



Agenda
Village of Glen Ellyn
Glen Ellyn Village Board
Regular Meeting
Tuesday, May 26, 2020
7:00 PM

Glen Ellyn Civic Center, Galligan Board Room

Village Board Meeting Procedures Statement

On March 16, 2020, Governor Pritzker issued Executive Order. No. 5 in response to COVID-19, which temporarily suspended certain requirements of the Open Meetings Act ILCS 120 allowing Village Board members to participate electronically in Village Board meetings.

The Public is welcome to observe and participate in all meetings of the Village Board. Meetings are streamed at www.glenellyn.org and also televised on WideOpenWest Channel 6, AT&T Channel 99 and Comcast Cable Services Channel 10. Please complete the public comment form, which can be found at www.glenellyn.org/publiccomment. All public comments submitted to the Village Clerk prior to the Audience Participation portion of the agenda will be read into the official record, and any comments received during the meeting will be read into the record during the appropriate portion of the agenda.

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Village Recognition: (Village Clerk)

1. The Village would like to thank the following Board and Commission members for their service to the community: James Meyer (over 25 years of service), Board of Fire and Police Commissioners; Michael Lane, Capital Improvements Commission; Peter Blatchford (Student Commissioner), Environmental Commission; Ben Harrington (Student Commissioner), Finance Commission; Robert Dieter, Historic Preservation Commission; James Manak, Historic Preservation Commission; Sofia Hadley (Student Commissioner), Recreation Commission; Maddie Greenleaf (Student Commissioner), Zoning Board of Appeals

E. Presentation

1. Economic Development Coordinator Meredith Hannah, Communications Coordinator Megan Plahm, Glen Ellyn Chamber Executive Director Dawn Smith and Glen Ellyn Alliance Executive Director Carol White will provide an update on efforts made to support our businesses and community.

F. Audience Participation

1. Open:

On March 16, 2020, Governor Pritzker issued Executive Order. No. 5 in response to COVID-19, which temporarily suspended certain requirements of the Open Meetings Act ILCS 120.

All public comment submitted prior to the Audience Participation portion of the agenda will be read into the official record and any comments received during the meeting will be read into the appropriate portion of the agenda. Please complete the public comment form, which can be found at www.glenellyn.org/publiccomment. All public comments will be received and read by the Village Clerk. These temporary meeting procedures will be eliminated once the emergency declaration is lifted.

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 \$858,249.32. These agenda items have been reviewed by the Management Team & Village Attorney and are consistent with the Village's purchasing policy (Trustee Enright)

1. Total Expenditures (Payroll and Vouchers) - \$858,249.32
2. Approve the Recommendation of Village President Diane McGinley for the Appointment of Environmental Commissioner Chair, Christy Truitt, for a Term Ending May 31, 2021
3. Resolution No. 20-11, A Resolution to Extend the Deadline to File Liquor License Renewal Applications for 2020-2021 and to Prorate the 2020-2021 Liquor License Fees (Village Attorney Mathews)
4. Resolution No. 20-12, A Resolution Authorizing the Village to Enter Into a License Agreement with Everstream GLC Holding Company LLC, to Construct and Maintain a Fiber Optic Line in the Right of Way, from the Eastern Corporate Limit of the Village, to the Western Corporate Limit, Along Roosevelt Road, Pershing Avenue, Nicoll Way and Taft Avenue (Village Attorney Mathews)
5. Resolution No. 20-13, A Resolution to Temporarily Authorize the Community Development Director and Liquor Control Commissioner to Administratively Approve Requests for Outdoor Seating for Restaurant Service, Outdoor Tents, and Outdoor Merchandise in the Village Rights of Way and on Private Property (Village Attorney Mathews)
6. Ordinance No. 6783, An Ordinance Granting Exterior Appearance Approval for Wendy's Restaurant located at 305 Roosevelt Road (Community Development Director Springer)
7. Approve a Facade Improvement Award request, in the amount of \$15,000, to Wenzak Land Management LLC, for the property located at 305 Roosevelt Road to be expensed to the General Fund (Economic Development Coordinator Hannah)

8. Approve a Lease Agreement between the Village of Glen Ellyn and Bensidoun, USA for the Glen Ellyn French Market, Subject to Attorney Review (Community Development Director Springer)
9. Motion to Approve an Intergovernmental Agreement with the Village of Lombard concerning Fire Protection and EMS Services for Certain Properties located within the North Fire Special Service Area (Village Manager Franz)

H. 685 N. Park Boulevard Zoning Variation (Presented by Community Development Director Springer) (Trustee Christiansen)

1. Ordinance No. 6784, An Ordinance Approving a Construction Necessitated Zoning Variation from the Maximum Permitted Lot Coverage Requirement for an Existing Addition on the Property Located at 685 N. Park Blvd

I. 2020 Utility and Roadway Improvement Project (Presented by Professional Engineer Daubert) (Trustee Thompson)

1. Motion to authorize the Village Manager to execute a contract with Schroeder Asphalt Services, Inc. of Huntley, Illinois, in the amount of \$1,298,381 for the 2020 Utility and Roadway Improvement Project #2 to the Capital Projects Fund and Water & Sewer Fund.
2. Motion to authorize the Village Manager to execute an agreement with Engineering Resource Associates, of Warrenville, Illinois, in the not-to-exceed amount of \$79,685, for construction engineering services for the 2020 Utility and Roadway Improvement Project #2 to be expensed to the Capital Projects Fund and Water & Sewer Fund.

J. Board Room AV System (Presented by IT Manager Chiappetta) (Trustee Pryde)

1. Motion to authorize the Village Manager to execute a purchase contract with ACP CreativIT for an amount not-to-exceed \$140,000 to be expensed to the General Fund

K. A Toda Madre License Agreement and Streetscape Cost Share (Presented by Village Manager Franz) (Discussion Only)

1. Village Manager Franz will lead a discussion regarding A Toda Madre's license agreement and streetscape cost share.

L. Reminders

1. A Village Board Workshop is scheduled for Monday, June 15, 2020 at 7:00 PM.
2. A Village Board Meeting is scheduled for Monday, June 22, 2020 at 7:00 PM.

M. Other Business

N. Adjournment



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

Meeting: 05/26/20 07:00 PM
Department: Glen Ellyn Village Board
Department Head: Christina Coyle
Category: Recognition
Prepared By: Lindsey Kaminsky

SCHEDULED

AGENDA ITEM (ID # 4487)

DOC ID: 4487

The Village would like to thank the following Board and Commission members for their service to the community: James Meyer (over 25 years of service), Board of Fire and Police Commissioners; Michael Lane, Capital Improvements Commission; Peter Blatchford (Student Commissioner), Environmental Commission; Ben Harrington (Student Commissioner), Finance Commission; Robert Dieter, Historic Preservation Commission; James Manak, Historic Preservation Commission; Sofia Hadley (Student Commissioner), Recreation Commission; Maddie Greenleaf (Student Commissioner), Zoning Board of Appeals



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

Meeting: 05/26/20 07:00 PM
Department: Finance
Department Head: Christina Coyle
Category: Vouchers
Prepared By: Lori Thomas

SCHEDULED

AGENDA ITEM (ID # 4482)

DOC ID: 4482

Total Expenditures (Payroll and Vouchers) - \$858,249.32

Please see the attached report.

ATTACHMENTS:

- Vouchers 2020-05-26 (PDF)

Approval of Vouchers
For the Village Board Meeting on May 26, 2020

EXPENDITURES:

Accounts Payable Warrant 0520-2	5/8/2020	\$54,553.03
Accounts Payable Warrant 0520-3	5/15/2020	\$306,792.37
Sub-Total		\$361,345.40

Warrant Total \$361,345.40

PAYROLL EXPENDITURES**May 8, 2020****Net Employee Payroll Checks**

\$306,488.84

Employee & Employer Payroll Deductions:

Employee Deductions*	\$142,872.89
IMRF - Employer contribution	\$23,723.55
Social Security/Medicare Tax Withheld - Employer portion	\$23,818.64

Total Payroll**\$496,903.92****\$496,903.92**

GRAND TOTAL \$858,249.32

* 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
2 3M COMPANY											
106582		04/07/2020		0520-3	239936	5,983.40	5,983.40	05/13/2020	INV	PD	VEHICLE MARKING MATERIALS
INVOICE:9407228209 CHECKDATE:05/15/2020											
13 ACCURATE OFFICE SUPPLY CO.											
106480		04/13/2020		0520-3	239938	1,008.00	1,008.00	05/09/2020	INV	PD	WIPES
INVOICE:511592 CHECKDATE:05/15/2020											
82 BELL FUELS, INC.											
106448		04/07/2020		0520-3	239942	299.18	299.18	05/08/2020	INV	PD	FUELS
INVOICE:303989 CHECKDATE:05/15/2020											
106447		04/07/2020		0520-3	239942	935.20	935.20	05/08/2020	INV	PD	ETHANOL OCTANE
INVOICE:303990 CHECKDATE:05/15/2020											
						1,234.38					
114 CASCO INTERNATIONAL											
106599		04/15/2020		0520-3	239944	89.00	89.00	05/13/2020	INV	PD	SAFETY STAMP REDEMPTION
INVOICE:1606274 CHECKDATE:05/15/2020											
106355		04/16/2020		0520-3	239944	70.00	70.00	05/08/2020	INV	PD	SAFETY STAMP REDEMPTION
INVOICE:1606868 CHECKDATE:05/15/2020											
106358		04/28/2020		0520-3	239944	36.00	36.00	05/08/2020	INV	PD	SAFETY STAMP REDEMPTION
INVOICE:1610956 CHECKDATE:05/15/2020											
106357		04/28/2020		0520-3	239944	34.00	34.00	05/08/2020	INV	PD	SAFETY STAMP REDEMPTION
INVOICE:1610957 CHECKDATE:05/15/2020											
106356		04/28/2020		0520-3	239944	33.00	33.00	05/08/2020	INV	PD	SAFETY STAMP REDEMPTION
INVOICE:1610958 CHECKDATE:05/15/2020											
						262.00					
175 COMMONWEALTH EDISON COMPANY											
106575		04/14/2020		0520-3	239952	3,447.03	3,447.03	05/13/2020	INV	PD	2943055045 4/20 COM ED
INVOICE:4-14-20 5045 CHECKDATE:05/15/2020											
106574		04/15/2020		0520-3	239952	324.50	324.50	05/13/2020	INV	PD	4145057007 04/20 COM ED
INVOICE:4-15-20 7007 CHECKDATE:05/15/2020											
						3,771.53					
204 DAILY HERALD											
106490		04/11/2020		0520-3	239958	62.10	62.10	05/09/2020	INV	PD	BID NOTICES
INVOICE:46877 CHECKDATE:05/15/2020											
249 DUPAGE COUNTY											
106495		04/15/2020		0520-3	239960	4,695.87	4,695.87	05/09/2020	INV	PD	FY20 NET RMS COSTS P.D.
INVOICE:20-RMS015 CHECKDATE:05/15/2020											
261 DUPAGE TOPSOIL, INC.											
106492		04/13/2020		0520-3	239961	525.00	525.00	05/09/2020	INV	PD	LANDSCAPING MATERIAL
INVOICE:49710 CHECKDATE:05/15/2020											

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DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
280 EMERGENCY MEDICAL PRODUCTS INC											
106494		03/26/2020		0520-3	239962	45.16	45.16	05/09/2020	INV	PD	MEDICAL SUPPLIES - FIRE ST
INVOICE:2146680		CHECKDATE:05/15/2020									
106493		04/06/2020		0520-3	239962	408.96	408.96	05/09/2020	INV	PD	MEDICAL SUPPLIES - FIRE ST
INVOICE:2151933		CHECKDATE:05/15/2020									
						454.12					
301 FEDERAL EXPRESS CORPORATION											
106373		04/15/2020		0520-3	239966	67.54	67.54	05/08/2020	INV	PD	FED EX CHARGES - APRIL 20
INVOICE:6-992-14054		CHECKDATE:05/15/2020									
311 THE TERRAMAR GROUP, INC											
106498		04/06/2020		0520-3	239968	147.91	147.91	05/09/2020	INV	PD	SIREN CLUTCH
INVOICE:74613		CHECKDATE:05/15/2020									
389 HOLSTEIN'S GARAGE											
106508		03/31/2020		0520-3	239983	157.00	157.00	05/09/2020	INV	PD	SAFETY LANE TESTS - MAR 20
INVOICE:1233		CHECKDATE:05/15/2020									
425 ILLINOIS SECTION AWWA											
106404		02/14/2020		0520-3	239984	74.00	74.00	05/08/2020	INV	PD	TRAINING - B. ATKINSON
INVOICE:200049323		CHECKDATE:05/15/2020									
444 INTERSTATE BATTERY SYS OF SW CHICAGO											
106589		04/22/2020		0520-3	239986	211.90	211.90	05/31/2020	INV	PD	BATTERIES
INVOICE:58007283		CHECKDATE:05/15/2020									
546 LEN'S ACE HARDWARE, INC.											
106523		03/30/2020		0520-3	239998	6.28	6.28	05/09/2020	INV	PD	CABLE TIES
INVOICE:94700		CHECKDATE:05/15/2020									
106408		04/07/2020		0520-3	239998	32.37	32.37	05/08/2020	INV	PD	MISC HARDWARE
INVOICE:94770		CHECKDATE:05/15/2020									
106407		04/08/2020		0520-3	239998	20.68	20.68	05/08/2020	INV	PD	GRAFFITI REMOVER
INVOICE:94775		CHECKDATE:05/15/2020									
106465		04/10/2020		0520-3	239998	16.19	16.19	05/08/2020	INV	PD	HARDWARE SUPPLIES
INVOICE:94797		CHECKDATE:05/15/2020									
106464		04/13/2020		0520-3	239998	17.99	17.99	05/08/2020	INV	PD	HARDWARE SUPPLIES
INVOICE:94820		CHECKDATE:05/15/2020									
106462		04/14/2020		0520-3	239998	16.12	16.12	05/08/2020	INV	PD	SEED
INVOICE:94834		CHECKDATE:05/15/2020									
106406		04/14/2020		0520-3	239998	25.16	25.16	05/08/2020	INV	PD	LINE STRIP PAINT
INVOICE:94835		CHECKDATE:05/15/2020									
106463		04/14/2020		0520-3	239998	4.49	4.49	05/08/2020	INV	PD	HARDWARE SUPPLIES
INVOICE:94836		CHECKDATE:05/15/2020									
106524		04/16/2020		0520-3	239998	12.51	12.51	05/09/2020	INV	PD	BOLTS/ NUTS/SCREWS
INVOICE:94869		CHECKDATE:05/15/2020									
106461		04/17/2020		0520-3	239998	14.36	14.36	05/08/2020	INV	PD	HARDWARE SUPPLIES



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:94878			CHECKDATE:05/15/2020			166.15					
590 MEADE ELECTRIC COMPANY, INC.											
106411		03/20/2020		0520-3	240001	413.12	413.12	05/08/2020	INV	PD	TRAFFIC LIGHT REPAIR
INVOICE:691980			CHECKDATE:05/15/2020								
595 MENARDS, INC.											
106529		04/10/2020		0520-3	240002	74.49	74.49	05/09/2020	INV	PD	LINE STRIPING SUPPLIES
INVOICE:40676			CHECKDATE:05/15/2020								
106530		04/14/2020		0520-3	240002	56.99	56.99	05/09/2020	INV	PD	LANDSCAPE FABRIC
INVOICE:40901			CHECKDATE:05/15/2020								
106528		04/15/2020		0520-3	240002	39.84	39.84	05/09/2020	INV	PD	LINE STRIPING SUPPLIES
INVOICE:40950			CHECKDATE:05/15/2020			171.32					
596 METRO PARAMEDIC SERVICES, INC.											
106372		04/16/2020		0520-3	240003	33,641.92	33,641.92	05/08/2020	INV	PD	MAY SERVICE FEE
INVOICE:20-01431			CHECKDATE:05/15/2020								
609 MIDWEST TRADING HORTICULTURAL SUPPLIES											
106531		04/08/2020		0520-3	240005	1,370.00	1,370.00	05/09/2020	INV	PD	PLANTING SOIL
INVOICE:1468145			CHECKDATE:05/15/2020								
612 KONICA MINOLTA BUSINESS SOLUTIONS INC											
106366		04/19/2020		0520-3	239995	275.00	275.00	05/08/2020	INV	PD	112754 COPIER SERVICES KONICA
INVOICE:35330578			CHECKDATE:05/15/2020								
106365		04/21/2020		0520-3	239994	226.00	226.00	05/08/2020	INV	PD	583326 COPIER SERVICES KONICA
INVOICE:412704348			CHECKDATE:05/15/2020								
106369		04/22/2020		0520-3	239994	445.00	445.00	05/08/2020	INV	PD	566939 COPER SERVICES KONICA
INVOICE:412745697			CHECKDATE:05/15/2020								
106520		04/14/2020		0520-3	239993	230.00	230.00	05/09/2020	INV	PD	61936394 MAINTENANCE 4/14-5/13
INVOICE:9006689101			CHECKDATE:05/15/2020								
106371		04/24/2020		0520-3	239993	373.56	373.56	05/08/2020	INV	PD	61267143 COPIER SERVICES KONIC
INVOICE:9006718070			CHECKDATE:05/15/2020			1,549.56					
635 NATIONAL ELEVATOR INSPECTION SVCS INC											
106419		04/03/2020		0520-3	240011	132.00	132.00	05/08/2020	INV	PD	ELEVATOR INSPECTIONS JAN 20
INVOICE:384850			CHECKDATE:05/15/2020								
106417		04/07/2020		0520-3	240011	275.00	275.00	05/08/2020	INV	PD	ELEVATOR INSPECTIONS MARCH 20
INVOICE:385206			CHECKDATE:05/15/2020			407.00					
644 NETTOYER, INC.											
106525		03/31/2020		0520-3	239999	104.00	104.00	05/09/2020	INV	PD	CAR WASHES MARCH 2020
INVOICE:7569			CHECKDATE:05/15/2020								

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT DUE	DATE	TYPE	STS	INVOICE DESCRIPTION
651 NORTHERN ILLINOIS GAS COMPANY												
106580		04/14/2020		0520-3	240014	44.23		44.23	05/13/2020	INV	PD	87885210002 4/20 NICOR
INVOICE:3-14-20	8788			CHECKDATE:05/15/2020								
106579		04/14/2020		0520-3	240014	1,597.56		1,597.56	05/13/2020	INV	PD	01665210009 4/20 NICOR
INVOICE:4-14-20	0166			CHECKDATE:05/15/2020								
106578		04/30/2020		0520-3	240014	57.42		57.42	05/13/2020	INV	PD	05476210009 4/20 NICOR
INVOICE:4-30-20	0547			CHECKDATE:05/15/2020								
106581		04/09/2020		0520-3	240014	331.19		331.19	05/13/2020	INV	PD	24990010001 04/20 NICOR
INVOICE:4-9-20	2499			CHECKDATE:05/15/2020								
106576		04/09/2020		0520-3	240014	79.44		79.44	05/13/2020	INV	PD	65165210009 4/20 NICOR
INVOICE:4-9-20	6516			CHECKDATE:05/15/2020								
						2,109.84						
676 PACKEY WEBB FORD, INC.												
106424		03/23/2020		0520-3	240018	5.10		5.10	05/08/2020	INV	PD	PLUG
INVOICE:150375				CHECKDATE:05/15/2020								
106423		03/31/2020		0520-3	240018	-5.10		-5.10	05/08/2020	CRM	PD	RETURN - ORIGINAL INV 150441
INVOICE:150441				CHECKDATE:05/15/2020								
106422		04/02/2020		0520-3	240018	256.16		256.16	05/08/2020	INV	PD	GAS TANK STRAPS
INVOICE:150460				CHECKDATE:05/15/2020								
106539		04/10/2020		0520-3	240018	340.39		340.39	05/09/2020	INV	PD	THROTTLE BODY
INVOICE:150518				CHECKDATE:05/15/2020								
106542		04/13/2020		0520-3	240018	95.99		95.99	05/09/2020	INV	PD	FLOOR LINERS
INVOICE:150533				CHECKDATE:05/15/2020								
106543		04/13/2020		0520-3	240017	95.99		95.99	05/09/2020	INV	PD	FLOOR LINERS
INVOICE:150534				CHECKDATE:05/15/2020								
106540		04/15/2020		0520-3	240018	91.53		91.53	05/09/2020	INV	PD	DOOR LATCH
INVOICE:150554				CHECKDATE:05/15/2020								
106590		04/21/2020		0520-3	240018	95.99		95.99	05/31/2020	INV	PD	FRONT FLOOR LINERS
INVOICE:150615				CHECKDATE:05/15/2020								
106591		04/28/2020		0520-3	240018	32.40		32.40	05/31/2020	INV	PD	BOLTS
INVOICE:150684				CHECKDATE:05/15/2020								
106592		04/28/2020		0520-3	240018	-21.16		-21.16	05/31/2020	CRM	PD	RETURN PARTS ORG INV 150686
INVOICE:150686				CHECKDATE:05/15/2020								
106541		04/13/2020		0520-3	240017	161.20		161.20	05/09/2020	INV	PD	DIAGNOSTIC PW #270
INVOICE:C63671				CHECKDATE:05/15/2020								
						1,148.49						
738 RAY O'HERRON CO. INC.												
106427		02/25/2020		0520-3	240015	121.00		121.00	05/08/2020	INV	PD	UNIFORMS P.D. CREDIT 60.50 APP
INVOICE:2011376-IN				CHECKDATE:05/15/2020								
106430		03/13/2020		0520-3	240015	141.99		141.99	05/08/2020	INV	PD	UNIFORMS P.D.
INVOICE:2015059-IN				CHECKDATE:05/15/2020								
106426		03/19/2020		0520-3	240015	688.79		688.79	05/08/2020	INV	PD	UNIFORMS P.D.
INVOICE:2016806-IN				CHECKDATE:05/15/2020								
106431		03/19/2020		0520-3	240015	688.79		688.79	05/08/2020	INV	PD	UNIFORMS P.D.
INVOICE:2016807-IN				CHECKDATE:05/15/2020								
106429		04/06/2020		0520-3	240015	125.96		125.96	05/08/2020	INV	PD	UNIFORMS P.D.
INVOICE:2020755-IN				CHECKDATE:05/15/2020								
106545		04/08/2020		0520-3	240015	36.00		36.00	05/09/2020	INV	PD	UNIFORMS P.D.
INVOICE:2021291-IN				CHECKDATE:05/15/2020								



VILLAGE OF GLEN ELLYN

VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						1,802.53					
746 RELIABLE HIGH PERFORMANCE PRODUCTS, INC											
106432		03/31/2020		0520-3	240023	526.86	526.86	05/08/2020	INV	PD	UNIFORMS P.W.
INVOICE:219774		CHECKDATE:05/15/2020									
792 THE SHERWIN WILLIAMS CO.											
106547		04/15/2020		0520-3	240025	204.42	204.42	05/09/2020	INV	PD	PAINT SUPPLIES
INVOICE:8130-7		CHECKDATE:05/15/2020									
806 STANDARD EQUIPMENT COMPANY											
106434		03/26/2020		0520-3	240029	421.69	421.69	05/08/2020	INV	PD	GUTTER BROOMS
INVOICE:P200824		CHECKDATE:05/15/2020									
106556		03/18/2020		0520-3	240029	122.13	122.13	05/09/2020	INV	PD	WELDMENT MOUNT
INVOICE:P20614		CHECKDATE:05/15/2020									
106433		03/26/2020		0520-3	240029	392.26	392.26	05/08/2020	INV	PD	INVENTORY: MAIN BROOM
INVOICE:P20825		CHECKDATE:05/15/2020									
						936.08					
853 TERMINAL SUPPLY CO, INC											
106360		03/25/2020		0520-3	240035	577.18	577.18	05/08/2020	INV	PD	RELAYS, HOSES
INVOICE:28502		CHECKDATE:05/15/2020									
106568		04/07/2020		0520-3	240035	207.81	207.81	05/09/2020	INV	PD	REVERSE ALARMS
INVOICE:30881		CHECKDATE:05/15/2020									
106595		04/28/2020		0520-3	240035	132.27	132.27	05/31/2020	INV	PD	CABLE TIES; SHRINK WRAP
INVOICE:35042		CHECKDATE:05/15/2020									
						917.26					
854 TERRACE SUPPLY COMPANY											
106569		03/31/2020		0520-3	240036	25.73	25.73	05/09/2020	INV	PD	ACETYLENE & OXY RENTAL
INVOICE:1010176		CHECKDATE:05/15/2020									
106359		03/31/2020		0520-3	240036	9.30	9.30	05/08/2020	INV	PD	RENTAL OXYG TANKS
INVOICE:1010688		CHECKDATE:05/15/2020									
						35.03					
865 ACUSHNET COMPANY											
106470		03/04/2020		0520-3	240037	2,500.79	2,500.79	05/08/2020	INV	PD	FOOD RESALE
INVOICE:908756342		CHECKDATE:05/15/2020									
872 TRAFFIC CONTROL & PROTECTION INC											
106570		04/07/2020		0520-3	240039	660.00	660.00	05/09/2020	INV	PD	STREET SIGNS SUPPLIES
INVOICE:103550		CHECKDATE:05/15/2020									
106571		04/14/2020		0520-3	240039	547.90	547.90	05/09/2020	INV	PD	SIGN SUPPLIES
INVOICE:103781		CHECKDATE:05/15/2020									
						1,207.90					
884 U.S. FOODSERVICE, INC.											

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DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
106474		04/10/2020		0520-3	240043	995.15		995.15	05/08/2020	INV	PD	FOOD RESALE
INVOICE:418275			CHECKDATE:05/15/2020									
106475		04/10/2020		0520-3	240043	96.88		96.88	05/08/2020	INV	PD	FOOD RESALE
INVOICE:421575			CHECKDATE:05/15/2020									
106476		04/10/2020		0520-3	240043	69.96		69.96	05/08/2020	INV	PD	FOOD RESALE
INVOICE:421576			CHECKDATE:05/15/2020									
106473		04/15/2020		0520-3	240043	1,421.53		1,421.53	05/08/2020	INV	PD	FOOD RESALE
INVOICE:499127			CHECKDATE:05/15/2020									
919 VILLA PARK ELECTRICAL SUPPLY CO, INC						2,583.52						
106572		04/06/2020		0520-3	240046	80.70		80.70	05/09/2020	INV	PD	LIGHT BULBS
INVOICE:176318			CHECKDATE:05/15/2020									
929 W.W. GRAINGER INC												
106588		04/28/2020		0520-3	239977	15.20		15.20	05/31/2020	INV	PD	BOLTS
INVOICE:9517196896			CHECKDATE:05/15/2020									
962 WILSON GOLF DIVISION												
106478		02/13/2020		0520-3	240049	147.00		147.00	05/08/2020	INV	PD	GOLF SHOP RESALE
INVOICE:4530345369			CHECKDATE:05/15/2020									
1076 CINTAS CORPORATION NO 2												
106483		04/16/2020		0520-3	239950	80.37		80.37	05/09/2020	INV	PD	TRAFFIC MATS
INVOICE:4048250030			CHECKDATE:05/15/2020									
106484		04/20/2020		0520-3	239950	54.55		54.55	05/09/2020	INV	PD	TRAFFIC MATS
INVOICE:4048463721			CHECKDATE:05/15/2020									
						134.92						
1078 EQUIFAX INFORMATION SVCS LLC												
106496		04/18/2020		0520-3	239963	49.21		49.21	05/09/2020	INV	PD	INFORMATION SERVICES
INVOICE:5818774			CHECKDATE:05/15/2020									
1097 DLT SOLUTIONS, LLC												
106600	20200013	04/28/2020		0520-3	239959	4,213.19		4,213.19	05/13/2020	INV	PD	AUTOCAD SUBSCRIPTIONS
INVOICE:S1475963			CHECKDATE:05/15/2020									
1127 JAMES J BENES AND ASSOCIATES, INC.												
106513		03/31/2020		0520-3	239988	185.32		185.32	05/09/2020	INV	PD	ENGINEERING SERVICES
INVOICE:MARCH 2020			CHECKDATE:05/15/2020									
1152 TAPCO TRAFFIC & PARKING CONTROL CO., INC												
106567		04/13/2020		0520-3	240034	1,149.00		1,149.00	05/09/2020	INV	PD	SIGN POSTS STREET DEPT
INVOICE:1666982			CHECKDATE:05/15/2020									
1166 MILES CHEVROLET												



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DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
106413 INVOICE:311144	20190068	03/31/2020		0520-3	240006	22,444.00	22,444.00	05/08/2020	INV	PD	2020 CHEVROLET COLORADO TRUCK
1180 GLEN ELLYN PARK DISTRICT											
106503 INVOICE:106503		04/27/2020		0520-3	239974	50.00	50.00	05/09/2020	INV	PD	REFUND - SPECIAL EVENT FEE
1190 HD SUPPLY FACILITIES MAINT LTD.											
106362 INVOICE:190476		03/30/2020		0520-3	240044	439.73	439.73	05/08/2020	INV	PD	HYDRANT EQUIPMENT
1220 VERMEER ILLINOIS, INC											
106598 INVOICE:PE8208		04/20/2020		0520-3	240045	216.00	216.00	05/31/2020	INV	PD	STUMP GRINDERS
1446 CHICAGOLAND TURF											
106450 INVOICE:79152		04/10/2020		0520-3	239949	1,254.00	1,254.00	05/08/2020	INV	PD	TURF SUPPLIES
106449 INVOICE:79153		04/10/2020		0520-3	239949	448.80	448.80	05/08/2020	INV	PD	TURF SUPPLIES
						1,702.80					
1458 OFFICE DEPOT, INC											
106537 INVOICE:466965850001		03/30/2020		0520-3	240016	56.64	56.64	05/09/2020	INV	PD	OFFICE SUPPLIES
106536 INVOICE:468242470001		03/31/2020		0520-3	240016	51.38	51.38	05/09/2020	INV	PD	OFFICE SUPPLIES
106538 INVOICE:475243811001		04/13/2020		0520-3	240016	191.18	191.18	05/09/2020	INV	PD	OFFICE SUPPLIES
						299.20					
1726 BRIDGESTONE RETAIL OPERATIONS, LLC											
106497 INVOICE:278241		04/07/2020		0520-3	239967	523.36	523.36	05/09/2020	INV	PD	TIRES
1883 XYLEM DEWATERING SOLUTIONS, INC											
106597 INVOICE:401004309		04/27/2020		0520-3	239976	1,509.21	1,509.21	05/31/2020	INV	PD	CONTROL PANEL
2017 ELLIOTT AUTO SUPPLY COMPANY, INC											
106587 INVOICE:50-2843326		05/01/2020		0520-3	239965	174.00	174.00	05/04/2020	INV	PD	DRUMS ORG INV 190.00 CREDIT 16
2021 A-RELIABLE PRINTING											
106481 INVOICE:22440		04/08/2020		0520-3	239937	164.00	164.00	05/09/2020	INV	PD	COPY PAPER

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DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
2081 HAMPTON, LENZINI AND RENWICK, INC.											
106507		04/08/2020		0520-3	239981	3,750.00	3,750.00	05/09/2020	INV	PD	CONSULTING SERVICES
INVOICE:20200558 CHECKDATE:05/15/2020											
2082 ROM ACQUISITION CORPORATION											
106344		03/18/2020		0520-2	239933	1,052.14	1,052.14	05/05/2020	INV	PD	ROLL UP DOOR KIT - FIRE DEPT
INVOICE:ROM000078076 CHECKDATE:05/08/2020											
2405 SIGN IDENTITY, INC											
106549		04/13/2020		0520-3	240027	767.10	767.10	05/09/2020	INV	PD	CUSTOM SIGNS
INVOICE:2003002 CHECKDATE:05/15/2020											
106550		04/13/2020		0520-3	240027	683.00	683.00	05/09/2020	INV	PD	CUSTOM SIGNS
INVOICE:2003008A CHECKDATE:05/15/2020											
106594		04/21/2020		0520-3	240027	435.40	435.40	05/31/2020	INV	PD	GRAPHICS
INVOICE:2004018 CHECKDATE:05/15/2020											
						1,885.50					
2687 STAPLES CONTRACT & COMMERCIAL, INC.											
106439		02/26/2020		0520-3	240030	10.39	10.39	05/08/2020	INV	PD	DESK SIGNS
INVOICE:3440257386 CHECKDATE:05/15/2020											
106440		02/28/2020		0520-3	240030	250.27	250.27	05/08/2020	INV	PD	CLEANING SUPPLIES
INVOICE:3440420453 CHECKDATE:05/15/2020											
106441		02/28/2020		0520-3	240030	73.47	73.47	05/08/2020	INV	PD	PAPER TOWELS
INVOICE:3440420455 CHECKDATE:05/15/2020											
106438		02/29/2020		0520-3	240030	95.67	95.67	05/08/2020	INV	PD	HAND SANITIZER; DISENFECTIONANT
INVOICE:3440637851 CHECKDATE:05/15/2020											
106436		03/12/2020		0520-3	240030	202.47	202.47	05/08/2020	INV	PD	PRINTER CARTRIDGES
INVOICE:3442076627 CHECKDATE:05/15/2020											
106442		03/18/2020		0520-3	240030	69.72	69.72	05/08/2020	INV	PD	DISPOSABLE GLOVES
INVOICE:3442681851 CHECKDATE:05/15/2020											
106557		04/03/2020		0520-3	240030	51.71	51.71	05/09/2020	INV	PD	KLEENEX
INVOICE:3444265404 CHECKDATE:05/15/2020											
106559		04/03/2020		0520-3	240030	158.38	158.38	05/09/2020	INV	PD	TOILET PAPER; PAPER TOWELS
INVOICE:3444265405 CHECKDATE:05/15/2020											
106558		04/04/2020		0520-3	240030	122.63	122.63	05/09/2020	INV	PD	PAPER TOWELS
INVOICE:3444419826 CHECKDATE:05/15/2020											
106563		04/07/2020		0520-3	240030	-59.90	-59.90	05/09/2020	CRM	PD	DIPOSABLE GLOVES
INVOICE:3444764684 CHECKDATE:05/15/2020											
106561		04/07/2020		0520-3	240030	-11.98	-11.98	05/09/2020	CRM	PD	DISPOSABLE GLOVES
INVOICE:3444764685 CHECKDATE:05/15/2020											
106565		04/07/2020		0520-3	240030	20.21	20.21	05/09/2020	INV	PD	VARIOUS OFFICE SUPPLIES
INVOICE:3444764686 CHECKDATE:05/15/2020											
106560		04/07/2020		0520-3	240030	322.91	322.91	05/09/2020	INV	PD	TOILET PAPER
INVOICE:3444764687 CHECKDATE:05/15/2020											
106562		04/08/2020		0520-3	240030	141.64	141.64	05/09/2020	INV	PD	TOILET PAPER; PAPER TOWELS
INVOICE:3444812323 CHECKDATE:05/15/2020											
106564		04/08/2020		0520-3	240030	133.16	133.16	05/09/2020	INV	PD	PAPER TOWELS
INVOICE:3444812324 CHECKDATE:05/15/2020											
106435		04/14/2020		0520-3	240030	182.34	182.34	05/08/2020	INV	PD	PAPER TOWELS
INVOICE:3445088272 CHECKDATE:05/15/2020											

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DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
106443		03/19/2020		0520-3	240030	59.33		59.33	05/08/2020	INV	PD	SCOTT ROLLS
INVOICE:344769603		CHECKDATE:05/15/2020										
2916 GLEN ELLYN LIBRARY FOUNDATION						1,822.42						
106501		04/27/2020		0520-3	239973	50.00		50.00	05/09/2020	INV	PD	REFUND - LICENSE FEE
INVOICE:106501		CHECKDATE:05/15/2020										
106502		04/27/2020		0520-3	239973	50.00		50.00	05/09/2020	INV	PD	REFUND - SPECIAL EVENT FEE
INVOICE:106502		CHECKDATE:05/15/2020										
3010 PARKVIEW COMMUNITY CHURCH						100.00						
106368		04/10/2020		0520-3	240019	250.00		250.00	05/08/2020	INV	PD	HYDRANT LEASE REFUND 776 ST. C
INVOICE:106368		CHECKDATE:05/15/2020										
3044 KUSTOM SIGNALS, INC.												
106522		04/07/2020		0520-3	239997	306.99		306.99	05/09/2020	INV	PD	RADAR EQUIP REPAIR P.D.
INVOICE:573415		CHECKDATE:05/15/2020										
3995 WAREHOUSE DIRECT OFFICE PRODUCTS												
106364		03/17/2020		0520-3	240047	99.31		99.31	05/08/2020	INV	PD	COFFEE, MARKERS
INVOICE:4618690		CHECKDATE:05/15/2020										
106573		04/21/2020		0520-3	240047	54.67		54.67	05/09/2020	INV	PD	OFFICE SUPPLIES
INVOICE:4646241		CHECKDATE:05/15/2020										
4547 CORE & MAIN LP						153.98						
106488		04/14/2020		0520-3	239956	120.96		120.96	05/09/2020	INV	PD	HYD OIL FOR FLUSHING
INVOICE:M200132		CHECKDATE:05/15/2020										
106487		04/16/2020		0520-3	239956	608.05		608.05	05/09/2020	INV	PD	DRAIN FIELD SUPPLIES
INVOICE:M206057		CHECKDATE:05/15/2020										
4876 CONSTELLATION NEWENERGY, INC.						729.01						
106396		02/17/2020		0520-3	239954	49.97		49.97	05/08/2020	INV	PD	8367967 02/20 CONSTELLATION
INVOICE:16789372701-10		CHECKDATE:05/15/2020										
106400		03/17/2020		0520-3	239954	45.99		45.99	05/08/2020	INV	PD	8367969 03/20 CONSTELLATION
INVOICE:16965866301-12		CHECKDATE:05/15/2020										
106380		03/12/2020		0520-3	239954	215.76		215.76	05/08/2020	INV	PD	8237876 03/20 CONSTELLATION
INVOICE:16965886601-2		CHECKDATE:05/15/2020										
106383		03/12/2020		0520-3	239954	383.78		383.78	05/08/2020	INV	PD	8237882 03/20 CONSTELLATION
INVOICE:16965915201-4		CHECKDATE:05/15/2020										
106389		03/12/2020		0520-3	239954	38.37		38.37	05/08/2020	INV	PD	8367964 03/20 CONSTELLATION
INVOICE:16965917801-7		CHECKDATE:05/15/2020										
106385		03/12/2020		0520-3	239954	414.42		414.42	05/08/2020	INV	PD	8237883 03/20 CONSTELLATION
INVOICE:16965919401-5		CHECKDATE:05/15/2020										
106391		03/12/2020		0520-3	239954	64.85		64.85	05/08/2020	INV	PD	8367965 03/20 CONSTELLATION
INVOICE:16965934801-8		CHECKDATE:05/15/2020										
106393		03/17/2020		0520-3	239954	34.22		34.22	05/08/2020	INV	PD	8367966 03/20 CONSTELLATION



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DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
INVOICE:170000704801-9			CHECKDATE:05/15/2020									
106387		03/23/2020		0520-3	239954	290.53		290.53	05/08/2020	INV	PD	8237884 03/20 CONSTELLATION
INVOICE:17000691501-6			CHECKDATE:05/15/2020									
106397		03/17/2020		0520-3	239954	43.29		43.29	05/08/2020	INV	PD	8367967 03/20 CONSTELLATION
INVOICE:17000721001-10			CHECKDATE:05/15/2020									
106403		03/17/2020		0520-3	239954	51.61		51.61	05/08/2020	INV	PD	8367970 03/11 CONSTELLATION
INVOICE:17000744501-13			CHECKDATE:05/15/2020									
106379		03/17/2020		0520-3	239954	491.03		491.03	05/08/2020	INV	PD	8237875 03/20 CONSTELLATION
INVOICE:17006509401-1			CHECKDATE:05/15/2020									
106399		04/07/2020		0520-3	239954	192.87		192.87	05/08/2020	INV	PD	8367968 04/20 CONSTELLATION
INVOICE:17146414301-11			CHECKDATE:05/15/2020									
106401		04/13/2020		0520-3	239954	36.61		36.61	05/08/2020	INV	PD	8367969 04/20 CONSTELLATION
INVOICE:17179501101-12			CHECKDATE:05/15/2020									
106381		04/10/2020		0520-3	239954	141.20		141.20	05/08/2020	INV	PD	8237876 04/20 CONSTELLATION
INVOICE:17179518501-2			CHECKDATE:05/15/2020									
106382		04/10/2020		0520-3	239954	224.04		224.04	05/08/2020	INV	PD	8237881 04/20 CONSTELLATION
INVOICE:17179537001-3			CHECKDATE:05/15/2020									
106384		04/10/2020		0520-3	239954	352.29		352.29	05/08/2020	INV	PD	8237882 04/20 CONSTELLATION
INVOICE:17179537601-4			CHECKDATE:05/15/2020									
106390		04/10/2020		0520-3	239954	35.65		35.65	05/08/2020	INV	PD	8367964 04/20 CONSTELLATION
INVOICE:17179540101-7			CHECKDATE:05/15/2020									
106386		04/10/2020		0520-3	239954	396.74		396.74	05/08/2020	INV	PD	8237883 04/20 CONSTELLATION
INVOICE:17179541601-5			CHECKDATE:05/15/2020									
106392		04/10/2020		0520-3	239954	60.03		60.03	05/08/2020	INV	PD	8367965 04/20 CONSTELLATION
INVOICE:17179554301-8			CHECKDATE:05/15/2020									
106378		04/15/2020		0520-3	239954	402.68		402.68	05/08/2020	INV	PD	8237875 04/20 CONSTELLATION
INVOICE:17209292401-1			CHECKDATE:05/15/2020									
106388		04/15/2020		0520-3	239954	239.17		239.17	05/08/2020	INV	PD	8237884 04/20 CONSTELLATION
INVOICE:17210369501-6			CHECKDATE:05/15/2020									
106394		04/15/2020		0520-3	239954	28.64		28.64	05/08/2020	INV	PD	8367966 04/20 CONSTELLATION
INVOICE:17210386801-9			CHECKDATE:05/15/2020									
106398		04/15/2020		0520-3	239954	40.61		40.61	05/08/2020	INV	PD	8367967 04/20 CONSTELLATION
INVOICE:17210409701-10			CHECKDATE:05/15/2020									
106402		04/15/2020		0520-3	239954	50.13		50.13	05/08/2020	INV	PD	8367970 04/20 CONSTELLATION
INVOICE:17210443801-13			CHECKDATE:05/15/2020									
						4,324.48						
5018 SUBURBAN LABORATORIES, INC.												
106444		03/31/2020		0520-3	240031	2,048.50		2,048.50	05/08/2020	INV	PD	TESTING SERVICES
INVOICE:175136			CHECKDATE:05/15/2020									
5049 GROOT INDUSTRIES INC.												
106456		04/01/2020		0520-3	239980	545.00		545.00	05/08/2020	INV	PD	WASTE/RECYCLE SERVICE MARCH 20
INVOICE:5282368			CHECKDATE:05/15/2020									
5354 UNITED COMMUNICATION SYSTEMS												
106374		04/15/2020		0520-3	239945	5,502.90		5,502.90	05/08/2020	INV	PD	1209860 CALL ONE 4/15-5/14 20
INVOICE:227586			CHECKDATE:05/15/2020									
6043 CHICAGO PARTS & SOUND LLC												
106489		04/10/2020		0520-3	239948	156.88		156.88	05/09/2020	INV	PD	BRAKES, ROTORS



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DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
INVOICE:1-0137632			CHECKDATE:05/15/2020									
106584		04/30/2020		0520-3	239948	63.98	63.98	05/13/2020	INV	PD		BLOWER RESISTER
INVOICE:1-0140020			CHECKDATE:05/15/2020									
106585		05/01/2020		0520-3	239948	196.38	196.38	05/13/2020	INV	PD		BLOWER MOTOR; WIRE CONNECTORS
INVOICE:1-0140129			CHECKDATE:05/15/2020									
6173 REDLINE CONSTRUCTION INC						417.24						
106466		04/13/2020		0520-3	240022	1,489.51	1,489.51	05/08/2020	INV	PD		TOP DRESSING / LINKS
INVOICE:10121			CHECKDATE:05/15/2020									
6221 GRANICUS, LLC												
106505		04/01/2020		0520-3	239978	870.98	870.98	05/09/2020	INV	PD		CIVIC STREAMING; AGENDA & MINU
INVOICE:870.98			CHECKDATE:05/15/2020									
6345 FORCE AMERICA DISTRIBUTING, LLC												
106499		04/06/2020		0520-3	239969	113.72	113.72	05/09/2020	INV	PD		FILTERS
INVOICE:1-1431776			CHECKDATE:05/15/2020									
6366 TLP VETERINARY SERVICES												
106446		04/08/2020		0520-3	240048	77.50	77.50	05/08/2020	INV	PD		VET SUPPLIES P.D.
INVOICE:420022			CHECKDATE:05/15/2020									
6405 HIGHLAND BAKING CO												
106459		04/16/2020		0520-3	239982	22.88	22.88	05/08/2020	INV	PD		FOOD RESALE
INVOICE:2283358			CHECKDATE:05/15/2020									
106457		04/17/2020		0520-3	239982	17.86	17.86	05/08/2020	INV	PD		FOOD RESALE
INVOICE:2283517			CHECKDATE:05/15/2020									
106458		04/17/2020		0520-3	239982	47.31	47.31	05/08/2020	INV	PD		FOOD RESALE
INVOICE:2283656			CHECKDATE:05/15/2020									
106460		04/24/2020		0520-3	239982	13.73	13.73	05/08/2020	INV	PD		FOOD RESALE
INVOICE:2285554			CHECKDATE:05/15/2020									
						101.78						
6459 KIESLER POLICE SUPPLY, INC												
106516		03/28/2020		0520-3	239991	470.40	470.40	05/09/2020	INV	PD		UNIFORMS P.D.
INVOICE:131492			CHECKDATE:05/15/2020									
106517		04/02/2020		0520-3	239991	1,903.00	1,903.00	05/09/2020	INV	PD		UNIFORMS P.D.
INVOICE:131922			CHECKDATE:05/15/2020									
						2,373.40						
6470 JOHN S NEENAN												
106515		03/31/2020		0520-3	239989	23.97	23.97	05/09/2020	INV	PD		NITRILE GLOVES
INVOICE:83373			CHECKDATE:05/15/2020									
106514		04/03/2020		0520-3	239989	31.96	31.96	05/09/2020	INV	PD		NITRILE GLOVES
INVOICE:83393			CHECKDATE:05/15/2020									

