRACT FOR
JOB # 25-IL-200887**

BETWEEN **Village of Glen Ellyn** AND GARLAND/DBS, INC. FOR THE Public Works Facility Fluid Applied Roofing Project

- 1.) This CONTRACT is made at **Cuyahoga** as of February 26, 2021, ("Effective Date"), by and between the **Village of Glen Ellyn** located at **535 Duane Street Glen Ellyn, IL 60137** (hereinafter designated the "CUSTOMER"), and **Garland/DBS, Inc.**, located at **3800 East 91st Street Cleveland, OH 44105** (hereinafter designated the "CONTRACTOR").
- 2.) The CONTRACTOR shall furnish all material, labor, equipment, and tools necessary for the **Public Works Facility Fluid Applied Roofing Project** located at **30 S. Lambert Road Glen Ellyn, IL**, as well as all work incidental and pertinent thereto, (hereinafter designated the "Project") all in accordance with the original proposal # **25-IL-200887** dated **11/05/2020** submitted by the CONTRACTOR (hereinafter together designated the "Specifications"), a copy of which is attached hereto as Exhibit A and incorporated herein. In the event of any conflict, ambiguity, or inconsistency between the terms contained in this CONTRACT and the Exhibits, the terms set forth in this CONTRACT shall govern and control.
- 3.) The term of the CONTRACT shall begin on the Effective Date first written above, and shall be completed **154** days thereafter, unless sooner terminated as permitted herein, or unless extended by agreement of the parties set forth in writing. The work shall commence within ten (10) days from the date that CONTRACTOR receives a copy or original of the fully executed CONTRACT, which receipt shall be considered Notice to Proceed. The CONTRACTOR is required to submit to the CUSTOMER a Certificate of Insurance and Performance and Payment bonds prior to commencing work. In addition, the work shall be scheduled as agreed upon by the parties.
- 4.) The sums to be paid to the CONTRACTOR shall be at the bid price(s) shown on the Specifications (Exhibit A), and the total to be paid to CONTRACTOR shall be a maximum of **\$382,017.00** as set forth in the purchase order and Exhibit A. Invoices shall provide details of all Project expenses as permitted in this CONTRACT. CONTRACTOR shall apply no late charges, interest or penalties to any invoice or charges for services until 30 days from the CUSTOMER receipt of the invoice. If this CONTRACT is terminated for convenience for any reason, then the CONTRACTOR shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.
- 5.) If the CUSTOMER wishes to terminate the CONTRACTOR for cause due to the failure of CONTRACTOR to perform as required under this CONTRACT and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the CUSTOMER must provide the CONTRACTOR with written notice of said failure to perform. The CUSTOMER must give ten (10) working days from the CONTRACTOR's receipt of the

Notice to Cure for the CONTRACTOR to cure or take reasonable action to commence to cure the performance concerns specified. If the CONTRACTOR does not take appropriate action within the ten (10) day period, the CUSTOMER may issue a Final Notice to Cure. The CONTRACTOR will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the CUSTOMER can terminate the CONTRACT. If the CONTRACTOR is terminated for cause, the CUSTOMER may provide or employ any necessary labor and materials in lieu of CONTRACTOR to finish part or all of the work under the CONTRACT or to supplement the work of CONTRACTOR, and to deduct the cost thereof from any money, then due or thereafter to become due to the CONTRACTOR; and if such cost shall exceed the balance due to CONTRACTOR, then the CONTRACTOR shall pay the difference to the CUSTOMER.

- 6.) CUSTOMER may issue subsequent modifications to the Purchase Order(s) for additional work that was not known or included in the Specifications that is found to be needed during the work on the Project to complete the Project over and above the amount set forth in this paragraph four (4) and in Exhibit A. CONTRACTOR must seek approval from the CUSTOMER before performing any additional work. The CUSTOMER must provide the CONTRACTOR written documentation of the modification to the Purchase Order within three (3) business days of verbal approval. CONTRACTOR is not obligated to perform additional work until written modification has been received from the CUSTOMER, but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the CONTRACTOR without CUSTOMER consent will be evaluated and considered for payment based upon the work's merit. If the CUSTOMER determines the incidental additional work was not included in the original scope of the project and required for the CONTRACTOR's uninterrupted performance in fulfillment of the contract, then the CUSTOMER will approve the CONTRACTOR's request for payment for incidental additional work.
- 7.) All the work done under this CONTRACT shall be performed under the oversight of **Brian Baltudis**, the CUSTOMER'S representative. **The Garland Company will manage the project on site.** All notices hereunder shall be (a) in writing; (b) delivered to the representatives of the parties at the addressees set forth in the Specifications, unless changed by either party by notice to the other party; and (c) effective upon receipt.
- 8.) The CONTRACTOR shall furnish the CUSTOMER with a performance or contract bond and a labor and material bond, each in the amount of **\$382,017.00** a Certificate of Workers' Compensation, and a Certificate of Insurance evidential of comprehensive general liability insurance and property insurance with minimum coverage in amounts reasonable to or exceeding what is normally expected for a comparable project in size and scope. Further, said Certificate of Insurance shall name **Village of Glen Ellyn** as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the CUSTOMER of any material change in, or cancellation of, said insurance.

- 9.) Should the CONTRACTOR at any time refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, the CUSTOMER shall have the right to immediately suspend all work, or any part thereof under this CONTRACT, upon the CUSTOMER's issuance of a stop work notice to the CONTRACTOR and the CONTRACTOR's confirmed receipt of the stop work notice. The work shall continue to be suspended until such time as the CUSTOMER and CONTRACTOR have come to a mutual agreement on how the work under the CONTRACT shall proceed. Should the CONTRACTOR continue to refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, then the CUSTOMER may, after following the procedures listed in Section 5 above, terminate the CONTRACT for cause.
- 10.) The CONTRACTOR shall indemnify, save harmless, and defend the CUSTOMER from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, made, brought, or recovered against the CUSTOMER by reason of any negligent act or omission of the CONTRACTOR, its agents, its subcontractors, or its employees, in the execution of the work herein contracted for.
- 11.) The CONTRACTOR or CUSTOMER has the right to request and be granted a Termination for Convenience from the CONTRACT obligations if there is a joint determination from both the CUSTOMER and the CONTRACTOR that the termination is in the best interests of both parties, or if the CONTRACTOR or CUSTOMER believes the Termination for Convenience to be in its best interests because a timely resolution, within ten (10) days from the CUSTOMER'S receipt of written notification, will not be provided with regard to requests for information (RFI), request for clarification, or requests for modification to the Purchase Order(s) due to differing site conditions, vague Specifications, or unforeseen circumstances **(The 2019 Infrared Scan is included in this contract, anything that was not discovered by that scan will not be included)**. Under a Termination for Convenience, the CONTRACTOR or CUSTOMER shall be reimbursed for all justifiable costs including price of supplies, services delivered, and administrative expenses, including lost profit under the CONTRACT or Purchase Order.
- 12.) This CONTRACT shall be deemed to contain all the terms and conditions agreed to between the parties, who both agree that no representations or promises of any kind whatsoever have been made other than herein contained, and this CONTRACT shall be binding upon both parties and their respective heirs, administrators, executors, successors, and assigns.
- 13.) This CONTRACT is contingent upon receipt of a written purchase order from CUSTOMER. All terms must be agreed upon by both parties.
- 14.) CUSTOMER shall have the right to approve all subcontracts or assignments of work equal to or exceeding \$10,000. CUSTOMER shall not unreasonably withhold, delay or condition

subcontracting or assignments, but may express final and binding disapproval of a proposed assignee or subcontractor. Should the CONTRACTOR be forced to choose a different subcontractor/assignee that is of higher cost than the initial subcontractor/assignee, due to the CUSTOMER's disapproval, the CONTRACTOR shall be able to request and will receive approval from the CUSTOMER for a modification to the CONTRACT to cover the additional cost. CONTRACTOR shall remain responsible for the work of any agent or independent contractor to whom it assigns its Work, and any assignment or subcontract shall incorporate the terms of this Contract into its contract delegating its Work.

- 15.) If the Project involves construction of a public improvement at a cost exceeding the threshold for payment prevailing wage rates of pay, each laborer, workman or mechanic employed by the CONTRACTOR for performance of the Project herein described or by the subcontractor shall be paid not less than the minimum rate of pay for the applicable pay classification. The CONTRACTOR and their subcontractors who are subject to the requirements of paying prevailing wages shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the prevailing rate of wages. The CONTRACTOR and its subcontractors shall deliver to the CUSTOMER a certified copy of their respective payrolls, within two weeks of the CUSTOMER's request, for each pay period requested by the CUSTOMER.
- 16.) Payments to the CONTRACTOR shall be made at the rate of ninety-five percent (95%) of the approved partial payment estimate for each monthly progress billing. The CUSTOMER will retain five percent (5%) of every approved partial payment. The retained amount will be paid to the CONTRACTOR no later than thirty (30) days following Final Acceptance of the work. Upon completion and acceptance of the work, the CUSTOMER shall issue a certificate attached to the final payment request that the work has been accepted by it under the terms, promises and conditions of the CONTRACT.
- 17.) CONTRACTOR has been employed under this Contract as an independent contractor in order to construct its portion of the Project. CONTRACTOR agrees that no authority has been conferred upon it by CUSTOMER to hire any person(s) on behalf of CUSTOMER, and CUSTOMER undertakes no obligation of any sort to CONTRACTOR's employees or subcontractors. It is understood and agreed that the CONTRACTOR shall select, engage, and discharge its employees, agents, or servants and otherwise direct and control their services. CONTRACTOR will also comply with all laws concerning qualification to do business and engage in the work involved under this CONTRACT and will file all returns and reports required of it and pay all taxes and contributions imposed upon it.
- 18.) CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin.
- 19.) The CUSTOMER shall not be considered to have accepted possession of the work under this CONTRACT until a notice of completion is issued to the CONTRACTOR by the CUSTOMER or CUSTOMER's representative, or payment of the full CONTRACT

compensation is received by the CONTRACTOR, unless the Parties otherwise mutually agree.

- 20.) CONTRACTOR, at all times during its performance of its work under this CONTRACT, shall keep the work site, grounds, and roof tops surrounding the work site free from accumulation of waste materials or rubbish caused by its activities. Upon completion of the work under this CONTRACT, the CONTRACTOR shall promptly remove all its waste materials and rubbish from and about the work site, as well as, its tools, construction equipment, machinery, and surplus materials, as to leave the work site "Broom Clean" or its equivalent.
- 21.) The law is hereby agreed to be the law of the State where the Project is situated. The parties agree that the proper venue for action, suit, or other litigation arising under this agreement shall lie in the courts of **DuPage County, Illinois**. In the event legal action is instituted to enforce this agreement, each party agrees to bear its own attorney fees and costs while waiving the right to collect attorney fees and costs from the opposing party. Each party also agrees to waive its right to have any pending action or trial heard by a jury.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, authorized representatives of each party to this CONTRACT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

WITNESSES:

GARLAND/DBS, INC.

1. _____

By: _____

2. _____

Printed Name

Title

Tax ID. No. _____

Date: _____

WITNESSES:

Village of Glen Ellyn

1. _____

By: _____

2. _____

Date: _____

And

By: _____

Date: _____

Exhibit A



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

Public Works Facility
Village of Glen Ellyn
30 S. Lambert Road
Glen Ellyn, IL 60137

Date Submitted: 11/05/2020

Proposal #: 25-IL-200887

MICPA # PW1925

Illinois General Contractor License #: 104.015673 Ref.# 105.005715

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: White Knight 10 Year Warranty

1. Power wash entire roof section, including flashings and walls with Firestone EPDM Cleaner and thoroughly rinse. Be sure to rinse low areas and drains several times to ensure all cleaning residue is removed. For all areas that tend to hold water, clean with "weathered membrane cleaner" after power washing with EPDM Cleaner, to ensure all moisture has been dried prior to applying any coating.
2. All necessary field and flashing repairs must be done according to good construction practices, including the removal of all wet insulation and defective materials as identified through a moisture detection survey such as an infrared scan and replacement with like-materials.
3. All single-ply seams must be checked and any loose seams must be resealed, or if necessary, replaced with new single-ply material. Wrinkled single ply membrane areas must be cut out and replaced to ensure a smooth substrate. Repair any single ply membrane that has shrunk and is tenting at walls. Remove any walkway pads and make necessary repair with new single ply membrane.
4. All roof areas must promote positive drainage. Ensure roof is dry before prior to restoration application.

5. Make any necessary repairs to the membrane surface using cured membrane on flat surfaces and un-cured membrane on any horizontal to vertical transitions.
6. Apply 6" Uni-Bond Seam Tape to all seams and apply coat of White Knight Plus to saturate the polyester surface. Allow White Knight Plus to cure prior to installing Base Coat.
7. Apply base coat of (Energy Star rated & LEED credited), White Knight Plus at a rate of 1.5 gal/100 sq. ft. 32 wet mills to cover entire roof.
8. Allow base coat to dry for 24-48 hours but no longer than 72 hours.
9. Apply White Knight Plus top coat at an additional 2 gal/100 sq. ft. to cover entire roof. Please note that the first layer of base coat may still be tacky at 24 hours, this is normal. NOTE: Vertical flashings require multiple coats to obtain proper coverage.
10. Ensure Plumbing stacks are a minimum of 12" above roof height and wrapped in 4lb lead or Liquid Flashing (three course).
11. Paint drain baskets with Oil Based Enamel in Bright Red. Replace any drain rings and baskets that are plastic.
12. Paint all gas lines with Oil Based Enamel in Safety Yellow.

Garland/DBS Price Based Upon Local Market Competition: White Knight 10 Year

Malcor Roofing of Illinois Inc.	\$ 227,805
R.B. Crowther Co.	\$ 234,795
G.E. Riddiford Co.	\$ 286,413
Waukegan Roofing Co., Inc.	\$ 341,853

Scope of Work: Liquitex Restoration 20 Year Warranty

1. Power wash entire roof section, including flashings and walls with Firestone EPDM Cleaner and thoroughly rinse. Be sure to rinse low areas and drains several times to ensure all cleaning residue is removed. For all areas that tend to hold water, clean with "weathered membrane cleaner" after power washing with EPDM Cleaner, to ensure all moisture has been dried prior to applying any coating.
2. All necessary field and flashing repairs must be done according to good construction practices, including the removal of all wet insulation and defective materials as identified through a moisture detection survey such as an infrared scan and replacement with like-materials.
3. All single-ply seams must be checked and any loose seams must be resealed, or if necessary, replaced with new single-ply material. Wrinkled single ply membrane areas must be cut out and replaced to ensure a smooth substrate. Repair any single ply membrane that has shrunk and is tenting at walls. Remove any walkway pads and make necessary repair with new single ply membrane.
4. All roof areas must promote positive drainage. Ensure roof is dry before prior to restoration application.
5. Make any necessary repairs to the membrane surface using cured membrane on flat surfaces and un-cured membrane on any horizontal to vertical transitions.
6. Apply base coat of Liquitex at a rate of 3 gal/100 sq. ft. to cover entire roof.
7. Embed 40" wide Grip Polyester Firm into base coat by rolling over the fabric surface to fully saturate and encapsulate, ensuring no wrinkles, voids, or vertical fibers.
8. Allow base coat to cure but no longer than 72 hours.

9. Apply Liquitex top coat at an additional 2 gal/100 sq. ft. to cover entire roof. NOTE: Vertical flashings require multiple coats to obtain proper coverage.
10. Ensure Plumbing stacks are a minimum of 12" above roof height and wrapped in 4lb lead or Liquid Flashing (three course).
11. Paint drain baskets with Oil Based Enamel in Bright Red. Replace any drain rings and baskets that are plastic.
12. Paint all gas lines with Oil Based Enamel in Safety Yellow.

Garland/DBS Price Based Upon Local Market Competition: Liquitex 20 Year

G.E. Riddiford Co.	\$ 382,017
Malcor Roofing of Illinois Inc.	\$ 390,164
Waukegan Roofing Co., Inc.	\$ 424,238
R.B. Crowther Co.	Decline to Bid

Unforeseen Site Conditions: Malcor Roofing

Additional Insulation Replacement	\$ 8.55 per Sq. Ft.
Decking Replacement	\$ 13.11 per Sq. Ft.

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers. Proposal pricing valid to 12/31/2020

Clarifications/Exclusions:

1. Sales and use taxes are excluded. Please issue a Tax Exempt Certificate.
2. Permits are excluded.
3. Bonds are included.
4. Plumbing, Mechanical, Electrical work is excluded.
5. Masonry work is excluded.
6. Interior Temporary protection is excluded.
7. Prevailing Wages are included.
8. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Steve Rojek

Steve Rojek
Garland/DBS, Inc.
(216) 430-3613



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

Meeting 3/22/2021 7:00 PM
Department: Public Works
Department Head: Julius Hansen
Category: Bid
Prepared By: Julius Hansen

AGENDA ITEM (ID
2021-965)

DOC ID: 2021-965

Authorize the Village Manager to Execute an Agreement with House of Doors of Brookfield, Illinois, to Complete the Removal and Replacement of Seven Overhead Doors at the Reno Center for an Amount not-to-exceed \$73,400, to be Expensed to the Facilities Maintenance Reserve Fund (Public Works Director Hansen)

Statement of the Issue:

The public works building at 30 S. Lambert is in need of exterior improvements that include new overhead doors, new metal exterior wall panels, and painting.

Analysis:

Two pre-bid meetings were conducted at the Public Works building before the bid opening conducted on March 4, 2021. Three separate bid specification packets were created for the project to complete three separate improvements requiring different contractor skills.

The overhead doors on the west side of the building and the mechanisms that operate them are worn out from constant operation over many years. Seven of the eight doors will be removed and replaced leaving one remaining door that was recently replaced. The low bid was from **House of Doors**.

The north side of the building is constructed of four concrete bays originally designed and currently used to store road salt. The metal exterior wall panels on the north side of the building have been damaged in numerous places from many years of storing salt. The metal exterior wall panels will be removed and salvaged to make repairs on the west side of the building. The existing metal exterior wall panels are original to the building making it difficult to obtain a perfect match and expensive to have custom made. Recycling the metal exterior wall panels from the north side to make repairs to the west side is cost effective and will match up better than purchasing new materials. The entire north side will then have all new metal exterior wall panels installed for a uniform appearance. The low bid was from **BP&T**.

The third bid specification packet details the painting of the north and west sides of the building

once all repairs have been completed. The same color will be used on the north and west sides of the building that was selected and previously completed several years ago on the east and south sides of the building. The low bid was also from **BP&T**.

The public works exterior improvements project will dramatically enhance the appearance and functionality of this important public building in the most cost effective way possible.

The lowest bidders **House of Doors** and **BP&T** meet all requirements and references have been checked with excellent results. In fact, BP&T just completed a project for the College of DuPage getting a positive endorsement from the Director of Construction at COD. Staff is confident both contractors can perform all the work at Public Works as described.

Budget Impact:

The building improvements will be paid from the Facilities Maintenance Reserve Fund. The amended budget for the Facilities Maintenance Reserve Fund has \$145,000 budgeted for this project. The maximum total cost being proposed of \$111,200 is below this budgeted amount.

The bid results were substantially under budget for the project overall. The cost for removal and replacement of the overhead doors is \$62,200. This price is for the standard "baked on paint finish" in the standard colors limited to Almond, Sandstone, Brown, Gray, Black and White. These colors are not the best match for the building. This is problematic with a majority of the square footage on the west side of the building being made of these large overhead doors.

The recommended and better option would be to upgrade to a "Powder Coating finish" to get a better color match (RAL 8019) and a finish more resistant to the elements. Powder coating is a specialized process applied in thick layers for better color retention and durability. The cost for the better powder coating finish is an additional \$11,200 to the base bid and well worth it.

The metal exterior wall panel repairs and replacement will cost \$29,000. The cost to paint the north and west side of the building being repaired and the inside of the wash bay is \$8,800.

The maximum total cost of the project as recommended is \$111,200

Action Requested:

The recommended motions to be considered at the March 22, 2021 are as follows:

- 1). Motion to authorize the Village Manager to execute an agreement with House of Doors of Brookfield, Illinois to complete the work for the removal and replacement of seven overhead doors on the west side of the public works building for an amount not to exceed \$73,400.
- 2). Motion to authorize the Village Manager to execute an agreement with BP&T to complete the work for the removal, replacement and repairs of metal exterior wall panels on the north and

west side of the public works building in the amount of \$29,000 and painting as specified in the amount of \$8800 and also includes a \$5,000 contingency for additional work.

Attachments:

1. Bid Tab (002)
2. Overhead door specifications
3. PW exterior improvements specification diagram

3/8/2021

Village Of Glen Ellyn - Public Works Building Exterior Improvements Project

Bid Tabulation

Bidder	BP1 - Sheetmetal	BP2 - OH Doors	BP3 - Painting	Alternate BP1	Alternate BP3	Unit Price BP 3	
						Door & Frame	Bollard
BP&T	\$29,000	NO BID	\$8,800	\$2,800	\$145 Each	\$240 Each	\$145 Each
Red Feather	\$40,425	\$96,000	\$27,600	\$1,200	\$100	\$250 Each	\$100 Each
HDS	NO BID	NO BID	\$18,500	NO BID	\$131.25 Each	\$350 Each	\$131.25 Each
Door Systems	NO BID	\$64,870	NO BID	NO BID	NO BID	NO BID	NO BID
House Of Doors	NO BID	\$62,200	NO BID	NO BID	NO BID	NO BID	NO BID
Wiesbrook	\$68,678	NO BID	NO BID	\$655	NO BID	NO BID	NO BID
Metalmaster Roofmasters	\$114,837	NO BID	NO BID	\$87,500	NO BID	NO BID	NO BID

Alternate BP1 - Install new panels at west side.

Alternate BP3 - Paint Doors & Frames and Bollards



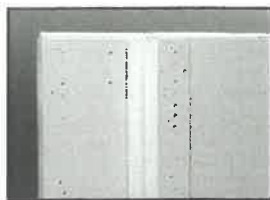
9' x 7' 3216 white with optional 24" x 12" windows

These models are also available in



DURABLE.
THERMALLY-BROKEN.

SPECIFICATIONS, OPTIONAL FEATURES AND ACCESSORIES



END STILES

White painted end stiles are 4" or 8" wide to accommodate double or single-end hinges



SPRINGS

Torsion springs are helically wound with stress relieved, oil-tempered wire



LOGOS

Showcase your brand with this unique and customized door

OPTIONAL WINDOW DESIGNS

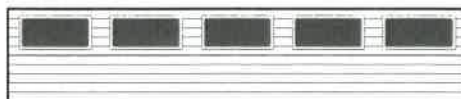
24" SECTION HEIGHT



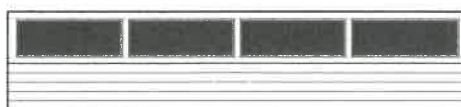
24" x 6"



24" x 12"



34" x 16"



FULL-VIEW

C.H.I.
OVERHEAD DOORS

WHITE

ALMOND

SANDSTONE

BROWN

GRAY

BLACK

COLOR SELECTIONS

Note: Refer to samples at your local C.H.I. Dealer for exact color match.

26-GAUGE **MODEL 3216**, Thermally-Broken Insulated Steel Back

SECTIONS

- Sections are 2" thick
- Sections include a thermal break to eliminate thermal convection
- Outside skin features horizontal micro-grooves
- Concealed steel back-up plates run from top to bottom of each section for secure hardware attachment
- Bottom "U" type astragal is a standard feature
- Available with Logos

TRACKS

- Tracks are 2" or 3", as specified
- Available in bracket mount, angle mount, clip angle mount, 12" radius, 15" radius, high lift, vertical lift, roof pitch, or dual track low headroom

HARDWARE

- Package includes 14 gauge or 11 gauge hinges, as specified
- 2" or 3" short-stem or long-stem ball bearing rollers
- Heavy duty adjustable top roller brackets

SPRINGS

- Torsion springs are helically wound with stress relieved, oil-tempered wire
- Springs are individually calibrated per door
- Counter-balance torsion shafts are galvanized for rust resistance

INSULATION TYPE

- Foamed in place CFC free polyurethane core
- R-value - 17.54



IECC[®] COMPLIANT

C.H.I. Overhead Doors Model 3216 is compliant with the requirements set forth by the International Energy Conservation Code (IECC) for operable fenestrations.

DOOR CONSTRUCTION

These models utilize 26-gauge exterior and 27-gauge interior steel skins injected with CFC free urethane insulation. The thermally-broken tongue and groove section joint includes a continuous weather seal offering exceptional protection from the elements.

Model 3216 R-value* - 17.54

VISIT YOUR DOOR PROFESSIONAL AT:

HOUSE OF DOORS, INC.
9038 W. OGDEN AVENUE
BROOKFIELD, IL 60513-0147
708-485-5000

C.H.I. Overhead Doors are manufactured in Arthur, Illinois, USA.



C.H.I. Overhead Doors is pleased to use DOW[®] insulation products in our urethane core garage doors.



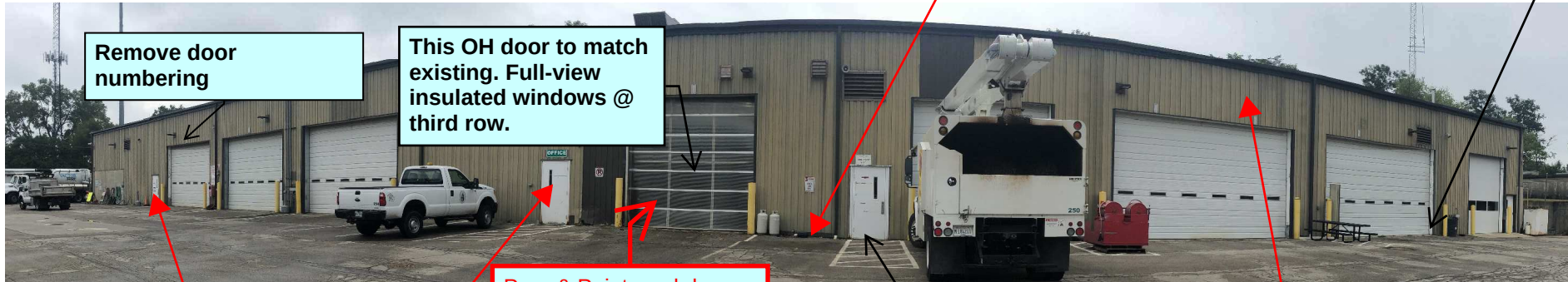
*R-value testing is in accordance with ASTM C518 standards.

All information presented is based on the specifications and features available at the time of printing and is subject to change without notice.

Remove & Install (6) new overhead doors with the 3rd section full-view insulated windows. (2) OH Doors to have the operating chain on the side of the door to avoid tall vehicles to interfere with the operating mechanism. Existing south OH door remains as existing. Wash bay OH door replaced with Alaska-type OH door, clear panel door per spec - see BP #2 - Exhibit A.

Cut & remove bottom of rusted panels along the whole west elevation and replace with salvaged siding from north elevation. 75-foot long x 6-inch high + 7-foot long x 4-foot high. Base bid: Use salvaged panels from north elevation at west elevation. Alternate: Use new panels at west elevation.

Laminate with sheetmetal the portion of rusted jambs at all OH door openings as previously done and reflected in photos - see photos.



Remove door numbering

This OH door to match existing. Full-view insulated windows @ third row.

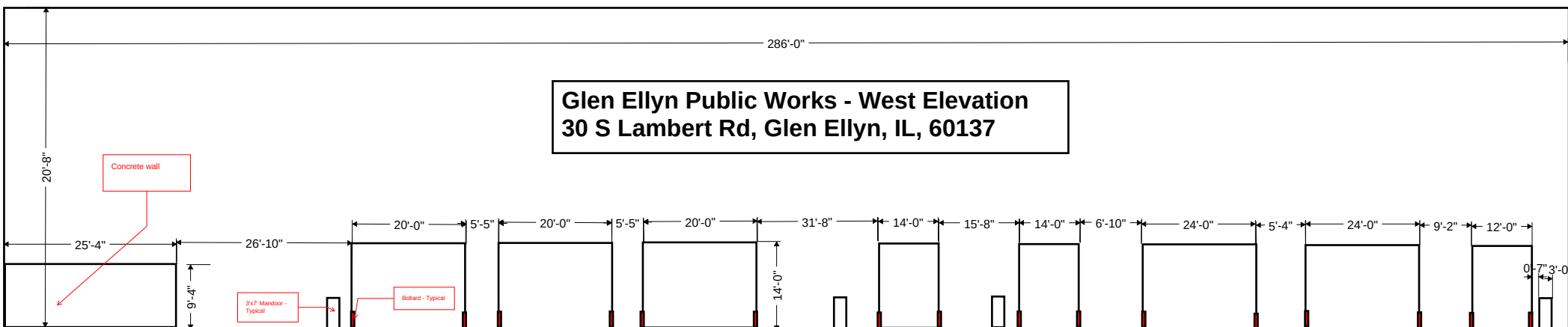
Prep & Paint wash bay with Pro Industrial Water Base Catalyzed Epoxy paint.

Remove & replace (2) HM Frames & (2) doors - reuse existing hardware. Provide new weatherstrip kits at (2) openings.

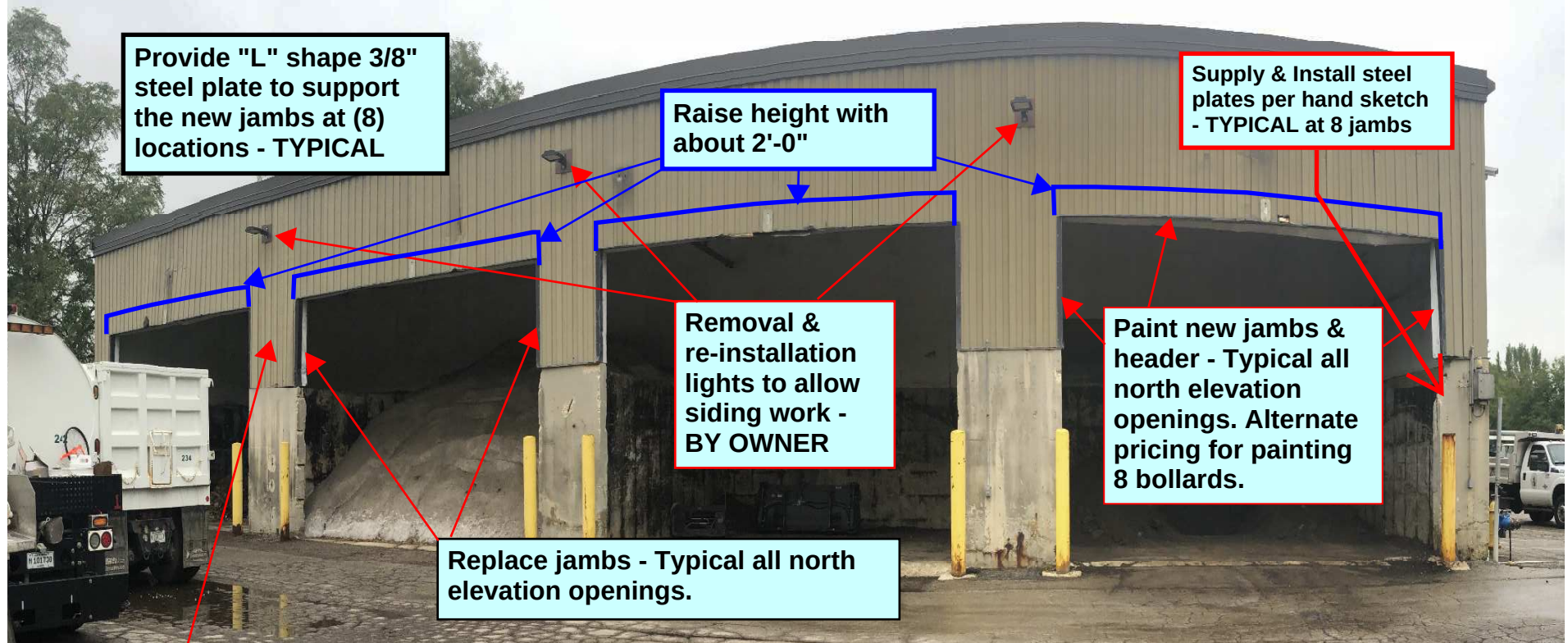
Replace aluminum threshold - see photo of existing

Paint all siding, jambs & headers at OH door openings. Paint (4) new exterior HM frames and (4) exterior HM new doors.

