



Agenda
Village of Glen Ellyn
Regular Meeting
Monday, February 22, 2016
7:00 PM
Glen Ellyn Civic Center, Galligan Board Room

Village Board Meeting Procedures Statement

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

A. Call to Order

B. Roll Call

C. Pledge of Allegiance

D. Village Recognition: (Village Clerk Galvin)

1. A second grade class from St. Petronille Catholic School personally delivered a Valentine Tree to the Police Department, to show their appreciation for all of the Officers.
2. The Village Board and Management Team congratulate the following employees who have celebrated an anniversary as a Village employee:

David Scuito	Police Department	20 Years
Craig Holstead	Police Department	10 Years

E. Audience Participation

1. Proclamation in recognition of the 2015 Glenbard West High School Football Team State Champions.
2. Open: Members of the public are welcome to speak to any item *not* specifically listed on tonight's agenda for up to three minutes. For those items which are on tonight's agenda, the public will have the opportunity to comment at the time the item is discussed. In either case, please complete the Audience Participation form and turn it in to the Village Clerk. It is requested that, if possible, one spokesman for a group be appointed to present the views of the entire group. Speakers who are recognized are requested to step to a microphone and state their name, address and the group they are representing prior to addressing the Village Board.

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

Motion to approve the following items including Payroll and Vouchers totaling \$1,561,514.85: (Trustee Senak)

1. January 25, 2016 Regular Village Board Meeting Minutes.
2. February 8, 2016 Regular Village Board Meeting Minutes.
3. Total Expenditures (Payroll and Vouchers) - \$1,561,514.85.

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

4. Approve change of route of the annual event, B.R. Ryall YMCA 5K YRun: For a Better You, to take place on May 21, 2016. (Assistant Village Manager Stonitsch)
5. Approve a Fire Prevention Award Request in the amount of \$3,750 to property owner Joseph Costello for improvements proposed to 476 N. Main Street. (Economic Development Coordinator Hannah)
6. Ordinance No. 6386, An Ordinance Authorizing the Village to Enter a Contract for the Sale of 825 N. Main Street. (Economic Development Coordinator Hannah)
7. Resolution No. 16-02, A Resolution Authorizing the Execution of an Agreement Between the Village of Glen Ellyn and the County of DuPage Governing the Receipt by the Village of Community Development Block Grant - Disaster Recovery Funds in the Original Amount of \$245,000 for the Lake Ellyn Outlet Control Structure Replacement Project. (Professional Engineer Minix)
8. Waive local competitive bidding for a cooperative purchase through the Suburban Purchasing Cooperative, which is an authorized exception in the purchasing policy, to award a contract to Superior Road Striping, of Melrose Park, Illinois, for the contemplated pavement marking work for FY16, Parking Lot Maintenance/Street Painting, in the not-to-exceed amount of \$60,000, to be expensed to the General and Parking Funds. (Public Works Director Hansen)
9. Approve award of a contract to Bracing Systems, Inc., of Hanover Park, Illinois, for the purchase of detectable warning panels, at a unit price of \$125 per panel, in a not-to-exceed amount of \$31,250, to be expensed to the Capital Projects Fund. (Public Works Director Hansen)
10. Ordinance No. 6387-VC, An Ordinance to Amend Section 9-5-6 (Schedule F; Parking Prohibited at All Times) of the Village Code Regarding Parking on Duane Street East of Park Boulevard. (Chief Norton)
11. Accept the Village Strategic Plan for 2016-2017. (Village Manager Franz)

G. 608 Newton Avenue Zoning Variation: (Presented by Planning and Development Director) (Trustee Ladesic)

1. Ordinance No. 6388, An Ordinance Approving Variations from the Zoning Code Requirements to Combine Two Adjacent Lots under Common Ownership at 608 and 612 Newton Avenue.

H. Amendments to Budget for Fiscal Year Ending December 31, 2016: (Presented by Assistant Finance Director Thomas) (Trustee O'Shea)

1. Ordinance No. 6389, An Ordinance Amending the Budget of the Village of Glen Ellyn for the Fiscal Year Ending December 31, 2016 to Provide Funds for Prior Year Projects, Encumbrances and Capital Improvements.

I. Taylor Avenue Pedestrian Underpass Project Phase II Engineering Services: (Professional Engineer Minix) (Trustee Kenwood)

1. Motion to approve an engineering agreement with Alfred Benesch & Company, of Chicago, Illinois, for Phase II (detailed design) services for the Taylor Avenue Pedestrian Underpass Project, for a revised total fixed price of \$136,560, to be expensed to the Capital Projects Fund.

J. Reminders

1. A Village Board Special Workshop is scheduled for Monday, February 29, 2016 at 7:00PM in Room 301 of the Glen Ellyn Civic Center.
2. A Village Board Meeting is scheduled for Monday, March 14, 2016 at 7:00PM in the Galligan Board Room of the Glen Ellyn Civic Center.

K. Other Business

L. Motion to adjourn to Executive Session for the purposes of discussing collective negotiating matters between public employers and their employees or representatives, and reviewing and approving executive session minutes, without returning to open session thereafter. (Trustee Clark)



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

Meeting: 02/22/16 07:00 PM
Department: Administration - Recognition
Department Head: Al Stonitsch
Category: Recognition
Prepared By: Caroline Conlon

SCHEDULED

AGENDA ITEM (ID # 2118)

DOC ID: 2118

A second grade class from St. Petronille Catholic School personally delivered a Valentine Tree to the Police Department, to show their appreciation for all of the Officers.

ATTACHMENTS:

- Recognition 01 PD Valentine from St. Pet's (PDF)





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

Meeting: 02/22/16 07:00 PM
Department: Administration - Recognition
Department Head: Al Stonitsch
Category: Recognition
Prepared By: Caroline Conlon

SCHEDULED

AGENDA ITEM (ID # 2119)

DOC ID: 2119

The Village Board and Management Team congratulate the following employees who have celebrated an anniversary as a Village employee: David Scuito Police Department 20 Years Craig Holstead Police Department 10 Years



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

Meeting: 02/22/16 07:00 PM
Department: Administration - Recognition
Department Head: Al Stonitsch
Category: Proclamation
Prepared By: Caroline Conlon

SCHEDULED

AGENDA ITEM (ID # 2115)

DOC ID: 2115

**Proclamation in recognition of the 2015 Glenbard West High School
Football Team State Champions.**

ATTACHMENTS:

- GlenbardWestFootballTeam2015 (PDF)



VILLAGE OF GLEN ELLYN

Proclamation

IN RECOGNITION OF GLENBARD WEST HIGH SCHOOL HILLTOPPERS FOOTBALL TEAM STATE CHAMPIONS

WHEREAS, Glenbard West High School is recognized as a school of distinction; and

WHEREAS, the dedication of faculty, administration, students and parents has produced high-quality academic, extracurricular, and athletic programs; and

WHEREAS, the 2015 Hilltoppers Football Team, with head coach Chad Hetlet guiding the team to victory, captured the West Suburban Conference championship and the Class 7A State championship; and

WHEREAS, the hard work, perseverance, sportsmanship, leadership, talent and exceptional teamwork of this Football Team enabled these student athletes to earn their place in Hitters history.

NOW, THEREFORE, I, ALEXANDER W. DEMOS, President of the Village of Glen Ellyn, Illinois, do hereby convey the sincere congratulations of the Village Board and the residents of Glen Ellyn for the outstanding effort and achievement of this Glenbard West High School Hilltoppers Football Team, and offer our best wishes for continued success in years to come.

VILLAGE PRESIDENT
ATTEST:

VILLAGE CLERK

DATE



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

Meeting: 02/22/16 07:00 PM
Department: Administration
Department Head: Al Stonitsch
Category: Minutes
Prepared By: Caroline Conlon

SCHEDULED

AGENDA ITEM (ID # 2121)

DOC ID: 2121

January 25, 2016 Regular Village Board Meeting Minutes.

ATTACHMENTS:

- Minutes 01-25-2016 Village Board Regular Meeting (PDF)

**Minutes
Village Board Meeting
Glen Ellyn Village Board of Trustees
Monday, January 25, 2016**

Call to Order

Village President pro tem Ladesic called the meeting to order at 7:01 p.m.

Roll Call:

Upon roll call by Village Clerk Galvin, Village President pro tem Ladesic and Trustee Clark, Elliott, O'Shea and Senak answered "Present". President Demos was excused.

In Attendance: Village Clerk Galvin, Village Manager Franz, Assistant Manager Stonitsch, Village Attorney Mathews, Assistant Finance Director Thomas, Director of Planning and Development Hulseberg, Deputy Police Chief Holmer, Professional Engineer Minix and Communications Coordinator Megan Plahm.

A motion was made by Trustee Elliott and seconded by Trustee Clark to join the meeting by phone. Upon roll call, Village President pro tem Ladesic and Trustees Clark, Elliott, O'Shea and Senak voted "Aye." Motion carried.

Pledge of Allegiance:

President pro tem Ladesic asked Boy Scout Andrew Fanella to lead the Pledge of Allegiance.

Village Recognition:

1. School District #41 sent their thanks to Administrative Intern Brendon Mendoza and Community Service Officer Rick Perez for providing an enriching experience to the students participating in a Problem-Based Learning initiative.
2. Officer Carrie Nemchock received a note of appreciation from a participant in the Mentor Program for having the opportunity to ride-along and learn about police work.

Audience Participation

Manager Franz introduced Communications Coordinator Megan Plahm.

Mr. Dan Anderson, Glen Ellyn Historical Society, provided an overview of his new book, "A Romp through Glen Ellyn History ... from the first shot fired at Gettysburg to the inside story on Madame Rieck's brothel". This is a follow-up to his first volume in 2009, "24 Tales of Murder, Mayhem, Infidelity, Pranks and Other Intriguing Tidbits of Glen Ellyn History."

Ms. Karen Hall, Glen Ellyn Historical Society reviewed their upcoming events:

- February 6: Stormy Weather, with Katherine Dunham,
February 27: Sears Homes,

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March 5: Maria Callas as Coco Chanel,
 April 7: Flickering Empire: Chicago and the Silent Film Industry,
 April 30: Lucas 30th anniversary Special Showing, and
 May 21: Vintage Car Show.

Agenda Item F. - Consent Agenda:

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

1. November 30, 2015 Special Workshop Minutes.
2. December 7, 2015 Special Workshop Minutes.
3. January 11, 2016 Regular Meeting Minutes.
4. Total Expenditures (Payroll and Vouchers) - \$1,688,258.10. The vouchers have been reviewed by President Demos and Manager Franz prior to this meeting, and are consistent with the Village's purchasing policy.
5. Ordinance No. 6383, An Ordinance Granting Approval of a Sign Variation for the Glen Hill North Office Complex Located at 800 Roosevelt Road.
6. Approve a budget amendment in the CY16 Water/Sewer Fund and to approve the purchase of six (6) Trimble Ranger Receivers with Charging Cradles from Water Resources Incorporated, of Elgin, Illinois, in the contract amount of \$55,900, to be expensed to the CY16 Water/Sewer Fund.

President pro tem Ladesic removed Items 1 and 2 from the Consent Agenda, stating several trustees approached him requesting corrections.

Trustee Elliott asked Village Clerk Galvin about a delay in the minutes with regard to Open Meeting Act requirements for posting minutes. Clerk Galvin responded in October she had abdominal surgery and a respiratory infection; she refrained from asking Village (administrative) Staff for assistance since they did not attend the meetings. Trustee Elliott requested the audio of the November 30 and December 7 Workshop Meetings for review. Manager Franz responded they would provide the audio for the Board.

A motion was made by Trustee Elliott and seconded by Trustee Clark to approve Consent Agenda Items 3-6, including Payroll and Vouchers totaling \$1,688,258.10.

Upon roll call, Village President pro tem Ladesic and Trustees Clark, Elliott, Kenwood, O'Shea and Senak voted "Aye." Motion carried.

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Agenda Item G. - 2013 Street Improvements Project Close-Out: (Presented by Professional Engineer Minix)

Included in the project closeout package is a change order form and Resolution for Village Board consideration in support of a final and balancing change order for the 2013 Street Improvements Project. Construction was initiated in June 2013 and substantially completed in late 2013, with certain improvements completed in 2014 by R. W. Dunteman Company of Addison. Agreement on final quantities was reached after prolonged negotiations between staff, the resident engineers (Engineering Resource Associates) and contractor in an ongoing discussion in 2015. The final Dunteman contract cost reflects a deduction of \$14,000 to defray additional engineering costs incurred because the original project completion date of November 1, 2013 was not achieved.

A motion was made by Trustee Elliott and seconded by Trustee Kenwood to approve the following in a single vote:

1. Resolution No. 16-01, A Resolution Concerning the Determination of the Glen Ellyn Village Board that Change Order Number One - Final with R. W. Dunteman Company for an increase in cost of \$79,438 (including a \$14,000 deduct for extra engineering expenses) is required for the 2013 Street Improvements Project for a revised and final contract cost of \$2,143,611.
2. Motion to increase the appropriation for construction phase engineering services associated with the 2013 Street Improvements Project provided by Engineering Resource Associates in the amount of \$23,139 for a revised total appropriation of \$179,139 to be expensed to the Water, Sanitary Sewer and Capital Projects funds.
3. Motion to approve Amendment No. 1 to the services agreement with Engineering Resource Associates for the 2013 Street Improvements Project for additional construction engineering expenses in the amount of \$30,396 resulting in a total not-to-exceed fee of \$179,139 for the work.

Upon roll call, Village President pro tem Ladesic and Trustees Clark, Elliott, Kenwood, O'Shea and Senak voted "Aye." Motion carried.

Reminders

1. A Village Board Meeting is scheduled for Monday, February 8, 2016 at 7:00PM in the Galligan Board Room of the Glen Ellyn Civic Center.
2. A Village Board Workshop is scheduled for Monday, February 16, 2016 at 7:00PM in Room 301 of the Glen Ellyn Civic Center.

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Adjournment

At 7:34 p.m. a motion was made by Trustee Elliott and seconded by Trustee Kenwood to adjourn. Motion carried.

Respectfully submitted,

Catherine Galvin,
Village Clerk



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

Meeting: 02/22/16 07:00 PM
Department: Administration
Department Head: Al Stonitsch
Category: Minutes
Prepared By: Caroline Conlon

SCHEDULED

AGENDA ITEM (ID # 2122)

DOC ID: 2122

February 8, 2016 Regular Village Board Meeting Minutes.

ATTACHMENTS:

- Minutes 02-08-2016 Village Board Regular Meeting (PDF)

**Minutes
Village Board Meeting
Glen Ellyn Village Board of Trustees
Monday, February 8 2016**

Call to Order

Village President Demos called the meeting to order at 7:04 p.m.

Roll Call:

Upon roll call by Village Clerk Galvin, Village President Demos and Trustees Elliott, Kenwood, Ladesic, O'Shea and Senak answered "Present". Trustee Clark was excused.

In Attendance: Village Clerk Galvin, Village Manager Franz, Assistant Manager Stonitsch, Village Attorney Mathews, Public Works Director Hansen, Director of Planning and Development Hulseberg, Deputy Police Chief Holmer, Village Links General Manager Vesevick and Economic Development Coordinator Hannah.

Pledge of Allegiance:

President Demos asked Staci Hulseberg to lead the Pledge of Allegiance.

Village Recognition:

The Police Department helped to plan, organize and participate in the 17th Annual Shop-with-A-Cop event in conjunction with the Glen Ellyn Park District and the DuPage County Sheriff's Office, to help underprivileged children by providing them with the means to obtain Christmas presents and other needed essentials.

The event was a great success, with thanks and appreciation to the following volunteers: Administrative Assistant Christine Miller, Sergeant Norm Webber, Sergeant Jean Harvey, Sergeant Jim King, Sergeant Brian Beck, Officer Steve Miko, Officer Joseph Flores, Officer Brad Thompson, Detective Kyle Duffie, Records Clerk Vanessa Atkinson, Community Service Officer Rose Volpe, and Community Service Officer Thomas Nickels.

2. The Village would like to thank Commissioner Larry K. LaVanway for his service on the Zoning Board of Appeals.

Audience Participation:

Ms. Erin O'Connor, 596 Grand Avenue, Glen Ellyn approached the Board to state her concerns with the sidewalk/path along Lake Ellyn. There are portions of the sidewalk that are impassable, requiring pedestrians (including children and commuters) to walk in the street. Some of the sidewalk is crushed limestone, which cannot be plowed. Ms. O'Connor was told this may not be done in 4 years and asked that the sidewalk be reconstructed sooner, perhaps with the dam project.

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Mr. Chris Bergman, 696 Grand Avenue, Glen Ellyn and 30 year resident approached the Board to state his concerns with the sidewalk/path along Lake Ellyn. Mr. Bergman stated the sidewalk is a mess and a liability and that one side of the lake is impassable for pedestrians.

Mr. Steve Dimmitt, 677 Lake Road, Glen Ellyn and 20 month resident approached the Board to state his concerns with the sidewalk/path along Lake Ellyn. Mr. Dimmitt walks to the train. In rain and snow the sidewalk is un-walkable. He walks to the train a 6:40 a.m. In the winter it is dark and there is black ice. Can this be the right time to redo the path/sidewalk around Lake Ellyn?

President Demos responded he is a sidewalk advocate. He is certainly a proponent. They will consider and discuss this. Trustee Elliott asked what the legal rights of the path are. Manager Franz responded the Village and the Park District have a role. Attorney Mathews responded the Park District has title and the Village would enter into an Intergovernmental Agreement.

Mr. Steve Dimmitt, 677 Lake Road, Glen Ellyn added that he is curious about the parking arrangements on Lake Road. He recently had workman at his home; they parked on the street and were ticketed. This is inconvenient for guests and workmen. If it is a safety issue with school buses, perhaps the timing of prohibiting parking on Lake Road can be revisited. President Demos asked Mr. Dimmitt to reach out to Manager Franz and Deputy Police Chief Holmer.

Agenda Item F. - Consent Agenda:

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

1. January 18, 2016 Special Board Meeting Minutes.
2. Total Expenditures (Payroll and Vouchers) - \$1,298,140.44. The vouchers have been reviewed by Trustee Senak and Manager Franz prior to this meeting, and are consistent with the Village's purchasing policy.
3. Approve change of location of the Glen Ellyn Infant Welfare Family Fitness Walk/Run annual event to take place on April 17, 2016, from Lake Ellyn Park to the Glenbard West High School track area.
4. Ordinance No. 6384, An Ordinance Authorizing and Granting A Franchise Agreement with Northern Illinois Gas Company (d/b/a Nicor Gas Company) to Construct, Operate and Maintain A Natural Gas Distributing System in and through the Village of Glen Ellyn.
5. Approve the final monthly payment for services rendered to Legendary Marketing, of Lecanto, Florida, for an aggregate total of \$21,000 for CY2015.
6. Approve award of a one-year contract to Arborworks, LLC, of Downers Grove, Illinois, for the 2016-2018 Brush Removal Program, with up to two (2) additional one-year extensions, for a total authorized amount of \$369,000, equaling \$123,000 annually, to be expensed to the Solid Waste Fund.

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Trustee Senak asked about Item 4, and if other municipalities have adopted an agreement. Manager Franz responded that 25 other municipalities have adopted an agreement, the rest will most likely follow suit. Trustee Senak asked about firm allocation instead of the cash value. Manager Franz responded they have used enough terms to get the full reimbursement.

Trustee O'Shea asked what would happen if we do not use all the terms; are we leaving money on the table? Manager Franz responded we would open up the terms and re-negotiate.

Regarding Item 6, Trustee O'Shea asked if this was weekly. Public Works Director Hansen responded this is a monthly pick-up.

A motion was made by Trustee Senak and seconded by Trustee O'Shea to approve Consent Agenda Items 1-6, including Payroll and Vouchers totaling \$1,298,140.44.

Upon roll call, Trustees Elliott, Kenwood, Ladesic, O'Shea and Senak voted "Aye." Motion carried.

Agenda Item G. - Enclaves Subdivision Annexation Agreement:

Trustee Elliott stated he would recuse himself from voting on the Enclaves Subdivision Annexation Agreement.

A motion was made by Trustee Ladesic and seconded by Trustee Kenwood to open a public hearing regarding the Enclaves Subdivision Annexation Agreement, and continue the public hearing to March 14, 2016.

Upon roll call, Trustees Kenwood, Ladesic, O'Shea and Senak voted "Aye." Motion carried.

A motion was made by Trustee Kenwood and seconded by Trustee O'Shea to close a public hearing regarding the Enclaves Subdivision Annexation Agreement, and continue the public hearing to March 14, 2016.

Upon roll call, Trustees Kenwood, Ladesic, O'Shea and Senak voted "Aye." Motion carried.

Reminders

1. A Special Village Board Meeting is scheduled for Tuesday, February 16, 2016 at 6:30PM in Room 301 of the Glen Ellyn Civic Center.
2. A Regular Village Board Meeting is scheduled for Monday, February 22, 2016 at 7:00PM in the Galligan Board Room of the Glen Ellyn Civic Center.

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Special Board Meeting
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Adjournment

At 7:28 a motion was made by Trustee O'Shea and seconded by Trustee Kenwood to adjourn to Executive Session for the purpose of setting the price for sale or lease of property, without returning to open session thereafter.

Upon roll call, Trustees Elliott, Kenwood, Ladesic, O'Shea and Senak voted "Aye." Motion carried.