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
6610 COMCAST CABLE COMMUNICATIONS, LLC						55.93					
106370		04/22/2020		0520-3	239953	202.79	202.79	05/08/2020	INV	PD	P.D. INTERNET SERVICES
INVOICE:04-22-20 5119							CHECKDATE:05/15/2020				
6832 POWER UP BATTERIES LLC											
106377		04/14/2020		0520-3	239941	382.84	382.84	05/08/2020	INV	PD	BATTERIES FOR BARRICADE LIGHTS
INVOICE:P25876861							CHECKDATE:05/15/2020				
6974 CUTTER & BUCK											
106453		02/07/2020		0520-3	239957	1,225.55	1,225.55	05/08/2020	INV	PD	GOLF SHOP RESALE
INVOICE:95090586							CHECKDATE:05/15/2020				
106452		02/14/2020		0520-3	239957	264.25	264.25	05/08/2020	INV	PD	GOLF SHOP RESALE
INVOICE:9509916							CHECKDATE:05/15/2020				
						1,489.80					
6994 PITNEY BOWES, INC											
106425		03/30/2020		0520-3	240021	435.00	435.00	05/08/2020	INV	PD	12603687 LEASED EQUIP. 3/30-6/
INVOICE:3103867436							CHECKDATE:05/15/2020				
7173 THE GREAT AMERICAN LANDSCAPING, INC											
106506		12/01/2019		0520-3	239979	450.00	450.00	05/09/2020	INV	PD	LANDSCAPING SERVICES: P.D.
INVOICE:1528							CHECKDATE:05/15/2020				
7645 ACRES ENTERPRISES, INC											
106314	20190029	04/10/2020		0520-2	239929	10,542.00	10,542.00	05/01/2020	INV	PD	LANDSCAPE MAINTENANCE
INVOICE:AEI0370325							CHECKDATE:05/08/2020				
7787 STENSTROM PETROLEUM SERVICES GROUP											
106352		03/19/2020		0520-2	239935	1,034.00	1,034.00	03/27/2020	INV	PD	REPAIR SERVICE TANK SENSOR
INVOICE:S151048							CHECKDATE:05/08/2020				
105767		03/11/2020		0520-2	239935	-83.13	-83.13	04/02/2020	CRM	PD	CREDIT - RETURN ORIGINAL INV S
INVOICE:S151150							CHECKDATE:05/08/2020				
105766		03/11/2020		0520-2	239935	66.18	66.18	04/02/2020	INV	PD	FUEL DISPENSER LEVER
INVOICE:S151151							CHECKDATE:05/08/2020				
106353		03/25/2020		0520-2	239935	252.65	252.65	03/27/2020	INV	PD	REPAIR SERVICE BREAKWAY HOSE
INVOICE:S151382							CHECKDATE:05/08/2020				
106351		03/27/2020		0520-2	239935	-607.25	-607.25	03/27/2020	CRM	PD	PETROLEUM SERVICES, INC
INVOICE:S151623							CHECKDATE:05/08/2020				
						662.45					
8205 MUNICIPAL GIS PARTNERS, INC											
106418	20190066	03/31/2020		0520-3	240008	8,704.16	8,704.16	05/08/2020	INV	PD	GIS SERVICES
INVOICE:5016							CHECKDATE:05/15/2020				
8444 GALCO INDUSTRIAL ELECTRONICS, 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
106605 INVOICE:AF5046601		03/27/2020		0520-3 CHECKDATE:05/15/2020	239970	37.00		37.00	05/13/2020	INV	PD	ELECTRICAL SUPPLIES
8689 RUSH TRUCK CENTERS OF ILLINOIS, INC												
106593 INVOICE:3019051356		04/17/2020		0520-3 CHECKDATE:05/15/2020	240024	135.00		135.00	05/31/2020	INV	PD	FUEL-WATER SEPARATOR
9082 COLPO COMMUNICATIONS												
106486 INVOICE:10260		04/08/2020		0520-3 CHECKDATE:05/15/2020	239951	635.26		635.26	05/09/2020	INV	PD	VEHICLE SAFETY EQUIPMENT
9151 ITOUCH BIOMETRICS, LLC												
106512 INVOICE:4081		04/07/2020		0520-3 CHECKDATE:05/15/2020	239987	990.00		990.00	05/09/2020	INV	PD	WARRANTY AGREEMENT SCANNER
9224 ADVANCE STORES COMPANY, INC												
106354 INVOICE:MARCH 2020		03/31/2020		0520-2 CHECKDATE:05/08/2020	239930	644.23		644.23	03/31/2020	INV	PD	AUTO PARTS - MARCH 2020
9751 KLF ENTERPRISES												
106519 INVOICE:21179	20190039	03/17/2020		0520-3 CHECKDATE:05/15/2020	239992	1,463.70		1,463.70	05/09/2020	INV	PD	MATERIAL HAULING SERVICES
9897 SITEONE LANDSCAPE SUPPLY HOLDING, LLC												
106553 INVOICE:98541027-001		04/13/2020		0520-3 CHECKDATE:05/15/2020	240028	257.10		257.10	05/09/2020	INV	PD	LANDSCAPE SUPPLIES - PARKWAY R
106552 INVOICE:98543627-001		04/13/2020		0520-3 CHECKDATE:05/15/2020	240028	227.37		227.37	05/09/2020	INV	PD	LANDSCAPE SUPPLIES - PARKWAY R
						484.47						
10087 KRISTIN SALVADOR DESIGN, INC												
106521 INVOICE:818		03/23/2020		0520-3 CHECKDATE:05/15/2020	239996	399.00		399.00	05/09/2020	INV	PD	GRAPHIC DESIGN SERVICES
10104 SUPREME LOBSTER CO												
106469 INVOICE:6870969		04/08/2020		0520-3 CHECKDATE:05/15/2020	240033	1,202.08		1,202.08	05/08/2020	INV	PD	FOOD RESALE
106468 INVOICE:6874027		04/16/2020		0520-3 CHECKDATE:05/15/2020	240033	154.89		154.89	05/08/2020	INV	PD	FOOD RESALE
106467 INVOICE:6874710		04/17/2020		0520-3 CHECKDATE:05/15/2020	240033	428.00		428.00	05/08/2020	INV	PD	FOOD RESALE
						1,784.97						
10174 JUDY MCINERNEY												
106409		05/08/2020		0520-3	240000	25.00		25.00	05/08/2020	INV	PD	REFUND - VEHICLE STICKER

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
INVOICE:106409						CHECKDATE:05/15/2020						
10456 IMPACT NETWORKING, LLC												
106510		04/06/2020		0520-3	239985	335.00		335.00	05/09/2020	INV	PD	COPY PAPER
INVOICE:1759093						CHECKDATE:05/15/2020						
106511		04/13/2020		0520-3	239985	299.90		299.90	05/09/2020	INV	PD	COPY PAPER
INVOICE:1762704						CHECKDATE:05/15/2020						
						634.90						
10477 TPI BUILDING CODE CONSULTANTS, INC												
106367		03/31/2020		0520-3	240038	19,007.69		19,007.69	05/08/2020	INV	PD	INSPECTIONS, REVIEWS
INVOICE:202003						CHECKDATE:05/15/2020						
10559 ALLIED GARAGE DOOR INC												
106375		04/29/2020		0520-3	239939	383.25		383.25	05/08/2020	INV	PD	REPAIR EAST DOOR
INVOICE:151312						CHECKDATE:05/15/2020						
10693 NAVIANT, INC												
106535		04/22/2020		0520-3	240012	800.00		800.00	05/09/2020	INV	PD	SCANNER MAINTENANCE 7/1/20-6/3
INVOICE:140547-IN						CHECKDATE:05/15/2020						
10823 PEST MANAGEMENT SERVICES, INC												
106544		04/28/2020		0520-3	240020	349.00		349.00	05/09/2020	INV	PD	PEST CONTROL SERVICES
INVOICE:29194						CHECKDATE:05/15/2020						
10865 CHICAGO FIRE & BURGLAR DETECTION INC												
106583		04/21/2020		0520-3	239947	390.00		390.00	05/13/2020	INV	PD	REPAIR ON ALARM SYSTEM
INVOICE:16667						CHECKDATE:05/15/2020						
10906 MIDCO INC												
106527		03/26/2020		0520-3	240004	3,966.93		3,966.93	05/09/2020	INV	PD	ANNUAL SOFTWARE SUPPORT
INVOICE:343583						CHECKDATE:05/15/2020						
10952 CONSUMERS PACKING COMPANY												
106451		04/23/2020		0520-3	239955	198.60		198.60	05/08/2020	INV	PD	FOOD RESALE
INVOICE:363798						CHECKDATE:05/15/2020						
10966 MUNICIPAL CODE CORPORATION												
106414		03/27/2020		0520-3	240009	280.00		280.00	05/08/2020	INV	PD	ELECTRONIC ORDINANCE UPDATES
INVOICE:340894						CHECKDATE:05/15/2020						
11226 SUN DATA SUPPLY, INC												
106445		03/25/2020		0520-3	240032	95.95		95.95	05/08/2020	INV	PD	TONER CARTRIDGES
INVOICE:157669						CHECKDATE:05/15/2020						
106566		04/20/2020		0520-3	240032	72.50		72.50	05/09/2020	INV	PD	TONER CARTRIDGES



VILLAGE OF GLEN ELLYN

VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
INVOICE:159077			CHECKDATE:05/15/2020			168.45						
11334	EURO USA MIDWEST LLC											
106604		04/30/2020		0520-3	239964	300.49	300.49	05/13/2020	INV	PD		FOOD RESALE
INVOICE:530799			CHECKDATE:05/15/2020									
11480	M.A. MORTENSON COMPANY											
106343	20190011	04/30/2020		0520-3	24830	83,641.00	83,641.00	05/31/2020	DIR	PD		GARAGE PRE-CONSTRUCTION DESIGN
INVOICE:18090015-06			CHECKDATE:05/01/2020									
11661	RAYMOND G. ULREICH											
106361		03/28/2020		0520-3	240041	390.00	390.00	05/08/2020	INV	PD		PROFESSIONAL LAND SURVEY
INVOICE:85822			CHECKDATE:05/15/2020									
11715	DAY ROBERT & MORRISON, PC											
106319		04/01/2020		0520-2	239931	18,719.94	18,719.94	05/01/2020	INV	PD		LEGAL SERVICES MARCH 2020
INVOICE:31377			CHECKDATE:05/08/2020									
11761	MOSHE CALAMARO & ASSOCIATES											
106534		03/03/2020		0520-3	240007	674.51	674.51	05/09/2020	INV	PD		STRUCTURAL ENGINEERING SERVICE
INVOICE:2012504NS			CHECKDATE:05/15/2020									
106533		04/07/2020		0520-3	240007	250.00	250.00	05/09/2020	INV	PD		ENGINEERING SERVICES MAR 20
INVOICE:2012569			CHECKDATE:05/15/2020									
11768	SHI INTERNATIONAL					924.51						
106346		03/30/2020		0520-2	239934	11,722.65	11,722.65	05/05/2020	INV	PD		COMPUTER HARDWARE
INVOICE:B11556565			CHECKDATE:05/08/2020									
106347		03/31/2020		0520-2	239934	9,553.50	9,553.50	05/05/2020	INV	PD		COMPUTER HARDWARE
INVOICE:B11558820			CHECKDATE:05/08/2020									
106349		04/13/2020		0520-2	239934	233.15	233.15	05/05/2020	INV	PD		LEXMARK MEDIA TRAY
INVOICE:B11606402			CHECKDATE:05/08/2020									
106348		04/21/2020		0520-2	239934	910.00	910.00	05/05/2020	INV	PD		PRINTER
INVOICE:B11647633			CHECKDATE:05/08/2020									
11780	GMIS INTERNATIONAL					22,419.30						
106504		04/07/2020		0520-3	239975	300.00	300.00	05/09/2020	INV	PD		ILLINOIS CHAPTER FEES
INVOICE:300005970			CHECKDATE:05/15/2020									
11803	CARDIAC LIFE PRODUCTS, INC											
106482		04/10/2020		0520-3	239946	543.00	543.00	05/09/2020	INV	PD		CARDIAC ELECTRODES P.D.
INVOICE:117264			CHECKDATE:05/15/2020									
11819	UNIFIRST CORPORATION											

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
106596		04/27/2020		0520-3	240042	174.00		174.00	05/31/2020	INV	PD	TOWEL & MAT SERVICE
INVOICE:MAR/APRL 20		CHECKDATE:05/15/2020										
106363		03/30/2020		0520-3	240042	174.00		174.00	05/08/2020	INV	PD	CLEANING SUPPLIES
INVOICE:MARCH 2020		CHECKDATE:05/15/2020										
						348.00						
11828 GET FRESH PRODUCE												
106454		04/17/2020		0520-3	239971	318.30		318.30	05/08/2020	INV	PD	FOOD RESALE
INVOICE:03507026		CHECKDATE:05/15/2020										
106455		04/24/2020		0520-3	239971	211.50		211.50	05/08/2020	INV	PD	FOOD RESALE
INVOICE:03511002		CHECKDATE:05/15/2020										
						529.80						
11925 RICK LORD												
106350		03/03/2020		0520-2	239932	512.97		512.97	05/05/2020	INV	PD	REPAIRS HONDA CAMERA CAR P.D.
INVOICE:136007		CHECKDATE:05/08/2020										
11981 GEWALT HAMILTON ASSOCIATES, INC												
106607	20200008	03/24/2020		0520-3	239972	42,667.23		42,667.23	05/13/2020	INV	PD	ENGINEERING SERVICES
INVOICE:5669.800-2		CHECKDATE:05/15/2020										
12050 HASNAIN ASHRAFI												
106376		04/29/2020		0520-3	239940	345.00		345.00	05/08/2020	INV	PD	REFUND PARKING PERMIT
INVOICE:106376		CHECKDATE:05/15/2020										
12051 VIRGINIA JUDD												
106405		04/30/2020		0520-3	239990	51.00		51.00	05/08/2020	INV	PD	REFUND VEHICLE STICKER
INVOICE:106405		CHECKDATE:05/15/2020										
12052 CHARLES MURPHY												
106410		05/08/2020		0520-3	240010	17.00		17.00	05/08/2020	INV	PD	REFUND - VEHICLE STICKER
INVOICE:106410		CHECKDATE:05/15/2020										
12053 BRETT NEUMEIER												
106420		04/30/2020		0520-3	240013	261.72		261.72	05/08/2020	INV	PD	REFUND PARKING PERMIT
INVOICE:106420		CHECKDATE:05/15/2020										
12055 KATHY BORELLO DDS												
106491		03/17/2020		0520-3	239943	82.61		82.61	05/09/2020	INV	PD	ISOLATION GOWNS P.D.
INVOICE:1474032		CHECKDATE:05/15/2020										
12057 SHORELINE AGGREGATE SOLUTIONS												
106548		03/31/2020		0520-3	240026	832.98		832.98	05/09/2020	INV	PD	TOPDRESSING SAND
INVOICE:202003-224		CHECKDATE:05/15/2020										
12058 LISA TROCCOLI												

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
106479 INVOICE:106479		04/16/2020		0520-3	240040	894.00	894.00	05/09/2020	INV	PD	REAL ESTATE TRANSFER TAX - 105
						894.00					
242 INVOICES						361,345.40					

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



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

Meeting: 05/26/20 07:00 PM
Department: Glen Ellyn Village Board
Department Head: Lindsey Kaminsky
Category: Appointment
Prepared By: Lindsey Kaminsky

SCHEDULED

AGENDA ITEM (ID # 4486)

DOC ID: 4486

**Approve the Recommendation of Village President Diane McGinley
for the Appointment of Environmental Commissioner Chair, Christy
Truitt, for a Term Ending May 31, 2021**



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

Meeting: 05/26/20 07:00 PM
Department: Glen Ellyn Village Board
Department Head: Christina Coyle
Category: Resolution
Prepared By: Lindsey Kaminsky

SCHEDULED

RESOLUTION 20-11

DOC ID: 4488

Resolution No. 20-11, A Resolution to Extend the Deadline to File Liquor License Renewal Applications for 2020-2021 and to Prorate the 2020-2021 Liquor License Fees (Village Attorney Mathews)

Background:

All Glen Ellyn liquor licenses, with the expectation of Class E (special event) licenses, are valid for one year. Licenses are renewed annually for a period starting on July 1 and ending on June 30 and typically the license renewal process begins in May.

As part of the renewal process, applicants must pay an annual license fee. These fees are determined by liquor license class, and are outlined in section 3-19-13 of the Village Code (attached).

Subject:

On March 9, 2020, Governor Pritzker issued a disaster proclamation due to the impact of the COVID-19 outbreak and activated the State Emergency Operations Center, and on March 16, 2020 Governor Pritzker issued Executive Order 2020-07, suspending on-premise consumption of food and beverages.

On May 1, 2020, the Illinois Liquor Control Commission extended the deadlines for all state liquor license holders to complete applications and obtain their liquor license renewals, to July 31, 2020.

The COVID-19 outbreak and Executive Order 2020-07 have had a direct effect on local businesses, including those who hold a liquor license. Many of these businesses have had a reduction of sales or no sales during these times.

The Village continues to take steps to support businesses during this time, and staff believes the below recommendations is a way to continue to support our local businesses.

Staff Recommendation:

In order to support our businesses, and assist them in ramping back up during Phase 3 of the Restore Illinois Plan, staff recommends the Village Board to approve the following:

- Direct the Local Liquor Commissioner, President Diane McGinley, to extend, one time only, all currently valid local liquor licenses to July 31, 2020, which aligns with the Illinois Liquor Control Commission's extension.
- Direct the Local Liquor Commissioner, President Diane McGinley, to extend, one time only, the deadline to file 2020-2021 liquor license renewal applications to July 31, 2020, which aligns with the Illinois Liquor Control Commission's extension.
- Direct the Local Liquor Commissioner, President Diane McGinley, to prorate, one time only, all 2020-2021 liquor license renewal fees by three months.

Resolution 20-11

Meeting of May 26, 2020

Budget Impact:

The revenue that is collected from Liquor License renewals will be reduced by $\frac{1}{4}$ of the amount typically collected.

Action Requested:

Staff is requesting the Village Board approve the attached Resolution.



Village of Glen Ellyn

Resolution No. 20-11

A Resolution to Extend the Deadline to File Liquor License Renewal Applications for 2020-2021 and to Prorate the 2020-2021 Liquor License Fees

WHEREAS, on January 30, 2020, the World Health Organization declared the COVID-19 outbreak to be a public health emergency of international concern; and

WHEREAS, On March 9, 2020, the Governor of the State of Illinois issued a disaster proclamation due to the impact of the COVID-19 outbreak and activated the State Emergency Operations Center; and

WHEREAS, on March 13, 2020, the President of the United States issued a proclamation on declaring a national emergency concerning the COVID-19 outbreak; and

WHEREAS, on March 17, 2020, at an emergency Glen Ellyn Village Board meeting a local state of emergency and disaster related to the COVID-19 outbreak was declared; and

WHEREAS, effective March 18, 2020, all Village of Glen Ellyn buildings have been closed to the public and many Village staff began working remotely impacting Village public business operations; and

WHEREAS, on March 16, 2020, the Governor of the State of Illinois has issued Executive Order 2020-07, suspending on premise consumption of food and beverages; and

WHEREAS, the Village President signed into effect Executive Orders Number 1 and 2 to assist businesses during the COVID-19 outbreak, and the Village continues to take steps to support our businesses; and

WHEREAS, on May 1, 2020, the Illinois Liquor Control Commission extended the deadlines for all state liquor license holders to complete applications and obtain their liquor license renewals, to July 31, 2020, and the Village Board deems it appropriate to convey the same extension to holders of Village liquor license; and

WHEREAS, given the reduction of sales during this period of time, a prorated fee is reasonable; and

WHEREAS, the Village of Glen Ellyn, DuPage County, of the State of Illinois is a duly constituted home rule public agency of the State of Illinois, and

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, as follows:

Section 1: The foregoing recitals are incorporated as though fully set forth in this Section.

Section 2: That the Local Liquor Commissioner, President Diane McGinley, is directed to extend, one time only, the deadline to file 2020-2021 liquor license renewal applications to July 31, 2020.

Section 3: All currently valid local liquor licenses are extended, one time only, to July 31, 2020; and

Section 4: That the Local Liquor Commissioner, President Diane McGinley, is directed to prorate, one time only, all 2020-2021 liquor license renewal fees by three months.

Section 5: That this Resolution shall be in full force and effect from and after its passage

and approval as provided by law.

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

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

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

Diane McGinley, Village President

Attest:

Village Clerk

AFFIX VILLAGE SEAL

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

ATTACHMENTS:

- 3_19_13.____License_fees. (2) (PDF)

3-19-13. - License fees.

(A) After an initial application fee of \$500.00 for all classes, the annual license fee for all classes shall be as follows:

License	Fee	Renewal Fee
Class A-1	\$1,500.00	
Class A-2	1,500.00	
Class A-3	1,500.00	
Class A-4	500.00	
Class A-5	\$500.00	
Class B-1	2,500.00	
Class B-2	4,000.00	
Class B-3	2,500.00	
Class B-4	2,500.00	
Class B-5	100.00	
Class B-6	1,500.00	
Class B-7	2,500.00	
Class B-8(12)	500.00	
Class B-8(24)	1,000.00	
Class B-9	3,500.00 (initial)	\$2,500.00
Class C-1	3,000.00	
Class C-2	2,000.00	

Class C-3	2,000.00	
Class C-4	1,500.00	
Class C-4A	2,000.00	
Class C-5	2,000.00	
Class D-1	500.00	
Class D-2	2,000.00	
Class D-3	2,000.00	
Class D-4	2,000.00	
Class D-5	\$750.00	
Class E	20.00	
Class F	200.00	
Class G	250.00	
Class H	\$100.00 plus \$100.00 per device	
Class I	\$1,000.00	
Class J	350.00	
Class K	200.00	
Class L	200.00	
Class M	500.00	
Class N	500.00	
Class O	5,750.00	

Class P	1,500.00	
Class Q	50.00	



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

Meeting: 05/26/20 07:00 PM
Department: Glen Ellyn Village Board
Department Head: Lindsey Kaminsky
Category: Resolution
Prepared By: Lindsey Kaminsky

SCHEDULED

RESOLUTION 20-12

DOC ID: 4491

Resolution No. 20-12, A Resolution Authorizing the Village to Enter Into a License Agreement with Everstream GLC Holding Company LLC, to Construct and Maintain a Fiber Optic Line in the Right of Way, from the Eastern Corporate Limit of the Village, to the Western Corporate Limit, Along Roosevelt Road, Pershing Avenue, Nicoll Way and Taft Avenue (Village Attorney Mathews)

Background

Everstream GLC Holding Company, LLC, has submitted a request to construct, operate and maintain a business fiber optic cable within the Village Rights of Way on Roosevelt Road, Pershing Avenue, Nicoll Way and Taft Avenue, for the purpose of providing internet connectability to businesses. The License Agreement that is proposed would allow them to do so but no plans have been submitted for anything other than a line which would simply run through Glen Ellyn from Lombard to Wheaton. The Telecommunications Acts of 1996 provides that the Village may not prohibit or impede any entity from providing telecommunications carriers to install facilities along, upon, under or across any public right of way so that it does not interfere with public use.

The main elements of the Agreement follow. The term of the Agreement would be for five years from the date of execution, and Everstream will pay the sum of \$2,500 for a license fee, plus standard permit fees for utility construction in the right of way. The license fee is subject to renegotiation at the end of the initial term, and if Everstream seeks to expand its system into the Village at any time. Everstream will install the fiber optic cable in a manner so as not to unreasonably disturb public use of the rights of way and will post a letter of credit to ensure acceptable installation. Everstream is required to relocate its facilities under certain circumstances, at its own cost.

Action Requested

Staff requests the Village Board to review and approve the License Agreement with Everstream.

Attachments

Proposal by Everstream
Draft License Agreement
Proposed Resolution Approving License Agreement



Village of Glen Ellyn

Resolution No. 20-12

A Resolution Authorizing the Village to Enter Into a License Agreement with Everstream GLC Holding Company LLC, to Construct and Maintain a Fiber Optic Line in the Right of Way, from the Eastern Corporate Limit of the Village, to the Western Corporate Limit, Along Roosevelt Road, Pershing Avenue, Nicoll Way and Taft Avenue

WHEREAS, Everstream GLC Holding Company, LLC, has applied to the Village of Glen Ellyn for a License Agreement to install, operate and maintain an underground and/or aerial fiber optics telecommunications utility in the Village Right of Way, running east to west along the Roosevelt Rd., Pershing Ave., Nicoll Way and Taft Ave. Rights of Way, as shown on the attached map (a copy being attached hereto and made part hereof as “Exhibit A”, wherein Everstream will pay a fee of \$2,500, for an initial, five year License Agreement, to utilize the Village Right-of-Way; and

WHEREAS, the Board of Trustees of the Village of Glen Ellyn find it necessary, convenient and in the best interest of the Village to grant said License Agreement, (a copy being attached hereto and made a part hereof as “Exhibit B”); and

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, as follows:

Section 1: That the Village President and Clerk of the Village of Glen Ellyn are authorized to execute and attest to any and all legal documents necessary to grant and finalize the License Agreement between Everstream GLC Holding Company LLC, and the Village of Glen Ellyn.

Section 2: That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

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

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

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

Diane McGinley, Village President

Attest:

Village Clerk

Resolution 20-12

Meeting of May 26, 2020

AFFIX VILLAGE SEAL

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

ATTACHMENTS:

- Everstream Proposal (PDF)
- Everstream License Agreement.2 Final draft 5-20-20 - with Exhibits (PDF)
- Resolution Approving a License Agreement- Final draft 5-20-20- with Exhibits (PDF)



9/19/2019

Dear Steve:

I am writing to inform you of a proposed project that is set to take place in your jurisdiction's right-of-way. It will entail the installation of business fiber optic cable, both overhead and underground. This will be on behalf of Everstream, a new telecommunications company launching in the Chicagoland area.

Our firm has been tasked with executing the design and permitting portion of the project. Attached you can find a CAD overlay of the proposed cable route, which is just to apprise you of the areas that will be impacted, and a filled-out application for your reference.

In order to make things as smooth as possible for your office, we would greatly appreciate the opportunity to meet with you in person to discuss the project in more detail. Please let me know of a time in the next week or so that would be convenient for you.

If any more information is required, please do not hesitate to contact our Permit Coordinator, David Diaz, at 312-437-3979 or at ddiaz@kdmengineering.com. Thank you.

Regards,

Kimberly Moore

President-KDM Engineering

35 e. wacker dr., suite 800
chicago, il 60601
office: 312.763.2198
kdmengineering.com



Page 1 of 1

PERMIT APPLICATION TO PERFORM WORK

COUNTY: DuPage WORK TASK # N/A
COUNTY ROUTE: N/A P.L. # _____
TOWNSHIP: _____ TOWNSHIP CODE: _____
MUNICIPALITY: Glen Ellyn SECTION: _____

TO:

Village of Glen Ellyn - Engineering Division

KDM CONTACT: David DiazPHONE # 312.437.3979WORK TO BE STARTED: TBD

WORK TO BE COMPLETED BY: _____

APPLICATION IS HEREBY MADE BY KDM ENGINEERING ON BEHALF OF EVERSTREAMAS SPECIFIED BELOW:

Installation of Everstream fiber via underground directional bore and overhead pole attachments.

REASON FOR WORK:

To install business fiber optic cable

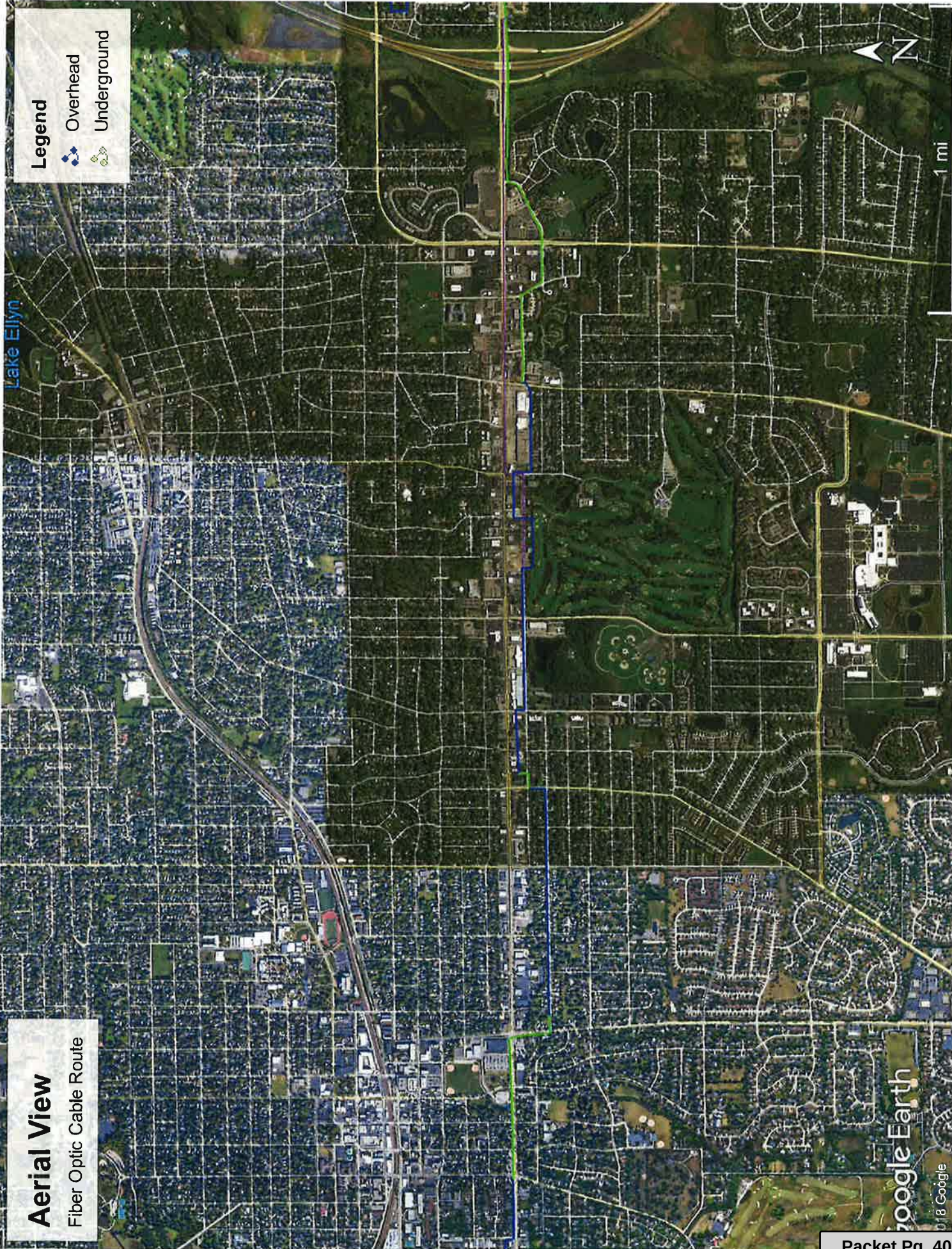
SIGNED: David Diaz DATE: 9/19/2019E-MAIL ADDRESS: ddiaz@kdmengineering.com

PERMIT GRANTED

SIGNED: _____ DATE: _____

PERMIT NUMBER: _____





MASTER LICENSE AGREEMENT BETWEEN
EVERSTREAM AND THE VILLAGE OF GLEN ELLYN FOR
USE OF VILLAGE RIGHTS-OF-WAY

THIS LICENSE AGREEMENT ("this Agreement") is entered into by and between EVERSTREAM GLC HOLDING COMPANY LLC, a Delaware limited liability company with its principal office located at 1228 Euclid Avenue, Suite 250, Cleveland, Ohio 44115 (hereinafter referred to as "the Licensee"), and the VILLAGE OF GLEN ELLYN, ILLINOIS, an Illinois home rule municipal corporation, (hereinafter referred to as the "Village"), for the use of Village rights-of-way for the installation, operation and maintenance of telecommunications facilities.

WHEREAS, the Village is the exclusive owner of certain public rights-of-way, and has approved official standards for the construction of facilities on the public rights-of-way; and

WHEREAS, the Village has the right and power to regulate and permit the installation, attachment, operation and maintenance of telecommunications facilities upon public property and in the public rights-of-way within its municipal boundaries; and

WHEREAS, Licensee desires to construct, install, attach, operate, repair, maintain and remove fiber telecommunications facilities in and/or upon the Village's public rights-of-way (the "ROWs") within the Village's boundaries, subject to the provisions of this Agreement; and

WHEREAS, in consideration of the payment of a license fee, the Village desires to allow Licensee to utilize the ROWs for such purposes, subject to the provisions of this Agreement; and

WHEREAS, the Village Board has determined that the establishment of a Master License Agreement for telecommunications use of public ways will properly facilitate and manage the deployment of telecommunications facilities without requiring a telecommunications company to come before the Village Board each time it seeks approval of a site specific permit for a facility in the ROW; and

WHEREAS, regulation of the deployment of telecommunication facilities within Village ROWs can be accomplished through the use of site-specific permitting, managed and controlled by the Village, but only after a telecommunications company agrees to the terms of this Agreement; and

WHEREAS, Section 253 of the Federal Communications Act of 1934, as amended, including 47 U.S.C. Section 253, and Illinois 220 ILCS 5/21-1001, provides that the Village has the authority, subject to certain limitations, to control access to and use of the ROWs within the Village; and

WHEREAS, the Village has the authority to enter into this License Agreement pursuant to the powers granted it by Article VII, Section 10(a) of the Illinois Constitution of 1970, and finds that entering into this Agreement is in the best interests of the Village, its residents, and the public; and

WHEREAS, Licensee is authorized and empowered to enter into this Agreement and to perform the covenants and promises herein made and undertaken.

NOW, THEREFORE, in consideration of the above stated preambles and the mutual covenants and promises hereinafter contained, the Licensee and the Village agree as follows:

1. Recitals. The above recitals are hereby incorporated into this License Agreement as if fully set forth in this section 1.
2. Grant of License. For and in consideration of the mutual covenants herein, and subject to the terms and conditions set forth herein and compliance with all Federal, State and local laws and regulations, the Village grants a non-exclusive revocable license ("License") to Licensee for the use of the ROWs to construct, install, operate, use, own, repair, maintain and remove underground and aerial fiber telecommunications facilities (the "Facilities") in the right of way at the locations indicated on the attached maps, Exhibit A and A2.

The License granted by this Agreement shall not convey any right, title or interest (including leasehold interest) in the ROWs, but shall be deemed to be a license only to use and occupy the ROWs for the limited purposes stated herein. In the event of default by Licensee, the Village shall not be obligated to bring a forcible entry and detainer action to terminate Licensee's rights hereunder. The rights granted to Licensee by the Village are and shall be at all times subordinate to the Village's right to ingress and egress and use of the public ROWs. All rights and obligations of the Licensee under this Agreement shall be exercised by the Licensee at its sole cost and expense.

This Agreement and the right it grants to use and occupy the ROWs shall not be exclusive and do not, explicitly or implicitly, preclude the issuance of other licenses to operate telecommunications facilities within the Village's municipal boundaries.

3. Term; Fees. The term of this Agreement shall be for a period of five (5) years, beginning on the date approved by the Village Board and ending five (5) years thereafter, unless otherwise sooner terminated as provided for herein. For the initial term, Licensee shall pay a license fee in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) to the Village prior to the issuance of any permits. This License Agreement shall automatically renew for an additional five (5) year term provided that Licensee is in full compliance with this Agreement.

Following the first renewal term, this Agreement may be renewed by mutual agreement of the parties for successive five (5) year terms provided that Licensee is in full compliance with the terms and conditions of this License Agreement at the time of renewal. Licensee shall make written request for renewal of this License Agreement at least sixty (60) days prior to the expiration of the current term.

Unless otherwise provided by law, each renewal shall be subject to a License Fee that will be determined at the time of each renewal. In the event Licensee chooses not to renew this Agreement or the parties cannot agree upon an amount for the License Fee for a renewal term, this License Agreement shall terminate and Licensee shall remove its Facilities from all Village

ROWS and restore all ROWs as required herein. Licensee shall also be required to pay any applicable permit fees for each permit issued.

4. Title; Condition of ROWs. It is understood and agreed that the Village makes no representations, warranties or assurances with respect to the following: the condition of the title or boundaries of the ROWs; the condition of the underground duct or conduit; other utilities or facilities in the ROWs; any other improvements or soils located on the ROWs; or the suitability of the ROWs for Licensee's intended use. Licensee assumes all risks associated with the placement, operation and maintenance of the Facilities within the ROWs and suitability of the ROWs for its Facilities. Licensee accepts the ROWs in an "As Is, Where Is" condition, including any environmental conditions, and accordingly, the Village shall not be held liable for any damages or liabilities resulting from any actions that arise because of any claims concerning the title, boundaries or condition of the ROWs.

5. Location. The location of the Facilities shall be as approved by the Village's Director of Public Works or designee. Licensee shall provide the Village with an accurate map "as built" certifying the proposed locations of the Facilities within the ROWs each time it submits a permit application. Licensee shall provide an updated map "as built" each time any location changes are made to the Facilities. Unless otherwise stated on a permit issued by the Village, Licensee shall not locate the Facilities so as to unreasonably interfere with the use of the ROWs by the Village, by any utility, by the general public or by other persons authorized to use or be present in or upon the public ROWs. Licensee shall relocate, at its sole cost and expense, any part of its Facilities that is not located in compliance with the permit requirements.

6. Use of ROWs. In its use of the ROWs and any work to be performed thereon, Licensee shall comply with all applicable laws, ordinances, regulations and requirements of federal, state, county and local regulatory authorities, including the applicable provisions of the Glen Ellyn Municipal Code, Section 8-6-20, as may be amended from time to time. In the event of a conflict between this License Agreement and the Village ROW Standards, the terms and conditions of this License Agreement shall control.

Licensee shall use and occupy the ROWs to construct, install, operate, use, repair, maintain and remove the Facilities, which shall be limited to underground conduit and fiber telecommunications cable where existing similar utilities are underground, and aerial fiber optic telecommunications cable where existing similar utilities are located aerially, and related equipment and facilities only, it being specifically understood that the ROWs shall not be used for the burning of refuse, the accumulation and/or storage of debris or other material, or for any unsanitary or unhealthful purposes. All parts of Licensee's Facilities shall be underground where feasible, where required by the Glen Ellyn Municipal Code, and as determined by existing conditions. Any unauthorized or impermissible use of the ROWs shall be deemed to be a material breach of this License Agreement.

Licensee warrants that the installation of the Facilities will be performed without any trenching or open trenching, but rather by directional boring. If directional boring is not possible for installation of the required Facilities, Licensee agrees to work with the Village's Director of Public Works, or designee, to determine the method of installation to be used, and to obtain the

permission of the Village. Licensee shall not disturb any pavement for the installation, operation, maintenance or removal of its Facilities. All movement and storage of equipment and materials shall be confined to the area designated by the Village. All surplus excavated material shall be removed from the ROWs and disposed of in accordance with any applicable laws or regulations. All tree stumps, and other debris resulting from construction operations shall be removed from the ROWs.

7. Installation, Operation and Maintenance. As a condition precedent to its right to access, use or attach any of its Facilities, Licensee shall, prior to occupying any area, submit a site-specific permit application for each location, including all siting, design, construction methodology, manufacturer's specifications, and structural engineering reports as necessary, and receive from the Director of Public Works or designee a site-specific permit for each location. The Director of Public Works or designee may request additional information if necessary to process the application. The Licensee shall also pay any applicable permit fees as required by law and the Village ROW Standards.

Unless otherwise provided by law, the Village reserves the right to refuse to approve or authorize any permit application when it determines that space in a ROW is inadequate to accommodate the Licensee's Facilities. All terms and conditions contained in this Agreement shall be incorporated into each individual permit obtained for each location. The installation, operation and maintenance of the Facilities shall comply with all applicable ordinances, statutes, laws or regulations.

The Licensee, in the performance an exercise of any of its authorizations and obligations under this Agreement shall not obstruct or interfere in any manner with the Village ROWs, existing utility easements, private rights of way, sanitary sewers, sewer laterals, water mains, storm drains, gas mains, poles, aerial and other existing telecommunications facilities without the express written approval of the Village or the other owners, including franchisees, of the affected property. If Licensee proposes to install its Facilities on a non-Village owned utility pole in the ROW, Licensee shall submit its written agreement with the franchisee or licensee which owns the existing utility pole as part of its site-specific permit application.

Except to the extent caused by the Village's willful misconduct, the Village shall not be liable to the Licensee or its customers for any interruption of service to the Licensee or interference with the Licensee's Facilities for any reason whatsoever.

Maintenance of the Facilities within the ROWs shall be the responsibility of Licensee. The Facilities shall be maintained in good and safe condition and in a manner that complies with all applicable federal, state and local laws, regulations and policies. Licensee shall use due care to insure that no damage, beyond reasonable wear and tear, is caused to the ROWs. Licensee shall report any damage it causes to any affected party in writing within twenty-four (24) hours of the damage. The Licensee shall reimburse the other party for any damage caused by its employees, contractors, subcontractors, agents, representative or its Facilities.

Notwithstanding any provisions to the contrary herein, in the event of an unexpected repair or emergency ("Emergency Maintenance"), Licensee may access the ROWs and commence such Emergency Maintenance work as required under the circumstances, provided Licensee shall comply with the requirements for Emergency Maintenance set forth in the Glen Ellyn Municipal Code, Section 8-6-20.

8. Marking. Prior to and during any installation or relocation of any underground cables or utility lines, Licensee shall contact J.U.L.I.E. to ascertain the presence and location of existing aboveground and underground facilities within the ROWs to be occupied by Licensee's Facilities and install route markers in accordance with the Illinois Underground Facilities Damage Prevention Act.

The Village shall have no obligation to mark the location of Licensee's Facilities. Licensee agrees that it will become a member of J.U.L.I.E. as a requirement of this License Agreement and that such a system is designed to alert Licensee to planned work in the rights-of-way, so that Licensee can mark the location of its facilities to avoid damage. The Village shall have no obligation to alert Licensee to proposed work by itself or others, other than as a participating member of the J.U.L.I.E. system.

9. Public Safety. Licensee or other person acting on its behalf, at its own expense, shall use suitable barricades, flags, flagmen, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of any work in or affecting the ROWs or other property.

If the Village, in its reasonable discretion, determines that a particular use of the ROWs by Licensee is, or will be, hazardous to the public or the property, Licensee, upon written notice from the Village, shall install commercially reasonable safety devices or make commercially reasonable modifications at Licensee's sole expense to render the ROWs safe for, and compatible with, public use. In the event Licensee fails to install such safety devices or make required modifications within twenty-four (24) hours, or, if such modifications cannot be completed expeditiously to render the ROWs safe for the public, the Village may install such safety devices. In the event the Village installs such safety devices, the Licensee agrees to pay the actual costs of such improvements upon written demand, or the Village may terminate this License Agreement, with all rights of Licensee hereunder being forfeited, and the Licensee waives all rights and claims of any kind against the Village arising out of this License Agreement and its termination.

10. Restoration of ROWs. Within ten (10) days after initial construction operations have been completed or after repair, relocation or removal of the Facilities, Licensee shall grade and restore all areas disturbed by construction operations to a condition substantially similar to that which existed prior to the work. This time period may be extended for good cause shown. If weather or other conditions do not permit the complete restoration required by this Section, Licensee shall temporarily restore any disturbed property. Such temporary restoration shall be at Licensee's sole expense and Licensee shall promptly undertake and complete the required permanent restoration when the weather or other conditions permit such permanent restoration.

For a period of twelve (12) months following any work in the ROWs by Licensee or any person acting on Licensee's behalf, except for backfilling which shall be a five (5) year period, Licensee shall, at its sole expense, be responsible for all costs of restoring any disturbances or damage to the ROWs or any other Village property and for all repairs or damage to Village property caused by Licensee, its officers, agents, employees, contractors, subcontractors, successors, and assigns, except to the extent any of the foregoing are caused by the negligence of the Village. All such restoration shall be performed in accordance with the Village ROW Policy and to the reasonable satisfaction of the Village.

Disturbed grass areas shall be restored with sod. All open excavations necessary for the installation, repair, relocation, maintenance or removal of the Facilities shall be properly backfilled, and any asphalt pavement or PCC concrete pavement or sidewalk shall be replaced with like-kind and quality materials. The backfill settlement repair period shall be for five (5) years from the date of placing said backfill during which time the affected areas shall be maintained by Licensee at its sole expense in a condition satisfactory to the Village. Under hard surface areas, such as roadways, sidewalks and drives, trench backfill shall be compacted and certified by the Village to comply with the Village construction standards. All restoration work shall be completed in accordance with the Village ROW Policy or other Village zoning or construction standards, whichever is more stringent and/or comprehensive.

In the event Licensee fails, in a timely manner, to restore any disturbances or make any and all repairs to the ROWs or other Village property as set forth above, the Village may make or cause to be made such restoration or repairs and either demand payment from Licensee, who agrees to pay the reasonable costs of such restoration or repairs upon written demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the Village, or demand payment from the security posted by Licensee, which payment must be received by the Village within thirty (30) days of demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the Village.

11. Environmental. Licensee shall not trim or cut any trees or shrubs, alter or impede water flowage, apply chemicals or disturb the topography of the ROWs in any manner without prior written approval of the Village. Licensee will take all reasonable steps to assure that Licensee will not release any regulated material in violation of any federal or state environmental law on the ROWs. Licensee, at its sole cost and expense, shall remediate, remove, clean up or abate in accordance with federal or state law, or the directives of the appropriate oversight agency, a release of a regulated material in violation of a federal or State law occurring on the ROWs, to the extent such a release was caused by Licensee. In the event of a release of a regulated

law on the ROWs by Licensee, or any claim or cause of action brought against the Village regarding such release, the indemnification provided for in Section 15 shall apply.

12. **Damage to Licensee's Facilities.** Unless directly and proximately caused by the willful, intentional or malicious acts of the Village, the Village shall not be liable for and Licensee expressly waives all claims for any damage to or loss of Licensee's Facilities within the ROWs as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling or work of any kind in the ROWs by or on behalf of the Village.

13. **Licensee Form of Business Disclosure.** Licensee agrees to complete and maintain on file with the Village a current Disclosure Affidavit, attached as Exhibit "B" to this License Agreement.

14. **No Transfer or Assignment.** This License Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns. During the term of this License Agreement, Licensee acknowledges and agrees that it does not have the right or authority to transfer or assign this License Agreement or any interest herein without the prior written consent of the Village; provided, however that Licensee shall have the right, without the Village's prior written consent, but with prior written notice to the Village and submission of a revised Exhibit "A", to assign or otherwise transfer this License Agreement to any successor entity or affiliate or subsidiary of Licensee, or to any entity into which Licensee may be merged or consolidated or which purchases all or substantially all of the assets of Licensee. Any such written consent required under this Section 14 may not be unreasonably withheld. Any transferee or assignee must, at a minimum, show satisfactory evidence that it meets the insurance requirements and other terms, conditions, and provisions contained herein. In the event the License herein granted is terminated or the Licensee transfers title to the Facilities or vacates or ceases to use the Facilities, Licensee shall, nevertheless, remain liable to the Village under the provisions hereof, until said Facilities herein authorized is removed, and the public ROWs are restored as herein required. Acceptance of payment from an entity or person other than Licensee shall not constitute a waiver of this provision.

15. **Indemnity/Hold Harmless.** To the fullest extent permitted by law, Licensee shall defend, indemnify, keep and hold harmless the Village and its officials, officers, employees and agents from and against all injuries, deaths, losses, damages, claims, demands, suits, liabilities, judgments, costs and expenses, including reasonable attorneys' fees, which may arise out of, or result from, directly or indirectly, any negligent, careless or wrongful acts or omissions or from the reckless or willful misconduct of Licensee, its affiliates, officers, employees, agents, contractors or subcontractors in the installation, operation, relocation, repair, maintenance or removal of the Facilities or Licensee's use of the ROWs, and in providing or offering service over the Facilities.

Licensee shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, Licensee shall, at its own expense, satisfy and discharge the same. This License Agreement shall not be construed as

requiring the Licensee to indemnify the Village for its own negligence. The indemnification required hereunder shall not be limited by the amount of the insurance to be maintained hereunder and shall survive termination of this Agreement.

16. Insurance. Licensee shall maintain, at its own expense, the following minimum levels of insurance until the Facilities are removed from the ROWs and the ROWs have been properly restored as required herein:

1. Workers Compensation - Statutory limits
2. Employers Liability - \$1,000,000 per employee and \$1,000,000 per accident
3. Commercial General Liability, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as "X," "C," and "U" coverages) and products-completed operations coverage with limits not less than:
 - i) Five million dollars (\$5,000,000) for bodily injury or death to each person;
 - ii) Five million dollars (\$5,000,000) for property damage resulting from any one accident; and
 - iii) Five million dollars (\$5,000,000) for all other types of liability
4. Automobile Liability for all owned, hired and non-owned automobiles - \$1,000,000 each Accident

If the Licensee is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this section.

Prior to commencing work on the Facilities described herein, Licensee shall furnish the Village with the appropriate Certificates of Insurance, and applicable policy endorsements. Licensee shall have the Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Glen Ellyn, its officers, officials, agents and employees" as "additional insureds". Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be Primary and Non-Contributory.

Commercial General Liability Insurance required under this section shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations. The limit must be on a "Per Project Basis". Commercial General Liability, Employers Liability and Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies. Workers' Compensation coverage shall include a waiver of subrogation against the Village.

All insurance provided pursuant to this section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with Licensee in the State of Illinois. (All insurance carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company.)

All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

17. **Security.** Prior to performing any work in the ROWs, Licensee shall establish a security fund in the amount of Twenty-Five Thousand Dollars (\$25,000), which shall be provided to the Village in the form, at the Licensee's election, of cash or an unconditional letter of credit acceptable to the Village. This security fund shall serve as security for those purposes set forth in the Village ROW Policy, including but not limited to the installation of the Facilities in compliance with applicable plans, permits, technical codes and standards, the proper location of the Facilities as specified by the Village, restoration of the ROWs and other property affected by the construction or to satisfy any claims or damages. The Village may draw on the letter of credit or withdraw cash for the reasons set forth in the Village ROW Policy and require replenishment by Licensee in accordance with said Policy.

18. **Duty to Provide Information.** Within fifteen (15) days of a written request from the Village, Licensee shall furnish any information requested that is reasonably related to this License Agreement, the License granted hereunder, and any business activities related to the License or business operations of Licensee in the Village.

19. **No Encumbrances.** Licensee shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests, or other encumbrances to attach to or to be filed against title to the ROWs.

20. **Taxes.** Nothing contained in this License Agreement shall be construed to exempt Licensee from any fee, tax, property tax levy or assessment, which is or may be hereinafter lawfully imposed on it relative to its use of the ROWs or its operation of the Facilities.

21. **Video Programming.** Licensee shall notify the Village if it intends on providing cable television content over the Facilities to subscribers within the Village. If required by law, Licensee will enter into a cable franchise or an open video system franchise agreement with the Village in the event Licensee does provide cable television content over its Facilities.

22. **Removal, Relocation or Modifications of Utility Facilities.** Within thirty (30) days following written notice from the Village, Licensee shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any part of its Facilities within the ROWs whenever the Village has determined, in the exercise of its governmental proprietary rights and powers, that such temporary or permanent removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any Village improvement in or upon, or the operations of the Village in or upon, the ROWs. In the event that relocation of any or all of the Facilities is

required and the Village and Licensee are unable to identify a feasible alternative to relocation within the thirty (30) day period, then the Village may terminate this Agreement, without penalty or payment to Licensee, solely with respect to the portion of the ROWs required by the Village for the above reasons or other public purposes.

In the event Licensee is required to disconnect, relocate, remove, change or alter the position of part or all of its Facilities from the ROWs and fails to do so within the time required by the Village, the Village may make or cause to be made such disconnection, relocation, removal, change, or alteration, and Licensee shall be liable to the Village for all costs regarding same. The Village may either demand payment from Licensee, who agrees to pay the reasonable costs of such relocation or removal upon written demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the Village, or demand payment from the security posted by Licensee, which payment must be received by the Village within thirty (30) days of demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the Village.

Removal of Unauthorized Facilities. Within thirty (30) days following written notice from the Village, Licensee shall, at its own expense, remove all or any part of any unauthorized facilities or appurtenances from the ROWs. A facility is unauthorized and subject to removal in the following circumstances:

- 1) Upon expiration or termination of this License Agreement or permit obtained by Licensee, unless otherwise permitted by applicable law;
- 2) If the facility was constructed or installed without the prior grant of a license or permit;
- 3) If the facility was constructed, installed or maintained in violation of this License Agreement or the Village ROW Standards; or
- 4) If the facility was constructed or installed at a location not permitted by any permit obtained by Licensee.