DO NOT SCALE



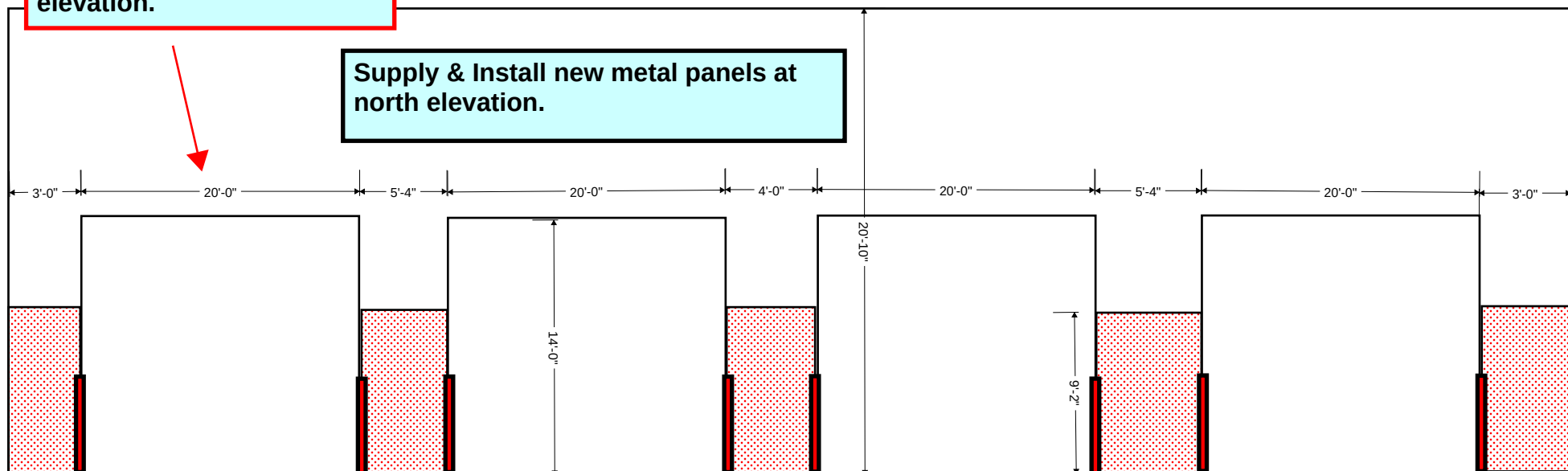
Glen Ellyn Public Works - West Elevation
30 S Lambert Rd, Glen Ellyn, IL, 60137



Remove & salvage existing siding for patching the existing rusted siding at west elevation - See west elevation.

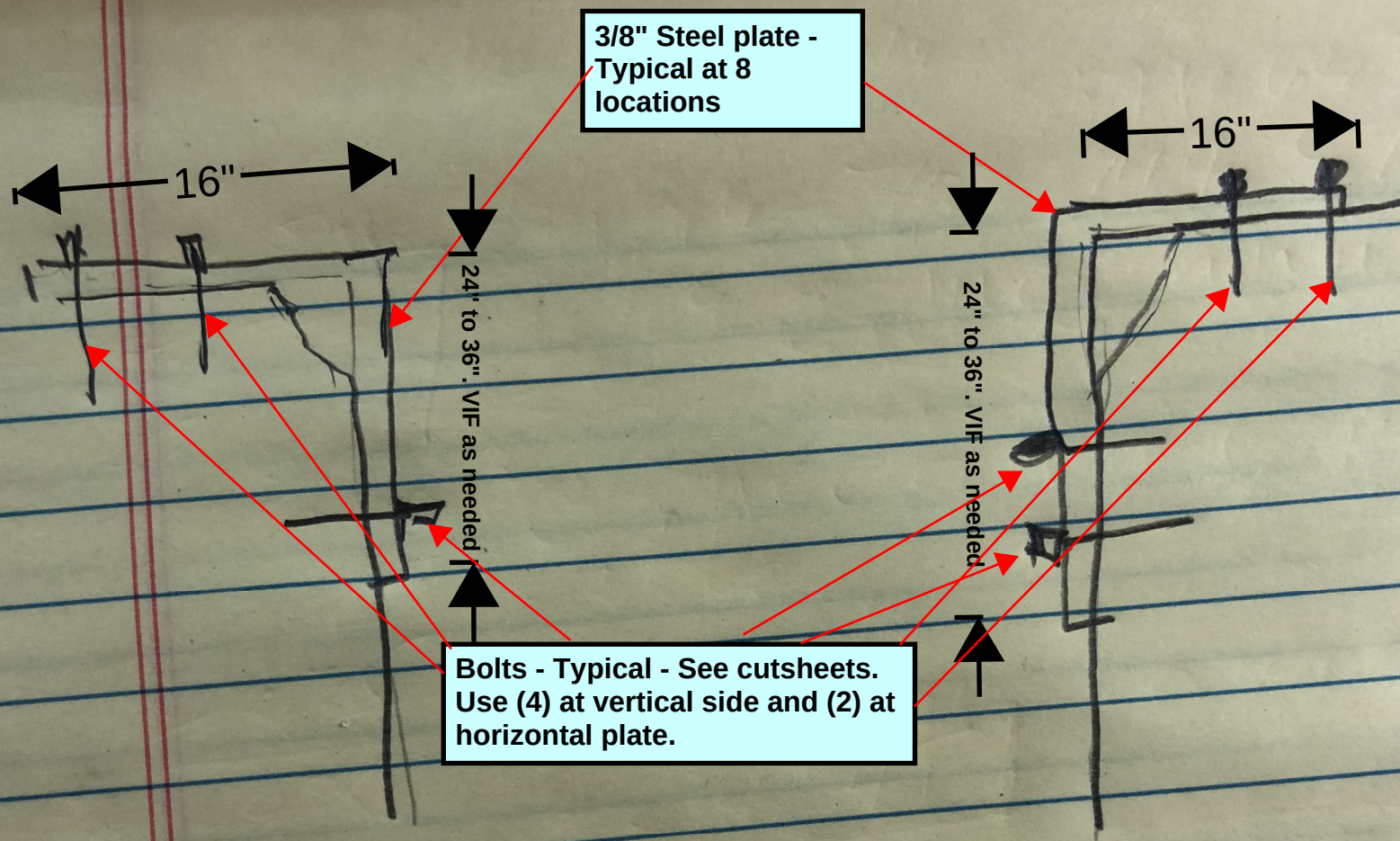
Glen Ellyn Public Works - North Elevation
30 S Lambert Rd, Glen Ellyn, IL, 60137

DO NOT SCALE





See hand
sketch

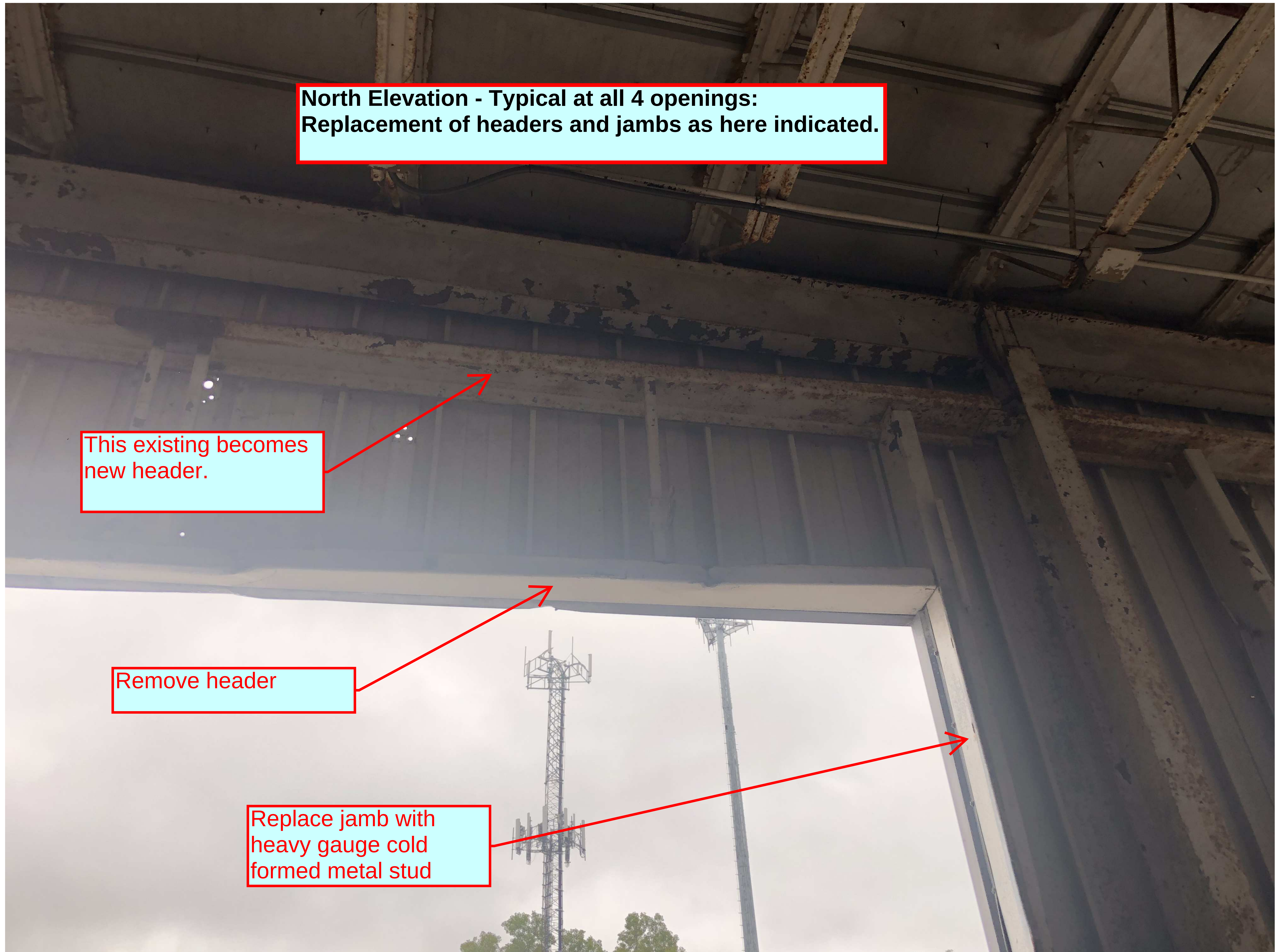


**North Elevation - Typical at all 4 openings:
Replacement of headers and jambs as here indicated.**

This existing becomes
new header.

Remove header

Replace jamb with
heavy gauge cold
formed metal stud





This existing becomes
new header.

Remove header

Replace jamb with
heavy gauge cold
formed metal stud



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

Meeting 3/22/2021 7:00 PM
Department: Finance
Department Head: Julius Hansen
Category: Purchase
Prepared By: Julius Hansen

**AGENDA ITEM (ID
2021-992)**

DOC ID: 2021-992

Authorize the Village Manager to Execute an Agreement with BP&T for the Removal, Replacement and Repair of Metal Exterior Wall Panels for the Reno Center in the amount of \$29,000 and Painting in the amount of \$8800, including a \$5,000 contingency for additional work, to be expensed to the Facilities Maintenance Reserve Fund (Public Works Director Hansen)

Statement of the Issue:

See previous memo for the House of Doors contract.

Analysis:

See previous memo for the House of Doors contract.

Budget Impact:

See previous memo for the House of Doors contract.

Action Requested:

See previous memo for the House of Doors contract.

Attachments:



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

Meeting 3/22/2021 7:00 PM
Department: Administration
Department Head:
Category: Ordinance
Prepared By:

**AGENDA ITEM (ID # 2021-
1000)**

DOC ID: 2021-1000

**Motion to Approve an Ordinance No. 6860, An Ordinance
Authorizing the Village to Enter a Contract for the Sale of Two
Lots Adjacent to Lambert Road and Vacation of a Portion of the
Kenilworth Ave. Right-of-Way, to GWG Realty, LLC, d/b/a
Haggerty Chevrolet, 300 Roosevelt Road, Glen Ellyn, Illinois**

Statement of the Issue:

Please see the attached memo.

Analysis:

Please see the attached memo.

Budget Impact:

Please see the attached memo.

Action Requested:

Please see the attached memo.

Attachments:

1. Sale of Real Property Ordinance - GM draft final 3-19-21 w Exhibits
2. Memo Attorney-Client Privilege - BOARD - GM 3-19-21 Final w attachmts

Ordinance No. _____

An Ordinance Authorizing the Village to Enter a Contract for the Sale of Two Lots Adjacent to Lambert Road and Vacation of a Portion of the Kenilworth Ave. Right-of-Way, to GWG Realty, LLC, d/b/a Haggerty Chevrolet, 300 Roosevelt Road, Glen Ellyn, Illinois

WHEREAS, the Village of Glen Ellyn (“Seller”), and GWG Realty, LLC, d/b/a Haggerty Chevrolet (“Buyer”), seek to enter into a Property Sale and Purchase Agreement, a copy attached hereto and made a part hereof as “Exhibit A”, wherein the Village will sell certain unimproved property, commonly known as PIN numbers, 0515419029 and 0515419014, adjacent to Lambert Road, in the Village of Glen Ellyn, DuPage County, Illinois (“Subject Property”), and Vacate a certain right of way, commonly known as the unimproved Kenilworth Avenue right of way, for the purpose of redevelopment and expansion of Haggerty Chevrolet as an automobile dealership, said property depicted in “Exhibit B” attached hereto; and

WHEREAS, Jerry Haggerty, of Haggerty Chevrolet, has advised that he seeks to expand the auto dealership in an effort ensure the ongoing success of the business in the changing economic climate, and has previously purchased several individual lots to the north of the existing dealership to help make expansion possible; and

WHEREAS, Haggerty has requested the Village transfer of a portion ROW and two Village owned lots (Kenilworth right of way, running north and south, and the two lots north of and abutting the Haggerty property) which can then be subdivided and joined with lots already owned into one property which includes the existing dealership property; and

WHEREAS, GWG Realty, LLC, has agreed to purchase the lots and right of way for the sum of One Hundred Eleven Thousand Fifty One Dollars (\$111,051.00) with a contingency that the property be used solely for expansion of an automobile dealership, or if not, and the transferred property is sold for a different use within the next ten years, GWG Realty, LLC, d/b/a Haggerty Chevrolet, will pay the Village an additional One Hundred Twenty Five Thousand Dollars

(\$125,000.00); and

WHEREAS, a public hearing, properly noticed, has been conducted on March 22, 2021, regarding the Vacation of Right of Way and Sale of Municipal Property; and

WHEREAS, the Board of Trustees of the Village of Glen Ellyn find it beneficial, necessary and convenient for the Village to sell and vacate the unimproved Subject Property to GWG Realty, LLC, pursuant to the terms of the attached Agreement due to the potential for increased revenue to the Village from sales taxes due to an expanded inventory of vehicles for sale.

NOW THEREFORE, BE IT ORDAINED by the Acting President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in the exercise of its home rule authority, as follows:

Section 1: The findings of fact and conclusions set forth hereinabove are hereby adopted as the findings of fact and conclusions of the corporate authorities of the Village of Glen Ellyn.

Section 2: The sale of two unimproved municipal lots and vacation of right of way pursuant to the attached Purchase and Sale Agreement are hereby approved, and that the Village of Glen Ellyn hereby vacates the unimproved Kenilworth public right-of-way to the owner of the adjacent properties, and that the Acting Village President and Clerk of the Village of Glen Ellyn are authorized to execute and attest to any and all legal documents necessary to finalize the conveyance of the Subject Property to GWG Realty, LLC, with the final Plat of Subdivision to be attached to this Ordinance before recording.

Section 3: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this _____ day of _____, 2021.

Ayes			Steve Thompson	Mark Senak
	Craig Pryde		Bill Enright	Gary Fasules
	Kelli Christiansen			
Nays			Steve Thompson	Mark Senak
	Craig Pryde		Bill Enright	Gary Fasules
	Kelli Christiansen			
Absent			Steve Thompson	Mark Senak
	Craig Pryde		Bill Enright	Gary Fasules
	Kelli Christiansen			

APPROVED this _____ day of _____, 2021.

VILLAGE OF GLEN ELLYN

Acting President

Attest:

Clerk

AFFIX VILLAGE SEAL

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

EXHIBIT A

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT FOR PURCHASE AND SALE ("Agreement") is made and entered into this ____ day of March 2021 ("Effective Date") by and among the Village of Glen Ellyn, an Illinois municipal corporation and home rule unit of local government ("Seller") and GWG Realty, LLC, an Illinois limited liability company ("Purchaser") (the Seller and Purchaser are collectively referred to as the "Parties" and sometimes individually referred to as a "Party").

RECITALS

WHEREAS, Seller is the fee owner of certain property generally located north of the intersection of Roosevelt Road and Lambert Avenue in Glen Ellyn, Illinois, legally described on Exhibit A1 and depicted on Exhibit A2 ("Property"); and

WHEREAS, Seller has jurisdiction over that portion of the Kenilworth Avenue right of way generally located west of and adjacent to the Property as depicted on Exhibit A3 ("Right of Way") (collectively, the Property and the Right of Way are the "Village Property"); and

WHEREAS, Purchaser owns, operates and seeks to expand an automobile dealership that sells and services new and used automobiles and provides other related automobile services on property commonly known as 300 Roosevelt Road, Glen Ellyn, Illinois which property is generally located south of and adjacent to the Village Property and other certain property generally located north of said property, as depicted on Exhibit B ("Dealership Site"); and

WHEREAS, Purchaser owns certain property generally located north of the Dealership Site, as depicted on Exhibit B ("Dealership Owned Land") (collectively, the Dealership Site and Dealership Owned Land are the "Dealership Property"); and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Village Property upon and subject to the terms and conditions hereinafter set forth for use in conjunction with and as a part of a new and used automobile dealership operated at the Dealership Site ("Dealership"); and

WHEREAS, the State of Illinois Constitution ("Constitution") (Art. VII, Sec. 6(a)) provides that the Seller, as a home rule municipality, may exercise any power and perform any function pertaining to its government affairs, including, without limitation, the power to regulate for the protection of the public health, safety, morals, and welfare, the power to license, the power to tax, and the power to incur debt; and

WHEREAS, the Constitution (Art. VII, Sec. 10; Art VIII) authorizes the Seller to enter agreements with individuals and organizations and to use public funds for public purposes; and

WHEREAS, the Illinois Municipal Code (65 ILCS 5/8-1-2.5) authorizes the Seller to appropriate and expend funds for economic development purposes, including, without limitation, making grants necessary to promote economic development in the Village of Glen Ellyn; and

WHEREAS, Village of Glen Ellyn Municipal Code Section 1-14-1, *et seq.*, authorizes the Seller to sell property for redevelopment purposes; and

WHEREAS, the Parties wish to enter into this Agreement setting forth the terms and conditions applicable to the Purchaser's acquisition of the Village Property and redevelopment and use of the Village Property in conjunction with the Dealership operations at the Dealership Site;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals and all exhibits attached to this Agreement are incorporated as though fully set forth in this Section 1.

2. Purchase and Sale.

(a) Property. Purchaser agrees to buy and acquire from Seller, and Seller agrees to sell, transfer, convey and deliver to Purchaser by recordable warranty deed, free and clear of all liens, excluding those accepted by the Purchaser, the Property, which encompasses the Right of Way and approximately 13,500 square feet of paved property which provides access between Lambert Avenue and the Right of Way, together with and all privileges, easements and appurtenances in any way belonging or appertaining to the Property that the Seller can unilaterally convey, including all mineral, oil, gas and air and water rights relating to the Property and all rights, title and interests in and to any street, road, alley, and rights-of-way on the Property.

(b) Right of Way. Purchaser agrees to buy and acquire from Seller, and Seller agrees to vacate and convey to Purchaser the Right of Way (i) in accordance with and pursuant to the terms of the ROW Ordinance (defined below) approved by the Seller's corporate authorities during the Entitlement Period (defined below) and (ii) upon Purchaser's payment of the Purchase Price (defined below).

3. Purchase Price, Earnest Money, and Real Estate Taxes.

(a) Purchase Price. The purchase price for the Village Property is One Hundred Eleven Thousand Fifty One and 00/100 Dollars (\$111,051.00), plus or minus prorations and credits as required herein, if any ("Purchase Price"). At Closing (defined below), Purchaser shall pay Seller, in cash or readily available funds, the Purchase Price.

(b) Earnest Money. Upon execution of this Agreement, Purchaser shall deposit Ten Thousand and 00/100 Dollars (\$10,000.00) as earnest money ("Earnest Money") to be held in an escrow account by the Title Company (defined below) pursuant to its standard form of strict joint order escrow instructions and applied toward the Purchase Price at Closing. The balance of the Purchase Price, with prorations and adjustments as provided for herein, shall be paid by Purchaser at Closing. In the event this Agreement is terminated by Purchaser as permitted herein, Seller agrees to direct the Title Company in writing to pay the Earnest Money to Purchaser. In the event Purchaser fails to acquire the Village Property as required herein or otherwise comply

with this Agreement's terms, Purchaser agrees to direct the Title Company to pay the Earnest Money to the Seller.

(c) Real Estate Taxes. Purchaser shall not be responsible for any real estate taxes, assessments or liens related to the Property for the period of time prior to the Closing Date. Purchaser shall be responsible for all real estate taxes and assessments related to the Property which are levied after the Closing Date. The transfer of the Property is exempt from any Real Estate Transfer Tax.

4. Title Commitment and Survey.

(a) Title Commitment. Seller shall, within three (3) days after the Effective Date, order a title commitment ("Title Commitment") for an Owner's Policy of Title ("Title Policy") issued by Chicago Title Insurance Company or other title company mutually agreed to by the Parties ("Title Company") for the Village Property and copies of all recorded documents listed in the Title Commitment.

Purchaser may, within ten (10) days after receipt of the Title Commitment, deliver to Seller a notice of the objections that Purchaser may have to anything contained or set forth in or disclosed by the Title Commitment ("Unpermitted Exceptions"). If Purchaser delivers notice of any Unpermitted Exceptions to Seller, Seller may, within ten (10) days thereafter, elect to eliminate or satisfy the Unpermitted Exceptions to the satisfaction of Purchaser. If Seller is unable or unwilling to correct the Unpermitted Exceptions, then Purchaser shall have the right, at its election, but as its sole and exclusive remedy to either (i) waive the Unpermitted Exceptions and accept title to the Village Property subject to such Unpermitted Exceptions (in which case the Unpermitted Exceptions shall be deemed "Permitted Exceptions") or (ii) terminate this Agreement, except for Purchaser's obligations under Section 5(a)(iii), which shall survive the Agreement's termination.

5. Conditions Precedent to Purchaser's Obligations. Purchaser's obligations under this Agreement shall be subject to the fulfillment prior to the Closing or such other date as provided herein of each of the following conditions:

(a) Due Diligence, Inspection.

(i) Purchaser may, at its sole cost and expense, conduct any reasonable inspections, tests, and studies related to the condition of the Village Property or obtain a survey of the Village Property as Purchaser deems necessary ("Due Diligence") for a period of thirty (30) days after the Effective Date ("Due Diligence Period"). Further, Purchaser shall, at its sole cost and expense, make appropriate inquiries, file all necessary applications, and obtain the Seller's corporate authorities' approval of an ordinance vacating the Right of Way ("ROW Ordinance") during the time period beginning on the Effective Date and ending sixty (60) days later ("Entitlement Period").

(ii) In the event Purchaser deems the results of Purchaser's Due Diligence to be unsatisfactory, for no reason or for any reason whatsoever, Purchaser may terminate this Agreement by delivering written notice of such termination to Seller prior to the expiration of the Due Diligence Period or if the ROW Ordinance is not approved prior to the

expiration of the Entitlement Period, Purchaser may terminate this Agreement by delivering written notice of such termination to Seller prior to the expiration of the Entitlement Period and after termination neither Party will have any further rights, obligations or liabilities under this Agreement except as otherwise provided in Section 5(a)(iii) of this Agreement. The failure by Purchaser to timely terminate this Agreement by so notifying Seller in writing pursuant to the terms of this Section 5(a)(ii) will be deemed a waiver of Purchaser's right to terminate this Agreement pursuant to this Section 5(a)(ii).

(iii) Purchaser may conduct or cause to be conducted any reasonable physical investigation, examination or study of the Village Property as part of its Due Diligence; however, (i) Purchaser shall notify the Seller, which may be telephonically to Mark Franz, Village Manager, at least five (5) days before conducting any excavation or related investigation, examination, or study; and (ii) in no event shall Purchaser's investigation, examination, or study interfere with the Village Property's ongoing use as a vehicle impound lot. In the course of performing any inspection, investigation, examination, or study of the Village Property, Purchaser and its contractors and subcontractors will comply with any and all statutes, laws, ordinances, codes, rules, and regulations applicable to the Village Property. Further, Purchaser will, at Purchaser's sole expense, promptly repair any damage to the Village Property resulting from its inspection, investigation, examination, or study thereof, and, to the extent Purchaser or its contractors and subcontractors alter, damage, or modify the condition of any portion of the Village Property as part of any inspection, Purchaser will restore the Village Property to the same condition that existed on the Effective Date. Purchaser will defend, indemnify and hold Seller harmless from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and court costs) that Seller suffers or incurs as a result of or in connection with Purchaser's inspection of the Village Property or Purchaser's or its contractors or subcontractors entry onto the Village Property hereunder. Prior to any inspection or testing, Purchaser shall deliver to Seller a certificate of insurance evidencing that each contractor or subcontractor performing such investigation and testing at the Village Property has comprehensive general liability insurance written on a "per occurrence" basis with limits of general liability of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, covering such activities on the Village Property and naming Seller as an additional insured party.

(iv) PURCHASER AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, PURCHASER DOES AND WILL ACCEPT THE VILLAGE PROPERTY IN ITS "**AS IS WHERE IS**", WITH ALL FAULTS AND DEFECTS, LATENT AND PATENT, CONDITION AND AGREES AND ACKNOWLEDGES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SELLER SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, HABITABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO ANY PART OR ALL OF THE VILLAGE PROPERTY, INCLUDING, WITHOUT LIMITATION, ITS CURRENT OR FUTURE USE AND/OR DEVELOPMENT, AND APPROVAL OF THE ROW ORDINANCE. PURCHASER

ACKNOWLEDGES THAT PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE VILLAGE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SELLER. CLOSING THIS TRANSACTION SHALL CONSTITUTE ACKNOWLEDGEMENT BY THE PURCHASER THAT PURCHASER HAD THE OPPORTUNITY TO RETAIN INDEPENDENT, QUALIFIED PROFESSIONALS TO INSPECT THE VILLAGE PROPERTY, THAT THE CONDITION OF THE VILLAGE PROPERTY IS ACCEPTABLE TO THE PURCHASER, AND THAT THE SELLER FULLY AND COMPLETELY PERFORMED ALL OF SELLER'S OBLIGATIONS UNDER THIS AGREEMENT. THE PURCHASER AGREES THAT THE SELLER SHALL HAVE NO LIABILITY FOR ANY CLAIMS OR LOSSES THE PURCHASER OR THE PURCHASER'S SUCCESSORS OR ASSIGNS MAY INCUR AS A RESULT OF CONSTRUCTION, ENVIRONMENTAL, OR OTHER DEFECTS WHICH MAY NOW OR HEREAFTER EXIST WITH RESPECT TO THE VILLAGE PROPERTY. THIS SECTION 5(A)(IV) SHALL SURVIVE CLOSING.

(b) Performance by Seller. Seller shall have performed and complied with all terms, provisions, covenants and conditions of this Agreement to have been performed or complied with by Seller prior to or at the Closing, and all representations and warranties made by Seller in this Agreement and in any related document shall be true and correct as of the Effective Date and as of the Closing Date.

(c) Validity of Documents. The instruments executed and delivered to Purchaser by Seller pursuant to this Agreement shall be valid in accordance with their terms and effectively vest in Purchaser good and marketable title to the Village Property as contemplated by this Agreement, free and clear of all liens and encumbrances.

(d) Termination of Leasehold Interests. All leasehold interests, rights or options, if any, in the Village Property shall be terminated.

(e) Absence of Litigation. No litigation, administrative procedure or administrative investigation shall have been commenced, or be pending or threatened or order entered against Seller or Purchaser: (i) challenging or seeking to enjoin the consummation of any of the transactions contemplated by this Agreement; (ii) adversely affecting the Village Property or Purchaser's right to operate or own the Village Property; (iii) adversely impacting Purchaser's performance in accordance with this Agreement's terms; or (iv) seeking to impose upon Purchaser any liability of Seller not assumed by Purchaser in writing.

(f) Municipal Approval. Seller shall have all required approvals and consent to enter into this Agreement, sell, transfer and convey the Village Property to Purchaser and to fulfill all of Seller's obligations pursuant to this Agreement.

(g) ROW Ordinance. Purchaser shall have obtained approval of the ROW Ordinance.

6. Conditions Precedent to Seller's Obligations. Seller shall have the right, at Seller's sole discretion, to unilaterally terminate this Agreement if any of the following occur

(a) The Seller, at the Seller's sole discretion, determines that the sale of the Village Property to the Purchaser or any related transactions are in any way associated with illegal activity of any kind;

(b) The Purchaser fails or is unable to obtain during the Entitlement Period approval of the ROW Ordinance from the Seller's corporate authorities;

(c) The Purchaser and the Seller are unable to agree to terms on a Declaration (as defined below) governing the use and development of the Village Property consistent with this Agreement; or

(d) The Purchaser makes any material misrepresentation to the Seller.

7. Representations, Covenants, Warranties and Agreements of Seller. Seller represents and warrants to Purchaser, to the best of Seller's knowledge, as a material inducement for Purchaser to enter into this Agreement, the following as of the Effective Date and as of the Closing Date:

(a) Except as provided on the Title Commitment, Seller has good and marketable title to the Village Property, free and clear of all liens and encumbrances and there are no unrecorded easements, rights of possession in any third party or any pending or threatened adverse possession claims affecting the Village Property.

(b) Seller has not received any written notice, report or information stating that there is any environmental contamination or hazardous substance at the Village Property or that a violation of any environmental law or regulation exists at the Village Property.

(c) The Village Property is not the subject of any condemnation or eminent domain or similar proceeding or action nor is there a proposal under consideration by any public or governmental authority or entity to commence any such proceeding or action or to use any part of the Village Property.

(d) Seller is exempt from having to pay any real estate taxes, assessments or other liens related to the Property or any state, county or municipal transfer taxes related to this transaction ("Taxes") and Purchaser shall not be obligated to pay such Taxes for the period of time prior to the Closing.

8. Representations, Covenants, Agreements and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller, as a material inducement for Seller to enter into this Agreement, the following as of the Effective Date and as of the Closing Date.

(a) Neither this Agreement nor anything required to be done under this Agreement violates or will violate any contract, agreement or instrument to which Purchaser is a party, and the purchase of the Village Property contemplated under this Agreement does not require the consent of any party which has not been obtained or will not be obtained prior to Closing.

(b) Purchaser has the full right and authority to enter into this Agreement, consummate the purchase of the Village Property and accept the transfer of the Village Property contemplated by this Agreement and any nominee of Purchaser will be duly authorized and empowered to do so.

(c) Purchaser understands and acknowledges that this Agreement is expressly contingent upon Purchaser, before expiration of the Entitlement Period, obtaining the Seller's corporate authorities' approval of the ROW Ordinance. If Purchaser fails to obtain approval of the ROW Ordinance during the Entitlement Period, the Seller may, exercising its sole discretion, unilaterally terminate this Agreement and the Parties' rights, duties, and obligations hereunder, but excluding Purchaser's obligations under Section 5(a)(iii), which shall survive the Agreement's termination.

(d) Purchaser understands and acknowledges that this Agreement is expressly contingent upon a declaration being recorded at Closing against the Village Property limiting the use of the Village Property for Dealership purposes for the time period beginning on the Closing Date and ending on the tenth (10th) year anniversary of the Closing Date ("Declaration"). The Declaration will require the Purchaser to pay to the Seller an amount equaling one hundred twenty five thousand (\$125,000) dollars in the event that (i) the Declarant uses the Village Property for non-Dealership purposes; or (ii) the Purchaser conveys title to all or any portion of the Dealership Site and the Village Property to an entity that uses or intends to use the Village Property for non-Dealership purposes. The Declaration will be in a form approved by the Parties. Purchaser acknowledges and understands that failure to agree to terms on the Declaration before the Closing Date shall authorize the Seller, exercising its sole discretion, to unilaterally terminate this Agreement and the Parties rights, duties, and obligations hereunder, but excluding Purchaser's obligations under Section 5(a)(iii), which shall survive this Agreement's termination.

(e) Purchaser agrees that it will work with the Village and allow the Village to continue to store impounded vehicles on the ROW for up to six months following the Effective Date of this Agreement.

9. Seller's Conduct Pending the Closing. Pending the Closing, and except as otherwise consented to by Purchaser in writing, Seller shall maintain the Village Property in good condition and in the ordinary course of business, consistent with past practice.

10. Closing Documents and Items.

(a) Seller's Deliveries. At Closing, Seller shall deliver to Purchaser the following:

- (i) Closing Statement/HUD-1/Disbursement Statement prepared by Title Company;
- (ii) Warranty Deed;
- (iii) FIRPTA affidavit, acceptable to Purchaser and the Title Company;

- (iv) evidence of Seller's authority to enter into and perform its obligations under this Agreement;
- (v) any documents reasonably required by Title Company in connection with its issuance of the Title Policy; and
- (vi) any other documents that are reasonably necessary or expedient to consummate the transactions contemplated by this Agreement.

(b) Purchaser's Deliveries. At Closing, Purchaser shall deliver to Seller the following:

- (i) the Purchase Price, plus or minus prorations provided herein or credits mutually agreed to between the Parties;
- (ii) a counterpart of the Closing Statement/HUD-1/Disbursement Statement prepared by Title Company;
- (iii) evidence of Purchaser's authority to enter into and perform its obligations under this Agreement;
- (iv) any documents reasonably required by Title Insurer in connection with its issuance of the Title Policy; and
- (v) any other documents that are reasonably necessary or expedient to consummate the transactions contemplated by this Agreement.

11. Possession. Purchaser shall be given exclusive possession of the Village Property on the Closing Date.

12. Closing; Closing Date; Costs.

(a) The closing of the transaction contemplated by this Agreement (the "Closing") shall take place at an office of the Title Company mutually agreed to between the Parties located in the State of Illinois within ten (10) days after the later of the expiration or waiver of the Entitlement Period, unless otherwise agreed to by the Parties. The Closing shall be deemed to be effective at 12:01 a.m., Central Time, on the date of the Closing (the "Closing Date").