Respectfully submitted,

Catherine Galvin,
Village Clerk



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

Meeting: 02/22/16 07:00 PM
Department: Administration
Department Head: Al Stonitsch
Category: Vouchers
Prepared By: Caroline Conlon

SCHEDULED

AGENDA ITEM (ID # 2120)

DOC ID: 2120

Total Expenditures (Payroll and Vouchers) - \$1,561,514.85.
The vouchers have been reviewed by Trustee Senak and Manager Franz prior to this meeting, and are consistent with the Village's purchasing policy.

ATTACHMENTS:

- Vouchers 02-22-2016 (PDF)

Approval of Vouchers
For the Village Board Meeting of February 22, 2016

EXPENDITURES:

Accounts Payable Warrant DED0216	2/5/2016	\$	3,536.41
Accounts Payable Warrant 0216-1	2/5/2016	\$	1,043,835.72
Accounts Payable Warrant 0216-2	2/12/2016	\$	58,445.45
Sub-Total		\$	1,105,817.58
			Warrant Total \$ 1,105,817.58

PAYROLL EXPENDITURES**February 5, 2016****Net Employee Payroll Checks****\$284,601.10****Employee & Employer Payroll Deductions:**

Employee Deductions*	127,411.58
IMRF - Employer contribution	21,894.00
Social Security/Medicare Tax Withheld - Employer portion	21,790.59
Total Payroll	\$ 455,697.27

\$	-	\$	-	\$	455,697.27
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GRAND TOTAL \$ 1,561,514.85

* 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.

02/12/2016 12:22 VILLAGE OF GLEN ELLYN
maryr PAID WARRANT REPORT

WARRANT: DED0216

TO FISCAL 2016/02 01/01/2016 TO 12/31/2016

VENDOR NAME DOCUMENT	INV DATE VOUCHER PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
3275 MARK BINKERD 65476 INVOICE: DED0216	01/29/16 DED0216	219842	P	02/05/16	60000	520893	108.90
VENDOR TOTALS	108.90 YTD INVOICED					108.90 YTD PAID	108.90
5296 LEE BIRNBAUM 65477 INVOICE: DED0216	01/29/16 DED0216	219843	P	02/05/16	60000	520893	182.00
VENDOR TOTALS	182.00 YTD INVOICED					182.00 YTD PAID	182.00
959 WILLIAM BRUNO 65478 INVOICE: DED0216	01/29/16 DED0216	219844	P	02/05/16	60000	520893	289.67
VENDOR TOTALS	289.67 YTD INVOICED					289.67 YTD PAID	289.67
2755 SUZANNE CONNORS 65479 INVOICE: DED0216	01/29/16 DED0216	219845	P	02/05/16	60000	520893	183.00
VENDOR TOTALS	183.00 YTD INVOICED					183.00 YTD PAID	183.00
7757 CHRISTINA COYLE 65475 INVOICE: DED0216	01/29/16 DED0216	219846	P	02/05/16	60000	520893	231.00
VENDOR TOTALS	231.00 YTD INVOICED					231.00 YTD PAID	231.00
7307 SUSAN DERONNE 65480 INVOICE: DED0216	01/29/16 DED0216	219847	P	02/05/16	60000	520893	241.00
VENDOR TOTALS	241.00 YTD INVOICED					241.00 YTD PAID	241.00
7971 MARK FRANZ 65481 INVOICE: DED0216	01/29/16 DED0216	219848	P	02/05/16	60000	520893	100.00
VENDOR TOTALS	100.00 YTD INVOICED					100.00 YTD PAID	100.00
7777 MELISSA HILT 65482 INVOICE: DED0216	01/29/16 DED0216	219849	P	02/05/16	60000	520893	25.00
VENDOR TOTALS	25.00 YTD INVOICED					25.00 YTD PAID	25.00
4127 KATHRYN HORN 65483 INVOICE: DED0216	01/29/16 DED0216	219850	P	02/05/16	60000	520893	200.00

02/12/2016 12:22 VILLAGE OF GLEN ELLYN
maryr PAID WARRANT REPORT

WARRANT: DED0216

TO FISCAL 2016/02 01/01/2016 TO 12/31/2016

VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS			200.00	YTD INVOICED			200.00	YTD PAID	200.00
3226 GARY MEGER 65484 INVOICE: DED0216	01/29/16			219851	P	02/05/16	60000	520893	WELLNESS/HEALTH INCENTIVE
VENDOR TOTALS			80.80	YTD INVOICED			80.80	YTD PAID	80.80
6295 PAULA MORITZ 65485 INVOICE: DED0216	01/29/16			219852	P	02/05/16	60000	520893	WELLNESS/HEALTH INCENTIVE
VENDOR TOTALS			229.30	YTD INVOICED			229.30	YTD PAID	229.30
4106 PATRICIA O'CONNOR 65486 INVOICE: DED0216	01/29/16			219853	P	02/05/16	60000	520893	WELLNESS/HEALTH INCENTIVE
VENDOR TOTALS			175.00	YTD INVOICED			175.00	YTD PAID	175.00
158 CHRISTIAN PEKAREK 65487 INVOICE: DED0216	01/29/16			219854	P	02/05/16	60000	520893	WELLNESS/HEALTH INCENTIVE
VENDOR TOTALS			375.00	YTD INVOICED			375.00	YTD PAID	375.00
4150 EDWARD POSH 65488 INVOICE: DED0216	01/29/16			219855	P	02/05/16	60000	520893	WELLNESS/HEALTH INCENTIVE
VENDOR TOTALS			200.00	YTD INVOICED			200.00	YTD PAID	200.00
8331 EMMA SPRAU 65489 INVOICE: DED0216	01/29/16			219856	P	02/05/16	60000	520893	WELLNESS/HEALTH INCENTIVE
VENDOR TOTALS			200.00	YTD INVOICED			200.00	YTD PAID	200.00
2688 MICHELE STEGALL 65490 INVOICE: DED0216	01/29/16			219857	P	02/05/16	60000	520893	WELLNESS/HEALTH INCENTIVE
VENDOR TOTALS			122.00	YTD INVOICED			122.00	YTD PAID	122.00
293 EVA P. TAVES 65491 INVOICE: DED0216	01/29/16			219858	P	02/05/16	60000	520893	WELLNESS/HEALTH INCENTIVE
VENDOR TOTALS			193.74	YTD INVOICED			193.74	YTD PAID	193.74

02/12/2016 12:22 VILLAGE OF GLEN ELLYN
maryr PAID WARRANT REPORT

WARRANT: DED0216

VENDOR NAME

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

4492 KURT VAVRA 01/29/16 219859 P 02/05/16 60000 520893 WELLNESS/HEALTH INCENTIVE
65473 INVOICE: DED0216

VENDOR TOTALS 400.00 YTD INVOICED 400.00 YTD PAID 400.00
REPORT TOTALS 3,536.41

COUNT AMOUNT
TOTAL PRINTED CHECKS 18 3,536.41

** END OF REPORT - Generated by Mary Romanelli **

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VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
2021 A-RELIABLE PRINTING 65492 01/26/16 INVOICE: 17610				219860	P	02/05/16	50100	PROFESSIONAL SERVICES - O	34.70
65492 01/26/16 INVOICE: 17610				219860	P	02/05/16	50200	PROFESSIONAL SERVICES - O	34.70
65498 01/19/16 INVOICE: 17582				219860	P	02/05/16	134100	PRINTING	113.00
VENDOR TOTALS				2,207.62	YTD	INVOICED		2,207.62 YTD PAID	182.40
9905 MICHAEL ABELLERA 65493 01/26/16 INVOICE: 20416				219861	P	02/05/16	1000	MISCELLANEOUS REVENUE	50.00
VENDOR TOTALS				50.00	YTD	INVOICED		50.00 YTD PAID	50.00
6381 AFFILIATED CUSTOMER SERVICE, INC 65495 01/19/16 INVOICE: 26523				219862	P	02/05/16	45000	CIVIC CENTER RENOVATION	3,936.00
VENDOR TOTALS				7,873.00	YTD	INVOICED		7,873.00 YTD PAID	3,936.00
8252 RIGHTWAY PRINTING 65497 02/03/16 INVOICE: 45179				219863	P	02/05/16	122100	PRINTING	1,525.57
VENDOR TOTALS				1,525.57	YTD	INVOICED		1,525.57 YTD PAID	1,525.57
52 SOUTH WEST INDUSTRIES INC 65494 01/11/16 INVOICE: 179502				219864	P	02/05/16	121300	MAINTENANCE-BUILDING & GR	3,400.00
VENDOR TOTALS				3,798.00	YTD	INVOICED		3,798.00 YTD PAID	3,400.00
8480 APPLIED INDUSTRIAL TECHNOLOGIES, INC 65496 01/20/16 INVOICE: 96639166				219865	P	02/05/16	65000	OPERATING SUPPLIES	287.70
VENDOR TOTALS				673.39	YTD	INVOICED		673.39 YTD PAID	287.70
9910 ARBORS OF GLEN ELLYN 65533 02/04/16 INVOICE: 65533				219866	P	02/05/16	500	ACCOUNTS RECV - UTILITY BI	76.81
VENDOR TOTALS				76.81	YTD	INVOICED		76.81 YTD PAID	76.81
8437 B & F CONSTRUCTION CODE SERVICES, INC 65500 01/25/16 INVOICE: 43303				219867	P	02/05/16	126200	BUILDING REVIEWS	993.03

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VENDOR TOTALS							7,365.61 YTD PAID
96 BONNELL INDUSTRIES, INC. 65499 01/20/16 INVOICE: 167080-IN	219868 P 02/05/16	65000			530310	PARTS PURCHASED	71.54
VENDOR TOTALS							3,354.81 YTD PAID
5431 CHICAGO METROPOLITAN FIRE PREVENTION CO. 65507 01/01/16 INVOICE: IN00122815	219869 P 02/05/16	121600			521055	PROFESSIONAL SERVICES - O	207.75
VENDOR TOTALS							207.75 YTD PAID
6043 CHICAGO PARTS & SOUND LLC 65501 01/27/16 INVOICE: 735179 65502 01/27/16 INVOICE: 735178 65503 01/21/16 INVOICE: 734058 65504 01/18/16 INVOICE: 733153	219870 P 02/05/16	65000			530310	PARTS PURCHASED	50.59
							50.59
							89.98
							233.94
							138.77
VENDOR TOTALS							1,279.17 YTD PAID
1862 CLASSIC GRAPHIC INDUSTRIES INC. 65505 01/11/16 INVOICE: 78568 65505 01/11/16 INVOICE: 78568 65505 01/11/16 INVOICE: 78568 65505 01/11/16 INVOICE: 78568 65505 01/11/16 INVOICE: 78568 65505 01/11/16 INVOICE: 78568 65505 01/11/16 INVOICE: 78568	219871 P 02/05/16	121100			530100	OFFICE SUPPLIES	106.67
							64.51
							28.06
							16.83
							54.90
							55.38
							53.84
							28.06
VENDOR TOTALS							408.25 YTD PAID
9911 CRANNY, TIMOTHY 65534 02/04/16 INVOICE: 65534	219872 P 02/05/16	540			120210	ACCOUNTS RECV - UTILITY BI	49.55

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VENDOR TOTALS												
204 DAILY HERALD	01/12/16											
65508	T4429571			219873	P	02/05/16	100	240100	ESCROWS - DEVELOPER DEPOS		240100	
65509	01/15/16			219873	P	02/05/16	143100	521055	PROFESSIONAL SERVICES - O		521055	
	INVOICE: T4429904											
VENDOR TOTALS												
		1,584.70						1,584.70	YTD PAID		1,584.70	YTD INVOICED
225 THE DIRECT RESPONSE RESOURCE, INC.	01/25/16			219874	P	02/05/16	122200	520900	POSTAGE & SHIPPING		520900	
65510	INVOICE: 16-0113P											
VENDOR TOTALS												
		2,800.00						2,800.00	YTD PAID		2,800.00	YTD INVOICED
2558 R. W. DUNTEMAN COMPANY	08/01/15			219875	P	02/05/16	50100	580100	13005 2013 STREET IMPROVEMENTS		580100	
65604	INVOICE: 5											
65604	08/01/15			219875	P	02/05/16	50200	580100	13005 2013 STREET IMPROVEMENTS		580100	
65604	INVOICE: 5											
65604	08/01/15			219875	P	02/05/16	40000	580160	13005 2013 STREET IMPROV		580160	
	INVOICE: 5											
VENDOR TOTALS												
		150,145.33						150,145.33	YTD PAID		150,145.33	YTD INVOICED
262 DUPAGE WATER COMMISSION	02/01/16			16280	W	02/05/16	50100	530500	LAKE MICHIGAN WATER		530500	
DPWC-89	INVOICE: DPWC-102											
VENDOR TOTALS												
		603,437.00						603,437.00	YTD PAID		603,437.00	YTD INVOICED
291 EUCLID BEVERAGE, LTD	01/28/16			219876	P	02/05/16	550	150303	BEER INVENTORY		150303	
65511	INVOICE: 6929012839											
VENDOR TOTALS												
		1,330.80						1,330.80	YTD PAID		1,330.80	YTD INVOICED
311 THE TERRAMAR GROUP, INC	01/27/16			219877	P	02/05/16	65000	530310	PARTS PURCHASED		530310	
65512	INVOICE: 64774											
VENDOR TOTALS												
		613.39						613.39	YTD PAID		613.39	YTD INVOICED
9362 G & K SERVICES, CO	01/29/16			219878	P	02/05/16	143100	520970	MAINTENANCE-BUILDING & GR		520970	
65513	INVOICE: 1028307946											
65513	01/29/16			219878	P	02/05/16	65000	521125	LEASED EQUIPMENT		521125	
	INVOICE: 1028307946											
VENDOR TOTALS												
		17.80										
		48.96										

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VENDOR TOTALS			200.28	YTD		INVOICED		200.28	YTD PAID
356 GLEN ELLYN VOLUNTEER FIRE CO. 648452 02/02/16 INVOICE: FY16-2				219879	P	02/05/16	24000	FIRE COMPANY CONTRIBUTION	520150
VENDOR TOTALS			93,924.00	YTD		INVOICED		93,924.00	YTD PAID
4739 GORDON FOOD SERVICE, INC. 65514 01/28/16 INVOICE: 167951543				219880	P	02/05/16	550	FOOD INVENTORY	150301
65514 01/28/16 INVOICE: 167951543				219880	P	02/05/16	550	NA BEVERAGES INVENTORY	150305
VENDOR TOTALS			591.62	YTD		INVOICED		591.62	YTD PAID
368 GRACE LUTHERAN CHURCH GRACE-35 02/02/16 INVOICE: GRACE-53				219881	P	02/05/16	121500	PROFESSIONAL SERVICES - O	521055
GRACE-35 02/02/16 INVOICE: GRACE-53				219881	P	02/05/16	121500	TELECOMMUNICATIONS	521195
VENDOR TOTALS			600.00	YTD		INVOICED		600.00	YTD PAID
929 W.W. GRAINGER INC 65515 01/15/16 INVOICE: 801555681				219882	P	02/05/16	121300	OPERATING SUPPLIES	530105
VENDOR TOTALS			2,832.60	YTD		INVOICED		2,832.60	YTD PAID
380 HALL'S SAFETY EQUIPMENT CORP. 65522 01/25/16 INVOICE: 116-0434-1				219883	P	02/05/16	143100	UNIFORMS	530445
65522 01/25/16 INVOICE: 116-0434-1				219883	P	02/05/16	143300	UNIFORMS	530445
65522 01/25/16 INVOICE: 116-0434-1				219883	P	02/05/16	50100	UNIFORMS	530445
65522 01/25/16 INVOICE: 116-0434-1				219883	P	02/05/16	50200	UNIFORMS	530445
VENDOR TOTALS			539.12	YTD		INVOICED		539.12	YTD PAID
6405 HIGHLAND BAKING CO 65517 01/27/16 INVOICE: 1017998				219884	P	02/05/16	550	FOOD INVENTORY	150301
65518 01/28/16 INVOICE: 1018388				219884	P	02/05/16	550	FOOD INVENTORY	150301
65519 01/29/16 INVOICE: 1019074				219884	P	02/05/16	550	FOOD INVENTORY	150301
65520 01/30/16				219884	P	02/05/16	550	FOOD INVENTORY	150301

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INVOICE: 1020057							
VENDOR TOTALS	1,615.49	YTD	INVOICED	1,615.49	YTD	PAID	215.52
9087 ILLINOIS POWER MARKETING COMPANY							
65516 01/20/16		219885	P	02/05/16	21000	STREET LIGHTING/ENERGY CO	4,601.99
INVOICE: 104285016011							
65516 01/20/16		219885	P	02/05/16	21000	STREET LIGHTING/ENERGY CO	1,182.66
INVOICE: 104285016011							
65600 01/20/16		219885	P	02/05/16	21000	STREET LIGHTING/ENERGY CO	5,588.09
INVOICE: 104285016011-1							
65600 01/20/16		219885	P	02/05/16	21000	STREET LIGHTING/ENERGY CO	2,365.33
INVOICE: 104285016011-1							
VENDOR TOTALS	26,726.95	YTD	INVOICED	26,726.95	YTD	PAID	13,738.07
399 HYDROTEX PARTNERS, LTD							
65521 01/19/16		219886	P	02/05/16	65000	GAS AND OIL	4,838.47
INVOICE: 265299							
VENDOR TOTALS	4,838.47	YTD	INVOICED	4,838.47	YTD	PAID	4,838.47
401 INTERNATIONAL ASSN OF CHIEFS OF POLICE							
65525 01/08/16		219887	P	02/05/16	134100	DUES-SUBSCRIPTIONS-REG FE	150.00
INVOICE: 1001180330							
VENDOR TOTALS	150.00	YTD	INVOICED	150.00	YTD	PAID	150.00
444 INTERSTATE BATTERY SYS OF SW CHICAGO							
65523 01/28/16		219888	P	02/05/16	65000	PARTS PURCHASED	479.80
INVOICE: 24022834							
VENDOR TOTALS	1,389.40	YTD	INVOICED	1,389.40	YTD	PAID	479.80
3779 JENSEN ENVIRONMENTAL MANAGEMENT INC							
65527 01/21/16		219889	P	02/05/16	45000	OTHER VILLAGE FACILITIES	680.00
INVOICE: J16-18							
VENDOR TOTALS	680.00	YTD	INVOICED	680.00	YTD	PAID	680.00
5172 JP COOKE COMPANY							
65526 01/22/16		219890	P	02/05/16	121100	OFFICE SUPPLIES	188.21
INVOICE: 379418							
VENDOR TOTALS	188.21	YTD	INVOICED	188.21	YTD	PAID	188.21
7304 KALWEIT CONSTRUCTION COMPANY							
65531 01/24/16		219891	P	02/05/16	121300	MAINTENANCE-BUILDING & GR	975.00
INVOICE: 122315							

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VENDOR TOTALS			975.00	YTD INVOICED			975.00	YTD PAID	975.00
1456 KANE-DUPAGE SOIL & WATER 65528 01/28/16 INVOICE: FY16-24				219892	P	02/05/16	50200	EMPLOYEE EDUCATION	35.00
VENDOR TOTALS			70.00	YTD INVOICED			70.00	YTD PAID	35.00
612 KONICA MINOLTA BUSINESS SOLUTIONS INC 65529 01/24/16 INVOICE: 9002104093 65530 01/23/16 INVOICE: 9002100761				219893	P	02/05/16	121400	COPIER	332.28
				219893	P	02/05/16	121400	COPIER	211.29
VENDOR TOTALS			1,674.76	YTD INVOICED			1,674.76	YTD PAID	543.58
1197 LEOPARDO COMPANIES, INC. 65610 12/18/15 INVOICE: 2016119 65611 12/18/15 INVOICE: 2016119-1 65612 01/26/16 INVOICE: 2016121			20160001	219894	P	02/05/16	40000	15005 POLICE STATION	135,664.00
				219894	P	02/05/16	121300	CONTRACT MAINT SERVICE	2,771.00
VENDOR TOTALS			223,305.00	YTD INVOICED			223,305.00	YTD PAID	223,305.00
562 M.E.SIMPSON CO., INC. 65537 01/28/16 INVOICE: 28057				219895	P	02/05/16	50100	PROFESSIONAL SERVICES - O	475.00
VENDOR TOTALS			950.00	YTD INVOICED			950.00	YTD PAID	475.00
595 MENARDS, INC. 65541 01/15/16 INVOICE: 10207				219896	P	02/05/16	50100	MAINTENANCE-HYDRANTS	42.88
VENDOR TOTALS			470.83	YTD INVOICED			470.83	YTD PAID	42.88
966 WM. F. MEYER CO. 65589 01/19/16 INVOICE: S3039941.001				219897	P	02/05/16	50100	MAINTENANCE-VALVES	246.86
VENDOR TOTALS			246.86	YTD INVOICED			246.86	YTD PAID	246.86
8668 MID-WEST INSTITUTIONAL FOODS DISTRIBUTORS, INC 65532 01/27/16 INVOICE: 481205 65532 01/27/16 INVOICE: 481205 65535 01/29/16				219898	P	02/05/16	550	FOOD INVENTORY	244.08
				219898	P	02/05/16	550	NA BEVERAGES INVENTORY	40.34
				219898	P	02/05/16	550	FOOD INVENTORY	376.91