If the Licensee installs its Facilities in a ROW without a permit for that location, the Licensee agrees to pay a penalty payable to the Village in the sum of \$500.00 per month due on the first day of each month regardless of the amount of time the Licensee's Facilities remain in the ROW during that month until removed or permitted. Payment of the penalty shall not authorize the presence of the Facilities in the specific site without a permit. No action or inaction by the Village with respect to unauthorized use of any Village ROW shall be deemed to be a ratification or an unauthorized use.

Emergency Removal or Relocation of Facilities. The Village retains the right and privilege to disconnect, cut, move or remove any part of Licensee's Facilities located within the ROWs of the Village, as the Village may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the Village shall attempt to notify Licensee, if known, prior to cutting or removing any part of the Facilities and shall notify Licensee after cutting or removing any part of the Facilities.

23. Termination. The Village may terminate this License Agreement and the License granted herein for any of the following reasons:

- 1) Licensee made fraudulent, false, misrepresenting, or materially incomplete statements in the permit application; or
- 2) Failure to cure a breach of this License Agreement or noncompliance with the Village ROW Policy after receipt of written notice and a thirty (30) day cure period; or
- 3) Licensee's physical presence or presence of Licensee's Facilities on, over, above, along, upon, under, across, or within the ROWs presents a direct or imminent threat to the public health, safety, or welfare; or
- 4) Licensee's failure to construct the Facilities substantially in accordance with the permit and approved plans; or
- 5) Failure to provide the required traffic control; and to respond to requests from the Village to correct such deficiencies within a reasonable time frame.

Upon termination of this Agreement for any reason, Licensee shall, within sixty (60) days of written notice from Licenser, remove its Facilities from all Village ROWs and restore all ROWs as required herein.

Licensee may terminate one or more of the Facilities locations pursuant to this Agreement by giving at least thirty (30) days written notice. Licensee will not be subject to any penalty or fee for terminating such Facilities location prior to the end of the term of this Agreement.

24. No Waiver. The waiver by one party of any breach of this License Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this License Agreement and will not be construed to be a waiver of any provision except for the particular instance.

25. Amendments. This License Agreement represents the entire agreement between the parties. No oral changes or modifications of this License Agreement shall be permitted or allowed. Changes or modifications to this License Agreement shall be made only in writing and upon necessary and proper signature of the Licensee and the Village.

26. Notices. Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

Village Manager
Village of Glen Ellyn
535 Duane St.
Glen Ellyn, IL 60137

Everstream GLC Holding Company LLC
1228 Euclid Avenue
Suite 250

Cleveland, Ohio 44115
Attention: General Counsel

27. **Severability.** In the event that any provision of this License Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereto.

28. **Law and Venue.** This License Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois. The forum for any legal disputes between the Village and the Licensee shall be DuPage County, Illinois.

**EVERSTREAM GLC
HOLDING COMPANY
LLC**

VILLAGE OF GLEN ELLYN



Exhibit A2

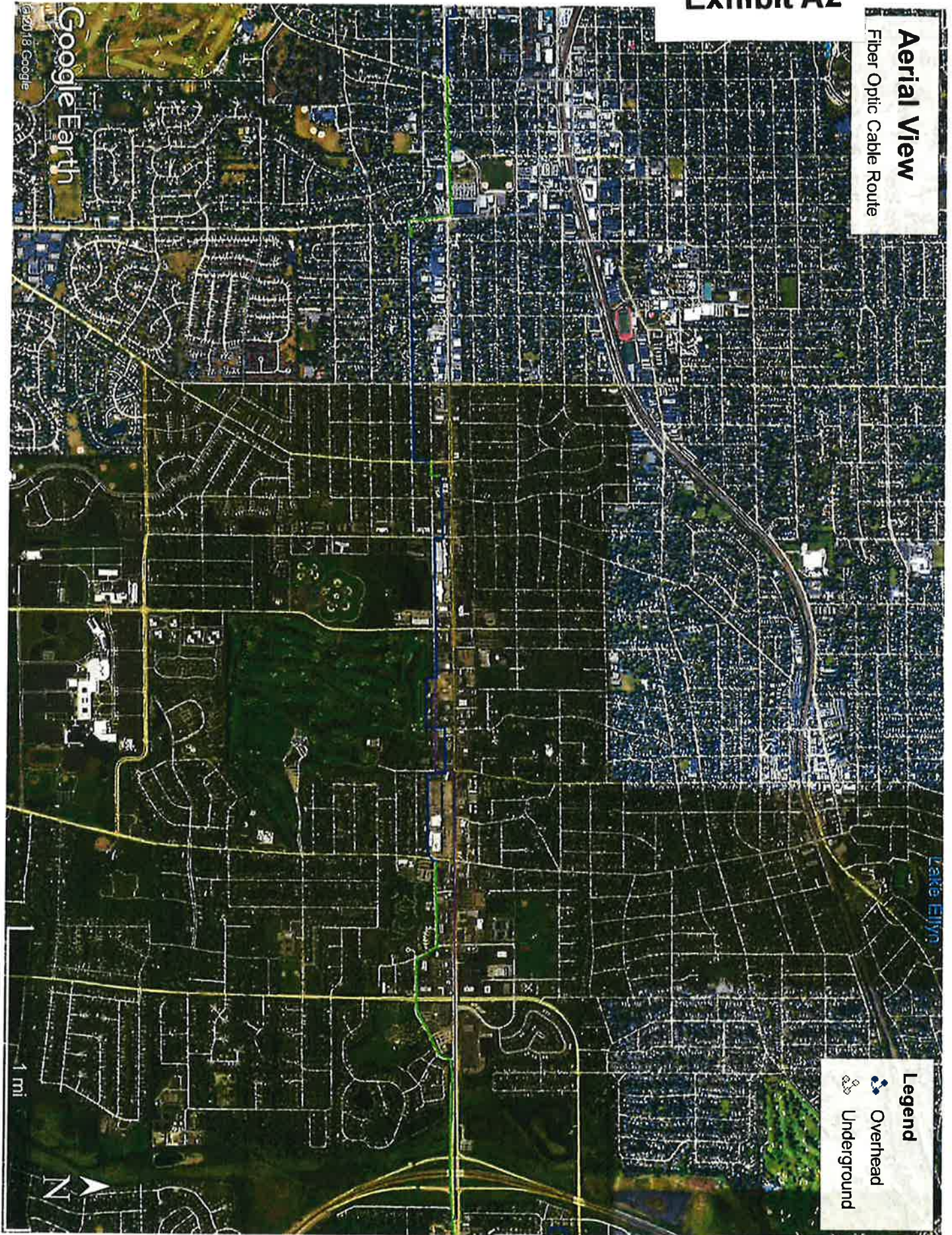


EXHIBIT B: DISCLOSURE RE CONFLICT OF INTEREST

_____, hereby certifies that
 it has reviewed Sec. 1-12-1 et. seq. of the Glen Ellyn Village Code, Ethics Policy, and has conducted an investigation into whether an actual or potential conflict of interest exists between the vendor, its owners and employees and any official or employee of the Village identified herein.

Vendor further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if vendor has not disclosed any actual or potential conflict of interest, the Village may disqualify the proposal or may void any award and acceptance that the Village has made.

 (Name of Vendor if the Vendor is an Individual)
 (Name of Partner if the Vendor is a Partnership)
 (Name of Officer if the Vendor is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this ____ day of _____, 2020

 Notary Public

Resolution No. _____

A Resolution Authorizing the Village to Enter Into a License Agreement with Everstream GLC Holding Company LLC, to Construct and Maintain a Fiber Optic Line in the Right of Way, from the Eastern Corporate Limit of the Village, to the Western Corporate Limit, Along Roosevelt Road, Pershing Avenue, Nicoll Way and Taft Avenue

WHEREAS, Everstream GLC Holding Company LLC, has applied to the Village of Glen Ellyn for a License Agreement to install, operate and maintain an underground and/or aerial fiber optics telecommunications utility in the Village Right of Way, running east to west and along the Roosevelt Rd., Pershing Ave, Nicoll Way and Taft Ave. Rights of Way, as shown on the attached map (a copy being attached hereto and made a part hereof as "Exhibit A"), wherein Everstream will pay a fee of \$2,500, for an initial, five year License Agreement, to utilize the Village Right-of-Way; and

WHEREAS, the Board of Trustees of the Village of Glen Ellyn find it necessary, convenient and in the best interest of the Village to grant said License Agreement, (a copy being attached hereto and made a part hereof as "Exhibit B"); and

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, as follows:

Section 1: That the Village President and Clerk of the Village of Glen Ellyn are authorized to execute and attest to any and all legal documents necessary to grant and finalize the License Agreement between Everstream GLC Holding Company LLC, and the Village of Glen Ellyn.

Section 2: That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

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

_____ day of _____.

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

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

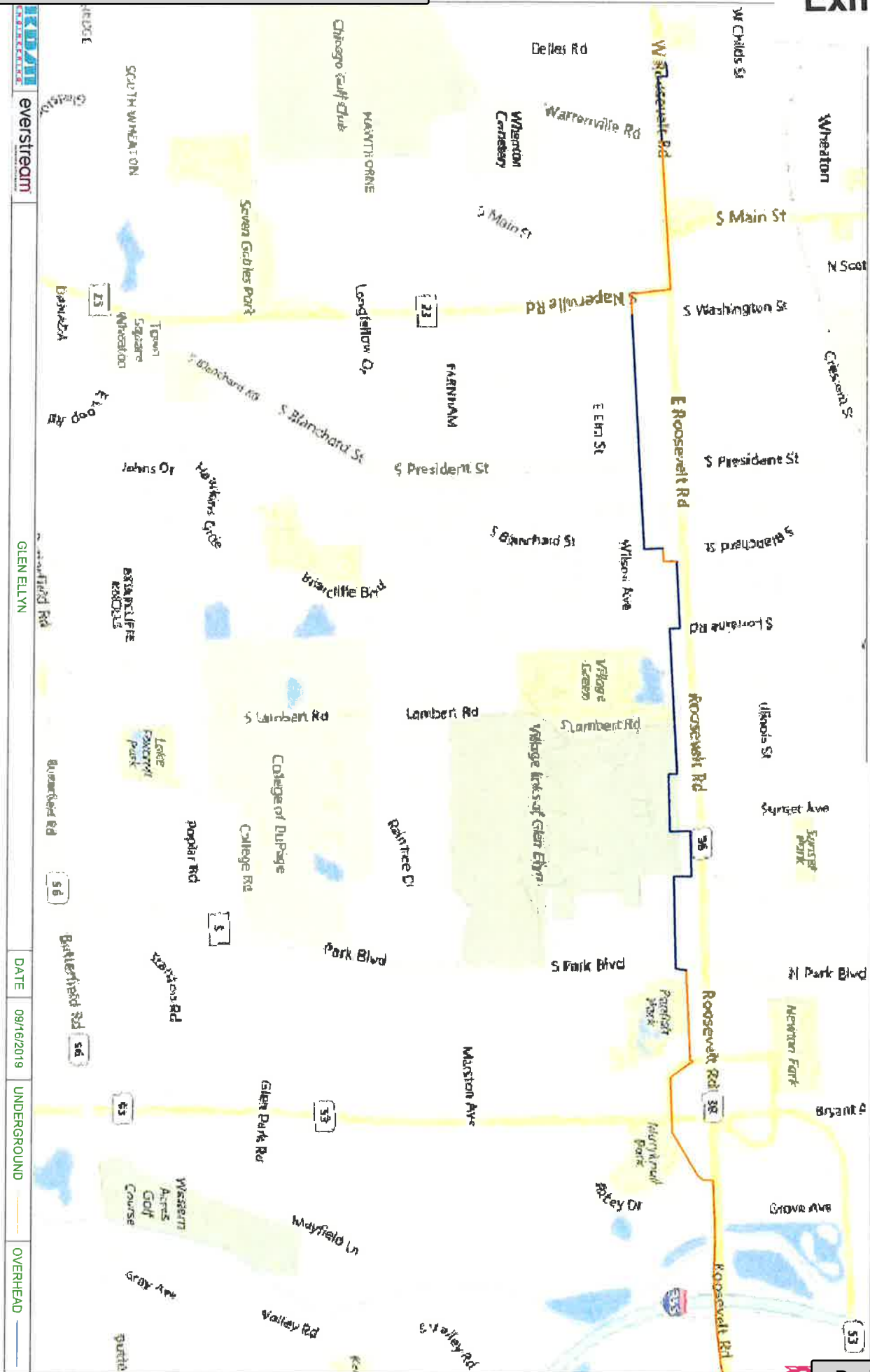
Diane McGinley, Village President

Attest:

John Chereskin, Village Clerk

AFFIX VILLAGE SEAL

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



MASTER LICENSE AGREEMENT BETWEEN
EVERSTREAM AND THE VILLAGE OF GLEN ELLYN FOR
USE OF VILLAGE RIGHTS-OF-WAY

Exhibit B

THIS LICENSE AGREEMENT ("this Agreement") is entered into by and between EVERSTREAM GLC HOLDING COMPANY LLC, a Delaware limited liability company with its principal office located at 1228 Euclid Avenue, Suite 250, Cleveland, Ohio 44115 (hereinafter referred to as "the Licensee"), and the VILLAGE OF GLEN ELLYN, ILLINOIS, an Illinois home rule municipal corporation, (hereinafter referred to as the "Village"), for the use of Village rights-of-way for the installation, operation and maintenance of telecommunications facilities.

WHEREAS, the Village is the exclusive owner of certain public rights-of-way, and has approved official standards for the construction of facilities on the public rights-of-way; and

WHEREAS, the Village has the right and power to regulate and permit the installation, attachment, operation and maintenance of telecommunications facilities upon public property and in the public rights-of-way within its municipal boundaries; and

WHEREAS, Licensee desires to construct, install, attach, operate, repair, maintain and remove fiber telecommunications facilities in and/or upon the Village's public rights-of-way (the "ROWs") within the Village's boundaries, subject to the provisions of this Agreement; and

WHEREAS, in consideration of the payment of a license fee, the Village desires to allow Licensee to utilize the ROWs for such purposes, subject to the provisions of this Agreement; and

WHEREAS, the Village Board has determined that the establishment of a Master License Agreement for telecommunications use of public ways will properly facilitate and manage the deployment of telecommunications facilities without requiring a telecommunications company to come before the Village Board each time it seeks approval of a site specific permit for a facility in the ROW; and

WHEREAS, regulation of the deployment of telecommunication facilities within Village ROWs can be accomplished through the use of site-specific permitting, managed and controlled by the Village, but only after a telecommunications company agrees to the terms of this Agreement; and

WHEREAS, Section 253 of the Federal Communications Act of 1934, as amended, including 47 U.S.C. Section 253, and Illinois 220 ILCS 5/21-1001, provides that the Village has the authority, subject to certain limitations, to control access to and use of the ROWs within the Village; and

WHEREAS, the Village has the authority to enter into this License Agreement pursuant to the powers granted it by Article VII, Section 10(a) of the Illinois Constitution of 1970, and finds that entering into this Agreement is in the best interests of the Village, its residents, and the public; and

WHEREAS, Licensee is authorized and empowered to enter into this Agreement and to perform the covenants and promises herein made and undertaken.

NOW, THEREFORE, in consideration of the above stated preambles and the mutual covenants and promises hereinafter contained, the Licensee and the Village agree as follows:

1. Recitals. The above recitals are hereby incorporated into this License Agreement as if fully set forth in this section 1.
2. Grant of License. For and in consideration of the mutual covenants herein, and subject to the terms and conditions set forth herein and compliance with all Federal, State and local laws and regulations, the Village grants a non-exclusive revocable license ("License") to Licensee for the use of the ROWs to construct, install, operate, use, own, repair, maintain and remove underground and aerial fiber telecommunications facilities (the "Facilities") in the right of way at the locations indicated on the attached maps, Exhibit A and A2.

The License granted by this Agreement shall not convey any right, title or interest (including leasehold interest) in the ROWs, but shall be deemed to be a license only to use and occupy the ROWs for the limited purposes stated herein. In the event of default by Licensee, the Village shall not be obligated to bring a forcible entry and detainer action to terminate Licensee's rights hereunder. The rights granted to Licensee by the Village are and shall be at all times subordinate to the Village's right to ingress and egress and use of the public ROWs. All rights and obligations of the Licensee under this Agreement shall be exercised by the Licensee at its sole cost and expense.

This Agreement and the right it grants to use and occupy the ROWs shall not be exclusive and do not, explicitly or implicitly, preclude the issuance of other licenses to operate telecommunications facilities within the Village's municipal boundaries.

3. Term; Fees. The term of this Agreement shall be for a period of five (5) years, beginning on the date approved by the Village Board and ending five (5) years thereafter, unless otherwise sooner terminated as provided for herein. For the initial term, Licensee shall pay a license fee in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) to the Village prior to the issuance of any permits. This License Agreement shall automatically renew for an additional five (5) year term provided that Licensee is in full compliance with this Agreement.

Following the first renewal term, this Agreement may be renewed by mutual agreement of the parties for successive five (5) year terms provided that Licensee is in full compliance with the terms and conditions of this License Agreement at the time of renewal. Licensee shall make written request for renewal of this License Agreement at least sixty (60) days prior to the expiration of the current term.

Unless otherwise provided by law, each renewal shall be subject to a License Fee that will be determined at the time of each renewal. In the event Licensee chooses not to renew this Agreement or the parties cannot agree upon an amount for the License Fee for a renewal term, this License Agreement shall terminate and Licensee shall remove its Facilities from all Village

ROWS and restore all ROWs as required herein. Licensee shall also be required to pay any applicable permit fees for each permit issued.

4. Title; Condition of ROWs. It is understood and agreed that the Village makes no representations, warranties or assurances with respect to the following: the condition of the title or boundaries of the ROWs; the condition of the underground duct or conduit; other utilities or facilities in the ROWs; any other improvements or soils located on the ROWs; or the suitability of the ROWs for Licensee's intended use. Licensee assumes all risks associated with the placement, operation and maintenance of the Facilities within the ROWs and suitability of the ROWs for its Facilities. Licensee accepts the ROWs in an "As Is, Where Is" condition, including any environmental conditions, and accordingly, the Village shall not be held liable for any damages or liabilities resulting from any actions that arise because of any claims concerning the title, boundaries or condition of the ROWs.

5. Location. The location of the Facilities shall be as approved by the Village's Director of Public Works or designee. Licensee shall provide the Village with an accurate map "as built" certifying the proposed locations of the Facilities within the ROWs each time it submits a permit application. Licensee shall provide an updated map "as built" each time any location changes are made to the Facilities. Unless otherwise stated on a permit issued by the Village, Licensee shall not locate the Facilities so as to unreasonably interfere with the use of the ROWs by the Village, by any utility, by the general public or by other persons authorized to use or be present in or upon the public ROWs. Licensee shall relocate, at its sole cost and expense, any part of its Facilities that is not located in compliance with the permit requirements.

6. Use of ROWs. In its use of the ROWs and any work to be performed thereon, Licensee shall comply with all applicable laws, ordinances, regulations and requirements of federal, state, county and local regulatory authorities, including the applicable provisions of the Glen Ellyn Municipal Code, Section 8-6-20, as may be amended from time to time. In the event of a conflict between this License Agreement and the Village ROW Standards, the terms and conditions of this License Agreement shall control.

Licensee shall use and occupy the ROWs to construct, install, operate, use, repair, maintain and remove the Facilities, which shall be limited to underground conduit and fiber telecommunications cable where existing similar utilities are underground, and aerial fiber optic telecommunications cable where existing similar utilities are located aerially, and related equipment and facilities only, it being specifically understood that the ROWs shall not be used for the burning of refuse, the accumulation and/or storage of debris or other material, or for any unsanitary or unhealthful purposes. All parts of Licensee's Facilities shall be underground where feasible, where required by the Glen Ellyn Municipal Code, and as determined by existing conditions. Any unauthorized or impermissible use of the ROWs shall be deemed to be a material breach of this License Agreement.

Licensee warrants that the installation of the Facilities will be performed without any trenching or open trenching, but rather by directional boring. If directional boring is not possible for installation of the required Facilities, Licensee agrees to work with the Village's Director of Public Works, or designee, to determine the method of installation to be used, and to obtain the

permission of the Village. Licensee shall not disturb any pavement for the installation, operation, maintenance or removal of its Facilities. All movement and storage of equipment and materials shall be confined to the area designated by the Village. All surplus excavated material shall be removed from the ROWs and disposed of in accordance with any applicable laws or regulations. All tree stumps, and other debris resulting from construction operations shall be removed from the ROWs.

7. Installation, Operation and Maintenance. As a condition precedent to its right to access, use or attach any of its Facilities, Licensee shall, prior to occupying any area, submit a site-specific permit application for each location, including all siting, design, construction methodology, manufacturer's specifications, and structural engineering reports as necessary, and receive from the Director of Public Works or designee a site-specific permit for each location. The Director of Public Works or designee may request additional information if necessary to process the application. The Licensee shall also pay any applicable permit fees as required by law and the Village ROW Standards.

Unless otherwise provided by law, the Village reserves the right to refuse to approve or authorize any permit application when it determines that space in a ROW is inadequate to accommodate the Licensee's Facilities. All terms and conditions contained in this Agreement shall be incorporated into each individual permit obtained for each location. The installation, operation and maintenance of the Facilities shall comply with all applicable ordinances, statutes, laws or regulations.

The Licensee, in the performance and exercise of any of its authorizations and obligations under this Agreement shall not obstruct or interfere in any manner with the Village ROWs, existing utility easements, private rights of way, sanitary sewers, sewer laterals, water mains, storm drains, gas mains, poles, aerial and other existing telecommunications facilities without the express written approval of the Village or the other owners, including franchisees, of the affected property. If Licensee proposes to install its Facilities on a non-Village owned utility pole in the ROW, Licensee shall submit its written agreement with the franchisee or licensee which owns the existing utility pole as part of its site-specific permit application.

Except to the extent caused by the Village's willful misconduct, the Village shall not be liable to the Licensee or its customers for any interruption of service to the Licensee or interference with the Licensee's Facilities for any reason whatsoever.

Maintenance of the Facilities within the ROWs shall be the responsibility of Licensee. The Facilities shall be maintained in good and safe condition and in a manner that complies with all applicable federal, state and local laws, regulations and policies. Licensee shall use due care to insure that no damage, beyond reasonable wear and tear, is caused to the ROWs. Licensee shall report any damage it causes to any affected party in writing within twenty-four (24) hours of the damage. The Licensee shall reimburse the other party for any damage caused by its employees, contractors, subcontractors, agents, representative or its Facilities.

Notwithstanding any provisions to the contrary herein, in the event of an unexpected repair or emergency ("Emergency Maintenance"), Licensee may access the ROWs and commence such Emergency Maintenance work as required under the circumstances, provided Licensee shall comply with the requirements for Emergency Maintenance set forth in the Glen Ellyn Municipal Code, Section 8-6-20.

8. Marking. Prior to and during any installation or relocation of any underground cables or utility lines, Licensee shall contact J.U.L.I.E. to ascertain the presence and location of existing aboveground and underground facilities within the ROWs to be occupied by Licensee's Facilities and install route markers in accordance with the Illinois Underground Facilities Damage Prevention Act.

The Village shall have no obligation to mark the location of Licensee's Facilities. Licensee agrees that it will become a member of J.U.L.I.E. as a requirement of this License Agreement and that such a system is designed to alert Licensee to planned work in the rights-of-way, so that Licensee can mark the location of its facilities to avoid damage. The Village shall have no obligation to alert Licensee to proposed work by itself or others, other than as a participating member of the J.U.L.I.E. system.

9. Public Safety. Licensee or other person acting on its behalf, at its own expense, shall use suitable barricades, flags, flagmen, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of any work in or affecting the ROWs or other property.

If the Village, in its reasonable discretion, determines that a particular use of the ROWs by Licensee is, or will be, hazardous to the public or the property, Licensee, upon written notice from the Village, shall install commercially reasonable safety devices or make commercially reasonable modifications at Licensee's sole expense to render the ROWs safe for, and compatible with, public use. In the event Licensee fails to install such safety devices or make required modifications within twenty-four (24) hours, or, if such modifications cannot be completed expeditiously to render the ROWs safe for the public, the Village may install such safety devices. In the event the Village installs such safety devices, the Licensee agrees to pay the actual costs of such improvements upon written demand, or the Village may terminate this License Agreement, with all rights of Licensee hereunder being forfeited, and the Licensee waives all rights and claims of any kind against the Village arising out of this License Agreement and its termination.

10. Restoration of ROWs. Within ten (10) days after initial construction operations have been completed or after repair, relocation or removal of the Facilities, Licensee shall grade and restore all areas disturbed by construction operations to a condition substantially similar to that which existed prior to the work. This time period may be extended for good cause shown. If weather or other conditions do not permit the complete restoration required by this Section, Licensee shall temporarily restore any disturbed property. Such temporary restoration shall be at Licensee's sole expense and Licensee shall promptly undertake and complete the required permanent restoration when the weather or other conditions permit such permanent restoration.

For a period of twelve (12) months following any work in the ROWs by Licensee or any person acting on Licensee's behalf, except for backfilling which shall be a five (5) year period, Licensee shall, at its sole expense, be responsible for all costs of restoring any disturbances or damage to the ROWs or any other Village property and for all repairs or damage to Village property caused by Licensee, its officers, agents, employees, contractors, subcontractors, successors, and assigns, except to the extent any of the foregoing are caused by the negligence of the Village. All such restoration shall be performed in accordance with the Village ROW Policy and to the reasonable satisfaction of the Village.

Disturbed grass areas shall be restored with sod. All open excavations necessary for the installation, repair, relocation, maintenance or removal of the Facilities shall be properly backfilled, and any asphalt pavement or PCC concrete pavement or sidewalk shall be replaced with like-kind and quality materials. The backfill settlement repair period shall be for five (5) years from the date of placing said backfill during which time the affected areas shall be maintained by Licensee at its sole expense in a condition satisfactory to the Village. Under hard surface areas, such as roadways, sidewalks and drives, trench backfill shall be compacted and certified by the Village to comply with the Village construction standards. All restoration work shall be completed in accordance with the Village ROW Policy or other Village zoning or construction standards, whichever is more stringent and/or comprehensive.

In the event Licensee fails, in a timely manner, to restore any disturbances or make any and all repairs to the ROWs or other Village property as set forth above, the Village may make or cause to be made such restoration or repairs and either demand payment from Licensee, who agrees to pay the reasonable costs of such restoration or repairs upon written demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the Village, or demand payment from the security posted by Licensee, which payment must be received by the Village within thirty (30) days of demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the Village.

11. Environmental. Licensee shall not trim or cut any trees or shrubs, alter or impede water flowage, apply chemicals or disturb the topography of the ROWs in any manner without prior written approval of the Village. Licensee will take all reasonable steps to assure that Licensee will not release any regulated material in violation of any federal or state environmental law on the ROWs. Licensee, at its sole cost and expense, shall remediate, remove, clean up or abate in accordance with federal or state law, or the directives of the appropriate oversight agency, a release of a regulated material in violation of a federal or State law occurring on the ROWs, to the extent such a release was caused by Licensee. In the event of a release of a regulated

all law on the ROWs by Licensee, or any claim or cause of action brought against the Village regarding such release, the indemnification provided for in Section 15 shall apply.

12. **Damage to Licensee's Facilities.** Unless directly and proximately caused by the willful, intentional or malicious acts of the Village, the Village shall not be liable for and Licensee expressly waives all claims for any damage to or loss of Licensee's Facilities within the ROWs as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling or work of any kind in the ROWs by or on behalf of the Village.

13. **Licensee Form of Business Disclosure.** Licensee agrees to complete and maintain on file with the Village a current Disclosure Affidavit, attached as Exhibit "B" to this License Agreement.

14. **No Transfer or Assignment.** This License Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns. During the term of this License Agreement, Licensee acknowledges and agrees that it does not have the right or authority to transfer or assign this License Agreement or any interest herein without the prior written consent of the Village; provided, however that Licensee shall have the right, without the Village's prior written consent, but with prior written notice to the Village and submission of a revised Exhibit "A", to assign or otherwise transfer this License Agreement to any successor entity or affiliate or subsidiary of Licensee, or to any entity into which Licensee may be merged or consolidated or which purchases all or substantially all of the assets of Licensee. Any such written consent required under this Section 14 may not be unreasonably withheld. Any transferee or assignee must, at a minimum, show satisfactory evidence that it meets the insurance requirements and other terms, conditions, and provisions contained herein. In the event the License herein granted is terminated or the Licensee transfers title to the Facilities or vacates or ceases to use the Facilities, Licensee shall, nevertheless, remain liable to the Village under the provisions hereof, until said Facilities herein authorized is removed, and the public ROWs are restored as herein required. Acceptance of payment from an entity or person other than Licensee shall not constitute a waiver of this provision.

15. **Indemnity/Hold Harmless.** To the fullest extent permitted by law, Licensee shall defend, indemnify, keep and hold harmless the Village and its officials, officers, employees and agents from and against all injuries, deaths, losses, damages, claims, demands, suits, liabilities, judgments, costs and expenses, including reasonable attorneys' fees, which may arise out of, or result from, directly or indirectly, any negligent, careless or wrongful acts or omissions or from the reckless or willful misconduct of Licensee, its affiliates, officers, employees, agents, contractors or subcontractors in the installation, operation, relocation, repair, maintenance or removal of the Facilities or Licensee's use of the ROWs, and in providing or offering service over the Facilities.

Licensee shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, Licensee shall, at its own expense, satisfy and discharge the same. This License Agreement shall not be construed as

requiring the Licensee to indemnify the Village for its own negligence. The indemnification required hereunder shall not be limited by the amount of the insurance to be maintained hereunder and shall survive termination of this Agreement.

16. Insurance. Licensee shall maintain, at its own expense, the following minimum levels of insurance until the Facilities are removed from the ROWs and the ROWs have been properly restored as required herein:

1. Workers Compensation - Statutory limits
2. Employers Liability - \$1,000,000 per employee and \$1,000,000 per accident
3. Commercial General Liability, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as "X," "C," and "U" coverages) and products-completed operations coverage with limits not less than:
 - i) Five million dollars (\$5,000,000) for bodily injury or death to each person;
 - ii) Five million dollars (\$5,000,000) for property damage resulting from any one accident; and
 - iii) Five million dollars (\$5,000,000) for all other types of liability
4. Automobile Liability for all owned, hired and non-owned automobiles - \$1,000,000 each Accident

If the Licensee is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this section.

Prior to commencing work on the Facilities described herein, Licensee shall furnish the Village with the appropriate Certificates of Insurance, and applicable policy endorsements. Licensee shall have the Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Glen Ellyn, its officers, officials, agents and employees" as "additional insureds". Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be Primary and Non-Contributory.

Commercial General Liability Insurance required under this section shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations. The limit must be on a "Per Project Basis". Commercial General Liability, Employers Liability and Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies. Workers' Compensation coverage shall include a waiver of subrogation against the Village.

All insurance provided pursuant to this section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with Licensee in the State of Illinois. (All insurance carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company.)

All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

17. Security. Prior to performing any work in the ROWs, Licensee shall establish a security fund in the amount of Twenty-Five Thousand Dollars (\$25,000), which shall be provided to the Village in the form, at the Licensee's election, of cash or an unconditional letter of credit acceptable to the Village. This security fund shall serve as security for those purposes set forth in the Village ROW Policy, including but not limited to the installation of the Facilities in compliance with applicable plans, permits, technical codes and standards, the proper location of the Facilities as specified by the Village, restoration of the ROWs and other property affected by the construction or to satisfy any claims or damages. The Village may draw on the letter of credit or withdraw cash for the reasons set forth in the Village ROW Policy and require replenishment by Licensee in accordance with said Policy.

18. Duty to Provide Information. Within fifteen (15) days of a written request from the Village, Licensee shall furnish any information requested that is reasonably related to this License Agreement, the License granted hereunder, and any business activities related to the License or business operations of Licensee in the Village.

19. No Encumbrances. Licensee shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests, or other encumbrances to attach to or to be filed against title to the ROWs.

20. Taxes. Nothing contained in this License Agreement shall be construed to exempt Licensee from any fee, tax, property tax levy or assessment, which is or may be hereinafter lawfully imposed on it relative to its use of the ROWs or its operation of the Facilities.

21. Video Programming. Licensee shall notify the Village if it intends on providing cable television content over the Facilities to subscribers within the Village. If required by law, Licensee will enter into a cable franchise or an open video system franchise agreement with the Village in the event Licensee does provide cable television content over its Facilities.

22. Removal, Relocation or Modifications of Utility Facilities. Within thirty (30) days following written notice from the Village, Licensee shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any part of its Facilities within the ROWs whenever the Village has determined, in the exercise of its governmental proprietary rights and powers, that such temporary or permanent removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any Village improvement in or upon, or the operations of the Village in or upon, the ROWs. In the event that relocation of any or all of the Facilities is

required and the Village and Licensee are unable to identify a feasible alternative to relocation within the thirty (30) day period, then the Village may terminate this Agreement, without penalty or payment to Licensee, solely with respect to the portion of the ROWs required by the Village for the above reasons or other public purposes.

In the event Licensee is required to disconnect, relocate, remove, change or alter the position of part or all of its Facilities from the ROWs and fails to do so within the time required by the Village, the Village may make or cause to be made such disconnection, relocation, removal, change, or alteration, and Licensee shall be liable to the Village for all costs regarding same. The Village may either demand payment from Licensee, who agrees to pay the reasonable costs of such relocation or removal upon written demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the Village, or demand payment from the security posted by Licensee, which payment must be received by the Village within thirty (30) days of demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the Village.

Removal of Unauthorized Facilities. Within thirty (30) days following written notice from the Village, Licensee shall, at its own expense, remove all or any part of any unauthorized facilities or appurtenances from the ROWs. A facility is unauthorized and subject to removal in the following circumstances:

- 1) Upon expiration or termination of this License Agreement or permit obtained by Licensee, unless otherwise permitted by applicable law;
- 2) If the facility was constructed or installed without the prior grant of a license or permit;
- 3) If the facility was constructed, installed or maintained in violation of this License Agreement or the Village ROW Standards; or
- 4) If the facility was constructed or installed at a location not permitted by any permit obtained by Licensee.

If the Licensee installs its Facilities in a ROW without a permit for that location, the Licensee agrees to pay a penalty payable to the Village in the sum of \$500.00 per month due on the first day of each month regardless of the amount of time the Licensee's Facilities remain in the ROW during that month until removed or permitted. Payment of the penalty shall not authorize the presence of the Facilities in the specific site without a permit. No action or inaction by the Village with respect to unauthorized use of any Village ROW shall be deemed to be a ratification or an unauthorized use.

Emergency Removal or Relocation of Facilities. The Village retains the right and privilege to disconnect, cut, move or remove any part of Licensee's Facilities located within the ROWs of the Village, as the Village may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the Village shall attempt to notify Licensee, if known, prior to cutting or removing any part of the Facilities and shall notify Licensee after cutting or removing any part of the Facilities.

23. Termination. The Village may terminate this License Agreement and the License granted herein for any of the following reasons:

- 1) Licensee made fraudulent, false, misrepresenting, or materially incomplete statements in the permit application; or
- 2) Failure to cure a breach of this License Agreement or noncompliance with the Village ROW Policy after receipt of written notice and a thirty (30) day cure period; or
- 3) Licensee's physical presence or presence of Licensee's Facilities on, over, above, along, upon, under, across, or within the ROWs presents a direct or imminent threat to the public health, safety, or welfare; or
- 4) Licensee's failure to construct the Facilities substantially in accordance with the permit and approved plans; or
- 5) Failure to provide the required traffic control; and to respond to requests from the Village to correct such deficiencies within a reasonable time frame.

Upon termination of this Agreement for any reason, Licensee shall, within sixty (60) days of written notice from Licensor, remove its Facilities from all Village ROWs and restore all ROWs as required herein.

Licensee may terminate one or more of the Facilities locations pursuant to this Agreement by giving at least thirty (30) days written notice. Licensee will not be subject to any penalty or fee for terminating such Facilities location prior to the end of the term of this Agreement.

24. No Waiver. The waiver by one party of any breach of this License Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this License Agreement and will not be construed to be a waiver of any provision except for the particular instance.

25. Amendments. This License Agreement represents the entire agreement between the parties. No oral changes or modifications of this License Agreement shall be permitted or allowed. Changes or modifications to this License Agreement shall be made only in writing and upon necessary and proper signature of the Licensee and the Village.

26. Notices. Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

Village Manager
Village of Glen Ellyn
535 Duane St.
Glen Ellyn, IL 60137

Everstream GLC Holding Company LLC
1228 Euclid Avenue
Suite 250

Cleveland, Ohio 44115
Attention: General Counsel

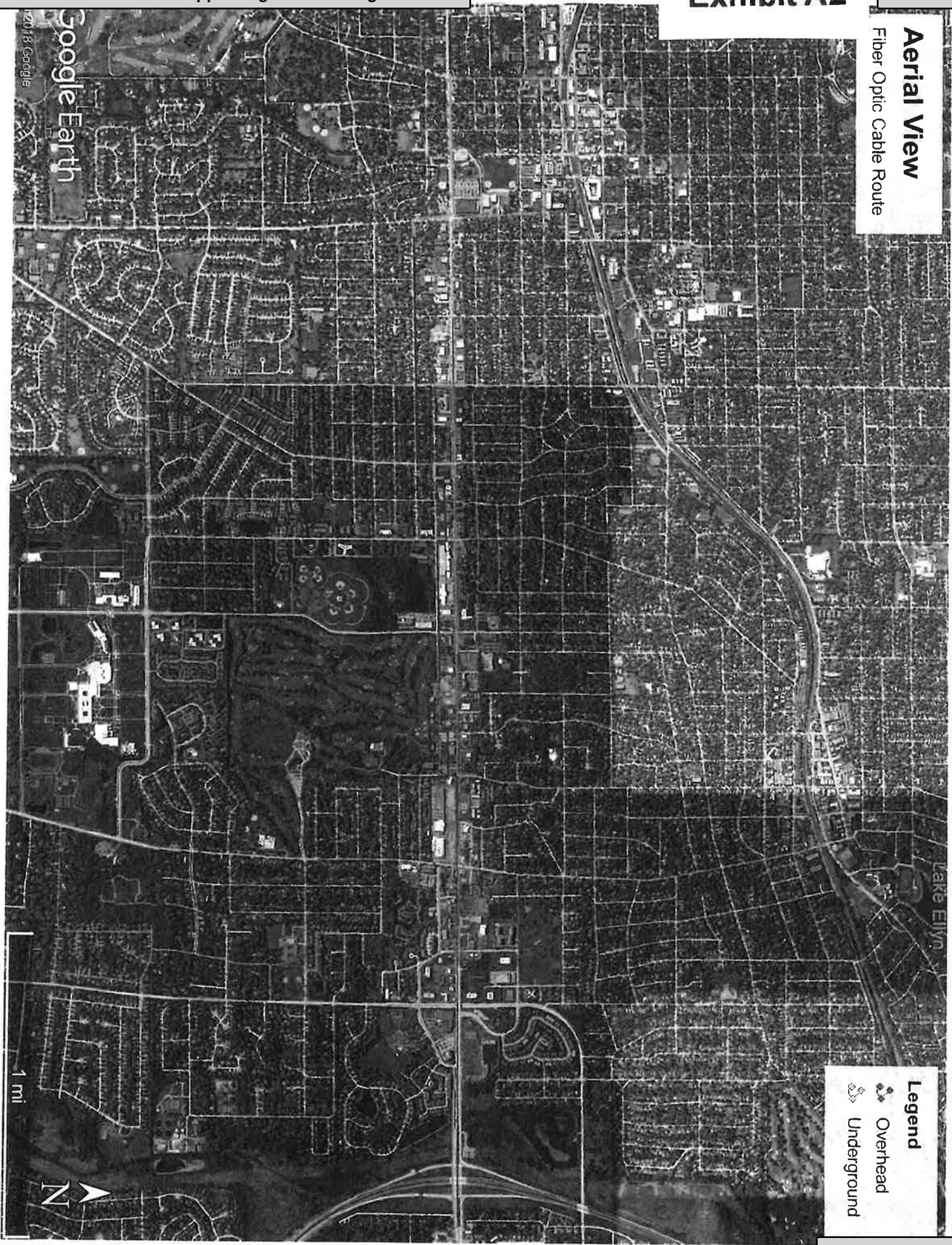
27. **Severability.** In the event that any provision of this License Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereto.

28. **Law and Venue.** This License Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois. The forum for any legal disputes between the Village and the Licensee shall be DuPage County, Illinois.

EVERSTREAM GLC
HOLDING COMPANY
LLC

VILLAGE OF GLEN ELLYN





Aerial View
Fiber Optic Cable Route

- Legend**
-  Overhead
 -  Underground

EXHIBIT B: DISCLOSURE RE CONFLICT OF INTEREST

_____, hereby certifies that
 it has reviewed Sec. 1-12-1 et. seq. of the Glen Ellyn Village Code, Ethics Policy, and has conducted an investigation into whether an actual or potential conflict of interest exists between the vendor, its owners and employees and any official or employee of the Village identified herein.

Vendor further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if vendor has not disclosed any actual or potential conflict of interest, the Village may disqualify the proposal or may void any award and acceptance that the Village has made.

 (Name of Vendor if the Vendor is an Individual)
 (Name of Partner if the Vendor is a Partnership)
 (Name of Officer if the Vendor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this ____ day of _____, 2020

 Notary Public



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

Meeting: 05/26/20 07:00 PM
Department: Glen Ellyn Village Board
Department Head: Lindsey Kaminsky
Category: Resolution
Prepared By: Lindsey Kaminsky

SCHEDULED

RESOLUTION 20-13

DOC ID: 4493

**Resolution No. 20-13, A Resolution to Temporarily Authorize the
Community Development Director and Liquor Control
Commissioner to Administratively Approve Requests for Outdoor
Seating for Restaurant Service, Outdoor Tents, and Outdoor
Merchandise in the Village Rights of Way and on Private Property
(Village Attorney Mathews)**

Background: The State remains on track for Phase 3 of the Restore Illinois Plan by May 29. Bars and restaurants in Illinois will be allowed to reopen with outdoor seating as part of Governor JB Pritzker's plan to Restore Illinois. Specifically with Phase 3, bars and restaurants will have the option to resume operations for outdoor seating only. Tables must be six feet apart and away from the sidewalks, masks and distancing measures for staff must continue to be followed, and other precautions and guidance will be issued. These measures will allow restaurants to re-open at a risk comparable to other outdoor activities, while giving the state's hospitality industry a much-needed boost. Municipalities are encouraged to help restaurants and bars expand their outdoor seating options. As part of this plan, the Village of Glen Ellyn is recommending temporarily modifying the outdoor dining regulations in order to allow restaurants and bars to re-open without jeopardizing the health and safety of the public and their employees.

The following are other uses that will be permitted to come on line in Phase 3 that we will work on in terms of guidelines and safety measures.

1. Salons - permitted with public health guidelines and limited capacity.
2. Retail - All retail stores will be permitted to open but with limited capacity based on square footage per person allowed in store.
3. Fitness Clubs - will be permitted to open for outdoor classes up to 10 people. Indoor is permitted on a one on one basis.
4. Non related groups of up to 10 People - This applies to getting together with friends and family, golfing, boating, etc.

Therefore, the attached resolution will provide necessary flexibility to assist restaurants and retail take full advantage of these new guidelines. Please keep in mind that this is a fluid situation and we will be gathering information over the next several days. This will also include getting guidance from the State, DuPage County, Choose DuPage and other municipalities. In addition, there are other groups and agencies that we anticipate will provide guidance including:

1. DuPage Health Department - related to the preparation of food, employee safety measures, general health conditions, etc.

2. Illinois Restaurant Association - This group has been at the table with the Governor negotiating this language along with the City of Chicago. They will likely come up with guidelines for restaurant operators that can be useful for our local businesses.

In general, we recognize that many restaurants may not be ready to open by May 29 as they will need time to analyze the situation, order food, train employees, figure out logistics, acquire tables/tents, etc. In fact, many restaurants may simply choose to not open due to limited capacity. However, we do want to make sure that we can assist all of those that are interested in opening up in Phase 3. To that end, we have completed a restaurant survey, results we be shared Tuesday night, have begun to respond to requests from businesses about specific needs they may have, and are completing some simply guidelines to follow. In addition, staff has been working towards a plan to accommodate all restaurants interested in taking advantage of these news guidelines be creating public areas to eat outside, presumably for takeout orders specifically.

Restaurants - General: We anticipate that our initial efforts will be focused on accommodating carryout/pickup seating and that most restaurants are not able to open with such small capacity, nor want to staff up for this. Rather, they will take advantage of their robust pickup business and their customers will expand if the Village is able to accommodate additional seating. The exception is for restaurants that can accommodate larger seating areas on private property such as Glen Oak and Two Hound Red and restaurants on Roosevelt Rd.

1. Outdoor dining only. Tables must be 6 feet apart and removed from sidewalks. We generally believe that this means that the sidewalks must be passable for pedestrians walking by.
2. Sitting vs Standing - The press release indicates seating capacity. We are not sure if standing patrons will be allowed. More information and research of the Executive Order will be needed.
3. Masks - The press release references masks must be worn by employees. We do not believe this will apply to patrons as masks would make it difficult to eat or drink. We will research to confirm.
4. Cocktails to Go - We are aware that there is legislation that would allow this on a temporary basis during the period where restaurants would be limited. General Assembly may consider this this week.

Licenses, Fees and Zoning

1. Liquor Licenses - The current liquor licenses are good through June 30. However, since the restaurants have not been able to fully utilize, staff is recommending an extension for one month and a proration of the fee for three months. In addition, a resolution will allow the Liquor Control Commissioner to issue a sidewalk café license and temporary licenses on private property to those interested as well as provide necessary approval to allow public consumption in public areas as identified. **Resolution on 5/26.**
2. Tent/Outdoor Dining Applications - Staff is prepared to expedite all applications for outdoor dining and process administratively. In addition, it is recommended that all permit

fees be waived and will stay in place through the year, weather dependent. **Resolution on 5/26.**

3. Tent/Outdoor Dining Applications: Similar to above but for private parking lots. **Resolution on 5/26.**
4. Zoning Requirements for Parking - Staff would recommend this be included in the Resolution to be adopted that would provide significant latitude for staff to allow tents to be installed in private parking lots that would otherwise cause the restaurant to fall below the required number of parking spaces. This would be temporary in nature (tied to Phase 3 or Phase 4 of plan) and can be justified as the restaurants will have severely reduced capacity under the Restore Illinois Plan. **Resolution on 5/26.**

Key Locations and Outreach

1. Downtown:
 - A. Southside restaurants: Duane St. in front of Civic Center will accommodate restaurants on Main street and others. Closing a portion of Duane and ordered picnic tables, tent and other features.
 - B. Other locations on Crescent (2 locations), Shocks Square, Fire Station, Gazebo Park (Park District), Train lot behind Einstein's, and Forest and possibly others.
2. Roosevelt Rd - Assist businesses in permitting outdoor seating.

Recommendation: Approve a resolution to assist businesses, retail and restaurants take advantage of Phase 3 guidelines of the Restore Illinois Plan.



Village of Glen Ellyn

Resolution No. 20-13**A Resolution to Temporarily Authorize the Community Development Director and Liquor Control Commissioner to Administratively Approve Requests for Outdoor Seating for Restaurant Service, Outdoor Tents, and Outdoor Merchandise in the Village Rights of Way and on Private Property**

HEREAS, on January 30, 2020, the World Health Organization declared the COVID-19 outbreak to be a public health emergency of international concern; and

WHEREAS, On March 9, 2020, the Governor of the State of Illinois issued a disaster proclamation due to the impact of the COVID-19 outbreak and activated the State Emergency Operations Center; and

WHEREAS, on March 13, 2020, the President of the United States issued a proclamation on declaring a national emergency concerning the COVID-19 outbreak; and

WHEREAS, on March 16, 2020, the Governor of the State of Illinois issued Executive Order 2020-07, suspending on premise consumption of food and beverages; and

WHEREAS, on March 17, 2020, at an emergency Glen Ellyn Village Board meeting a local state of emergency and disaster related to the COVID-19 outbreak was declared; and

WHEREAS, effective March 18, 2020, all Village of Glen Ellyn buildings have been closed

to the public and many Village staff began working remotely impacting Village public business operations; and

WHEREAS, the Village President signed into effect Executive Orders Number 1 and 2 to assist businesses during the COVID-19 outbreak, and the Village continues to take steps to support our businesses; and

WHEREAS, in order to facilitate the expedited review of requests for outdoor seating, temporary tents for outdoor seating areas, and outdoor merchandise for retailers it is necessary, in the current state of emergency, under the unique and special circumstances caused by the COVID-19 pandemic, to assist business operations of Village restaurants to maintain the economic viability, attractiveness and vitality of the Village; and

WHEREAS, the Village Board deems it in the best interests of the Village as a whole, to treat requests for the use of tables, tents, and outdoor merchandise displays as permitted uses and/or previously approved special events for which waivers or variations have been granted, in the Commercial Business Districts, and further to allow administrative review, by the Community Development Department, of such requests, up to and including November 1, 2020; and

WHEREAS, the Village Board deems it in the best interest of the Village as a whole, to grant to the Local Liquor Commissioner the authority to authorize any licenses necessary for businesses to provide outdoor seating, service and sales of alcoholic beverages, without further Board action, up to and including November 1, 2020; and

WHEREAS, the Village of Glen Ellyn, DuPage County, State of Illinois, is a duly constituted home rule public agency of the State of Illinois, and

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, as follows:

Section 1: The foregoing recitals are incorporated as though fully set forth in this Section.