(b) Seller shall pay for the cost of the premium for the Title Policy, one-half of the cost of the money escrow agreement, one-half the cost of recording the Declaration, other customary seller charges and other amounts required to be paid by Seller pursuant to this Agreement. Purchaser will pay for the cost of any endorsements to the Title Policy, any state, county, or municipal transfer taxes owed, the cost of any loan title insurance policy, the cost of any money lender's escrow, one-half the cost of the money escrow agreement, one-half the cost of recording the Declaration, the cost of recording the warranty deed from Seller and any loan documents, and other customary purchaser charges and other amounts required to be paid by Purchaser pursuant to this Agreement.

13. Risk of Loss. Until the Closing, and subject to Purchaser's obligations under Section 5(a)(iii), all risk of loss relative to the Village Property, including, but not limited to, all loss occasioned by fire, theft, vandalism, mischief, flood, windstorm, accident, act of God, act of the public enemy or other casualty, shall be borne by Seller. In the event that, prior to the Closing, all or any portion of the Village Property is vandalized or damaged by fire, mischief, flood, wind storm, accident, act of God, act of the public enemy or other casualty, which Seller does not or refuses to repair or correct prior to Closing, Seller shall promptly notify Purchaser in writing of such occurrence, and Purchaser shall have the option to terminate this Agreement or to close the transactions contemplated by this Agreement.

14. Brokers. Seller and Purchaser represent and warrant to each other that each Party has not dealt with any broker in connection with this Agreement. Each Party agrees to defend, indemnify and hold the other Party harmless from and against any and all claims or demands with respect to any finder's fees, brokerage fees, commissions or other compensation asserted by any person, firm or corporation in connection with this Agreement or the transaction contemplated by this Agreement, whether asserted by, through or as a result of the actions of Seller or Purchaser.

15. Default.

(a) In the event of a default by Seller under this Agreement which is not cured within five (5) business days following written notice of such default from Purchaser to Seller, Purchaser may, at its option, as Purchaser's sole choice of remedies, either (i) terminate this Agreement and thereafter neither Party will have any further rights, obligations or liabilities under this Agreement, excluding Purchaser's obligations set forth in Section 5(a)(iii), which shall survive this Agreement's termination, or (ii) bring an action for specific performance to enforce the terms and provisions of this Agreement, it being agreed that Purchaser will not have an adequate remedy at law because of the unique nature of the Village Property.

(b) In the event of a default by Purchaser which is not cured within five (5) business days following written notice of such default from Seller to Purchaser, this Agreement shall terminate and Seller shall be entitled to retain the Earnest Money as liquidated damages, in which event Purchaser and Seller will execute a written direction to Title Company authorizing the Earnest Money to be disbursed to Seller, which will be Seller's sole and exclusive remedy for such default, provided further that Purchaser's obligations in Sections 5(a)(iii) shall survive the termination pursuant to this Section 15(b).

16. Miscellaneous.

(a) Fees and Expenses. Except as otherwise stated in this Agreement, all expenses incurred by the Parties hereto shall be borne solely and entirely by the Party that has incurred such expenses.

(b) Notices. Except as otherwise set forth in this Agreement, all notices, requests, demands and other communications which are required or may be given under this

Agreement by a Party to another Party hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, by email or mailed, first class mail, postage prepaid, return receipt requested, as follows:

if to Purchaser: GWG Realty, LLC
Attn: Jerry Haggerty
330 Roosevelt Road
West Chicago, Illinois 60185
E-mail: j367@aol.com

with a copy to: Mark M. Lyman
Lyman Law Firm
227 West Monroe Street
Suite 2650
Chicago, Illinois 60606
Email: mark@lymanlawus.com

if to Seller:

Village of Glen Ellyn
Attn: Mark Franz, Village Manager
535 Duane Street
Glen Ellyn, Illinois 60137
Email: mfranz@glenellyn.org

with a copy to:

Village of Glen Ellyn
Attn: Greg Mathews, Village Attorney
535 Duane Street
Glen Ellyn, Illinois 60137
Email: gmathews@glenellyn.org

or to such other address as either Party shall have specified by notice in writing to the other Party. All such notices, requests, demands and communications shall be deemed to have been received on the date of personal delivery or email with reasonable proof of delivery and receipt thereof upon request, and on the third business day after the mailing thereof.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original counterpart, and shall become a binding agreement when each Party shall have executed one counterpart and delivered it to the other Party.

(d) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs and lawful assigns. No Party may assign or delegate this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed, provided, however any consent by Seller

may require that Purchaser remain obligated for all of the assignee's obligations pursuant to this Agreement.

(e) Modification and Prior Agreements. This Agreement cannot be amended, supplemented, altered or otherwise modified, unless done so in writing, signed by duly authorized representatives of the Parties. This Agreement supersedes and replaces all other agreements entered into prior to the Effective Date and each prior agreement, addendum, writing or other understanding between the Parties related to the transaction contemplated herein shall be null and void.

(f) Waiver. No provision of this Agreement shall be waived by any Party hereto, unless such waiver is in writing, signed by a duly authorized representative of the Party against whom such waiver is sought to be enforced. A waiver by any Party of any breach or failure to comply with any provision of this Agreement by another Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach or failure to comply with any other provision of this Agreement.

(g) Severability. The Parties believe that every provision of this Agreement is effective and valid under applicable law, and whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid. If any provision of this Agreement is held, in whole or in part, to be invalid, the remainder of such provision and this Agreement shall remain in full force and effect, with the offensive term or condition being stricken to the extent necessary to comply with any conflicting law.

(h) No Strict Construction. Each of the Parties confirms that they and their counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties and no rule of strict construction shall be applied against any person.

(i) Time of Essence. Time is of the essence in this Agreement.

(j) Headings. The headings used herein have been used for the convenience of the Parties and are not to be used in construing this Agreement.

(k) Applicable Law. The terms and conditions of this Agreement shall be governed, construed, interpreted and enforced in accordance with the domestic laws of the State of Illinois, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Illinois. Venue for all disputes arising under or relating to this Agreement shall be the Illinois Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement is entered into by the Parties hereto as of the Effective Date.

SELLER:

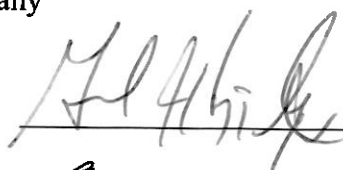
Village of Glen Ellyn,
a municipal corporation

By: _____

Its: _____

PURCHASER:

GWG Realty, LLC, an Illinois limited liability
company

By:  _____

Its: Owner, Managing Member

EXHIBIT A1

Legal Description for Property

VILLAGE OWNED PROPERTY:

LOTS 15 AND 27 IN BLOCK 14 IN GLEN ELLYN MANOR, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER (EXCEPT THE WEST 13.50 CHAINS THEREOF) OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1922 AS DOCUMENT 153289, IN DUPAGE COUNTY, ILLINOIS.

VILLAGE RIGHT OF WAY:

THAT PART OF 60 FOOT WIDE KENILWORTH AVENUE LYING WEST OF AND ADJOINING LOTS 26, 27, 28, 29, 30, 31, 32, 33, 34, AND 35 IN BLOCK 14 AND LYING EAST OF AND ADJOINING LOTS 7, 8, 9, 10, 11, 12, 13, 14, 15, AND 16 IN BLOCK 15, ALL IN GLEN ELLYN MANOR, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER (EXCEPT THE WEST 13.50 CHAINS THEREOF) OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1922 AS DOCUMENT 153289, IN DUPAGE COUNTY, ILLINOIS.

Exhibit A2 - Depiction of Property

6/29/2020

Parcel Viewer



Exhibit A3 - Depiction Right of Way

6/29/2020

Parcel Viewer

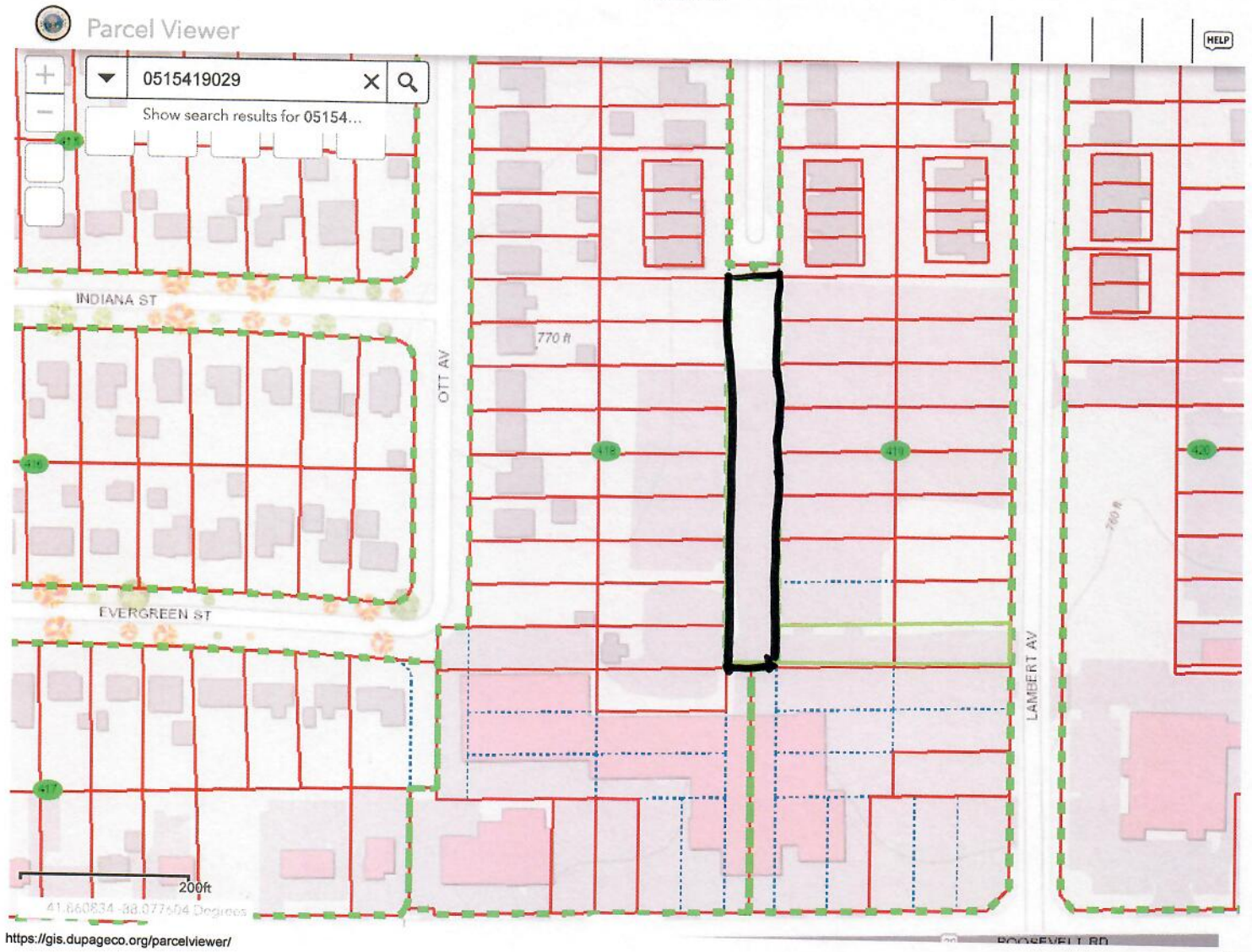




EXHIBIT B





**CONFIDENTIAL MEMORANDUM
ATTORNEY-CLIENT PRIVILEGED COMMUNICATION**

TO: President and Board of Trustees
Mark Franz, Village Manager

FROM: Greg Mathews, Village Attorney

DATE: March 19, 2021

RE: Sale of Village Property and Vacation of Right of Way to Haggerty Chevrolet

Over the last year, Village Management has been discussing the possibility of selling public property to assist with a potential expansion of Haggerty Chevrolet of Glen Ellyn located at 300 Roosevelt Road. The owner, Jerry Haggerty, has operated this business in the community for decades and is interested in positioning his business for future expansion. Haggerty Chevrolet is an important part of the Glen Ellyn business community as it anchors a key corner on the Roosevelt Road commercial corridor and provides considerable sales and property taxes to the community. In addition, Jerry has been extremely generous over the years in terms of supporting the Chamber and community events.

Haggerty has requested to purchase Village ROW and two Village owned lots (Kenilworth right of way, running north and south, and the two lots north of and abutting the Haggerty property) to have these properties assembled into the adjacent automobile dealership holdings. A map showing the location of the areas to be sold and vacated is attached. The lots have no addresses but have PIN numbers, 0515419029 and 0515419014, and are used as access to the Kenilworth ROW. The Kenilworth ROW is currently used by the Village for storing vehicles impounded by the Police Department. Note that Haggerty owns all the lots abutting the Kenilworth Right of Way on the east and west sides.

The business is interested in the property to allow the dealership to best position itself for an opportunity to expand through application to the process of General Motors Corporate. If this dealership expansion is approved by GM and occurs, the Village would benefit from an increase in sales and property tax, significant improvements to the site and area, and the ability to solidify an auto dealer on Roosevelt Rd. for the foreseeable future. The Village frequently sells unneeded or undervalued property once the Village determines we no longer need the property for a public purpose, and this property falls into that category. However, the Village will lose some leverage on controlling the use of the property in the future. Staff believes this may be a risk worth taking. The Zoning Code, Subdivision regulations and the public approval process will play an important role in whatever fashion this property is developed if it not used as an auto dealership.

The Village commissioned an appraisal which valued the property at \$250K. Haggerty did its own appraisal and valued the property at \$140K. Haggerty is offering \$111,051, to be paid in cash at closing, with a caveat that if the property is sold for a non-dealership use within 10 years, an

This Memorandum constitutes an attorney/client privileged communication and should not be distributed to anyone outside of the Village Board and Village Staff and further should not be quoted verbatim in any Public Forum.



**CONFIDENTIAL MEMORANDUM
ATTORNEY-CLIENT PRIVILEGED COMMUNICATION**

additional \$125K would be paid to the Village. Staff is requesting authority to sell this property to Haggerty under the terms set forth in the proposed Agreement.

Attachments:

1. GIS Location Map
2. Proposed Agreement for Purchase and Sale

This Memorandum constitutes an attorney/client privileged communication and should not be distributed to anyone outside of Commissioners of the Plan Commission and Village Staff and further should not be quoted verbatim in any Public Forum.

Attachment 1



AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT FOR PURCHASE AND SALE ("Agreement") is made and entered into this ____ day of March 2021 ("Effective Date") by and among the Village of Glen Ellyn, an Illinois municipal corporation and home rule unit of local government ("Seller") and GWG Realty, LLC, an Illinois limited liability company ("Purchaser") (the Seller and Purchaser are collectively referred to as the "Parties" and sometimes individually referred to as a "Party").

RECITALS

WHEREAS, Seller is the fee owner of certain property generally located north of the intersection of Roosevelt Road and Lambert Avenue in Glen Ellyn, Illinois, legally described on Exhibit A1 and depicted on Exhibit A2 ("Property"); and

WHEREAS, Seller has jurisdiction over that portion of the Kenilworth Avenue right of way generally located west of and adjacent to the Property as depicted on Exhibit A3 ("Right of Way") (collectively, the Property and the Right of Way are the "Village Property"); and

WHEREAS, Purchaser owns, operates and seeks to expand an automobile dealership that sells and services new and used automobiles and provides other related automobile services on property commonly known as 300 Roosevelt Road, Glen Ellyn, Illinois which property is generally located south of and adjacent to the Village Property and other certain property generally located north of said property, as depicted on Exhibit B ("Dealership Site"); and

WHEREAS, Purchaser owns certain property generally located north of the Dealership Site, as depicted on Exhibit B ("Dealership Owned Land") (collectively, the Dealership Site and Dealership Owned Land are the "Dealership Property"); and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Village Property upon and subject to the terms and conditions hereinafter set forth for use in conjunction with and as a part of a new and used automobile dealership operated at the Dealership Site ("Dealership"); and

WHEREAS, the State of Illinois Constitution ("Constitution") (Art. VII, Sec. 6(a)) provides that the Seller, as a home rule municipality, may exercise any power and perform any function pertaining to its government affairs, including, without limitation, the power to regulate for the protection of the public health, safety, morals, and welfare, the power to license, the power to tax, and the power to incur debt; and

WHEREAS, the Constitution (Art. VII, Sec. 10; Art VIII) authorizes the Seller to enter agreements with individuals and organizations and to use public funds for public purposes; and

WHEREAS, the Illinois Municipal Code (65 ILCS 5/8-1-2.5) authorizes the Seller to appropriate and expend funds for economic development purposes, including, without limitation, making grants necessary to promote economic development in the Village of Glen Ellyn; and

WHEREAS, Village of Glen Ellyn Municipal Code Section 1-14-1, *et seq.*, authorizes the Seller to sell property for redevelopment purposes; and

WHEREAS, the Parties wish to enter into this Agreement setting forth the terms and conditions applicable to the Purchaser's acquisition of the Village Property and redevelopment and use of the Village Property in conjunction with the Dealership operations at the Dealership Site;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals and all exhibits attached to this Agreement are incorporated as though fully set forth in this Section 1.

2. Purchase and Sale.

(a) Property. Purchaser agrees to buy and acquire from Seller, and Seller agrees to sell, transfer, convey and deliver to Purchaser by recordable warranty deed, free and clear of all liens, excluding those accepted by the Purchaser, the Property, which encompasses the Right of Way and approximately 13,500 square feet of paved property which provides access between Lambert Avenue and the Right of Way, together with and all privileges, easements and appurtenances in any way belonging or appertaining to the Property that the Seller can unilaterally convey, including all mineral, oil, gas and air and water rights relating to the Property and all rights, title and interests in and to any street, road, alley, and rights-of-way on the Property.

(b) Right of Way. Purchaser agrees to buy and acquire from Seller, and Seller agrees to vacate and convey to Purchaser the Right of Way (i) in accordance with and pursuant to the terms of the ROW Ordinance (defined below) approved by the Seller's corporate authorities during the Entitlement Period (defined below) and (ii) upon Purchaser's payment of the Purchase Price (defined below).

3. Purchase Price, Earnest Money, and Real Estate Taxes.

(a) Purchase Price. The purchase price for the Village Property is One Hundred Eleven Thousand Fifty One and 00/100 Dollars (\$111,051.00), plus or minus prorations and credits as required herein, if any ("Purchase Price"). At Closing (defined below), Purchaser shall pay Seller, in cash or readily available funds, the Purchase Price.

(b) Earnest Money. Upon execution of this Agreement, Purchaser shall deposit Ten Thousand and 00/100 Dollars (\$10,000.00) as earnest money ("Earnest Money") to be held in an escrow account by the Title Company (defined below) pursuant to its standard form of strict joint order escrow instructions and applied toward the Purchase Price at Closing. The balance of the Purchase Price, with prorations and adjustments as provided for herein, shall be paid by Purchaser at Closing. In the event this Agreement is terminated by Purchaser as permitted herein, Seller agrees to direct the Title Company in writing to pay the Earnest Money to Purchaser. In the event Purchaser fails to acquire the Village Property as required herein or otherwise comply

with this Agreement's terms, Purchaser agrees to direct the Title Company to pay the Earnest Money to the Seller.

(c) Real Estate Taxes. Purchaser shall not be responsible for any real estate taxes, assessments or liens related to the Property for the period of time prior to the Closing Date. Purchaser shall be responsible for all real estate taxes and assessments related to the Property which are levied after the Closing Date. The transfer of the Property is exempt from any Real Estate Transfer Tax.

4. Title Commitment and Survey.

(a) Title Commitment. Seller shall, within three (3) days after the Effective Date, order a title commitment ("Title Commitment") for an Owner's Policy of Title ("Title Policy") issued by Chicago Title Insurance Company or other title company mutually agreed to by the Parties ("Title Company") for the Village Property and copies of all recorded documents listed in the Title Commitment.

Purchaser may, within ten (10) days after receipt of the Title Commitment, deliver to Seller a notice of the objections that Purchaser may have to anything contained or set forth in or disclosed by the Title Commitment ("Unpermitted Exceptions"). If Purchaser delivers notice of any Unpermitted Exceptions to Seller, Seller may, within ten (10) days thereafter, elect to eliminate or satisfy the Unpermitted Exceptions to the satisfaction of Purchaser. If Seller is unable or unwilling to correct the Unpermitted Exceptions, then Purchaser shall have the right, at its election, but as its sole and exclusive remedy to either (i) waive the Unpermitted Exceptions and accept title to the Village Property subject to such Unpermitted Exceptions (in which case the Unpermitted Exceptions shall be deemed "Permitted Exceptions") or (ii) terminate this Agreement, except for Purchaser's obligations under Section 5(a)(iii), which shall survive the Agreement's termination.

5. Conditions Precedent to Purchaser's Obligations. Purchaser's obligations under this Agreement shall be subject to the fulfillment prior to the Closing or such other date as provided herein of each of the following conditions:

(a) Due Diligence, Inspection.

(i) Purchaser may, at its sole cost and expense, conduct any reasonable inspections, tests, and studies related to the condition of the Village Property or obtain a survey of the Village Property as Purchaser deems necessary ("Due Diligence") for a period of thirty (30) days after the Effective Date ("Due Diligence Period"). Further, Purchaser shall, at its sole cost and expense, make appropriate inquiries, file all necessary applications, and obtain the Seller's corporate authorities' approval of an ordinance vacating the Right of Way ("ROW Ordinance") during the time period beginning on the Effective Date and ending sixty (60) days later ("Entitlement Period").

(ii) In the event Purchaser deems the results of Purchaser's Due Diligence to be unsatisfactory, for no reason or for any reason whatsoever, Purchaser may terminate this Agreement by delivering written notice of such termination to Seller prior to the expiration of the Due Diligence Period or if the ROW Ordinance is not approved prior to the

expiration of the Entitlement Period, Purchaser may terminate this Agreement by delivering written notice of such termination to Seller prior to the expiration of the Entitlement Period and after termination neither Party will have any further rights, obligations or liabilities under this Agreement except as otherwise provided in Section 5(a)(iii) of this Agreement. The failure by Purchaser to timely terminate this Agreement by so notifying Seller in writing pursuant to the terms of this Section 5(a)(ii) will be deemed a waiver of Purchaser's right to terminate this Agreement pursuant to this Section 5(a)(ii).

(iii) Purchaser may conduct or cause to be conducted any reasonable physical investigation, examination or study of the Village Property as part of its Due Diligence; however, (i) Purchaser shall notify the Seller, which may be telephonically to Mark Franz, Village Manager, at least five (5) days before conducting any excavation or related investigation, examination, or study; and (ii) in no event shall Purchaser's investigation, examination, or study interfere with the Village Property's ongoing use as a vehicle impound lot. In the course of performing any inspection, investigation, examination, or study of the Village Property, Purchaser and its contractors and subcontractors will comply with any and all statutes, laws, ordinances, codes, rules, and regulations applicable to the Village Property. Further, Purchaser will, at Purchaser's sole expense, promptly repair any damage to the Village Property resulting from its inspection, investigation, examination, or study thereof, and, to the extent Purchaser or its contractors and subcontractors alter, damage, or modify the condition of any portion of the Village Property as part of any inspection, Purchaser will restore the Village Property to the same condition that existed on the Effective Date. Purchaser will defend, indemnify and hold Seller harmless from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and court costs) that Seller suffers or incurs as a result of or in connection with Purchaser's inspection of the Village Property or Purchaser's or its contractors or subcontractors entry onto the Village Property hereunder. Prior to any inspection or testing, Purchaser shall deliver to Seller a certificate of insurance evidencing that each contractor or subcontractor performing such investigation and testing at the Village Property has comprehensive general liability insurance written on a "per occurrence" basis with limits of general liability of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, covering such activities on the Village Property and naming Seller as an additional insured party.

(iv) PURCHASER AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, PURCHASER DOES AND WILL ACCEPT THE VILLAGE PROPERTY IN ITS "AS IS WHERE IS", WITH ALL FAULTS AND DEFECTS, LATENT AND PATENT, CONDITION AND AGREES AND ACKNOWLEDGES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SELLER SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, HABITABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO ANY PART OR ALL OF THE VILLAGE PROPERTY, INCLUDING, WITHOUT LIMITATION, ITS CURRENT OR FUTURE USE AND/OR DEVELOPMENT, AND APPROVAL OF THE ROW ORDINANCE. PURCHASER

ACKNOWLEDGES THAT PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE VILLAGE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SELLER. CLOSING THIS TRANSACTION SHALL CONSTITUTE ACKNOWLEDGEMENT BY THE PURCHASER THAT PURCHASER HAD THE OPPORTUNITY TO RETAIN INDEPENDENT, QUALIFIED PROFESSIONALS TO INSPECT THE VILLAGE PROPERTY, THAT THE CONDITION OF THE VILLAGE PROPERTY IS ACCEPTABLE TO THE PURCHASER, AND THAT THE SELLER FULLY AND COMPLETELY PERFORMED ALL OF SELLER'S OBLIGATIONS UNDER THIS AGREEMENT. THE PURCHASER AGREES THAT THE SELLER SHALL HAVE NO LIABILITY FOR ANY CLAIMS OR LOSSES THE PURCHASER OR THE PURCHASER'S SUCCESSORS OR ASSIGNS MAY INCUR AS A RESULT OF CONSTRUCTION, ENVIRONMENTAL, OR OTHER DEFECTS WHICH MAY NOW OR HEREAFTER EXIST WITH RESPECT TO THE VILLAGE PROPERTY. THIS SECTION 5(A)(IV) SHALL SURVIVE CLOSING.

(b) Performance by Seller. Seller shall have performed and complied with all terms, provisions, covenants and conditions of this Agreement to have been performed or complied with by Seller prior to or at the Closing, and all representations and warranties made by Seller in this Agreement and in any related document shall be true and correct as of the Effective Date and as of the Closing Date.

(c) Validity of Documents. The instruments executed and delivered to Purchaser by Seller pursuant to this Agreement shall be valid in accordance with their terms and effectively vest in Purchaser good and marketable title to the Village Property as contemplated by this Agreement, free and clear of all liens and encumbrances.

(d) Termination of Leasehold Interests. All leasehold interests, rights or options, if any, in the Village Property shall be terminated.

(e) Absence of Litigation. No litigation, administrative procedure or administrative investigation shall have been commenced, or be pending or threatened or order entered against Seller or Purchaser: (i) challenging or seeking to enjoin the consummation of any of the transactions contemplated by this Agreement; (ii) adversely affecting the Village Property or Purchaser's right to operate or own the Village Property; (iii) adversely impacting Purchaser's performance in accordance with this Agreement's terms; or (iv) seeking to impose upon Purchaser any liability of Seller not assumed by Purchaser in writing.

(f) Municipal Approval. Seller shall have all required approvals and consent to enter into this Agreement, sell, transfer and convey the Village Property to Purchaser and to fulfill all of Seller's obligations pursuant to this Agreement.

(g) ROW Ordinance. Purchaser shall have obtained approval of the ROW Ordinance.

6. Conditions Precedent to Seller's Obligations. Seller shall have the right, at Seller's sole discretion, to unilaterally terminate this Agreement if any of the following occur

(a) The Seller, at the Seller's sole discretion, determines that the sale of the Village Property to the Purchaser or any related transactions are in any way associated with illegal activity of any kind;

(b) The Purchaser fails or is unable to obtain during the Entitlement Period approval of the ROW Ordinance from the Seller's corporate authorities;

(c) The Purchaser and the Seller are unable to agree to terms on a Declaration (as defined below) governing the use and development of the Village Property consistent with this Agreement; or

(d) The Purchaser makes any material misrepresentation to the Seller.

7. Representations, Covenants, Warranties and Agreements of Seller. Seller represents and warrants to Purchaser, to the best of Seller's knowledge, as a material inducement for Purchaser to enter into this Agreement, the following as of the Effective Date and as of the Closing Date:

(a) Except as provided on the Title Commitment, Seller has good and marketable title to the Village Property, free and clear of all liens and encumbrances and there are no unrecorded easements, rights of possession in any third party or any pending or threatened adverse possession claims affecting the Village Property.

(b) Seller has not received any written notice, report or information stating that there is any environmental contamination or hazardous substance at the Village Property or that a violation of any environmental law or regulation exists at the Village Property.

(c) The Village Property is not the subject of any condemnation or eminent domain or similar proceeding or action nor is there a proposal under consideration by any public or governmental authority or entity to commence any such proceeding or action or to use any part of the Village Property.

(d) Seller is exempt from having to pay any real estate taxes, assessments or other liens related to the Property or any state, county or municipal transfer taxes related to this transaction ("Taxes") and Purchaser shall not be obligated to pay such Taxes for the period of time prior to the Closing.

8. Representations, Covenants, Agreements and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller, as a material inducement for Seller to enter into this Agreement, the following as of the Effective Date and as of the Closing Date.

(a) Neither this Agreement nor anything required to be done under this Agreement violates or will violate any contract, agreement or instrument to which Purchaser is a party, and the purchase of the Village Property contemplated under this Agreement does not require the consent of any party which has not been obtained or will not be obtained prior to Closing.

(b) Purchaser has the full right and authority to enter into this Agreement, consummate the purchase of the Village Property and accept the transfer of the Village Property contemplated by this Agreement and any nominee of Purchaser will be duly authorized and empowered to do so.

(c) Purchaser understands and acknowledges that this Agreement is expressly contingent upon Purchaser, before expiration of the Entitlement Period, obtaining the Seller's corporate authorities' approval of the ROW Ordinance. If Purchaser fails to obtain approval of the ROW Ordinance during the Entitlement Period, the Seller may, exercising its sole discretion, unilaterally terminate this Agreement and the Parties' rights, duties, and obligations hereunder, but excluding Purchaser's obligations under Section 5(a)(iii), which shall survive the Agreement's termination.

(d) Purchaser understands and acknowledges that this Agreement is expressly contingent upon a declaration being recorded at Closing against the Village Property limiting the use of the Village Property for Dealership purposes for the time period beginning on the Closing Date and ending on the tenth (10th) year anniversary of the Closing Date ("Declaration"). The Declaration will require the Purchaser to pay to the Seller an amount equaling one hundred twenty five thousand (\$125,000) dollars in the event that (i) the Declarant uses the Village Property for non-Dealership purposes; or (ii) the Purchaser conveys title to all or any portion of the Dealership Site and the Village Property to an entity that uses or intends to use the Village Property for non-Dealership purposes. The Declaration will be in a form approved by the Parties. Purchaser acknowledges and understands that failure to agree to terms on the Declaration before the Closing Date shall authorize the Seller, exercising its sole discretion, to unilaterally terminate this Agreement and the Parties rights, duties, and obligations hereunder, but excluding Purchaser's obligations under Section 5(a)(iii), which shall survive this Agreement's termination.

(e) Purchaser agrees that it will work with the Village and allow the Village to continue to store impounded vehicles on the ROW for up to six months following the Effective Date of this Agreement.

9. Seller's Conduct Pending the Closing. Pending the Closing, and except as otherwise consented to by Purchaser in writing, Seller shall maintain the Village Property in good condition and in the ordinary course of business, consistent with past practice.

10. Closing Documents and Items.

(a) Seller's Deliveries. At Closing, Seller shall deliver to Purchaser the following:

- (i) Closing Statement/HUD-1/Disbursement Statement prepared by Title Company;
- (ii) Warranty Deed;
- (iii) FIRPTA affidavit, acceptable to Purchaser and the Title Company;

- (iv) evidence of Seller's authority to enter into and perform its obligations under this Agreement;
- (v) any documents reasonably required by Title Company in connection with its issuance of the Title Policy; and
- (vi) any other documents that are reasonably necessary or expedient to consummate the transactions contemplated by this Agreement.

following: (b) Purchaser's Deliveries. At Closing, Purchaser shall deliver to Seller the

- (i) the Purchase Price, plus or minus prorations provided herein or credits mutually agreed to between the Parties;
- (ii) a counterpart of the Closing Statement/HUD-1/Disbursement Statement prepared by Title Company;
- (iii) evidence of Purchaser's authority to enter into and perform its obligations under this Agreement;
- (iv) any documents reasonably required by Title Insurer in connection with its issuance of the Title Policy; and
- (v) any other documents that are reasonably necessary or expedient to consummate the transactions contemplated by this Agreement.

11. Possession. Purchaser shall be given exclusive possession of the Village Property on the Closing Date.

12. Closing; Closing Date; Costs.

(a) The closing of the transaction contemplated by this Agreement (the "Closing") shall take place at an office of the Title Company mutually agreed to between the Parties located in the State of Illinois within ten (10) days after the later of the expiration or waiver of the Entitlement Period, unless otherwise agreed to by the Parties. The Closing shall be deemed to be effective at 12:01 a.m., Central Time, on the date of the Closing (the "Closing Date").

(b) Seller shall pay for the cost of the premium for the Title Policy, one-half of the cost of the money escrow agreement, one-half the cost of recording the Declaration, other customary seller charges and other amounts required to be paid by Seller pursuant to this Agreement. Purchaser will pay for the cost of any endorsements to the Title Policy, any state, county, or municipal transfer taxes owed, the cost of any loan title insurance policy, the cost of any money lender's escrow, one-half the cost of the money escrow agreement, one-half the cost of recording the Declaration, the cost of recording the warranty deed from Seller and any loan documents, and other customary purchaser charges and other amounts required to be paid by Purchaser pursuant to this Agreement.

13. Risk of Loss. Until the Closing, and subject to Purchaser's obligations under Section 5(a)(iii), all risk of loss relative to the Village Property, including, but not limited to, all loss occasioned by fire, theft, vandalism, mischief, flood, windstorm, accident, act of God, act of the public enemy or other casualty, shall be borne by Seller. In the event that, prior to the Closing, all or any portion of the Village Property is vandalized or damaged by fire, mischief, flood, wind storm, accident, act of God, act of the public enemy or other casualty, which Seller does not or refuses to repair or correct prior to Closing, Seller shall promptly notify Purchaser in writing of such occurrence, and Purchaser shall have the option to terminate this Agreement or to close the transactions contemplated by this Agreement.