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INVOICE: 482451 65536 01/30/16 INVOICE: 483025				219898	P	02/05/16	550 150301	FOOD INVENTORY	170.48
VENDOR TOTALS			4,180.65 YTD INVOICED					4,180.65 YTD PAID	831.81
9906 LILIANA MILROY 65540 01/29/16 INVOICE: 20416				219899	P	02/05/16	5300 440530	LEASED PARKING LOT FEES	251.67
VENDOR TOTALS			251.67 YTD INVOICED					251.67 YTD PAID	251.67
470 JAMES MONSON 65539 01/29/16 INVOICE: ER020416				219900	P	02/05/16	134300 520600	DUES-SUBSCRIPTIONS-REG FE	22.00
VENDOR TOTALS			22.00 YTD INVOICED					22.00 YTD PAID	22.00
8205 MUNICIPAL GIS PARTNERS, INC 65538 01/31/16 INVOICE: 2850 65538 01/31/16 INVOICE: 2850 65538 01/31/16 INVOICE: 2850				219901	P	02/05/16	121400 521055	PROFESSIONAL SERVICES - O	2,630.53
VENDOR TOTALS			15,745.48 YTD INVOICED					15,745.48 YTD PAID	7,891.60
5841 GENUINE PARTS CO-NAPA 65545 01/26/16 INVOICE: 351073				219902	P	02/05/16	65000 530310	PARTS PURCHASED	120.76
VENDOR TOTALS			182.91 YTD INVOICED					182.91 YTD PAID	120.76
635 NATIONAL ELEVATOR INSPECTION SVCS INC 65546 01/28/16 INVOICE: 219992				219903	P	02/05/16	126200 521044	ELEVATOR INSPECTIONS	100.00
VENDOR TOTALS			1,300.00 YTD INVOICED					1,300.00 YTD PAID	100.00
8790 A NEW DAIRY CO, INC 65542 01/29/16 INVOICE: 1476538 65542 01/29/16 INVOICE: 1476538 65543 01/26/16 INVOICE: 1476057				219904	P	02/05/16	550 150301	FOOD INVENTORY	151.78
VENDOR TOTALS			1,671.56 YTD INVOICED					1,671.56 YTD PAID	375.76
651 NORTHERN ILLINOIS GAS COMPANY									

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65544 INVOICE:	01/28/16	65544		219905	P	02/05/16	55720	521200 UTILITIES	1,392.47
65544 INVOICE:	01/28/16	65544		219905	P	02/05/16	55730	521200 UTILITIES	1,392.47
VENDOR TOTALS				11,149.38	YTD INVOICED			11,149.38 YTD PAID	2,784.94
1458 OFFICE DEPOT, INC	01/19/16	818691666001		219906	P	02/05/16	134100	530100 OFFICE SUPPLIES	6.24
65547 INVOICE:	01/19/16	818691666001		219906	P	02/05/16	134200	530100 OFFICE SUPPLIES	115.71
65547 INVOICE:	01/19/16	818691666001		219906	P	02/05/16	134300	530100 OFFICE SUPPLIES	2.99
65548 INVOICE:	01/12/16	818691666001		219906	P	02/05/16	134200	530100 OFFICE SUPPLIES	-99.99
65549 INVOICE:	01/16/16	816337135001		219907	P	02/05/16	122200	530100 OFFICE SUPPLIES	22.11
65549 INVOICE:	01/16/16	818441027001		219907	P	02/05/16	121100	530100 OFFICE SUPPLIES	12.11
65550 INVOICE:	01/18/16	818441027001		219907	P	02/05/16	121100	530100 OFFICE SUPPLIES	4.38
65551 INVOICE:	01/18/16	818441085001		219907	P	02/05/16	126500	530100 OFFICE SUPPLIES	61.99
65552 INVOICE:	01/18/16	818441086001		219907	P	02/05/16	121100	530100 OFFICE SUPPLIES	54.98
65553 INVOICE:	01/21/16	818441087001		219907	P	02/05/16	121100	530100 OFFICE SUPPLIES	117.98
VENDOR TOTALS				1,537.31	YTD INVOICED			1,537.31 YTD PAID	298.58
676 PACKEY WEBB FORD, INC.	01/28/16	65554		219909	P	02/05/16	65000	530310 PARTS PURCHASED	83.33
65555 INVOICE:	01/20/16	132539		219909	P	02/05/16	65000	530310 PARTS PURCHASED	283.42
65556 INVOICE:	01/20/16	132439		219909	P	02/05/16	65000	530310 PARTS PURCHASED	27.93
65557 INVOICE:	01/22/16	132444		219909	P	02/05/16	65000	530310 PARTS PURCHASED	-12.03
65558 INVOICE:	01/22/16	132460		219909	P	02/05/16	65000	530310 PARTS PURCHASED	49.18
65559 INVOICE:	01/21/16	132474		219908	P	02/05/16	65000	530310 PARTS PURCHASED	19.08
65560 INVOICE:	01/21/16	8772		219908	P	02/05/16	65000	530310 PARTS PURCHASED	-3.18
VENDOR TOTALS				1,335.08	YTD INVOICED			1,335.08 YTD PAID	447.73
703 PLANNING RESOURCES, INC.	12/29/15	65601		219910	P	02/05/16	40000	580100 15005 POLICE STATION	840.00

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INVOICE: 12025	01/11/16			219910	P	02/05/16	40000	580100 15005 POLICE STATION	877.50
INVOICE: 12035									
VENDOR TOTALS				7,741.25 YTD INVOICED				7,741.25 YTD PAID	1,717.50
715 PRESCIENT DEVELOPMENT, INC.									
INVOICE: 116017	01/01/16			219911	P	02/05/16	121400	521055 PROFESSIONAL SERVICES - O	3,166.66
VENDOR TOTALS				6,333.32 YTD INVOICED				6,333.32 YTD PAID	3,166.66
6552 PROVANTAGE CORPORATION									
INVOICE: 7583607	01/26/16			219912	P	02/05/16	121200	530100 OFFICE SUPPLIES	89.00
INVOICE: 7580495	01/21/16			219912	P	02/05/16	121400	570110 COMPUTER EQUIPMENT/PROJEC	187.66
INVOICE: 7580501	01/21/16			219912	P	02/05/16	121400	570110 COMPUTER EQUIPMENT/PROJEC	571.31
INVOICE: 7575203	01/14/16			219912	P	02/05/16	121400	570110 COMPUTER EQUIPMENT/PROJEC	93.00
INVOICE: 7579219	01/20/16			219912	P	02/05/16	121400	570110 COMPUTER EQUIPMENT/PROJEC	160.00
VENDOR TOTALS				1,993.75 YTD INVOICED				1,993.75 YTD PAID	1,100.99
9907 MATTHEW RATHKE									
INVOICE: VR020416	01/29/16			219913	P	02/05/16	1000	420100 VEHICLE LICENSES	110.00
VENDOR TOTALS				110.00 YTD INVOICED				110.00 YTD PAID	110.00
4804 RED BUD SUPPLY, INC.									
INVOICE: 141031	01/14/16			219914	P	02/05/16	143300	530225 SAFETY SUPPLIES	107.82
INVOICE: 141031	01/14/16			219914	P	02/05/16	143400	530225 SAFETY SUPPLIES	131.87
VENDOR TOTALS				239.69 YTD INVOICED				239.69 YTD PAID	239.69
750 REZEK, HENRY, MEISENHEIMER/GENDE INC									
INVOICE: 23	01/25/16			219915	P	02/05/16	40000	580100 14001 CAPITAL IMPROVEMENTS	923.14
VENDOR TOTALS				6,500.18 YTD INVOICED				6,500.18 YTD PAID	923.14
8689 RUSH TRUCK CENTERS OF ILLINOIS, INC									
INVOICE: 3001401547	01/25/16			219916	P	02/05/16	65000	530310 PARTS PURCHASED	196.38

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VENDOR NAME DOCUMENT	INV DATE VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION		
VENDOR TOTALS			224.92	YTD	INVOICED		224.92	YTD	PAID
9909 SAM ASH MUSIC CORPORATION 65569 01/22/16 INVOICE: 20416			219917	P	02/05/16	134200	580110	EQUIPMENT/CAPITAL OUTLAY	1,478.90
VENDOR TOTALS			1,478.90	YTD	INVOICED		1,478.90	YTD	PAID
7116 THEOPHILUS SCHMIDT TRUST B FY13-14 02/02/16 INVOICE: FY16-2			219918	P	02/05/16	53000	521155	RENTAL-LEASE	500.00
VENDOR TOTALS			1,000.00	YTD	INVOICED		1,000.00	YTD	PAID
5718 JEREMIAH SCHMIDT 65580 01/29/16 INVOICE: ER020416			219919	P	02/05/16	134300	520600	DUES-SUBSCRIPTIONS-REG FE	22.00
VENDOR TOTALS			22.00	YTD	INVOICED		22.00	YTD	PAID
1379 SOUTHERN WINE & SPIRITS OF ILLINOIS 65571 01/28/16 INVOICE: 5120432 65572 01/08/16 INVOICE: 1093798			219920	P	02/05/16	550	150304	WINE INVENTORY	991.75
VENDOR TOTALS			8,645.08	YTD	INVOICED		8,645.08	YTD	PAID
2687 STAPLES CONTRACT & COMMERCIAL, INC. 65582 01/07/16 INVOICE: 3289053149 65583 01/15/16 INVOICE: 3289820898			219921	P	02/05/16	121300	530105	OPERATING SUPPLIES	1,087.04
VENDOR TOTALS			1,506.61	YTD	INVOICED		1,506.61	YTD	PAID
8180 STEPP MANUFACTURING CO, INC 65577 01/22/16 INVOICE: 49507 65578 01/26/16 INVOICE: 49513			219922	P	02/05/16	65000	530310	PARTS PURCHASED	306.38
VENDOR TOTALS			389.11	YTD	INVOICED		389.11	YTD	PAID
4590 STEVE PIPER & SONS, INC. 65579 01/22/16 INVOICE: 3244			219923	P	02/05/16	143400	521090	TREE TRIMMING	1,561.95
VENDOR TOTALS			56,212.65	YTD	INVOICED		56,212.65	YTD	PAID

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VENDOR NAME DOCUMENT	INV DATE VOUCHER PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
9908 HEATHER SUMMERS 65581 01/29/16 INVOICE: PR020416		219924	P	02/05/16	5300	440530	508.48
							508.48
VENDOR TOTALS							508.48
2425 SUNRISE ELECTRIC SUPPLY INC. 65570 01/27/16 INVOICE: C14150		219925	P	02/05/16	143300	521045	343.00
							343.00
VENDOR TOTALS							343.00
5758 SWAHM 724769 02/02/16 INVOICE: SWAHM-86		16281	W	02/05/16	60000	520895	188,879.70
							188,879.70
VENDOR TOTALS							188,879.70
844 SYSCO FOOD SERV - CHICAGO, INC 65573 01/22/16 INVOICE: 601221174 65574 01/27/16 INVOICE: 601270222 65574 01/27/16 INVOICE: 601270222 65574 01/27/16 INVOICE: 601270222 65575 01/29/16 INVOICE: 601291235 65576 02/02/16 INVOICE: 602021859 65576 02/02/16 INVOICE: 602021859 65576 02/02/16 INVOICE: 602021859		219926	P	02/05/16	550	150301	104.20
							1,842.66
							422.38
							75.16
							1,632.36
							766.61
							84.39
							39.84
VENDOR TOTALS							4,967.60
865 ACUSHNET COMPANY 65584 01/27/16 INVOICE: 901904966		219927	P	02/05/16	550	150300	186.84
							186.84
VENDOR TOTALS							186.84
3580 TRUGREEN LIMITED PARTNERSHIP 65585 01/14/16 INVOICE: 42446443 65585 01/14/16 INVOICE: 42446443 65585 01/14/16 INVOICE: 42446443		219928	P	02/05/16	143300	520970	380.00
							380.00
							95.00

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65585 INVOICE: 42446443 65585 01/14/16 INVOICE: 42446443	01/14/16			219928	P	02/05/16	50100	MAINTENANCE-BUILDING & GR	47.50
VENDOR TOTALS		950.00	YTD INVOICED				950.00	YTD PAID	47.50
898 UNITED STATES POSTMASTER 65609 02/04/16 INVOICE: 20416	02/04/16			219841	P	02/04/16	55720	POSTAGE & SHIPPING	1,241.68
VENDOR TOTALS		1,241.68	YTD INVOICED				1,241.68	YTD PAID	1,241.68
6191 M.E.C. ENTERPRISES INC 65608 12/10/15 INVOICE: 5373	12/10/15			219929	P	02/05/16	65000	PROFESSIONAL SERVICES - O	9.33
VENDOR TOTALS		9.33	YTD INVOICED				9.33	YTD PAID	9.33
9602 VALDES LLC 65587 01/27/16 INVOICE: 4417	01/27/16			219930	P	02/05/16	65000	OPERATING SUPPLIES	99.99
VENDOR TOTALS		99.99	YTD INVOICED				99.99	YTD PAID	99.99
911 AURORA LAUNDRY COMPANY, INC 65586 01/27/16 INVOICE: 89278 65586 01/27/16 INVOICE: 89278 65586 01/27/16 INVOICE: 89278	01/27/16			219931	P	02/05/16	55730	OPERATING SUPPLIES	73.80
				219931	P	02/05/16	55730	UNIFORMS	13.70
				219931	P	02/05/16	55730	LINENS AND RENTALS	285.97
VENDOR TOTALS		2,434.54	YTD INVOICED				2,434.54	YTD PAID	373.47
9913 MAURICE VAUGHN 65613 01/31/16 INVOICE: 20516	01/31/16			219932	P	02/05/16	55730	ENTERTAINMENT	350.00
VENDOR TOTALS		350.00	YTD INVOICED				350.00	YTD PAID	350.00
915 VERIZON WIRELESS SERVICES LLC 65588 01/16/16 INVOICE: 9758986752	01/16/16			219933	P	02/05/16	134200	TELECOMMUNICATIONS	608.16
VENDOR TOTALS		2,869.75	YTD INVOICED				2,869.75	YTD PAID	608.16
3995 WAREHOUSE DIRECT OFFICE PRODUCTS 65593 01/22/16 INVOICE: 2952634-0 65593 01/22/16	01/22/16			219934	P	02/05/16	143100	OFFICE SUPPLIES	10.19
				219934	P	02/05/16	143300	OFFICE SUPPLIES	10.19

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VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
2021 A-RELIABLE PRINTING 65683 02/02/16 INVOICE: 17636				219940	P	02/12/16	126200	520905	220.0
VENDOR TOTALS				2,207.62	YTD	INVOICED		2,207.62	YTD PAID
9224 ADVANCE STORES COMPANY, INC 65678 01/08/16 INVOICE: 3613				219941	P	02/12/16	65000	530310	5.9
65679 01/11/16 INVOICE: 3686				219941	P	02/12/16	65000	530105	8.0
65680 01/20/16 INVOICE: 4020				219941	P	02/12/16	65000	530105	10.9
65681 01/29/16 INVOICE: 4372				219941	P	02/12/16	65000	530310	128.1
VENDOR TOTALS				311.42	YTD	INVOICED		311.42	YTD PAID
52 SOUTH WEST INDUSTRIES INC 65684 02/01/16 INVOICE: 180749				219942	P	02/12/16	121300	521075	152.9
VENDOR TOTALS				3,798.00	YTD	INVOICED		3,798.00	YTD PAID
8480 APPLIED INDUSTRIAL TECHNOLOGIES, INC 65682 02/04/16 INVOICE: 96645063				219943	P	02/12/16	65000	530310	385.69
VENDOR TOTALS				673.39	YTD	INVOICED		673.39	YTD PAID
7189 ARBORWEAR 65616 02/03/16 INVOICE: 218790				219944	P	02/12/16	143100	530445	79.95
VENDOR TOTALS				2,331.40	YTD	INVOICED		2,331.40	YTD PAID
9380 ARBORWORKS LLC 65666 02/02/16 INVOICE: 2816				219945	P	02/12/16	143400	521103	286.00
VENDOR TOTALS				286.00	YTD	INVOICED		286.00	YTD PAID
6832 POWER UP BATTERIES LLC 65617 01/27/16 INVOICE: 487-106414-01				219946	P	02/12/16	50100	520975	35.25
VENDOR TOTALS				159.46	YTD	INVOICED		159.46	YTD PAID
9917 MARLA J BOENDER 65685 02/05/16 INVOICE: 15.0001				219947	P	02/12/16	100	240100	2,287.44

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VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS			2,287.44	YTD INVOICED			2,287.44	YTD PAID	2,287.44
9745 MAX BROWN 65618 INVOICE: ER020916	02/06/16			219948	P	02/12/16	143400	DUES-SUBSCRIPTIONS-REG FE	61.41
VENDOR TOTALS			61.41	YTD INVOICED			61.41	YTD PAID	61.41
128 CARQUEST AUTO PARTS OF WHEATON IL, INC 65686 INVOICE: 496339 65687 INVOICE: 496678 65688 INVOICE: 496807 65689 INVOICE: 496915 65690 INVOICE: 496916 65691 INVOICE: 497298 65692 INVOICE: 497410 65693 INVOICE: 497919 65694 INVOICE: 497926 65695 INVOICE: 498152 65696 INVOICE: 498353 65697 INVOICE: 499538	01/04/16 01/06/16 01/07/16 01/07/16 01/07/16 01/07/16 01/11/16 01/12/16 01/15/16 01/15/16 01/18/16 01/19/16 01/29/16			219949	P	02/12/16	65000	PARTS PURCHASED	6.07
				219949	P	02/12/16	65000	PARTS PURCHASED	136.48
				219949	P	02/12/16	65000	PARTS PURCHASED	-20.00
				219949	P	02/12/16	65000	PARTS PURCHASED	4.28
				219949	P	02/12/16	65000	PARTS PURCHASED	34.81
				219949	P	02/12/16	65000	PARTS PURCHASED	83.44
				219949	P	02/12/16	65000	PARTS PURCHASED	2.50
				219949	P	02/12/16	65000	PARTS PURCHASED	38.98
				219949	P	02/12/16	65000	PARTS PURCHASED	47.58
				219949	P	02/12/16	65000	PARTS PURCHASED	-4.28
				219949	P	02/12/16	65000	PARTS PURCHASED	49.67
				219949	P	02/12/16	65000	PARTS PURCHASED	24.48
VENDOR TOTALS			925.14	YTD INVOICED			925.14	YTD PAID	403.98
6043 CHICAGO PARTS & SOUND LLC 65701 INVOICE: 737800 65702 INVOICE: 737416 65703 INVOICE: 736259 65704 INVOICE: 736590	02/08/16 02/05/16 02/01/16 02/02/16			219950	P	02/12/16	65000	PARTS PURCHASED	38.27
				219950	P	02/12/16	65000	PARTS PURCHASED	20.70
				219950	P	02/12/16	65000	PARTS PURCHASED	529.10
				219950	P	02/12/16	65000	PARTS PURCHASED	26.14
VENDOR TOTALS			1,279.17	YTD INVOICED			1,279.17	YTD PAID	614.21
3145 CHICAGOLAND TRENCHLESS REHABILITATION, INC 65667	01/21/16			219951	P	02/12/16	50200	MAINTENANCE-OTHER	2,500.00

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VENDOR NAME DOCUMENT	INV DATE VOUCHER PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: 1703							
VENDOR TOTALS	2,500.00	YTD INVOICED			2,500.00	YTD PAID	2,500.00
7913 CHRISTENSEN COMPUTER CO, INC 65620 02/01/16 INVOICE: 110247		219952	P	02/12/16	121400	COMPUTER EQUIPMENT/PROJEC	102.00
VENDOR TOTALS	102.00	YTD INVOICED			102.00	YTD PAID	102.00
9687 CIVIC BETTERMENT 65764 02/01/16 INVOICE: 21116		219953	P	02/12/16	100	ESCROWS - DEVELOPER DEPOS	50.00
VENDOR TOTALS	50.00	YTD INVOICED			50.00	YTD PAID	50.00
8032 PRO-SHOPKEEPER COMPUTER SOFTWARE CO, INC 65698 01/04/16 INVOICE: 401601040040 65699 01/06/16 INVOICE: 401601060006		219954	P	02/12/16	55720	OPERATING SUPPLIES	515.54
VENDOR TOTALS	855.54	YTD INVOICED			855.54	YTD PAID	855.54
175 COMMONWEALTH EDISON COMPANY 65765 01/22/16 INVOICE: 21116		219955	P	02/12/16	40000	LAKE ROAD UNDERGROUND UTI	1,000.00
VENDOR TOTALS	11,755.32	YTD INVOICED			11,755.32	YTD PAID	1,000.00
179 COMPUTERIZED FLEET ANALY., INC 65700 02/02/16 INVOICE: 13084		219956	P	02/12/16	65000	PROFESSIONAL SERVICES - O	1,695.00
VENDOR TOTALS	1,695.00	YTD INVOICED			1,695.00	YTD PAID	1,695.00
5206 TAYKIT INC 65706 02/08/16 INVOICE: 2081501		219957	P	02/12/16	55720	MARKETING	1,658.70
VENDOR TOTALS	1,658.70	YTD INVOICED			1,658.70	YTD PAID	1,658.70
204 DAILY HERALD 65621 01/23/16 INVOICE: T4430605		219958	P	02/12/16	100	ESCROWS - DEVELOPER DEPOS	400.20
VENDOR TOTALS	1,584.70	YTD INVOICED			1,584.70	YTD PAID	400.20
249 DUPAGE COUNTY 65671 12/08/15 INVOICE: 201512080101		219959	P	02/12/16	126200	PRINTING	70.00