Section 2: The Community Development Director shall be authorized, for the period of time between May 28, 2020, and November 1, 2020, to administratively review all requests for permits for outdoor seating for Restaurants in the Commercial Business Districts, and for outdoor display of merchandise and promotional activities, and grant waivers and variations as may be safely allowed for the benefit of the public and employees of the businesses, to expeditiously assist businesses in Glen Ellyn.

Section 3: Permit fees for said requests shall be waived by the Village.

Section 4: The Local Liquor Commissioner shall be authorized, for the period of time between May 28, 2020, and November 1, 2020, to grant any licenses necessary for businesses with existing liquor license in any Commercial Business Districts, to provide outdoor seating, service and sales of alcoholic beverages, without further Board action, up to and including November 1, 2020.

Section 5: That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

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

Ayes		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
		Kelli Christiansen				

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

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

Diane McGinley, Village President

Attest:

Village Clerk

AFFIX VILLAGE SEAL

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



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

Meeting: 05/26/20 07:00 PM
Department: Community Development
Department Head: Staci Springer
Category: Ordinance
Prepared By: Kelly Purvis

SCHEDULED

ORDINANCE 6783

DOC ID: 4489

Ordinance No. 6783, An Ordinance Granting Exterior Appearance Approval for Wendy's Restaurant located at 305 Roosevelt Road (Community Development Director Springer)

Background: Wallin Gomez Archiects, LTD is requesting exterior appearance approval on behalf of the property owner Wenzak Land Management LLC for modifications to the existing Wendy's restaurant property at 305 Roosevelt Road in Glen Ellyn. The subject property is a 30,751 square foot through-lot located on the south side of Roosevelt Road, north of Taft Avenue, and west of South Lambert Road. The property is in the C3 Service Commercial zoning district.

The Wendy's remodel project includes an alteration to the existing one-story Wendy's building and some additional upgrades to the site. Alterations to the 2,726 square foot building include demolition of the existing solarium, installation of an EIFS brand red 'blade,' replacement of existing cornice and fascia with new finishes, and new interior finishes. The proposed demolition of the solarium will reduce the existing square footage of the building to 2,438 square feet and new sodded grass along with some landscaping will be installed in its place, (see attached existing and proposed building elevations). New rooftop unit screening will also be installed on the building.

Signage will be updated throughout the site. The existing pylon sign will be replaced with a new monument sign with a masonry base and concrete foundation. All directional signage will be refaced and one existing wall sign will be removed from the building and replaced with two code-compliant wall signs; one facing Roosevelt Road and the other facing Taft Avenue. See attached sign elevations and plans for more information.

Work on the lot is minimal, but includes additional landscaping, painting of existing screening and storage structures, maintenance of the detention basin, and replacement of the fence surrounding of the detention basin. All existing parking spaces, striping, asphalt and light fixtures will remain.

Staff Recommendation: After reviewing the submitted application and plans for the proposed Exterior Appearance, staff finds the project to be in substantial conformance with the Village's Appearance Review Guidelines. Specifically, the following guidelines are being met with the proposed improvements:

- ☐ The majority of the building will remain brick.
- ☐ All three sides of the building relate to the front façade.
- ☐ The roof is clearly differentiated.
- ☐ The non-conforming pole sign is being removed and replaced with a code compliant monument sign.
- ☐ The monument sign base will be made of brick to match the primary material of the front façade of the building.
- ☐ The base of the monument sign will be appropriately landscaped.
- ☐ Rooftop equipment will be screened.

- ☐ The refuse and storage enclosures on the site will be updated with a fresh coat of paint.

Staff notes that the proposed “red blade” (see attached color elevation) on the building will be constructed with EIFS, which is not a material that is recommended in the Village’s design guidelines, but this red blade is a part of Wendy’s corporate design and national branding strategy. While the proposed building is not traditional in design, it will look appropriate in the context of the location (see attached photos of the surrounding properties) and will be an improvement upon the existing conditions of the site (see attached existing conditions photos). Staff therefore recommends approval of the proposed Exterior Appearance.

Village Board Action: The Village Board may approve, approve with conditions or deny the petitioner’s requests for exterior appearance approval. Village staff has prepared a draft Ordinance approving the exterior appearance for consideration at the May 26, 2020 Village Board meeting.

Attachments:

- Ordinance
- Location Map/Aerial Photo
- Petitioner’s application packet
- Exhibit “A” - Site Plan
- Exhibit “B” - Landscape Plan
- Exhibit “C” - Building Elevations (black & white)
- Exhibit “D” - Color Building Elevations
- Exhibit “E” - Monument Sign Elevation
- Exhibit “F” - Wall Sign Elevation
- Exhibit “G” - Directional Sign Elevation
- Exhibit “H” - Sign Plan
- Exhibit “I” - RTU Screening Brochure
- Surrounding Conditions Photos
- Existing Conditions Photos

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Ordinance 6783

Meeting of May 26, 2020



Village of Glen Ellyn

Ordinance No. 6783

**An Ordinance Granting Exterior Appearance Approval
for Wendy's Restaurant located at
305 Roosevelt 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 6783

Meeting of May 26, 2020

Ordinance No. 6783**An Ordinance Granting Exterior Appearance Approval
for Wendy's Restaurant located at
305 Roosevelt Road
Glen Ellyn, IL 60137**

Whereas, Wenzak Land Management LLC, owner of the property at 305 Roosevelt Road, has petitioned the Village President and Board of Trustees for Exterior Appearance approval in accordance with the Appearance Review Guidelines, adopted on October 9, 2006 by Ordinance 5508, to allow exterior modifications to the existing building and site improvements on the property; and

Whereas, the subject property is located on the south side of Roosevelt Road in the C3 Service Commercial zoning district and is legally described as follows:

LOT 4 (EXCEPT THE NORTH 5 FEET), LOT 5 (EXCEPT THE NORTH 5 FEET), LOTS 24, 25 AND THE WEST 10 FEET OF LOT 26 IN BLOCK 34 IN WHEATON ESTATES, BEING A SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT 182391 IN DUPAGE COUNTY, ILLINOIS.

P.I.N: 05-22-201-029; and

Whereas, the Community Development Department has reviewed the submitted application and plans for the proposed exterior appearance and has found the proposed exterior modifications to the existing building and improvements to the property to be in substantial conformance with the Village's Appearance Review Guidelines; and

Whereas, based on its findings, the Community Development Department recommends approval of the proposed Exterior Appearance; and

Whereas, the Village President and Board of Trustees have reviewed the evidence, exhibits, and materials submitted to the Community Development Department and have considered the recommendation of the Community Development Department; and

Whereas, the President and Board of Trustees have determined that approving the Exterior Appearance is consistent with the objectives of the Glen Ellyn Appearance Review Guidelines, adopted on October 9, 2006 by Ordinance 5508.

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: Based upon the staff recommendation for Exterior Appearance approval, and the findings and conclusions set forth in the preambles above, the Village President and Board of Trustees hereby grant approval of the Exterior Appearance for the proposed exterior modifications and site improvements for Wendy's at 305 Roosevelt Road Glen Ellyn, Illinois 60137.

Section Two: The granting of the Exterior Appearance approval is subject to the following conditions:

- A. The project shall be constructed in substantial conformance with the plans submitted to and recommended by staff, and with the petitioner's application packet including the following plans and documents referenced below, as though they were attached to this Ordinance:
 1. Application for Exterior Appearance Review dated 02/25/2020
 2. Project Narrative dated 03/16/2020
 3. Disclosure of Interest dated 02/25/2020
 4. Proof of Ownership dated 11/15/2019
 5. Affidavit of Authorization dated 03/03/2020
 6. Plat of Survey dated 11/13/2013
 7. Site Plan dated 05/11/2020, Exhibit "A"
 8. Landscape Plan dated 05/06/2020, Exhibit "B"
 9. Building Elevations dated 03/16/2020, Exhibit "C"
 10. Color Building Elevations dated 05/11/2020, Exhibit "D"
 11. Floor Plan dated 03/16/2020
 12. Material Board received 3/27/2020
 13. Monument Sign Elevation dated 03/26/2020, Exhibit "E"

- 14. Wall Sign Elevation dated 10/04/2013, Exhibit “F”
- 15. Directional Sign Elevation dated 07/16/2018, Exhibit “G”
- 16. Sign Plan dated 03/16/2020, Exhibit “H”
- 17. RTU Screening Brochure from Envisor, Exhibit “I”

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

Section Three: The Building and Zoning Official is hereby authorized to issue all necessary building and occupancy permits pursuant to the Exterior Appearance application 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 Exterior Appearance approval shall expire and become null and void within 24 months of the date of this Ordinance unless a permit for the exterior modifications to the existing building is applied for within said time period provided, however, that the Village Board, by motion, may extend the period during which a building permit must be applied for. Further, the Village Board may, for good cause shown, waive or modify any conditions set forth in this Ordinance.

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

Section Five: 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 ____ day of _____.

Ayes		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules

Ordinance 6783

Meeting of May 26, 2020

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

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

Village President

Attest:

Village Clerk

AFFIX VILLAGE SEAL

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

ATTACHMENTS:

- Location Map/ Aerial Photo (PDF)
- Petitioners Application Packet (PDF)
- Exhibit A - Site Plan (PDF)
- Exhibit B - Landscape Plan (PDF)

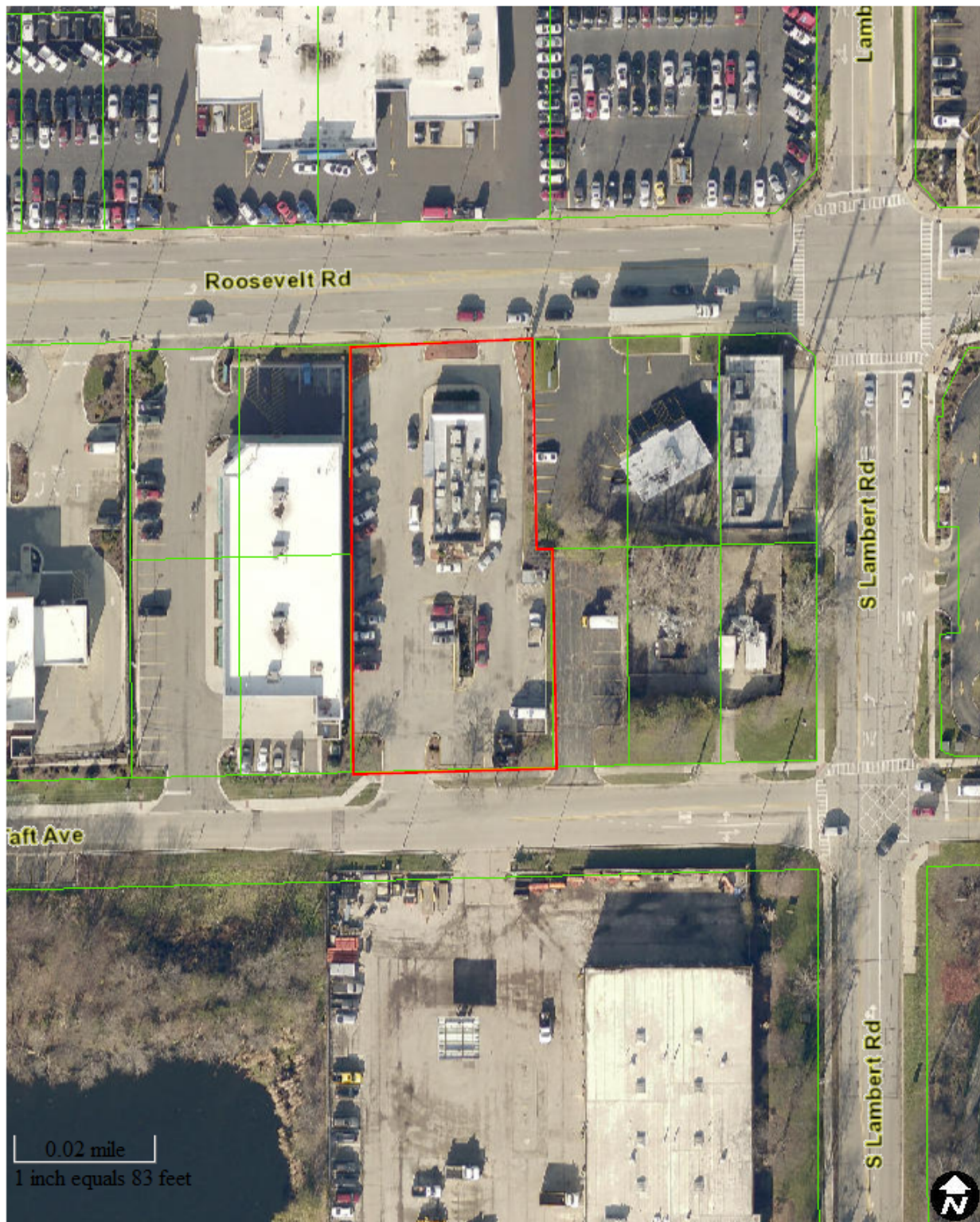
Ordinance 6783

Meeting of May 26, 2020

- Exhibit D - Color Building Elevations (PDF)
- Exhibit E - Monument Sign Elevations (PDF)
- Exhibit F - Wall Sign Elevations (PDF)
- Exhibit G - Directional Sign Elevations (PDF)
- Exhibit H - Sign Plan (PDF)
- Exhibit I - Rooftop Unit Screening Specifications (PDF)
- Surrounding Conditions - West (PDF)
- Surrounding Conditions - East (PDF)
- Surrounding Conditions - North (PDF)
- Existing Conditions - Looking Southwest (PDF)
- Existing Conditions - Looking Southeast (PDF)
- Existing Conditions - Looking Northwest (PDF)
- Exhibit C - Building Elevations (Existing & Proposed) (PDF)



305 Roosevelt Road (Wendy's)



Map created on May 13, 2020.

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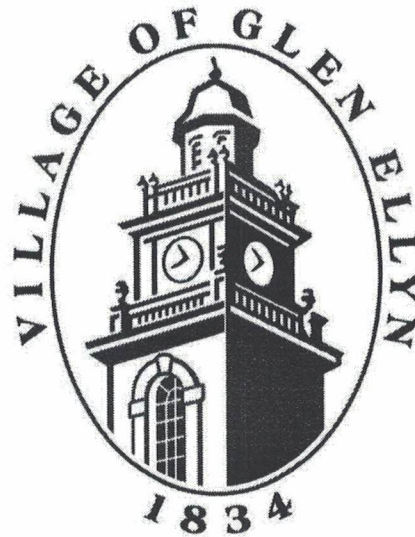
The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law.

Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

Parcel Line for Photo View

Parcel Line for Photo View





VILLAGE OF GLEN ELLYN

Exterior Appearance Review Application Packet

Planning & Development Department
535 Duane Street – Glen Ellyn, IL 60137 – Telephone 630.547.5250 – Fax 630.547.5370

EXTERIOR APPEARANCE REVIEW APPLICATION

Please complete and return this form to the Planning and Development Department, 535 Duane St.,
Glen Ellyn, IL 60137. If you have questions, please phone: 630.547.5250

I. APPLICATION INFORMATION:

CLEAR PAGE

A. Date Filed: _____ B. Application No. _____

C. Project Name: Wendy's Roosevelt Rd, Glen Ellyn Remodel

D. Project Description:

The proposed project is to reimage the Wendy's restaurant on Roosevelt Rd. to the current Company standard. This would require removal of the current greenhouse and replacement of fascia and signage.

E. Address of Property: 305 Roosevelt Rd, Glen Ellyn, IL

F. Permanent Index No.: 05-22-201-029 G. Zoning: Commercial

H. Name of Applicant: Wenzak, Inc.

I. Address of Applicant: 424 Fort Hill Dr., Suite 142, Naperville, IL 60540

J. Phone No. (Business): (630) 236-3982 (Home) _____

K. (Mobile) _____ (Other) _____

L. Fax No.: _____

M. E-mail Address of Applicant: greg@wenzak.com

N. Name of Property Owner: Wenzak Land Management, LLC

O. Address of Property Owner: 424 Fort Hill Dr., Suite 142, Naperville, IL 60540

P. Phone No. (Business): (630) 236-3982 (Home) _____

Q. E-Mail Address of Property Owner: greg@wenzak.com

II. CONFORMANCE WITH APPEARANCE REVIEW GUIDELINES:

(You may attach separate sheets as needed to answer any of the following questions)

R. Please explain why the proposed architectural style was chosen.

The current exterior image of this restaurant dates back to Wendy's standards in the 1980's. The proposed reimagining to a more contemporary architectural style will provide a more visually pleasing facility that conforms with current standards and is consistent with elements used in new Wendy's development.

CLEAR PAGE

S. Provide information about the architectural style and exterior materials of the buildings in the surrounding area:

Directly to the west of this property is a more recently constructed Pet Supplies Plus store with a modern image. To the east of this property are several new, contemporary design restaurants including Buona Beef, Andy's Frozen Custard, Taco Bell/KFC, Panera Bread and a Raising Cane's (currently under construction). In addition, a BP, Walgreen's, Shell, CVS and Pete's Market, all within a short distance to the east, all project a more modern look.

T. Please explain how the project complies with the Appearance Review Guidelines:

The current facility is dated with a tired exterior appearance that is not consistent with adjacent recent development and streetscape. While existing trees, roof line, brick and covered parking areas will all be maintained, new fascia with contrasting color and flashing will clearly differentiate the roof edge from the wall face and screen from view roof top mechanical equipment. All fixtures and colors within the building's palate have been chosen, by a professional design team, to compliment each other.

U. Please explain why any deviations from the Appearance Review Guidelines are proposed:

A key element and identifying feature to the new Wendy's building design is a red "Blade" which houses the Wendy's script sign and cameo. This is made of a highly durable and fade resistant material that is easy to maintain. All color elements for the remainder of the exterior have been chosen to compliment this element without sacrificing architectural character.

Signature:  Date: 2/25/20



WALLIN ■ GOMEZ
ARCHITECTS, LTD.

711 South Dearborn Street, Suite 606
Chicago, Illinois 60605-1827
P: (312) 427-4702 | F: (312) 427-6611

03/16/2020

VILLAGE OF GLEN ELLYN
Planning & Development Dept
535 Duane Street
Glen Ellyn, IL 60317
c/o Cole Jackson

RE: Project Narrative for Wendy's #1013 Remodel, 305 Roosevelt Rd., Glen Ellyn IL 60137

The Wendy's Remodel project is an alteration to the existing 1 story Wendy's fast food restaurant at 305 Roosevelt Road. Alterations to the 2,726 ft² restaurant include new signage, installation of an EIFS brand red 'blade,' replacing of existing cornice and fascia with new finishes, new interior finishes, and the demolition of an existing solarium. This work also includes the installation of a new RTU screen on the roof. The proposed demolition of the solarium will reduce the existing square footage to 2,438 ft².

This Wendy's restaurant is located on a 30,751 ft² through lot between Roosevelt Road and Taft Ave. Work on the lot is minimal and includes the following: removal of an existing pylon sign to be replaced with a new monument sign with masonry base and concrete foundation; new sodded grass at the location of the removed solarium; existing directional signs to be refaced; and existing fencing, safety railing, grease tank enclosure, and storage module to be painted. All existing parking spaces, striping, asphalt and lighting fixtures will remain. Likewise, all existing landscape elements such as trees, shrubs and grass areas will remain.

The proposed design of the Wendy's exterior is consistent with Wendy's specific corporate design guidelines that it requires franchisees and corporate stores to adhere to in order to maintain overall brand consistency. While the design stands out compared to the surrounding architectural styles, it nonetheless complies with most of the Appearance Review Guidelines. With the top light-band the design maintains thematic lighting throughout, has a clearly defined roof line, windows do not extend to ground level, and with the updates to the site and landscaping it has a continuity of design with the new signage. The proposed installation of the red 'blade,' corrugated metal, and accent light band do not coincide with the use of traditional lighting fixtures and architectural details, but are major design elements to Wendy's overall national branding.

Rolando Rodriguez

Architectural Designer

Wallin-Gomez Architects, Ltd.

711 S. Dearborn Street, Suite 606, Chicago, IL 60605-1827
T: 312.427.4702 X216 | F: 312.427.6611 | E: rodriguez@wgaltd.com

OWNERSHIP BY A CORPORATION

CLEAR PAGE

Date: 2/25/20Address: 305 ROOSEVELT RD. GLEN ELLEN, IL 60137

Legal Description:

SEE ATTACHED

LIST ALL SHAREHOLDERS AND OFFICERS/DIRECTORS (AND % OF INTEREST OWNED IN EXCESS OF 5% OF STOCK)

Name: MICHAEL ZAK Address: 424 KORT HILL DR. #112 % 50
NAPERVILLE, IL 60540Name: LYNN ZAK Address: SAME % 50

Name: _____ Address: _____ % _____

Name: _____ Address: _____ % _____

Name: _____ Address: _____ % _____

Name: _____ Address: _____ % _____

Name: _____ Address: _____ % _____

Name: _____ Address: _____ % _____

Name: _____ Address: _____ % _____

Name: _____ Address: _____ % _____

Name: _____ Address: _____ % _____

Name: _____ Address: _____ % _____

Name: _____ Address: _____ % _____

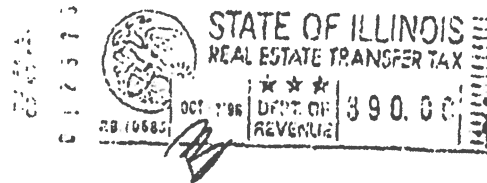
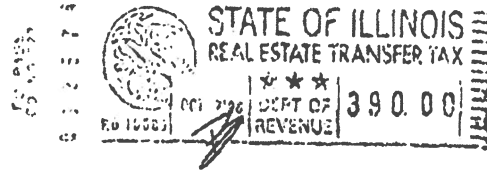
Name: _____ Address: _____ % _____

Name: _____ Address: _____ % _____

Name: _____ Address: _____ % _____

Name: _____ Address: _____ % _____

R96-165348



780.00

LEGAL DESCRIPTION

PARCEL 1:

LOT 4 (EXCEPT THE NORTH 5 FEET), LOT 5 (EXCEPT THE NORTH 5 FEET), LOTS 24, 25 AND THE WEST 10 FEET OF LOT 26 IN BLOCK 34 IN WHEATON ESTATES, BEING A SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT 182391, IN DUPAGE COUNTY, ILLINOIS

~~05-22-201-029~~

P/A

305 Roosevelt Rd.
Glen Ellyn, IL 60137

1827 Walden Office Square, Ste 102, Schaumburg, IL 60173
Phone: (847)397-1300 | Fax: (847)885-5728

Settlement Date: November 15, 2019
Disbursement Date: November 15, 2019

Escrow Number: DW19028869
Escrow Officer: Michele C Clement
Email: Michele.Clement@fnf.com

IL

IL 60137

Property: 305 Roosevelt Road
Glen Ellyn, IL 60137
Parcel ID(s): 05-22-201-029-0000
Lender: City National Bank

Page 1 of 2

(DW19028869/73) November 14, 2019 02:22 PM

MASTER STATEMENT - Continued

SELLER		BORROWER	
\$	DEBITS \$ CREDITS	\$	DEBITS \$ CREDITS
			TITLE & ESCROW CHARGES
			Marc J. Blumenthal, Ltd. / FNT
300.00			SE 287 - Policy Modification 4 to Fidelity National Title Insurance Company
			Policies to be issued:
			Owners Policy
			Coverage: \$850,000.00 Premium: \$3,025.00
			Version: ALTA Owner's Policy 2006
			Loan Policy
			Coverage: \$1,365,000.00 Premium: \$500.00
			Version: ALTA Loan Policy 2006
			GOVERNMENT CHARGES
			Recording Fees to Fidelity National Title Company, LLC
		108.00	
			Deed
		\$54.00	
			Mortgage
		\$54.00	
425.00			County Transfer Tax to Fidelity National Title Company, LLC
850.00			State Transfer Tax to Fidelity National Title Company, LLC
			PAYOFFS
			Payoff of First Mortgage Loan to Wheaton Bank & Trust (\$335,057.70)
335,057.70			Loan Payoff
			MISCELLANEOUS CHARGES
			Sellers Attorney Fee to Law Offices Of Marc J. Blumenthal, Ltd.
2,500.00			
345,982.35	850,000.00	Subtotals	859,169.88 859,169.88
504,017.65		Balance Due TO Seller	
850,000.00	850,000.00	TOTALS	859,169.88 859,169.88

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

SELLER:

BORROWER:

NOVAK ENTERPRISES, INC.

WENZAK LAND MANAGEMENT, LLC

BY:

BY:

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.



Fidelity National Title Company, LLC
Settlement Agent

AFFIDAVIT OF AUTHORIZATION

CLEAR PAGE

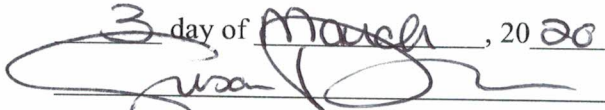
I, Michael and Lynn Zak owner of the property described as

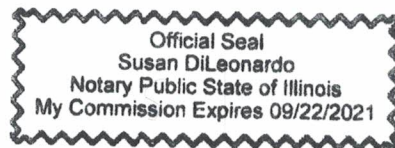
305 Roosevelt Rd, Glen Ellyn, IL 60137

verify that WALLIN/GOMEZ ARCHITECTS, LTD
is duly authorized to apply and represent my interests before the Glen Ellyn Plan Commission,
Village Board and/or Zoning Board of Appeals. Owner acknowledges that any notice given
applicant is actual notice to owner.


OWNER SIGNATURE

Subscribed and sworn to before me this

3 day of March, 20 20

Notary Public

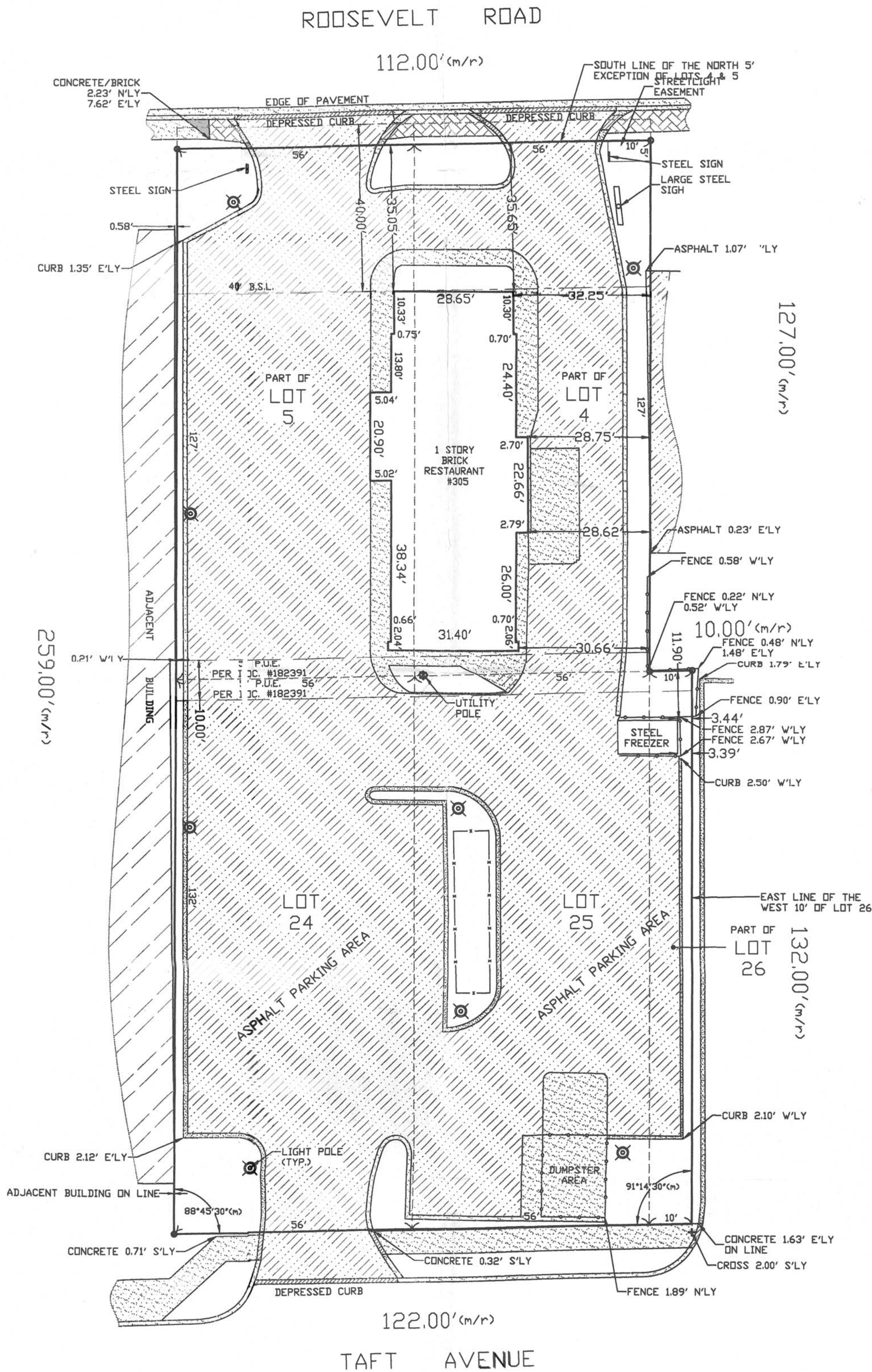


Associated Surveying Group, LLC

Illinois Prof. Design Firm No. 184-004973
P.O. Box 810 Bolingbrook, IL 60440
PH: 630-759-0205 FAX: 630-759-9291

PLAT OF SURVEY

LOT 4 (EXCEPT THE NORTH 5 FEET), LOT 5 (EXCEPT THE NORTH 5 FEET), LOTS 24, 25 AND THE WEST 10 FEET OF LOT 26 IN BLOCK 34 IN WHEATON ESTATES, BEING A SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1924 AS DOCUMENT NO. 182391, IN DUPAGE COUNTY, ILLINOIS.



State of Illinois }
County of Will }

I, Michael G. Herwy, an Illinois Professional Land Surveyor, do hereby certify that "This professional service conforms to the current Illinois minimum standards for a boundary survey", and that the Plat hereon drawn is a correct representation of said survey.

Dated, this 13TH day of NOVEMBER, A.D., 2013, at Bolingbrook, IL.

FIELDWORK DATE: NOVEMBER 11, 2013

Michael G. Herwy
Illinois Professional Land Surveyor No. 35-002900
License Expires: November 30, 2014

CLIENT: NOVAK ENTERPRISES, INC.

JOB NO.: 73659-13

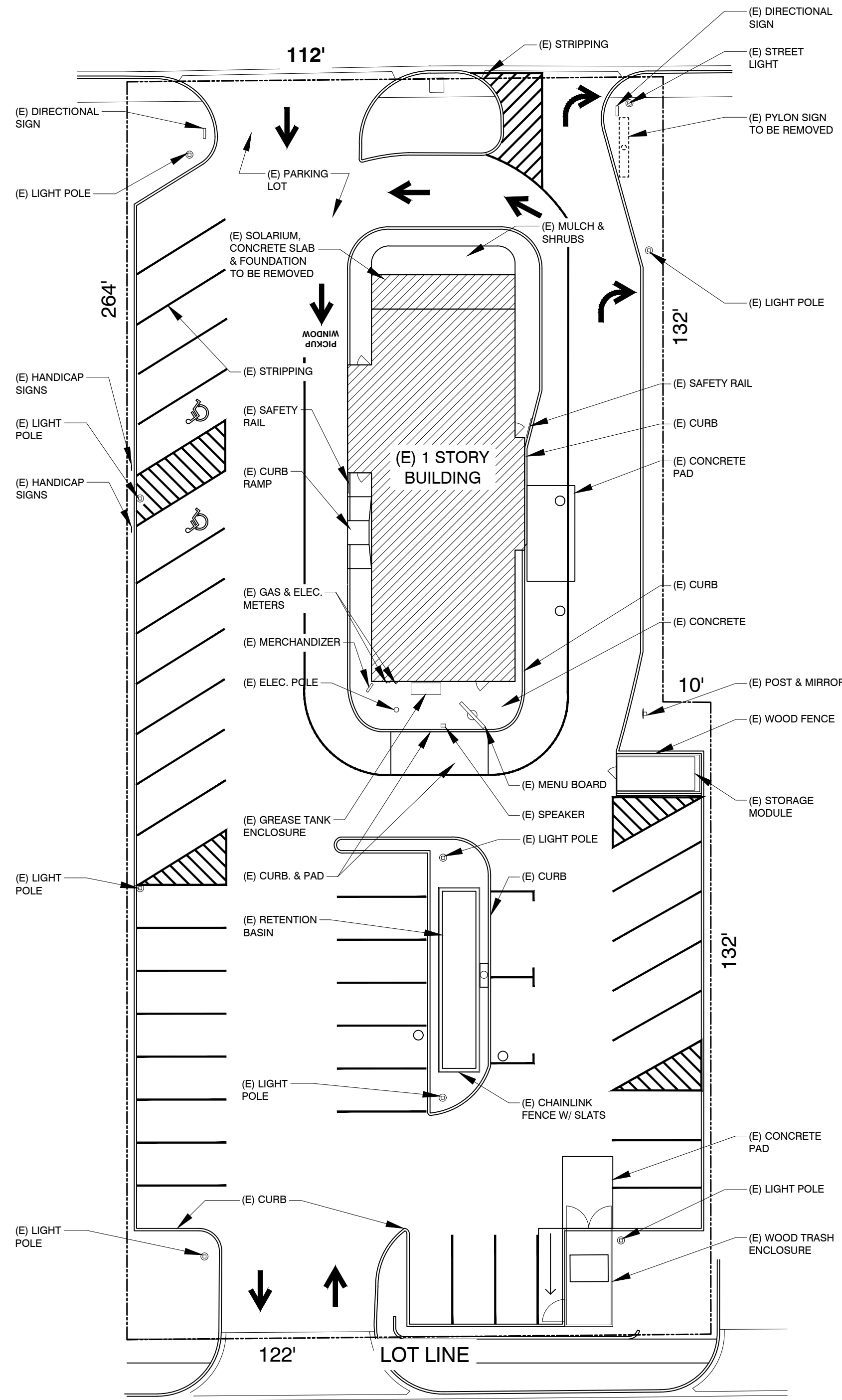
NOTES:
1. COMPARE THE LEGAL DESCRIPTION ON THIS PLAT WITH YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE; ALSO, COMPARE ALL FIELD MEASURED LOT CORNERS & BUILDING TIES WITH THIS PLAT BEFORE CONSTRUCTION AND REPORT ANY DIFFERENCE AT ONCE.
2. BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO DEPICTED ON THE RECORDED SUBDIVISION PLAT. REFER TO YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE FOR ADDITIONAL ENCUMBRANCES.
3. MEASURED LOT DIMENSIONS ARE SHOWN ONLY WHEN THEY DIFFER FROM RECORD DIMENSIONS BY 0.16 FEET OR MORE.
4. CURVED LINES DENOTED WITH ARC LENGTHS UNLESS OTHERWISE NOTED. ALSO, ALL ARCS ARE TANGENT UNLESS OTHERWISE NOTED.

STREETLIGHT EASEMENT
SEE DOC. # R2001230453
FOR PARTICULARS

LEGEND:	
	ASPHALT
	BRICK
	WALL
	CONCRETE
	WOOD/ PVC
	ENCLOSED COVERED
	SET
	IRON PIPE
	REBAR/ROD
	PK NAILS AS NOTCH
	CHAIN LINK FENCE
	WOOD FENCE
	ALL OTHER FENCE TYPES

ABBREVIATIONS:
A = ARC LENGTH
R = RADIUS
CH = CHORD LENGTH
(r) = RECORD VALUE
(m) = MEASURED VALUE
B.S.L. = BUILDING SETBACK LINE
P.U.E. = PUBLIC UTILITY EASEMENT
P.U.D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
NLY = NORTHERLY
SLY = SOUTHERLY
ELY = EASTERLY
WLY = WESTERLY
TYP = TYPICAL

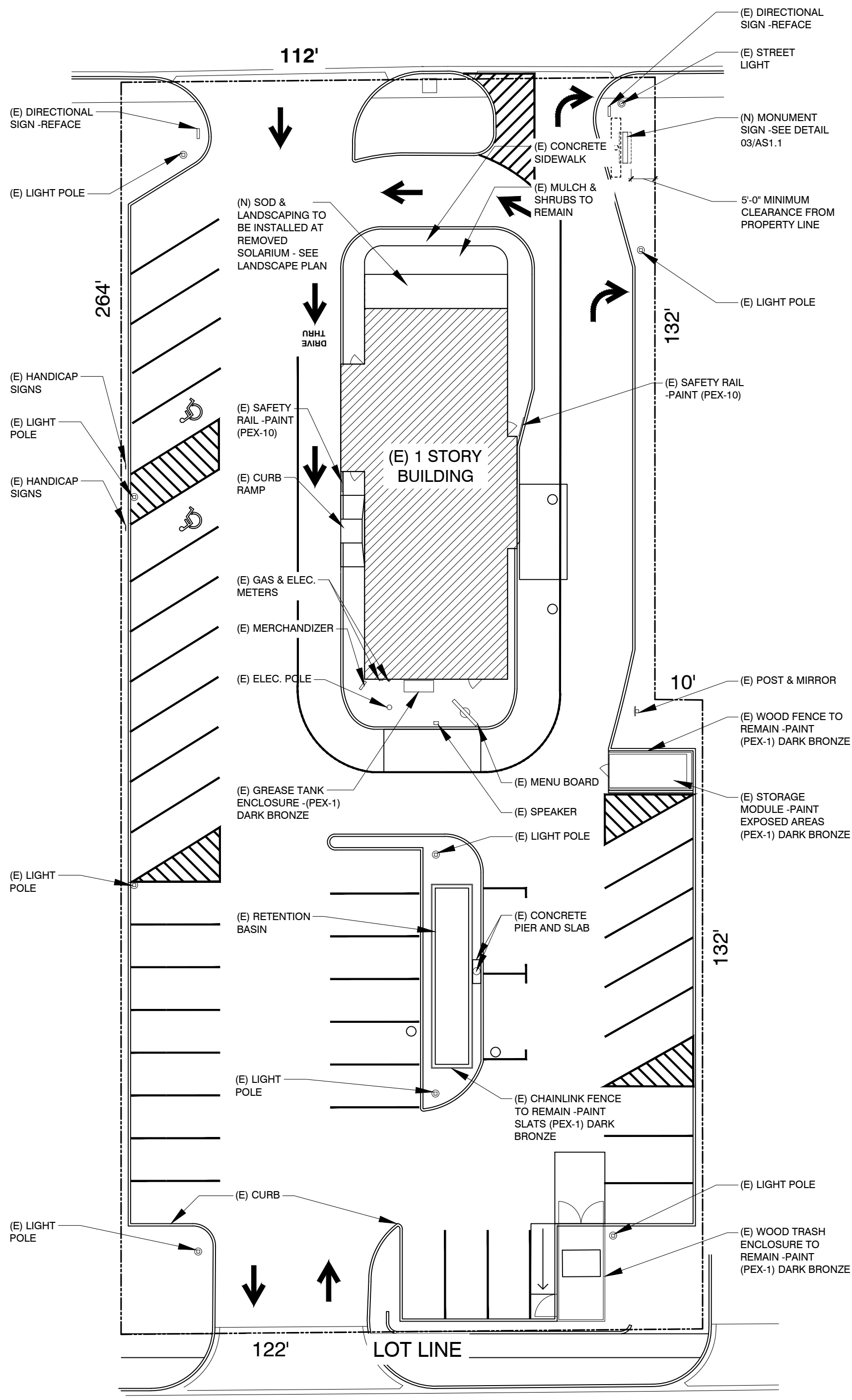
ROOSEVELT RD.



TAFT AVE.

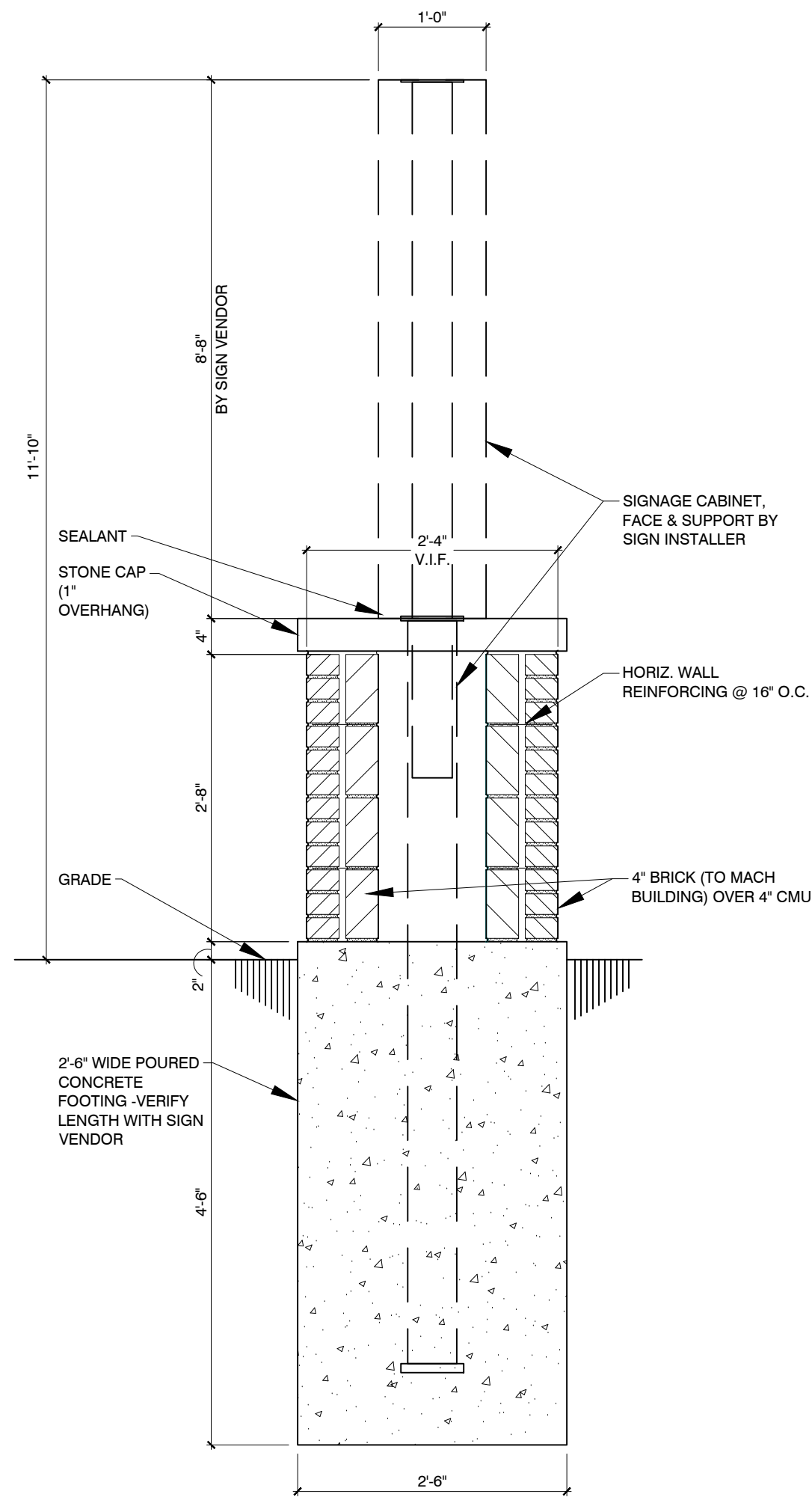
01 EXISTING SITE PLAN
GROSS AREA: 30,751 SF
SCALE: 1"=20'

ROOSEVELT RD.



TAFT AVE.

02 PROPOSED SITE PLAN
GROSS AREA: 30,751 SF
SCALE: 1"=20'



03 MONUMENT SIGN DETAIL
SCALE: 3/4" = 1'-0"

SITE NUMBER:	01013
BASE MODEL:	3076
ASSET TYPE:	FRANCHISE
CLASSIFICATION:	REFRESH
OWNER:	WENZAK QSC
BASE VERSION:	2018 JAN
UPGRADE CLASSIFICATION:	STANDARD BASE
PROJECT YEAR:	2018
FURNITURE PACKAGE:	2018
DESIGN BULLETINS:	

Wallin ■ Gomez
ARCHITECTS LTD
711 South Dearborn Street, Suite 606
Chicago, Illinois 60605-1827
P: 312-427-4702 ■ F: 312-427-6611
E: ADMIN@WGALTD.COM

Wendy's
01013
305 ROOSEVELT ROAD
GLEN ELLYN, IL 60137

REV	DATE	DESCRIPTION
1	03-16-20	PRELIMINARY REVIEW
2		
3		
4		
5		
6		
7		

PLOT DATE: 3.16.2020
PROJECT NUMBER: 18109
DRAWN BY AG/RR
CHECKED BY DJW

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THESE DRAWINGS HAVE BEEN PREPARED AT AND / OR UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF CONFORM AND COMPLY WITH THE REQUIREMENTS OF THE DEPARTMENT OF BUILDING AND CODES HAVING JURISDICTION.