14. Brokers. Seller and Purchaser represent and warrant to each other that each Party has not dealt with any broker in connection with this Agreement. Each Party agrees to defend, indemnify and hold the other Party harmless from and against any and all claims or demands with respect to any finder's fees, brokerage fees, commissions or other compensation asserted by any person, firm or corporation in connection with this Agreement or the transaction contemplated by this Agreement, whether asserted by, through or as a result of the actions of Seller or Purchaser.

15. Default.

(a) In the event of a default by Seller under this Agreement which is not cured within five (5) business days following written notice of such default from Purchaser to Seller, Purchaser may, at its option, as Purchaser's sole choice of remedies, either (i) terminate this Agreement and thereafter neither Party will have any further rights, obligations or liabilities under this Agreement, excluding Purchaser's obligations set forth in Section 5(a)(iii), which shall survive this Agreement's termination, or (ii) bring an action for specific performance to enforce the terms and provisions of this Agreement, it being agreed that Purchaser will not have an adequate remedy at law because of the unique nature of the Village Property.

(b) In the event of a default by Purchaser which is not cured within five (5) business days following written notice of such default from Seller to Purchaser, this Agreement shall terminate and Seller shall be entitled to retain the Earnest Money as liquidated damages, in which event Purchaser and Seller will execute a written direction to Title Company authorizing the Earnest Money to be disbursed to Seller, which will be Seller's sole and exclusive remedy for such default, provided further that Purchaser's obligations in Sections 5(a)(iii) shall survive the termination pursuant to this Section 15(b).

16. Miscellaneous.

(a) Fees and Expenses. Except as otherwise stated in this Agreement, all expenses incurred by the Parties hereto shall be borne solely and entirely by the Party that has incurred such expenses.

(b) Notices. Except as otherwise set forth in this Agreement, all notices, requests, demands and other communications which are required or may be given under this

Agreement by a Party to another Party hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, by email or mailed, first class mail, postage prepaid, return receipt requested, as follows:

if to Purchaser: GWG Realty, LLC
Attn: Jerry Haggerty
330 Roosevelt Road
West Chicago, Illinois 60185
E-mail: j367@aol.com

with a copy to: Mark M. Lyman
Lyman Law Firm
227 West Monroe Street
Suite 2650
Chicago, Illinois 60606
Email: mark@lymanlawus.com

if to Seller:

Village of Glen Ellyn
Attn: Mark Franz, Village Manager
535 Duane Street
Glen Ellyn, Illinois 60137
Email: mfranz@glenellyn.org

with a copy to:

Village of Glen Ellyn
Attn: Greg Mathews, Village Attorney
535 Duane Street
Glen Ellyn, Illinois 60137
Email: gmathews@glenellyn.org

or to such other address as either Party shall have specified by notice in writing to the other Party. All such notices, requests, demands and communications shall be deemed to have been received on the date of personal delivery or email with reasonable proof of delivery and receipt thereof upon request, and on the third business day after the mailing thereof.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original counterpart, and shall become a binding agreement when each Party shall have executed one counterpart and delivered it to the other Party.

(d) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs and lawful assigns. No Party may assign or delegate this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed, provided, however any consent by Seller

may require that Purchaser remain obligated for all of the assignee's obligations pursuant to this Agreement.

(e) Modification and Prior Agreements. This Agreement cannot be amended, supplemented, altered or otherwise modified, unless done so in writing, signed by duly authorized representatives of the Parties. This Agreement supersedes and replaces all other agreements entered into prior to the Effective Date and each prior agreement, addendum, writing or other understanding between the Parties related to the transaction contemplated herein shall be null and void.

(f) Waiver. No provision of this Agreement shall be waived by any Party hereto, unless such waiver is in writing, signed by a duly authorized representative of the Party against whom such waiver is sought to be enforced. A waiver by any Party of any breach or failure to comply with any provision of this Agreement by another Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach or failure to comply with any other provision of this Agreement.

(g) Severability. The Parties believe that every provision of this Agreement is effective and valid under applicable law, and whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid. If any provision of this Agreement is held, in whole or in part, to be invalid, the remainder of such provision and this Agreement shall remain in full force and effect, with the offensive term or condition being stricken to the extent necessary to comply with any conflicting law.

(h) No Strict Construction. Each of the Parties confirms that they and their counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties and no rule of strict construction shall be applied against any person.

(i) Time of Essence. Time is of the essence in this Agreement.

(j) Headings. The headings used herein have been used for the convenience of the Parties and are not to be used in construing this Agreement.

(k) Applicable Law. The terms and conditions of this Agreement shall be governed, construed, interpreted and enforced in accordance with the domestic laws of the State of Illinois, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Illinois. Venue for all disputes arising under or relating to this Agreement shall be the Illinois Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement is entered into by the Parties hereto as of the Effective Date.

SELLER:

Village of Glen Ellyn,
a municipal corporation

By: _____

Its: _____

PURCHASER:

GWG Realty, LLC, an Illinois limited liability
company

By:  _____

Its: Owner, Managing Member

EXHIBIT A1

Legal Description for Property

VILLAGE OWNED PROPERTY:

LOTS 15 AND 27 IN BLOCK 14 IN GLEN ELLYN MANOR, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER (EXCEPT THE WEST 13.50 CHAINS THEREOF) OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1922 AS DOCUMENT 153289, IN DUPAGE COUNTY, ILLINOIS.

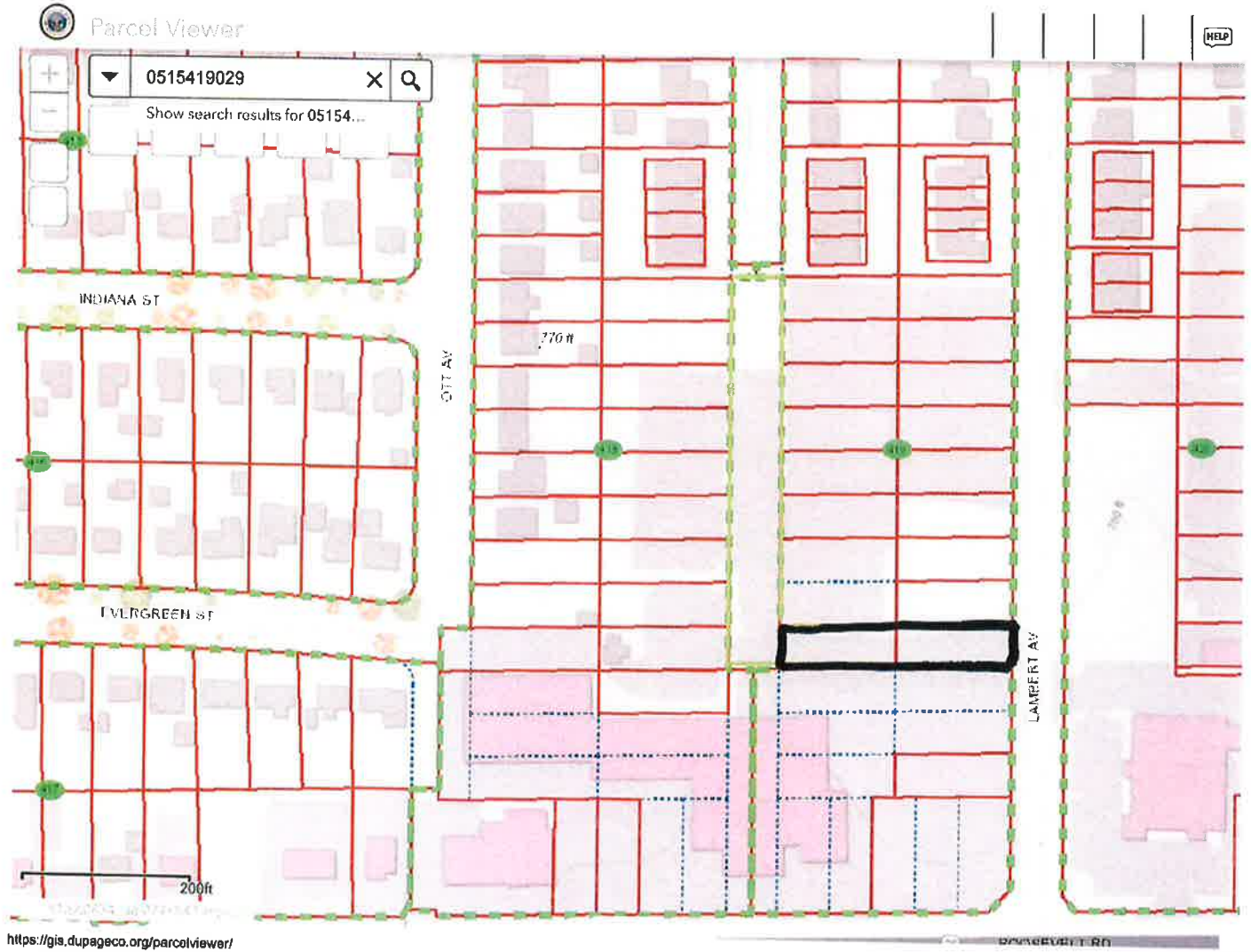
VILLAGE RIGHT OF WAY:

THAT PART OF 60 FOOT WIDE KENILWORTH AVENUE LYING WEST OF AND ADJOINING LOTS 26, 27, 28, 29, 30, 31, 32, 33, 34, AND 35 IN BLOCK 14 AND LYING EAST OF AND ADJOINING LOTS 7, 8, 9, 10, 11, 12, 13, 14, 15, AND 16 IN BLOCK 15, ALL IN GLEN ELLYN MANOR, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER (EXCEPT THE WEST 13.50 CHAINS THEREOF) OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1922 AS DOCUMENT 153289, IN DUPAGE COUNTY, ILLINOIS.

Exhibit A2 - Depiction of Property

6/29/2020

Parcel Viewer



1/1

Exhibit A3 - Depiction Right of Way

6/29/2020

Parcel Viewer



1/1

Exhibit B - Dealership Site





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

Meeting 3/22/2021 7:00 PM
Department: Public Works
Department Head: Julius Hansen
Category: Ordinance
Prepared By: Thomas Topor

**AGENDA ITEM (ID
2021-988)**

DOC ID: 2021-988

Motion to Approve Ordinance No. 6861, An Ordinance Adopting the Central Business District Streetscape Design Concept and Streetscape Elements Plan for the Village of Glen Ellyn, Illinois

Statement of the Issue:

Staff herein provides a summary of the final design concepts, overall project cost and budget, high level schedule for Phase 1 construction, and latest 3D video renderings of the project. Also provided for Village Board review and approval is an Ordinance Adopting the Central Business District Streetscape Design Concept and Streetscape Elements Plan and commemorating project decisions made.

Analysis:

Over the course of the last 2 ½ years, the design consultants, lead by Civiltech Engineering, have worked on developing design concepts and preliminary plans for the downtown streetscape and utility improvements project. By virtue of size and importance of the project, the streetscape design concepts were developed through an inclusive and exhaustive process that ensured that all known options of streetscape elements have been genuinely vetted, reviewed for long-term performance and maintenance, while being supported by the general public and key stakeholders to best represent the vision of downtown Glen Ellyn.

The design concepts were developed with direction and assistance from Village Staff, a Steering Committee, and Village Commissions including the Historic Preservation Commission, Environmental Commission, and Capital Improvements Commission, who helped formulate and provide specific recommendations to the Village Board. The concepts were developed with contributions from key stakeholders, including the Alliance of Downtown Glen Ellyn, Glen Ellyn Chamber of Commerce, local government partners such as the Glen Ellyn Public Library, and input from individual downtown businesses, customers and Glen Ellyn residents as a whole. Lastly, the design concepts were made possible by continued input, support, and ultimate approval from the Glen Ellyn Village Board.

The attached presentation aims at capturing the design elements agreed upon by the Village Board during prior Village Board workshops, including the latest decisions made at the February

16, Village Board Workshop and summarized herein.

Brick Paver Pattern to be used along back of curb In “Narrow Sidewalk” areas

The consensus by the Village Board is to implement the use of Narrow Band Option 1 (16” Band of Pavers in Running Bond Pattern)

Decorative Crosswalks

Consensus by the Village Board was to install clay brick pavers on concrete slab base with concrete collar in crosswalk locations.

Historic Sidewalk Plaques

The consensus by the Village Board is to implement the use of 16”x16” Historical Plaques positioned on a 45 degree angle. Members of the Board also made note that a clear process in place in terms of how the initial plaque installations get approved and how future installations may get approved as time goes on and future historical events occur and we desire to commemorate them. The attached letter prepared by the Mr. Dan Anderson who is leading historic sidewalk plaques efforts on behalf of the Historical Society provides an overview of these processes. Additionally, the topic of historic sidewalk plaques is on an agenda for the March 18th Historic Preservation Commission meeting for their input and recommendations and will be reported to the Village Board at the March 22, 2021 meeting.

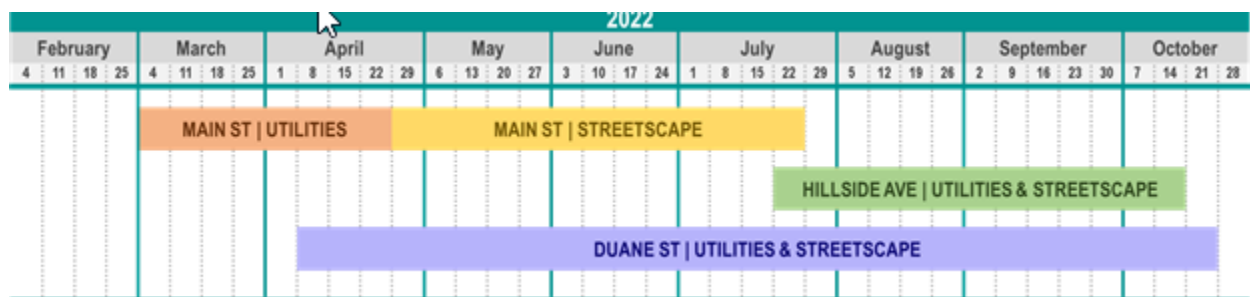
Construction Schedule

The schedule was discussed with the Village Board on February 16, 2021 with staff’s recommendation to commence the project in earnest in 2022. Figure 1 below depicts the current proposed timeline to complete all of the CBD Streetscape and Utility Improvements with the following Figure 2 providing a high level overview of the schedule for the 1st Phase of the improvements (starting in 2022). Staff intends to bring back a detailed Phase 1 discussion to the Capital Improvements Commission and Village Board.

Figure 1 – Overall Project Construction Timeline



Figure 2 - Phase 1 Draft Project Schedule



Total Project Costs Including Construction Cost Estimate

In terms of Total Project Costs, Exhibit J includes a summary of all past, current, and future project costs inclusive of the Underground Utility Study, Design Engineering, Construction Engineering, and Construction. A breakdown by Capital Fund and Water & Sewer Fund (broken down by Water and Sanitary Improvements) is also included in Exhibit J.

The design consultant has been asked to update the latest construction cost estimate for the project, based on the latest streetscape decisions made and other changes to the project. Previous cost estimates included a hefty 20% contingency on all construction items, meant to provide

some cushion for fluctuating costs of construction and escalation of future construction costs. Keeping with the phased construction schedule, the design team was able to reduce the contingency for work anticipated in 2022 to 10%. Phases 2, 3, and 4 have respective contingencies of 13%, 16%, and 19% which include a 10% contingency plus an annual cost escalation factor of 3%. The current overall summary and breakdown per construction phase is included below. Please see further discussion of costs and budget impact in that section of the memo.

OVERALL CONSTRUCTION COST ESTIMATE

ALL PHASES SUMMARY		
CONSTRUCTION SUBTOTAL		\$21,002,000
CONTINGENCY	VAR	\$2,926,000
CONSTRUCTION ENGINEERING	11%	\$2,632,000
ALL PHASES TOTAL		\$26,560,000

CONSTRUCTION COST ESTIMATE PER PHASE

2023 PHASE 2 SUMMARY		
CONSTRUCTION SUBTOTAL		\$8,714,000
CONTINGENCY	13%	\$1,133,000
CONSTRUCTION ENGINEERING	11%	\$1,083,000
PHASE 2 TOTAL		\$10,930,000

2024 PHASE 3 SUMMARY		
CONSTRUCTION SUBTOTAL		\$3,168,000
CONTINGENCY	16%	\$507,000
CONSTRUCTION ENGINEERING	11%	\$404,000
PHASE 3 TOTAL		\$4,079,000

2025-2027 PHASE 4 SUMMARY		
CONSTRUCTION SUBTOTAL		\$4,156,000
CONTINGENCY	19%	\$790,000
CONSTRUCTION ENGINEERING	11%	\$544,000
PHASE 4 TOTAL		\$5,489,000

ALL PHASES SUMMARY		
CONSTRUCTION SUBTOTAL		\$21,002,000
CONTINGENCY	VAR	\$2,926,000
CONSTRUCTION ENGINEERING	11%	\$2,632,000
ALL PHASES TOTAL		\$26,560,000

Updated 3D renderings

Civiltech has developed 3D video renderings that will showcase all of design elements included in the project. A draft video will be presented to the Village Board at the March 22 meeting. The video will be made available to the public prior to the Village meeting at

<http://downtownge.com/>

Streetscape Ordinance

A draft ordinance have been prepared to Adopt the Central Business District Streetscape Design Concept and Streetscape Elements Plan as to commemorate the process and design decisions made on the project. The draft ordinance is attached to this memorandum for Village Board review, comments and consideration of approval at the March 22 Village Board Meeting.

Budget Impact:

The total cost of the CBD Street and Streetscape project is \$28.69 million. The funding for this project will come from the Village's Capital Projects Fund and the Village's Water & Sewer Fund. The Village will pay for the project from a combination of general obligation bonds, cash reserves (aka savings) above policy level, and annual revenue streams. The CBD Street and Streetscape project is one of a suite of four projects that the Village has embarked upon over the last several years. One project (the Civic Center renovation) was completed in 2019. The CBD Parking Garage is nearing completion. The last two projects that remain to be completed are the CBD Street and Streetscape and the Train Station project.

Staff has provided as Exhibit J to the ordinance two schedules which outline how the Village will pay for project costs and how the Village will repay the debt service on general obligation bonds:

How Does the Village Pay for Project Costs? - This schedule illustrates how the Village will pay for these projects as they are built. A user could use the analogy of building a house. How are you going to build that house? Are you going to pay cash (Village Funding) or are you going to take out a mortgage (Bonds Needed)? To complete the CBD Street and Streetscape project, the Village anticipates using \$17.23 million of available funding in the Capital Projects Fund and Water & Sewer Fund and then issuing \$7.138 million in General Obligation Bonds.

How Does the Village Pay Back the Debt Service on the Bonds? - This schedule illustrates how the Village will repay the debt service on the General Obligation bonds that have been and will be issued. To continue the house analogy, this is like determining how you will be able to pay the mortgage payment on the house that was built. The Village will use the Food & Beverage tax, CBD TIF revenues, Parking revenues, and annual Capital Projects Fund revenues to repay the debt service on this project. It should be noted that while these are General Obligation

Bonds, the Village plans to abate the annual property tax on these Bonds such that there is no additional property tax burden on property owners for these General Obligation Bonds.

Action Requested:

Staff respectfully requests that the Village Board review the aforementioned project elements and provide any final feedback on the preferred alternatives. Particularly, staff is looking for input on the following items:

- Review the decisions made and provide any further input on design elements
- Review and comments on the 3D rendering videos (to be presented at the meeting)
- Review and input on the presented Cost Estimate
- Review and potential approval of the Streetscape Ordinance

The recommended motion to be considered at the March 22 Village Board Meeting is as follows:

1. Motion to approve an Ordinance Adopting the Central Business District Streetscape Design Concept and Streetscape Elements Plan for the Village of Glen Ellyn, Illinois.

Attachments:

1. CBD Streetscape - March 2021 Village Board Presentation
2. Letter from Dan Anderson - Historic Sidewalk Plaque Selection Process
3. 2021 CBD Streetscape Ordinance
4. Ordinance Exhibits A - J
5. Ordinance Exhibit K Project Financial Analysis



Civiltech Engineering, Inc.

www.civiltechinc.com



Central Business District Streetscape Improvements

Village of Glen Ellyn

March 2021

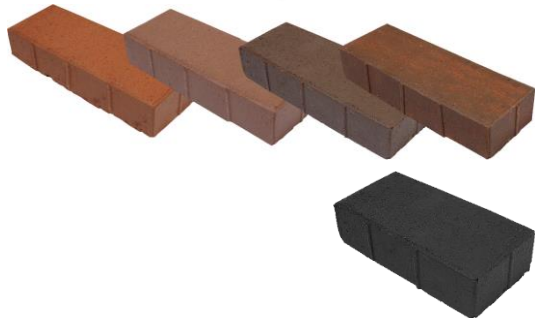
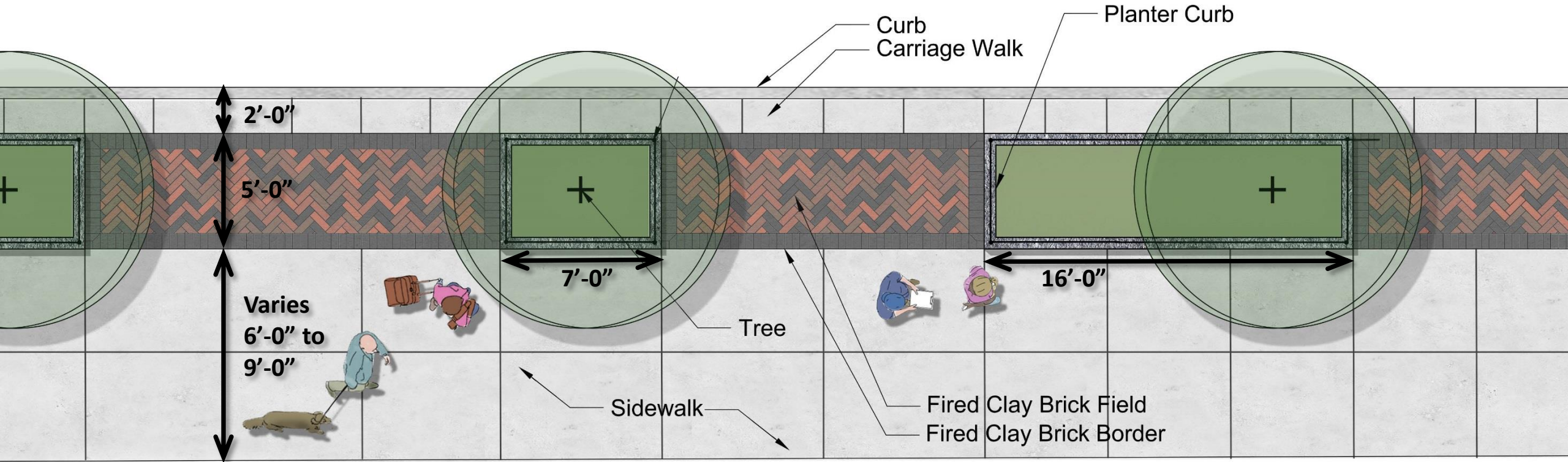


Meeting Objectives

- Approved Streetscape Elements
- Draft 3D Model
- Schedule Update
- Draft Cost Estimate and Budget
- Streetscape Ordinance



Selected Streetscape Layout | Plan View



4"x12" Herringbone Field: Blend of 32 Antique, 33 Dark Antique, 34 Mulberry, 36 Sunset Red and 63 Charcoal

4"x8" Soldier Course Border:
63 Charcoal



6" w. x 6" ht. Planter Curbs:
Mesabi Black Diamond 10 finish granite

Typical Streetscape | Perspective

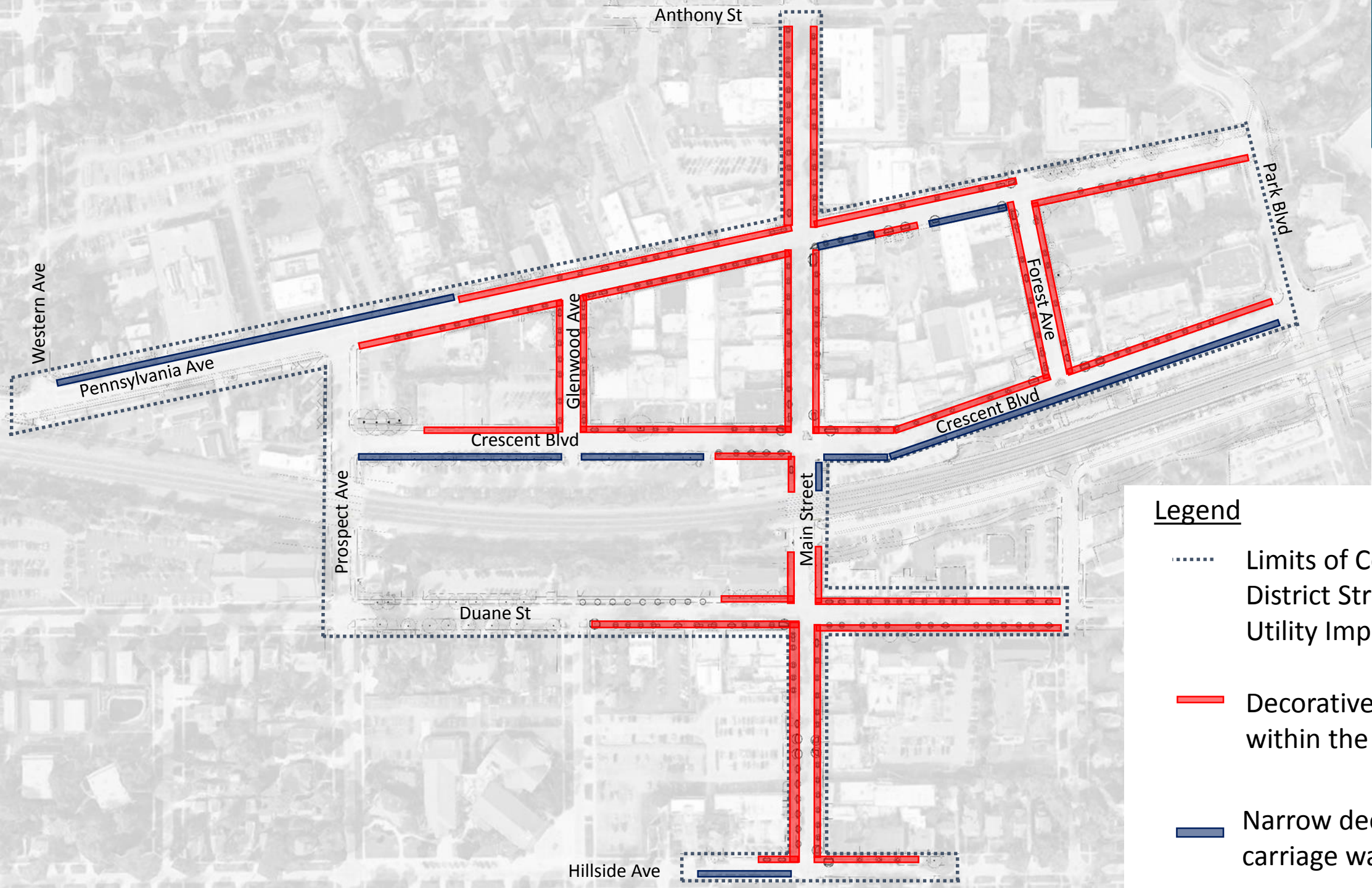


A perspective rendering of a city streetscape. The sidewalk features a central section of red brick laid in a herringbone pattern, bordered by grey concrete. A black lamppost stands on the sidewalk. A man and a young child are walking on the sidewalk. A tree with vibrant orange and yellow autumn leaves is on the right. In the background, there are buildings, a street with cars, and a clear blue sky. Callout lines point from the text descriptions on the right to the corresponding sidewalk features in the image.

4"x12" Herringbone Field: Blend of 32 Antique, 33 Dark Antique, 34 Mulberry, 36 Sunset Red and 63 Charcoal

4"x8" Soldier Course Border:
63 Charcoal

6" w. x 6" ht. Planter Curbs:
Granite and Precast concrete
-or-
All granite



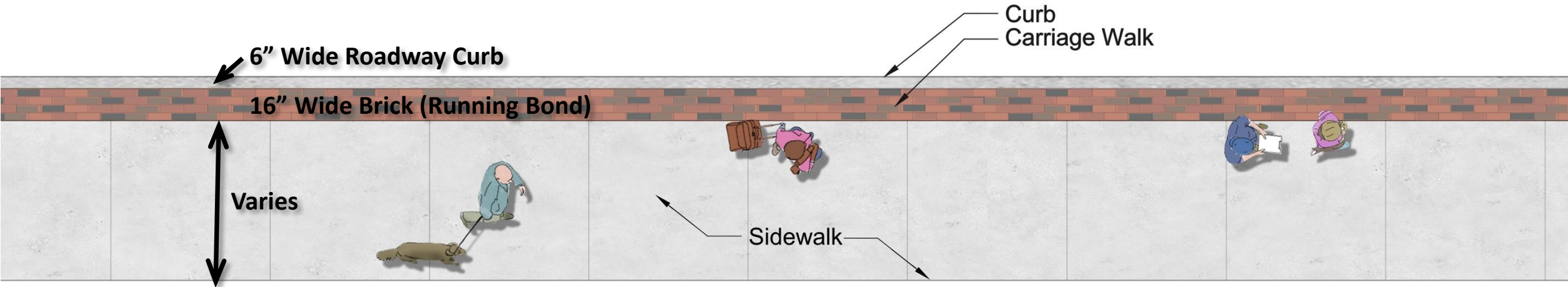
Legend

..... Limits of Central Business District Streetscape and Utility Improvements

— Decorative pavement within the furniture zone

— Narrow decorative carriage walk

Expanded Pavers into Carriage Walk | Narrow Band 1



4"x12" Running Bond: Blend of 32 Antique, 33 Dark Antique, 34 Mulberry, 36 Sunset Red and 63 Charcoal

Perspective Rendering | Main Mid-block Crossing



Perspective Rendering | Crescent and Main



Crosswalks | Decorative Material Options

Concrete

- Low cost (\$11/SF)
- Long service life
- Simple and functional
- Higher replacement cost
- Low decorative aesthetic value



Concrete

Non-decorative treatment

Stamped Asphalt

- Medium cost (\$20/SF)
- Adds color and look of brick
- Easy to replace – low cost
- Wears quickly – 5 year lifespan
- **Not Recommended**



Stamped Asphalt

MMA on Concrete

- High cost (\$34/SF)
- Methyl Methacrylate
- No - Low Maintenance
- Adds bright color and can be customized
- Non-slip surface
- More durable than thermoplastic paint – 10 to 20 year lifespan



MMA on Concrete

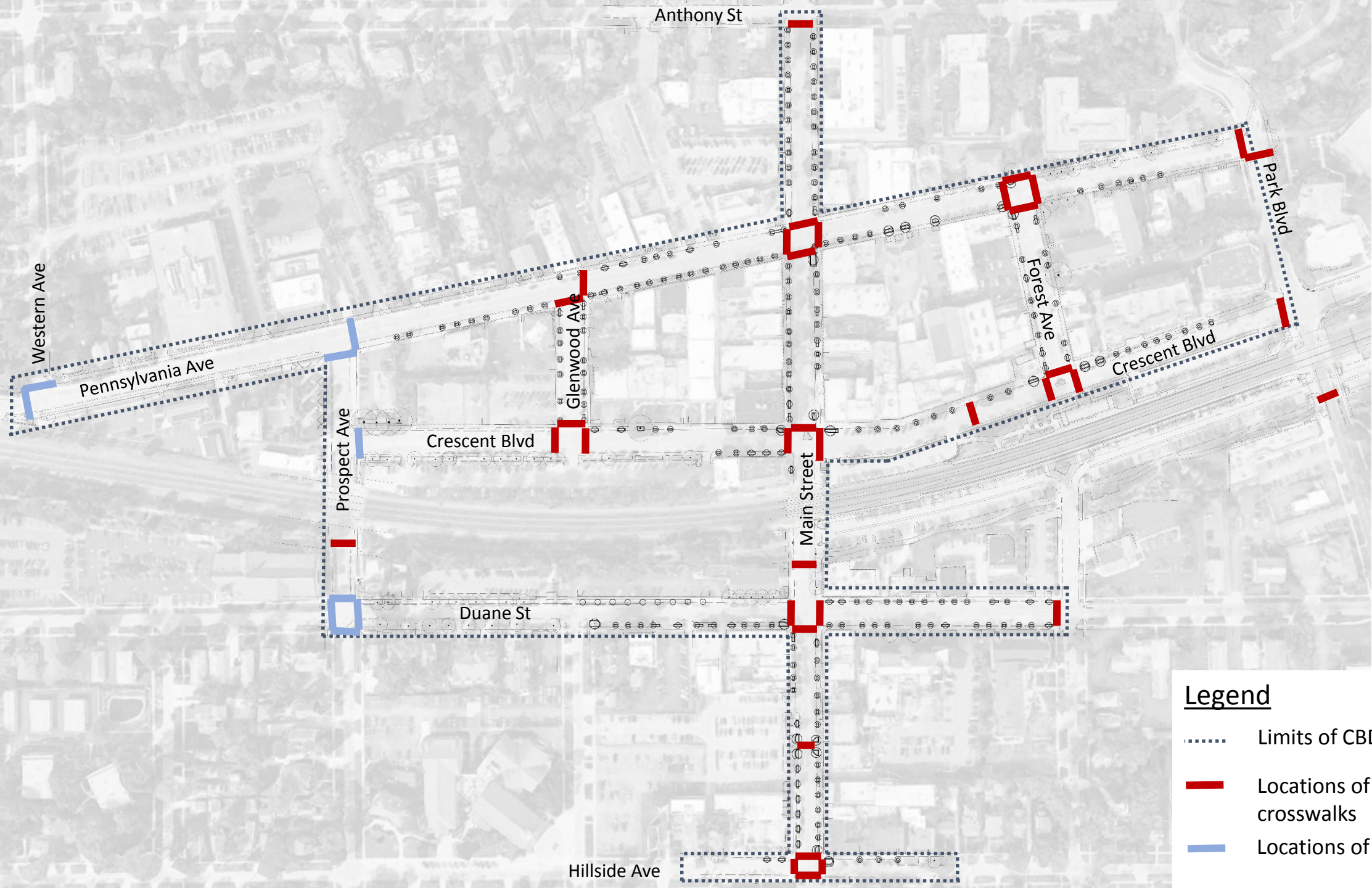
Fired Clay Brick

- Highest cost (\$43/ SF)
- High maintenance
- High decorative aesthetic value
- Historic Material
- Long wearing/durable surface material – 30+ years



Fired Clay Brick

Decorative treatment



Legend

- Limits of CBD Improvements
- Locations of decorative crosswalks
- Locations of concrete crosswalks

Selected Planter Curb

Granite tree planter curb



Granite curbs have been used by cities for centuries. They provide a classic and elegant aesthetic.