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65672 INVOICE: 201512080097 12/08/15 INVOICE: 201512080097	12/08/15			219959	P	02/12/16	126100 520905	PRINTING	83.00
VENDOR TOTALS			408.00 YTD INVOICED					408.00 YTD PAID	255.00
9916 JEFFREY C DAVIES 65708 02/08/16 INVOICE: 234	02/08/16			219960	P	02/12/16	134300 530105	OPERATING SUPPLIES	408.00
VENDOR TOTALS			975.00 YTD INVOICED					975.00 YTD PAID	975.00
1078 EQUIFAX INFORMATION SVCS LLC 65622 01/18/16 INVOICE: 9526558 65668 12/17/15 INVOICE: 8477608	01/18/16			219961	P	02/12/16	134200 521055	PROFESSIONAL SERVICES - O	107.32
VENDOR TOTALS			132.32 YTD INVOICED					132.32 YTD PAID	25.00
291 EUCLID BEVERAGE, LTD 65707 02/04/16 INVOICE: 8177820833	02/04/16			219962	P	02/12/16	550 150303	BEER INVENTORY	132.32
VENDOR TOTALS			1,330.80 YTD INVOICED					1,330.80 YTD PAID	306.80
348 GLEN ELLYN CHAMBER OF COMMERCE 65713 02/04/16 INVOICE: 13579	02/04/16			219963	P	02/12/16	126500 521230	PUBLIC RELATIONS	306.80
VENDOR TOTALS			595.00 YTD INVOICED					595.00 YTD PAID	50.00
922 VILLAGE OF GLEN ELLYN 120495-128 02/01/16 INVOICE: 120495-130 121350-131 02/01/16 INVOICE: 121350-132 122670-131 02/01/16 INVOICE: 122670-132 127680-133 02/01/16 INVOICE: 127680-134 140210-129 02/01/16 INVOICE: 140210-130 140220-131 02/01/16 INVOICE: 140220-132 140250-131 02/01/16 INVOICE: 140250-132 315090-129 02/01/16 INVOICE: 315090-130 315215-115 02/01/16	02/01/16			16283	W	02/12/16	135100 521200	UTILITIES	50.00
				16284	W	02/12/16	121600 521200	UTILITIES	50.00
				16286	W	02/12/16	121600 521200	UTILITIES	163.18
				16287	W	02/12/16	50100 521200	UTILITIES	29.33
				16290	W	02/12/16	53000 521200	UTILITIES	42.31
				16291	W	02/12/16	53000 521200	UTILITIES	19.50
				16292	W	02/12/16	55720 521200	UTILITIES	19.50
				16293	W	02/12/16	121300 521200	UTILITIES	22.50
				16294	W	02/12/16	53000 521200	UTILITIES	363.07
									19.50

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VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: 315215-116	02/01/16			16295	W	02/12/16	121300	UTILITIES	314.92
410010-130	02/01/16						521200		
INVOICE: 410010-131	02/01/16			16296	W	02/12/16	55710	UTILITIES	36.72
411170-121	02/01/16						521200		
INVOICE: 411170-122	02/01/16			16297	W	02/12/16	55720	UTILITIES	265.56
413030-127	02/01/16						521200		
INVOICE: 413030-128	02/01/16			16297	W	02/12/16	55730	UTILITIES	398.35
413030-127	02/01/16						521200		
INVOICE: 413030-128	02/01/16			16298	W	02/12/16	135100	UTILITIES	196.90
423925-131	02/01/16						521200		
INVOICE: 423925-132	02/01/16			16285	W	02/12/16	121600	UTILITIES	19.50
4709522	02/01/16						580100	CONSTRUCTION PROJECTS	35.04
INVOICE: 122675-56	02/01/16			16288	W	02/12/16	40000	CONSTRUCTION PROJECTS	35.04
634834	132570-4						580100		
INVOICE: 634844	02/01/16			16289	W	02/12/16	40000	CONSTRUCTION PROJECTS	2,000.42
INVOICE: 132580-4									
VENDOR TOTALS				4,395.14	YTD INVOICED		4,395.14	YTD PAID	
4090 TEMCO MACHINERY INC.									
65754	02/01/16			219964	P	02/12/16	65000	PARTS PURCHASED	180.85
INVOICE: AG48230							530310		
65755	02/01/16			219964	P	02/12/16	65000	PARTS PURCHASED	192.42
INVOICE: AG48231							530310		
VENDOR TOTALS				595.25	YTD INVOICED		595.25	YTD PAID	373.27
929 W.W. GRAINGER INC									
65623	01/27/16			219965	P	02/12/16	143300	EQUIPMENT/CAPITAL OUTLAY	57.08
INVOICE: 9009617698							580110		
65624	01/27/16			219965	P	02/12/16	143300	MAINTENANCE-STREET LIGHTS	184.80
INVOICE: 9009923302							521045		
65709	01/31/16			219965	P	02/12/16	143300	MAINTENANCE-STREET LIGHTS	1,325.28
INVOICE: 9012881638							521045		
65710	01/29/16			219965	P	02/12/16	143300	MAINTENANCE-STREET LIGHTS	89.00
INVOICE: 9011666683							521045		
65711	01/27/16			219965	P	02/12/16	65000	OPERATING SUPPLIES	78.64
INVOICE: 9010145960							530105		
VENDOR TOTALS				2,832.60	YTD INVOICED		2,832.60	YTD PAID	1,734.80
370 GRAYBAR ELECTRIC COMPANY INC									
65712	02/01/16			219966	P	02/12/16	121400	COMPUTER EQUIPMENT/PROJEC	231.01
INVOICE: 983342065							570110		
VENDOR TOTALS				231.01	YTD INVOICED		231.01	YTD PAID	231.01
9514 HD SUPPLY CONSTRUCTION SUPPLY, LTD									
65719	01/25/16			219967	P	02/12/16	143300	EQUIPMENT/CAPITAL OUTLAY	549.99
INVOICE: 50003871484							580110		

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VENDOR TOTALS		549.99	YTD	INVOICED		549.99	YTD	PAID	549.9
198 HERITAGE-CRYSTAL CLEAN INC									
65716	01/29/16			219968	P	02/12/16	65000	521125	LEASED EQUIPMENT
INVOICE: 13886902									303.8
VENDOR TOTALS		303.81	YTD	INVOICED		303.81	YTD	PAID	303.8
7516 HILL MECHANICAL SERVICE									
65718	01/26/16			219969	P	02/12/16	121300	520970	MAINTENANCE-BUILDING & GR
INVOICE: 240226									697.8
VENDOR TOTALS		8,438.92	YTD	INVOICED		8,438.92	YTD	PAID	697.8
389 HOLSTEIN'S GARAGE									
65717	01/31/16			219970	P	02/12/16	65000	521180	REPAIRS-CONTRACTUAL/LABOR
INVOICE: T1711									210.0
VENDOR TOTALS		584.50	YTD	INVOICED		584.50	YTD	PAID	210.0
425 ILLINOIS SECTION AWWA									
65720	02/05/16			219971	P	02/12/16	50100	520620	EMPLOYEE EDUCATION
INVOICE: 200021364									225.00
VENDOR TOTALS		425.00	YTD	INVOICED		425.00	YTD	PAID	225.00
9530 MICHAEL CHARLES ITALIA									
65705	02/09/16			219972	P	02/12/16	55730	520904	ENTERTAINMENT
INVOICE: 21116									400.00
VENDOR TOTALS		400.00	YTD	INVOICED		400.00	YTD	PAID	400.00
481 JERRY HAGGERTY CHEVROLET INC									
65714	02/02/16			219973	P	02/12/16	65000	530310	PARTS PURCHASED
INVOICE: 161114									7.31
65715	02/02/16			219973	P	02/12/16	65000	530310	PARTS PURCHASED
INVOICE: 161113									28.43
VENDOR TOTALS		61.24	YTD	INVOICED		61.24	YTD	PAID	35.74
8140 KANE, MCKENNA AND ASSOCIATES, INC									
65721	01/29/16			219974	P	02/12/16	26000	521055	PROFESSIONAL SERVICES - O
INVOICE: 13969									525.00
VENDOR TOTALS		1,312.50	YTD	INVOICED		1,312.50	YTD	PAID	525.00
612 KONICA MINOLTA BUSINESS SOLUTIONS INC									
65722	02/25/16			219975	P	02/12/16	121400	520901	COPIER
INVOICE: 297408163									231.00

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VENDOR TOTALS		1,674.76	YTD INVOICED			1,674.76	YTD PAID		231.00
9918 PETER/GRETCHEN LASKA 65727 INVOICE: 15.0004	02/08/16			219976	P	02/12/16	100	ESCROWS - DEVELOPER DEPOS	1,000.00
VENDOR TOTALS		1,000.00	YTD INVOICED			1,000.00	YTD PAID		1,000.00
8983 ANDREW WOOD INC 65669 INVOICE: 399333 65763 INVOICE: 399520	12/15/15			219977	P	02/12/16	55720	MARKETING	1,750.00
	01/15/16			219977	P	02/12/16	55720	MARKETING	1,750.00
VENDOR TOTALS		3,500.00	YTD INVOICED			3,500.00	YTD PAID		3,500.00
546 LEN'S ACE HARDWARE, INC. 65625 INVOICE: 70585 65626 INVOICE: 70602 65627 INVOICE: 70629 65628 INVOICE: 70639 65629 INVOICE: 70640 65630 INVOICE: 70637 65631 INVOICE: 70675 65632 INVOICE: 70694 65632 INVOICE: 70694 65633 INVOICE: 70755 65634 INVOICE: 70767 65635 INVOICE: 70820 65636 INVOICE: 70824 65636 INVOICE: 70824 65637 INVOICE: 70827 65638 INVOICE: 70853 65638	01/04/16			219978	P	02/12/16	53000	MAINTENANCE-BUILDING & GR	54.99
	01/05/16			219978	P	02/12/16	50200	OPERATING SUPPLIES	12.57
	01/06/16			219978	P	02/12/16	50200	SAFETY SUPPLIES	5.83
	01/07/16			219978	P	02/12/16	65000	OPERATING SUPPLIES	14.38
	01/07/16			219978	P	02/12/16	143300	OPERATING SUPPLIES	111.46
	01/07/16			219978	P	02/12/16	143300	OPERATING SUPPLIES	-1.70
	01/08/16			219978	P	02/12/16	50100	MAINTENANCE-EQUIPMENT	6.97
	01/11/16			219978	P	02/12/16	50100	EQUIPMENT/CAPITAL OUTLAY	1.80
	01/11/16			219978	P	02/12/16	50200	EQUIPMENT/CAPITAL OUTLAY	1.79
	01/14/16			219978	P	02/12/16	50200	MAINTENANCE-STORM SEWERS	7.18
	01/14/16			219978	P	02/12/16	143400	OPERATING SUPPLIES	3.58
	01/19/16			219978	P	02/12/16	50100	MAINTENANCE-EQUIPMENT	34.14
	01/19/16			219978	P	02/12/16	50100	UNIFORMS	7.65
	01/19/16			219978	P	02/12/16	50200	UNIFORMS	7.64
	01/19/16			219978	P	02/12/16	50100	OPERATING SUPPLIES	.68
	01/21/16			219978	P	02/12/16	50200	MAINTENANCE-EQUIPMENT	8.08
	01/21/16			219978	P	02/12/16	50200	SAFETY SUPPLIES	8.99

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INVOICE:	70853									
65639	01/21/16				219978	P	02/12/16	50100	520975	4.9
INVOICE:	70865									
65640	01/22/16				219978	P	02/12/16	65000	520970	15.2
INVOICE:	70882									
65641	01/25/16				219978	P	02/12/16	65000	530310	9.7
INVOICE:	70907									
65642	01/27/16				219978	P	02/12/16	50100	520975	1.7
INVOICE:	70953									
65723	01/05/16				219978	P	02/12/16	55715	530105	17.9
INVOICE:	70609									
65724	01/14/16				219978	P	02/12/16	55715	530105	10.3
INVOICE:	70773									
65725	01/15/16				219978	P	02/12/16	55715	530105	2.8
INVOICE:	70781									
65726	01/20/16				219978	P	02/12/16	55715	530105	4.4
INVOICE:	70847									
VENDOR TOTALS					789.96	YTD	INVOICED		789.96	YTD PAID
562 M.E.SIMPSON CO., INC.										353.4
65674	10/31/15				219979	P	02/12/16	50100	521055	475.00
INVOICE:	27683									
VENDOR TOTALS					950.00	YTD	INVOICED		950.00	YTD PAID
9914 RYAN MACCALLUM										475.00
65614	02/06/16				219939	P	02/09/16	55700	580100	3,500.00
INVOICE:	20916									
VENDOR TOTALS					3,500.00	YTD	INVOICED		3,500.00	YTD PAID
7220 JACK R MCMAHON										3,500.00
65729	02/09/16				219980	P	02/12/16	1000	420400	160.00
INVOICE:	21116									
VENDOR TOTALS					160.00	YTD	INVOICED		160.00	YTD PAID
595 MENARDS, INC.										160.00
65643	01/18/16				219981	P	02/12/16	50100	520975	7.44
INVOICE:	10426									
65644	01/29/16				219981	P	02/12/16	143300	530105	25.30
INVOICE:	11367									
65731	02/04/16				219981	P	02/12/16	143300	521045	30.91
INVOICE:	11906									
65732	02/02/16				219981	P	02/12/16	143300	530105	53.48
INVOICE:	11712									
VENDOR TOTALS					470.83	YTD	INVOICED		470.83	YTD PAID
599 MICHAEL'S UNIFORM CO.										117.13

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65645 INVOICE: 79694	02/01/16			219982	P	02/12/16	65000	530445 UNIFORMS	839.71
VENDOR TOTALS			892.35 YTD INVOICED					892.35 YTD PAID	839.71
9673 MULHERIN REHFELDT & VARCHETTO, PC 65728 09/03/15 INVOICE: 21116				219983	P	02/12/16	1000	489000 MISCELLANEOUS REVENUE	5.00
VENDOR TOTALS			5.00 YTD INVOICED					5.00 YTD PAID	5.00
1212 MURPHY & MILLER, INC 65673 01/20/16 INVOICE: 243209				219984	P	02/12/16	121300	520970 MAINTENANCE-BUILDING & GR	493.50
65730 01/22/16 INVOICE: 243272				219984	P	02/12/16	121300	520970 MAINTENANCE-BUILDING & GR	1,979.16
VENDOR TOTALS			2,472.66 YTD INVOICED					2,472.66 YTD PAID	2,472.66
5841 GENUINE PARTS CO-NAPA 65733 02/02/16 INVOICE: 351975				219985	P	02/12/16	65000	530310 PARTS PURCHASED	88.46
65734 01/26/16 INVOICE: 351143				219985	P	02/12/16	65000	530310 PARTS PURCHASED	-60.38
65735 01/28/16 INVOICE: 351412				219985	P	02/12/16	65000	530310 PARTS PURCHASED	7.71
VENDOR TOTALS			182.91 YTD INVOICED					182.91 YTD PAID	35.79
9719 NETWORKFLEET, INC 65677 09/01/15 INVOICE: OSV000000287097				219986	P	02/12/16	65000	521195 TELECOMMUNICATIONS	435.85
65759 02/01/16 INVOICE: OSV000000352330				219986	P	02/12/16	65000	521195 TELECOMMUNICATIONS	435.85
VENDOR TOTALS			1,307.55 YTD INVOICED					1,307.55 YTD PAID	871.70
8130 NEUCO INC 65739 02/04/16 INVOICE: 1833369				219987	P	02/12/16	121300	520970 MAINTENANCE-BUILDING & GR	445.36
VENDOR TOTALS			445.36 YTD INVOICED					445.36 YTD PAID	445.36
651 NORTHERN ILLINOIS GAS COMPANY 65646 01/26/16 INVOICE: 65646				219988	P	02/12/16	50100	521200 UTILITIES	420.54
65647 01/26/16 INVOICE: 65647				219988	P	02/12/16	50100	521200 UTILITIES	139.82
65736 01/21/16 INVOICE: 65736				219988	P	02/12/16	55710	521200 UTILITIES	813.40
65737 01/29/16				219988	P	02/12/16	21000	521190 STREET LIGHTING/ENERGY CO	59.45

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INVOICE: 65737	01/21/16			219988	P	02/12/16	55730	UTILITIES	50.9
INVOICE: 65738	01/21/16								
VENDOR TOTALS				11,149.38	YTD	INVOICED		11,149.38	YTD PAID
1458 OFFICE DEPOT, INC									
INVOICE: 65648	01/23/16			219989	P	02/12/16	121200	OFFICE SUPPLIES	35.9
INVOICE: 65649	01/25/16			219989	P	02/12/16	122200	OFFICE SUPPLIES	8.0
INVOICE: 65650	01/23/16			219989	P	02/12/16	122200	OFFICE SUPPLIES	39.1
INVOICE: 65670	12/17/15			219989	P	02/12/16	121100	OFFICE SUPPLIES	.8
INVOICE: 65670	12/17/15			219989	P	02/12/16	121200	OFFICE SUPPLIES	1.8
INVOICE: 65670	12/17/15			219989	P	02/12/16	121300	OFFICE SUPPLIES	.8
INVOICE: 65670	12/17/15			219989	P	02/12/16	122100	OFFICE SUPPLIES	.9
INVOICE: 65670	12/17/15			219989	P	02/12/16	122200	OFFICE SUPPLIES	.90
INVOICE: 65670	12/17/15			219989	P	02/12/16	126100	OFFICE SUPPLIES	.90
INVOICE: 65670	12/17/15			219989	P	02/12/16	126200	OFFICE SUPPLIES	.90
INVOICE: 65670	12/17/15			219989	P	02/12/16	126500	OFFICE SUPPLIES	.45
VENDOR TOTALS				1,537.31	YTD	INVOICED		1,537.31	YTD PAID
670 DAVID B COULTER									
INVOICE: 65740	02/04/16			219990	P	02/12/16	143400	PROFESSIONAL SERVICES - O	155.00
INVOICE: 21116									
VENDOR TOTALS				2,338.32	YTD	INVOICED		2,338.32	YTD PAID
676 PACKEY WEBB FORD, INC.									
INVOICE: 65675	08/26/15			219991	P	02/12/16	65000	PARTS PURCHASED	19.08
INVOICE: 65741	02/05/16			219992	P	02/12/16	65000	PARTS PURCHASED	146.20
INVOICE: 65742	02/08/16			219992	P	02/12/16	65000	PARTS PURCHASED	168.75
INVOICE: 132668									
VENDOR TOTALS				1,335.08	YTD	INVOICED		1,335.08	YTD PAID
700 THE PITNEY BOWES BANK INC									
INVOICE: 65615	02/09/16			16282	W	02/08/16	122100	POSTAGE & SHIPPING	2,000.00
INVOICE: 20816									

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VENDOR TOTALS			4,000.00	YTD INVOICED			4,000.00	YTD PAID	2,000.00
6552 PROVANTAGE CORPORATION									
65651 01/25/16				219993	P	02/12/16	121400	COMPUTER EQUIPMENT/PROJEC	136.15
INVOICE: 7582919									
65652 01/25/16				219993	P	02/12/16	134100	OFFICE SUPPLIES	52.85
INVOICE: 7582922									
VENDOR TOTALS			1,993.75	YTD INVOICED			1,993.75	YTD PAID	189.00
746 RELIABLE HIGH PERFORMANCE PRODUCTS, INC									
65653 01/25/16				219994	P	02/12/16	50100	UNIFORMS	129.40
INVOICE: 150205									
65653 01/25/16				219994	P	02/12/16	50200	UNIFORMS	129.40
INVOICE: 150205									
65653 01/25/16				219994	P	02/12/16	143400	UNIFORMS	50.20
INVOICE: 150205									
VENDOR TOTALS			309.00	YTD INVOICED			309.00	YTD PAID	309.00
9919 HAITHAM SAIDI									
65746 02/09/16				219995	P	02/12/16	1000	POLICE ORDINANCE FINES	50.00
INVOICE: CR021116									
VENDOR TOTALS			50.00	YTD INVOICED			50.00	YTD PAID	50.00
6093 SCHAMBERGER BROTHERS, INC									
65744 02/05/16				219996	P	02/12/16	550	BEER INVENTORY	438.20
INVOICE: 20593							150303		
VENDOR TOTALS			1,532.80	YTD INVOICED			1,532.80	YTD PAID	438.20
2982 SM CONSTRUCTION									
65748 02/04/16				219997	P	02/12/16	121600	MAINTENANCE-BUILDING & GR	815.00
INVOICE: 21116							520970		
VENDOR TOTALS			815.00	YTD INVOICED			815.00	YTD PAID	815.00
800 SOUKUP HARDWARE STORES									
65658 01/18/16				219998	P	02/12/16	143100	OPERATING SUPPLIES	10.79
INVOICE: 62349							530105		
65659 01/18/16				219998	P	02/12/16	134100	OPERATING SUPPLIES	3.59
INVOICE: 62400							530105		
VENDOR TOTALS			92.14	YTD INVOICED			92.14	YTD PAID	14.38
1379 SOUTHERN WINE & SPIRITS OF ILLINOIS									
65745 02/04/16				219999	P	02/12/16	550	WINE INVENTORY	967.15
INVOICE: 5133061							150304		