STATE OF ILLINOIS
001.010990
REGISTERED ARCHITECT
DONALD J WALLIN
EXPIRATION DATE: NOVEMBER 30, 2022

SEAL

SHEET NAME
SITE PLAN

SHEET NUMBER

AS1.1

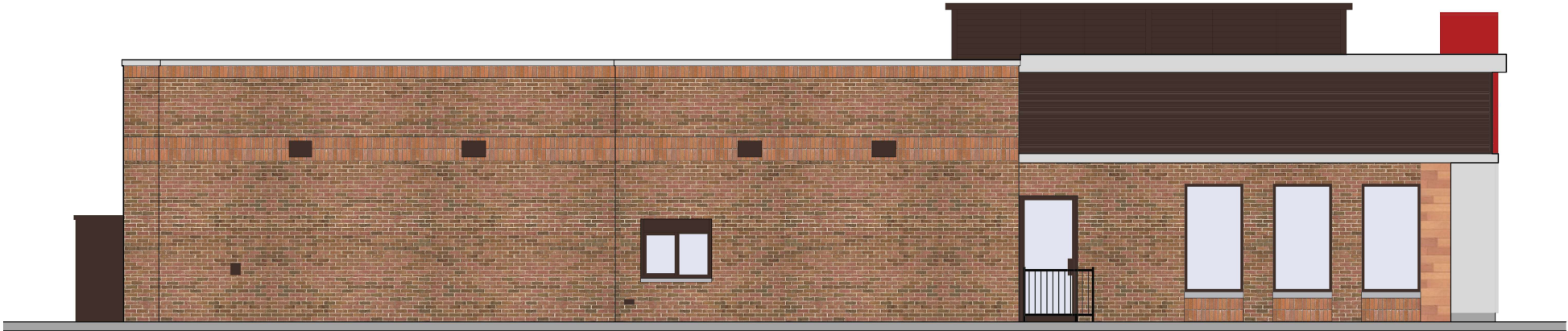




305 ROOSEVELT ROAD
GLEN ELLYN, IL



WEST ELEVATION



EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION

-  EXTERIOR TILE
-  SILVER METAL
-  RED EIFS
-  DARK BRONZE PAINT
-  EXISTING MASONRY
-  DARK BRONZE SCREEN

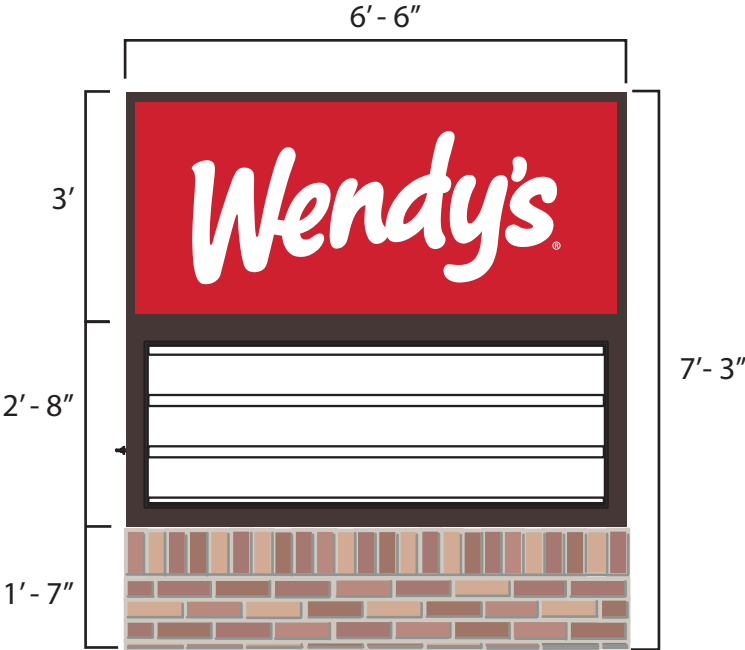
Wallin ■ Gomez
ARCHITECTS LTD



BEFORE



AFTER





ILLUMINATION: LED

ELECTRICAL: .8 Amps

POWER SUPPLY: (1) PS12-60w 100-277v-ENC

CAMEO:

CAP OVER FORMED POLY FACES GRAPHICS APPLIED TO SECOND SURFACE
ALUMINUM RETURNS w/ DK. BRONZE FINISH
INTERNALLY ILLUMINATED w/ WHITE LEDs

LETTERS:

CAP OVER FORMED WHITE POLY FACES
ALUMINUM RETURNS w/ DK. BRONZE FINISH
INTERNALLY ILLUMINATED w/ WHITE LEDs

COLORS:

PMS 186c



PMS 698c



PMS 201c



PMS 299c



PMS 439c



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Everbrite LLC
4949 S 110th Street, Greenfield, WI 53220
Phone: 414-529-3500 • Fax: 414-529-7191
Website: www.everbrite.com

Part No:

Description: WIL30c White
30" White Channel Letter Set

Project No: 302144

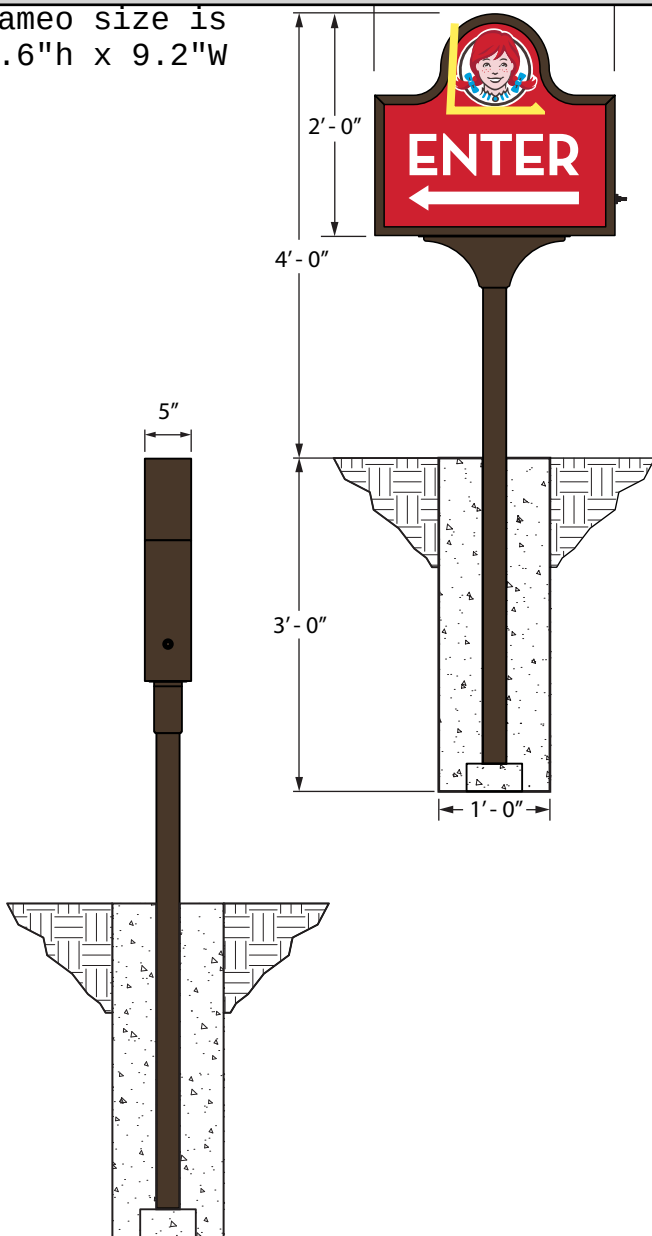
Date: 10/4/13

Drawn By: RB



Attachment: Exhibit G - Directional Sign Elevations

Cameo size is
8.6"h x 9.2"w



Internally illuminated double faced directional sign.
3.4 sq. ft. actual; 4.3 sq. ft. nearest rectangle

Directionals

G.6.h

ENTER DIRECTIONAL
WDC 1



EXIT DIRECTIONAL
WDC 2



PICK UP DIRECTIONAL
WDC 3



COLORS:

PMS 186c



PMS 698c



PMS 201c



PMS 299c



PMS 439c



ILLUMINATION: LED LAMPS

POWER SUPPLY: (1) LED POWER SUPPLY

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Everbrite LLC
315 Marion Ave., South Milwaukee, WI 53172
Phone: 888-857-4078 • Fax: 877-430-7363
Website: www.everbrite.com

Part No:

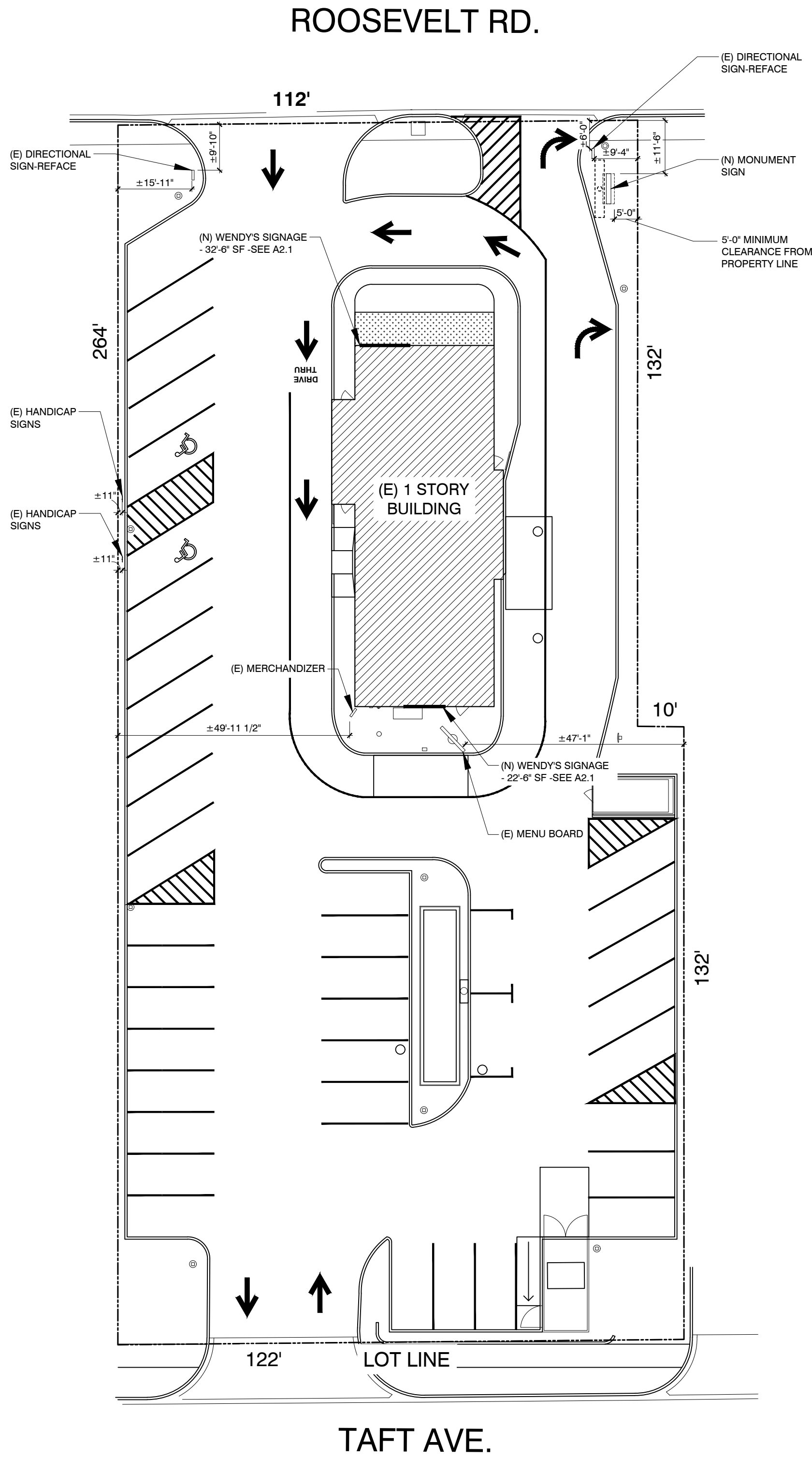
Description:
24" x 26" Directionals

Project No: 386975

Date: 7/16/18

Drawn By: DB





PROPOSED SIGNAGE & LOCATIONS	
WENDY'S CAMEO & WHITE LETTERS	SOUTH
WENDY'S CAMEO & WHITE LETTERS	NORTH
WENDY'S MONUMENT SIGN	NORTH

SITE NUMBER:	01013
BASE MODEL:	3076
ASSET TYPE:	FRANCHISE
CLASSIFICATION:	REFRESH
OWNER:	WENZAK QSC
BASE VERSION:	2018 JAN
UPGRADE CLASSIFICATION:	STANDARD BASE
PROJECT YEAR:	2018
FURNITURE PACKAGE:	2018
DESIGN BULLETINS:	

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Wendy's®
01013
305 ROOSEVELT ROAD
GLEN ELLYN, IL 60137

REV	DATE	DESCRIPTION
1	03-16-20	PRELIMINARY REVIEW
2	-	-
3	-	-
4	-	-
5	-	-
6	-	-
7	-	-

PLOT DATE: 3.16.2020
PROJECT NUMBER: 18109
DRAWN BY AG/RR
CHECKED BY DJW

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STATE OF ILLINOIS
001.010990
REGISTERED ARCHITECT
DONALD J WALLIN
EXPIRATION DATE: NOVEMBER 30, 2022

SEAL

 01 PROPOSED SIGN PLAN
GROSS AREA: 30,751 SF
SCALE: 1"=20'

SHEET NAME
SIGN PLAN

SHEET NUMBER

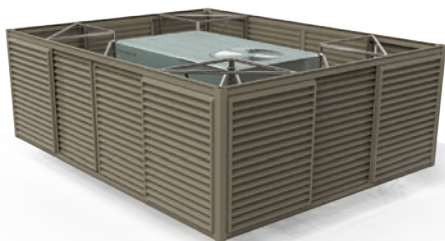
AS3.0



DESIGN OPTIONS

Envisor screens are the perfect alternative to parapet walls and they satisfy even the strictest screening code requirements. Both styles feature our patented attachment method, which secures our screens directly to the equipment with no rooftop penetration. Post mounted option is also available. Screen heights are available to shield virtually anything you desire.

VERTICAL



Available in ABS or metal

CANTED



Available in ABS only

POST MOUNT



Available in ABS or metal

PANEL STYLES

Panels are available in ten standard styles, allowing you to match or coordinate with the building design. The panels are constructed of thermoformed, high-impact ABS with a co-extruded UV protective layer on both sides or choose one of our metal series options in a variety of thicknesses and finishes. The panels are held firmly in place using a rust-free, double tracked aluminum rail system. This enables the panels to slide side-to-side for easy access to the unit during servicing and maintenance.

ACRYLICAP®



LOUVER



HORIZONTAL RIB



BRICK



PAN



FOREST



BATTEN



7.2 RIB



VERTICAL RIB

METAL



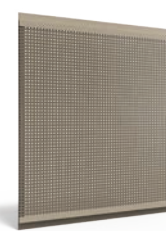
7.2 RIB



PAN



7.2 RIB VERTICAL

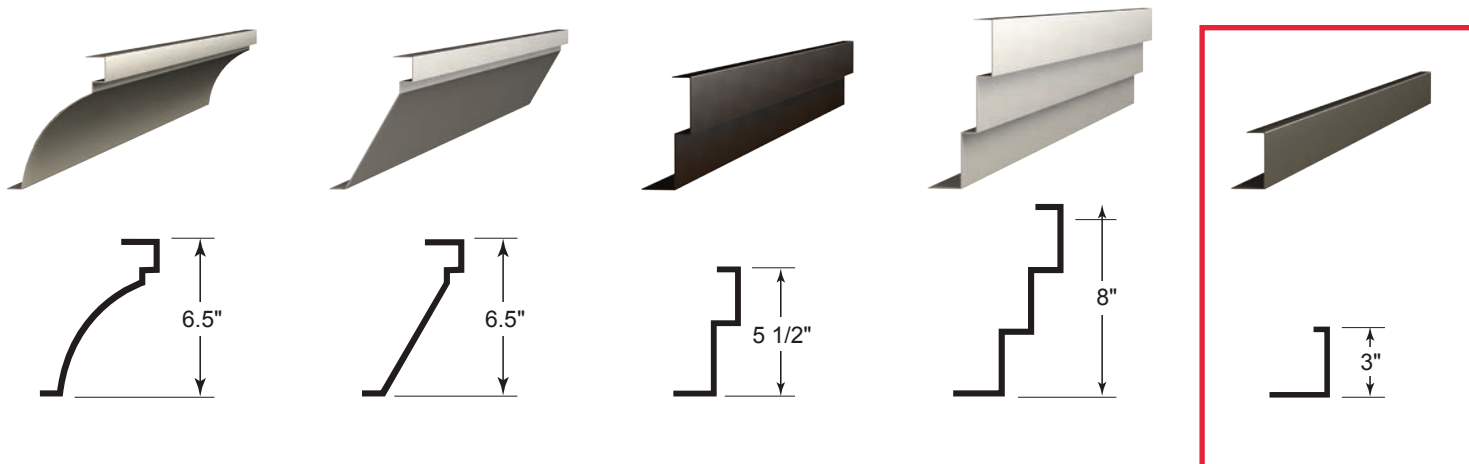


PERFORATED METAL

Don't see a panel that fits your project?
Tell us and we'll make one that you design. (Mold fee may apply)

TOP TRIM STYLES

OPTIONAL — Decorative top trim options offer the flexibility to further customize the elegant appearance of the screens by picking up building design elements and incorporating those details into the screen. Although optional, they offer one more way to make screens part of the design, not part of the problem. *Prices vary by style.*



COLORS

Our designer colors complement most architectural applications, but don't let standard colors limit your creativity. We have the ability to match any cross-referenced color specifications. Send us samples to match. We've even matched a color to a rock! Colors are approximations. Please call for actual samples.



Need a custom color? Provide a Sherwin Williams or PMS code and we can color match.

***Speak to a project manager about our Envisor accessories,
including lighting kits and more.***







Attachment: Existing Conditions - Looking Southwest

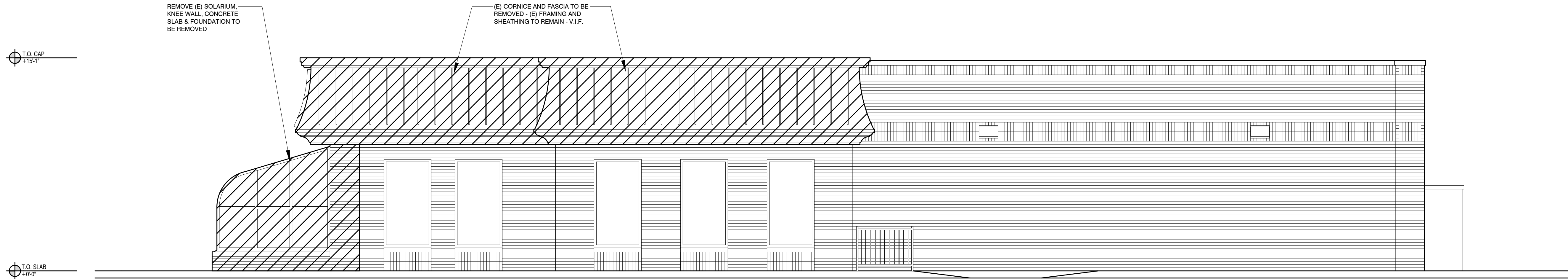
G.6.n



Packet Pg. 116

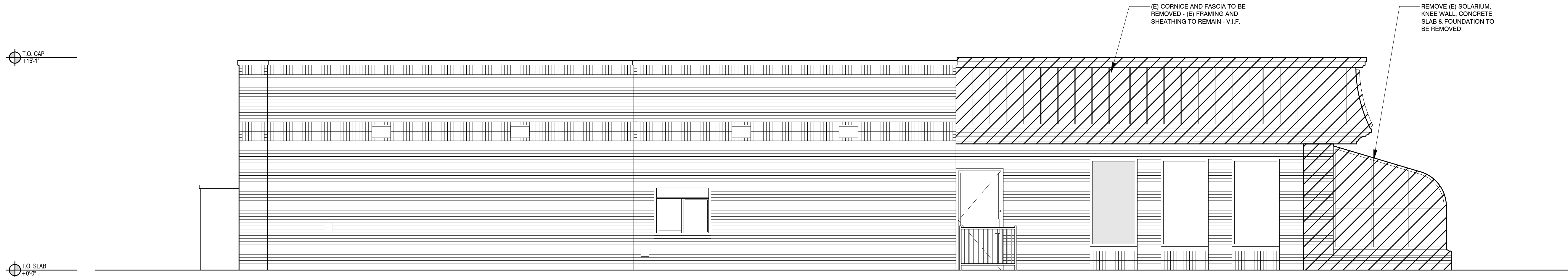






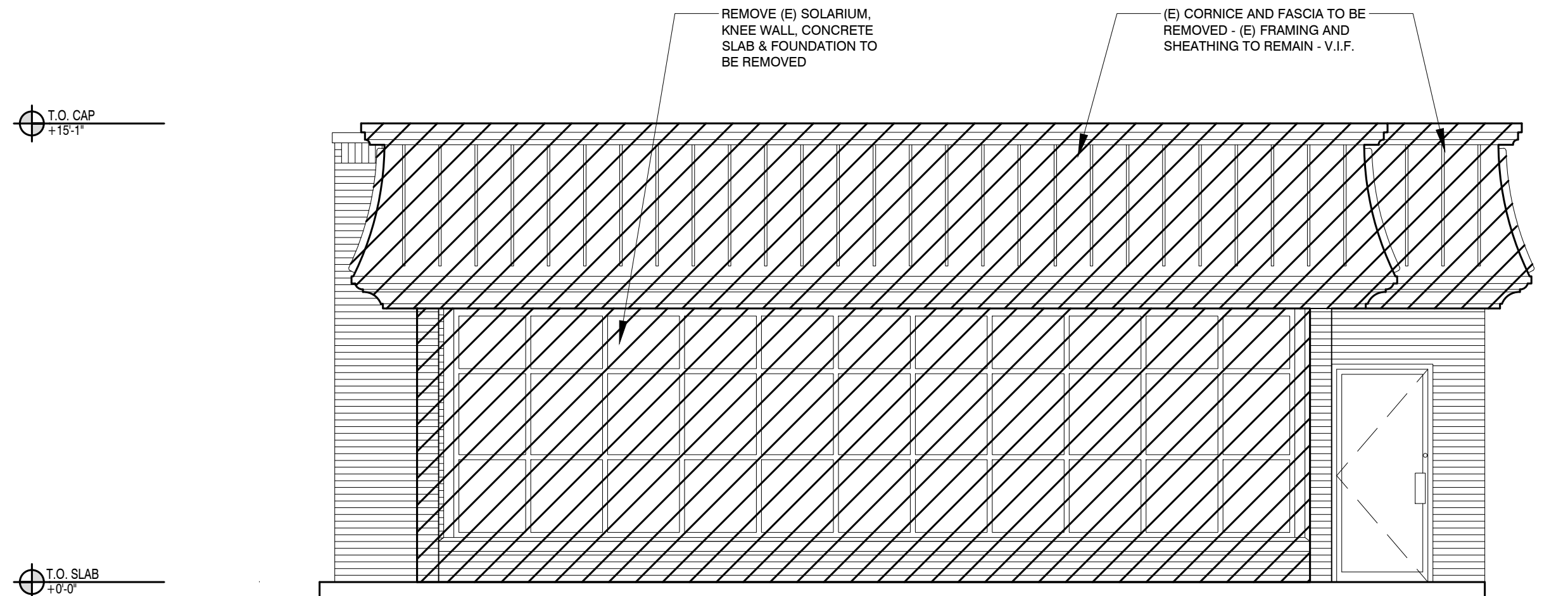
01 WEST ELEVATION

SCALE: 1/4" = 1'-0"



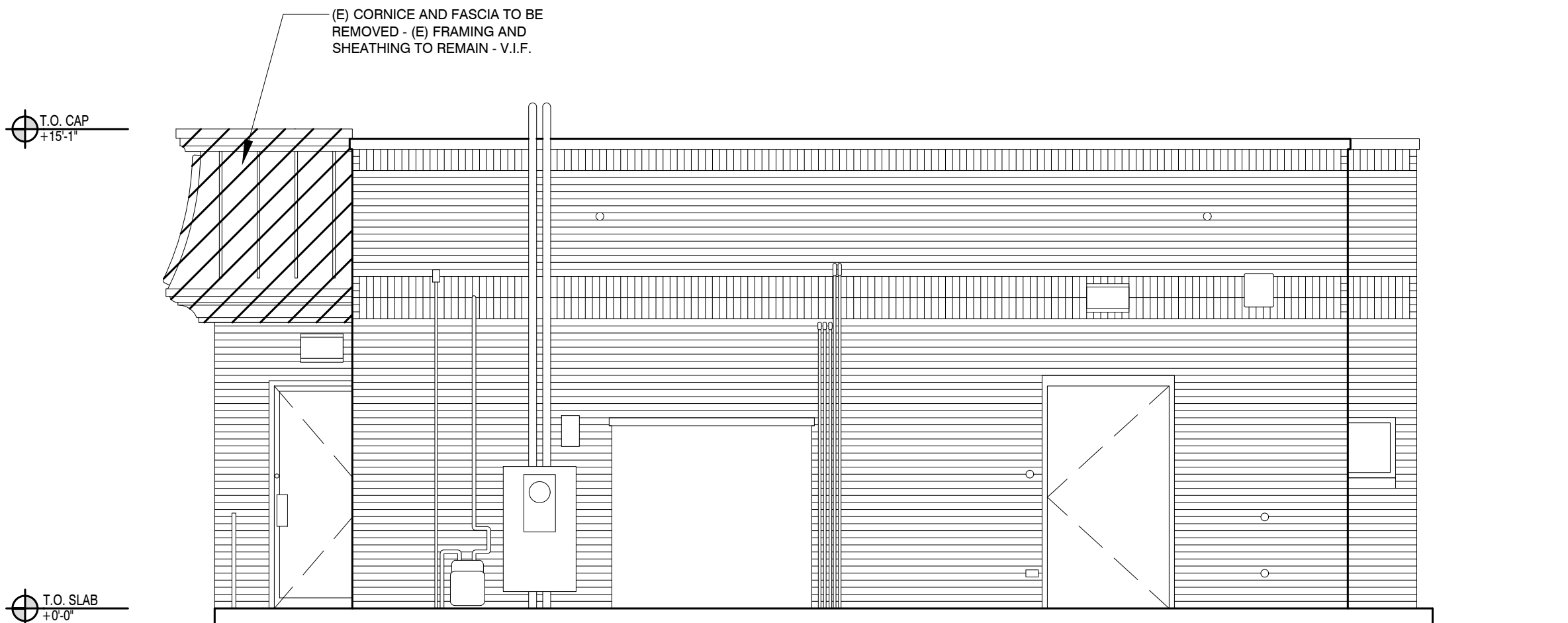
02 EAST ELEVATION

SCALE: 1/4" = 1'-0"



03 NORTH ELEVATION

SCALE: 1/4" = 1'-0"



04 SOUTH ELEVATION

SCALE: 1/4" = 1'-0"

SITE NUMBER:	01013
BASE MODEL:	3076
ASSET TYPE:	FRANCHISE
CLASSIFICATION:	REFRESH
OWNER:	WENZAK QSC
BASE VERSION:	2018 JAN
UPGRADE CLASSIFICATION:	STANDARD BASE
PROJECT YEAR:	2018
FURNITURE PACKAGE:	2018
DESIGN BULLETINS:	

Wallin ■ Gomez
ARCHITECTS LTD
711 South Dearborn Street, Suite 606
Chicago, Illinois 60605-1827
P: 312-427-4702 ■ F: 312-427-6611
E: ADMIN@WGALTD.COM

Wendy's
01013
305 ROOSEVELT ROAD
GLEN ELLYN, IL 60137

REV	DATE	DESCRIPTION
1	03-16-20	PRELIMINARY REVIEW
2		
3		
4		
5		
6		
7		

PLOT DATE: 3.16.2020
PROJECT NUMBER: 18109
DRAWN BY AG/RR
CHECKED BY DJW

NOTICE: THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION. IT SHALL NOT BE USED OR REPRODUCED OR ITS CONTENTS DISCLOSED, IN WHOLE OR IN PART WITHOUT THE PRIOR WRITTEN CONSENT OF WALLIN / GOMEZ ARCHITECTS, LTD.

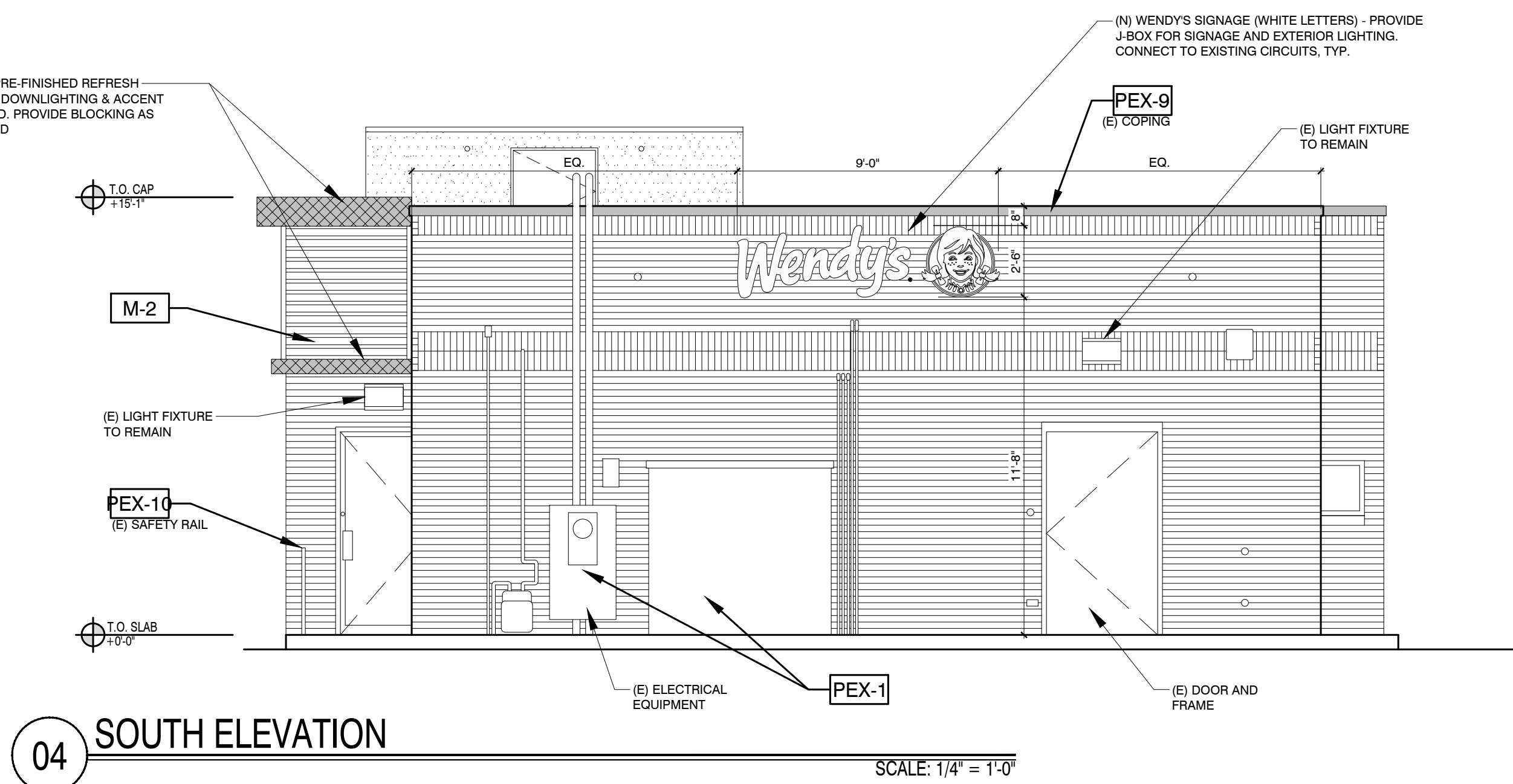
THESE DRAWINGS HAVE BEEN PREPARED AT AND / OR UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF CONFORM AND COMPLY WITH THE REQUIREMENTS OF THE DEPARTMENT OF BUILDING AND CODES HAVING JURISDICTION.

STATE OF ILLINOIS
001.010990
REGISTERED ARCHITECT
DONALD J WALLIN
EXPIRATION DATE: NOVEMBER 30, 2022

SEAL

SHEET NAME
DEMOLITION ELEVATIONS
SHEET NUMBER

D3.1



NOTE: REFER TO MATERIAL /
FINISH / RESPONSIBILITY
SCHEDULE ON SHEET A6.1 FOR
SPECIFICATIONS OF ALL EXTERIOR
MATERIALS AND FINISHES

Wendy's®

PLOT DATE: 3.16.2020
PROJECT NUMBER: 18109
DRAWN BY AG/RR
CHECKED BY DJW

NOTICE: THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION. IT SHALL NOT BE USED OR REPRODUCED OR ITS CONTENTS DISCLOSED, IN WHOLE OR IN PART WITHOUT THE PRIOR WRITTEN CONSENT OF WALLIN / GOMEZ ARCHITECTS, LTD.

THESE DRAWINGS HAVE BEEN PREPARED AT
AND / OR UNDER MY SUPERVISION AND TO THE
BEST OF MY KNOWLEDGE AND BELIEF
CONFORM AND COMPLY WITH THE
REQUIREMENTS OF THE DEPARTMENT OF
BUILDING AND CODES HAVING JURISDICTION.

STATE OF ILLINOIS
001.010990
REGISTERED ARCHITECT
DONALD J WALLIN
EXPIRATION DATE: NOVEMBER 30, 2023

SEAL

SHEET NUMBER

A2.1



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

Meeting: 05/26/20 07:00 PM
Department: Glen Ellyn Village Board
Department Head: Lindsey Kaminsky
Category: Award
Prepared By: Lindsey Kaminsky

SCHEDULED

AGENDA ITEM (ID # 4483)

DOC ID: 4483

Approve a Facade Improvement Award request, in the amount of \$15,000, to Wenzak Land Management LLC, for the property located at 305 Roosevelt Road to be expensed to the General Fund (Economic Development Coordinator Hannah)

Background

The Facade Improvement Award Program was created to facilitate the private sector in making facade improvements that benefit the overall quality and vitality of the Village's commercial districts. Approved projects are eligible for up to a maximum of \$15,000 for facade improvements based on the following award scale:

Investment			Award
Low		High	
\$ 2,000.00	up to	\$ 3,499.00	\$ 1,000.00
\$ 3,500.00	up to	\$ 4,999.00	\$ 1,750.00
\$ 5,000.00	up to	\$ 7,499.00	\$ 2,500.00
\$ 7,500.00	up to	\$ 9,999.00	\$ 3,750.00
\$ 10,000.00	up to	\$ 12,499.00	\$ 5,000.00
\$ 12,500.00	up to	\$ 14,999.00	\$ 6,250.00
\$ 15,000.00	up to	\$ 17,499.00	\$ 7,500.00
\$ 17,500.00	up to	\$ 19,999.00	\$ 8,750.00
\$ 20,000.00	up to	\$ 22,499.00	\$10,000.00
\$ 25,000.00	up to	\$ 27,499.00	\$12,500.00
\$ 27,500.00	up to	\$ 29,999.00	\$13,750.00
\$ 30,000.00	up to	+	\$15,000.00

Mr. Greg Haggis of Wenzak Land Management, LLC submitted a Façade Award request on May 14, 2020 for the property located at 305 Roosevelt Road. The property is the current home to Wendy's. Mr. Haggis is requesting a \$15,000 Façade Award for costs outlined with the property improvements including demolition, carpentry, masonry, storefront, tile, paint, exterior red blade and a roof screen.

The Wendy's is not located in either TIF district; therefore, the award would be paid from the General Fund. The General Fund budget included \$15,000 for façade awards. This was originally recommended as a Covid-19 budget cut as we did not have known interest in any awards. We are recommending proceeding with this award as this business qualifies for the award and this action would support a long-standing business in Glen Ellyn.

Subject:

Facade Improvement Awards are available to all commercial properties in the Village. Eligible applicants include the owners of commercial buildings or commercial businesses. Work which qualifies for assistance through the Facade Improvement Award includes improvements to the exterior of a building which are visible from the public right-of-way and are permanent structural improvements. Eligible improvements include significant facade enhancements, new window systems or frame replacement and repair (excluding broken glass), exterior doors, exterior lighting, restoration of original architectural features, exterior building materials for building additions, or other permanent exterior enhancements to property consistent with the architectural integrity of the building and the Village's Appearance Review Guidelines. Additionally, applicants must plan to install a minimum of \$2,000 of material improvements.

Mr. Haggis has outlined the following expenses with the project:

Demolition	\$ 12,500
Carpentry	\$ 5,000
Masonry	\$ 5,000
Storefront	\$ 10,000
Tile	\$ 3,500
Paint	\$ 7,500
Exterior Red Blade	\$ 10,00
Roof Screen	\$ 30,000
Total eligible expenses	\$83,500

The \$83,500 indicated on the application excludes signage, landscaping, lot repairs and fencing. Mr. Haggis included the estimates received for the project which exceeds \$140,000 for the total project.

Budget Impact

Staff is requesting the \$15,000 be allocated for the approval of this award.

Strategic Plan Initiative:

Strategic Issue II: BUSINESS. Engage in proactive economic development to attract and retain key businesses downtown and other commercial corridors to achieve a thriving business community. Supporting the improvements to Wendy's supports and retains a long standing business in Glen Ellyn.

Action Requested

The Village Board may approve the request for a \$15,000 Facade Improvement Award, approve a different Award amount, or choose to deny the request.

List of Attachments:

1. 305 Roosevelt Road Facade Application
2. 305 Roosevelt Road Facade Estimates
3. Award Summary

Agenda Item (ID # 4483)

Meeting of May 26, 2020

ATTACHMENTS:

- Facade Award Application - Wendy's Glen Ellyn (PDF)
- Facade Award Estimates - Wendy's Glen Ellyn (PDF)
- Award Summary (PDF)

VILLAGE OF GLEN ELLYN
Retail Façade Improvement Award

REQUIRED SUBMITTALS WITH APPLICATION:

- Current digital photos of all building facades visible from the public right of way which will receive improvements
- A schematic drawing with enough detail to depict the proposed improvements
- Signed vendor contract(s) with detailed costs for each proposed improvement (excluding ineligible portions of improvements, e.g. lettering on awnings)
- Consent from the building owner for proposed improvements, by signature on the attached form
- Completed IRS Form W-9 Request for Taxpayer Identification Number and Certification
- A narrative as outlined below:
 - Description of proposed facade work including information about the proposed building materials and methodology for proposed changes.
 - Description of your business and the related industry.
 - Features and advantages of your product and how improvements sought will improve the business and/or Village.
 - Credentials and experience of business owner.
 - Any unusual or expected difficulties or hardships in making the proposed improvements.

BUSINESS OWNER INFORMATION:Business Owner Name: WENZAK, INC.Home Address: 424 FORT HILL DR, SUITE 142, NAPERVILLE, IL 60540Business Name: WENDY'SBusiness Address: 305 ROOSEVELT RD., GLEN ELLYN, IL 60137Business Phone: (630) 234-3982 Fax: (630) 236-7201Home Phone: _____ Email: greg@wenzak.com

If tenant, what is the expiration date of your current lease? 11/15/2033

If buyer under contract or tenant, who is the property owner? _____

Property Owner Name: WENZAK LAND MANAGEMENT, LLC

Property Owner Address: 434 FORT HILL DR, SUITE 142, NAPERVILLE, IL 60540

Property Owner Phone: (630) 236-3951 Property Owner Fax: (630) 236-7301

Property Owner E-mail: greg@wenzak.com

DESCRIPTION OF PROPOSED IMPROVEMENTS

REMOVE DATED GREENHOUSE AND FASCIA FROM BUILDING EXTERIOR
AND ADD NEW, UPDATED AND CONTEMPORARY FINISHES THAT ARE
MORE CONSISTENT WITH OTHER NEWER BUSINESSES ALONG
ROOSEVELT ROAD. AS PART OF THIS PROJECT, THE POLE SIGN IN
FRONT OF THE RESTAURANT WILL BE REMOVED AND REPLACED
WITH A MONUMENT SIGN WITH CURRENT WENDY'S LOGO.

ITEMIZED ACTIVITY DESCRIPTION

EST. COST

<u>DEMOLITION</u>	<u>\$12,500</u>
<u>CARPENTRY</u>	<u>5,000</u>
<u>MASONRY</u>	<u>5,000</u>
<u>STOREFRONT</u>	<u>10,000</u>
<u>TILE</u>	<u>3,500</u>
<u>PAINT</u>	<u>7,500</u>
<u>EXTERIOR ROOF BLADE</u>	<u>10,000</u>
<u>ROOF SCREEN</u>	<u>30,000</u>

TOTAL PROJECT COST:

\$83,500 *

AMOUNT OF AWARD REQUESTED:

\$15,000

* EXCLUDES SIGNAGE, LANDSCAPING, LOT REPAIRS, FENCING

APPLICATION CERTIFICATION

I, the undersigned, certify that I have read the program description and requirements for the Village of Glen Ellyn Retail Façade Improvement Award. I certify that all information provided herein is true and accurate to the best of my knowledge. I understand that the improvements described in this application must receive all required permit approvals from the Village of Glen Ellyn prior to the commencement of construction.

Furthermore, I, the undersigned, my successors and assigns, hereby agree to save and hold harmless the Village of Glen Ellyn and any of its employees, officers and directors from all cost, injury and damage to any person or property whatsoever, any of which is caused by an activity, condition or event arising out of the performance, preparation for performance or nonperformance of any project improvement included in my award application. The above cost, injury, damage or other injury or damage incurred by or to any of the above shall include, in the event of an action, court costs, expenses of litigation and reasonable attorneys' fees. I understand that if my business closes or moves out of the Village of Glen Ellyn within 3 years I will be required to repay the Village in an amount as described on page 3 of the award packet.

LOREG S. HAGGIS
Applicant Name (PRINT)

R. J. Higgins, CFO
Applicant Signature

Date: 5/14/20

CONSENT FROM PROPERTY OWNER (Required if different from Applicant)

WENZAK LAND MANAGEMENT, LLC
Property Owner Name (PRINT)

R. J. Higgins, CFO
Property Owner Signature

Date: 5/14/20

*****Office Use Only*****

Application is: _____ Approved _____ Denied

Village President

Date

Economic Development Coordinator

Date



ON-SITE WORK	QUANTITY	PRICE	DRAW 1 % / AMT	DRAW 2 % / AMT	DRAW 3 % / AMT	DRAW 4% / AMT	FINAL PAID
DEMOLITION		\$0					
EROSION CONTROL		0					
LAND CLEARANCE		0					
STAKING		0					
EXCAVATION & GRADING		0					
A. Cut		0					
B. Fill		0					
COMPACTION TESTING		0					
6"X18" CURB		0					
CURB AND GUTTER		0					
6' EXTRUDED CURB		0					
CONCRETE PAD		0					
DRIVE THRU		0					
CONCRETE WALKS		0					
A. City		0					
B. Building		0					
LIGHT POST BASES		0					
DRIVE APPROACHES		0					
A. Concrete		0					
B. Asphalt		0					
ASPHALT PAVING		0					
CONCRETE PAVING		0					
SEAL COAT		0					
LOT STRIPING		0					
CONCRETE PATIO		0					
DUMPSTER ENCLOSURE		0					
A. Concrete Slab/Apron		0					
B. Masonry		0					
C. Fencing/Gates		0					
PARKING BUMPER		0					
FENCING/SCREENING/RETAINING WALL		0					
BOLLARDS / RAILNGS		0					
ON-SITE WORK	QUANTITY	PRICE	DRAW 1 % / AMT	DRAW 2 % / AMT	DRAW 3 % / AMT	DRAW 4% / AMT	FINAL PAID



SITE ELECTRICAL		0					
ELECTRICAL SERVICE		0					
SIGN CONDUIT AND WIRE		0					
PHONE CONDUIT		0					
PARKING LIGHTING		0					
TRANSORMER/TRANSORMER PAN		0					
BUILDING LIGHTS		0					
SOFFET LIGHTS		0					
MENU BOARD		0					
FLOOD LIGHTS		0					
ACCENT LIGHTING		0					
SITE PLUMBING		0					
SANITARY SEWER - Tie into Existing		0					
GREASE TRAP		0					
STORM SEWER		0					
A. Manhole(s)		0					
B. Catch Basins		0					
C. 6"-8"		0					
D. 10"-12"		0					
E. 18"-24"		0					
WATER SERVICE- Tie into Meter Pit		0					
WELLS / CHLORINATION SYSTEMS		0					
BOOSTER PUMP		0					
FIRE LINE		0					
FIRE HYDRANT		0					
GAS SERVICE / SLEEVING		0					
SPIGOT		0					
SPRINKLER		0					
MISCELLANEOUS (SPECIFY)		0					
A.		0					
B.		0					
ON-SITE WORK	QUANTITY	PRICE	DRAW 1 % / AMT	DRAW 2 % / AMT	DRAW 3 % / AMT	DRAW 4% / AMT	FINAL PAID
LANDSCAPE		ALT.	450				
LANDSCAPE		0					



IRRIGATION		0					
SLEEVING		0					
MISCELLANEOUS (SPECIFY)		0					
A. BACKFILL	ALT.		900				
B. MULCH COVER		0					
C. STONE		0					
D.		0					
E.		0					
F.		0					
G.		0					
H.		0					
I.		0					
OFF-SITE WORK	QUANTITY	PRICE	DRAW 1 % / AMT	DRAW 2 % / AMT	DRAW 3 % / AMT	DRAW 4% / AMT	FINAL PAID
DEMOLITION		0					
CURB AND GUTTER		0					
CONCRETE WALKS		0					
ASPHALT PAVING		0					
UTILITY EXTENSIONS		0					
A. WATER- Tie into Existing Meter		0					
B. SEWER		0					
C. STORM SEWER		0					
D. ELECTRICAL		0					
OFF-SITE WORK	QUANTITY	PRICE	DRAW 1 % / AMT	DRAW 2 % / AMT	DRAW 3 % / AMT	DRAW 4% / AMT	FINAL PAID
DECEL / EXCEL LANE							
TRAFFIC CONTROL		0					
MISC:		0					



SITE SUBTOTAL:	\$0					
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SUPERVISION
OVERHEAD, ADMINISTRATION & PROFIT
Total ALT:
SALES TAX

ALT.	67.5				
ALT.	202.5				
ALT.	\$1,620				
0					

Draw One

Draw Two

Draw Three

Draw Four

PAID

SITE TOTAL:	\$0					
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BUILDING	QUANTITY	PRICE	DRAW 1 % / AMT	DRAW 2 % / AMT	DRAW 3 % / AMT	DRAW 4% / AMT	FINAL % / AMT
DEMOLITION		7,449					
EXCAVATION / HAUL AWAY (Solarium)		7200					
CONCRETE / MASONRY		0					
CONCRETE FOUNDATION		0					
A. EXTERIOR VESTIBULE		0					
B. OTHER		0					



BUILDING SLAB		0					
A. EXTERIOR VESTIBULE		0					
B. OTHER		0					
MASONRY		0					
EIFS / STUCCO		0					
ROOFING		0					
CORRIGATED METAL		36436					
EXTERNAL CUSTOM BRANDING		0					
PUW CUSTOM BRANDING		INCL					
STRUCTUAL STEEL		0					
ROOF JOISTS/PLYWOOD		0					
PARAPET CAP		INCL					
METALS / ROOF HATCH / LADDER		0					
A. SCUPPERS / GUTTERS		0					
B. DOWNSPOUTS		0					
C. EXTERIOR SOFFIT AND TRIM		1800					
D. PARAPET COPING/BAND TRIM		0					
E. LADDER PORT		0					
ROOFING / REPAIR/ NEW		0					
ROUGH CARPENTRY		3500					
A. MATERIAL		0					
B. LABOR		0					
DRYWALL/ INSULATION		0					
FINISH CARPENTRY		33010					
A. MATERIAL		11638					
BUILDING	QUANTITY	PRICE	DRAW 1 % / AMT	DRAW 2 % / AMT	DRAW 3 % / AMT	DRAW 4% / AMT	FINAL % / AMT
B. LABOR		INCL					
KITCHEN		0					
FRP PANELING		0					
CERAMIC TILE - INTERIOR		0					
DECORATIVE TILE - INTERIOR		0					
COUNTERS, VANITIES, SILLS		0					
FLOORING		0					
CABINETRY		0					



INTERIOR DOOR / HARDWARE / FRAME		0					
ACCUSTICAL CEILING		0					
CEILING GRID PAINT/REPAIR		0					
CAULKING/PAINTING/CORNERS		0					
TRIM		0					
A.		0					
B.		0					
C.		0					
D.		0					
E.		0					
F.		0					
DINING ROOM		0					
FRP PANELING		0					
CERAMIC TILE - INTERIOR Floor	INCL						
DECORATIVE TILE - INTERIOR		0					
COUNTERS, VANITIES, SILLS		1890					
FLOORING	INCL						
CABINETS		0					
INTERIOR DOOR / HARDWARE / FRAME	INCL						
ACCUSTICAL CEILING		3475					
TRIM	INCL						
FIREPLACE		5900					
T.V SUPPORT/MOUNT		843					
ISLAND		0					
BUILDING	QUANTITY	PRICE	DRAW 1 % / AMT	DRAW 2 % / AMT	DRAW 3 % / AMT	DRAW 4% / AMT	FINAL % / AMT
CEILING GRID PAINT/REPAIR		0					
CAULKING/PAINTING/CORNERS		10500					
A.		0					
B.		0					
C.		0					
D.		0					
E.		0					
F.		0					
HALLWAY/VESTIBULE		0					



FRP PANELING		0					
CERAMIC TILE - INTERIOR		0					
DECORATIVE TILE - INTERIOR		0					
COUNTERS, VANITIES, SILLS		0					
FLOORING		INCL					
CABINetry		0					
INTERIOR DOOR / HARDWARE / FRAME		INCL					
ACCUStICAL CEILING		INCL					
CEILING GRID PAINT/REPAIR		0					
TRIM		INCL					
CAULKING/PAINTING/CORNERS		INCL					
A.		0					
B.		0					
C.		0					
E.		0					
F.		0					
BATHROOM		0					
FRP PANELING		0					
CERAMIC TILE - INTERIOR		0					
DECORATIVE TILE - INTERIOR		0					
COUNTERS, VANITIES, SILLS		0					
FLOORING		INCL					
CABINetry		0					
BUILDING	QUANTITY	PRICE	DRAW 1 % / AMT	DRAW 2 % / AMT	DRAW 3 % / AMT	DRAW 4% / AMT	FINAL % / AMT
INTERIOR DOOR / HARDWARE / FRAME		INCL					
ACCUStICAL CEILING		0					
TRIM		0					
GRAB RAILS, DISPENSERS,GARBAGE		0					
MIRRORS		0					
SINK/VANITY		INCL					
TOWELS MOTION/NON-MOTION		INCL					
CEILING GRID PAINT/REPAIR		0					
CAULKING/PAINTING/CORNERS		0					
TOLIET PARTIOINS AND ASSESORIES		0					



A. Drywall Ceiling		0				
B.		0				
C.		0				
D.		0				
E.		0				
F.		0				
		0				
CEILING GRID PAINT/REPAIR		0				

EXTERIOR WALLS		0				
ALUMINUM STORE FRONT		5500				
SPANDREL GLASS		0				
METAL DOOR / FRAME/ HARDWARE		0				
MARLITE DOOR / FRAME/ HARDWARE		0				
CERAMIC TILE - EXTERIOR		0				
DECORATIVE TILE - EXTERIOR		0				
PAINTING / STAINING / CAULKING		0				
		0				

BUILDING	QUANTITY	PRICE	DRAW 1 % / AMT	DRAW 2 % / AMT	DRAW 3 % / AMT	DRAW 4% / AMT	FINAL % / AMT
MECHANICAL		5,000.00					
HVAC		0					
A. MUA(s)		0					
B. RTU(s)		0					
D. HOOD(s)		TBA					
C. STEEL DUCT		0					
E. SHEETMETAL DUCT / DEVICES		TBA					
F. FIRE SUPPRESSION		TBA					
G. FIRE WRAP		0					
H. OTHER		TBA					
I. CONTROLS/STATS		0					



J. FIRE ALARM		TBA					
K. SCREENS/SKIRTS		0					
L. CAULKING		0					
M. INSULATION		TBA					
PLUMBING		TBA					
PLUMBING ROUGH		0					
UNDERGROUND ROUGH		0					
GREASE TRAP / INTERCEPTER		0					
SODA / BEER LINE CHASE		0					
WATER HEATER(s)		0					
GAS PIPING		0					
DEVICES / FIXTURES- MOTION/NON		0					
CLOSETS / URINAL VALVES		0					
SPRINKLER SYSTEM		0					
SINKS		0					
BUILDING	QUANTITY	PRICE	DRAW 1 % / AMT	DRAW 2 % / AMT	DRAW 3 % / AMT	DRAW 4% / AMT	FINAL % / AMT
ELECTRICAL		5000					
ELECTRICAL ROUGH		0					
SERVICE PANELS		0					
FIREPLACE		0					
LIGHTING PACKAGE		0					
A. DINING ROOM		0					
B. KITCHEN		0					
C. BATHROOM		0					
D. HALLWAY/VESTIBULE		0					
FIXTURES		0					
A. REPAIR		0					
B. BULBS		0					