Precast concrete tree planter curb



Precast concrete is factory built to provide consistency.

306 votes: Granite

55 votes: Precast concrete

46 votes: Exposed aggregate

37 votes: Plain concrete

29 votes: Glitter finish

473 total votes

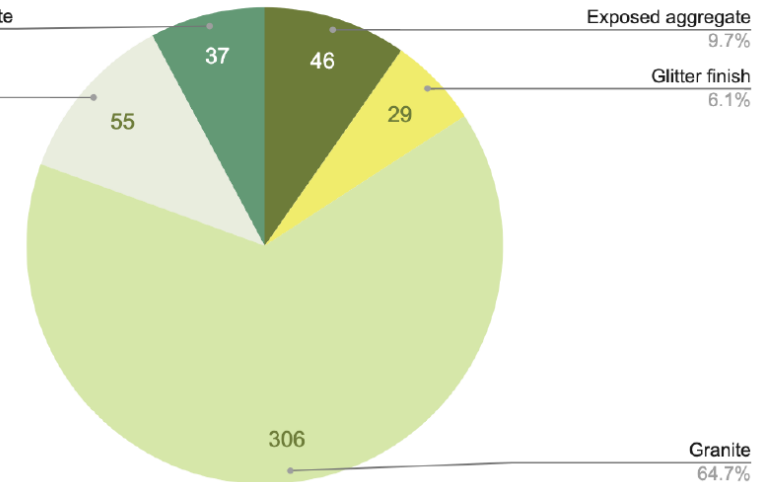
Preferred Tree Planter Curb

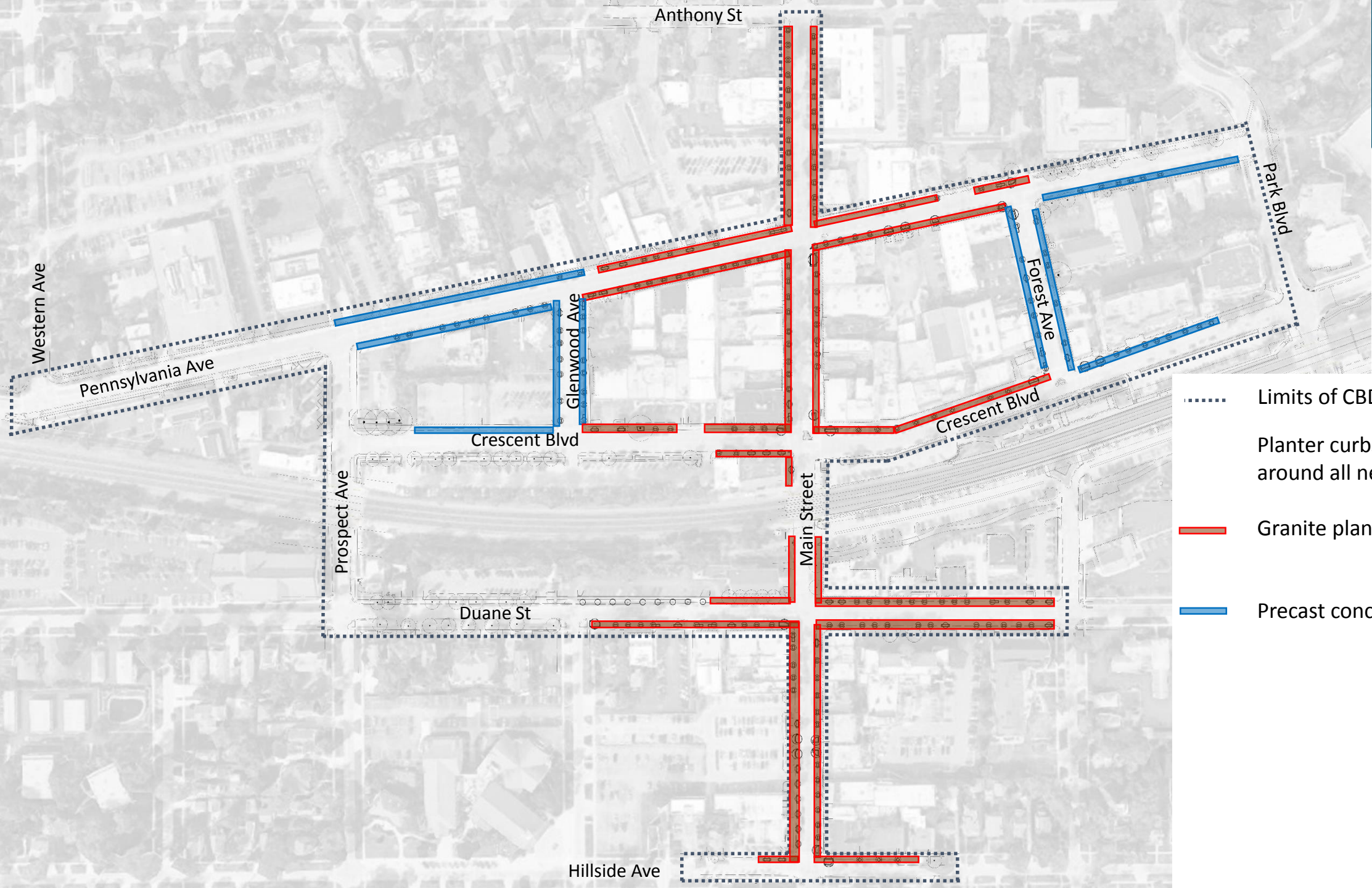
Cast-in-place plain concrete
7.8%

Precast concrete
11.6%

Exposed aggregate
9.7%

Glitter finish
6.1%





Legend

- Limits of CBD Improvements
- Planter curbs will be installed around all new trees.
- Granite planter curbs
- Precast concrete planter curbs

Historic Plaques | Option 2 (16" x 16")



16"x16" Granite Plaque:

Granite color and finish to match planter curb material (Mesabi Black, Diamond 10 finish)

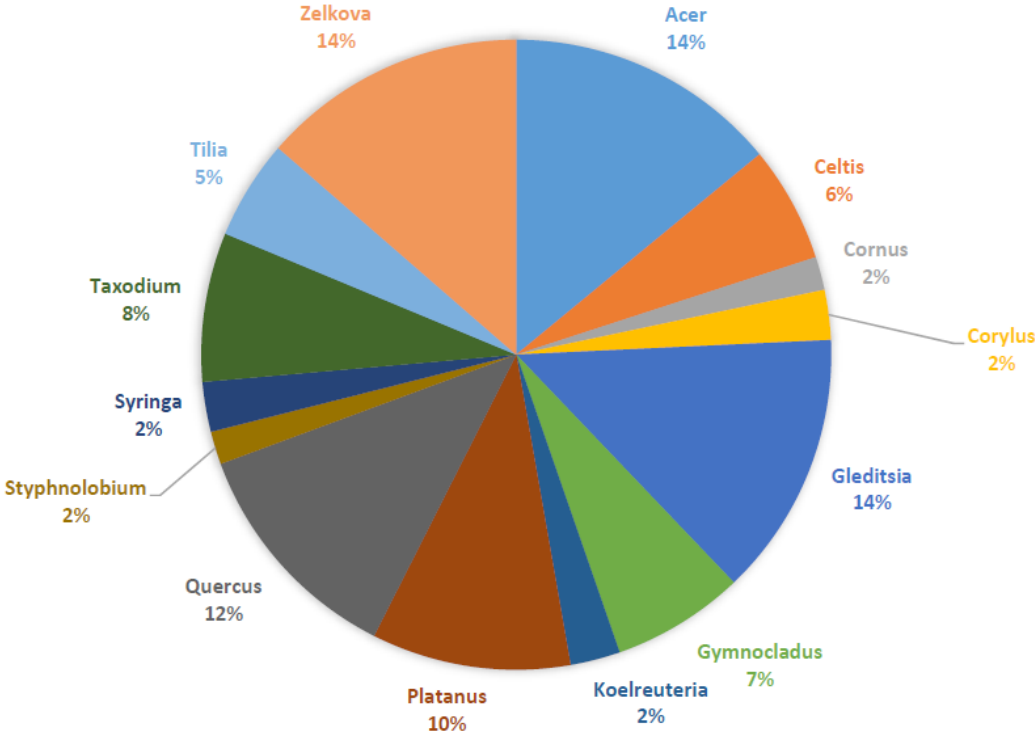
Plaques to be centered in decorative pavement field

Planter Seat Walls

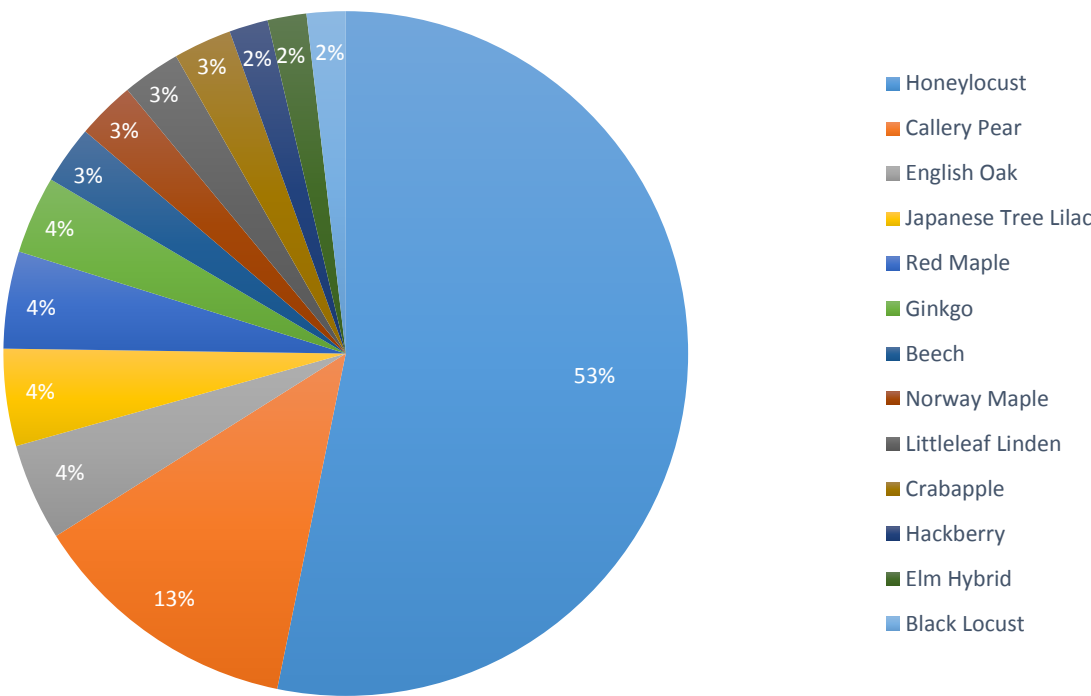


Diversification – Tree Genus Existing vs Proposed

Proposed Trees



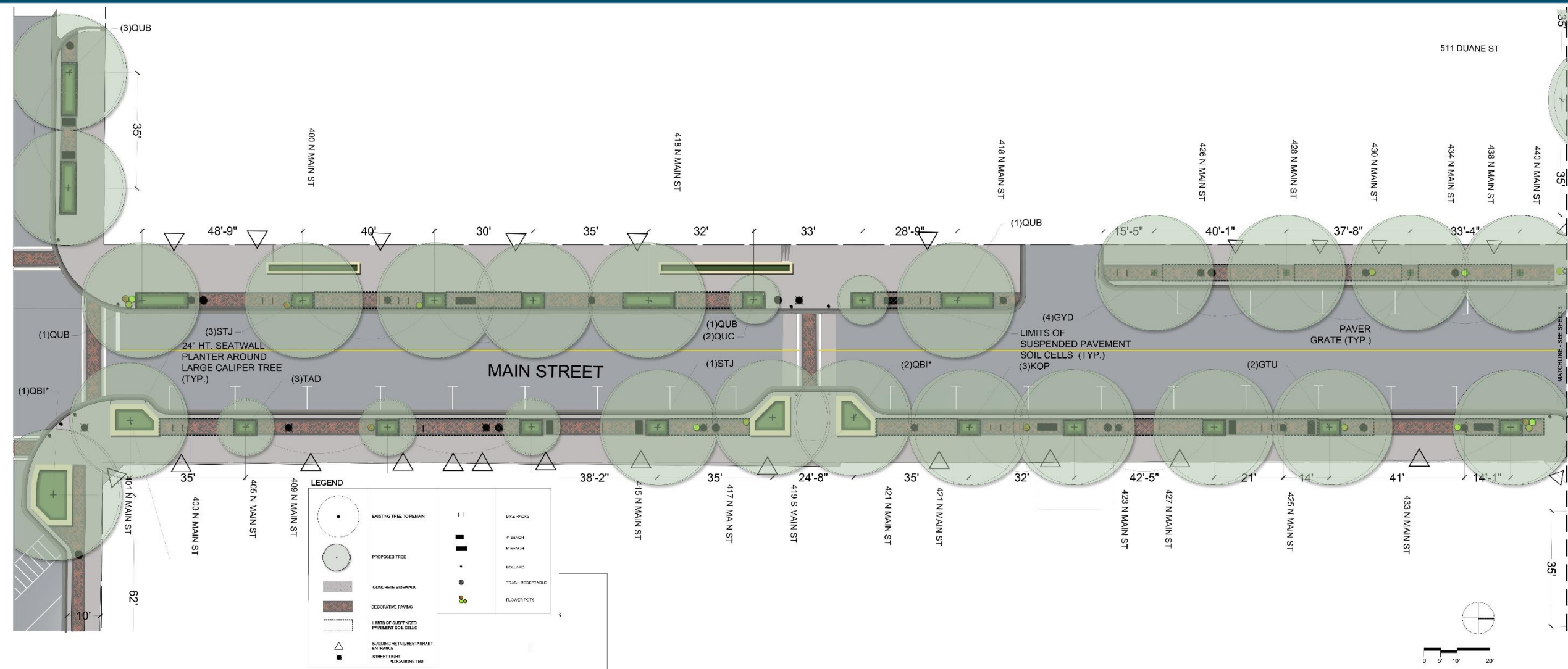
Existing Trees



CENTRAL BUSINESS DISTRICT (CBD) STREETSCAPE AND UTILITY IMPROVEMENTS



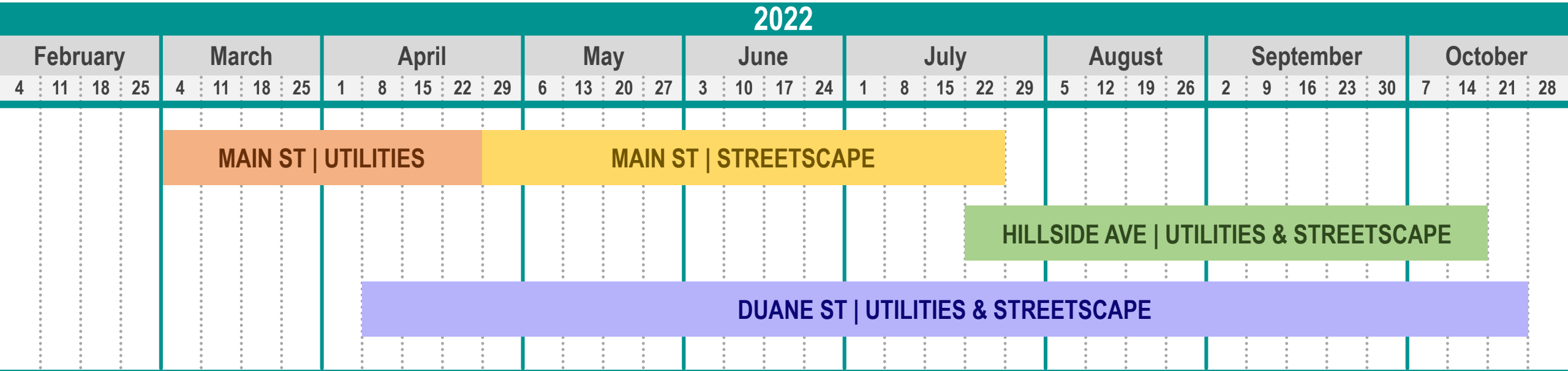
Plan updates



Phased Construction Timeline



Phase 1 Draft Construction Timeline



- Apex 400 Schedule Delays
- Main St Parking Garage Open / Access
- Frida Kahlo Exhibit This Summer

- Dry Utility Relocations
- Streetscape Design Decisions
- Streetscape Material Procurements

Cost Estimate

ALL PHASES SUMMARY		
CONSTRUCTION SUBTOTAL		\$21,002,000
CONTINGENCY	VAR	\$2,926,000
CONSTRUCTION ENGINEERING	11%	\$2,632,000
ALL PHASES TOTAL		\$26,560,000

2023 PHASE 2 SUMMARY		
CONSTRUCTION SUBTOTAL		\$8,714,000
CONTINGENCY	13%	\$1,133,000
CONSTRUCTION ENGINEERING	11%	\$1,083,000
PHASE 2 TOTAL		\$10,930,000

2024 PHASE 3 SUMMARY		
CONSTRUCTION SUBTOTAL		\$3,168,000
CONTINGENCY	16%	\$507,000
CONSTRUCTION ENGINEERING	11%	\$404,000
PHASE 3 TOTAL		\$4,079,000

2025-2027 PHASE 4 SUMMARY		
CONSTRUCTION SUBTOTAL		\$4,156,000
CONTINGENCY	19%	\$790,000
CONSTRUCTION ENGINEERING	11%	\$544,000
PHASE 4 TOTAL		\$5,489,000

ALL PHASES SUMMARY		
CONSTRUCTION SUBTOTAL		\$21,002,000
CONTINGENCY	VAR	\$2,926,000
CONSTRUCTION ENGINEERING	11%	\$2,632,000
ALL PHASES TOTAL		\$26,560,000

Streetscape Ordinance

- Adopts the CBD Streetscape Design Concept and Streetscape Elements Plan
- Commemorates the process and design decision made
- Present to Village Board at March 22 Meeting for review and approval

Discussion



Daniel P. Anderson
595 Duane Street, Unit 1D, Glen Ellyn, IL 60137
Tel: 630-858-7891
E-mail: dpamidge@gmail.com

Date: March 5, 2021

To: Tom Topor, Senior Civil Engineer
Village of Glen Ellyn Public Works Department

Re: Status of Historic Sidewalk Plaques project

Dear Tom,

This is to address your recent email regarding questions raised by the Village Board at the February 16 board meeting pertaining to the Glen Ellyn Historical Society's proposal to install sidewalk plaques commemorating historic sites and structures in the downtown district as part of the upcoming streetscaping project.

Here is how we imagine the process will work going forward: The Historical Society will compile as much research as possible on the 164 potential sites it has identified and photographed. This information is being shared with the Historic Preservation Commission to get their input and recommendations.

The list of recommended sites that emerges from this process (perhaps 50 or so) will be submitted to the Public Works Department for your review and for review by the Village Board and other interested parties.

Because the research phase will be time consuming, our thinking is to focus initially on sites falling within Phase One of the downtown streetscaping project. We hope to have a list of proposed sites for Phase One, together with background information on those sites, to you by sometime in April, possibly sooner. If Covid restrictions are relaxed soon, allowing all of our volunteers to access the Society's archives, we expect to have research completed for all phases of the project by the end of the year.

In addition to researching the history of potential sites, we also plan to work with your department to select granite slabs that are the right color to both blend with the other streetscaping elements and provide maximum legibility. Different type fonts will be evaluated as well. Non-slip surface textures are another consideration. It is anticipated that several sample plaques will be produced for review by all interested parties.

The subject of criteria for selecting sites has been discussed both within the Historical Society and with the Historic Preservation Commission. Developing a firm list of criteria may be difficult, but we have drafted the following guidelines and would welcome any additional input.

The primary consideration is whether or not a given site represents a location with historic significance or interest. Following are the factors that are considered.

1. The building currently on the site
2. Buildings previously on the site
3. The businesses that have operated at a given site
4. Notable people who have been involved in some way with a given site
5. Notable events that have occurred at a given site
6. The availability of reliable information about the history of a given site

Criteria will vary for these different factors. And more than one factor may influence the decision to include a given site. But in the final analysis the overriding question will be: ***Does the site have an appealing story to tell about the history of downtown Glen Ellyn?***

Obviously, a plaque measuring 16 by 16 inches is limited as to how much copy can appear on it. The goal will be to put enough copy on the plaque to pique interest. Each plaque will be coded, with the code corresponding to a complete description of the historic significance of the site. This detailed information will be available both in written form and on a website.

For each proposed site, the Historical Society anticipates first getting consensus from the Historic Preservation Commission and then submitting to you a list of recommended sites along with proposed copy for each plaque and the background information on that site. Once all involved parties have approved this list, the Public Works Department can order the plaques and integrate them into your detailed streetscaping plans. (As mentioned earlier, the Historical Society is prepared to underwrite to cost of acquiring the engraved granite plaques and will be developing the printed materials and website which will supplement these plaques.)

All of the above is my take on how the process will work. As you can imagine, there has been a great deal of discussion of this topic at the Historical Society so I think this description of the process is reasonably accurate. However, I will be running this past the Historical Society's board of directors at our monthly meeting on March 16 and will share any refinements they might make.

Our sincere thanks go to you, the Village staff, the Village Board and the Historic Preservation Commission for sharing our enthusiasm for this unique opportunity to showcase the history of our downtown district.

- Dan

c: Karen Hall, Executive Director
Glen Ellyn Historical Society

Village of Glen Ellyn

Ordinance No. _____

**An Ordinance Adopting the Central Business District Streetscape Design Concept and
Streetscape Elements Plan for the Village of Glen Ellyn, Illinois**

**Adopted by the
President and the Board of Trustees
of the Village of Glen Ellyn
DuPage County, Illinois**

This _____ Day of _____, 2021

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 _____, 2021

Ordinance No. _____

An Ordinance Adopting the Central Business District Streetscape Design Concept and Streetscape Elements Plan for the Village of Glen Ellyn, Illinois

Whereas, on April 10, 2013, the Village President and Board of Trustees adopted Ordinance 6136, an Ordinance Adopting a Downtown Streetscape Plan and Parking Study for the Village of Glen Ellyn, Illinois, hereinafter referred to as the *Glen Ellyn Downtown Streetscape Plan and Parking Plan Study* ; and

Whereas, the approval was predicated upon the fact that the *Glen Ellyn Downtown Streetscape Plan and Parking Plan Study* was a conceptual plan that provided general framework for future downtown Glen Ellyn streetscape and could be modified as a result of further detailed studies, unforeseen opportunities, market conditions, funding constraints and options of elected officials; and

Whereas, on September 24, 2018, the Village Board approved an agreement with Civiltech Engineering for professional engineering design services to reference the *Glen Ellyn Downtown Streetscape Plan and Parking Plan Study* and develop preliminary streetscape and utility improvements plans in concert with a strong public engagement plan; and

Whereas, the Streetscape and Utility Improvements Project will include areas of the Central Business District as depicted on **Exhibit A**; and

Whereas, a Steering Committee was created to work with staff and the Civiltech Engineering Consulting Team to ensure the development of the preliminary streetscape plans was reflective of the community's values and priorities; and

Whereas, the Steering Committee met four times between November 2018 and May 2019, at which meetings the Committee reviewed and commented on the preliminary streetscape plan

design elements and public engagement including a public design workshop held on January 26, 2019; and

Whereas, on September 23, 2019, the Village Board approved an agreement for professional services with Civiltech Engineering for the development of final plans for the CBD Streetscape and Utility Improvement project; and

Whereas, the Capital Improvements Commission played the critical role of vetting all aspects of the project, reviewing all of the design decisions, and providing various recommendations to the Village Board throughout the design phase; and

Whereas, a variety of opportunities for public input were provided throughout the process, including but not limited to: design workshops, Steering Committee meetings, Capital Improvements Commission meetings, Environmental Commission meetings, Historic Preservation meetings, Alliance of Downtown meetings, Rotary Club of Glen Ellyn meetings, Village Board meetings, project website, social media, direct communication, and individual meetings with downtown businesses; and

Whereas, a test streetscape site was constructed in October 2020 to facilitate the display of streetscape paving material options with a public preference survey therein established, yielding over 470 responses on material preferences and input from the general public primarily comprised of residents and business owners; and

Whereas, the Village Board provided direction on the proposed roadway and parking geometry approximately including the addition of approximately twenty-one (21) on-street ADA accessible parking spaces with the general on-street parking configuration as summarized in the following tables and depicted in draft form on attached **Exhibit B**, subject to detail design and final review.

On-Street Parking Configuration for North/ South Streets				
Street	Limit	Limit	West side	East side
Main Street	Hillside Avenue	Duane Street	no parking along Apex 400	
Main Street	Duane Street	Crescent Boulevard	parallel parking north of Apex 400	parallel
Main Street	Crescent Boulevard	Pennsylvania Ave	no parking	no parking
Main Street	Pennsylvania Avenue	Anthony Street	parallel	angle (45 degree)
Glenwood Avenue	Crescent Boulevard	Pennsylvania Avenue	parallel	parallel
Forest Avenue	Crescent Boulevard	Pennsylvania Avenue	parallel	parallel
Prospect Avenue	Duane Street	Crescent Boulevard	no parking	no parking
Prospect Avenue	Crescent Boulevard	Pennsylvania Avenue	no parking	no parking

On-Street Parking Configuration East/ West Streets				
Street	Limit	Limit	North side	South side
Hillside Avenue	Glenwood Avenue	Main Street	no parking	parallel
Hillside Avenue	Main Street	200' east of Main St	angle (45 degree)	parallel loading zone only
Duane Street	Prospect Avenue	Glenwood Avenue	parallel	parallel Glenwood to approx. 110' west
Duane Street	Glenwood Avenue	Main Street	parallel	parallel
Duane Street	Main Street	Forest Avenue	parallel	parallel
Crescent Boulevard	Prospect Avenue	Glenwood Avenue	parallel	parallel
Crescent Boulevard	Glenwood Avenue	Main Street	parallel	parallel
Crescent Boulevard	Main Street	Forest Avenue	parallel	parallel
Crescent Boulevard	Forest Avenue	Park Boulevard	parallel	parallel
Pennsylvania Avenue	Western Avenue	Prospect Avenue	no parking	no parking
Pennsylvania Avenue	Prospect Avenue	Glenwood Avenue	parallel	parallel
Pennsylvania Avenue	Glenwood Avenue	Main Street	parallel	parallel
Pennsylvania Avenue	Main Street	Forest Avenue	parallel	parallel
Pennsylvania Avenue	Forest Avenue	Park Boulevard	parallel	parallel
Anthony Street	200 west of Main St	Main Street	no parking	angle

Whereas, following through review of Capital Improvements Commission recommendations, the Village Board approved the following items to be part of the Central Business District Streetscape Design Concept and Streetscape Elements Plan to be adhered to for the forthcoming Central Business District Streetscape and Utility Improvement Project with the Streetscape Design Elements described as follows:

Streetscape Element: Trees

- Remove existing trees and replace with approx. 229 new trees spaced 35ft on center as depicted in draft form in attached **Exhibit B**, subject to detail design and final review.
- Install curbed tree planters around nearly all trees throughout the CBD, using 5ft x7ft and 5ft x15ft sized planters

- Granite Curbing to be used in core of CBD bound by Anthony to the North, Hillside to the South, Glenwood to the West, and Forest to the East, as depicted on **Exhibit C**
- Precast Concrete Curbing to be specified as a base bid for areas outside of the aforementioned core of the CBD with Granite Curbing as an “Add Alternate”. Should favorable bids be received, Granite Curbing may be used throughout the CBD at the discretion of the Village Board.
- Include soil cells for trees throughout the CBD (where trees are planted in 5ft x7ft planters)
- Include paver grates at select locations to suspend pavement over trees and expand the usable sidewalk area
- Install raised seat-wall planters at prominent locations as with the following general specifications and as depicted on **Exhibit D**:
 - Seat wall heights to be 24” tall
 - Fire clay brick façade in red/blend color to compliment paving
 - 4” limestone cap with joints
 - Landscape area will include shade trees and understory landscaping (shrubs, perennials, grasses)
- Specify large caliper shade trees for prominent locations, where space allows
- Install irrigation system for all new trees and landscape areas.

Streetscape Elements: Sidewalk and Crosswalk Paving Materials

- Install standard plain concrete sidewalks for pedestrian walking areas including sidewalk ramp areas at corners

- Install fire clay brick pavers on a concrete slab base in a 5-foot wide furniture zone between tree planters as described on **Exhibit E** with the following general specifications in locations as depicted on **Exhibit F**:
 - 4"x12" fire clay pavers in herringbone pattern with "north shore blend" colors
 - 4"x8" fire clay pavers in soldier course border with "charcoal" color
- Install standard plain concrete for carriage walk between the decorative furniture zones and back of curbs
- Install brick pavers on a concrete slab base for carriage walk in areas where there is no decorative furniture zone (referred to as "narrow band") in locations as depicted on **Exhibit F** with the following general specifications"
 - 16" wide band
 - 4"x12" fire clay pavers running bond pattern with "north shore blend" colors
- Install fire clay brick pavers on a concrete slab base with concrete header bands in crosswalk locations as depicted on **Exhibit G** with the following general specification:
 - 4"x8" fire clay pavers in herringbone pattern with "north shore blend" colors
 - 4"x8" fire clay pavers in soldier course border with "charcoal" color
- Install raised crosswalks with concrete approach ramps at two mid-block crossing locations (Main St between Hillside and Duane, and Crescent between Main and Forest) subject to Public Works final review of the proposed roadway geometry
- Incorporate 16"x16" granite engraved plaques in diamond configuration within decorative furniture zone pavers as depicted on **Exhibit H** at locations to be determined by Historic Society and approved by the Village Board,

- Incorporate 16”x16” granite engraved plaques in square configuration within narrow band decorative pavers at locations to be determined by Historical Society in consultation with the Historic Preservation Commission and approved by the Village Board

Streetscape Elements: Street Furniture, Appurtenances and Streetlight poles

- Specify new street furniture throughout the CBD including:
 - Bollards: Reliance Foundary R07539 to be used at prominent corners and mid-block crosswalks. Color to be black.
 - Trash receptacle: Canterbury Model 102 ~~or DuMor Model 148-232SH~~. Color to be black.
 - Bike Rack: DuMor Model 293 or DuMor Model 290: Color to be black.
 - Bench: Victor Stanley CR-10 in both 4ft (perpendicular) and 6ft (parallel) lengths. Color to be black.
- Specify new streetlights throughout the CBD including:
 - Poles: Halophane Charleston Series Pole, aluminum, SiteLink Straight L4E Shaft with mounting accessories
 - Luminaire: reuse existing “Glen Ellyn LED Decorative Luminaire” by Sternberg Lighting
 - Electrical Provision: Provide Separate Circuits for Luminaires, Festoon Electrical Receptacles (Receptacles On Poles), and Ground Mounted Locking Electrical Receptacles

Whereas, at the Village Board Workshops held on February 16th, 2021; January 16th, 2021; October 19th, 2020; on March 4, 2019, the Village Board reviewed these items and the President and Village Trustees determined the Central Business District Streetscape Design Concept and

Streetscape Elements Plan is consistent with goals of the Village to improve downtown infrastructure, including pedestrian accessibility and parking improvements; to encourage more pedestrian activity, outdoor dining, and enhance special event space in the CBD; and to spur future private investment and improve quality of life; and

Whereas, the total cost of the CBD Streetscape and Utility Improvements as depicted on **Exhibit J** is estimated to be approximately \$28.7 million for all items including the Underground Utility Study, Design Engineering, Construction Engineering, and Construction with subsequent Construction and Construction Engineering Phases in the amount of approximately \$26.6M to be funded by available Village funds above minimum policy levels, grant funding, and the issuance of General Obligation Bonds as currently depicted in **Exhibit K**; and

Whereas, the property tax levy on said General Obligation Bonds should be abated each year such that the issuance of those bonds causes no additional property tax burden on property owners.

Whereas, the final design made by the Village Board shall now be used to finalize the Engineering, Plans, Specifications, and Estimates for the Village of Glen Ellyn Central Business District Streetscape Project as to advance the first phase of the project for construction in February of 2022. It should be noted that during the construction phase of the project, some modifications to this plan will be inevitable; however, Village staff and the design team will minimize those changes, but must have the ability to make necessary modifications in the field.