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VENDOR TOTALS			8,645.08	YTD INVOICED			8,645.08	YTD PAID	967.15
9084 STATE INDUSTRIAL PRODUCTS CORPORATION									
65747 01/29/16				220000	P	02/12/16	121300	OPERATING SUPPLIES	226.84
INVOICE: 97641942									
VENDOR TOTALS			478.29	YTD INVOICED			478.29	YTD PAID	226.84
4590 STEVE PIPER & SONS, INC.									
65656 02/02/16				220001	P	02/12/16	143400	TREE TRIMMING	6,162.30
INVOICE: 3284									
65676 01/22/16				220001	P	02/12/16	143400	TREE TRIMMING	1,330.60
INVOICE: 3238									
65752 01/22/16				220001	P	02/12/16	143400	TREE TRIMMING	4,077.45
INVOICE: 3238-1									
VENDOR TOTALS			56,212.65	YTD INVOICED			56,212.65	YTD PAID	11,570.35
823 SUBURBAN BUILDING OFFICIALS CONFERENCE									
65654 02/09/16				220002	P	02/12/16	126200	EMPLOYEE EDUCATION	125.00
INVOICE: 20916									
65655 02/09/16				220002	P	02/12/16	126200	EMPLOYEE EDUCATION	125.00
INVOICE: 20916-1									
65749 02/11/16				220002	P	02/12/16	126200	EMPLOYEE EDUCATION	375.00
INVOICE: 21116									
65750 02/11/16				220002	P	02/12/16	126200	EMPLOYEE EDUCATION	125.00
INVOICE: 21116-1									
65751 02/11/16				220003	P	02/12/16	126200	EMPLOYEE EDUCATION	75.00
INVOICE: 21116-2									
VENDOR TOTALS			825.00	YTD INVOICED			825.00	YTD PAID	825.00
5018 SUBURBAN LABORATORIES, INC.									
65657 01/25/16				220004	P	02/12/16	50100	PROFESSIONAL SERVICES - O	235.50
INVOICE: 131030									
VENDOR TOTALS			620.00	YTD INVOICED			620.00	YTD PAID	235.50
835 SUPERIOR BEVERAGE CO.									
65743 02/05/16				220005	P	02/12/16	550	BEER INVENTORY	39.40
INVOICE: 6102									
VENDOR TOTALS			156.95	YTD INVOICED			40.15	YTD PAID	39.40
854 TERRACE SUPPLY COMPANY									
65753 01/31/16				220006	P	02/12/16	65000	LEASED EQUIPMENT	24.18
INVOICE: 960775									
VENDOR TOTALS			62.00	YTD INVOICED			62.00	YTD PAID	24.18

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865 ACUSHNET COMPANY 65756 02/03/16 INVOICE: 901926802				220007	P	02/12/16	150300	PRO SHOP INVENTORY	172.16
VENDOR TOTALS			14,410.22 YTD INVOICED					14,410.22 YTD PAID	172.16
872 TRAFFIC CONTROL & PROTECTION INC 65660 02/01/16 INVOICE: 85556				220008	P	02/12/16	143300	MAINTENANCE-SIGNS	694.75
65661 02/04/16 INVOICE: 85588				220008	P	02/12/16	143300	MAINTENANCE-SIGNS	331.50
VENDOR TOTALS			2,342.75 YTD INVOICED					2,342.75 YTD PAID	1,026.25
9915 MIREILLE UKEYE 65662 02/04/16 INVOICE: CR020916				220009	P	02/12/16	1000	POLICE ORDINANCE FINES	25.00
VENDOR TOTALS			25.00 YTD INVOICED					25.00 YTD PAID	25.00
1220 VERMEER ILLINOIS, INC 65760 02/03/16 INVOICE: P98192				220010	P	02/12/16	65000	PARTS PURCHASED	92.34
VENDOR TOTALS			92.34 YTD INVOICED					92.34 YTD PAID	92.34
3995 WAREHOUSE DIRECT OFFICE PRODUCTS 65664 02/01/16 INVOICE: 2961740-0				220011	P	02/12/16	143100	OFFICE SUPPLIES	30.63
65664 02/01/16 INVOICE: 2961740-0				220011	P	02/12/16	50100	OFFICE SUPPLIES	12.83
65664 02/01/16 INVOICE: 2961740-0				220011	P	02/12/16	50200	OFFICE SUPPLIES	12.82
65664 02/01/16 INVOICE: 2961740-0				220011	P	02/12/16	143300	OFFICE SUPPLIES	12.82
65664 02/01/16 INVOICE: 2961740-0				220011	P	02/12/16	143400	OFFICE SUPPLIES	12.82
VENDOR TOTALS			352.48 YTD INVOICED					352.48 YTD PAID	81.92
9920 PETER M WHALEN 65761 02/09/16 INVOICE: 21116				220012	P	02/12/16	55730	ENTERTAINMENT	150.00
VENDOR TOTALS			150.00 YTD INVOICED					150.00 YTD PAID	150.00
7711 WINDY CITY DISTRIBUTION COMPANY 65762 02/04/16 INVOICE: 680693				220013	P	02/12/16	550	BEER INVENTORY	464.09

02/12/2016 12:18 VILLAGE OF GLEN ELLYN
maryr PAID WARRANT REPORT

WARRANT: 0216-2

TO FISCAL 2016/02 01/01/2016 TO 12/31/2016

VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	AMOUNT
VENDOR TOTALS									464.09
9878 STEVE WITT 65663 INVOICE: ER020916	02/04/16			220014	P	02/12/16	126200	EMPLOYEE EDUCATION	35.00
VENDOR TOTALS									35.00
970 XEROX CORPORATION 65665 INVOICE: 83169814	02/01/16			220015	P	02/12/16	121400	COPIER	477.71
VENDOR TOTALS									477.71
								REPORT TOTALS	58,445.49

COUNT	AMOUNT
TOTAL PRINTED CHECKS	77
TOTAL WIRE TRANSFERS	17
	54,445.03
	4,000.42

** END OF REPORT - Generated by Mary Romanelli **



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

Meeting: 02/22/16 07:00 PM
Department: Administration
Department Head: Al Stonitsch
Category: Special Event
Prepared By: Brendon Mendoza

SCHEDULED

AGENDA ITEM (ID # 2116)

DOC ID: 2116

Approve change of route of the annual event, B.R. Ryall YMCA 5K YRun: For a Better You, to take place on May 21, 2016. (Assistant Village Manager Stonitsch)

Background

In past years, B.R. Ryall YMCA has held an annual 5K event called the "Chase to the Taste" that has operated in tandem with the Glen Ellyn Chamber of Commerce Taste of Glen Ellyn annual special event. This year, the event name was changed to the B.R. Ryall YMCA 5K YRun: For a Better You, but will continue to run in tandem with the Taste of Glen Ellyn special event. The requested date was originally May 14, 2016; however the B.R. Ryall YMCA adjusted their request to May 21, 2016, to coincide with the Taste of Glen Ellyn.

Issues

5K Route

Upon review by Village staff, organizers were requested to develop a new route for the event. Although the original route was used in the past, the Police Department did not want to encourage usage of the original route. The original route crosses various roadways which also cross the railroad tracks in the Village and created potential conflicts with traffic. Upon request, event organizers were agreeable to the route change and provided the attached revised route to account for recommendations provided by Village staff and the Police Department.

Action Requested

Approve the Chase to the Taste 5K special event to occur on May 21, 2016 at 8:00 A.M. until 9:30 A.M. to start at the intersection of Main Street and Hillside Avenue and continue along the revised route.

ATTACHMENTS:

- B.R. Ryall YMCA 5k YRun: For a Better You Special Event Request (PDF)
- B.R. Ryall YMCA 5k YRun: For a Better You Special Event Draft Acceptance Letter (DOC)
- B.R. Ryall YMCA 5k YRun: For a Better You Original Route (PDF)
- B.R. Ryall YMCA 5k YRun: For a Better You Final Revised Route (JPG)



Village of Glen Ellyn Special Event Permit Application

The Special Event Permit Application must be submitted at least **sixty (60) days prior** to the event date in order to ensure sufficient time for processing. Please contact the Administration Department at 630-469-5000, or refer to the Special Event Permit Application Guidelines at www.glenellyn.org for more information.

EVENT INFORMATION				
Event Title	BR Ryall 5K Y Run: For A better You			
Type of Event	☐ Carnival or Rides ☐ Business Special Event ☐ Festival ☐ Outdoor Concert ☐ Parade ☐ Tent Sale ☒ Walk/Run/Bike ☐ Zoo/Circus ☐ Other (please specify): _____			
Event Date(s)	May 14 th , 2016	Time	8:00	
Alternate Date(s)	None	Time	1	
First Time Applicant?	☐ Yes ☒ No	Is it an Annual Event?	☒ Yes ☐ No (Missed 2015)	
Event Website (if any)	www.br Ryallymca.org		Anticipated Attendance	500
Location of Event Please list all requested street or sidewalk closures noting time(s) each street will be closed.	Downtown Glen Ellyn. See attached map			
Describe the Event Please describe your event in detail including any additional information that may be important to understanding its scope and purpose. Please attach any promotional materials regarding the event.	5k Run 1 Mile Run Kid Spectacular run 1/2 blocks held prior to opening of Glen Ellyn Taste.			
Please see Section 3 of the Special Event Application Guidelines for more information regarding Event Activities				
Event Activities Please check all items that will be included in your event. *Extraordinary activities may require additional licenses, fees or submittals (See Guidelines for additional information).	☐ Alcohol* ☐ Animals* ☐ Automobiles ☒ Balloons/Signs/Decorations ☐ Bands/Live Music ☐ Carnival Rides* ☐ Floats ☐ Food Booth(s) ☐ Parade/Race* ☐ Parking Lots* ☒ Portable Toilets ☒ Promotional Signage ☒ Sound Equipment ☒ Stage/Bandshell ☐ Streets/Sidewalks* ☐ Tents ☐ Vendors ☐ Other (please specify): _____			

EVENT ORGANIZER INFORMATION					
Name (First/Last)	Tammy Lemke, Beruall YMCA CEO				
Address	49 Dercke Dr			Apt./Unit	
City	Glen Ellyn	State	IL	Zip Code	60137
Home Phone	630.793.9031	Cell Phone	630.418.5591		
E-mail Address	tlemke@ryallymca.org				
Name of Sponsoring Organization(s) (If applicable/different)	Run Today TMC2				
Organization's Legal Status	☐ Governmental Entity ☒ Non-profit Entity ☐ Commercial Business				
Sponsoring Organization Main Contact (If applicable/different)					
Address				Apt./Unit	
City		State		Zip Code	
Daytime Phone		E-Mail			

All applications should be completed and submitted **not less** than sixty (60) days prior to the event date. Applications that are complete and submitted to the Village along with any necessary submittals will be processed by Village staff. Incomplete applications will be held for processing until it is complete. Please return your completed Special Event Permit Application to:

By Mail/Drop Off: Village of Glen Ellyn, Administration Department, 535 Duane Street Glen Ellyn, IL 60137
By Email: events@glenellyninfo.org

For Office Use Only	
Conditions of Approval:	
Police Chief/Designee (if applicable)	Date
Village Manager/Designee	Date



February 16, 2016

Village President
Alexander W. Demos

Trustees
Dean Clark
Timothy Elliott
John Kenwood
Pete Ladesic
Tim O'Shea
Mark Senak

Village Manager
Mark T. Franz

Village Attorney
Gregory S. Mathews

Civic Center
535 Duane Street
Glen Ellyn, IL 60137

Administration
630-469-5000

Finance
630-547-5235

Planning and Development
630-547-5250

Police
630-469-1187

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

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

Tammy Lemke
49 Deicke Drive
Glen Ellyn, IL 60137

Re: B.R. Ryall 5k Y Run: For a Better You

Dear Ms. Tammy Lemke:

This letter is to confirm approval for the B.R. Ryall 5k Y Run: For a Better You event scheduled for May 21, 2016, as described in your special event application. Approval of the event is outlined below. Please contact the appropriate Village Department should you have any questions on the Village's approval.

1. Approval for the event to begin at 8:00 a.m. on Saturday, May 21, 2016 and to continue until 9:30 a.m. The race will begin at the intersection of Main Street and Hillside Avenue and continue along the approved route.
2. Please contact Sergeant Norm Webber at 630-547-5325 from the Glen Ellyn Police Department by Friday, April 8, 2016 to go over specific details regarding your event and route.
3. B.R. Ryall YMCA must provide advance written notice to the businesses and residents along the approved route of the 5k. Notification must occur prior to Friday, April 8, 2016.
4. B.R. Ryall YMCA is responsible for set up and take down of Village provided barricades. Upon completion of the event, B.R. Ryall YMCA must bring all Village provided street barricades to the start location to be picked up by Public Works. Please work with Sergeant Norm Webber at 630-547-5325 to arrange pick up of barricades.
5. Enough qualified volunteers must be provided by B.R. Ryall YMCA to adequately staff all intersections on the approved 5k route. Additionally, you may be required to pay to hire back police officers should it be deemed necessary. Please work out the exact details of police assignments with Assistant Police Chief Bill Holmer at 630-469-1187 or his designee in advance of the event.
6. B.R. Ryall YMCA is reminded that the use of permanent spray paint along the event route on streets or sidewalks is prohibited. Please use chalk for marking purposes along the approved route.

Ms. Tammy Lemke
B.R. Ryall 5k Y Run: For a Better You

February 16, 2016
Page 2

7. B.R. Ryall YMCA must provide access to a sufficient number of restrooms along with hand washing stations for the entire length of the event. State Plumbing Code requires one unit per 50 people of expected attendance.
8. You may display Special Event Signs in the public right-of-way in accordance with Section 4-5-7(C) of the Sign Code.
9. B.R. Ryall YMCA is reminded that if balloons, signage or other attention getting devices are utilized to direct guests, they must be in accordance with Section 4-5-8 of the Sign Code.
10. Section 6-2-2.5 (Unnecessary Noises) has been waived for the length of the event in order to permit B.R. Ryall YMCA to have amplified live music at the event.
11. B.R. Ryall YMCA is reminded that if the live music is too loud and disruptive, the Police Department will take appropriate action. Please be considerate of the surrounding neighborhoods and ensure music level is appropriate and event hours are followed.
12. The Village is interested in working with your organization to determine the best way to provide electrical power for your event. The Village has different options for power with varying capabilities depending on the location of your event and the amount of power needed. Please contact the Public Works Department at 630-469-6756 with any remaining questions.
13. All ground cables require cable protectors in areas of pedestrian or equipment traffic and need to be inspected prior to use. Please contact the Planning and Development Department at 630-547-5250 to arrange for an inspection prior to the event.
14. B.R. Ryall YMCA will be responsible for any clean-up required following the event.
15. Evidence of insurance from B.R. Ryall YMCA in the amount of \$2 million listing the Village as additionally insured must be presented to Administrative Intern Brendon Mendoza no later than Friday, April 8, 2016.

Copies of your correspondence, together with this reply, are being furnished to appropriate staff members so that necessary arrangements can be made to carry out the requests of your organization. If you have any questions, please contact the appropriate Village personnel. Otherwise, we wish you a very safe and successful event.

Sincerely,

Mark Franz
Village Manager

Ms. Tammy Lemke
B.R. Ryall 5k Y Run: For a Better You

February 16, 2016
Page 3

cc: Staci Hulseberg, Planning and Development Director
Phil Norton, Police Chief
Bill Holmer, Assistant Police Chief
Norm Webber, Police Sergeant
Dave Buckley, Assistant Public Works Director
Al Stonitsch, Assistant Village Manager
Steve Witt, Building and Zoning Official

NE YLAMY@gmail.com

312.933.3296

Neyl Margary
Counner, IL

2006 10 years - 22 April 2006

USA Track & Field
Certified Course

Chase to The Taste 5K - Glen Ellyn, Illinois

Measured by Jay Wright- Hoffman Estates, IL - 22 April 2006
Map Not To Scale

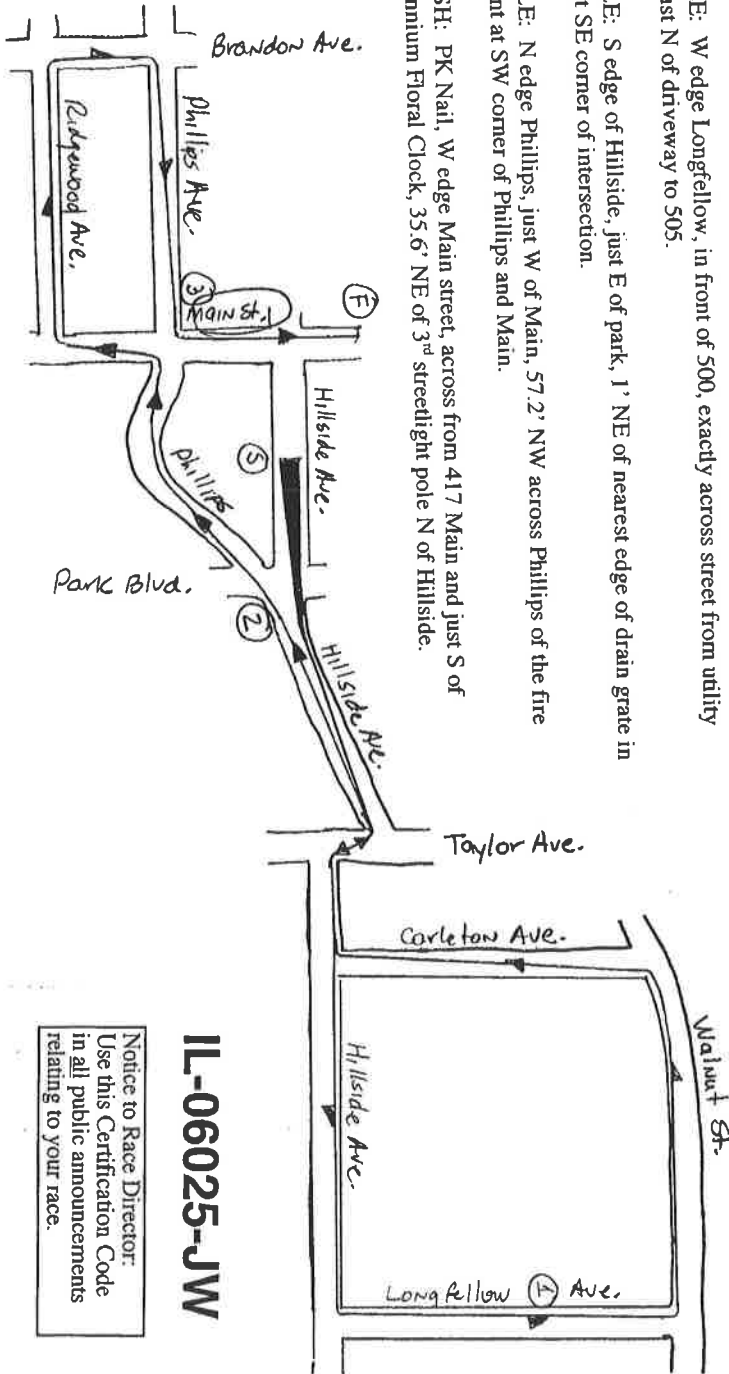
START: PK Nail, N edge Hillside, just W of Forest. Nail is approximately 1' E of the w edge of the sidewalk along the W edge of Forest, and is 28' NW of the fire hydrant at the corner.

1 MILE: W edge Longfellow, in front of 500, exactly across street from utility pole just N of driveway to 505.

2 MILE: S edge of Hillside, just E of park, 1' NE of nearest edge of drain grate in curb at SE corner of intersection.

3 MILE: N edge Phillips, just W of Main, 57.2' NW across Phillips of the fire hydrant at SW corner of Phillips and Main.

FINISH: PK Nail, W edge Main street, across from 417 Main and just S of Millennium Floral Clock, 35.6' NE of 3rd streetlight pole N of Hillside.