C. COVERS		0					
D. PAINT		0					
OUTLETS / SWITCHES / CONTROLS		0					
FIRE ALARM SYSTEM		0					
TV INSTALL		0					
DATA / COMMUNICATION		0					
EQUIPMENT		0					
WIC / WIF REPAIRS		0					
WIC / WIF INSTALLATION		0					
REFRIGERATION SYSTEMS		0					
HOODS		0					
BEER SYSTEMS / RUNS / TOWERS		0					
ICE MACHINES		0					
COOKING		0					
DISPENSING/POP		0					
BUILDING	QUANTITY	PRICE	DRAW 1 % / AMT	DRAW 2 % / AMT	DRAW 3 % / AMT	DRAW 4% / AMT	FINAL % / AMT
SIGNAGE		0					
A. EXTERIOR SITE SIGNAGE INSTALL		0					
B. INTERIOR SITE SIGNAGE INSTALL		INCL					
C. DRIVE / PICK UP CANAPY		0					
D. DRIVE THRU HEIGHT BAR		0					
E. LETTERING		0					
MISCELLANEOUS (SPECIFY)		0					
A.		0					
B.		0					
C.		0					
D.		0					
E.		0					
F.		0					



G.		0					
H.		0					
I.		0					
J.		0					
K.		0					
M.		0					
N.		0					
SCOPE ADDITIONS		0					
KITCHEN CEILING REPLACE		0					
KITCHEN LIGHT REPLACE		0					
KITCHEN FLOOR REPLACE		0					
KITCHEN FRP REPLACE		0					
FRONT COUNTER UPGRADE SS BASE		0					
INCREASE SITE LIGHTING		0					
HANDICAP RAMP RELOCATION		0					
MENU BOARD		0					
OTHER: Dumpster		1450					
Other: Storage Pod		1850					
OFFSITE/ONSITE/BUILDING	QUANTITY	PRICE	DRAW 1 % / AMT	DRAW 2 % / AMT	DRAW 3 % / AMT	DRAW 4% / AMT	FINAL % / AMT
PERMIT:		TBA					
A. Boom Lift, Material Lift, Bucket		5000	2 Days				
B. Excavation Equipment		1500	5 Days				
C.		0					

BUILDING SUBTOTAL		148,941					
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SUPERVISION	7447.05					
OVERHEAD, ADMINISTRATION & PROFIT	22341.15					
GENERAL CONDITIONS	0					
SALES TAX						

SITE TOTAL: ALT:		\$0	1620				
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			Draw One	Draw Two	Draw Three	Draw Four	Draw Five
PROJECTED GRAND PROJECT TOTAL		178,729	(60) Sixty Percent	(30) Thirty Percent	(10) Ten Percent	0	0

Estimated Project Time-line: Days not to include Overtime, Weekends and Holidays (Building Days/Outside Days)

Draw 1- Deposit

Draw 2- Completion of Rough Inspection, Prior to Final OC

Draw 3- Two Weeks Following Final Walk-Through/ Inspection Checklist

Draw 4- N/A

Draw 5- N/A

This Project will be a 1-2-3 phase term: 1

[illegible]

Per Above	30,000.00	\$	15,000.00	\$	-
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Total Available	155,000.00
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Funds Remaining	125,000.00
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***\$125,000 for downtown projects funded by TIF**

**** \$15,000 for Roosevelt Road and Historic Stacey's Corners façade awards**

+ \$15,000 for Roosevelt Road Fire Prevention Awards to RR TIF Properties

BUSINESS	APPLICANT NAME	ADDRESS	TYPE OF AWARD	DATE RECEIVED	DATE OF APPROVAL	AMOUNT REQUESTED	AMOUNT APPROVED	AMOUNT PAID
FY 2019 - \$185,000 Total Funds Available								
* Common Good	Charles Melazzo	560 Crescent Blvd	Façade	7/26/2018	8/27/2018	\$ 8,750.00	\$ 7,500.00	\$ 7,500.00
* Common Good	Charles Melazzo	560 Crescent Blvd	Interior	7/26/2018	8/27/2018	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
* The Sweet Shoppe	Sue Johanson	550 Crescent Blvd	Façade	8/28/2018	9/10/2018	\$ 13,750.00	\$ 13,750.00	\$ 13,750.00
* Shawn Sargent Designs	Shawn Sargent	501 Pennsylvania Ave	Interior	11/8/2018	11/13/2018	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
* Vanilla Sugar Bakery	Norma Samaan	540 Duane St	Interior	11/29/2018	12/10/2018	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
* A Toda Madre	Patrick Neary	499 Main St	Interior	11/29/2018	12/10/2018	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
Enclave	Bobby Kellman	535 Pennsylvania	Interior	12/9/2019	12/9/2019	12,500.00	12,500.00	\$ -
Enclave	Bobby Kellman	535 Pennsylvania	Sprinkler	12/9/2019	12/9/2019	1,000.00	1,000.00	\$ -

Per Above	78,500.00	\$ 77,250.00	\$ 63,750.00
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Total Available	185,000.00
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Funds Remaining	106,500.00
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*\$125,000 for downtown projects funded by TIF

** \$30,000 for Roosevelt Road and Historic Stacey's Corners façade awards

+ \$30,000 for Roosevelt Road Fire Prevention Awards to RR TIF Properties

	BUSINESS	APPLICANT NAME	ADDRESS	TYPE OF AWARD	DATE RECEIVED	DATE OF APPROVAL	AMOUNT REQUESTED	AMOUNT APPROVED	AMOUNT PAID
FY 2018 - \$185,000 Total Funds Available									
*	Nobel House	Ariel Darmoni	419 A N. Main St	Fire	9/25/2017	2/12/2018	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
*	Sushi Ukai	Ariel Darmoni	419 B N. Main St	Fire	9/25/2017	2/12/2018	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
*	536 Crescent Blvd	William Jegen	536 Crescent Blvd	Façade	1/4/2018	2/12/2018	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00
*	Sushi Ukai	Liyan Huang	419 B N. Main St	Interior	2/8/2018	2/26/2018	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
*	Sushi Ukai	Liyan Huang	419 B N. Main St	Façade	2/8/2018	2/26/2018	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
*	Nobel House	David Cilio	419 N. Main St	Interior	3/7/2018	3/19/2018	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
*	Nobel House	David Cilio	419 N. Main St	Façade	3/7/2018	3/19/2018	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
**	Jimmy Johns	Ryan McGuire	632 Roosevelt Road	Façade	5/15/2018	5/29/2018	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00
+	Jimmy Johns	Ryan McGuire	632 Roosevelt Road	Fire	5/15/2018	5/29/2018	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
*	Milk & Honey	Karen O'Riley	520 Hillside Ave	Interior	7/17/2018	7/23/2018	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
*	Common Good	Charles Melazzo	560 Crescent Blvd	Fire	7/26/2018	8/27/2018	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00
*	Common Good	Charles Melazzo	560 Crescent Blvd	Façade	7/26/2018	8/27/2018	\$ 8,750.00	\$ 1,250.00	\$ 1,250.00
*	Common Good	Charles Melazzo	560 Crescent Blvd	Interior	7/26/2018	8/27/2018	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
							\$ 167,500.00	\$ 167,500.00	\$ 167,500.00

*\$125,000 for downtown projects funded by TIF

** \$30,000 for Roosevelt Road and Historic Stacey's Corners façade awards

+ \$30,000 for Roosevelt Road Fire Prevention Awards to RR TIF Properties

	BUSINESS	APPLICANT NAME	ADDRESS	TYPE OF AWARD	DATE RECEIVED	DATE OF APPROVAL	AMOUNT REQUESTED	AMOUNT APPROVED	AMOUNT PAID
FY 2017 - \$155,000 Total Funds Available									
*	Oak & Steel	Dana Reese	480 N Main Street	Fire	10/13/2016	11/14/2016	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00
*	Two Hound Red	Jon With	486 Pennsylvania Ave	Interior	10/1/2016	11/14/2016	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
*	Two Hound Red	Jon With	486 Pennsylvania Ave	Façade	10/1/2016	11/14/2016	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
*	Sunshine Dance	Sheri Dahl	515 Crescent Blvd	Fire	11/15/2016	12/12/2016	\$ 2,500.00	\$ 2,500.00	* Remov
*	The BookStore/ String Theory	Patrick Melady	475-477 N Main Street	Façade	11/28/2016	12/12/2016	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00
*	Maize & Mash	Nick Roberge	430 N Main Street	Interior	1/12/2016	1/23/2017	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
*	Maize & Mash	Nick Roberge	430 N Main Street	Façade	1/12/2016	1/23/2017	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
*	Two Hound Red	Jon With	486 Pennsylvania Ave	Fire	5/15/2017	6/12/2017	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
*	Blonde Boutique	Allison Ohlander	494 N. Main St	Façade	5/31/2017	6/12/2017	\$ 5,000.00	\$ 5,000.00	
*	Blackberry Market	Anna & Bob Davidson	401-409 N. Main St	Façade	8/8/2017	8/28/2017	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
*	Blackberry Market	Anna & Bob Davidson	401-409 N. Main St	Interior	8/8/2017	8/28/2017	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
*	McMae's on Main	Greg McCaffrey	411 N Main St	Interior	9/25/2017	10/23/2017	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
							\$ 116,000.00	\$ 116,000.00	\$ 108,500.00

*\$125,000 for downtown projects funded by TIF

** \$30,000 for Roosevelt Road and Historic Stacey's Corners façade awards

BUSINESS	APPLICANT NAME	ADDRESS	TYPE OF AWARD	DATE RECEIVED	DATE OF APPROVAL	AMOUNT REQUESTED	AMOUNT APPROVED	AMOUNT PAID
FY 2016 - \$130,000 Total Funds Available								
JAYNE*	Craig B. Cohen	476 N. Main Street	Façade	1/11/2016	2/16/2016	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
JAYNE*	Joseph Costello	476 N. Main Street	Fire Prev	2/16/2016	3/22/2016	\$ 3,750.00	\$ 3,750.00	\$ 2,500.00
Ramco 450 LLC**	Brian Blizzard	575 - 581 E Roosevelt	Façade	3/8/2016	5/28/2013	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
Deacon & Mercy*	Gary Danne	430 N Main Street	Façade	4/1/2016	4/25/2016	\$ 5,000.00	\$ 5,000.00	\$ —
Crepe House*	Ilirjan Jankulla	548 Crescent Boulevard	Interior	4/13/2016	4/25/2016	\$ 8,750.00	\$ 8,750.00	\$ 8,750.00
Stam*	Liz Mager	530 Pennsylvania	Interior	6/1/2016	6/20/2016	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Stam*	Liz Mager	530 Pennsylvania	Façade	6/1/2016	6/20/2016	\$ 15,000.00	\$ 15,000.00	
Designstorms*	Liz Mager	530 Pennsylvania	Interior	6/1/2016	6/20/2016	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Designstorms*	Liz Mager	530 Pennsylvania	Façade	6/1/2016	6/20/2016	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
The Beer Cellar	David Hawley	488 Crescent Boulevard	Interior	8/31/2016	9/12/2016	\$ 8,750.00	\$ 8,750.00	\$ 8,750.00
481 N Main	Rich Somolik	481 N Main Street	Fire Prev	9/7/2016	9/26/2016	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Glen Art Theatre	Eric White	540 Crescent Boulevard	Fire Prev	9/7/2016	9/26/2016	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Oak & Steel	Dana Reese	480 N Main Street	Façade	10/13/2016	11/14/2016	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
						\$ 129,750.00	\$ 129,750.00	\$ 113,500.00

*\$100,000 for downtown projects funded by TIF

** \$30,000 for Roosevelt Road and Historic Stacey's Corners façade awards

Deacon & Mercy closed August 25. Their funds were never distributed and have been placed back in available funds.

BUSINESS	APPLICANT NAME	ADDRESS	TYPE OF AWARD	DATE RECEIVED	DATE OF APPROVAL	AMOUNT REQUESTED	AMOUNT APPROVED	AMOUNT PAID
FY 2015								
Ramco 450 LLC	Brian Blizzard	575 - 581 E Roosevelt	Façade	1/13/2015	2/9/2015	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00
GLBRT 479 LLC	Jay Gilbert	479 N Main Street	Fire Prev	3/4/2015	3/23/2015	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00
Marché	Jill Foucré	496 N. Main Street	Façade	5/19/2015	6/8/2015	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Banyan Tree Mall	Ken Lubowich	485 N. Main Street	Interior	5/28/2015	6/8/2015	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Marché	Jill Foucré	496 N. Main Street	Interior	7/29/2015	8/17/2015	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Re:New	Rich Somolik	483 N. Main Street	Interior	9/3/2015	9/28/2015	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
M & Em's	Jonathan Goldsmith	460 N. Main Street	Interior	9/14/2015	9/28/2015	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
* M & Em's	Jonathan Goldsmith	460 N. Main Street	Façade	9/14/2015	9/28/2015	\$ 10,000.00	\$ 10,000.00	\$
Main Street Pub	Kevin Hahn	466 N. Main Street	Façade	10/1/2015	10/12/2015	\$ 13,750.00	\$ 13,750.00	\$ 13,750.00
Main Street Pub	Kevin Hahn	466 N. Main Street	Interior	10/1/2015	10/12/2015	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
						\$ 127,500.00	\$ 127,500.00	\$ 117,500.00

* Closed on October 24, 2017 due to inaction by the applicant.

BUSINESS	APPLICANT NAME	ADDRESS	TYPE OF AWARD	DATE RECEIVED	DATE OF APPROVAL	AMOUNT REQUESTED	AMOUNT APPROVED	AMOUNT PAID
SY 14								
TMC ²	Thomas & Sue Martin	450 Duane Street	Façade	5/29/2014	6/9/2014	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
A Toda Madre	Patrick Neary	499 Main Street	Interior	8/4/2014	8/11/2014	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Busy Bee Barber	Dennis Etheridge	417 Main St	Façade	9/30/2014	10/13/2014	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00
						\$ 16,750.00	\$ 16,750.00	\$ 16,750.00

BUSINESS	APPLICANT NAME	ADDRESS	TYPE OF GRANT	DATE RECEIVED	DATE OF APPROVAL	AMOUNT REQUESTED	AMOUNT APPROVED	AMOUNT PAID
FY 13/14								
Bird on a Wire Studio	Kathryn Alcock/Megan Swadley	492 Main	Façade	1/9/2013	5/15/2013	\$ 853.50	\$ 853.50	\$ 853.50
School of Rock	J. Brandon Turner	536B Crescent	Façade	4/25/2013	5/28/2013	\$ 771.50	\$ 771.50	\$ 771.50
Oberweis	Joe Oberweis	515 Roosevelt	Façade	8/6/2012	10/22/2012	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
PS Flowers/Suki Salon	Patty Sorenson/Susan Madonin	522-526 Hillside	Façade	4/13/2013	5/28/2013	\$ 2,065.00	\$ 2,065.00	\$ 2,215.00
535 Penn L.L.C.	Thomas LaMantia	535 Pennsylvania	Interior	8/14/2013	9/9/2013	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
535 Penn L.L.C.	Thomas LaMantia	535 Pennsylvania	Façade	8/14/2013	9/9/2013	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Made In Italy Trattoria	Ippolita Basile	476 Forest	Façade	8/23/2013	9/9/2013	\$ 529.00	\$ 529.00	\$ 529.00
Peanut Butter Planet	Frank Pecora	546 Crescent Blvd	Interior	11/21/2013	1/13/2014	\$ 9,373.50	\$ 9,373.50	\$ 9,373.50
Peanut Butter Planet	Frank Pecora	546 Crescent Blvd	Façade	11/21/2013	1/13/2014	\$ 10,462.50	\$ 10,462.50	-
Olive 'n Vinnie's	Karen & Gary Evensen	449 Main Street	Interior	1/13/2014	1/27/2014	\$ 3,503.45	\$ 3,503.45	\$ 3,503.45
RISE	Aaron Sullivan	499 Pennsylvania Ave	Interior	3/24/2014	4/28/2014	\$ 15,000.00	\$ 11,400.00	\$ 11,000.00
Olive 'n Vinnie's*	Karen & Gary Evensen	449 Main Street	Façade	3/25/2014	4/14/2014	\$ 4,598.00	\$ 4,598.00	\$ -
						\$ 92,156.45	\$ 88,556.45	\$ 73,245.95

*2/1/2016 decided to not move forward with the window replacement.

BUSINESS	APPLICANT NAME	ADDRESS	TYPE OF GRANT	DATE RECEIVED	DATE OF APPROVAL	AMOUNT REQUESTED	AMOUNT APPROVED	AMOUNT PAID
FY 10/11								
Marcel's	Jillian Foucre	490 N. Main	Interior	1/9/2011	1/20/2011	\$ 20,000.00	\$ 20,000.00	\$ 17,659.00
Marcel's	Jillian Foucre	490 N. Main	Façade	6/8/2011	6/27/2011	\$ 10,000.00	\$ 10,000.00	\$ 12,341.00
						\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
FY 11/12								
Gratto		433 Main	Façade		11/18/2010	\$ 10,000.00	\$ 10,000.00	\$ 9,930.00
Costello	Joe Costello	474 N. Main	Interior	6/20/2011	6/27/2011	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00
Key Investment	Jeanine Valdez	462 Park	Façade	6/22/2011	7/25/2011	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
Northside Grill	Dan Sronkoski	499 Pennsylvania; #D	Façade	7/8/2011	11/14/2011	\$ 526.00	\$ 526.00	\$ 526.00
Northside Grill	Dan Sronkoski	499 Pennsylvania; #D	Interior	10/14/2011	11/14/2011	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00
Subway	Suryakant Patel	572 Crescent	Interior	10/3/2011	11/14/2011	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Subway	Suryakant Patel	572 Crescent	Façade	10/3/2011	not approved	\$ -	\$ -	
						\$ 68,026.00	\$ 58,026.00	\$ 57,956.00
FY 12/13								
Katy's Boutique	Katy Balabinis	427 Main	Façade	3/27/2012	5/14/2012	\$ 4,071.00	\$ 4,071.00	\$ 4,071.00
AliKat	Sandra Moore	499 Pennsylvania; #B	Interior	4/11/2012	5/14/2012	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Papier Girl	Lesley Vesevick	413 Main	Interior	4/11/2012	5/14/2012	\$ 14,550.00	\$ 14,550.00	\$ 14,550.00
Run Today	Paul O'Neill	515 Crescent	Façade	6/7/2012	8/20/2012	\$ 671.50	\$ 671.50	\$ 671.50
Run Today	Paul O'Neill	515 Crescent	Interior	6/7/2012	8/20/2012	\$ 14,373.84	\$ 11,706.00	\$ 11,706.00
Flour+Wine	Michael Vai	433 Main	Interior	9/9/2012	8/8/2012	\$ 8,485.64	\$ 6,670.37	\$ 6,670.37
Blackberry Market	Anna Davidson	401 Main	Interior	10/4/2012	11/12/2012	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Larc Jewelers	Jay Gilbert	479 Main	Façade	3/25/2011	4/16/2012	\$ 1,876.00	\$ 1,876.00	\$ 1,580.84
Treasure House	Theresa Nihill	479 Pennsylvania	Façade	7/13/2012	7/19/2012	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
Elite Eyewear	Tracy Hortatsos	413 Main	Façade	10/16/2012	11/12/2012	\$ 543.00	\$ 543.00	\$ 543.00
The Stand	Lisa Demos	542 Crescent	Interior	2/4/2013	2/11/2013	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
The Stand	Lisa Demos	542 Crescent	Façade	2/4/2013	2/11/2013	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
						\$ 111,570.98	\$ 107,087.87	\$ 106,792.71



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

Meeting: 05/26/20 07:00 PM
Department: Community Development
Department Head: Staci Springer
Category: Agreement
Prepared By: Kelly Purvis

SCHEDULED

AGENDA ITEM (ID # 4484)

DOC ID: 4484

Approve a Lease Agreement Between the Village of Glen Ellyn and Bensidoun, USA for the Glen Ellyn French Market, Subject to Attorney Review (Community Development Director Springer)

Background:

Staff has been working with the Chamber of Commerce and Bensidoun USA, Inc. to update the lease agreement for the French Market, which expired in November 2019. A new agreement must be approved prior to the start of the Market in June 2020. Due to Covid-19, the Market is starting in June rather than in May this year.

For a number of years, the Chamber of Commerce has contracted with the French Market company, Bensidoun USA, Inc., to bring a Farmer's Market to the Village. The Farmer's Market was originally held in the Main Street parking lot on Friday mornings. In 2014, the Village amended the lease to allow a French Market, involving a greater variety and number of vendors and the use of metal canopies, similar to the French Market in Wheaton. The Market was moved from Friday to Sunday morning and the location changed to the Glenwood & Crescent parking lot. In 2017, the location was moved to the Main & Prairie Path parking lot. These changes improved the visibility of the Market, availability of customers to be able to attend the Market on a weekend rather than a weekday and expanded the variety of products offered for residents.

The updated agreement, a draft of which is attached to this memo, would be for a five year term starting June 1, 2020 and running through November 1, 2025. The Market season would start as early as April 15th each year and run through November 1st. The Market would be held on Sunday mornings from 8:00 AM - 1:00 PM. Proposed changes to the agreement include a change in the set-up time for the Market from Saturday evening to Sunday morning no earlier than 5:00 AM. This change was implemented last year so that parking in the Main and Prairie Path parking lot would be available on Saturday evenings while there were restaurant employees and customers using the lot. This year with several downtown construction projects planned we are incorporating the revised set up time into the agreement. The rate to be paid to the Chamber of Commerce for the Market stayed at \$1,000 per season. In the event that the Market reaches 36 vendor booths in a season, the fee will increase to \$2,000 per season.

Requested Action:

A copy of the draft agreement is attached. It is requested that the Village Board move to approve a form of the attached agreement and allow finalization and execution of the agreement subject to Village Attorney review.

Attachments:

- ☐ Draft Agreement for French Market
- ☐ Exhibit "A" - Aerial Image of Market Area
- ☐ Exhibit "B" - Vendor Rules
- ☐ Exhibit "C" - Union Pacific Railroad Requirements

CC: Phil Norton, Police Chief
Julius Hansen, Public Works Director
Dave Buckley, Assistant Public Works Director
Steve Witt, Building and Zoning Official
Kelly Purvis, Planner
Meredith Hannah, Economic Development Coordinator
Dawn Smith, Executive Director, Chamber of Commerce
Leslie Cahill, Bensidoun USA, Inc.

ATTACHMENTS:

- Draft Agreement for French Market, 2020 (PDF)
- Exhibit A - Aerial Image of Market Area(PDF)
- Exhibit B - Vendor Rules (PDF)
- Exhibit C - Union Pacific Railroad Requirements (PDF)

AGREEMENT FOR OPEN-AIR MARKET

This AGREEMENT FOR OPEN-AIR MARKET (herein known as "Agreement") is made as of _____, 2020 by and between the Glen Ellyn Chamber of Commerce, an Illinois Not-For-Profit corporation (the "Chamber"), The Village of Glen Ellyn, an Illinois Municipal Corporation (the "Village") and Bensidoun USA, Inc., an Illinois corporation ("Bensidoun"),

WHEREAS the Chamber wishes to bring an open-air market to the Glen Ellyn Central Business District as an ambiance and traffic building initiative, and

WHEREAS the Village is the owner of the Premises, hereinafter defined, located in the Village of Glen Ellyn, Illinois, and

WHEREAS the Village has agreed with the Chamber to permit the use of the Premises upon the terms and conditions herein provided, and

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, the Premises and the mutual covenants herein contained, and other good and valuable considerations the receipt, adequacy and sufficiency of which are conclusively presumed and hereby acknowledged, the parties hereto do hereby agree as follows:

1. PREMISES. Village hereby grants to the Chamber and Bensidoun a Permit to use the Main & Prairie Path Municipal Parking Lot, in Glen Ellyn, Illinois (the "Premises"), as outlined on the drawing hereto attached as Exhibit A. The Premises shall be used by Bensidoun solely for the purpose of operating an open-air market (the "Open-Air Market") subject to the conditions specified below.
2. TERM OF AGREEMENT. The term of this Agreement shall commence on June 1, 2020 and shall continue until November 1, 2025 (the "Term"). Upon the expiration of the Term, the parties may mutually agree to renew the Agreement for up to five (5) additional years.
3. MARKET SEASON. A "Market Season" shall be defined as the season commencing no earlier than April 15 and terminating no later than November 1 of any year during the Term except as may be extended by the mutual agreement of the parties hereto.
4. USE OF PREMISES.
 - a. MAINTENANCE AND OPERATION. Bensidoun shall have the right to exclusively use the Premises solely for operating the Open-Air Market during Market Season between the hours of 8 am and 1:00 pm on Sunday. This day shall be known as "Market Day" and collectively, the "Market Days". The day and/or hours of Market Day may be modified by mutual agreement of the parties hereto. Setup of the tent structures may occur no sooner than 5:00am the morning of each Market Day. If scheduling conflicts arise, the Village and Bensidoun may work to find an alternate acceptable setup time on a case-by-case basis. During the Term,

Bensidoun shall have the right to grant licenses to third-party vendors for access and use of the Premises upon the terms of this Agreement. The Premises shall be removed of all displays and materials by Bensidoun or its licensees by 5:00pm on each Market Day such that the premises shall be clean, vacant and available for any use desired by the Village from 5:00 pm on Sunday through Saturday and on “Exception Days”. “Exception Day(s)” are days that the Main and Prairie Path Lot have been reserved for other Village/Chamber or Community events. The Village and/or the Chamber shall provide a list of Exception Days for each Market Season on or before April 1st of each year of the Term to Bensidoun. On each Exception Day, the Village may allow Bensidoun to operate the Open-Air Market at an alternative location mutually agreed upon by the parties. If the parties fail to select an alternative location for the operation of the Open-Air Market for more than one (1) Exception Day in any Market Season, the Market Season Fee for such Market Season shall be reduced on a prorated basis for each Exception Day on which the parties fail to select an alternative location.

- b. LOCATION. Lessee shall be permitted to use that portion of the Premises located directly south of the railroad tracks, between Main Street and Forest Avenue exclusively for pedestrian traffic and no other purpose during the Market Days.
- c. RELOCATION. The Village further reserves the right to relocate the Premise to a site agreeable to Bensidoun, with reasonable written notice to Bensidoun, in the event of an emergency, future construction project, or for purposes of safety and any other circumstance unforeseen at the time of this Agreement. If the Village intends to permanently move the premises, the Village will give no less than 60 days’ notice to Bensidoun and the two parties shall come to an agreement on a new location. Notwithstanding the foregoing, in the event the Village delivers to Bensidoun any relocation notice in accordance with this Section 4(c), Bensidoun shall have the right to terminate this Agreement by providing written notice to the Village.
- d. FENCING. The Lessee, at their sole cost and expense, shall install and maintain, at all times during the Open-Air Market’s setup, operation and tear down, a temporary fence/barricade in the location shown on the attached Exhibit A, approximately 3’ south from the nearest curb. The Temporary fence/barricade shall be procured by the Village and provided to Bensidoun before each Market Season. Set up for the fence shall be no earlier than 5 am Sunday morning and removal of the fence shall be no later than 5 pm on Market Days.

- e. SET-UP. The Village has installed canopy gaskets provided by Bensidoun in the pavement on the Premises per the specifications provided by Bensidoun.
- f. WATER. The Village shall provide a water meter to Bensidoun that can be stored in Bensidoun's trailer. Bensidoun will install the meter on Market Days and will pay for the water consumed as recorded by the meter at the current water rate plus ten percent to cover Village administrative costs.
- g. STORAGE. The Village shall provide a storage area of at least 200 square feet within the Village for Bensidoun to store a supply trailer during the term of the Market Season.
- h. EQUIPMENT. Bensidoun shall provide canopies and all supporting structures and equipment for the Open-Air Market vendors.
- i. PARKING. Parking for market customers will be available in Village-owned lots and on-street parking on a non-exclusive basis. Parking for market vendors will be available in Village-owned lots at no charge on a non-exclusive basis. Vendors may not park in on-street parking spaces.
- j. ELECTRIC. The Village agrees to provide to Bensidoun adequate electric service for the vendors during market hours on the Premises at no charge.
- k. TRASH REMOVAL. Bensidoun shall clear all debris from the surface of the Premises by sweeping and hosing off the surface at the termination of each Market Day. The Chamber agrees to provide Bensidoun with facilities to dispose of up to ten 33-gallon trash bags per Market Day. Trash, refuse, or recycling generated by the operation of the market shall not be left on the Premises at the conclusion of each Market Day.
- l. DESIGNATED REPRESENTATIVE. Bensidoun shall designate in writing a market manager who shall be responsible for managing the general operations of the Open-Air Market and the Bensidoun use of the Premises. The market manager shall be readily accessible by telephone and upon request of the Village or Chamber, shall be available to be present at the Premises within a reasonable period of time. Bensidoun shall immediately notify the Village and Chamber in writing of any change in the identity and telephone number of the market manager.
- m. MARKET STAFFING. Bensidoun shall provide all necessary staff for the installation and takedown of the market. While the Village and Chamber may assist

with outreach to solicit workers, Bensidoun shall be responsible for providing staff to install/take down Bensidoun equipment.

- n. **RULES AND REGULATIONS.** The Village shall have the right from time to time upon notice thereof to Bensidoun, to prescribe reasonable rules and regulations, which in its reasonable judgment will be desirable for the use of the Premises as an Open-Air Market. Bensidoun agrees to comply with all such rules and regulations provided all such rules and regulations shall not contradict any right expressly or by implication granted to Bensidoun herein. A violation of such rules and regulations shall constitute default by Bensidoun under this Agreement. Bensidoun agrees that vendors will abide by the rules attached as Exhibit B, and made a part hereof, and that Bensidoun will enforce the rules. Bensidoun shall comply with any rules or regulations of the underlying property owners, including requirements by DuPage County, the Union Pacific Railroad Company, Metra (including but not limited to fencing), and the Village.
- o. **MARKETING.** Bensidoun shall provide marketing for the Open-Air Market through a combination of press releases, advertisements, and flyers. The Chamber shall provide marketing for the Open-Air Market through a combination of banners, Village and Chamber newsletters, Village and Chamber digital media and Village cable access at no cost to Bensidoun.
- p. **TOILET FACILITIES.** Bensidoun shall either provide a portable toilet for customers and vendors or shall make arrangements with a nearby business for the use of toilet facilities.
- q. **CONDITION OF PREMISES.** The Village will deliver possession of the Premises to Bensidoun in good order, condition and repair with normal wear and tear expected on or before 5:00am the morning of each Market Day. Except for damage caused by Bensidoun or any vendor, its agents, employees, successors, and assigns (the “Bensidoun Parties”), the Village shall, at its sole cost and expense, be responsible for any and all repairs for damage to Premises sustained at any time other than during hours of operation, set-up or break-down on Market Days. Bensidoun shall, at its sole cost and expense, be responsible for any and all repairs for damage to the Premises arising from the misuse or damage to Premises by the Bensidoun Parties. If landscaping around the Premises is damaged by the Bensidoun Parties following any of the Markets Days, Bensidoun shall repair or replace the landscaping to the reasonable satisfaction of the Village. Upon termination of this Agreement by lapse of time or otherwise, Bensidoun shall

present the Premises to the Village in good order, condition, and repair, with normal wear and tear expected.

- r. ALTERATIONS AND ADDITIONS. Bensidoun and its vendors, its agents, employees, successors and assigns shall make no alteration, addition, improvement or change in or to the Premises which is not removed after each Market Day.
5. MARKET SEASON FEE. In advance of each Market Season, Bensidoun will pay the Chamber \$1,000 as a fee (the "Market Season Fee") to allow the market and to conduct the marketing for the event. If the average weekly attendance reaches 36 booths during any Market Season, the following season Bensidoun will pay the Chamber \$2,000 as the Market Season Fee. If the average weekly attendance does not reach 36 booths during any Market Season, the following season Bensidoun will pay the Chamber \$1,000 as the Market Season Fee.
6. ASSIGNMENT. Bensidoun shall not assign this Agreement or any portion thereof, or allow the use of the Premises by any person, firm or entity other than Bensidoun and its vendors.
7. COMPLIANCE WITH LAWS. Bensidoun shall comply with all of the requirements of all governmental authorities and insurance carriers pertaining to the use of the Premises for which the Village or Bensidoun shall hereafter carry.
8. WAIVER; RISK OF LOSS. Neither the Village, Chamber, nor any of its officers, directors, agents, employees, members and affiliated entities shall be liable for any accident, injury or death, loss or damage resulting to any person or property sustained by Bensidoun or Bensidoun's agents, employees, and/or invitees, anyone claiming by or through Bensidoun or any vendor or customer on the Premises, without limitation, for tortuous or criminal acts of third parties. The Village and Chamber shall have no obligation or duty to provide security services, traffic direction or police services for the Premises. All property of Bensidoun or Bensidoun's agents, employees, and/or invitees, anyone claiming by or through Bensidoun to be a user of the Premises shall be at the risk of the Bensidoun or such other person only, and the Village and Chamber shall not be liable for any damage thereto, including, without limitation, theft or vandalism of any vehicles at the Premises. Further, the Village and Chamber shall have no responsibility or liability for any property or equipment of Bensidoun's or Bensidoun's customers, agents or vendors, which is left unattended, including, without limitation, canopies or tent structures. Nothing in this Agreement shall be interpreted to waive any immunities or privileges provided to the Village, as an Illinois Municipal Corporation under Illinois Statutory or Common Law.

9. HOLD HARMLESS AND INSURANCE.

- a. Bensidoun shall carry insurance during the entire Term hereof insuring Bensidoun, and insuring, as additional named insured, the Village and Chamber and its officers, appointed and elected officials, volunteers, agents, employees, and affiliated entities, as their interests may appear, with commercial general liability insurance (including the broad or extended liability endorsement) during the entire Term hereof with terms and in companies satisfactory to the Village to afford protection to the limits of not less than \$5,000,000 for combined single limit bodily injury and property damage liability per occurrence. Insurance shall cover Bensidoun's use of the Premises on Market Days. The insurer shall be subject to the reasonable approval of the Village.
- b. Bensidoun, to the greatest extent permitted under Illinois law, shall defend, hold harmless, and indemnify the Village and Chamber for any and all claims, actions, causes of action, demands, costs, including reasonable attorney's fees, resulting from Bensidoun and its vendees operation of the Open-Air Market and possession of the Premises only up to the available proceeds provided for under the terms of the insurance policy secured for the benefit of Bensidoun, the Village and the Chamber pursuant to the terms of Paragraph 10a and in no event shall Bensidoun's indemnity obligations hereunder exceed the amount of proceeds available under Bensidoun's insurance policies.
- c. Bensidoun shall, prior to the commencement of the Term, furnish to the Village and the Chamber certificates evidencing such coverage, which certificates shall state that such insurance coverage may not be changed or canceled without at least a thirty (30) day prior written notice to the Village and the Chamber.
- d. Throughout the entire Term of this Agreement, Bensidoun shall maintain the insurance coverage required by Union Pacific Railroad under Exhibit C attached hereto and made a part hereof.
- e. Not more frequently than once every two years, Bensidoun may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- f. All insurance correspondence related to Union Pacific Railroad shall be directed to: Real Estate Department, 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690, Folder No. 00227-95.

10. DEFAULT BY BENSIDOUN.

(a) If Bensidoun defaults in the performance of any obligation hereunder, the Village may, pursuant to paragraph (b) below, at its option and in addition to any other rights or remedies hereunder or otherwise available at law or in equity, terminate this Agreement and the right of Bensidoun (and any and all users) to use the Premises. Neither Bensidoun nor any vendor or other person claiming through or under Bensidoun shall be entitled to possession or to remain in possession of or use the Premises but shall forthwith quit and surrender the Premises, and the Village may exclude Bensidoun (including, without limitation, any or all Bensidoun's vendors) access to the Premises.

1. The Village shall provide Bensidoun written notice of any alleged default, which Bensidoun shall have 10 business days to cure (or such longer period as may be necessary to cure such default provided Bensidoun has commenced to cure such default within the 10 business day period and diligently pursues to cure such default until completion), prior to the Village exercising any termination rights or options pursuant to this paragraph. Notwithstanding the foregoing, for any default by Bensidoun or its agents, employees, vendors or invitees which the Village reasonably considers detrimental to the Public Safety, Health, Operations and Good Order of the Village, the Premises, or property owner located within one-half mile of the Premises, the Village shall provide Bensidoun written notice of any alleged default, which Bensidoun shall have 48 hours to cure, prior to the Village exercising any termination rights or options pursuant to this paragraph.
2. The Village shall have the right, among other remedies, to enter the Premises and exclude Bensidoun (including, without limitation, any or all of Bensidoun's permit users or permit vehicles) therefrom and remove any or all of their property and effects from the Premises. Bensidoun shall pay to the Village upon demand the expense and costs for removal and/or storage of vehicles, any and all repairs to the Premises and all other costs arising from Bensidoun's default, including but not limited to attorney's fees and expenses.
3. In the event of any litigation arising as a result of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to be reimbursed from the non-prevailing party in such litigation for reasonable fees and expenses incurred by the prevailing party in connection with such litigation including, without limitation, attorneys' fees and court costs as determined by a court of law.

4. To the fullest extent permitted by law, neither Bensidoun, nor its principals, officers, shareholders, agents or employees shall be jointly, severally or individually liable for damages of any type related to or arising out of this Agreement in excess of the proceeds available under Bensidoun's insurance policies secured pursuant to the terms of Paragraph 10a, whether such liability is based in contract, tort, strict liability or another theory of liability.

(b) NOTICES. All notices to be given hereunder shall be given in person or by registered or certified mail, returned receipt requested or by overnight delivery by a nationally recognized overnight delivery service, addressed to the parties as follows, or at such other place as either of them may hereafter designate for itself by notice in writing to the other.

To Village: Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137
Attn: Community Development Director

To Bensidoun: Bensidoun USA, Inc.
405 N. Wabash St.
Unit 3404
Chicago, Illinois 60611
E-mail to: bensidoun@yahoo.com

Lawrence J. Feller
Horwood Marcus & Berk Chtd.
500 West Madison Street, Ste. 3700
Chicago, Illinois 60661

To Chamber: Glen Ellyn Chamber of Commerce
810 N Main Street
Glen Ellyn, Illinois 60137
Attn: Director

Any such notice shall be deemed given when personally delivered or upon being mailed as aforesaid, however, the 48-hour notice is to be delivered by overnight courier.

13. AUTHORIZATION. Each party has full right, power and authority to enter into this Agreement and to perform its obligations thereunder, and the execution, delivery, and performance of this Agreement shall not, nor shall the observance or performance of any of the matters and things herein set forth, violate or contravene any provision of law or of the charter of by-laws of either such party or of any indenture or other agreement of or affecting either party. All necessary and appropriate action has been taken on behalf of each party to authorize the execution and delivery of this Agreement. This Agreement is the valid and binding Agreement of each party in accordance with its terms. This Agreement may be executed in one or more counterparts, each such counterpart (including facsimiles and electronic signatures) to be considered an original portion of this Agreement.

14. DAMAGE/DESTRUCTION. If the Premises or any part thereof is so damaged by fire or other casualty, and such damage is not caused by negligence or willful misconduct of Bensidoun, the Village shall immediately restore the same to substantially the condition which they were in immediately prior to the happening of such damage. If such damage to the Premises unreasonably interferes with Bensidoun's ability to operate the Open-Air Market at the Premises for more than one (1) Market Day, Bensidoun shall have the right to terminate this Lease effective as of the date of such damage or casualty by giving written notice to the Village.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CHAMBER:

The Glen Ellyn Chamber of Commerce
an Illinois Not-For-Profit corporation

By:

Its:

VILLAGE:

The Village of Glen Ellyn
an Illinois Municipal Corporation

By:

Its:

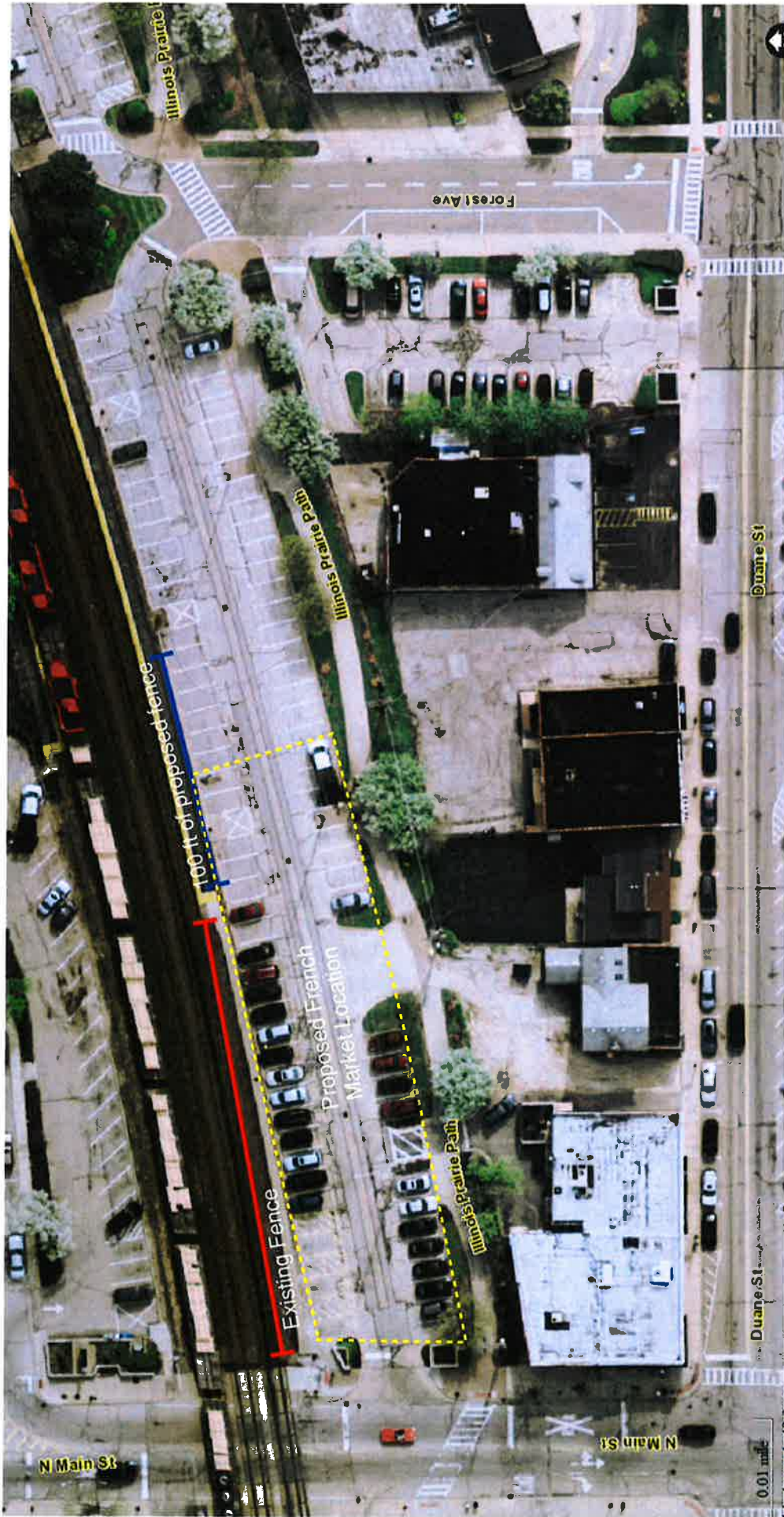
BENSIDOUN:

Bensidoun USA, Inc.
an Illinois corporation

By:

Its:

GIS consortium MapOffice™
Glen Ellyn French Market Location



0.01 mile
1 inch equals 12 feet
© 2011 GIS Consortium, Inc. All Rights Reserved.
This map is for general informational purposes only. Although the information is believed to be generally accurate, the user should independently confirm the accuracy. A Registered Land Surveyor should be consulted to determine precise location boundaries, etc.

Bensidoun USA Midwest Markets 2020 Application

**Bensidoun USA, Inc. Midwest Markets – 2020 season Vendor Rules and Regulations page 1 of 2**

For these rules and regulations, “Market Hours” means the advertised hours of operation. “Promoter” means Bensidoun USA, Inc., “Space,” means the area rented by the Vendor from the Promoter. “Vendor” means an applicant confirmed to participate in a market by the Promoter. “Vendors” means each applicant confirmed to participate in a market by the Promoter. The Promoter reserves the right to adjust the rules and regulations as it deems necessary or appropriate to better serve the buying public, maintain fair market competition among Vendors or respond to changing conditions or circumstances. All Vendors will be promptly notified of any such changes.

1. Vendors must comply with all applicable Federal, State and local laws, rules and regulations, including but not limited to those related to health and licensing. Food Vendors are responsible for complying with applicable health and sanitation requirements and must be permitted by the County Health Departments of the markets they attend.
2. Vendors offering food products must provide an ACORD certificate of Liability Insurance listing Bensidoun USA, Inc. as additional insured prior to participation in the market.
3. Vendors are responsible for collecting and reporting all applicable Federal, state and local taxes and will provide their tax identification number before attending market. Bensidoun USA will be reporting monthly vendor participation at the Geneva French market to the City of Geneva and vendors not remitting local sales tax will be barred from participation at this market.
4. The Promoter has the right to restrict products sold or displayed by Vendor to those that Promoter deems appropriate for a family audience. In addition, Vendors shall only sell products that are of good quality, which they have lawfully obtained, manufactured or grown.
5. Vendors must be prepared to sell at the start of market hours and must continue to sell until the close of market hours and will be banned from market participation after the third violation of arriving late or leaving early. Loading and unloading will occur only before and after market hours.
6. Vendors must haul out any garbage generated during business and must leave their booth’s space swept clean of any refuse.
7. Vendors will abide by the parking/loading and unloading rules and regulations of the Markets that such Vendor participates in. Vendors may not park anywhere on the market site during hours of operation without express permission by the site supervisor. Vendors may not unload/load their vehicle(s) from the drive-through aisle of the Market. At the end of the market, Vendors must pack up all goods completely before bringing a vehicle on the site for loading.
8. Vendors must keep their spaces as clean as possible during Market Hours and will always be polite with customers, using their best efforts to enthusiastically sell their products.
9. Vendors will cooperate with and participate in promotions organized by the Promoter (for example, contributing a reasonable amount of vendor product towards Market customer giveaways) and may be asked to provide information for publicity.
10. If Promoter determines, in its sole discretion, that Vendor is not selling appropriate products, or that Vendor or its employee’s conduct is inappropriate at any point in time, the Promoter may request the Vendor vacate its space immediately. The Vendor agrees to comply with any such request. The Promoter will have the right to prohibit any such Vendor from leasing future space.
11. The Vendor will ensure that the canopy over its space is fully rolled out and securely tied at all points to metal framework and will inspect the canopy over its space regularly during the Market Hours to ensure that it remains securely tied. The Vendor understands that the canopy may become untied during the market especially on windy or gusty days and Vendor will be especially alert and vigilant at these times. The Vendor will report any defects in the canopy fabric, woodwork, ties and framework to the Promoter immediately. If Promoter advises Vendor that Promoter deems the approaching weather conditions hazardous, Vendor shall untie and roll back the canopy. Vendor understands that severe injury may result if the canopy detaches from the framework and becomes airborne due to high wind and accepts responsibility for any negligence on its part if this occurs. Vendor must roll back their canopy(s) at end of market day.
12. Vendor acknowledges and agrees that assignment of booth location at each French or Farmers Market on each date is in the sole and absolute discretion of Bensidoun USA, Inc. and its agents. Assignment to Vendor of a booth location at a French or Farmers Market on a specific date does not guarantee or constitute an agreement by Bensidoun USA, Inc. to provide that same location to Vendor on future dates.
13. Vendor acknowledges and agrees a) Vendor shall not be entitled to a refund for any fees paid for failure to participate in a Bensidoun USA, Inc. Market that such vendor has been accepted to; and b) Vendor shall be assessed a \$20.00 cancellation penalty if such vendor fails to provide 24-hour cancellation notice

Bensidoun USA Midwest Markets 2020 Application

**Bensidoun USA, Inc. Midwest Markets – 2020 season Vendor Rules and Regulations page 2 of 2**

14. Vendor certifies that all persons assisting in the Vendor's booth have read and fully understands these rules and regulations and will abide by them.

15. Vendor understands that none of the following conditions guarantees participation by such vendor in a particular market and/or for a particular date or a particular vendor space in a market: 1) the receipt of this application, 2) the acceptance of this application by Bensidoun USA, 3) the designation of eligibility status of a Vendor to participate in the Bensidoun USA, Inc. markets on either a full-time or part-time basis, 4) payment by vendor or 5) prior participation by a Vendor in any market. Bensidoun USA retains the right at any time, including during the operation of a market, to reject participation of a vendor in a market in its sole discretion, and to issue a refund of vendor payment as the vendor's sole remedy. At the sole discretion of Bensidoun USA, any payment received for a market may be reallocated by Bensidoun USA to 1) a different date, location or time based on events that occur after the remittance of payment; 2) or to any outstanding fees /penalties owed to Bensidoun USA, Inc. by vendor. This application will be used by Bensidoun USA, Inc. to assess vendors for their appropriateness and potential eligibility for participation in specific Bensidoun USA Midwest Markets.

16. All decisions regarding the eligibility of a vendor for participation in a market will be made solely at the discretion of Bensidoun USA, Inc. and shall not be contestable by vendor.

17. I agree to abide by the **ADVERTISING POLICY** Distribution of any form of advertising or business promotion at any Bensidoun USA Inc. French or Farmers Market is strictly prohibited with the following exceptions. A.) Advertising or Business Promotion is for a Bensidoun USA, Inc. Event OR B.) Advertising or Business promotion is distributed by the vendor listed in the advertising or business promotion and the vendor name, name of business and location of business is identical to the vendor name, name of business and location of business registered with Bensidoun USA, Inc. and no other vendor, group of vendors or event or location that represents or utilizes multiple vendors may be represented in any manner in the advertising or business promotion OR C.) Advertising or business promotion has been approved by Bensidoun USA, Inc. Midwest market Manager or Senior Executive officer prior to distribution. Vendors distributing advertising or Business promotion outside of these guidelines will immediately be banned from any future participation in a Bensidoun USA, Inc. market.