Whereas, the remainder of the CBD Streetscape and Utility Improvements will be constructed in phases as depicted on **Exhibit I**.

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 President and Board of Trustees hereby adopts the “Central Business District Streetscape Design Concept and Streetscape Elements Plan” inclusive of the design elements as described herein this Ordinance.

Section Two: This approval is predicated upon future construction contracts approvals.

Section Three: This Ordinance shall be published in pamphlet form within thirty (30) days after its passage and approval, in the manner provided by law, and shall be in full force and effect ten (10) days after completion of such publication.

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

Ayes:

Nays:

Absent:

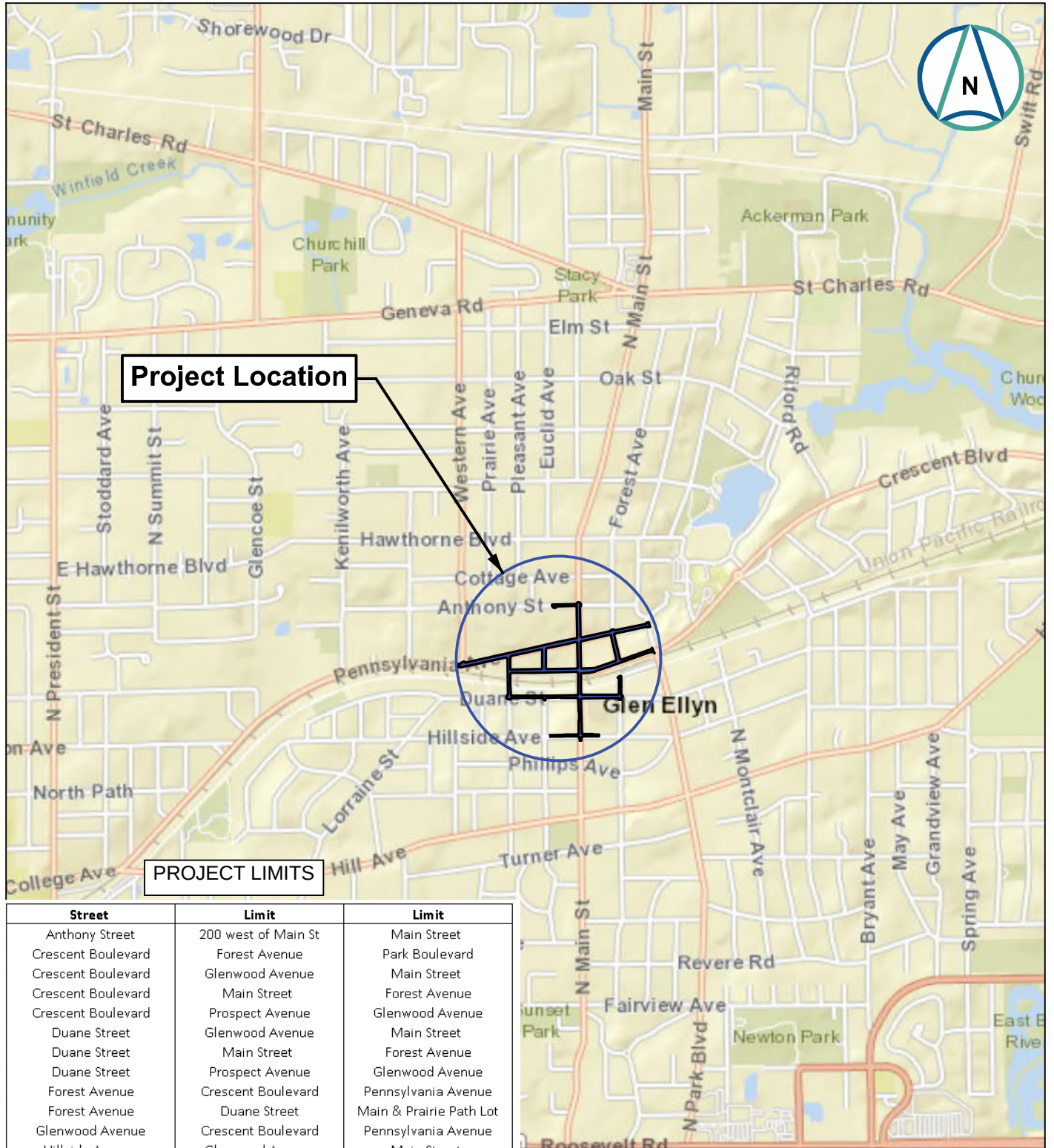
Approved by the Village President of the Village of Glen Ellyn, Illinois, this day of _____, 20 _____.

Village President of the Village
of Glen Ellyn, Illinois

Attest:

Village Clerk of the Village of
Glen Ellyn, Illinois

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



Street	Limit	Limit
Anthony Street	200 west of Main St	Main Street
Crescent Boulevard	Forest Avenue	Park Boulevard
Crescent Boulevard	Glenwood Avenue	Main Street
Crescent Boulevard	Main Street	Forest Avenue
Crescent Boulevard	Prospect Avenue	Glenwood Avenue
Duane Street	Glenwood Avenue	Main Street
Duane Street	Main Street	Forest Avenue
Duane Street	Prospect Avenue	Glenwood Avenue
Forest Avenue	Crescent Boulevard	Pennsylvania Avenue
Forest Avenue	Duane Street	Main & Prairie Path Lot
Glenwood Avenue	Crescent Boulevard	Pennsylvania Avenue
Hillside Avenue	Glenwood Avenue	Main Street
Hillside Avenue	Main Street	200' east of Main St
Main Street	Crescent Boulevard	Pennsylvania Ave
Main Street	Duane Street	Crescent Boulevard
Main Street	Hillside Avenue	Duane Street
Main Street	Pennsylvania Avenue	Anthony Street
Pennsylvania Avenue	Forest Avenue	Park Boulevard
Pennsylvania Avenue	Glenwood Avenue	Main Street
Pennsylvania Avenue	Main Street	Forest Avenue
Pennsylvania Avenue	Prospect Avenue	Glenwood Avenue
Pennsylvania Avenue	Western Avenue	Prospect Avenue
Prospect Avenue	Crescent Boulevard	Pennsylvania Avenue
Prospect Avenue	Duane Street	Crescent Boulevard

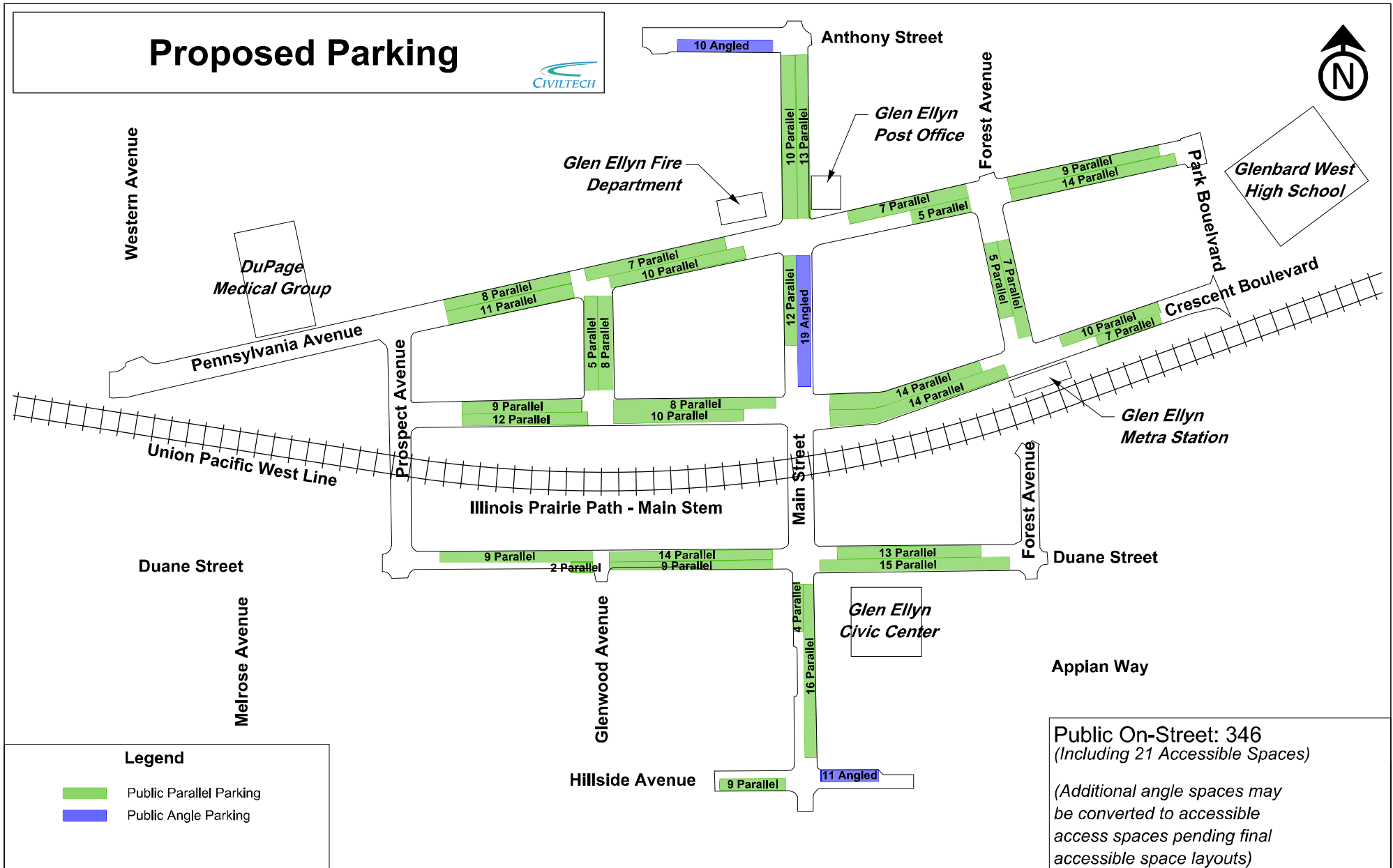
Village of Glen Ellyn
Central Business District (CBD)
Streetscape and Utility Improvements

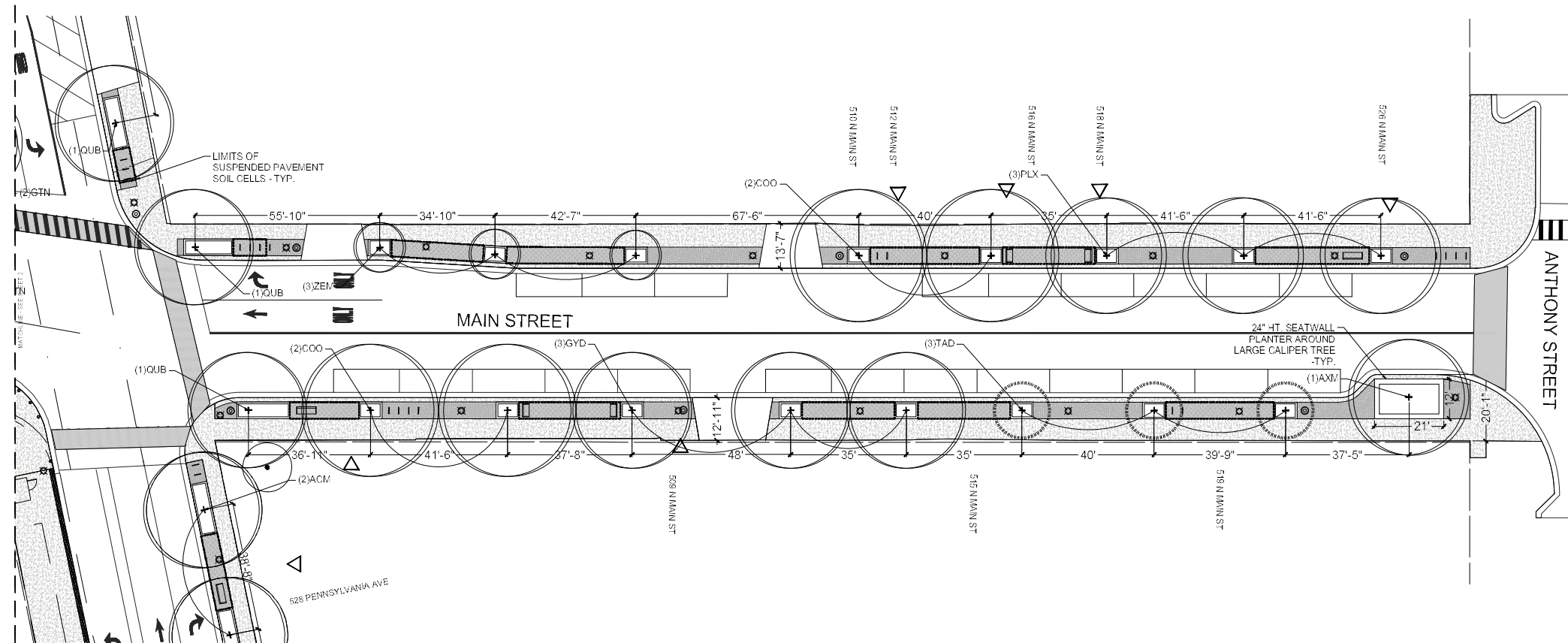
Local Location Map



Not to Scale

Proposed Parking





LEGEND

	EXISTING TREE TO REMAIN		BIKE RACKS
	PROPOSED TREE		4' BENCH
	CONCRETE SIDEWALK		9' BENCH
	DECORATIVE PAVING		BOLLARD
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS		TRASH RECEPTACLE
	BUILDING RETAIL/RESTAURANT ENTRANCE		FLOWER POTS
	STREET LIGHT LOCATIONS TSD		

MAIN STREET

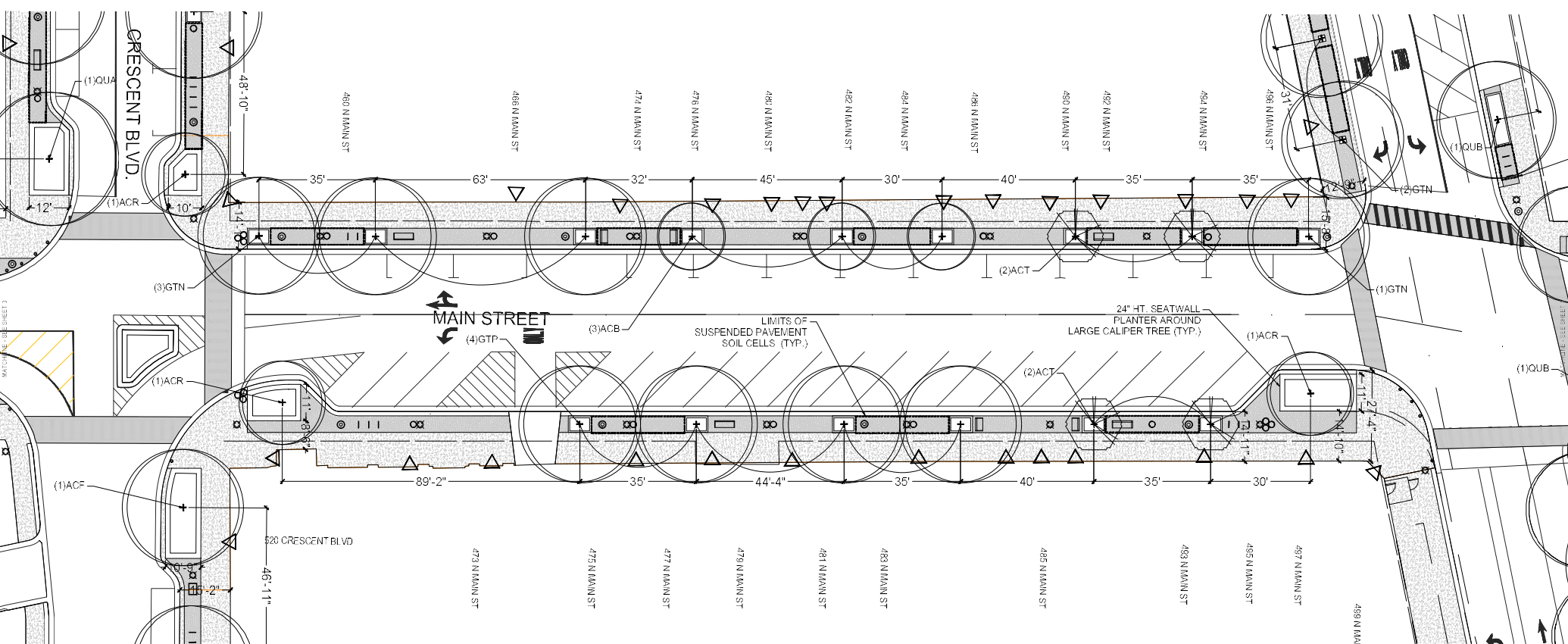
ANTHONY TO PENNSYLVANIA

GLEN ELLYN CBD STREETSCAPE

DRAFT TREE PLANTING PLAN



Jan 29, 2021
Sheet 1 of 18



LEGEND

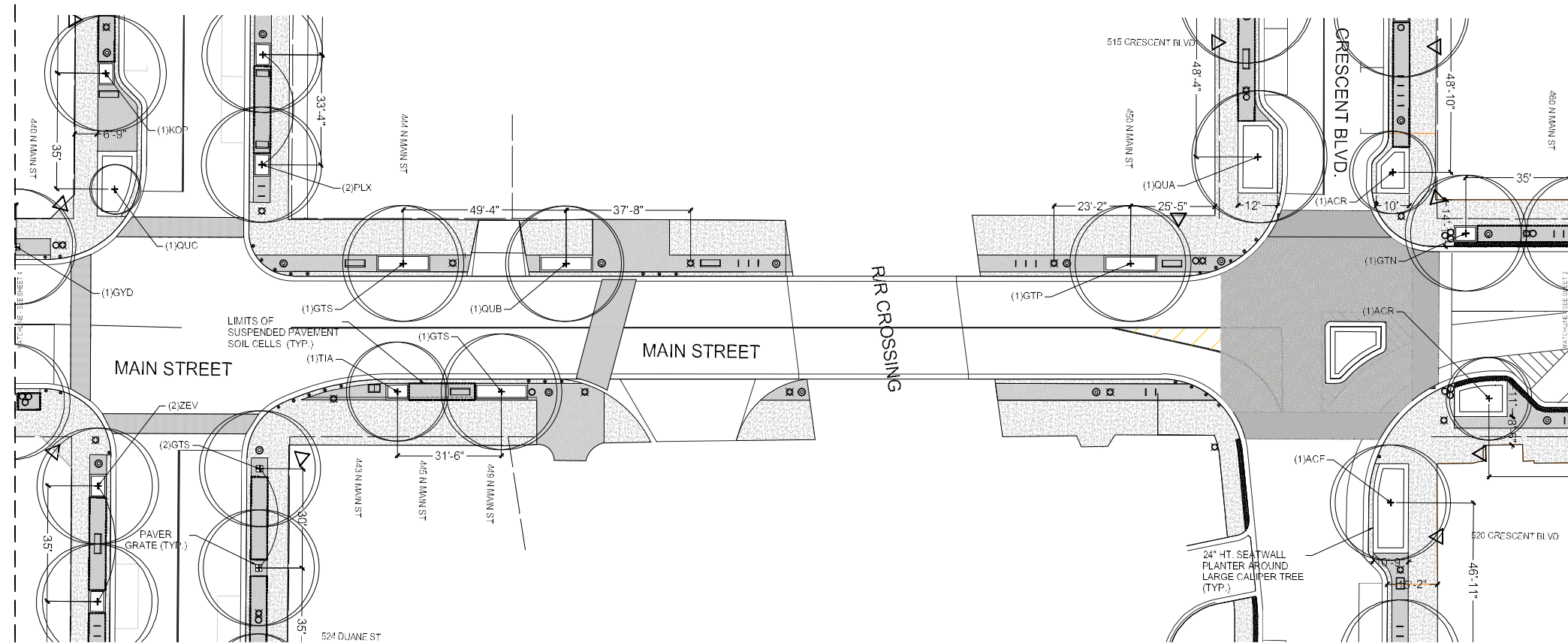
	EXISTING TREE TO REMAIN		BIKE RACKS
	PROPOSED TREE		4' BENCH
	CONCRETE SIDEWALK		9' BENCH
	DECORATIVE PAVING		BOLLARD
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS		TRASH RECEPTACLE
	BUILDING RETAIL/RESTAURANT ENTRANCE		FLOWER POTS
	STREET LIGHT LOCATIONS TSD		

MAIN STREET PENNSYLVANIA TO CRESCENT

GLEN ELLYN CBD STREETScape DRAFT TREE PLANTING PLAN



Jan 29, 2021
Sheet 2 of 18



LEGEND

	EXISTING TREE TO REMAIN		BIKE RACKS
	PROPOSED TREE		6\" BENCH
	CONCRETE SIDEWALK		6\" BENCH
	DECORATIVE PAVING		BOLLARD
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS		TRASH RECEPTACLE
	BUILDING RETAIL/RESTAURANT ENTRANCE		FLOWER POTS
	STREET LIGHT LOCATIONS TYP.		

MAIN STREET

CRESCENT TO DUANE

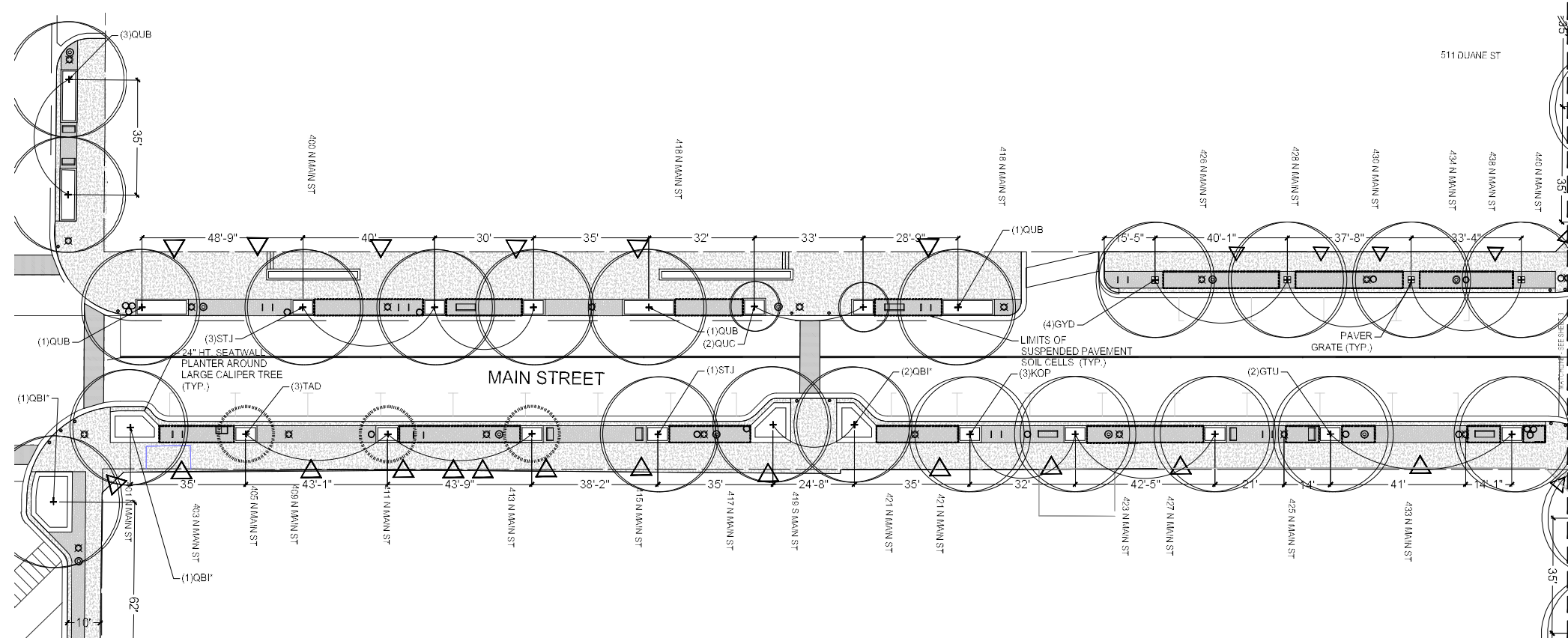
GLEN ELLYN CBD STREETSCAPE

DRAFT TREE PLANTING PLAN



Jan 29, 2021
Sheet 3 of 18





LEGEND

	EXISTING TREE TO REMAIN		BIKE RACKS
	PROPOSED TREE		4' BENCH
	CONCRETE SIDEWALK		6' BENCH
	DECORATIVE PAVING		BOLLARD
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS		TRASH RECEPTACLE
	BUILDING RETAIL/RESTAURANT ENTRANCE		FLOWER POTS
	STREET LIGHT LOCATIONS TBD		

MAIN STREET

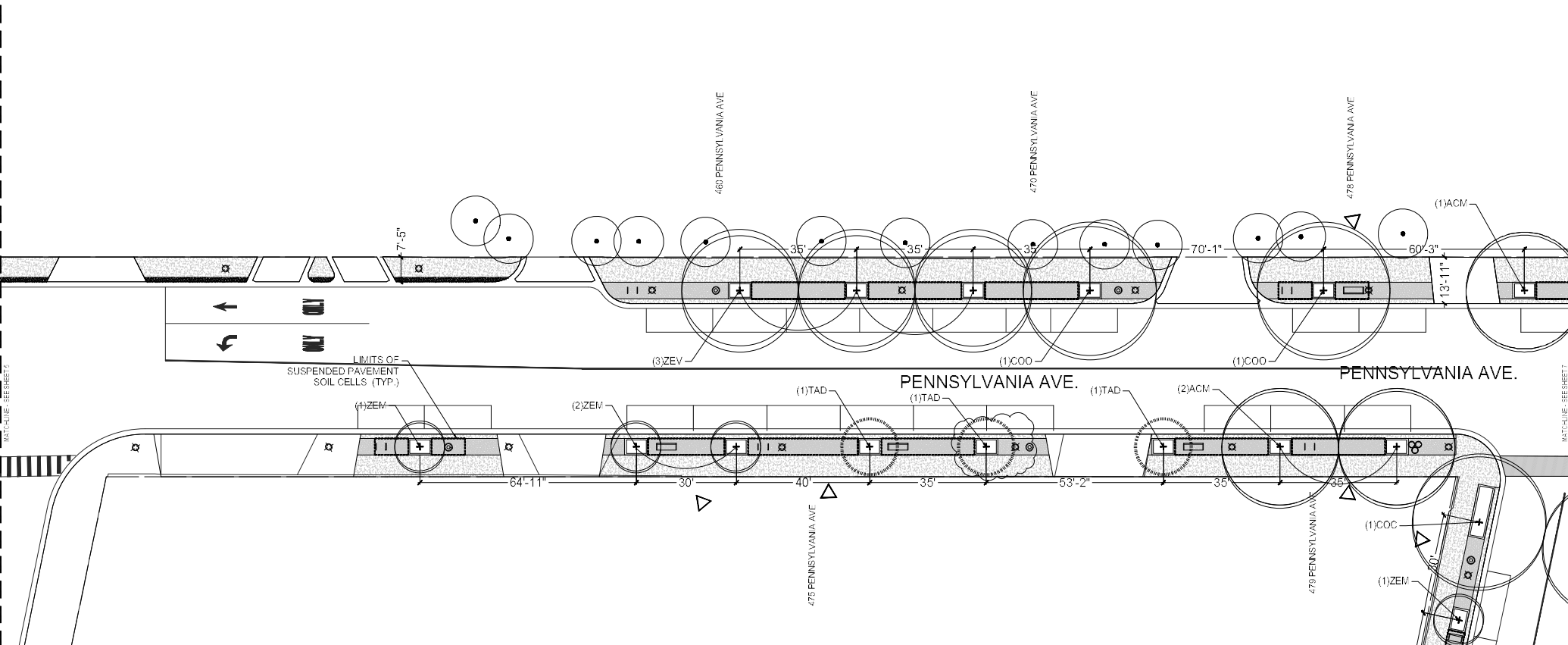
DUANE TO HILLSIDE

GLEN ELLYN CBD STREETScape

DRAFT TREE PLANTING PLAN



Jan 29, 2021
Sheet 4 of 18



LEGEND

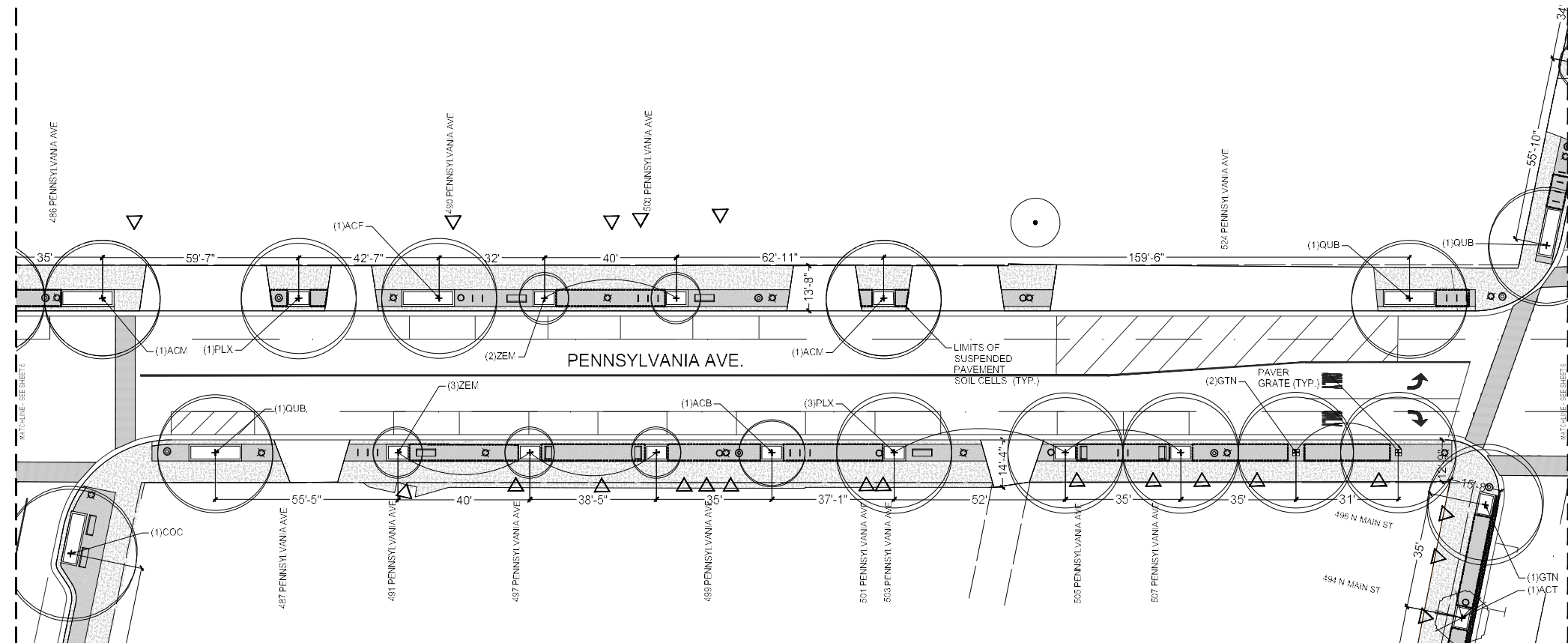
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	PROPOSED TREE		4' BENCH
	CONCRETE SIDEWALK		6' BENCH
	DECORATIVE PAVING		BOLLARD
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS		TRASH RECEPTACLE
	BUILDING RETAIL/RESTAURANT ENTRANCE		FLOWER POTS
	STREET LIGHT *LOCATIONS TIED		