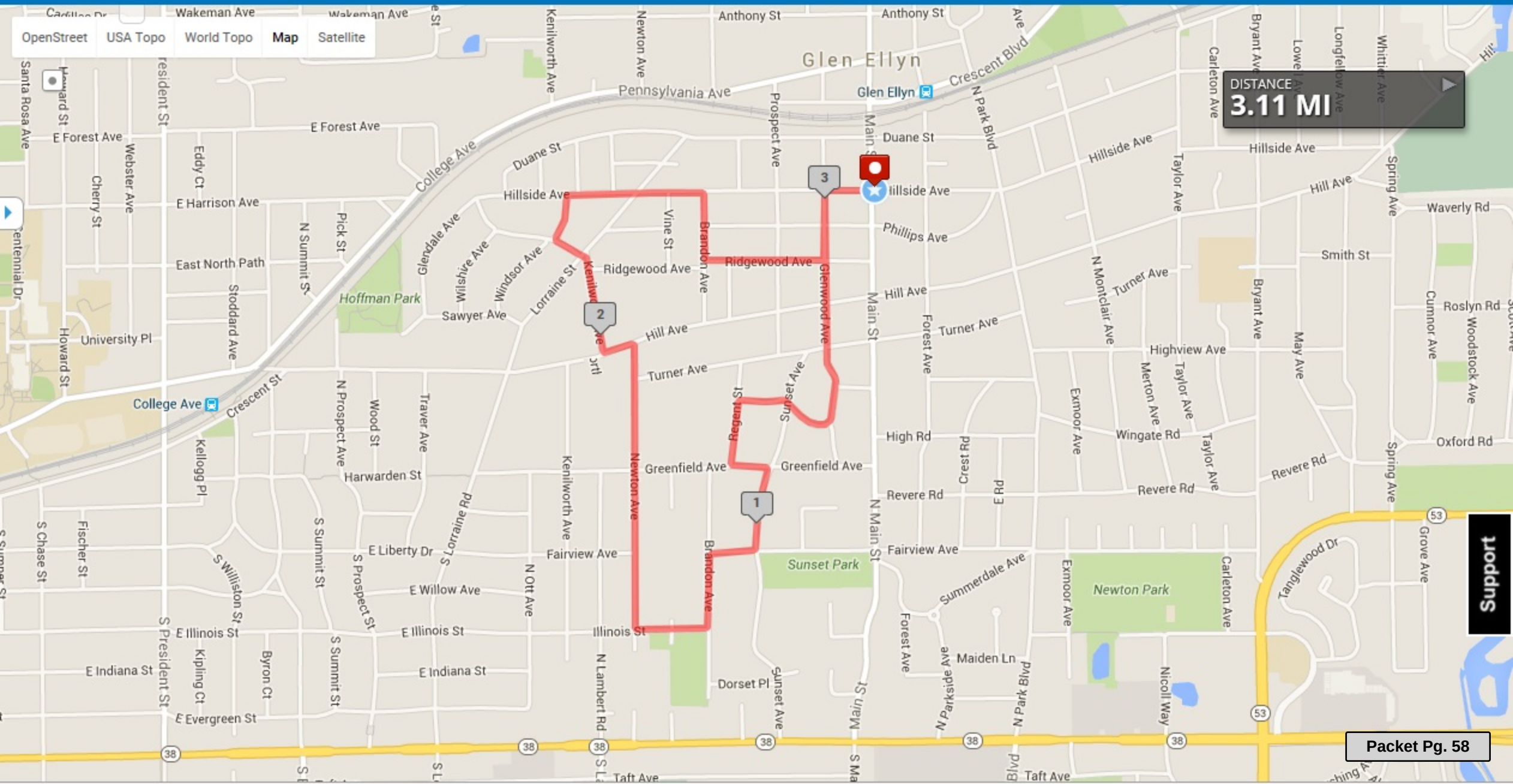


IL-06025-JW

Notice to Race Director:
Use this Certification Code
in all public announcements
relating to your race.

ILLINOIS STATE TRACK & FIELD
OFFICIALS
JAY WRIGHT
HOFFMAN ESTATES, IL
22 APRIL 2006
5K YRUN
FOR A BETTER YOU
B.R. RYALL YMCA
GLEN ELLYN, IL
10 YEARS - 22 APRIL 2006







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

Meeting: 02/22/16 07:00 PM
Department: Administration
Department Head: Al Stonitsch
Category: Award
Prepared By: Meredith Hannah

SCHEDULED

AGENDA ITEM (ID # 2107)

DOC ID: 2107

Approve a Fire Prevention Award Request in the amount of \$3,750 to property owner Joseph Costello for improvements proposed to 476 N. Main Street. (Economic Development Coordinator Hannah)

Background

The Fire Prevention Award Program assists businesses and property owners with meeting life safety code improvements and assisting in preserving the unique building stock within the downtown. The program supports the installation of fire alarm and sprinkler systems in buildings located in the C5A and C5B business districts.

Approved projects are eligible to receive Fire Prevention Award in an amount not-to-exceed \$15,000, as determined by the Village Board 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

The Village Board approved \$100,000 for the Award programs (including the Downtown Interior Improvement, Façade and Fire Prevention Award Programs) for FY16. There is \$100,000 in available funds remaining.

Joe Costello, owner of the property at 476 N Main Street is updating the existing fire prevention system for the building and his new tenant JAYNE. The new system meets with the Village approved automatic fire alarm system.

On February 10, 2016, Mr. Costello applied for a Fire Prevention Award to assist with the costs associated with purchasing and installing the new system. The costs are estimated to be \$9,566.00. This building is located in the C5A Central Business District Central the west side of Main Street

south of Pennsylvania Avenue and north of Crescent Boulevard. Neither the business nor the property owner have applied for or been a recipient of the Village's Interior Improvement Award within the past 3 years.

Fire Prevention Award Issues

Fire Prevention Awards are available to all commercial properties in the Village's Central Business Districts (C5A or C5B). Eligible applicants include the owners of commercial buildings or commercial businesses. The program provides awards for installation or updating of fire safety and suppression systems. Additionally, applicants must plan to install a minimum of \$2,000 of material improvements.

Staff recognizes the following eligible fire prevention improvement costs outlined/identified in the application:

IFP50 Addressable FACP Kit battery box, 1 annunciator 100PT, 2 addressable dual action pull station with key, 11 addressable photoelectric smoke w/base, 3 system sensor wall mount horn strobe, 3 system sensor wall mount strobe, cables, hardware, installation and applicable drawings for review	\$ 9,566.00
Total eligible expenses	\$ 9,566.00

These improvements are consistent with the intent of the Award program and will bring the building up to the new code requirements. Based on the Award Scale, the applicant is eligible for a \$3,750.00 award from the Village's Fire Prevention Award Program. Staff has no concerns with the Village Board awarding the requested Award.

Funding

As approximately \$100,000.00 is available this fiscal year (see attached summary), sufficient funds are available for this Award.

Action Requested

The Village Board may approve the request for a \$3,750.00 Fire Prevention Award, approve a different Award amount, or choose to deny the request.

ATTACHMENTS:

- Fire Prevention System Award Application - 476 N Main Street (PDF)
- Award Budget Summary 2-16-16 (PDF)

VILLAGE OF GLEN ELLYN

Fire Prevention Award

REQUIRED SUBMITTALS WITH APPLICATION:

- Signed lease, committing to minimum of a 3-year lease term is required for all new and relocating businesses (if a lease has not yet been signed, disbursement of the approved funds will be contingent on the Village receiving a signed lease).
- Signed vendor contract(s) with detailed costs for each proposed improvement.
- Consent from the building owner for proposed improvements, by signature on the attached form.
- Completed IRS Form W-9 Request for Taxpayer Identification Number and Certification

BUSINESS OWNER INFORMATION:

Business Owner Name: _____

Home Address: _____

Business Name: JAYNEBusiness Address: 476 N. Main St.

Business Phone: _____ Fax: _____

Home Phone: _____ Email: _____

If tenant, what is the expiration date of your current lease? _____

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

Property Owner Name: Joseph CostelloProperty Owner Address: 95371 Stearman Dr. Naperville, IL 60564

Property Owner Phone: _____ Property Owner Fax: _____

Property Owner E-mail: JNC199@aol.com

Work
being
completed
by
property
owner

DESCRIPTION OF PROPOSED IMPROVEMENTS

Installation of a remote panel and wireless fire prevention system, additional, smoke detectors and strobe lights.

ITEMIZED ACTIVITY DESCRIPTION**COST**

*See attached estimate

TOTAL PROJECT COST:

AMOUNT OF AWARD REQUESTED:

\$9,566.00
\$3,750.00

APPLICATION CERTIFICATION

I, the undersigned, certify that I have read the program description and requirements for the Village of Glen Ellyn Fire Prevention Award Program. I certify that all information provided herein is true and accurate to the best of my knowledge. I understand that the improvements described in this application must receive all required permit approvals from the Village of Glen Ellyn prior to the commencement of construction. I further understand all eligible improvements identified in support of the award are permanent fixtures and will remain with the building.

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

Joseph Costello _____
Applicant Name (PRINT) Applicant Signature

Date: _____

CONSENT FROM PROPERTY OWNER (Required if different from Applicant)

Property Owner Name (PRINT) Property Owner Signature

Date: _____

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

Application is: _____Approved _____Denied

Village President Date

Economic Development Coordinator Date

SMG SECURITY SYSTEMS, INC.
120 KING ST
ELK GROVE VILLAGE, IL 60007
Tel :1(847)593-0999 Fax: 1(847)593-1357



Proposal Number 29251
Created 2/10/2016 **Expires** 3/11/2016
Salesperson WAYNE E SCHRICKER

Jayne
 Joe Costello
 476 North Main Street
 Glen Ellyn IL 60137

Dear Joe,

Thank you for the time and courtesy you afforded SMG Security Systems concerning the FIRE ALARM SYSTEM at:

Jayne Revised Per Steve Witt

This is our quote to furnish and install the following equipment:

Qty	Description	Price	Ext. Price
1	IFP50 ADDRESSABLE FACP KIT BATTERY BOX	\$1,100.00	\$1,100.00
1	ANNUNCIATOR 100PT	\$440.00	\$440.00
2	ADDRESSABLE DUAL ACTION PULL STATION W/KEY	\$95.00	\$190.00
11	ADDRESSABLE PHOTOELECTRIC SMOKE W/BASE	\$85.00	\$935.00
1	ADDRESSABLE 135 DEGREE FIXED HEAT DETECTOR W/BASE	\$56.00	\$56.00
3	SYSTEM SENSOR WALL MOUNT HORN STROBE	\$60.00	\$180.00
3	SYSTEM SENSOR WALL MOUNT STROBE	\$45.00	\$135.00
1	DRAWINGS PROVIDED BY SMG FOR INSTALLATION/PERMITS	\$600.00	\$600.00
1	CABLE AND HARDWARE MISC PARTS	\$1,100.00	\$1,100.00
40	FIRE ALARM LABOR INSTALLATION INCLUDES LABOR DURING NORMAL WORKING HOURS.	\$115.00	\$4,600.00
2	FIRE ALARM LABOR TEST INCLUDES LABOR DURING NORMAL WORKING HOURS.	\$115.00	\$230.00
		SubTotal	\$9,566.00
		Sales Tax	\$0.00
		Total	\$9,566.00

This quote is based on drawings dated 1-25-16.

THIS QUOTE INCLUDES:

- * SUBMITTALS, CAD DRAWINGS
- * PLENUM CABLING
- * FIRE ALARM CONNECTION FEES
- * SYSTEM "CHECK OUT" BY MANUFACTURER

THIS QUOTE DOES NOT INCLUDE:

- * 110V POWER REQUIREMENTS
- * PERMIT FEES/CONSULTANT FEES (THESE WILL BE BILLED SEPERATELY)
- * CONDUIT
- * RADIO TO DUCOMM PURCHASED FROM TYCO

STEVE WITT AUTHORIZED THE DEVIATION FROM NFPA 72. IN THE EVENT AHJ ADDS ANY DEVICES OR MAKES CHANGES TO THIS SYSTEM DESIGN, THERE WILL BE ADDITIONAL CHARGES.

Jayne will need to purchase a radio transmitter from Tyco for the monitoring of the system at DuComm. Monitoring costs are not part of this scope of work,

Thank you once again for this opportunity, please call me at (847) 621-5403 if there are any questions.

Sincerely,

Wayne E Schricker

VP/GM

Proposal Accepted By:

Name/Date

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

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 AWARD	DATE RECEIVED	DATE OF APPROVAL	AMOUNT REQUESTED	AMOUNT APPROVED	AMOUNT PAID
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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 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	
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	
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	
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	
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	\$ 58,750.00



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

Meeting: 02/22/16 07:00 PM
Department: Administration
Department Head: Al Stonitsch
Category: Ordinance
Prepared By: Meredith Hannah

SCHEDULED

ORDINANCE 6386

DOC ID: 2113

Ordinance No. 6386, An Ordinance Authorizing the Village to Enter a Contract for the Sale of 825 N. Main Street. (Economic Development Coordinator Hannah)

Background

The Village owns the property at 825 N. Main Street, located at the northern gateway to the Village at the southeast corner of the Historic Stacy's Corners intersection. The Village purchased the land for \$590,000 on September 27, 2010 and invested \$90,000 in remediation, demolition and restoration efforts over the last 6 years. The property is comprised of three lots totaling 1.35 acres (58,893 sq. ft.), is zoned C2 Community Commercial and has an average daily traffic volume of approximately 20,000 vehicles.

In 2012, the Village issued an RFP for the sale of the property and received 2 proposals to consider; one proposal was explored but never came to light. The RFP was issued a second time in February 2014 and no responses were received. The Village Board then directed staff to hire a real estate broker to assist with the sale of the parcel. In August 2014, the Village Board approved a contract with DK Mallon to market the property for sale at a price of \$699,000.

Contract Proposal

DK Mallon has brought an offer to the Village from True North to purchase the property for \$630,000. The offer is contingent upon the following:

1. Acceptance of their proposed use of a gas station and 4,200 square foot True North convenience store where they could sell beer and wine.
2. 120 due diligence days.

Staff has also negotiated an additional \$100,000 from the buyer to be placed in an escrow account until the completion of the project and business is open. As agreed to by the buyer escrow funds would be refunded to the selected developer upon the following conditions:

1. \$25,000 of the escrow funds will be returned to the purchaser upon all Village approvals and pick up of all work permits.
2. \$75,000 of the escrow funds will be returned to the purchaser upon the business being open for 7 days.

Staff Recommendation

Staff is recommending approval of the contract to sell the Village owned property located at 825 N Main St to True North for the development of a gas station and convenience store.

Action Requested

Ordinance 6386

Meeting of February 22, 2016

The Village Board may approve, deny or make revisions to the contract with True North for the sale of Village owned property located at 825 N Main Street.

Attachments

Contract for Sale of Village owned property with True North

Parcel Plans

NFR Letter

Ordinance No. _____

**An Ordinance Authorizing the Village to Enter a Contract
for the Sale of 825 N. Main Street, Glen Ellyn**

WHEREAS, the Village of Glen Ellyn (“Seller”), and True North Energy, LLC. (“Buyer”) seek to enter into a Property Sale and Purchase Agreement, a copy attached hereto and made a part hereof as “Exhibit A”, wherein the Village will sell certain property commonly known as 825 N. Main Street, in DuPage County, Illinois (“Subject Property”), for the purpose of redevelopment as a gas station and convenience store, said property depicted in “Exhibit B” attached hereto; and

WHEREAS, on September 27, 2010, the Village Board approved Resolution 10-21, a resolution authorizing the purchase of 825 N. Main St., for the purpose of reselling to a buyer which would renovate the property on which the existing closed and dilapidated gas station, which had been placed in bankruptcy proceedings, with a new project; and

WHEREAS, on February 23, 2015, the Village Board duly passed Ordinance No. 6302, an Ordinance regarding the sale of municipal property for redevelopment; and

WHEREAS, the Board of Trustees of the Village of Glen Ellyn find it necessary and convenient for the Village to sell the Subject Property to True North Energy, LLC., pursuant to redevelopment plans to convert the vacant property at 825 N. Main St., for the purpose of constructing a gas station and convenience store which will place the property back on the property tax rolls and which will generate sales and motor fuel taxes; and

WHEREAS, the Buyer will purchase from the Seller in accordance with the attached Agreement, or as mutually agreed by the parties; and

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of

Ordinance 6386

Meeting of February 22, 2016

Glen Ellyn, DuPage County, Illinois, in the exercise of its home rule authority, 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 finalize the conveyance of the Subject Property to True North Energy, LLC.

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

PASSED this _____ day of _____, 2016.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2016.

VILLAGE OF GLEN ELLYN

Alexander Demos, President

Attest:

Catherine Galvin, Clerk

ATTACHMENTS:

- Purchase Agreement for 825 N Main Street (PDF)
- No Further Remediation Letter for 825 N Main (PDF)

PROPERTY SALE AND PURCHASE AGREEMENT

This Property Sale and Purchase Agreement ("Agreement") is made by and between:

Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137
("Seller")

and

True North Energy, LLC,
a Delaware limited liability company
1401 S. Reynolds Road
Toledo, Ohio 43615
("Buyer")

Seller and Buyer are sometimes referred to individually as "Party" or together as "Parties".

RECITALS:

- A. Seller is the owner of certain real property (approximately 58,893 square feet), being property index numbers 0502419001, 0502419006 and 0502419007 located in Glen Ellyn, Illinois and shown on Exhibit A attached hereto ("Property").
- B. Seller and Buyer desire to enter into this Agreement for the purchase of the Property by Buyer from Seller and the sale of the Property by Seller to Buyer, together with all appurtenances, hereditaments, rights, privileges, benefits and easements belonging to or in any way appertaining to the Property.
- C. This Agreement shall be enforceable on the terms and conditions set forth herein commencing upon the date of the last of the Parties to execute this Agreement ("Effective Date").

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. **Sale and Purchase of Property.**

Seller shall sell to Buyer and Buyer shall purchase from Seller the Property upon the terms and conditions herein set forth.

2. **Purchase Price.**

Buyer shall pay the sum of \$630,000.00 to Seller as the purchase price for the Property ("Purchase Price"). Upon the full execution of this Agreement, Purchaser will post \$15,000.00 as earnest money ("Earnest Money Deposit"), to be held in escrow by the Escrow Agent as defined below, for the benefit of the Parties.

In addition, Purchaser will place an additional One Hundred Thousand Dollars (\$100,000.00) in a separate escrow account with the Escrow Agent ("Performance Escrow Deposit") under the following contingencies:

- A. Twenty-five Thousand Dollars (\$25,000.00) will be released to Purchaser upon securing all necessary permits ("Permits") and zoning and related approvals ("Zoning Approvals") required for the construction of a gas station and convenience store ("Project") within one hundred and eighty (180) days after closing, which approvals under the control of Seller shall not be unreasonably withheld or delayed.
- B. Seventy-five Thousand Dollars (\$75,000.00) will be released to Purchaser upon the Project being open for business and operating for a period of seven (7) days.
- C. In the event that the Purchaser is unable to obtain the Permits within the 180 day period, the Performance Escrow Deposit shall be returned to Purchaser.
- D. In the event that the Purchaser fails to construct and open for business its Project within twelve months following the issuance of the Permits, the Performance Deposit shall be paid to Seller.

3. **Escrow.**

First American Title Insurance Company (the "Title Company") shall serve as Escrow Agent for the Earnest Money Deposit and the Performance Escrow Deposit (collectively referred to herein as the "Deposits"), subject to joint order escrow agreements containing its standard conditions of acceptance provided, however, that if there is any conflict between such conditions and this Agreement, the conditions and terms hereof shall govern.

4. **Title Commitment.**

- A. Buyer shall order a current title commitment ("Title Commitment") to be issued by the Title Company setting forth the state of the title of the Property and all exceptions, including easements, restrictions, rights-of-way, covenants, reservations, and other conditions, if any, affecting the Property which would appear in an owner's policy of title insurance ("Title Policy"), if issued by the Title Company.
- B. Buyer shall have a period of thirty (30) days after receipt of the Commitment and any Survey in which to review and be satisfied with the Title Commitment ("Title Review Period"). The Title Commitment shall be deemed satisfactory if Buyer does not give written notice to Seller prior to the end of the Title Review Period of any objectionable matter pertaining specifically to the Property in the Title Commitment and any Survey other than Liens, as defined below. Any other exceptions disclosed by the Title Commitment and not objected to by Buyer shall herein be deemed "Permitted Exceptions"
 - i. If an objectionable title matter shall be asserted by Buyer by written notice to Seller prior to the expiration of the Title Review Period, Seller may take action to cure such defect or other matter by causing it to be remedied, removed, insured over or bonded to Buyer's reasonable satisfaction. The other exceptions disclosed by the Title Commitment to which Buyer has no objection shall be deemed to be Permitted Exceptions. Nothing contained in this Paragraph shall require Seller to cure any such title defect or other matter or to incur any expense to do so, except that Seller shall cure matters which are of record as a result of acts or liabilities of Seller

that may be remedied upon the payment of liquidated sums in amounts less than the Purchase Price, e.g. mortgages (“Liens”).

- ii. In the event Buyer gives notice as required by this Paragraph stating the objectionable matters pertaining to Title Commitment prior to the end of the Title Review Period and Seller does not elect to remedy same as set forth above, Buyer may either (i) elect to terminate this transaction, whereupon both Seller and Buyer shall be released from all liabilities and obligations under this Agreement and the Deposits shall be returned to Buyer, or (ii) elect to accept such title as Seller is able to convey and proceed to closing without an adjustment in the Purchase Price.

5. **Buyer’s Contingencies.**

Buyer and Seller agree that the matters set forth below shall be contingencies to Buyer’s obligations under this Agreement. In the event that any contingencies are not met or waived, Buyer may terminate this Agreement in writing within one hundred twenty (120) days following the Effective Date (the “Contingency Period”). Buyer may have access at all reasonable times to the Property, provided that Buyer shall indemnify, defend and hold harmless Seller from and against any and all damages, injuries, claims, actions, liabilities, liens, costs, expenses or losses, including reasonable attorneys’ fees, incurred by Seller (or its agents, consultants or affiliates) arising out of or related to any activities upon the Property or Seller’s Property by Buyer, its agents, contractors and employees. In the event closing does not occur, and if Seller so requests, Buyer shall promptly furnish copies of the results of its due diligence investigation to Seller. Seller will deliver all title, survey, environmental or other relevant documents in its possession regarding the Property to Buyer promptly after the Effective Date.