18. By completing this application vendor understands and agrees that this information may be released to other agencies and used in marketing/advertising campaigns.

19. The markets are not to be used as a business expo, downline recruiting event or home party lead generator.

20. **Produce vendors must clearly display the origin (State) of all their products during all market hours and produce must be regional (Illinois and States bordering Illinois) unless prior written approval from Bensidoun USA has been given.**

21. Vendors are solely responsible for all payments for confirmed dates and may not share or sublet its booth(s).

22. There is no smoking or vaping allowed within 20 feet of any portion of the market

23. Vendors may not bring pets to the market (including dogs) unless the animal is kept in a kennel. Service animals are welcome.

24. In the event an individual market season should (a) begin later or end earlier than as set forth in this Vendor Application, or (b) be canceled in its entirety, Licensor shall: (x) notify all Vendors whose reservations have been affected by such change, and (y) within 120 days of such notification, refund any unused portion of rent paid or deposited by each such Vendor for the market season that has been modified, less any outstanding financial obligation owed by such Vendor to Licensor as determined by Licensor in its reasonable discretion, including, but not limited to, any other market rents, fees or fines due from such Vendor to Licensor. Such refund shall constitute each such Vendor's only recourse against Licensor about any such market season modifications."

25. In the event the hours of operation, days of operation or location of a market should materially change from the terms set forth in this Vendor Application and such changes are reasonably unacceptable to a Vendor, such Vendor must deliver to Licensor a written objection to such changes. Within 120 days of Licensor's receipt of such written objection, Licensor shall refund any unused portion of rent paid or deposited by such Vendor for the market that has been modified, less any outstanding financial obligation owed by such Vendor to Licensor as determined by Licensor in its reasonable discretion, including, but not limited to, any other market rents, fees or fines due from such Vendor to Licensor. Such refund shall constitute such Vendor's only recourse against Licensor about any such market modifications.

I have read pages 1-9 of the Bensidoun USA Inc. Midwest French and Farmers Markets 2020 Information and Application for Vendors, understand and agree to abide by all the terms, policies and rules and regulations expressed in this application.

Vendor Applicant Signature: _____ **Date:** _____

Union Pacific Railroad
Contract Insurance Requirements
Lease of Land

Lessee shall, at its sole cost and expense, procure and maintain during the life of this Lease (except as otherwise provided in this Lease) the following insurance coverage:

- A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage). The policy must also contain the following endorsement, which must be stated on the certificate of insurance: Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Premises" as the Designated Job Site.
- B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Premises" as the Designated Job Site.
 - Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.
- C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to: Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement. Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.
- If Lessee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable. In any and all Claims against Lessor by any employee of Lessee, Lessee's indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under any workers compensation acts, disability benefits acts or other employee benefits acts.
- D. Pollution Liability insurance. If permitted use as defined in this Lease includes any generation, handling, enrichment, storage, manufacture, or production of hazardous materials pollution liability insurance is required. Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If hazardous materials are disposed of from the Premises, Lessee must furnish to Lessor evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

- E. Umbrella or Excess insurance. If Lessee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

- F. All policy(ies) required above must include Lessor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 11 (or a substitute form providing equivalent coverage). The coverage provided to Lessor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 11, provide coverage for Lessor's negligence whether sole or partial, active or passive, and shall not be limited by Lessee's liability under the indemnity provisions of this Lease.
- G. Lessee waives all rights against Lessor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employers' liability or commercial umbrella or excess liability insurance obtained by Lessee required by this agreement.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Lease, or (b) all punitive damages are prohibited by all states in which the Premises are located.
- I. All insurance policies must be written by a reputable insurance company acceptable to Lessor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Premises are located.
- J. The fact that insurance is obtained by Lessee, or by Lessor on behalf of Lessee, will not be deemed to release or diminish the liability of Lessee, including, without limitation, liability under the indemnity provisions of this Lease. Damages recoverable by Lessor from Lessee or any third party will not be limited by the amount of the required insurance coverage.



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

Meeting: 05/26/20 07:00 PM
Department: Glen Ellyn Village Board
Department Head: Lindsey Kaminsky
Category: Agreement
Prepared By: Lindsey Kaminsky

SCHEDULED

AGENDA ITEM (ID # 4492)

DOC ID: 4492

Motion to Approve an Intergovernmental Agreement with the Village of Lombard concerning Fire Protection and EMS Services for Certain Properties located within the North Fire Special Service Area (Village Manager Franz)

Background: The Village of Lombard and Village of Glen Ellyn have a long history of collaborating to provide efficient and effective service to their respective communities. One issue that has arisen over the years is fire and EMS service. To that end, the Villages have drafted an intergovernmental agreement transferring responsibility for fire and EMS services for certain unincorporated properties currently being served by the Fire Company to the Lombard Fire Department.

Discussion: The Glen Ellyn Volunteer Fire Company has historically provided fire protection to some unincorporated areas within the Glen Ellyn Planning Boundaries. This service was provided at no cost to property owners until the North and South Fire Special Service Areas were established by the Village. The properties located in these SSA's are now assessed a tax to cover the cost of fire protection equivalent to properties within the village. The North Fire SSA consists of unincorporated properties north of Village limits, east of Bloomingdale Road, south of Illinois 64 and west of Interstate 355.

There is a group of single family homes located in the North Fire SSA that are inaccessible from west of Interstate 355. These properties include 100-p1031 Grove Ln. and five properties on Meadow Ln., off of Pleasant Ln., just west of 355. When responding to emergencies in this area, Glen Ellyn resources must travel across I-355 to Route IL-53, and then back across I-355 to reach their destination. This leads to an extended response time. The Lombard Fire Department has resources much closer to the subject properties, and could provide service in a more timely manner.

This agreement provides that Lombard will provide fire protection and EMS services to the subject properties. In exchange, Glen Ellyn will remit the SSA property tax receipts for the subject properties to Lombard.

This agreement shall remain in effect until cancelled by either party with six-month notice. It may be desirable to cancel the agreement in the event that access to the properties is ever provided from west of Interstate 355.

Cost: Approximately \$10,000 annually based upon SSA property tax receipts.

Recommendation: Staff recommends the Board of Trustees approve an intergovernmental agreement with the Village of Lombard concerning fire protection and EMS services for certain properties within the North Fire Special Service Area

Agenda Item (ID # 4492)

Meeting of May 26, 2020

ATTACHMENTS:

- IGA with Lombard-2020-05-19 (PDF)

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
LOMBARD AND THE VILLAGE OF GLEN ELLYN IN REGARD TO THE PROVISION
OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES BY THE VILLAGE
OF LOMBARD TO CERTAIN PROPERTY LOCATED IN UNINCORPORATED
DUPAGE COUNTY, BUT CURRENTLY PROVIDED WITH FIRE PROTECTION AND
EMERGENCY MEDICAL SERVICES BY THE VILLAGE OF GLEN ELLYN**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “Agreement”), is entered into this _____ day of _____, 2020, by and between the VILLAGE OF LOMBARD (hereinafter referred to as “LOMBARD”) and the VILLAGE OF GLEN ELLYN (hereinafter referred to as “GLEN ELLYN”). (LOMBARD and GLEN ELLYN are hereinafter sometimes individually referred to as a “Party” or collectively as the “Parties”)

W I T N E S S E T H

WHEREAS, GLEN ELLYN has established the North Glen Ellyn Fire Protection Special Service Area (hereinafter referred to as the “Fire Protection SSA”) pursuant to GLEN ELLYN Ordinance No. 5822 (hereinafter referred to as the “SSA Ordinance”), adopted on November 23, 2009 and recorded with the DuPage County Recorder of Deeds on December 22, 2009 as Document No. R2009-191157, which includes, along with other properties, the properties legally described in **Exhibit A** and depicted in **Exhibit B**, attached hereto and made a part hereof (hereinafter referred to as the “Subject Properties”); and

WHEREAS, the Fire Protection SSA was established for the purpose of financing the provision of fire protection and emergency medical services (hereinafter referred to as the “Services”) to the Subject Properties, along with other properties; and

WHEREAS, residents of these subject properties are currently considered Glen Ellyn residents with respect to EMS billing purposes.

WHEREAS, LOMBARD and GLEN ELLYN desire to work cooperatively to provide the Services to the Subject Properties in the most efficient and cost effective manner; and

WHEREAS, LOMBARD operates a municipal fire department, which is duly qualified and able to provide the Services to the Subject Properties; and

WHEREAS, LOMBARD and GLEN ELLYN have determined that, given the location of the Subject Properties, LOMBARD is best situated and equipped to provide the Services to the Subject Properties; and

WHEREAS, GLEN ELLYN desires to have LOMBARD provide the Services to the Subject Properties and is willing to pay LOMBARD, in relation thereto, the revenue generated by the Fire Protection SSA from Subject Properties, on an annual basis, in exchange for LOMBARD providing the Services to the Subject Properties, pursuant to the terms and conditions of this Agreement; and

WHEREAS, LOMBARD is willing to provide the Services to the Subject Properties, for the annual payment by GLEN ELLYN to LOMBARD, as referenced above, pursuant to the terms and conditions of this Agreement; and

WHEREAS, LOMBARD and GLEN ELLYN desire to set forth their respective obligations regarding the provision of the Services to the Subject Properties; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide authority for intergovernmental cooperation; and

WHEREAS, it is in the best interests of LOMBARD AND GLEN ELLYN to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. **INCORPORATION OF PREAMBLES.** The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.
2. **TERM.** This Agreement shall commence on the Effective Date, as defined below, and may be terminated at any time for any reason by either Party by giving six (6) months advanced written notice of termination to the other Party. Upon termination, the Parties shall cooperate in notifying DU-COMM of the change that will occur.
3. **LOMBARD OBLIGATIONS.** In relation to the Subject Properties, LOMBARD agrees to:
 - A. Beginning on July 1, 2020, provide the Services to the Subject Properties, under the terms and conditions of this Agreement, in the same manner as LOMBARD provides the Services within the corporate limits of LOMBARD.
 - B. Charge these subject properties an amount equivalent to a LOMBARD resident, but will not balance bill for EMS costs, as set forth in Title 9, Chapter 91, Sections 91.20 and 91.21 of the Lombard Village Code, as may be amended from time to time, not including the in connection with providing emergency medical services to the Subject Properties.
4. **GLEN ELLYN OBLIGATIONS.** In relation to the Subject Properties and LOMBARD's provision of the Services thereto, GLEN ELLYN agrees to:
 - A. Not take any action, during the term of this Agreement, to amend or terminate the Fire Protection SSA in a manner that removes the Subject Properties therefrom, or reduces the tax rate against the Subject Properties from the Fire Protection SSA, to less than that levied against the other properties in the Fire Protection SSA;

- B. Take all necessary actions on an annual basis during the term of this Agreement to levy real estate taxes against the Subject Properties, along with all other properties within the Fire Protection SSA, as permitted under the SSA Ordinance (hereinafter referred to as the “SSA Tax Levy”);
 - C. Take all necessary actions during the term of this Agreement to collect the real estate taxes levied pursuant to the SSA Tax Levy;
 - D. Pay to LOMBARD before January 1st and July 1st of each year, the amount received by GLEN ELLYN, pursuant to the SSA Tax Levy, during the prior six (6) month period from the Subject Properties, to compensate LOMBARD for providing the Services;
 - E. Pay to LOMBARD, after termination of this Agreement, all real estate tax revenues received by GLEN ELLYN, pursuant to the SSA Tax Levy, related to late or delinquent tax receipts, to the extent that the real estate tax receipts relate to real estate taxes that accrued during the time that LOMBARD was providing the Services to the Subject Properties under this Agreement;
 - F. Provide LOMBARD, at the time a payment is made to LOMBARD under this Agreement, an accounting of the amount levied against each of the Subject Properties, pursuant to the SSA Tax Levy, based on the real estate tax bills for each of the Subject Properties. The accounting shall consist of a spreadsheet listing each PIN comprising the Subject Properties, and the amount levied against each PIN pursuant to the SSA Tax Levy.
5. **DU-COMM COORDINATION.** The Parties shall take all necessary actions to cause DU-COMM to dispatch LOMBARD’s Fire Department as the primary service provider of the Services to the Subject Properties during the term of this Agreement.
6. **PAYMENTS AND PRORATIONS.**
- A. For any year in which LOMBARD does not provide the Services to the Subject Properties for three hundred sixty-five (365) days, the amount of money owed to LOMBARD by GLEN ELLYN under this Agreement

shall be prorated on a day for day basis, based on the amount of the SSA Tax Levy for the Fire Protection SSA relative to the Subject Properties, for the applicable year, divided by three hundred sixty-five (365), which shall be used as the daily proration rate.

B. The Parties acknowledge and agree, notwithstanding that real estate taxes are paid in arrears, that the amount of GLEN ELLYN's obligation to make payments to LOMBARD for providing Services under this Agreement shall be based on the real estate tax revenues received, or that should have been received, in the year that Services are provided by LOMBARD to the Subject Properties.

C. Payments due and unpaid under this Agreement shall bear interest in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

7. **TERMINATION FOR BREACH.** This Agreement may be terminated immediately by either Party in the event of the other Party's material breach of any of its obligations under this Agreement, provided that, the breaching Party has failed to cure any such breach within fourteen (14) days after receiving written notice of same from the non-breaching Party.
8. **EMERGENCY MEDICAL FEES.** The Parties acknowledge that LOMBARD has the right to and shall charge emergency medical service fees, in the amount charged to a LOMBARD resident, but will not balance bill for EMS costs, as set forth in Title 9, Chapter 91, Sections 91.20 and 91.21 of the

Lombard Village Code, as may be amended from time to time, in connection with providing emergency medical services to the Subject Properties.

9. **RELATIONSHIP OF THE PARTIES.** Nothing in this Agreement shall be deemed to create any joint venture or partnership between the Parties. Neither LOMBARD nor GLEN ELLYN shall have the power to bind or obligate the other except as to the extent expressly set forth in this Agreement.
10. **NO THIRD-PARTY BENEFICIARIES.** Notwithstanding any provision herein to the contrary, this Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a Party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against LOMBARD and/or GLEN ELLYN.
11. **NO WAIVER OF TORT IMMUNITY DEFENSES.** Nothing contained in this Agreement, is intended to constitute, nor shall constitute, a waiver of the defenses available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*) with respect to claims by third parties.
12. **COMPLIANCE WITH LAWS.** The Parties shall comply with all applicable federal, state, county, and local statutes, ordinances, rules, regulations, and codes.

13. **NOTICES**. Notice or other writings which either Party is required to, or may wish to, serve upon the other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to LOMBARD:

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

with copy to:
Fire Chief
Village of Lombard
50 E. St. Charles Road
Lombard, Illinois 60148

If to GLEN ELLYN:

Village Manager
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137

with copy to:
Fire Chief and Administrator
Glen Ellyn Volunteer Fire Company
524 Pennsylvania Ave,
Glen Ellyn, IL 60137

- or to such other address, or additional parties, as either Party may from time to time designate in a written notice to the other Party. Service by certified mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.
14. **COUNTERPARTS**. This Agreement shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.
15. **ENTIRE AGREEMENT**. This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the subject matter contained herein. There are no representations, agreements, arrangements or understandings,

oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

16. **EFFECTIVE DATE**. This Agreement shall be deemed dated and become effective on the date on which the last of the Parties executes this Agreement as set forth below, which date shall be inserted on the first page hereof.

IN WITNESS WHEREOF, LOMBARD, pursuant to authority granted by the adoption of a [Motion/Resolution] by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk; and GLEN ELLYN, pursuant to authority granted by the adoption of a [Motion/Resolution] by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk.

VILLAGE OF LOMBARD

By: _____
Keith T. Giagnorio
Village President

Date: _____

ATTEST:

Sharon Kuderna
Village Clerk

Date: _____

VILLAGE OF GLEN ELLYN

By: _____
Diane McGinley
Village President

Date: _____

ATTEST:

John Chereskin
Village Clerk

Date: _____

STATE OF ILLINOIS)
) SS
 COUNTY OF DuPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Keith T. Giagnorio and Sharon Kuderna, personally known to me to be the Village President and Village Clerk of the Village of Lombard, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk they signed and delivered the signed instrument, pursuant to authority given by the Village of Lombard, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Lombard, for the uses and purposes therein set forth, and that said Village Clerk, as custodian of the corporate seal of said Village of Lombard, caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village of Lombard, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2020.

 Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
 COUNTY OF DuPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Diane McGinley and John Chereskin, personally known to me to be the Village President and Village Clerk of the Village of Glen Ellyn, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk they signed and delivered the signed instrument, pursuant to authority given by the Village of Glen Ellyn, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Glen Ellyn, for the uses and purposes therein set forth, and that said Village Clerk, as custodian of the corporate seal of said Village of Glen Ellyn, caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village of Ellyn, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2020.

 Notary Public

My Commission Expires: _____

Exhibit A**Legal Description of Subject Properties**

Lots 11 and 12 in Milton Township Supervisor's Assessment Plat No. 1, of part of the East ½ of Section 1, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded August 23, 1943 as document 452574, in DuPage County, Illinois;

PINs: 05-01-204-063 and -028;

Common Addresses: 650 West Pleasant Lane and 21W270 Pleasant Lane, Lombard, Illinois 60148.

Lots 2 and 3 in John H. Wubbel's Survey for Assessment Purposes of Lots 26 and 27 in the Subdivision of the Selby Hoyle Farm, Unit 2, Being a Subdivision of part of the Northeast Quarter of Section 1, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat of said John H. Wubbel's survey recorded April 26, 1955 as document 754443, in DuPage County, Illinois;

PINs: 05-01-204-008 and 009;

Common Addresses: 500 Grove Lane and 1N510 Grove Lane, Lombard, Illinois 60148.

Lots 1 through 29, inclusive, and Outlot A in The Enclave Subdivision, a subdivision of part of the West ½ of the Northeast ¼ and the West ½ of the Southeast ¼ of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, DuPage County, Illinois;

PINs: 05-01-208-001, -002, -003 and -004; 05-01-209-001, -002, -003, -004 and -005;

05-01-400-002, -003, -004, -005, -006, -007, -008, -009, -010, -011 and -012;

05-01-415-001, -002, -003, -004, -005, -006, -007, -008, -009 and -010;

Common Addresses: 1000, 1002, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029 and 1031 Grove Lane; and the detention pond located at 1001 and 1003 Grove Lane, and East of 1005, 1007, 1009, 1011, 1013, 1015 and 1017 Grove Lane; Lombard, Illinois 60148.

Lots 39 and 40 in Milton Township Supervisor's Assessment Plat No. 1, of part of the East ½ of Section 1, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded August 23, 1943 as document 452574, in DuPage County, Illinois;

PINs: 05-01-403-001, -003, -004, -015 and -016;

Common Addresses: 641, 651, 653 and 659 West Meadow Avenue, and 21W251 Meadow Avenue, Lombard, Illinois 60148.

West 75 feet of Lot 41 in Milton Township Supervisor's Assessment Plat No. 1, of part of the East ½ of Section 1, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded August 23, 1943 as document 452574, in DuPage County, Illinois, along with that part of said Lot 41 described as follows: Commencing at the Northwest corner of said Lot 41; thence North 89 degrees 42 minutes 32 seconds East, being an assumed bearing on the North line of said Lot 41, a distance of 75.00 feet to the West line of the East 75.00 feet of the West 150.00 feet of said Lot 41 for the Point of Beginning; thence South 0 degrees 01 minutes 38 seconds West on said West line of the East 75.00 feet of the West 150.00 feet, a distance of 543.06 feet to the Southerly line of said Lot 41; thence South 84 degrees 47 minutes 26 seconds East on

said Southerly line 74.11 feet; thence North 0 degrees 36 minutes 21 seconds West, 550.16 feet to the North line of said Lot 41; thence South 89 degrees 42 minutes 32 seconds West on said North line 67.73 feet to the Point of Beginning; all in DuPage County, Illinois;

PIN: 05-01-403-019;

Common Address: 641 West Meadow Avenue, Lombard, Illinois 60148.

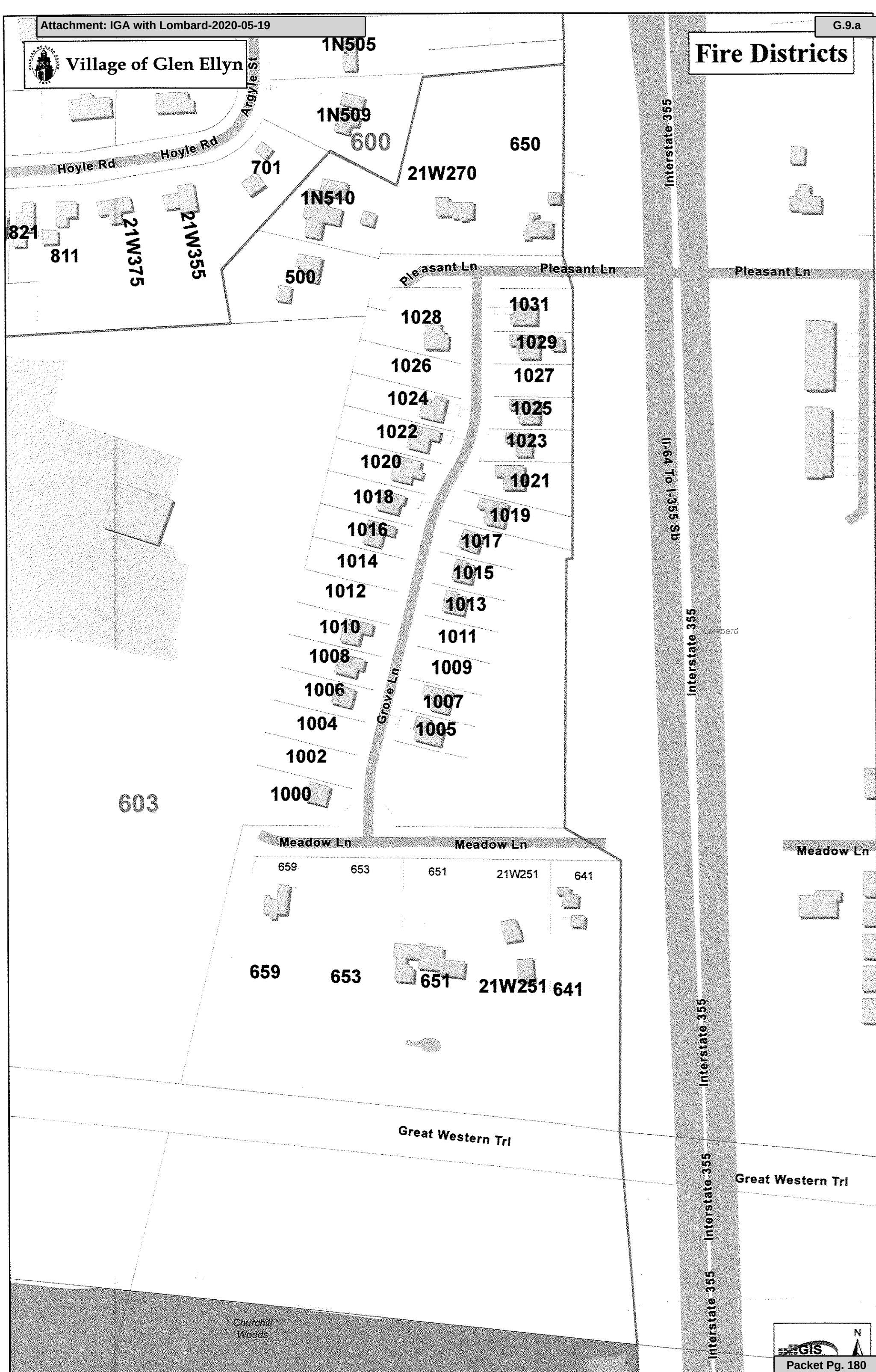
Exhibit B

Depiction of Subject Property



Village of Glen Ellyn

Fire Districts





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

Meeting: 05/26/20 07:00 PM
Department: Community Development
Department Head: Staci Springer
Category: Ordinance
Prepared By: Katie Ashbaugh

SCHEDULED

ORDINANCE 6784

DOC ID: 4480 A

**Ordinance No. 6784, An Ordinance Approving a Construction
Necessitated Zoning Variation from the Maximum Permitted Lot
Coverage Requirement for an Existing Addition on the Property
Located at 685 N. Park Blvd**

Background

The petitioner Steven K. Norgaard, on behalf of the owners of the property located at 685 N. Park Boulevard, Christopher and Sheila Faber, is requesting approval of a construction necessitated zoning variation to allow an existing sunroom addition to remain on an existing single-family home of more than one-story. The existing sunroom is approximately 278 square feet and is located at the rear of the existing home which has a building footprint of 2,782 square feet. The permit application for the existing home was submitted in February of 2002, at which time the maximum permitted lot coverage in effect was 25 percent. The maximum permitted lot coverage was decreased from 25 percent to 20 percent per Ordinance 5035-Z, effective March 1, 2002. The lot coverage for the existing home as permitted was approximately 23.7 percent, rendering the original home legal nonconforming in March 2002. The Faber's are not the original owners of the home.

On December 12, 2007, the Faber's purchased 685 N. Park Boulevard and also 680 Lenox Road, the adjacent lot immediately to the east. In January 2008, they installed a fence surrounding the perimeter of both properties.

On May 11, 2011, a building permit application to install an enclosed sunroom in place of the existing deck to the rear of the home was filed. To ensure that the 680 Lenox Road property could be sold in the future without creating a nonconforming condition on 685 N. Park Blvd., staff required that a Land Transfer be requested to make the 685 N. Park Boulevard lot large enough to allow the sunroom while meeting the 20 percent lot coverage maximum. The Faber's hired a surveyor to prepare the plat and requested the necessary Land Transfer. On June 23, 2011, staff sent the Faber's a letter (see attached) approving a land transfer and requesting a plat of subdivision document depicting the new placement of the shared lot line be submitted. In this letter, it states that the Planning & Development Director would then sign the plat document and that once it was signed, the plat may be recorded. At the close of the letter, Planner Stegall stated that the recorded plat must be submitted to the Village within 30 days of recordation. On July 21, 2011, a handwritten note was made on the exterior permit file label stating "7/21/2011 Resubdivision OK per Michele Stegall but Staci must sign and plat must be recorded with county and returned to us; OK to issue permit". On July 22, 2011, a copy of the plat is dated and signed by the Director and the building permit for the sunroom is issued. The Village Subdivision Code and Land Transfer Application at the time required the applicant to record the plat and return it to the Village within 30 days. The plat was not recorded.

On March 15, 2013, a building permit application to install a patio was filed. Once the work was completed, the patio passed final inspections on June 24, 2013, and the deposit was subsequently

refunded.

On September 25, 2019, the Faber's sold the 680 Lenox Road property. Since the Land Transfer plat had not been recorded to reflect the smaller lot size of 680 Lenox Road and the larger lot size of 685 N. Park Boulevard, the lot was sold with the original lot line in place rendering the property at 685 N. Park Boulevard non-compliant in lot coverage. On December 19, 2019, a building permit for the new construction of a single-family home on the 680 Lenox Road property was filed with the Community Development Department. It is at this time that staff became aware of the nonconforming condition of 685 N. Park Boulevard in regard to lot coverage.

Public Hearing Summary

At the May 12, 2020 remote public hearing of the ZBA the petitioner presented the existing conditions of the property, property history, and the cost of the alternative to demolish the existing sunroom addition if compliance were required by the Village.

No one else at the hearing spoke in favor of or in opposition to the requested construction necessitated variation request. The property owners of the properties immediately adjacent to the east (new owners of 680 Lenox), southeast (670 Lenox), northeast (686 Lenox), and to the north (693 N. Park) each signed a petition indicating their support of the project (see attached).

The ZBA found that the following hardships or unique circumstances applied to this request: the documents from the Village were unclear as to who was responsible for recording the land transfer plat of subdivision with the DuPage County Recorder of Deeds. Specifically, the two documents are a hand written note on the exterior permit file label cited above, as well as a letter dated June 23, 2011, to the Faber's from Planner Michele Stegall which states, "Provided that no changes are necessary, the plat would be signed by [Community Development] Director [Springer]... it may be recorded with the DuPage County Recorder of Deeds. Please note a recorded copy of the plat must be submitted to the Village within 30 days of recordation."

The ZBA also believed that the Village staff should have noticed that the plat had not been recorded or that the PIN numbers had changed in 2013 when a patio permit was issued to the Faber's. When reviewing permits for patios, staff typically reviews the plat of survey filed by the applicant for compliance with impervious surface area and zoning requirements with the assumption that the information the applicant provides is accurate and correct. Therefore, the absence of the change in lot lines was not noted during this review. Of the more than 1,500 building permit applications reviewed by the Village annually, lot line changes are rare. Given the volume of building permit applications reviewed by the Village annually, completing this research in addition to the review for compliance with Village regulations would increase review turnarounds for all permits. Also, DuPage County only provides the Village with updated PIN information once a year.

Recommendation

At the remote public hearing on May 12, 2020, the ZBA voted on a motion to recommend approval of the requested construction necessitated zoning variation with two conditions: that no other roofed accessory structures, other than a shed as permitted by the Zoning Code in effect at the time,

be constructed on the property; and that this request be placed on the non-consent portion of the Village Board agenda for additional consideration. This motion carried with seven (7) yes votes and zero (0) no votes. In accordance with this recommendation for approval, staff has prepared an ordinance to **approve** the requested variations.

Action Requested

The Village Board should consider the petitioners' request, the recommendation offered by the ZBA, and any further evidence or testimony presented at the Village Board Meeting and grant, deny or amend the requested variation.

Attachments

- Ordinance
- Aerial Photo
- Petitions of Support
- Exhibit A - Draft Minutes of May 12, 2020, ZBA Meeting
- Exhibit B - Site Plan
- Exhibit C - Elevations
- Permit 20110599 - Sunroom Permit, Exterior file label
- Letter dated June 23, 2011, RE: Land Transfer, 685 N. Park Boulevard and 680 Lenox Road

CC: Steven K. Norgaard, petitioner
Christopher and Sheila Faber, property owners

Ordinance 6784

Meeting of May 26, 2020



Village of Glen Ellyn

Ordinance No. 6784

**An Ordinance Approving a Construction
Necessitated Zoning Variation from the
Maximum Permitted Lot Coverage Requirement
for an Existing Addition on the Property Located at
685 N. Park Blvd., 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. 6784

**An Ordinance Approving a Construction
Necessitated Zoning Variation from the
Maximum Permitted Lot Coverage Requirement
for an Existing Addition on the Property Located at
685 N. Park Blvd., Glen Ellyn, IL 60137**

Whereas, Steven K. Norgaard, petitioner on behalf of Christopher and Sheila Faber, owners of the property located at 685 N. Park Boulevard, Glen Ellyn, Illinois, which is legally described as follows:

LOT 21 (EXCEPT THE SOUTH 25 FEET THEREOF) IN COLLIN'S AND GAUNTLETT'S LAKE GLEN ELLYN, BEING A SUBDIVISION OF LOTS 22 TO 29, AND 33 TO 68, IN JOHN A. BROWN'S ADDITION TO GLEN ELLYN, IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID COLLIN'S AND GAUNTLETT'S LAKE GLEN ELLYN, RECORDED OCTOBER 21, 1914 AS DOCUMENT 118383, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-11-211-010

has petitioned the President and Board of Trustees of the Village of Glen Ellyn for a construction necessitated zoning variation from Section 10-4-8(E)(1) of the Glen Ellyn Zoning Code to allow a lot coverage of 25.5 percent where a maximum permitted lot coverage of 20 percent is permitted to allow an existing sunroom addition to remain on an existing single-family home on the property herein described above, all 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, the Glen Ellyn Zoning Board of Appeals conducted a remote public hearing on the virtual meeting platform, Zoom, on May 12, 2020, as permitted by Executive Order No. 5 issued by Governor Pritzker on March 16, 2020, in response to COVID-19 which temporarily suspended certain requirements of the Open Meetings Act ILCS 120 allowing Zoning Board of Appeals members to participate electronically in meetings, at which meeting the petitioner presented evidence, testimony, and exhibits in support of the request for the construction necessitated zoning variation and zero

(0) persons appeared in favor of the request and zero (0) persons appeared in opposition thereto; and

Whereas, four adjacent property owners signed petitions in support of the construction necessitated variation request; and

Whereas, based upon the evidence, testimony, and exhibits presented at the remote public hearing on May 12, 2020, the Zoning Board of Appeals adopted findings of fact and voted on a motion to recommend approval of the variation from Section 10-4-8(E)(1) to allow a lot coverage of 25.5 percent where a maximum permitted lot coverage of 20 percent is permitted to allow an existing sunroom addition to remain on an existing single-family home, which carried by a vote of seven (7) “yes” and zero (0) “no”, resulting in a recommendation for approval as set forth in its Draft Minutes dated May 12, 2020, appended hereto as Exhibit "A"; and

Whereas, the President and Board of Trustees have reviewed the Draft Minutes of the May 12, 2020 Zoning Board of Appeals remote public hearing, attached hereto as Exhibit “A”, the site plan, attached hereto as Exhibit “B” and dated March 5, 2020 and received April 6, 2020, the elevations, attached hereto as Exhibit “C”, not dated and having been received on March 2, 2020, and the evidence presented at the May 12, 2020 Zoning Board of Appeals remote 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 difficulty or particular hardship is that the documents from the Village were unclear as to who was responsible for recording the land transfer plat with the DuPage County Recorder of Deeds. Specifically, the two conflicting documents are an exterior permit file label, which states, “7/21/2011 Resubdivision OK per Michele Stegall but Staci must sign and plat must be recorded with county and returned to us; OK to issue permit”, as well as a letter dated June 23, 2011, to the Faber's from Planner Michele Stegall, which states, "Provided that no changes are necessary, the plat would be signed by [Community Development] Director [Springer]... it may be recorded with the DuPage County Recorder of Deeds. Please note a

- recorded copy of the plat must be submitted to the Village within 30 days of recordation.”; and
- B. That the construction necessitated zoning variation, if granted, will not alter the essential character of the locality as it will not require any further construction on the property; and
 - C. That the purpose of the construction necessitated zoning variation is not based exclusively upon a desire to make more money out of the property since the owners purchased the property in 2007, constructed the existing sunroom to remain in 2011, and seek to avoid the additional cost of demolishing the existing sunroom addition; and
 - D. That the construction necessitated zoning variation will not be detrimental to the public comfort, morals, and welfare or injurious to other property or improvements in the neighborhood in which the property is located since the use has existed since 2011; and
 - E. That the construction necessitated zoning variation will not substantially increase the hazard from fire or other dangers to said property and not otherwise impair the public health, safety, or general welfare of the inhabitants of the Village; and
 - F. That the construction necessitated zoning variation will not diminish or impair property values within the neighborhood as the addition has been in place since 2011; and
 - G. That the construction necessitated zoning variation 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 construction necessitated zoning variation will not result in an increase in public expenditures or create a nuisance since this is to allow an existing addition to the existing single-family residential use in a residential zoning district to remain; and
 - I. That the construction necessitated zoning variation is the minimum variation that will make possible the reasonable use of the land, building or structure; and

Whereas, the President and Board of Trustees, based on the aforementioned findings of fact, find it appropriate to grant the construction necessitated zoning variation 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 exercise of its home rule powers, as follows:

Section One: The Draft Minutes of the May 12, 2020 Glen Ellyn Zoning Board of Appeals remote public hearing, 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 construction necessitated zoning variation from Section 10-4-8(E)(1) of the Glen Ellyn Zoning Code to allow a lot coverage of 25.5 percent where a maximum permitted lot coverage of 20 percent is allowed in order to permit an existing sunroom addition to remain on an existing single-family home of more than one-story, in the R2 Residential District for the property at 685 N. Park Boulevard, Glen Ellyn, Illinois, which is legally described as follows:

LOT 21 (EXCEPT THE SOUTH 25 FEET THEREOF) IN COLLIN'S AND GAUNTLETT'S LAKE GLEN ELLYN, BEING A SUBDIVISION OF LOTS 22 TO 29, AND 33 TO 68, IN JOHN A. BROWN'S ADDITION TO GLEN ELLYN, IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID COLLIN'S AND GAUNTLETT'S LAKE GLEN ELLYN, RECORDED OCTOBER 21, 1914 AS DOCUMENT 118383, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-11-211-010

Section Three: The granting of the construction necessitated zoning variation is subject to the condition that no other roofed accessory structures, other than a shed as permitted by the Zoning Code in effect at the time, be constructed on the property described herein.

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

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

Section Six: Failure of the owners or other party in interest or a subsequent owners or other party in interest to comply with the terms of this Ordinance, after execution of said 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 ____ day of _____.

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

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

Village President

Attest:

Village Clerk

AFFIX VILLAGE SEAL

Ordinance 6784

Meeting of May 26, 2020

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

ATTACHMENTS:

- Aerial Photo (PDF)
- Petitions of Support (PDF)
- Exhibit A - Draft Minutes of the May 12, 2020 Zoning Board of Appeals Meeting (PDF)
- Exhibit B - Site Plan (PDF)
- Exhibit C - Elevation (East) (PDF)
- Permit 20110599 – Sunroom Permit, Exterior file label (PDF)
- Letter dated June 23, 2011, RE Land Transfer, 685 N. Park Boulevard and 680 Lenox Road (PDF)



685 N. Park Blvd - Aerial Photo



Map created on May 8, 2020.

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Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

Petition for Variation Approval

I am in support of approving the Fabers' zoning variation request.

Printed Name	Address	Signature	Date
David Fimalilo	680 Lenox, G.E.		April 15, 2020
Krysty Fimalilo	680 Lenox, G.E.		April 15, 2020

Faber Residence
685 N. Park Boulevard
Glen Ellyn, Illinois

Petition for Variation Approval

I, the undersigned, am aware of Chris and Sheila Faber's Application for Variation from the Village zoning code lot coverage ratio of 20%, which variation would allow the Fabers' to maintain the sunroom addition to their home in its existing condition.

It is my belief that granting the variation will not: (i) be detrimental to the public welfare or injurious to other property or improvements in the neighborhood; (ii) impair an adequate supply of light and air to adjacent property; (iii) will not substantially increase the hazard from fire or other dangers to the property in question or adjacent property; (iv) impart the public health, safety, comfort, morals or general welfare of Village inhabitants; (v) diminish or impair property values within the neighborhood; (vi) affect traffic congestion in the public streets and highways, (vii) create a nuisance; or (viii) result in public expenditures to the best of my knowledge.

I am in support of approving the Fabers' zoning variation request.

[illegible]

Petition for Variation Approval

I am in support of approving the Fabers' zoning variation request.

[illegible]

**DRAFT MINUTES
ZONING BOARD OF APPEALS
MAY 12, 2020**

The meeting was called to order by ZBA Chairperson Gregory Constantino at 7:20 p.m. ZBA Members Michelle Covington, Katie Crudele, Matt Jones, Chip Miller, Reed Panther, and Thomas Whalls were present. Student Intern Maddie Greenleaf was excused. Also present were Community Development Director Staci Springer, Planner Katie Ashbaugh, Senior Civil Engineer Amy McKenna, and Recording Secretary Lindsey Kaminsky.

Chairperson Constantino stated tonight's meeting is called pursuant to notice required by state statute that was published in the Daily Herald on April 27, 2020, and all property owners affected by the variation being requested were notified by mail.

Chairperson Constantino stated that due to the ongoing Coronavirus (COVID-19) pandemic and, the Governor's statewide stay-at-home order and order suspending certain Open Meetings Act requirements, this meeting will be conducted remotely. Chairperson Constantino stated the commissioners and staff participating in tonight's meeting are in different locations in accordance with social distancing guidelines.

Chairperson Constantino stated that 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 Community Development Director Staci Springer would be administering the remote meeting platform, Zoom. Chairperson Constantino explained the remote procedures of the Zoning Board of Appeals (ZBA) and asked for a motion to approve the Emergency Rules of Procedure.

EMERGENCY RULES OF PROCEDURE

ZBA Member Miller moved, seconded by ZBA Member Panther, to approve the emergency rules of procedure. The motion was carried with 7 "yes" votes and 0 "no" vote. The "yes" votes are as follows: ZBA Chairperson Constantino, ZBA Member Covington, ZBA Member Crudele, ZBA Member Jones, ZBA Member Miller, ZBA Member Panther, and ZBA Member Whalls.

ZBA Member Crudele moved, seconded by ZBA Member Miller, to allow remote participation by the Zoning Board of Appeals. The motion was carried with 7 "yes" votes and 0 "no" vote. The "yes" votes are as follows: ZBA Chairperson Constantino, ZBA Member Covington, ZBA Member Crudele, ZBA Member Jones, ZBA Member Miller, ZBA Member Panther, and ZBA Member Whalls.

MINUTES

ZBA Member Covington moved, seconded by ZBA Member Whalls, to approve the minutes of the January 14, 2020 meeting. The motion carried unanimously with a voice vote.

On the agenda was a public hearing regarding the property located at 685 N. Park Boulevard.

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 Covington and seconded by ZBA Member Panther to open the public hearing for 685 N. Park Boulevard at 7:30 p.m. The motion carried unanimously with a voice vote.

PUBLIC HEARING – 685 N. PARK BOULEVARD

PETITIONER STEVEN NORGAARD IS REQUESTING APPROVAL OF A CONSTRUCTION NECESSITATED ZONING VARIATION FROM THE GLEN ELLYN ZONING CODE AS FOLLOWS: 1. TO ALLOW A LOT COVERAGE OF APPROXIMATELY 25.5 PERCENT ON THE SUBJECT PROPERTY FOR WHICH THE MAXIMUM PERMITTED LOT COVERAGE IS 20 PERCENT. 2. TO ALLOW THE SUNROOM ADDITION TO REMAIN, AS DEPICTED ON THE PLANS PRESENTED OR REVISED AT THE PUBLIC HEARING OR AT A PUBLIC MEETING OF THE VILLAGE BOARD.

(Steven Norgaard, attorney on behalf of Christopher and Sheila Faber, owners of the property at 685 N. Park Boulevard)

Staff Presentation

Village Planner Katie Ashbaugh and Senior Civil Engineer Amy McKenna were present to speak regarding the proposed variation request and were sworn in.

Planner Ashbaugh stated 685 N. Park Boulevard is an interior lot, located on the east side of Park Boulevard, just south of the intersection with Maple Street. Planner Ashbaugh stated the property and the properties to the north, east, west, and south are all zoned R2 – Residential District and are all improved with single-family homes.

Planner Ashbaugh stated on February 27, 2002, a building permit for the original single-family home on 685 N. Park was filed, with a lot coverage of 23.7 percent. She continued that in January, 2002, the Village adopted Ordinance 5035-Z which changed the maximum lot coverage permitted for structures greater than one-story from 25 percent to 20 percent, with an effective date of March 1, 2002. She continued that in July 2003, the original home at 685 N. Park passed final inspections. She continued that this rendered the approved lot coverage for the single-family home at 685 N. Park legal nonconforming.

Planner Ashbaugh stated that in January, 2004, the demolition permit for the existing single-family home at 680 Lenox deposit was refunded. She continued that in December, 2007, the Faber's purchased 685 N. Park and 680 Lenox.

Planner Ashbaugh stated on May 11, 2011, a building permit application to install an enclosed sunroom addition in place of the existing deck to the rear of the home was filed. She continued that Village staff required a Land Transfer be filed to make the legal lot of record for 685 N. Park Boulevard large enough to allow the sunroom and meet the 20 percent lot coverage maximum and ensure that the 680 Lenox property could be sold in the future without creating a nonconforming condition on 685 N. Park.

Planner Ashbaugh stated on June 23, 2011, staff sent the Faber's a letter approving a land transfer and requesting a plat of resubdivision document depicting the new placement of the shared lot line be submitted. She continued that the letter stated that the Planning and Development Director would then sign the plat document and that once it was signed, the plat may be recorded. She continued that at the close of the letter, Planner Stegall stated that the recorded plat must be submitted to the Village within 30 days of recordation. She continued that on July 22, 2011, a copy of the plat is date was signed by the Director and the building permit for the sunroom was issued. She continued that the sunroom subsequently passed all inspections.

Planner Ashbaugh stated that in 2013, the Faber's filed a building permit for a patio to be constructed in the backyard. She continued that the permit deposit refund issued for 685 N. Park, indicating that the work had been concluded and has passed final inspections.

Planner Ashbaugh stated on September 25, 2019, the Faber's sold the 680 Lenox Road property, with the original lot line in place. She continued that on December 19, 2019, a building permit for the new construction of a single-family home on the 680 Lenox Road property was filed with the Community Development Department. She continued that it was during the review of this permit that staff became aware of the nonconforming condition of 685 N. Park Boulevard in regard to the lot coverage, due to the sale of the 680 Lenox property. She continued that staff then notified the new owners of 680 Lenox and the Faber's, and that staff directed the Faber's to file a request for a construction necessitated zoning variation.

Planner Ashbaugh stated the petitioner is now requesting a construction necessitated zoning variation to allow an existing sunroom of approximately 278 square-feet to remain on the rear of the existing single-family home located at 685 N. Park Boulevard. She continued that the original home, with a footprint of approximately 2,782 square-feet, was approved with a lot coverage of 23.7 percent in 2002 and is considered legal nonconforming. She continued that, with the original home's footprint and the footprint of the sunroom, the lot coverage is approximately 3,060 square feet, or 25.5 percent where a maximum of 20 percent is permitted.

Planner Ashbaugh stated as an alternative to allowing the sunroom to remain, the petitioner has provided a bid to illustrate the cost to demolish the sunroom in its entirety and to reconstruct

the deck, which was originally built concurrently with the home. She continued that the deck does not require the approval of any additional zoning relief, and that this would restore the previous lot coverage to approximately 23.2 percent, slightly under the lot coverage that was approved in 2002.

Planner Ashbaugh stated the ZBA may choose to make a recommendation to the Village Board for the approval, approval with conditions, or denial of the request.

Planner Ashbaugh and Civil Engineer McKenna showed and explained several different photos of the property to explain the construction history of the patio. Senior Civil Engineer said the patio was originally constructed in or around 2005, prior to the Faber's ownership of the property, for which the Village does not have a permit record. She continued that the Faber's then did file a permit to expand this existing patio, which was the one cited from 2013. She concluded that the patio as permitted in 2013 would have been reviewed for compliance with the building and zoning codes in effect at that time and would be considered legal nonconforming.

Questions from the Zoning Board of Appeals

Chairperson Constantino asked that if in 2013, the issue with the land transfer was not raised and the 2013 papers said prior permit files were missed. Planner Ashbaugh confirmed this.

ZBA Member Miller questioned the letter on pages 209 and 224 in the agenda packet. ZBA Member Miller stated the notes from the Village say the subdivision was "ok per Planner Stegall". He continued that the notes state the Planning and Development Director "must sign the plat, which must be recorded". ZBA Member Miller stated then in the letter, Planner Stegall said the Faber's "may file the plat".

ZBA Member Miller asked what the standard procedure for filing plats at that time. Community Development Director Springer was sworn in.

Community Development Director Springer stated at that time, the plat would be approved, and the petitioner would be required to record the plat.

ZBA Member Miller asked if there is any record that the petitioner was explicitly directed to record the plat. Community Development Director Springer stated the letter on page 203 of the agenda packet notes that the petitioner may record the plat after her signature. She continued that then the last sentence of the letter stated, "Please note that a recorded copy of the plat must be submitted to the Village within 30 days of recordation", further affirming that it was their responsibility to record the plat.

Chairperson Constantino asked what the current plat recording process is. Community Development Director Springer stated once the plat has been signed, the Village Clerk or Deputy Clerk brings the plat to be recorded.

ZBA Member Whalls stated there were issues without the plat being recorded in the past. ZBA Member Whalls also stated the letters were not clear who was responsible for recording the plat.

ZBA Member Panther stated he does not have any questions, but stated he is glad the recording procedures have been updated.

Chairperson Constantino questions why the 40 feet in question and the land transfer were not taken care of. Chairperson Constantino asked questioned why the plat was not recorded in 2011, and why it went unnoticed in 2013.

Petitioners' Presentation

Sworn in for the Petitioner's Presentation were Christopher and Sheila Faber, owners of the property at 685 N. Park Boulevard and Steven Norgaard, the attorney and petitioner on behalf of the owners of the property located at 685 N. Park Boulevard

Mr. Norgaard stated when the Faber's got approval of the resubdivision, they thought their work was done. Mr. Norgaard stated the Faber's were unaware of any further steps that had to be taken by them, and the letter that was sent by the Village was unclear on what the next steps were.

Mr. Norgaard stated this issue was also not brought up in 2013 with the permit for the patio.

Mr. Norgaard stated this issue did not come up when the 680 Lenox property was sold because there was nothing recorded with the county. Mr. Norgaard stated that at the time of the property sale, he was not representing the Faber's. He continued that the lot was sold as it was originally recorded.

Mr. Norgaard stated this issue was not brought to the Faber's attention until the Village was made aware due to a permit filed for 680 Lenox Road.

Mr. Norgaard stated if the variations are not approved, the existing sunroom will need to be demolished and the original deck would have to be put in the same place. Mr. Norgaard stated this would be a cost to the Faber's of about \$95,500.

Mr. Norgaard also stated the Faber's neighbors do not have any objection to the variation, and the Faber's were able to get approval from all the neighbors they were able to reach.

Additional Questions from the Zoning Board of Appeals

ZBA Member Miller stated that the costs of the demolition on the sunroom and rebuilding of the deck are not considered a hardship. ZBA Member Miller questioned how the Faber's could sell the property at 680 Lenox and not realize they were selling 35 feet less than noted in the land transfer plat.