PENNSYLVANIA AVE PROSPECT TO GLENWOOD

GLEN ELLYN CBD STREETSCAPE DRAFT TREE PLANTING PLAN



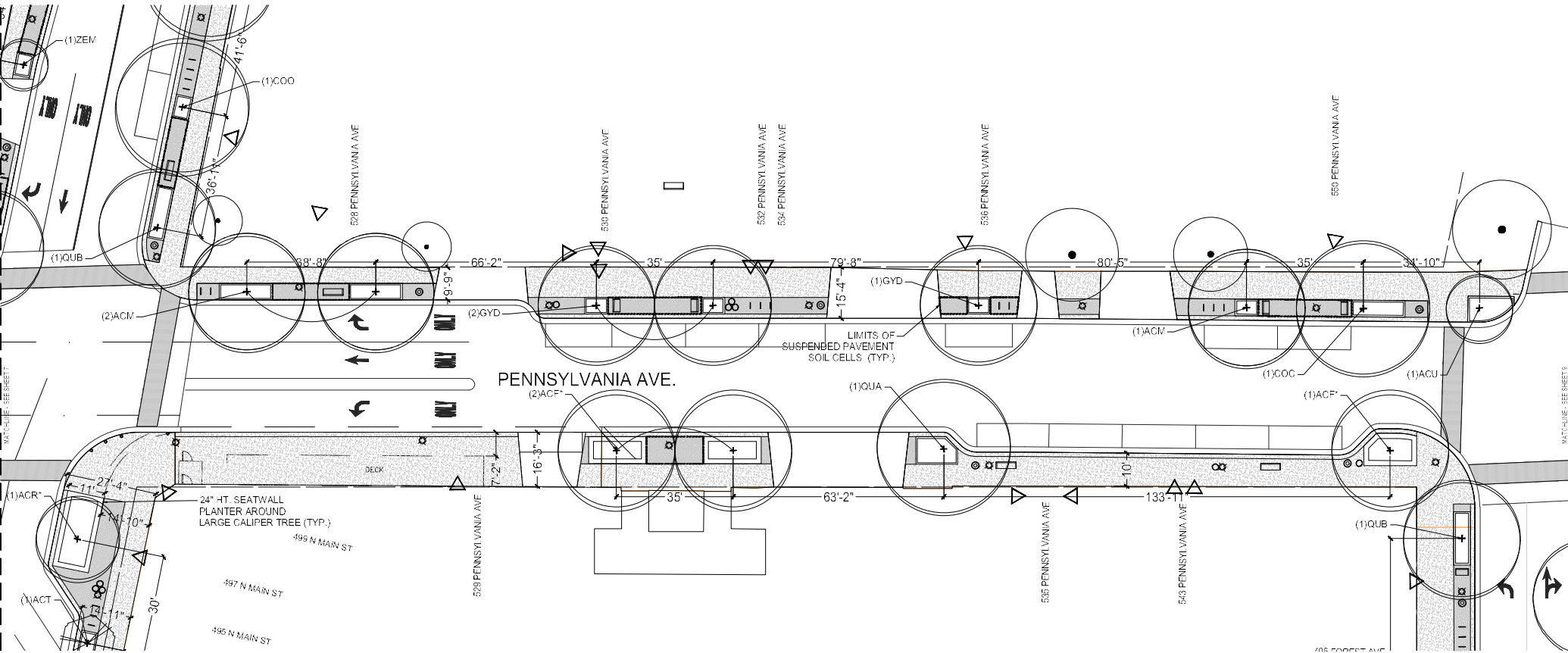
Nov 30, 2021
Sheet 6 of 18



PENNSYLVANIA AVE
GLENWOOD TO MAIN

LEGEND			
	EXISTING TREE TO REMAIN		BIKE RACKS
	PROPOSED TREE		6' BENCH
	CONCRETE SIDEWALK		9' BENCH
	DECORATIVE PAVING		BOLLARD
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS		TRASH RECEPTACLE
	BUILDING ENTRANCE		FLOWER POTS
	STREET LIGHT		
	"LOCATIONS TBD"		





LEGEND

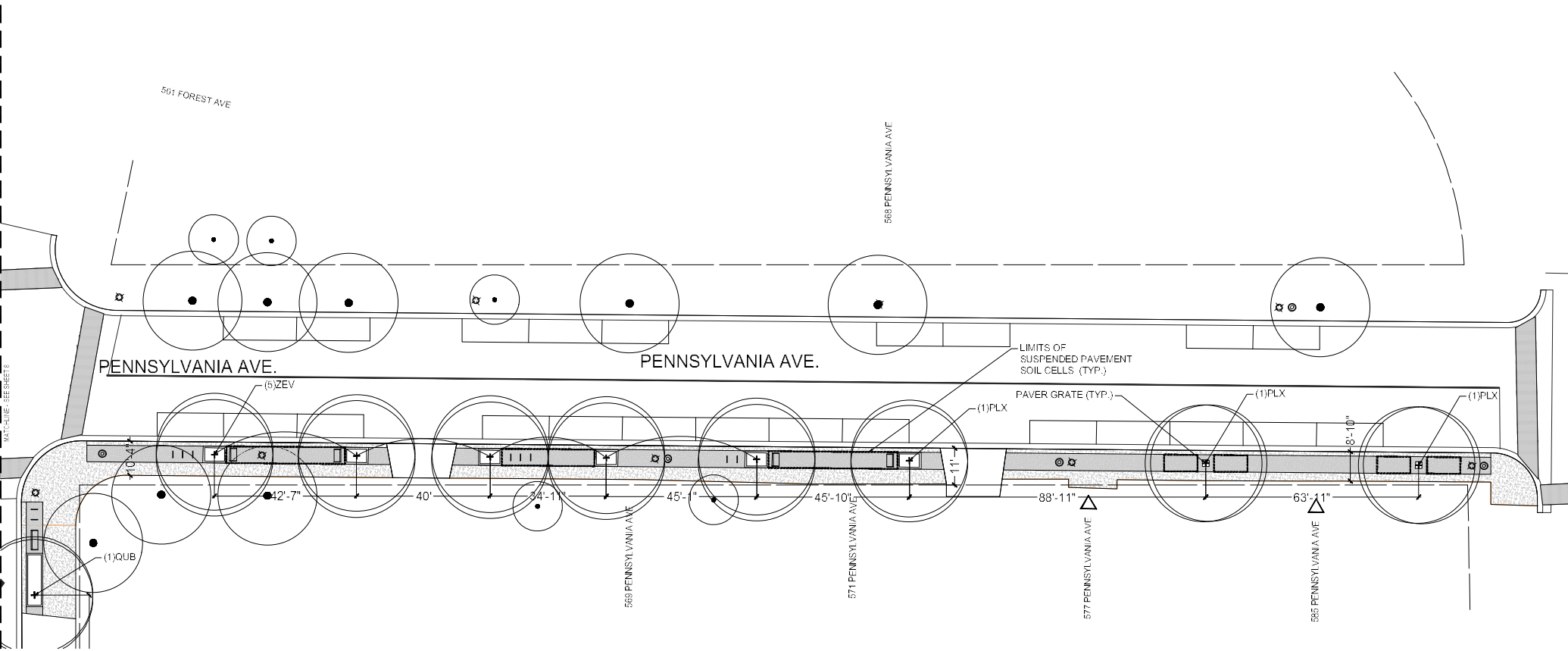
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	PROPOSED TREE		4' BENCH
	CONCRETE SIDEWALK		6' BENCH
	DECORATIVE PAVING		BOLLARD
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS		TRASH RECEPTACLE
	BUILDING RETAIL/RESTAURANT ENTRANCE		FLOWER POTS
	STREET LIGHT *LOCATIONS TIED		

PENNSYLVANIA AVE MAIN TO FOREST

GLEN ELLYN CBD STREETScape DRAFT TREE PLANTING PLAN



Jan 29, 2021
Sheet 6 of 18



LEGEND

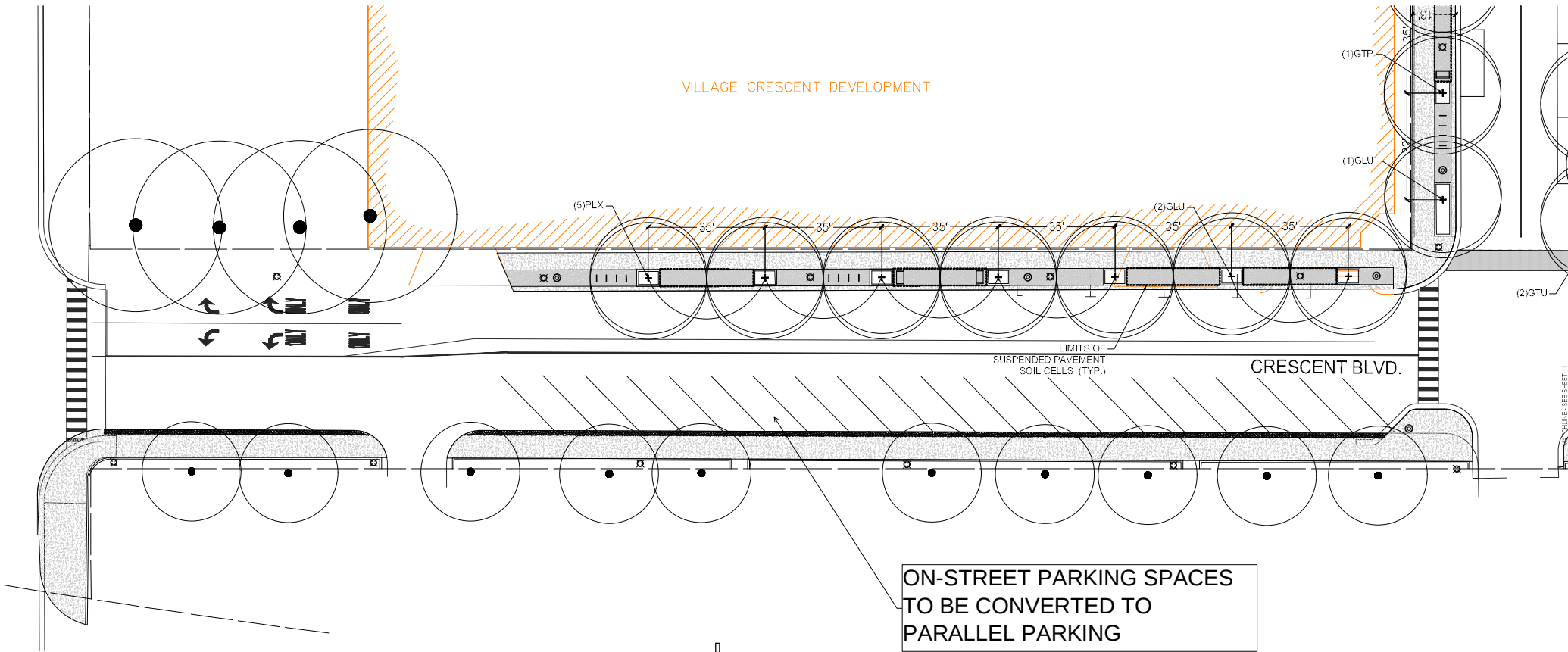
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	PROPOSED TREE		4' BENCH
	CONCRETE SIDEWALK		6' BENCH
	DECORATIVE PAVING		BOLLARD
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS		TRASH RECEPTACLE
	BUILDING RETAIL/RESTAURANT ENTRANCE		FLOWER POTS
	STREET LIGHT *LOCATIONS TBD		

PENNSYLVANIA AVE FOREST TO PARK

GLEN ELLYN CBD STREETSCAPE DRAFT TREE PLANTING PLAN



Jan 29, 2021
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LEGEND

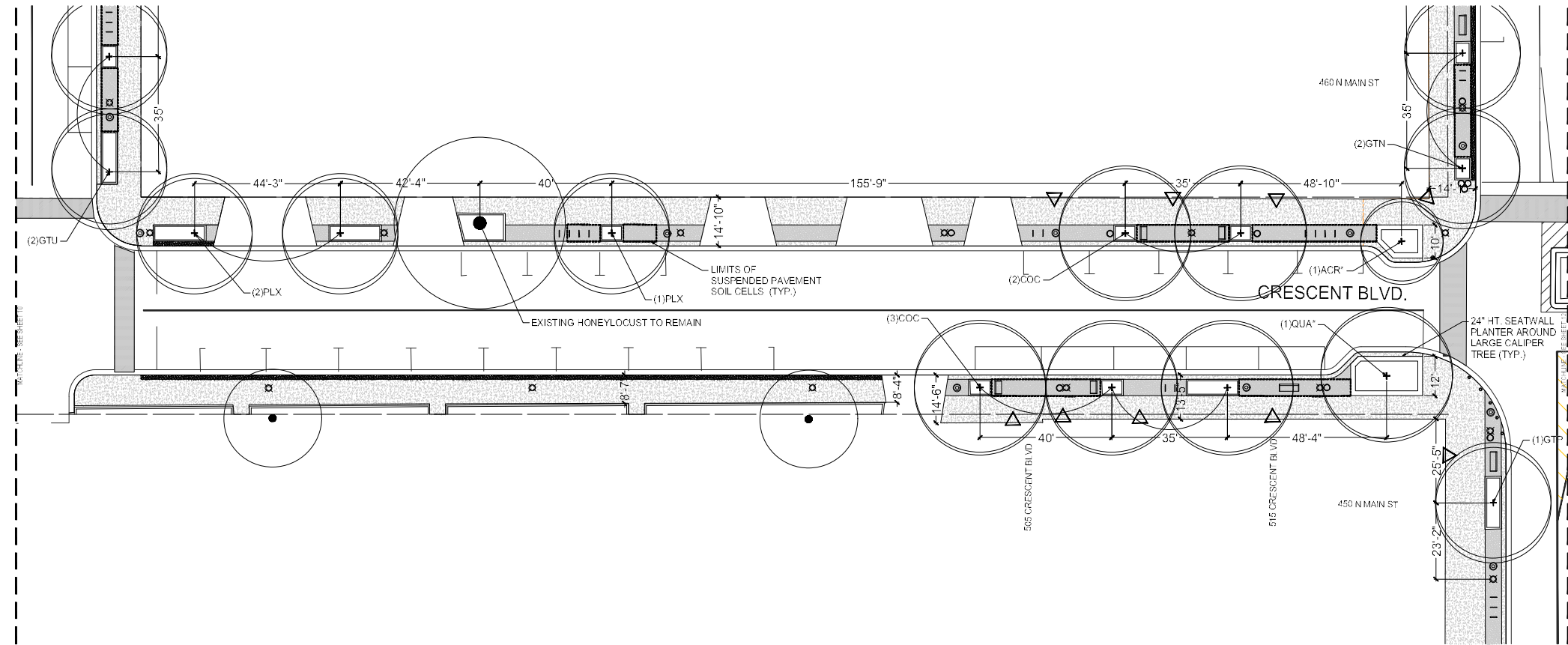
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	PROPOSED TREE		4' BENCH
	CONCRETE SIDEWALK		6' BENCH
	DECORATIVE PAVING		BOLLARD
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS		TRASH RECEPTACLE
	BUILDING RETAIL/RESTAURANT ENTRANCE		FLOWER POTS
	STREET LIGHT *LOCATIONS TBD		

CRESCENT BOULEVARD PROSPECT TO GLENWOOD

GLEN ELLYN CBD STREETSCAPE DRAFT TREE PLANTING PLAN



Jan 29, 2021
Sheet 10 of 18



LEGEND

	EXISTING TREE TO REMAIN		BIKE RACKS
	PROPOSED TREE		4' BENCH
	CONCRETE SIDEWALK		8' BENCH
	DECORATIVE PAVING		BOLLARD
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS		TRASH RECEPTACLE
	BUILDING RETAIL/RESTAURANT ENTRANCE		FLOWER POTS
	STREET LIGHT *LOCATIONS TBD		

CRESCENT BOULEVARD

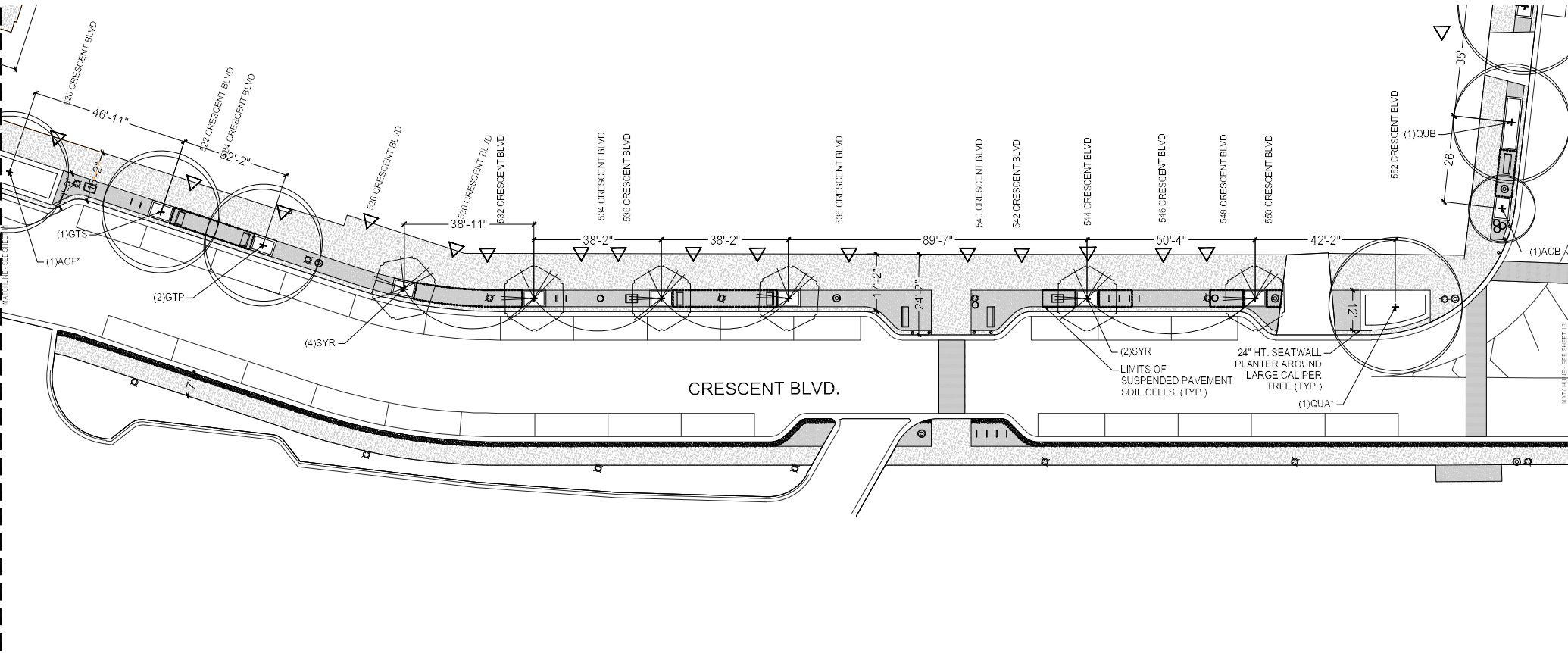
GLENWOOD TO MAIN

GLEN ELLYN CBD STREETScape

DRAFT TREE PLANTING PLAN



Jan 29, 2021
Sheet 11 of 18



LEGEND

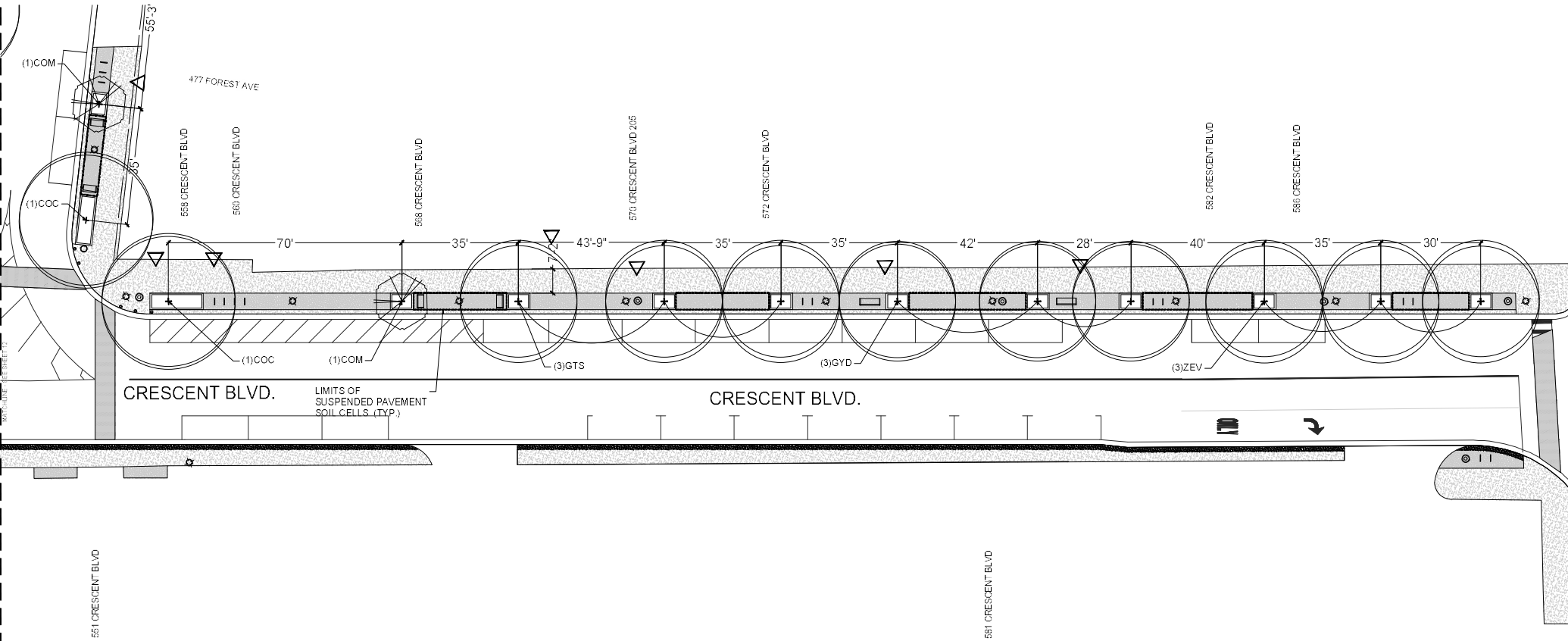
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	PROPOSED TREE		4' BENCH
	CONCRETE SIDEWALK		8' BENCH
	DECORATIVE PAVING		BOLLARD
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS		TRASH RECEPTACLE
	BUILDING RETAIL/RESTAURANT ENTRANCE		FLOWER POTS
	STREET LIGHT *LOCATIONS TBD		

CRESCENT BOULEVARD MAIN TO FOREST

GLEN ELLYN CBD STREETScape DRAFT TREE PLANTING PLAN



Jan 29, 2021
Sheet 12 of 18



LEGEND

	EXISTING TREE TO REMAIN		BIKE RACKS
	PROPOSED TREE		4' BENCH
	CONCRETE SIDEWALK		6' BENCH
	DECORATIVE PAVING		BOLLARD
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS		TRASH RECEPTACLE
	BUILDING RETAIL/RESTAURANT ENTRANCE		FLOWER POTS
	STREET LIGHT *LOCATIONS TBD		

CRESCENT BOULEVARD

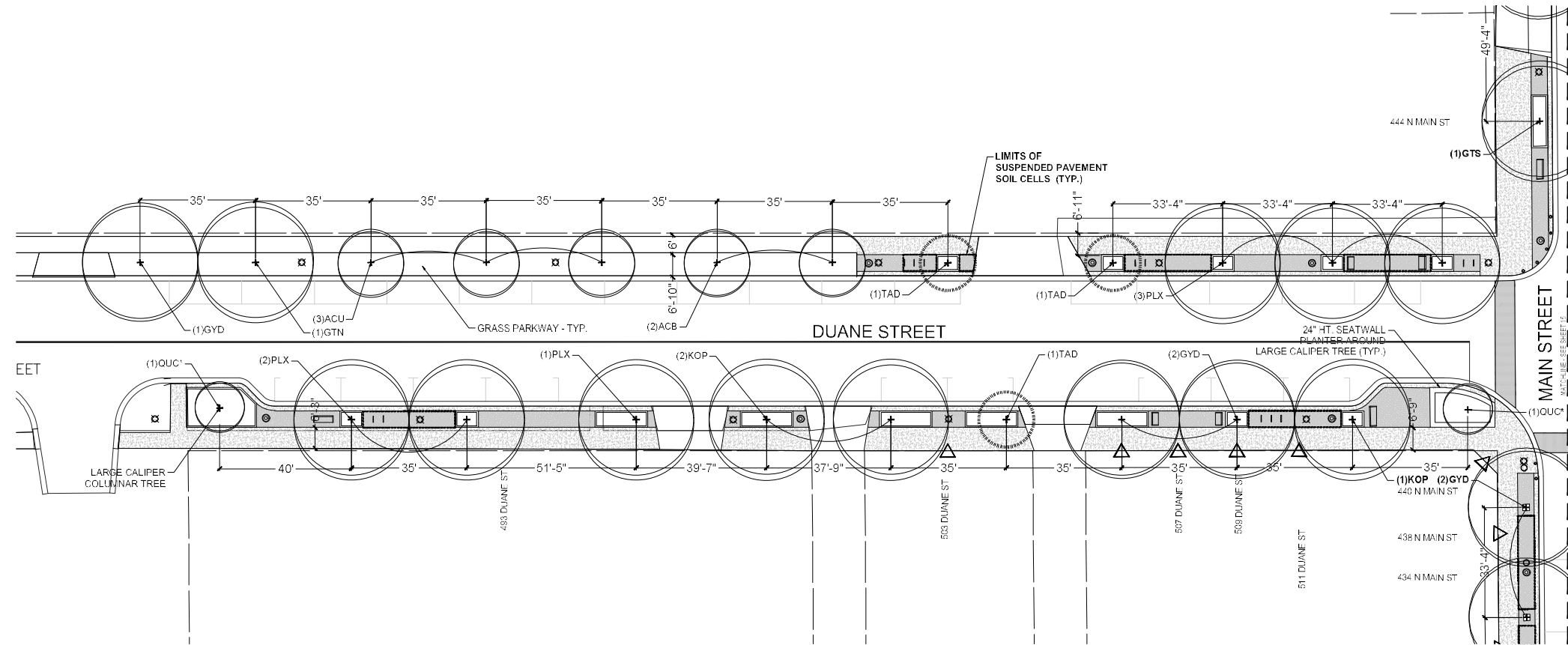
PROSPECT TO GLENWOOD

GLEN ELLYN CBD STREETScape

DRAFT TREE PLANTING PLAN



Jan 29, 2021
Sheet 13 of 18



LEGEND

	EXISTING TREE TO REMAIN		BIKE RACKS
	PROPOSED TREE		4' BENCH 6' BENCH
	CONCRETE SIDEWALK		BOLLARD
	DECORATIVE PAVING		TRASH RECEPTACLE
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS		FLOWER POTS
	BUILDING RETAIL/RESTAURANT ENTRANCE		
	STREET LIGHT *LOCATIONS TBD		

DUANE STREET

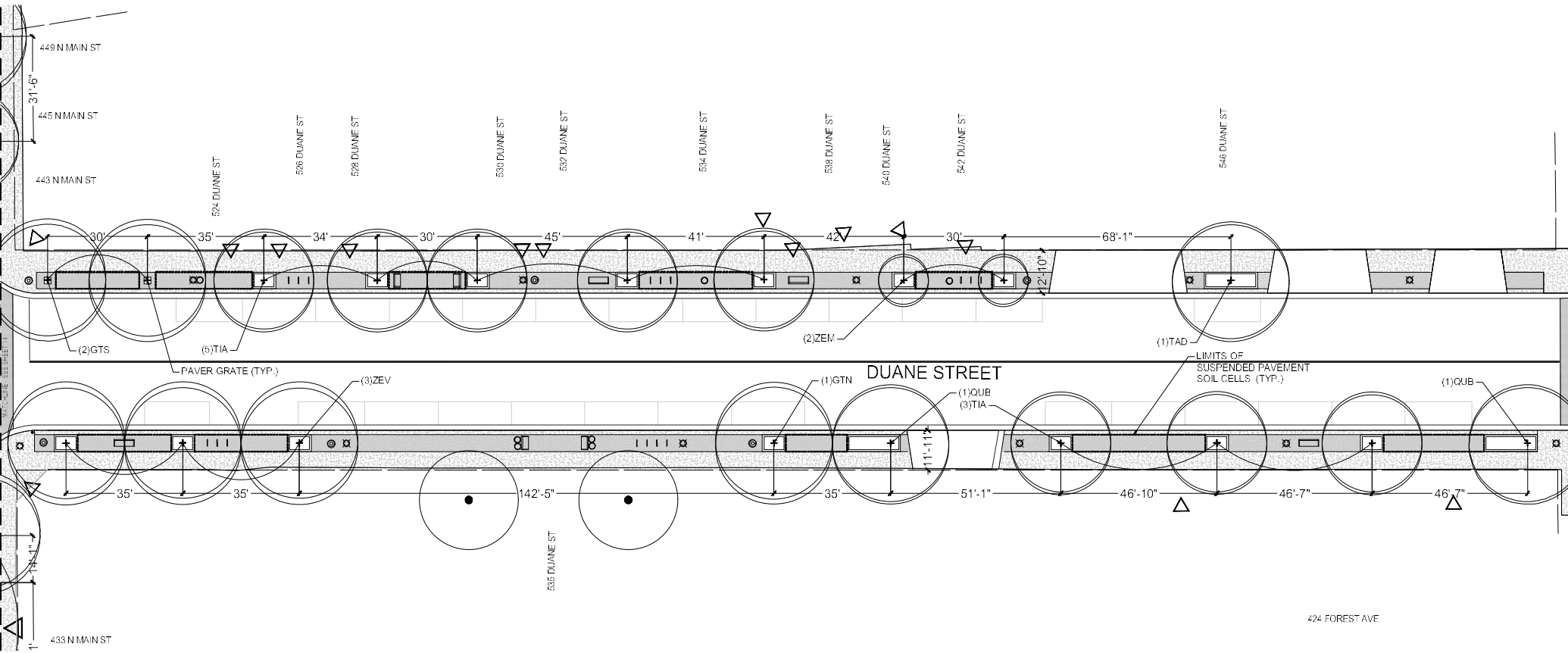
GLENWOOD TO MAIN

GLEN ELLYN CBD STREETScape

DRAFT TREE PLANTING PLAN



Jan 29, 2021
Sheet 14 of 18



LEGEND

	EXISTING TREE TO REMAIN		BIKE RACKS
	PROPOSED TREE		4' BENCH
	CONCRETE SIDEWALK		6' BENCH
	DECORATIVE PAVING		BOLLARD
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS		TRASH RECEPTACLE
	BUILDING RETAIL/RESTAURANT ENTRANCE		FLOWER POTS
	STREET LIGHT *LOCATIONS TBD		

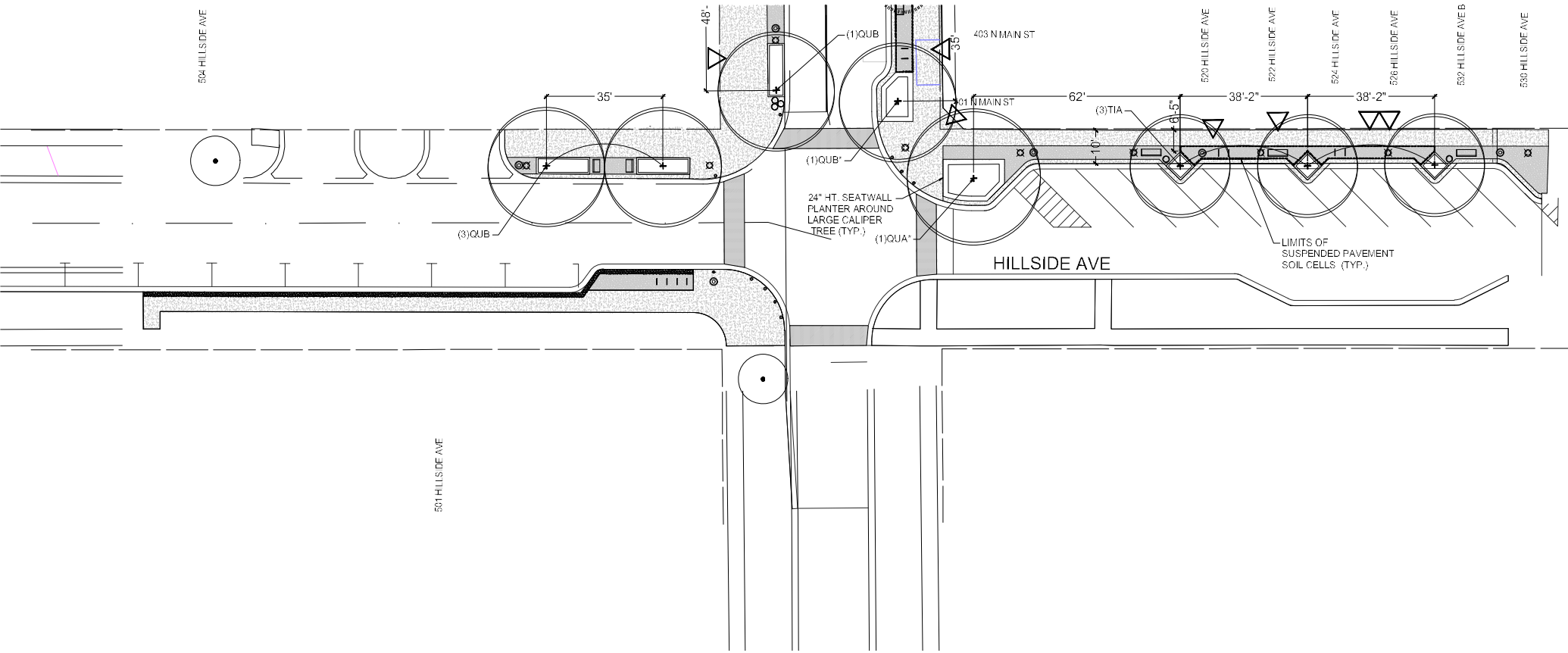
DUANE STREET MAIN TO FOREST



GLEN ELLYN CBD STREETScape DRAFT TREE PLANTING PLAN



Jan 29, 2021
Sheet 15 of 18



LEGEND

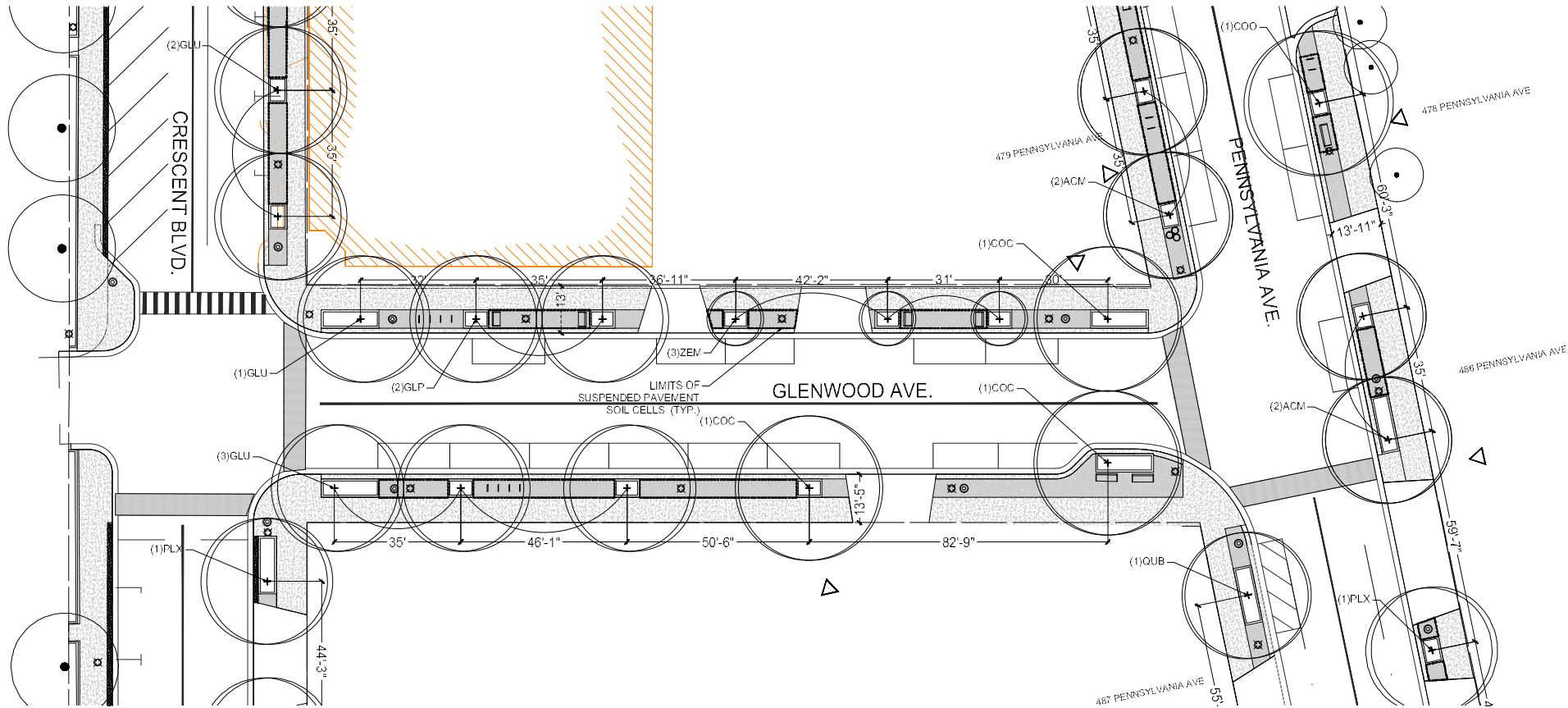
	EXISTING TREE TO REMAIN		BIKE RACKS
	PROPOSED TREE		4' BENCH
	CONCRETE SIDEWALK		6' BENCH
	DECORATIVE PAVING		BOLLARD
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS		TRASH RECEPTACLE
	BUILDING RETAIL/RESTAURANT ENTRANCE		FLOWER POTS
	STREET LIGHT *LOCATIONS TBD		