- A. Environmental Matters. Within the Contingency Period, Buyer, at its sole expense, may conduct such environmental investigation of the Property as it deems appropriate, however, it shall not conduct any invasive testing on the Property without prior notice to Seller. Buyer acknowledges that it has reviewed and is familiar with the environmental conditions addressed and the terms and limitations set forth in the No Further Remediation (NFR) letter from the Illinois Environmental Protection Agency dated, October 15, 2013, and attached hereto. Buyer expressly agrees that it will not terminate this Agreement based on any environmental condition of the property identified before the NFR letter was issued. If after investigation, a new and discreet environmental condition is identified, and Buyer is not satisfied with the environmental condition of the Property, Buyer shall notify Seller and Buyer and Seller shall make reasonable efforts to resolve the condition within the Contingency Period. If Buyer and Seller cannot agree on a resolution, Buyer may terminate this Agreement within the Contingency Period.
- B. Survey. Within the Contingency Period, Buyer, at its sole expense, may obtain a survey of the Property prepared by a land surveying company registered to do business in Illinois. Such survey shall be promptly forwarded to the Title

Company upon receipt. If any survey is unacceptable to Buyer, Buyer may terminate this Agreement within the Contingency Period.

- C. Due Diligence. Within the Contingency Period, Buyer, at its sole expense, may conduct such other due diligence as to the Property as it desires, including (1) inspection and review of the condition of the Property and feasibility of Purchaser's intended use of the Property, including without limitation, engineering, soil, environmental, access, easements, and utilities; and (2) obtain all necessary permits and governmental/zoning approvals, including without limitation, zoning, special use, subdivision, lot split, lot tie or replat approvals from DuPage County and/or the Village of Glen Ellyn ("Governmental Approvals"). If Buyer is not satisfied with the results its due diligence, Buyer may terminate this Agreement within the Contingency Period, [subject to the terms of Section 5. A., above.](#)
- D. Title. The Title Company shall issue at Closing a proforma title policy or a marked title commitment to be followed by a title insurance policy showing Buyer to be the owner of the Property in fee simple subject only to Permitted Exceptions and with standard exceptions deleted. Seller will execute a standard Owner's Affidavit sufficient to allow the Title Company to delete the standard exceptions.
- E. Liquor Permits. Buyer's obligations under this Agreement are contingent on its ability to obtain a permit to sell beer and wine at the Property ("Liquor Permits.").

Prior to expiration of the Contingency Period, Purchaser will notify Seller in its sole discretion that it will:

- i. Proceed with the terms of the Contract, at which point the Earnest Money Deposit shall become non-refundable unless Purchaser cannot obtain Zoning Approvals or Liquor Permits, and is applicable to the Purchase Price; or
- ii. Not proceed with the terms of the Agreement for any reason [subject to the terms above](#) ~~or no reason~~, at which point this Agreement shall be terminated and the Deposits shall be returned to the Purchaser.

6. Representations.

A. Seller's Representations. Seller represents and warrants to Buyer that:

- i. The execution and delivery of this Agreement and the documents described herein and the performance by Seller of Seller's obligations hereunder have been duly authorized and create binding obligations on the part of Seller;
- ii. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code; and

- iii. Except for ~~Terraco and~~ DK Mallon, Seller has not engaged or dealt with any broker or finder in connection with the sale contemplated by this Agreement. Seller hereby agrees to indemnify and hold harmless Buyer from any claims, costs, damages or liabilities (including attorneys' fees) arising from any breach of this representation and Seller shall be responsible for commissions owed to the Brokers pursuant to a separate agreement(s).
- iv. Seller is the sole owner of, and has good and marketable fee simple title to, the Property free and clear of all liens, encumbrances, claims, demands, easements, covenants, conditions, restrictions and encroachments of any kind or nature other than Permitted Exceptions. Seller has not entered into any agreement to lease, sell, mortgage or otherwise encumber or dispose of its interest in the Property or any part thereof, except for this Agreement.

B. **Buyer's Representations.** Buyer represents and warrants to Seller that:

- i. Buyer has the full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Buyer pursuant hereto, and all required actions and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Buyer are and shall be duly authorized to sign the same on Buyer's behalf and to bind Buyer thereto;
- ii. This Agreement and all documents to be executed pursuant hereto by Buyer are and shall be binding upon and enforceable against Buyer in accordance with their respective terms;
- iii. Buyer is not a "foreign person" as contemplated by Section 1445 of the Internal Revenue Code; and
- iv. Buyer has not engaged or dealt with any broker or finder in connection with the sale contemplated by this Agreement except Terraco and DK Mallon. Buyer hereby agrees to indemnify and hold Seller harmless from any claims, costs, damages or liabilities (including attorneys' fees) asserted by any broker or arising from any breach of the representation contained in this paragraph or if such claims, etc. shall be based on any statement, representation or agreement by Buyer with respect to the payment of any brokerage commissions or finders fees.

7. **Closing Arrangements.**

- A. **Seller's Closing Obligations.** At such time as the matters disclosed by the Title Commitment and Buyer's conditions to closing are satisfied or waived by Buyer as herein provided, this Agreement shall be fully binding on Buyer and this transaction shall be closed at the office of the Escrow Agent no later than thirty days after Zoning Approvals are awarded or such earlier closing date as Seller and Buyer shall mutually agree ("Closing Date") and Seller shall:

- i. cause to be delivered to Buyer the Title Policy in the full amount of the Purchase Price issued in accordance with the form of Title Commitment approved by Buyer during the Title Review Period without any intervening liens, encumbrances or exceptions,
 - ii. deliver to Buyer a Warranty Deed ("Deed"), conveying fee simple title to the Property, and
 - iii. deliver to Buyer any other documents reasonably required to close this transaction.
- B. **Buyer's Closing Obligations.** Buyer shall, on or before the Closing Date through escrow, deliver to Seller the Purchase Price and any other documents reasonably required to close this transaction,.
- C. **Escrow Agent's Closing Obligations.** On the Closing Date, after causing the filing of the Deed, Escrow Agent shall close this transaction as follows:
 - i. Credit Seller and charge Buyer with the Purchase Price deposited in escrow.
 - ii. Charge Buyer with and pay to the payee entitled thereto:
 - a. the cost of recording the Deed;

- b. 50% of Escrow Agent's fee; and
 - c. the cost of any title endorsements and loan policy required by Buyer or Buyer's lender, if any.
 - iii. Charge Seller with and pay to the payee entitled thereto:
 - a. 100% of the cost of the title examination, title commitment and Title Policy, except as set forth in Section 7(C)(ii)(c) above;
 - b. 50% of Escrow Agent's fee; and
 - c. 100% of the transfer taxes and/or conveyance fees.
 - iv. Credit Buyer and charge Seller with a prorated amount of real estate taxes and assessments, if any, based upon the customary method of proration in DuPage County, provided that Seller shall pay all past due taxes and assessments, if any.
 - v. Immediately following the Closing Date, Escrow Agent shall deliver the funds and documents as follows:
 - a. to Seller, the funds and to Seller's attorney, the documents due Seller together with duplicate copies of the escrow statement, and
 - b. to Buyer (or Buyer's attorney, if Buyer is represented by legal counsel), the documents due Buyer together with duplicate copies of the escrow statement.
- 8. **Possession.** Buyer shall have possession of the Property at closing.
- 9. **Indemnity.**
 - A. **By Purchaser.** Purchaser shall indemnify, defend and hold Seller harmless from and against: i) any and all losses, liabilities, claims, costs and expenses, including reasonable attorneys' fees, arising out of or in any way related to any activities upon the Property on or after the Closing Date.
 - B. **By Seller.** Seller shall hold harmless, indemnify and defend Purchaser from and against: (i) any and all third party claims, debts and liabilities affecting or related to the Property or the ownership or operation thereof and arising during or applicable to the period prior to the Closing Date; (ii) any and all obligations, claims, debts, liabilities and damages resulting from any inaccuracy in or breach of representation or warranty of Seller or non-fulfillment of any covenant to be performed or complied with by Seller under this Agreement, (iii) any and all third-party claims debts, liabilities and damages applicable to the period prior to the Closing date, and (iv) all costs and expenses, including reasonable attorneys' fees, incurred by the Purchaser as a result of such claims.
 - C. **Generally.** Each indemnification under this Agreement shall be subject to the following provisions: The indemnitee shall notify indemnitor of any such claim

against indemnitee within thirty (30) days after it has written notice of such claim, but failure to notify indemnitor shall in no case prejudice the rights of indemnitee under this Agreement unless indemnitor shall be prejudiced by such failure and then only to the extent of such prejudice. Should indemnitor fail to discharge or undertake to defend indemnitee against such liability within fifteen (15) business days after the indemnitee gives the indemnitor written notice of the same, then indemnitee may settle such liability, and indemnitor's liability to indemnitee shall be conclusively established by such settlement, the amount of such liability to include both the settlement consideration and the reasonable costs and expenses, including attorneys' fees, incurred by indemnitee in effecting such settlement. The obligations set forth in this Section 9 shall survive the Closing for a period of one year or earlier termination of this Agreement until December 31, 2016.

10. General Provisions.

A. Notices.

- i. All notices, elections, consents, demands and communications shall be in writing and delivered personally or by registered or certified mail, return receipt requested, postage prepaid or by any nationally recognized overnight courier service addressed to the other Party at their address first stated in this Agreement. Copies of notices shall be sent to the Attorneys for the respective Parties, if identified on the signature page. Either Party may, by written notice to the other, change the address to which notices are to be sent.
- ii. Unless otherwise provided herein, all notices shall be deemed given when personal delivery is effected or when deposited in any branch, station or depository maintained by the U.S. Postal Service or the overnight courier service within the United States of America, except that a notice of a change of address shall be deemed given when actually received. Seller's affidavit of the date and time of deposit in a mailbox or with the overnight courier service or the postmark, whichever is earlier shall constitute evidence of the effective date when the notice has been given.

B. Entire Agreement. This Agreement, together with the attached Exhibits, contains all of the terms and conditions of the Agreement between the Parties, and any and all prior and contemporaneous oral and written agreements are merged herein. The Exhibits attached to this Agreement are hereby incorporated by reference in their entirety with the same force and effect as if they were set forth at length in this Agreement.

C. Modifications and Waivers. This Agreement cannot be changed nor can any provision of this Agreement, or any right or remedy of any Party, be waived orally. Changes and waivers can only be made in writing and the change or waiver must be signed by the Party against whom the change or waiver is sought to be enforced. Any waiver of any provision of this Agreement, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion.

D. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

- E. **Interpretation.** Seller and Buyer acknowledge each to the other that both they and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or Exhibits hereto.
- F. **Benefit of Property.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns.
- G. **Survival.** The warranties, representations and covenants made herein shall survive the closing and delivery of the Deed.
- H. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- I. **Condemnation.** If before the closing, any of the Property is condemned under the power of eminent domain, is the subject of a threatened condemnation, or is conveyed to a condemning authority in lieu of condemnation, Seller shall notify Buyer in writing of the threat, condemnation or conveyance within five (5) business days of its occurrence. Buyer shall within five (5) business days of the notice have the option of (a) proceeding with the closing (without any reduction in the Purchase Price) and receiving the award or condemnation payment (or an assignment thereof, if the same is not received by closing), or (b) canceling this Agreement, and the parties shall have no further obligations hereunder except those provisions that expressly survive.
- J. **Assignment.** Buyer shall not have the right to assign this Agreement without the prior written consent of Seller. Notwithstanding the foregoing, if this Agreement is assigned by Buyer hereunder, Buyer shall remain jointly and severally liable, along with the assignee, for Buyer's obligations under this Agreement. This Section 9(J) shall survive the closing or termination of this Agreement.
- K. **Like Kind Exchange.** The parties acknowledge that both Purchaser and Seller may desire that this transaction constitute a tax deferred exchange within the meaning of Section 1031 of the Internal Revenue Code. Provided there is no cost, expense or liability imposed upon the non-requesting party, and the non-requesting party is not required to take title to any other property, then each party agrees to execute any and all additional documentation that may be reasonably necessary to assist the requesting party in concluding this transaction as part of a tax deferred exchange. In no event shall any such tax deferred exchange result in any delay in the Closing.

IN WITNESS WHEREOF, Seller and Buyer have hereunto set their hands at the place and date set forth beneath their respective signatures.

Seller:

Village of Glen Ellyn

By: _____

Seller's Attorney:

Escrow Agent/Title Company:

First American Title Insurance Company
30 N. LaSalle Street, Suite 2220
Chicago, IL 60602
Telephone: 312-750-6780
Fax: 866-425-8271
Email: escrow.chicago.il@firstam.com

Buyer:

True North Energy, LLC

By: True North Holdings, Inc., its Member

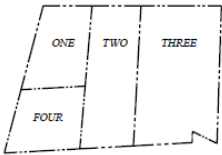
By: _____
W. G. Lyden, III, CEO

August __, 2013

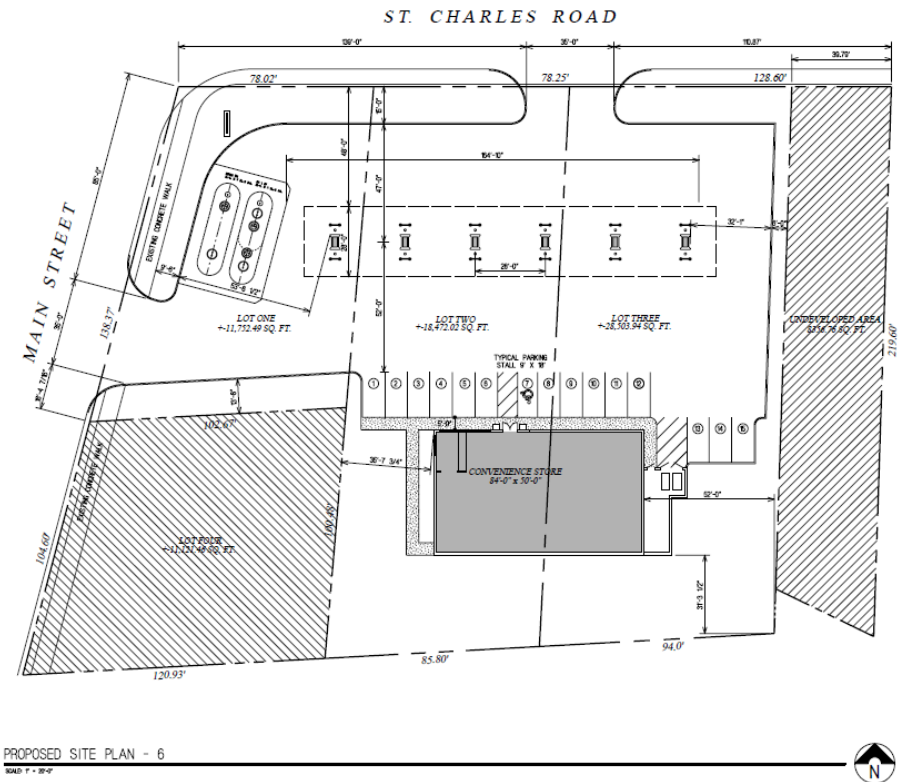
Buyer's Attorney:

Patricia G. Lyden, Esq.
Lyden, Chappell & Dewhirst, Ltd.
5565 Airport Highway, Suite 101
Toledo, OH 43615
Telephone: 419/867-8900
Fax: 419/867-8909
Email: pgl@lydenlaw.com

EXHIBIT A
Depiction of Property



AREA LEGEND
ONE = ±11,752.49
TWO = ±16,472
THREE = ±28,503.94
TOTAL PROPERTY AREA = ±56,728.43 or 1.34 acres





ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

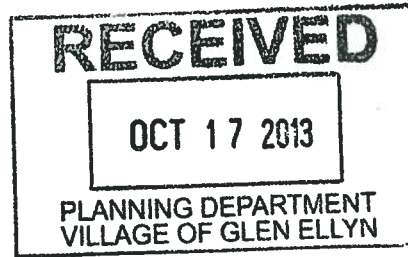
1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-2829

PAT QUINN, GOVERNOR

LISA BONNETT, DIRECTOR

(217) 524-3300

October 15, 2013



CERTIFIED MAIL

7011 1150 0001 0863 7913

Staci Hulseberg
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137

Re: 0430455045/DuPage County
Glen Ellyn/Speedway
Site Remediation Program/Technical Reports
No Further Remediation Letter

Dear Ms. Hulseberg:

The *Focused Site Investigation Report/Remediation Objectives Report* (received July 1, 2013/ Log No. 13-54204), as prepared by AECOM for the above referenced Remediation Site, and the Response to the Draft No Further Remediation letter (received September 18, 2013/Log No. 13-54895) have been reviewed and approved by the Illinois Environmental Protection Agency ("Illinois EPA"). The remediation objectives approved for the site in accordance with 35 Illinois Administrative Code Part 742 are above the existing concentrations of regulated substances and the above report shall serve as the approved Remedial Action Completion Report.

The Remediation Site, consisting of 1.4 acres, is located at 825 North Main Street, Glen Ellyn, Illinois. Pursuant to Section 58.10 of the Illinois Environmental Protection Act ("Act") (415 ILCS 5/1 et seq.), your request for a no further remediation determination is granted under the conditions and terms specified in this letter. The Remediation Applicant, as identified on the Illinois EPA's Site Remediation Program DRM-1 Form (Received March 14, 2013/Log No. 13-53323), is the Village of Glen Ellyn.

This focused No Further Remediation Letter ("Letter") signifies a release from further responsibilities under the Act for the performance of the approved remedial action. This Letter shall be considered prima facie evidence that the Remediation Site described in the attached Illinois EPA Site Remediation Program Environmental Notice and shown in the attached Site Base Map does not constitute a threat to human health and the environment for the specified recognized environmental conditions so long as the Site is utilized in accordance with the terms of this Letter.

4302 N. Main St., Rockford, IL 61103 (815)987-7760
595 S. State, Elgin, IL 60123 (847)608-3131
2125 S. First St., Champaign, IL 61820 (217)278-5800
2009 Mail St., Collinsville, IL 62234 (618)346-5120

9511 Harrison St., Des Plaines, IL 60016 (847)294-4000
5407 N. University St., Arbor 113, Peoria, IL 61614 (309)693-5462
2309 W. Main St., Suite 116, Marion, IL 62959 (618)993-7200
100 W. Randolph, Suite 10-300, Chicago, IL 60601 (312)814-6026

Conditions and Terms of Approval

Level of Remediation and Land Use Limitations

- 1) The recognized environmental conditions characterized by the focused site investigation and successfully addressed, consist of the contaminants of concern identified in the attached Table A.
- 2) The Remediation Site is restricted to industrial/commercial land use.
- 3) The land use specified in this Letter may be revised if:
 - a) Further investigation or remedial action has been conducted that documents the attainment of objectives appropriate for the new land use; and
 - b) A new Letter is obtained and recorded in accordance with Title XVII of the Act and regulations adopted thereunder.

Preventive, Engineering, and Institutional Controls

- 4) The implementation and maintenance of the following controls are required as part of the approval of the remediation objectives for this Remediation Site.

Preventive Controls:

- 5) At a minimum, a safety plan should be developed to address possible worker exposure in the event that any future excavation and construction activities may occur within the contaminated soil beneath the remediation site. Any excavation within the contaminated soil will require implementation of a safety plan consistent with NIOSH Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities, OSHA regulations (particularly in 29 CFR 1910 and 1926), state and local regulations, and other USEPA guidance. Soil excavated below the remediation site must be returned to the same depth from which it was excavated or properly managed or disposed in accordance with applicable state and federal regulations.

Institutional Controls:

- 6) No person shall construct, install, maintain, or operate a well at the Remediation Site. All water supplies and water services for the Remediation Site must be obtained from a public water supply system. The provisions of this institutional control shall be applicable to all water usage (e.g., domestic, industrial/commercial uses and outdoor watering).

Other Terms

- 7) Areas outside the Remediation Site boundaries or specific engineered barrier locations, as shown in the Site Base Map, are not subject to any other institutional or engineered barrier controls.
- 8) This Letter does not complete the statutory and regulatory requirements pursuant to Section 57 of the Act (415 ILCS 5/57) for Leaking UST Incident Numbers 20060424, 990159, 912515 and 902890. The outstanding Leaking UST Program requirements must be addressed prior to the Illinois EPA considering no further remediation for Leaking UST Incident Numbers 20060424, 990159, 912515 and 902890 to be necessary.
- 9) Where the Remediation Applicant is not the sole owner of the Remediation Site, the Remediation Applicant shall complete the attached *Property Owner Certification of the No Further Remediation Letter under the Site Remediation Program* Form. This certification, by original signature of each property owner, or the authorized agent of the owner(s), of the Remediation Site or any portion thereof who is not a Remediation Applicant shall be recorded along with this Letter.
- 10) Further information regarding this Remediation Site can be obtained through a written request under the Freedom of Information Act (5 ILCS 140) to:

Illinois Environmental Protection Agency
Attn: Freedom of Information Act Officer
Division of Records Management #16
1021 North Grand Avenue East
Post Office Box 19276
Springfield, IL 62794-9276

- 11) Pursuant to Section 58.10(f) of the Act (415 ILCS 5/58.10(f)), should the Illinois EPA seek to void this Letter, the Illinois EPA shall provide notice to the current title holder and to the Remediation Applicant at the last known address. The notice shall specify the cause for the avoidance, explain the provisions for appeal, and describe the facts in support of this cause. Specific acts or omissions that may result in the avoidance of the Letter under Sections 58.10(e)(1)-(7) of the Act (415 ILCS 5/58.10(e)(1)-(7)) include, but shall not be limited to:
 - a) Any violation of institutional controls or the designated land use restrictions;
 - b) The failure to operate and maintain preventive or engineering controls or to comply with any applicable groundwater monitoring plan;
 - c) The disturbance or removal of contamination that has been left in-place in accordance with the Remedial Action Plan. Access to soil contamination may be allowed if, during and after any access, public health and the environment are protected consistent with the Remedial Action Plan;
 - d) The failure to comply with the recording requirements for this Letter;
 - e) Obtaining the Letter by fraud or misrepresentation;

- f) Subsequent discovery of contaminants, not identified as part of the investigative or remedial activities upon which the issuance of the Letter was based, that pose a threat to human health or the environment;
- g) The failure to pay the No Further Remediation Assessment Fee within forty-five (45) days after receiving a request for payment from the Illinois EPA;
- h) The failure to pay in full the applicable fees under the Review and Evaluation Services Agreement within forty-five (45) days after receiving a request for payment from the Illinois EPA.