Mr. Norgaard stated there are not distinct or visible property lines, so to them (the Faber's) in 2011 the entire property was still their property and backyard. He continued that the Faber's had a surveyor complete the plat of survey for the sale 680 N. Lenox, and that he does a lot of residential real estate closings, and it is very rare for a seller to check the survey of the lot.

Mr. Faber stated they did not put the lot up for sale and that someone approached them to buy the lot. Mr. Faber told the potential buyer the lot lines were changed with the Village, and they should check with the Village. Mr. Faber stated the potential buyers confirmed the lot lines with DuPage County and the Village.

Mrs. Faber stated the land transfer was 10 years ago; they never purposely skipped the step of recording the plat.

ZBA Member Whalls asked what plat was provided to the buyers of 680 Lenox Road. Mr. Faber stated he specifically told the buyers to go to the Village to check the lot lines.

ZBA Member Covington asked if 685 N. Park Boulevard is currently on the market. Mr. Faber confirmed it is.

ZBA Member Covington stated it is hard to digest this situation because the Village did not double-check to see if the Faber's recorded the plat; however, the Faber's did have a responsibility to still follow up and make sure the plat was recorded as the property owners.

ZBA Member Crudele stated she does not have any questions, but can see how this situation is messy on both sides.

Chairperson Constantino stated he agreed with the comments previously made by ZBA Members. Chairperson Constantino also raised his concerns about the plat not being recorded, and the Faber's selling the property at 680 Lenox for 40 feet less than noted in the plat.

Mr. Norgaard stated the lot was vacant, and the Faber's did not have the intent to sell the property at that time. He continued that the Faber's were approached by a buyer.

Chairperson Constantino stated he understands the recording issue but is concerned this was not brought up in 2013 when the permit for the patio was issued.

ZBA Member Panther asked what the estimate of work would be if the Faber's had to demo the sunroom and rebuild the deck. Mr. Norgaard stated it is approximately \$58,000. Planner Ashbaugh corrected that the entire total to repair the home after the demolition was around \$95,500.00.

Persons in Favor of or in Opposition to the Variation Requests

No one spoke for or against these variation requests.

Findings of Fact

ZBA Member Panther stated the following findings of fact: the property in question is 685 N. Park Blvd.; the owners are Chris and Shelia Faber, represented by their attorney as the petitioner, Steven Norgaard; and the petitioner is requesting a variation from Section 10-4-8(E)(1) of the Glen Ellyn Zoning Code to allow a lot coverage of approximately 25.5 percent on the subject property for which the maximum permitted lot coverage is 20 percent in an R-2 Zoning District.

ZBA Member Panther continued the findings of fact: the ZBA heard from Village Planner Katie Ashbaugh, who stated the subject property is an interior R2 lot, and no prior variations have been granted for this property; the house is a legal nonconforming, allowing a lot coverage for up to 23.7 percent; a permit was issued originally in 2002 for the construction of the home and the Faber's purchased the property in 2007; a permit was issued for a small addition of an enclosed area on the rear of the existing home; and at that time the Village indicated that a land transfer would be required to bring the lot into conformance.

ZBA Member Panther continued the findings of fact: the property to the rear, 680 Lenox Road, was sold in September 2019; a permit was issued in December 2019 for 680 Lenox, which identified that the land transfer plat was not properly recorded; a variation will be needed to increase the lot coverage from 23.7 percent to 25.5 percent; the alternate plan would call for the demolition of the porch and construction of the deck in its place, bringing the lot coverage to 23.2 percent; the cost of this alternate plan is approximately \$95,500; a permit, for an addition of a patio, was issued in 2013, and it did not uncover the lack of the plat being recorded at that time; the ZBA heard from Community Development Director Staci Springer, who indicated that the procedures at that time were the Village would sign the plat and the petitioners were responsible for filing it at the County Recorder of Deeds; and the procedures have since changed, approximately three years ago, where the Village is now responsible for recording the plats now.

ZBA Member Panther continued the findings of fact: the ZBA heard from attorney and petitioner, Steve Norgaard, and the owners, Chris and Sheila Faber; the petitioner indicated the Faber's did not have representation when they had to file the land transfer; the owners did hire a land surveyor to complete the resubdivision of the plat; the owners did not understand they had the responsibility to file the plat with the County; and the owners assumed the issuance and closure of the permit finalized the issue and there was no further action necessary.

ZBA Member Panther concluded the findings of fact: Mr. Norgaard indicated the Village had the opportunity to note the issue of the lack of the land transfer plat being recorded at the time of the patio permit review in 2013; Mr. Norgaard stated no issues were noted at the time when the property at 680 Lenox was put up for sale; Mr. Norgaard also stated if the variation is not issued, there would be a substantial cost to the owners; and no public comments were received.

Motion

ZBA Member Whalls moved, seconded by ZBA Member Covington, that the Zoning Board of Appeals recommends approval of the Findings of Fact. The motion carried unanimously with a voice vote.

Additional Comments from the Zoning Board of Appeals

ZBA Member Miller stated mistakes were made on both sides. ZBA Member Miller stated the Village was unclear; the homeowner should have still recorded the plat and noticed the issue when they were selling the property at 680 Lenox. He continued that if this is approved by the ZBA, he would like it on the non-consent agenda for the Village Board.

ZBA Member Whalls stated both parties are at fault, as the owners should have noticed they were selling 40 additional feet, not just four inches or four additional feet when they sold 680 Lenox. He continued that there would be hardships in regards to sunlight, fencing, and trees.

ZBA Member Jones stated he is in favor of approving the variation. ZBA Member Jones stated the letter from the Village was unclear, and not everybody is experienced in reading blueprints. ZBA Member Jones stated to go back to the deck would cause hardships caused by the demolition and construction to the neighbors, in terms of getting construction equipment onto the property now that construction is underway at 680 Lenox.

ZBA Member Covington stated she agrees with the comments of ZBA Members Miller, Whalls, and Jones. ZBA Member Covington Stated there would be a hardship on the neighbors, as construction would need to occur to demolish the sunroom.

ZBA Member Crudele stated there would be a hardship on the neighbors if the variation was not approved.

Chairperson Constantino stated he agrees with all the ZBA Members' comments, and that there were mistakes on both sides. Chairperson Constantino stated there were no neighbor objections, and the Village had a couple of chances to correct this issue and did not. Chairperson Constantino stated there would be a hardship by the demolition and cost, and the demolition would be a hardship to neighbors as well. Chairperson Constantino stated the sunroom has been in place for many years, and there have been no issues. Chairperson Constantino did state the petitioners are still partially at fault but does recommend granting the variation. Chairperson Constantino also agreed he believes this needs to go to the Village Board on a non-consent agenda.

Planner Ashbaugh stated that it should be noted the property at 685 N. Park Boulevard will be limited in terms of accessory structures permitted to be built in the future.

Community Development Director Springer stated the ZBA can add a condition to their motion stating no other roofed accessory structures, other than a shed that is permitted with the Zoning Code regulations in effect at the time.

Motion

A motion was made by ZBA Member Jones and seconded by ZBA Member Covington to close the public hearing for 685 N. Park Boulevard at 9:00 p.m. The motion carried unanimously with a voice vote.

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

Having considered the application of Steven K. Norgaard, petitioner on behalf of the owners of the property located at 685 N. Park Boulevard, Christopher and Sheila Faber, for a zoning variation to allow a lot coverage of approximately 25.5 percent on the subject property for which the maximum permitted lot coverage is 20 percent and any other zoning relief necessary to allow an existing sunroom addition to remain on the original single-family home on an interior lot located at 685 N. Park Boulevard 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 public hearing conducted on May 12, 2020, as well as the findings included in the deliberations of the Zoning Board of Appeals and recommends approval of the requested zoning variation from Section 10-4-8(E)(1) of the Glen Ellyn Zoning Code due to the following unique circumstance(s):

1. The documents from the Village of Glen Ellyn were unclear, including an internal Village document on page 209 of the Zoning Board of Appeals packet that states, "Resubdivision is ok per Michelle Stegall, but Staci must sign and plat must be recorded with the county and must be returned to us. Ok to issue permit". Also, the June 23, 2011 letter on page 203 of the Zoning Board of Appeals packet states, "Once the plat is received, it will be

reviewed by the Village staff. Provided that no changes are necessary, the plat would be signed by the Planning and Development Director Hulseberg. After Director Hulseberg has signed the plat, it may be recorded with the DuPage County Recorder of Deeds. Please note the recorded copy of the plat must be submitted to the Village within 30 days of recordation".

Subject to the following conditions:

1. No other roofed accessory structures, other than a shed that would be in compliance with the Zoning Code regulations in effect at the time, be allowed; and
2. The Zoning Board of Appeals requests this case be taken off the consent agenda because the Zoning Board Appeals feels that the fault in the case is equal by both parties.

The motion was carried with 7 "yes" votes and 0 "no" vote. The "yes" votes are as follows: ZBA Chairperson Constantino, ZBA Member Covington, ZBA Member Crudele, ZBA Member Jones, ZBA Member Miller, ZBA Member Panther, and ZBA Member Whalls.

ZBA Chairperson Constantino stated the ZBA recommended this and will now go to the Village Board for approval.

Village Board Trustee Report

Trustee Christiansen stated at the May 11, 2020, Village Board meeting, the Board approved a contract for \$400,000 for sidewalk and street repairs.

Trustee Christiansen stated the Finance Commission and Village Board have looked at financial projections in relation to COVID-19. Trustee Christiansen stated the Village Board is taking these financial projections into consideration when they are approving any contract. Trustee Christiansen stated property taxes have been delayed from July to September.

Trustee Christiansen provided an update on Governor Pritzker's Restore Illinois Plan. Trustee Christiansen stated Glen Ellyn is part of the Northeast Region, which means we are in the same region as suburban Cook County. Trustee Christiansen stated if Glen Ellyn was excluded from suburban Cook County, we could potentially be in stage three of the Governor's Plan.

Trustee Christiansen stated the Plan Commission will have a pre-application meeting for a potential redevelopment at the McChesney and Miller site. Trustee Christiansen stated if this project moves forward, it will need various zoning approvals.

Trustee Christiansen stated litigation on the Apex development continues.

Staff Report

Village Planner Ashbaugh stated two variation application have been submitted, and the ZBA should expect to see them next month.

Adjournment

At 9:15 p.m., a motion was made by ZBA Member Miller and seconded by ZBA Member Whalls adjourn the meeting. The motion carried unanimously by a voice vote.

Respectfully submitted,

Lindsey Kaminsky
Recording Secretary

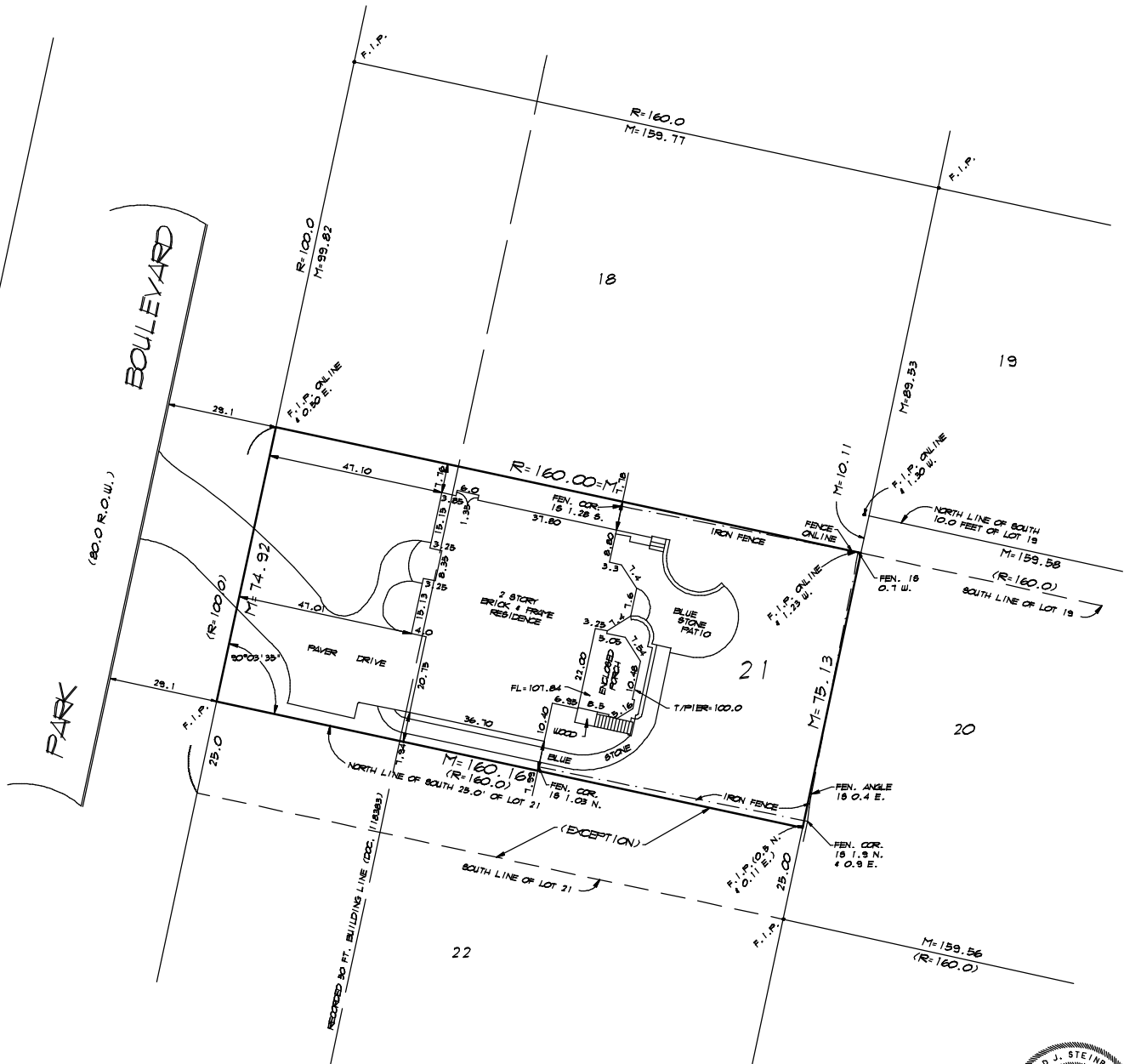
Reviewed by,
Katie Ashbaugh, AICP
Village Planner

SCALE: 1" = 20 FEET



This property is known as 685 N. Park Boulevard, Glen Ellyn, Illinois.

Prepared for Chris Faber



F.I.P. = FOUND IRON PIPE
F.I.R. = FOUND IRON ROD
R = RECORDED DISTANCE
M = MEASURED DISTANCE
D = DEED
R.O.V. = RIGHT OF WAY
RAD. = RADIUS
CONC. = CONCRETE
M.H. = MANHOLE
W.V. = WATER VALVE VAULT
INV. = INVERT
PVC = POLYVINYL CHLORIDE PIPE
RCP = REINFORCED CONCRETE PIPE
TC = TOP OF CURB
EP = EDGE OF PAVEMENT

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S. S.

This is to certify that Steinbrecher Land Surveyors, Inc., Registered Professional Land Surveying Design Firm Corporation No. 184-00326, has surveyed the property shown and described hereon, which is to the best of our knowledge and belief, a correct representation thereof. This professional service conforms to the current Illinois minimum standards for a boundary survey.

West Chicago, Illinois, March 5, 2020



Steinbrecher Land Surveyors, Inc.



Professional Land Surveying
Design Firm Corporation No. 184-003126
141 S. Neltor Blvd., West Chicago, IL 60185-2844
(630) 293-8900 Fax 293-8902

Richard J. Steinbrecher
Professional Land Surveyor 3583
License expires Nov. 30, 2020

DDI 745:685NPARK

Packet Pg. 207



REAR ELEVATION - EXISTING

SCALE 1/4" = 1'-0"

FABER RESIDENCE
685 N. PARK BLVD
GLEN ELLYN, IL 60137

ADDRESS: 685 N. PARK PERMIT # 20110599 DATE REC'D: 5-6-11
 PROJECT: SUNROOM ADDITION CLASS: DATE PAID: 7-22-11
 DATE/NAME NOTIFIED for PICK UP: Adv. E.C. Road

STORMWATER #: _____ B&F PROJECT # _____ ORDINANCE# _____
 ADDITIONAL RELATED PERMITS: # _____ PROJECT: # _____ PROJECT: _____

REQ'D	REVIEWER	DOCUMENT/PLAN	REC'D	REJ	REC'D	REJ	REC'D	REJ	PLAN APPR'D	FINAL INSP. APPROVED
	B&Z	ZONING	5-6	5/23/11					7/21/11	
	B&Z	BUILDING - RESIDENTIAL	5-6						5/23/11	
	ERA/MCG	STORMWATER/GRADING/RESTORATION								
	PW	TREE PRESERVATION								
	PW	TREE & PERIMETER FENCE INSP								
	PW	WORK IN PARKWAY								
	B&Z	DEMOLITION SITE PLAN								
	PW	DEMO - UTILITY DISCONNECT								
	PW	WATER/SEWER/UTILITIES								
	P&D	PLANNING - ORD/SITE/APPEARANCE								
	B&F	BUILDING - COMM/MULTI-UNIT RES.								
	B&F	MECHANICAL - COMMERCIAL								
	B&F	ELECTRICAL - COMMERCIAL								
	B&F	PLUMBING - COMMERCIAL								
	B&F	FIRE ALARM								
	B&F	KITCHEN HOOD & DUCT								
	B&F	FIRE SPRINKLER								
	NES	ELEVATOR								
	P&D	LANDSCAPING								
	B&Z	OTC-FENCE/EQUIPMENT/ROOF/SIDING								
		REFUND OF DEPOSIT								
		TO PW:			TO B&Z:			TO A/P:		CLOSED
LOG-INS	<u>X</u> DONE	CONT. REGIST.	Req.	OK	Req.	OK	AGENCY REQUIREMENTS:	REQ'D	OK?	
PROJECT	<u>X</u>	IND. CONT.	☐	☐	ROOF/SIDING	☒	HEALTH DEPT			
STWTR/GRADING		GEN. CONT.	☒	☒	IRRIGATION	☐	IEPA			
DEMO		ELECTRICIAN	☒	☒	FIRE SPRKLR.	☐	STATE OF IL			
	ISSUED	EXPIRES	PLUMBER	☐	ELEVATOR	☐	DUPAGE			
TEMP. OCCUPANCY			DEMO	☐	OTHER	☐				
CERT. OCCUPANCY			IMPACT FEES	PAID	\$					

NOTES

5/23/11 ADVISED REBE STRATTON THAT A PLAT OF SURVEY/PLAT OF CONSOLIDATION IS REQUIRED - THIS PROJECT EXCEEDS 20% LOT COVERAGE FOR 685 N. PARK PROPERTY WITHOUT ADDITIONAL LOT AREA FROM 680 LENOX LOT. SHE SAID THE OWNER HAS DONE ALL THE PAPERWORK. LATER LEFT MESSAGE THAT THE COUNTY WEBSITE DID NOT SHOW A PLAT ON FILE. PM.
 685 N. PARK PIN: 0511211010
 680 LENOX PIN: 0511211028
 5/24/11 SPOKE TO REBE STRATTON - THE HOMEOWNER HAS NOT CONSOLIDATED THE PROPERTIES YET BUT THEY ARE PURSUING IT NOW. PM.
 7/21/11 RESUBDIVISION IS OK PER MICHELE STEGALL BUT STACI MUST SIGN AND PLAT MUST BE RECORDED WITH COUNTY AND RETURNED TO US. OK TO ISSUE PERMIT. PM.

X:\plandev\BUILDING\FORMS\Counter Forms\BUILDING PERMIT
 FILE STICKER Rev 6-23-10kp.docx



Village President
Mark Pfefferman

June 23, 2011

Christopher and Sheila Faber
685 N. Park Boulevard
Glen Ellyn, IL 60137

Re: Land Transfer, 685 N. Park Boulevard and 680 Lenox Road

Dear Mr. and Mrs. Faber:

Trustees

Peter E. Cooper
Robert Friedberg
Phillip Hartweg
Carl L. Henninger
Peter F. Ladesic
Diane McGinley

I am writing in regard to the request for approval of a land transfer submitted on June 13, 2011 in accordance with Article III, Section 308 of the Subdivision Regulations Code. This request was made to allow the rear 35 feet of your property located at 680 Lenox Road to be transferred to your adjacent property at 685 North Park Boulevard. A review of the submitted materials found that after the proposed transfer both lots should continue to comply with the minimum lot width and lot area requirements in the R2 Residential zoning district.

Village Clerk

Suzanne R. Connors

In order to finalize the request, a Plat of Resubdivision for the proposed land transfer must be submitted. Please ensure that the Plat depicts all existing easements and contains all required signature blocks, including a signature block for the Planning and Development Director. Once the Plat is received, it will be reviewed by Village staff. Provided that no changes are necessary, the Plat would be signed by the Planning and Development Director Hulseberg. After Director Hulseberg has signed the Plat, it may be recorded with the DuPage County Recorder of Deeds. Please note that a recorded copy of the Plat must be submitted to the Village within 30 days of recordation.

Village Manager
Terry Burghard

If you have any questions, please do not hesitate to contact me at 630-547-5249 or Micheles@glenellyn.org.

Sincerely,

A handwritten signature in cursive script that reads "Michele Stegall".

Michele Stegall
Village Planner

Cc: Staci Hulseberg, Planning and Development Director
Joe Kvapil, Building and Zoning Official
Paula Moritz, Plan Examiner

X:\Plandev\PLANNING\Land Transfer Certificates\685 Park and 680 Lenox\Letter 062311.doc

Civic Center
535 Duane Street
Glen Ellyn, IL 60137

630 469-5000
Fax 630 469-8849
Web: www.glenellyn.org

Police Department
535 Duane Street
630 469-1187
Fax 630 469-1861

Public Works Department
30 South Lambert Road
630 469-6756
Fax 630 469-3128



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

Meeting: 05/26/20 07:00 PM
Department: Public Works
Department Head: Julius Hansen
Category: Contract
Prepared By: Rich Daubert

SCHEDULED

AGENDA ITEM (ID # 4490)

DOC ID: 4490

1. Motion to authorize the Village Manager to execute a contract with Schroeder Asphalt Services, Inc. of Huntley, Illinois, in the amount of \$1,298,381 for the 2020 Utility and Roadway Improvement Project #2 to the Capital Projects Fund and Water & Sewer Fund. 2.

Motion to authorize the Village Manager to execute an agreement with Engineering Resource Associates, of Warrenville, Illinois, in the not-to-exceed amount of \$79,685, for construction engineering services for the 2020 Utility and Roadway Improvement Project #2 to be expensed to the Capital Projects Fund and Water & Sewer Fund.

BACKGROUND

Construction Contract

This project involves the rehabilitation of approximately 2.04 centerline miles of residential streets primarily located in the southeast area of Glen Ellyn. Please see the attached location map which depicts the inclusion of the following streets in this project:

- Anthony Street: West End to Kenilworth Ave.
- Ridge Road: Bemis Rd. to Glen Crest Dr.
- Danby Drive: Bemis Rd. to Glen Crest Dr.
- Glen Crest Drive: West End to Danby Dr.
- Marston Avenue: West End (Marston Ct.) to IL Rte. 53
- Birchbrook Court: Marston Ave. to South End
- Maple Lane: Marston Ave. to North End*
- Marston Avenue: IL Rte. 53 to East End (Marston Ct.)
- Marston Court: Marston Ave. to North/West End
- Brook Court: Marston Ave. to South End
- Lorry Court: Marston Ave. to North End
- Crest Court: Marston Ave. to North End
- Greenview Drive: Bemis Rd. to Marston Ave.
- Sheehan Avenue: Jonathon Ct. to Sunnybrook Rd.
- Braeburn Court: Sheehan Ave. to South End
- Chapel Court: North and South
- Lynn Road: Swift Rd. to West End

This locally funded project will include more limited utility improvements including a sanitary sewer point repair, water main adjustment, stormwater drainage structure adjustments, and relatively minor

drainage improvements. Work will also include selected curb/gutter, sidewalk, and driveway apron pavement removal and replacement. Finally, the roadway rehabilitation work will generally involve removing approximately 2" to 4" of asphalt, making any necessary base repairs but ultimately preserving as much pavement base course as possible, and reinstalling binder and surface courses with thicknesses ranging from approximately 2" - 4" in total thickness.

*Staff notes that a short section of Maple Lane between Marston and the north end of the street, approximately 700 square yards of pavement, is in unincorporated Glen Ellyn. This pavement area is technically Milton Township's responsibility to maintain. However, the Township recently resurfaced an equivalent area of the Village's pavement on Taylor Avenue just south of Buena Vista at no cost to the Village. In the context of staff not recommending to resurface half of a roadway (Maple Lane), and the Township resurfacing the Village's portion of Taylor Avenue, albeit without our consent, staff recommends the Village resurface the entirety of Maple Lane as part of the Village's project. The cost of this work is on the order of \$7,500 again with the Village having to incur that same expense on Taylor Avenue had the Township not resurfaced it. Staff notes that from an operational perspective, the Village completes snow removal on the entirety of Maple Lane given it would not make sense for two entities to perform snow removal on one roadway.

Bidding Process

The project was advertised for bid in the Daily Herald. The bid package was requested by and distributed to eighteen (18) contractors, one (1) water product supplier, and three (3) companies specializing in preconstruction bidding/management services. Five (5) bid proposals were received and publicly opened on May 14, 2020. The bid tabulations were completed by staff with a summary of the as-calculated bids is as follows:

Bidder	Bid*
Schroeder Asphalt Services, Huntley, IL	\$1,298,381**
Brothers's Asphalt Paving, Addison, IL	\$1,400,039
Engineer's Estimate (Glen Ellyn)	\$1,516,710
A Lamp Concrete Contractors, Schaumburg, IL	\$1,518,316
R.W.Duntelman Company, Addison, IL	\$1,534,529
K-Five Construction Corporation, Westmont, IL	\$1,631,383

*Rounded to nearest dollar

**As-Read Amount Was \$1,330,780.83 however the proposal contained a calculation error with the as-calculated (based on unit prices) amount as reflected in the table above.

The lowest bid was received by Schroeder Asphalt Services of Huntley, Illinois in the as-calculated amount of \$1,298,380.83 (unrounded bid amount). Staff has positive working experience with the contractor completing recent projects for the Village including this year's asphalt street patching program. Staff also has experience with the Contractor's proposed concrete subcontractor which is integral to the success of the project. Staff did have a specific discussion with the general contractor to ensure they and their subcontractors stand ready to deliver the project in a timely manner. Those discussions were positive with staff finding Schroeder Asphalt Services as the low, responsible, and responsive bidder.

Construction Schedule

Construction is anticipated to commence in mid-June with substantial completion (all work except lawn restoration and punch list items) specified for September 11, 2020. Final completion (lawn restoration and punch list items) is specified for September 30, 2020.

Construction Engineering Services

Engineering oversight for the project is proposed to be performed by a consultant engineering firm. Responsibilities of the engineer include conducting the preconstruction conference, general consultations/meetings, review of the project schedule, shop drawing review, spot grade checking, full time construction observation and documentation, notification and support of our residents, material testing (using a sub-consultant), pay estimate and change order processing, final inspection and project close-out, record drawing preparation, and rectification of issues that arise during the warranty period.

A Request for Proposal (RFP) for construction engineering services was issued to nine (9) engineering firms. Five (5) firms submitted proposals which were evaluated by staff based on the evaluation criteria within the RFP including firm information, experience on similar projects, project team qualifications, ability to meet deadlines, completeness of project approach, additional services/tasks, and not-to-exceed price.

Summary of Construction Engineering Proposals			
Consultant	Total Hours	Not-to-Exceed Price	Evaluation Score
James J. Benes & Associates	592	\$63,402	77
Engineering Resource Associates	650	\$79,685	86
Edwin Hancock Engineering	924	\$87,500	83
Chastain & Associates	682	\$88,266	80
Gewalt Hamilton Associates	795	\$104,858	72

Staff evaluated the proposals based on the aforementioned criteria and identified Engineering Resource Associates' proposal as the best and most favorable to the interests of the Village and public. The firm's proposal scored highly in all areas but particularly well in terms of the qualifications of the proposed resident engineer whom is well experienced in overseeing these types of projects. The firm's proposal also included 512 construction observation hours (during construction) which staff felt was the most appropriate hours proposed among all firms.

While cost is only one factor of consideration, staff would like to elaborate that while James J. Benes & Associates submitted a lower price proposal, the hours of construction observation services by the resident and project engineers were significantly less (380 which is 132 less than ERA) lending staff to feel that they did not include sufficient hours within their proposal. Edwin Hancock Engineering, Chastain & Associates, and Gewalt Hamilton all proposed over 600 hours of observation services by the resident

engineer/inspector during construction. Staff did reach out to James J. Benes & Associates to get clarification on their thought process. Staff still did not feel comfortable with the proposed 380 hours of construction observation services. The firm did offer to provide additional hours (total observation hours = 508) at an increased proposal amount of \$72,668. However, even in the context of additional hours, staff still did not feel that their proposal was the most favorable and in the best interests of the Village based on the other evaluation criteria where ERA's proposal shone.

In the context of trying to be as prudent as possible with expenditures, staff did review the possibility of these services being provided primarily with in-house personnel and a consultant for material testing. Under this proposal, the Senior Civil Engineer and Civil Engineer Positions would provide construction engineering services. Excluding minor expenses such as fuel and vehicle maintenance, there would still be direct costs for material testing services, which would be approximately \$7,500. Based on ERA's proposal, this would result in the Village "saving" approximately \$72,000 if construction engineering services were provided in-house. Staff would support this approach if these in-house positions were able to be committed (one full time @ 40-50 hours per week and one part-time @ 8 hours per week) to the project for the next 4 months. However, these positions are currently engaged in the Concrete Street and Sidewalk Repair Program, Sanitary Sewer Lining Program, CBD Streetscape and Utility Project design, Utility Permitting Reviews, Pavement Maintenance Programs (striping and cracksealing), and Project closeouts. Given these commitments and a multitude of other project initiatives to move forward, staff does not recommend this option but notes to the Village Board that it was considered by staff.

Based on these factors, staff recommends approval of a construction engineering services agreement with Engineering Resource Associates in the Not-To-Exceed Amount of \$79,685.

BUDGET IMPACT

Including engineering and construction, the Capital Plan Specifies a Budget of \$1,679,951 for this project across the Capital (\$1,359,057) and Sewer (\$320,894) Funds. Staff notes that budgetary numbers are not based on a final design and are a general approximation. Based on the final design, there were more capital improvements needed than water/sewer improvements. However, overall the project is approximately \$220,000 under what was budgeted for design, construction, and construction engineering.

Recommended Funding for Construction			
Project Item	Funding Source	Account No.	Amount
Street & Storm Sewer	Capital Projects Fund	40000-580160-20002	\$1,281,281
Water Main	Water Fund	50100-580100-20002	\$7,500
Sanitary Sewer	Sanitary Sewer Fund	50200-580100-20002	\$9,600
TOTAL			\$1,298,381

Recommended Funding For Construction Engineering Services		
Funding Source	Account No.	Engineering Fee Amount
Capital Projects Fund	40000-580160-20002	\$78,636
Water Fund	50100-580100-20002	\$460
Sanitary Sewer Fund	50200-580100-20002	\$589
TOTAL		\$79,685

STRATEGIC INITIATIVES

The project fulfills the following Village of Glen Ellyn Strategic Initiatives and Goals:

Strategic Issue I: INFRASTRUCTURE. Invest in infrastructure to meet key needs, including downtown accessibility, Village facilities, streets, utility, and technology improvements.

RECOMMENDATION AND ACTION REQUESTED

Engineering staff recommends the Village Board of Trustees make the following motions at the May 26, 2020 Village Board Meeting:

1. Motion to authorize the Village Manager to execute a contract with Schroeder Asphalt Services, Inc. of Huntley, Illinois, in the amount of \$1,298,381 for the 2020 Utility and Roadway Improvement Project #2.
2. Motion to authorize the Village Manager to execute an agreement with Engineering Resource Associates, of Warrenville, Illinois, in the Not-To-Exceed amount of \$79,685, for construction engineering services for the 2020 Utility and Roadway Improvement Project #2.

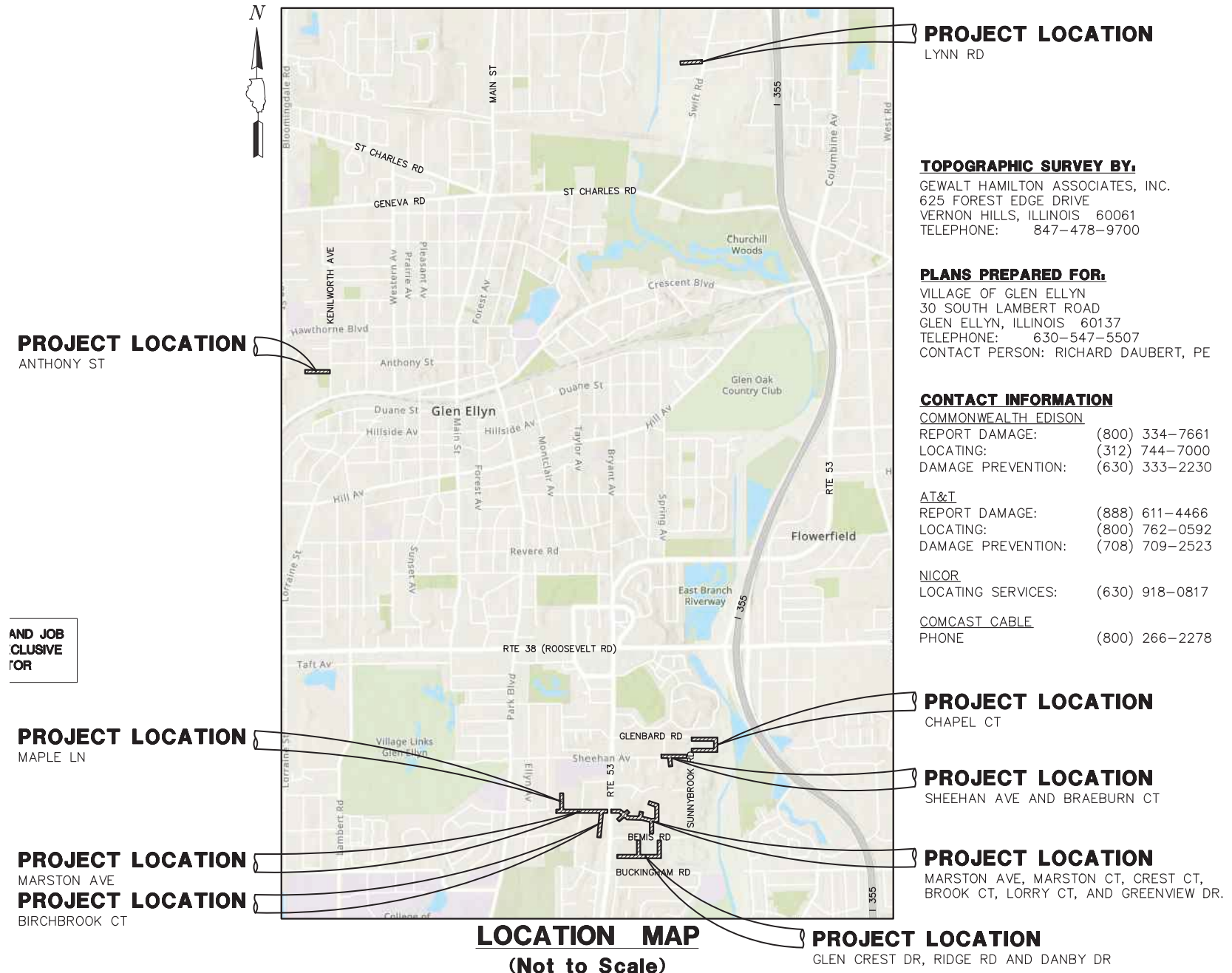
LIST OF ATTACHMENTS

Project Location Map

ATTACHMENTS:

- Project Location Map From Engineering Cover Sheet (PDF)

VILLAGE OF GLEN ELLYN DUPAGE COUNTY



SE
-Hamilton Assoc., Inc.
pose other than the
rein, and cannot be
the express written
sociates, Inc.

TITLE SHEET

2020 UTILITY AND ROADWAY IMPROVEMENT PROJECT #2 VARIOUS LOCATIONS VILLAGE OF GLEN ELLYN, ILLINOIS

NO.	BY	DATE	REVISION	NO.	BY	DATE



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

Meeting: 05/26/20 07:00 PM
Department: Glen Ellyn Village Board
Department Head: William Holmer
Category: Purchase
Prepared By: Lindsey Kaminsky

SCHEDULED

AGENDA ITEM (ID # 4485)

DOC ID: 4485

Motion to authorize the Village Manager to execute a purchase contract with ACP CreativIT for an amount not-to-exceed \$140,000 to be expensed to the General Fund

Background

The Village of Glen Ellyn Audio Video (AV) System is used to record, archive, transmit, stream, broadcast, and edit audio and video taken from Board/Commission meetings and Adjudication Hearings held in both the Galligan Board Room and Room 301 (audio only). The AV System is also utilized for presentations and sound reinforcement in the Galligan Board Room. The AV system is technologically outdated and plagued with operational problems from years of patchwork fixes. The system needs to be replaced to ensure continued operational capability.

This project was previously discussed by the Village Board on March 23rd, 2020. Staff was given direction to proceed with additional information gathering and to bring the project back to the Village Board.

Subject

The current AV system has been held together on a thin budget and has not been adequately maintained or upgraded over time. Supporting and maintaining the AV system has become a challenge. Many components of the system have been in place for close to 20 years. Because of its age, many of those components are no longer produced or supported by the manufacturer. This produces a "best effort" support model, which creates a system with a high risk for failure. In short, we are at risk of a catastrophic failure of this system. Additionally, staff has received complaints from the public regarding the sound quality broadcast over cable channels during Village Board meetings; however, we have been unable to identify the exact cause of the problems.

Replacing the current AV system would provide many additional capabilities; the following are some of the larger improvements we could expect. The system could be more automated with touch screen control panels. This will allow the system to be more flexible in its use and more user-friendly. The new system will also provide capability to schedule programming for the streaming and cable channels. This allows for informational slides, recorded events, etc. to be broadcast at specific times, increasing the content that can be provided. Audio issues present in the current system will also be addressed with the new system. Additionally, the AV System Studio and Board Room presentation area would be reworked to provide a more professional look.

Staff considered a phased approach to replacing the system to soften the impact to the budget; however, with the previous information taken into account and to assure the continued operation, the recommendation is to replace the system in its entirety. The current system is built on outdated analog technology; the industry is now standardized on digital technologies. This makes it inherently difficult to replace the system in phases.

Once replaced, the IT Division would officially oversee the new system and its operations. The expected useful life of the system is 10 years with minimal additional investment during that timeframe.

Staff has obtained estimates from several AV system integrators and the estimated costs are provided below. These estimates are based upon building a system that is comparable in features to our current system.

Budget Impact

We have obtained quotes from vendors for a system which would have similar, but more extensive, capabilities to our current system. Costs range from \$136,000 - \$225,000 for a new system, and we should expect annual maintenance costs to be approximately \$10,000. Currently, there is \$25,000 budgeted toward this expenditure; as the scope and magnitude of repairs has become more apparent. The balance of this cost could be funded from bond proceeds as part of the Civic Center improvements.

We obtained approximate quotes from three vendors as follows:

Vendor	Approximate Cost
EOC Audio	\$133,000
AVI Systems	\$225,000
ACP CreativIT	\$134,000

These are preliminary quotes provided without a full upfront system design. Upfront system designs are often costly and, in this case, give little benefit over the process for obtaining an approximate cost. Staff invests a fair amount of time working with vendors to ensure as accurate of a quote as possible.

Each vendor and their engineers were brought onsite and given the opportunity to survey the facility and the current AV system. Staff and the vendor also discussed in detail the expectations for the system. On average, these meetings lasted 2 hours and vendors are encouraged to inquire about any additional information needed. The end result is a very accurate approximate cost for the system from each vendor. Once a vendor is chosen for the project, Staff and the vendor meet again and review the project design and work out the details within the budget parameters.

Based on a thorough review, staff is recommending the quote provided by ACP CreativIT. EOC Audio submitted the lowest approximate cost; however there were key components not reflected in the estimate (which were in the ACP estimate) that would significantly increase the overall cost. Staff is recommending an authorization amount of \$140,000 if the Board elects to proceed with this project. This includes a 5% contingency fund, as it is possible that additional components/labor will be needed due to the nature of the project and the condition of the current system.

Strategic Plan Initiative

Strategic Issue I: INFRASTRUCTURE. Invest in infrastructure to meet key needs, including downtown accessibility, Village facilities, streets, utility, and technology improvements.

Strategic Issue III: COMMUNICATIONS AND ENGAGEMENT. Communicate with, educate and involve the community and volunteers to support and act on the Village's high priority needs and opportunities. Enhance social media presence and cable channel utilization as communication tools: Audio, Video Aspect, Programming.

Action Requested

Given the importance of communication that has been brought into focus especially in these current times, this project is a critical need. Therefore, staff is requesting the Board approve these improvements in a not-to-exceed amount of \$140,000.



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

Meeting: 05/26/20 07:00 PM
Department: Glen Ellyn Village Board
Department Head: Lindsey Kaminsky
Category: Discussion Item
Prepared By: Lindsey Kaminsky

SCHEDULED

AGENDA ITEM (ID # 4494)

DOC ID: 4494

Village Manager Franz will lead a discussion regarding A Toda Madre's license agreement and streetscape cost share.

Background: The Village has been encouraging sidewalk cafes for many years to enhance the Central Business District (CBD) and support restaurants as a key component of our restaurant niche downtown. A Toda Madre, located at Main and Pennsylvania, has been a thriving restaurant in Glen Ellyn since it opened 7 years ago. The owner of the business, Patrick Neary, has long been interested in expanding their restaurant and providing outdoor seating on Pennsylvania. Due to the streetscape planning process and plans to reconstruct the streets and sidewalk in the CBD, we have not been able to support these efforts to date. Due to the delay caused by Frida and now the delays from the Covid-19 pandemic, staff is recommending that Village support these efforts to improve and enhance the exterior of the restaurant at this time.

Subject: The streetscape project contemplates in this area to widen the sidewalks on this section of Penn and incorporate the new design concepts improved for the downtown. No final decisions have been made related to the design, so staff is suggesting that this site be considered as a fourth mock-up area to try out and test these design concepts. Necessary infrastructure improvements include widening the sidewalk, storm sewer upgrades, and relocating the traffic signage are some of the improvements planned for this area. Given that the Village was willing to pay for this infrastructure improvements at some point, we believe it is fair to only charge the costs associated with doing this project as a standalone project. In addition, the improvement will be built on the Village's ROW as permanent improvements, thereby, a license agreement would be necessary to allow a private entity to use public property. An annual fee would be appropriate given these circumstances. The Village has not finalized the fee nor the agreement and would have to bid out this work to determine the public improvement cost associated with to the owner.

Below is a summary from Mr. Neary requesting support of this project:

A Toda Madre has long had an interest in improving the external functionality and appearance of our premises. We have in past years engaged architects to develop a rendering of (a) a permanent outdoor patio on Pennsylvania, (b) an operable window and seating on Main and (c) a general modernization and upgrade of the façade and signage on both the West and North side of the building. Ultimately, we will want to upgrade and expand our kitchen to support the additional seating. The result of these improvements should be increased sales and sales tax revenues, substantial improvement in visual appeal of a major corner in downtown Glen Ellyn, and a much needed foothold for outdoor dining in the downtown area. In addition, this might be an opportunity for the Village to provide a model pilot implementation of CBD Streetscape ideas.

Plans for the façade upgrade are in process of submission and I believe the patio addition could also be submitted very quickly. (See attached) However, the tentative plans call for all of these improvements are predicated on a widening of the sidewalk on Pennsylvania from the corner of Main/Pennsylvania to East end

of our building. The patio would start at ground level on the Main end with elevation as it moves eastward. This would be responsive to the current grade of Pennsylvania and allow for handicapped access to the patio. In addition, we welcome the sewer improvements on Pennsylvania which would address some current deficiencies and age of the existing infrastructure and likely be a prerequisite to our kitchen expansion.

We have discussed alternatives for providing financial contribution to this project including a finite amount of cost sharing and annual leasing of sidewalk access for patio. We would discuss these ideas with the building owner as order of magnitude numbers could be developed. We do not believe these matters should be an impediment to moving forward.

In any business environment the timing and disruption resulting from these projects needs to be carefully considered. The COVID-19 related issues make the timing and disruption issues even more critical to manage. We are very sensitive to having adequate areas to maintain current levels of guest pick-up and delivery sales. Thanks for your consideration. I would be happy to answer any further questions.

Recommendation: As the Village finalizes the streetscape design and has been encouraged to activate the street, create activity generating businesses, as well as meet the goals of the previous and current Strategic Plans including creating an 18-hour downtown, this project would help meet those objectives. In addition, the Village is currently supporting outdoor dining at all restaurants as a way to combat the Covid-19 pandemic. Staff supports this project and recommends the board directs staff to develop a license agreement not exceeding \$5000 annually, and charge up to \$25k for costs of the infrastructure costs.

ATTACHMENTS:

- 2018-1012 A Toda Madre Site Sketch_918084 (PDF)



PRELIMINARY NOT FOR
CONSTRUCTION
10/12/2018

PROJECT
A TODA MADRE
ADA IMPROVEMENTS
499 N MAIN STREET
GLEN ELLYN, IL 60137
FOR
BIEN TRUCHA

PROJECT NUMBER | 918084

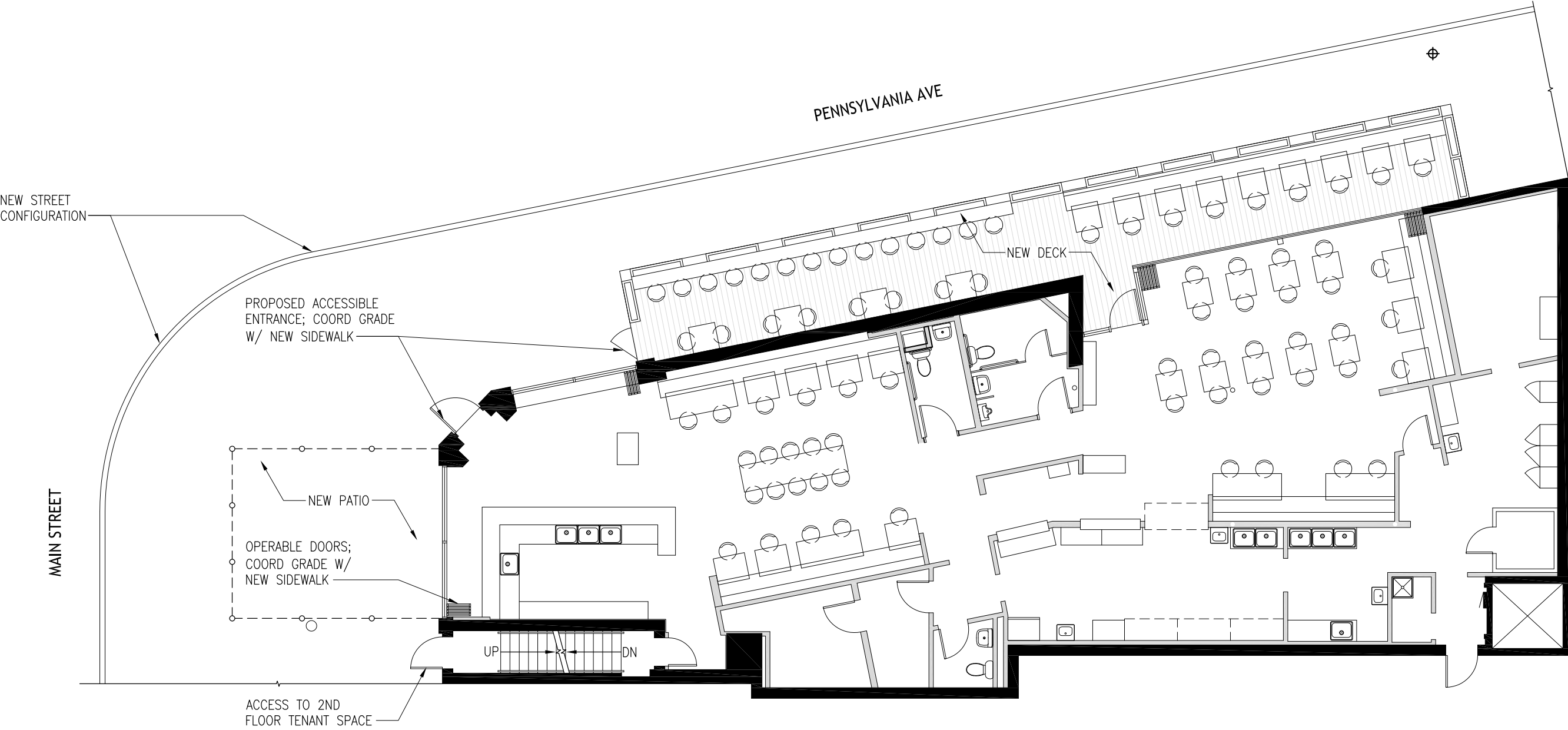
ISSUE

RE-ISSUE

DESCRIPTION
SIDEWALK & STREET
RECONSTRUCTION REVIEW

TORCH ARCHITECTURE INC
27 W JEFFERSON AVE STE 200 NAPERVILLE IL 60540
P 630 420 1900 TORCHARCHITECTURE.COM

SK 001



 **SITE PLAN**
3/32" = 1'-0"