HILLSIDE AVENUE AT MAIN

GLEN ELLYN CBD STREETScape DRAFT TREE PLANTING PLAN



Jan 29, 2021
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LEGEND

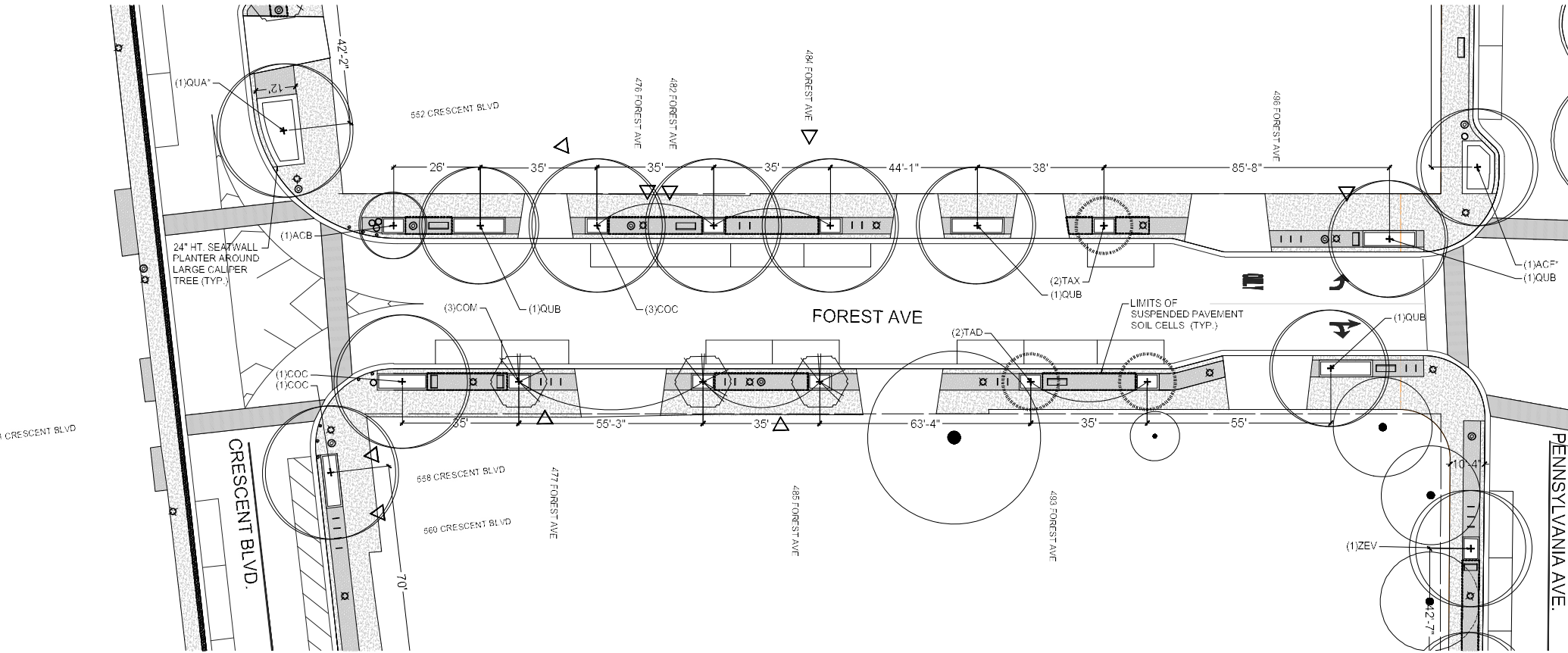
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	PROPOSED TREE		4' BENCH
	CONCRETE SIDEWALK		6' BENCH
	DECORATIVE PAVING		BOLLARD
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS		TRASH RECEPTACLE
	BUILDING RETAIL/RESTAURANT ENTRANCE		FLOWER POTS
	STREET LIGHT *LOCATIONS TBD		

GLENWOOD AVE CRESCENT TO PENNSYLVANIA

GLEN ELLYN CBD STREETSCAPE DRAFT TREE PLANTING PLAN



Jan 29, 2021
Sheet 17 of 18



LEGEND

	EXISTING TREE TO REMAIN		BIKE RACKS
	PROPOSED TREE		4\"/>
	CONCRETE SIDEWALK		8\"/>
	DECORATIVE PAVING		BOLLARD
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS		TRASH RECEPTACLE
	BUILDING RETAIL/RESTAURANT ENTRANCE		FLOWER POTS
	STREET LIGHT *LOCATIONS TBD		

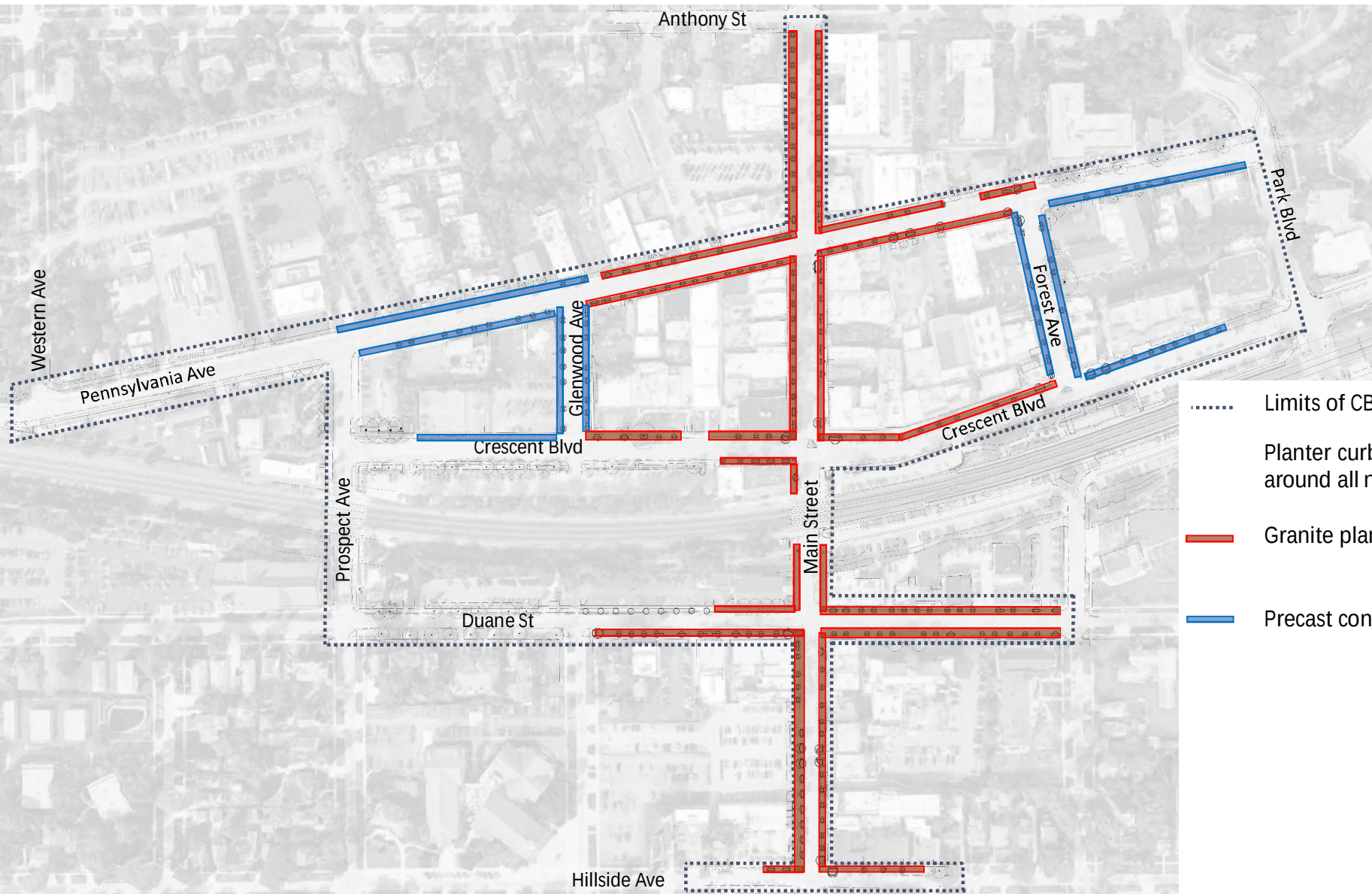
FOREST AVENUE CRESCENT TO PENNSYLVANIA

GLEN ELLYN CBD STREETScape DRAFT TREE PLANTING PLAN



Jan 29, 2021
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EXHIBIT C



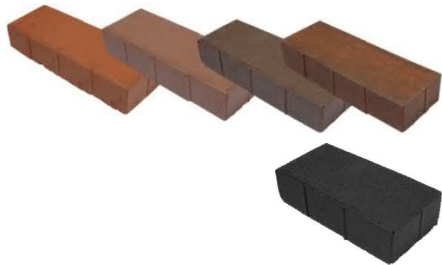
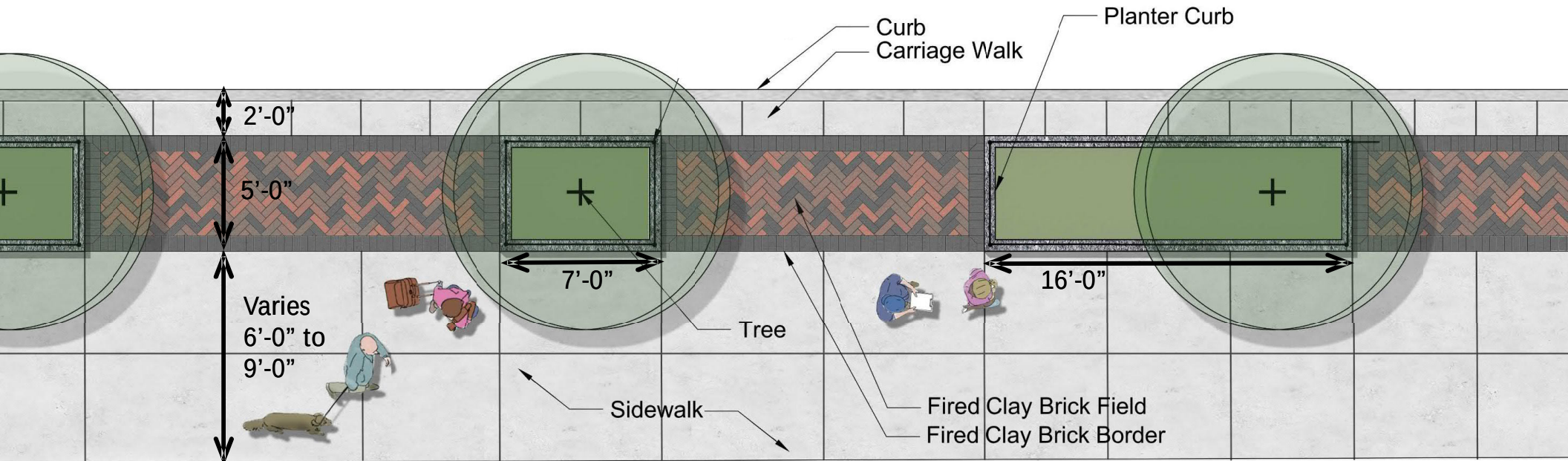
Legend

- Limits of CBD Improvements
- Planter curbs will be installed around all new trees.
- Granite planter curbs
- Precast concrete planter curbs

Planter Seat Walls



Selected Streetscape Layout | Plan View



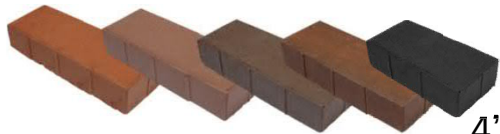
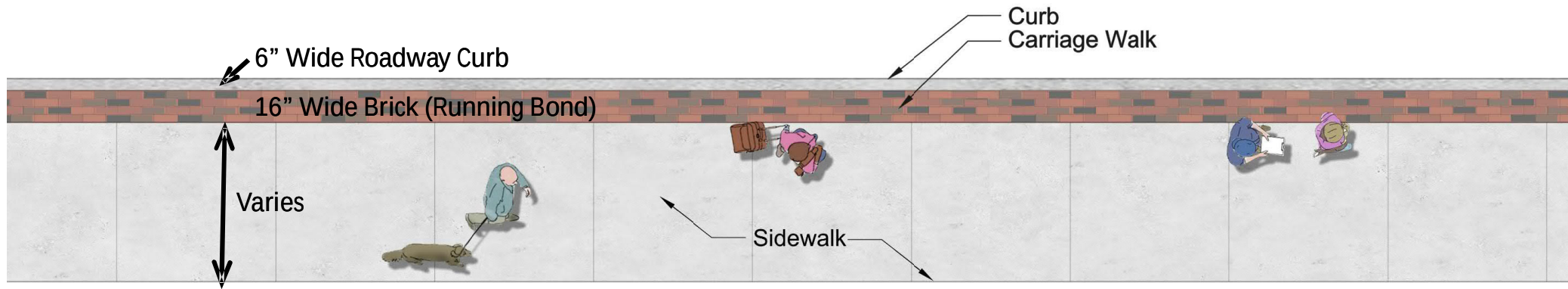
4"x12" Herringbone Field: Blend of 32 Antique, 33 Dark Antique, 34 Mulberry, 36 Sunset Red and 63 Charcoal

4"x8" Soldier Course Border:
63 Charcoal



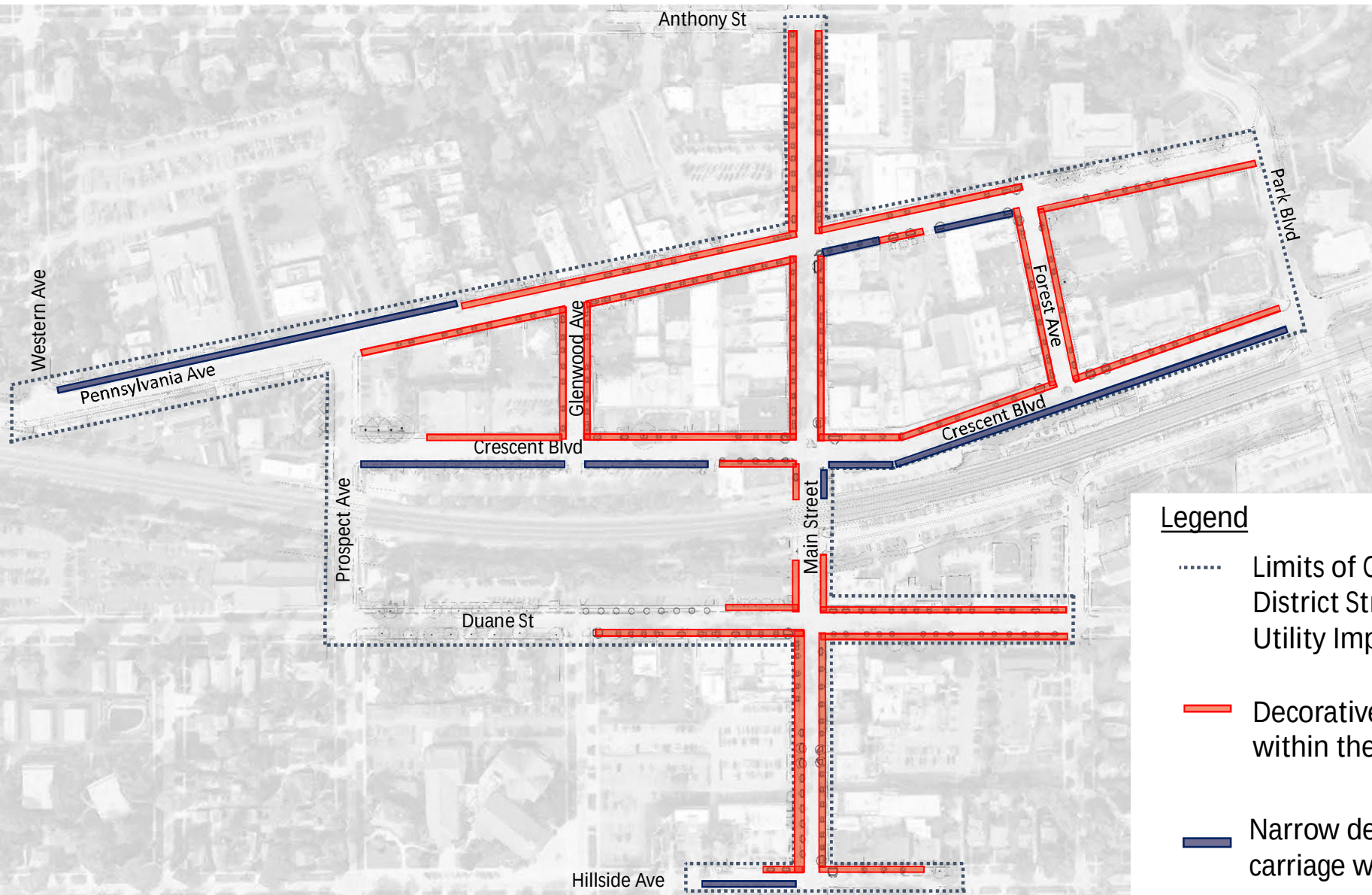
6" w. x 6" ht. Planter Curbs:
Mesabi Black Diamond 10 finish granite

Expanded Pavers into Carriage Walk | Narrow Band 1



4"x12" Running Bond: Blend of 32 Antique, 33 Dark Antique, 34 Mulberry, 36 Sunset Red and 63 Charcoal

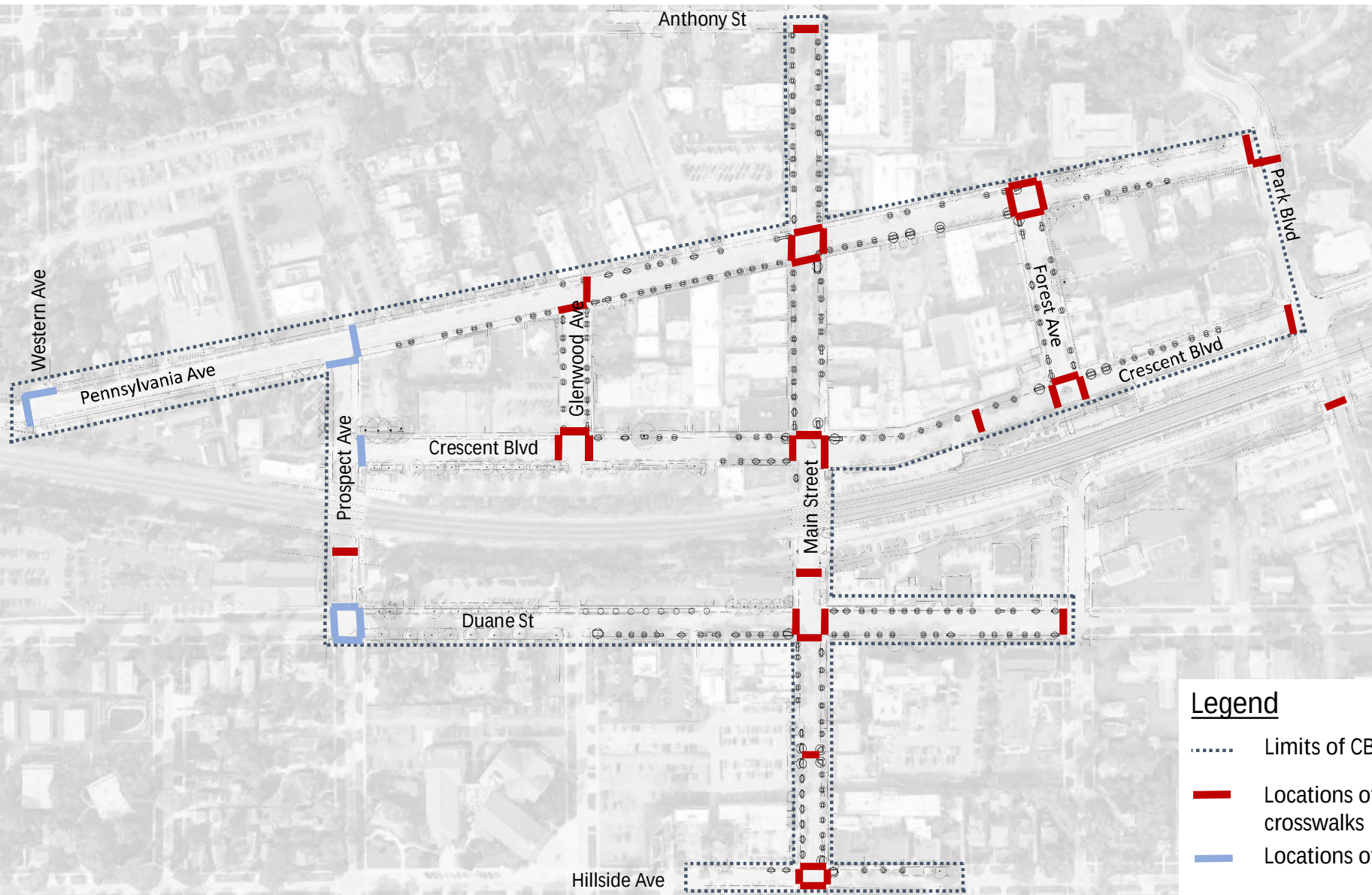
EXHIBIT F



Legend

- Limits of Central Business District Streetscape and Utility Improvements
- Decorative pavement within the furniture zone
- Narrow decorative carriage walk

EXHIBIT G



Historic Plaques | Option 2 (16" x 16")

16"x16" Granite Plaque:
Granite color and finish to match planter curb material (Mesabi Black, Diamond 10 finish)

Plaques to be centered in decorative pavement field



Phased Construction Timeline



Exhibit J

3/15/2021

CBD Streetscape and Utility Improvements Project**Total Project Cost Summary**

Item	Status	Capital	Water	Sewer	Totals
Underground Utility Study	Complete	\$ 169,019	\$ 75,500	\$ 380,980	\$ 625,499
Phase II Engineering - Phase I	Complete	\$ 229,371	\$ 67,906	\$ 67,906	\$ 365,183
Phase II Engineering - Phase II	In Progress	\$ 789,302	\$ 173,978	\$ 173,978	\$ 1,137,257
Construction - Phase 1	Future Construction - 2022	\$ 5,179,000	\$ 336,000	\$ 547,000	\$ 6,062,000
Construction - Phase 2	Future Construction - 2023	\$ 8,420,000	\$ 1,376,000	\$ 1,134,000	\$ 10,930,000
Construction - Phase 3	Future Construction - 2024	\$ 3,540,000	\$ 238,000	\$ 301,000	\$ 4,079,000
Construction - Phase 4	Future Construction - 2025-2027	\$ 4,313,000	\$ 564,000	\$ 612,000	\$ 5,489,000
Totals		\$ 22,639,691	\$ 2,831,384	\$ 3,216,864	\$ 28,687,939

Notes:

1. Significant Contingency Included: ~\$2.1M (Breakdown :\$1.7M Capital, \$200K Water, \$200K Sewer)
2. 3% Escalation Factored Into Cost Estimates For Construction
3. Construction Engineering Estimated To Be 11% (Construction Plus Contingency)
4. Phase 4 Would Be Included In Metra Station Project

How does the Village Pay for Project Costs?

Projects	Project Costs			How We Pay for Project Costs			
	Total Estimated Cost	Phase 4 part of Train Station Project	Total Estimated Cost	Grant Funding	Village Funding - Water & Sewer Fund	Village Funding - Capital Projects Fund	Bonds Needed
CBD Streetscape	\$ 28,688,000	\$ (4,313,000)	\$ 24,375,000	\$ -	\$ 6,049,000	\$ 11,188,000	\$ 7,138,000
Train Station	\$ 21,187,000	\$ 4,313,000	\$ 25,500,000	\$ 20,400,000	\$ -	\$ 1,500,000	\$ 3,600,000
Civic Center	\$ 2,750,000	\$ -	\$ 2,750,000	\$ -	\$ -	\$ 1,250,000	\$ 1,500,000
Parking Garage	\$ 17,700,000	\$ -	\$ 17,700,000	\$ -	\$ -	\$ 1,800,000	\$ 15,900,000
Total	\$ 70,325,000	\$ -	\$ 70,825,000	\$ 20,400,000	\$ 6,049,000	\$ 15,738,000	\$ 28,138,000

Notes:

1. Estimated costs include current scope as of March 2021. Final costs will be known once the CBD Streetscape and Train Station projects are bid.
2. Phase 4 of the CBD Streetscape project will be completed as part of the train station project. Therefore, that cost has been allocated to the train station.
3. The Water & Sewer portion of the CBD Streetscape project will be paid by the Water & Sewer Fund.
4. Grant funding represents amounts that the Village is reasonably confident to receive. The Village will continue to review available grant opportunities.
5. Village funding represents either annual revenues towards project costs or funds above the Village's required reserve policies that are available to be allocated to the project.
6. As shown in the analysis, the Village has already received \$19.9 million in bond proceeds. The current analysis depicts an additional \$8.25 million needed, likely in 2022 or 2023. The actual cost of the CBD Streetscape project and Train Station project once bid will determine the final amount of the last bond issue. Also, the availability of additional grant funds or CBD TIF funds could reduce the amount borrowed.
7. All amounts depicted in this schedule are based upon known facts as of March 2021. Changes in project scope and market conditions will effect this analysis.

Bonds Issued 2018	\$	10,034,190
Bonds Issued 2020	\$	9,852,345
Remaining Bond Funding Needed	\$	8,251,465
Total	\$	28,138,000

How Does the Village Pay Back the Debt Service on the Bonds?

Debt Service Payments	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
Bonds Issued 2018 - \$9.9 million - Debt Service Known	\$ 682,219	\$ 680,519	\$ 678,519	\$ 681,219	\$ 683,469	\$ 680,469	\$ 681,769	\$ 682,819	\$ 683,419	\$ 678,569	\$ 683,419	\$ 682,669	\$ 680,119	\$ 682,081	\$ 682,675	\$ 681,850	\$ 680,325	\$ 683,100	\$ -	\$ -	\$ -	\$ -
Bonds Issued 2020 - \$9.475 million - Debt Service Known	\$ 608,123	\$ 608,823	\$ 606,673	\$ 609,223	\$ 611,323	\$ 607,973	\$ 609,323	\$ 610,223	\$ 610,673	\$ 610,673	\$ 606,660	\$ 607,560	\$ 609,875	\$ 606,775	\$ 608,600	\$ 608,888	\$ 609,000	\$ 607,500	\$ 610,800	\$ 580,000	\$ 580,000	\$ 580,000
Debt Service - Later Date - \$8.3 million - Estimated	\$ -	\$ -	\$ 580,000	\$ 580,000	\$ 580,000	\$ 580,000	\$ 580,000	\$ 580,000	\$ 580,000	\$ 580,000	\$ 580,000	\$ 580,000	\$ 580,000	\$ 580,000	\$ 580,000	\$ 580,000	\$ 580,000	\$ 580,000	\$ 580,000	\$ 580,000	\$ 580,000	\$ 580,000
Total Annual Debt Service - 20 years of bond payments	\$ 1,290,342	\$ 1,289,342	\$ 1,865,192	\$ 1,870,442	\$ 1,874,792	\$ 1,868,442	\$ 1,871,092	\$ 1,873,042	\$ 1,874,092	\$ 1,869,242	\$ 1,870,079	\$ 1,870,229	\$ 1,869,994	\$ 1,868,856	\$ 1,871,275	\$ 1,870,738	\$ 1,869,325	\$ 1,870,600	\$ 1,190,800	\$ 580,000	\$ 580,000	\$ 580,000
Forecasted Revenues																						
Food and Beverage Tax - 1.5%	\$ 1,300,000	\$ 1,300,000	\$ 1,313,000	\$ 1,326,130	\$ 1,339,391	\$ 1,352,785	\$ 1,366,313	\$ 1,379,976	\$ 1,393,776	\$ 1,407,714	\$ 1,421,791	\$ 1,436,009	\$ 1,450,369	\$ 1,464,873	\$ 1,479,521	\$ 1,494,316	\$ 1,509,260	\$ 1,524,352	\$ 1,539,596	\$ 263,744	\$ -	\$ -
CBD TIF Contribution	\$ -	\$ -	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parking Fund Contribution	\$ -	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
Annual Village Capital Projects Funding	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
Total Funding Sources	\$ 1,450,000	\$ 1,525,000	\$ 1,788,000	\$ 1,801,130	\$ 1,814,391	\$ 1,827,785	\$ 1,841,313	\$ 1,854,976	\$ 1,868,776	\$ 1,882,714	\$ 1,896,791	\$ 1,911,009	\$ 1,925,369	\$ 1,939,873	\$ 1,954,521	\$ 1,969,316	\$ 1,734,260	\$ 1,749,352	\$ 1,764,596	\$ 488,744	\$ 225,000	\$ 225,000
Annual Debt Service Overage/(Shortfall)	\$ 159,658	\$ 235,658	\$ (77,192)	\$ (69,312)	\$ (60,401)	\$ (40,657)	\$ (29,779)	\$ (18,066)	\$ (5,316)	\$ 13,472	\$ 26,712	\$ 40,780	\$ 55,375	\$ 71,017	\$ 83,246	\$ 98,578	\$ (135,065)	\$ (121,248)	\$ 573,796	\$ (91,256)	\$ (355,000)	\$ (355,000)
Cumulative Overage/(Shortfall)	\$ 159,658	\$ 395,316	\$ 318,124	\$ 248,812	\$ 188,411	\$ 147,755	\$ 117,976	\$ 99,910	\$ 94,594	\$ 108,065	\$ 134,777	\$ 175,557	\$ 230,932	\$ 301,948	\$ 385,195	\$ 483,773	\$ 348,708	\$ 227,460	\$ 801,256	\$ 710,000	\$ 355,000	\$ (0)

Notes:

1. The 2018 and 2020 bonds have been issued and annual debt service payments are known. The debt service on the third issue is estimated. All bonds are assumed to be 20 year General Obligation Bonds.
2. The Food and Beverage tax implemented in March 2019 is, by ordinance, to be sunset when the bonds are paid off. This schedule estimates it will be sunset in 2040. However, the tax could be extended further as needed to retire these three bond issues. The estimated annual revenue is based upon 2020 results with a 1% price escalation factor.
3. The CBD TIF has a set term and the last payment will be received in 2026. Depending on the growth of the TIF and the other projects completed with TIF Funds, the TIF could provide additional contributions towards debt service. Projections from the Village's TIF Consultant show over \$1 million available annually from 2025 to 2036 to be used towards TIF projects or debt service.
4. The Parking Fund contributes towards debt service as one of the major projects is the CBD Parking Garage. The contribution from the Parking Fund is realized through permit and daily parking revenue.
5. Annual Village Capital Projects Funding earmarks the use of annually available revenue in the Capital Projects Fund.
6. The Cumulative Overage/Shortfall illustrates that based upon the known and estimated factors as of March 2021, the Village will be able to cover the debt service over the life of the bonds.