12) Pursuant to Section 58.10(d) of the Act, this Letter shall apply in favor of the following persons:

- a) The Village of Glen Ellyn;
- b) The owner and operator of the Remediation Site;
- c) Any parent corporation or subsidiary of the owner of the Remediation Site;
- d) Any co-owner, either by joint-tenancy, right of survivorship, or any other party sharing a relationship with the owner of the Remediation Site;
- e) Any holder of a beneficial interest of a land trust or inter vivos trust, whether revocable or irrevocable, involving the Remediation Site;
- f) Any mortgagee or trustee of a deed of trust of the owner of the Remediation Site or any assignee, transferee, or any successor-in-interest thereto;
- g) Any successor-in-interest of the owner of the Remediation Site;
- h) Any transferee of the owner of the Remediation Site whether the transfer was by sale, bankruptcy proceeding, partition, dissolution of marriage, settlement or adjudication of any civil action, charitable gift, or bequest;
- i) Any heir or devisee of the owner of the Remediation Site;
- j) Any financial institution, as that term is defined in Section 2 of the Illinois Banking Act and to include the Illinois Housing Development Authority, that has acquired the ownership, operation, management, or control of the Remediation Site through foreclosure or under the terms of a security interest held by the financial institution, under the terms of an extension of credit made by the financial institution, or any successor-in-interest thereto; or
- k) In the case of a fiduciary (other than a land trustee), the estate, trust estate, or other interest in property held in a fiduciary capacity, and a trustee, executor, administrator, guardian, receiver, conservator, or other person who holds the remediated site in a fiduciary capacity, or a transferee of such party.

- 13) This letter, including all attachments, must be recorded as a single instrument within forty-five (45) days of receipt with the Office of the Recorder of DuPage County. For recording purposes, the Illinois EPA Site Remediation Program Environmental Notice attached to this Letter should be the first page of the instrument filed. This Letter shall not be effective until officially recorded by the Office of the Recorder of DuPage County in accordance with Illinois law so that it forms a permanent part of the chain of title for the Speedway property.
- 14) Within thirty (30) days of this Letter being recorded by the Office of the Recorder of DuPage County, a certified copy of this Letter, as recorded, shall be obtained and submitted to the Illinois EPA to:

Mr. Robert E. O'Hara
Illinois Environmental Protection Agency
Bureau of Land/RPMS #24
1021 North Grand Avenue East
Post Office Box 19276
Springfield, IL 62794-9276

- 15) In accordance with Section 58.10(g) of the Act, a No Further Remediation Assessment Fee based on the costs incurred for the Remediation Site by the Illinois EPA for review and evaluation services will be applied in addition to the fees applicable under the Review and Evaluation Services Agreement. Request for payment of the No Further Remediation Assessment Fee will be included with the billing statement.

If you have any questions regarding the Speedway property, you may contact the Illinois EPA project manager, Barbara Conner at (217) 782-5504.

Sincerely,



Joyce L. Murne, P.E., Manager
Remedial Project Management Section
Division of Remediation Management
Bureau of Land

Attachments: Illinois EPA Site Remediation Program Environmental Notice
Site Base Map
Table A: Regulated Substances of Concern
Property Owner Certification of No Further Remediation Letter under the Site
Remediation Program Form
Instructions for Filing the NFR Letter

cc: Matthew Hildreth
AECOM
27755 Diehl Road, Suite 100
Warrenville, Illinois 60555

Bureau of Land File
Mr. Robert O'Hara
Mike Lowder

PREPARED BY:

Name: Staci Hulseberg
Village of Glen Ellyn

Address: 535 Duane Street
Glen Ellyn, Illinois 60137

RETURN TO:

Name: Staci Hulseberg
Village of Glen Ellyn

Address: 535 Duane Street
Glen Ellyn, Illinois 60137

THE ABOVE SPACE FOR RECORDER'S OFFICE

This Environmental No Further Remediation Letter must be submitted by the remediation applicant within 45 days of its receipt, to the Office of the Recorder of DuPage County.

Illinois State EPA Number: 0430455045

The Village of Glen Ellyn, the Remediation Applicant, whose address is 535 Duane Street, Glen Ellyn, Illinois 60137 has performed investigative and/or remedial activities for the remediation site depicted on the attached Site Base Map and identified by the following:

1. Legal description or Reference to a Plat Showing the Boundaries:

PARCEL 1: LOT 1 IN MILLER'S SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH ½ OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 17, 1948 AS DOCUMENT NUMBER 552071 AND CERTIFICATE OF CORRECTION RECORDED DECEMBER 6, 1948 AS DOCUMENT NUMBER 559493, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: LOT 1 IN FIVE CORNERS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 10, 1958 AS DOCUMENT NUMBER 867790, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE QUARTER SECTION CORNER IN THE SOUTH LINE OF SAID SECTION 2, AND RUNNING THENCE

NORTH ALONG THE QUARTER SECTION LINE 6.50 CHAINS (429.0 FEET) TO THE CENTER OF ST. CHARLES ROAD; THENCE SOUTH 88 DEGREES WEST ALONG SAID CENTER LINE OF ROAD 96.32 FEET TO THE NORTHWEST CORNER OF MILLER'S SUBDIVISION, AS OCCUPIED AND MONUMENTED, BEING A SUBDIVISION IN THE SOUTH ½ OF SAID SECTION 2, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 17, 1948 AS DOCUMENT 552071 AND CORRECTION CERTIFICATE RECORDED DECEMBER 6, 1948 AS DOCUMENT NUMBER 559493 FOR PLACE OF BEGINNING; THENCE CONTINUE WESTERLY ON SAID CENTER LINE 78.50 FEET TO ITS INTERSECTION WITH THE EAST LINE, IF EXTENDED NORTH, OF FIVE CORNERS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 10, 1958 AS DOCUMENT NUMBER 867790; THENCE SOUTHERLY ON SAID EAST LINE AND EAST LINE, IF EXTENDED, OF FIVE CORNERS SUBDIVISION 262.87 FEET TO A POINT IN THE NORTH LINE OF FOREST GLEN ADDITION, A SUBDIVISION OF PART OF SECTION 2, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 1924 AS DOCUMENT NUMBER 179220; THENCE EASTERLY ON THE NORTH LINE OF SAID FOREST GLEN ADDITION 89.32 FEET TO THE SOUTHWEST CORNER OF SAID MILLER'S SUBDIVISION, AS CORRECTED; THENCE NORTHERLY ON THE WEST LINE OF MILLER'S SUBDIVISION 253.68 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

2. Common Address: 825 North Main Street, Glen Ellyn, IL
3. Real Estate Tax Index/Parcel Index Numbers: 05-02-419-001-0000, 05-02-419-006-0000 and 05-02-419-007-0000
4. Remediation Site Owner: Village of Glen Ellyn
5. Land Use: Industrial/Commercial
6. Site Investigation: Focused

See NFR letter for other terms.

(Illinois EPA Site Remediation Program Environmental Notice)

File: U:\Cad Drive New\Illinois Environmental Protection Agency\Former Speedway Station - Glen Ellyn, IL\FSR\Site Base Map.dwg Layout: ANSI A1 LJ User: qrcicj Plotted: Aug 28, 2013 4:30pm

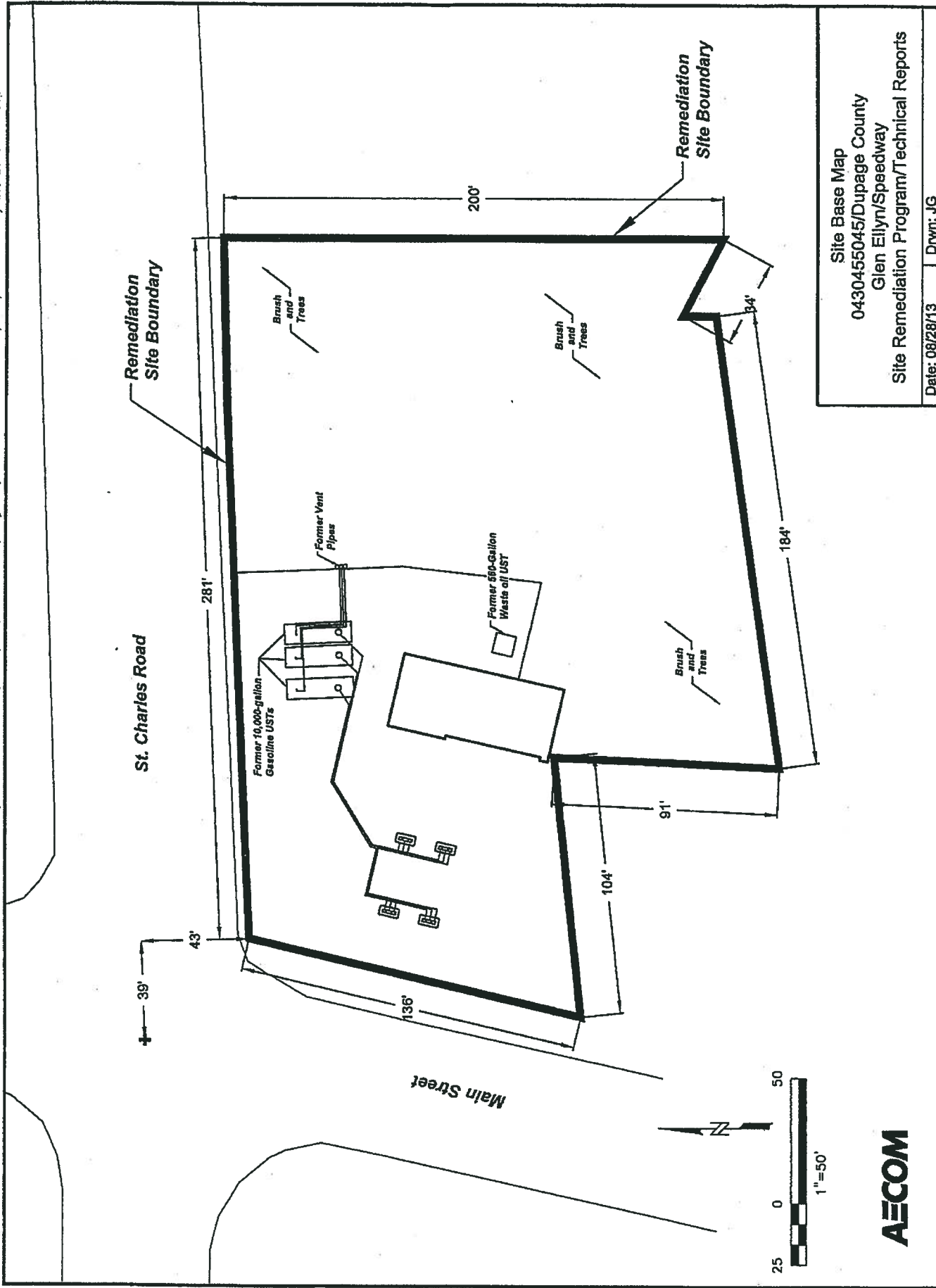


TABLE A: Regulated Substances of Concern

**0430455045 – DuPage County
Glen Ellyn/Speedway
Site Remediation Program**

BTEX and MTBE	
CAS No.	Compound Name
71-43-2	Benzene
100-41-4	Ethylbenzene
108-88-3	Toluene
1330-20-7	Xylene (totals)
1634-04-4	Methyl tert-butyl ether

Polynuclear Aromatic Compounds (PNAs)	
CAS No.	Compound Name
208-96-8	Acenaphthalene
83-32-9	Acenaphthene
120-12-7	Anthracene
56-55-3	Benzo(a)anthracene
205-99-2	Benzo(b)fluoranthene
207-08-9	Benzo(k)fluoranthene
191-24-2	Benzo(g,h,i)perylene
50-32-8	Benzo(a)pyrene
218-01-9	Chrysene
53-70-3	Dibenzo(a,h)anthracene
206-44-0	Fluoranthene
86-73-7	Fluorene
193-39-5	Indeno(1,2,3-cd)pyrene
91-20-3	Naphthalene
85-01-8	Phenanthrene
129-00-0	Pyrene

Inorganics	
CAS No.	Compound Name
7440-38-2	Arsenic
7439-92-1	Lead

**PROPERTY OWNER CERTIFICATION OF THE NFR LETTER
UNDER THE SITE REMEDIATION PROGRAM**

Where the Remediation Applicant (RA) is not the sole owner of the remediation site, the RA shall obtain the certification by original signature of each owner, or authorized agent of the owner(s), of the remediation site or any portion thereof who is not an RA. The property owner(s), or the duly authorized agent of the owner(s) must certify, by original signature, the statement appearing below. This certification shall be recorded in accordance with Illinois Administrative Code 740.620.

Include the full legal name, title, the company, the street address, the city, the state, the ZIP code, and the telephone number of all other property owners. Include the site name, street address, city, ZIP code, county, Illinois inventory identification number and real estate tax index/parcel index number.

A duly authorized agent means a person who is authorized by written consent or by law to act on behalf of a property owner including, but not limited to:

1. For corporations, a principal executive officer of at least the level of vice-president;
2. For a sole proprietorship or partnership, the proprietor or a general partner, respectively; and
3. For a municipality, state or other public agency, the head of the agency or ranking elected official.

For multiple property owners, attach additional sheets containing the information described above, along with a signed, dated certification for each. All property owner certifications must be recorded along with the attached NFR letter.

Property Owner Information	
Owner's Name: _____	
Title: _____	
Company: _____	
Street Address: _____	
City: _____	State: _____ Zip Code: _____ Phone: _____
Site Information	
Site Name: _____	
Site Address: _____	
City: _____	State: _____ Zip Code: _____ County: _____
Illinois inventory identification number: _____	
Real Estate Tax Index/Parcel Index No. _____	
I hereby certify that I have reviewed the attached No Further Remediation Letter and that I accept the terms and conditions and any land use limitations set forth in the letter. Owner's Signature: _____ Date: _____ SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____, 20__ _____ Notary Public	

The Illinois EPA is authorized to require this information under Sections 415 ILCS 5/58 - 58.12 of the Environmental Protection Act and regulations promulgated thereunder. If the Remediation Applicant is not also the sole owner of the remediation site, this form must be completed by all owners of the remediation site and recorded with the NFR Letter. Failure to do so may void the NFR Letter. This form has been approved by the Forms Management Center. All information submitted to the Site Remediation Program is available to the public except when specifically designated by the Remediation Applicant to be treated confidentially as a trade secret or secret process in accordance with the Illinois Compiled Statutes, Section 7(a) of the Environmental Protection Act, applicable Rules and Regulations of the Illinois Pollution Control Board and applicable Illinois EPA rules and guidelines.

Notice to Remediation Applicant

Please follow these instructions when filing the NFR letter with the County Recorder's Office

Instructions for Filing the NFR Letter

The following documents must be filed:

- A. Body of the NFR Letter (contains appropriate terms and conditions, tables, etc.)
 - B. Attachments to NFR letter
 - Illinois EPA Site Remediation Program Environmental Notice (Legal Description and PIN of property)
 - Maps of the site
 - Table A: Regulated Substances of Concern (if applicable.)
 - Property Owner Certification
 - C. A copy of the ordinance, if applicable, used to address groundwater contamination
1. Place the Illinois EPA Site Remediation Program Environmental Notice on top of the NFR prior to giving it to the Recorder.
 2. If you are not the owner (record title holder) of the property on the date of filing of this NFR, you must attach a **completed** owner's certification form signed by the owner of the property at the time of filing (e.g., if the property recently sold, the new owner must sign).
 3. If any of the terms and conditions of the NFR letter references a groundwater ordinance, you must record a copy of the groundwater ordinance with the NFR letter.
 4. If any of the terms and conditions of the NFR letter references a highway agreement, you must record the highway agreement if specifically required by the municipality granting the agreement.
 5. Within thirty (30) days of this NFR Letter being recorded by the Office of the Recorder of the County in which the property is located, a certified copy of this Letter, as recorded, shall be obtained and submitted to the Illinois EPA to:

Robert E. O'Hara
Illinois Environmental Protection Agency
Bureau of Land/RPMS
1021 North Grand Avenue East
Post Office Box 19276
Springfield, IL 62794-9276

6. **Remove this page from the NFR letter, prior to recording.**

If you have any questions call (217) 524-3300 and speak with the "project manager on-call" in the Site Remediation Program.



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

Meeting: 02/22/16 07:00 PM
Department: Public Works
Department Head: Julius Hansen
Category: Resolution
Prepared By: Bob Minix

SCHEDULED

RESOLUTION DOC-2016-2

DOC ID: 2110

Resolution No. 16-02, A Resolution Authorizing the Execution of an Agreement Between the Village of Glen Ellyn and the County of DuPage Governing the Receipt by the Village of Community Development Block Grant - Disaster Recovery Funds in the Original Amount of \$245,000 for the Lake Ellyn Outlet Control Structure Replacement Project. (Professional Engineer Minix)

In the aftermath of the April 2013 major storm event and the declaration of DuPage County as a disaster area, the Village applied for Community Development Block Grant - Disaster Relief (CDBG-DR) funds administered through the County Community Development Commission (CDC). Two projects were approved for funding by the County Board in 2014: an upgrade to the discharge capacity of Lake Ellyn and additional overland flow conveyance measures through the Perry Preserve to the outlet channel at 725 Riford Road. Since both projects involved use of Glen Ellyn Park District properties, Park District approval was sought; the Park Board approved the project to upgrade the discharge structure at Lake Ellyn but did not grant permission to use the Perry Preserve area.

The Village initiated studies and design of Lake Ellyn Outlet Control Structure (OCS) improvements in June 2013, engaging RHMG Engineers for the work. Work in 2013 and 2014 focused on hydraulic studies to demonstrate that increased discharge rates would not have an adverse impact on downstream areas (Perry's Pond and the East Branch DuPage River); 2015 work was devoted to the final design of the new OCS and application processing by the Illinois Department of Natural Resources for a revised dam permit. The project consists of a new poured-in-place outlet structure replacing the existing facility; a motor-controlled gate to lower the lake level; connection of a currently abandoned 24-inch pipe to provide additional outlet capacity; and provision of a concrete sidewalk / cap along the top of the dam to provide a level and reinforced weir during over lake overflow episodes. The latest estimated cost of construction-related contractor and engineering costs is about \$400,000. Included with the project will be an alternate bid for dredging portions of Lake Ellyn to remove deposited sediments in the inlet areas, but this work is wholly separate from the OCS replacement and will be paid for entirely by the Park District.

The original funding level for OCS improvements sought from disaster relief funds was \$245,000. In the fall of 2015, Village staff requested additional funding for the OCS project, essentially taking the money originally earmarked for work in the Perry Preserve area and reassigning it to the replacement structure. CDC staff was responsive to this request and have begun the process of obtaining County Board approval for up to an additional \$255,000. The OCS additional funding request was included as part of a pending major amendment for use of CDBG-DR funds involving a number of projects, currently in the public comment stage. Approval of the additional dollars is anticipated and essentially full funding of project construction will be obtained via the CDBG-DR dollars.

Construction of the OCS replacement is intended to take place early in 2016, with the project completed in time to re-fill Lake Ellyn before the end of June. An Agreement with the County must be approved

and signed before bidding can proceed. CDC and Village staff agreed that an Agreement in the original funding amount of \$245,000 should be executed to allow the bid process to begin this month; the Agreement can be amended once the additional funding is approved by the County Board.

CDBG-DR AGREEMENT

A form of agreement has been received from the Community Development Commission and is currently being reviewed by Engineering Division and Legal Department staff; the finalized Agreement will be ready prior to the Board meeting. The Agreement governs our acceptance of the original allotment of \$245,000 in CDBG-DR funds, describing the various stipulations and actions that are part and parcel of participating in a federal grant program.

- ❑ The general form of the Agreement is essentially the same as previous CDBG agreements with the County. Since 1995, we have received Block Grant funds for Braeside area roadway, water main and sewer improvements built in 1995; safety fence on the south side of the UPRR tracks west of Prospect (1998); Duane Street improvements west of Lorraine Road (1999/2000); Valley Road utility extensions in that corridor between I-355 and Braeside north of Roosevelt Road (2003); the 2009 Braeside Neighborhood Improvements project for water main, sanitary sewer and roadway improvements, focusing on Surrey Drive, but involving area-wide sanitary sewer lining as well; and the 2011 Braeside Neighborhood Lighting Improvements Project.
- ❑ Staff compared the proposed wording of this Agreement with the Agreement executed in 2010 for the Braeside Neighborhood Lighting Improvements Project. The wording of the two documents is similar with the exception of descriptions of the funding source, work scope, funding amount and project implementation timetable, which are conformed to the specific project. There was some re-formatting of sections, but no changes of note in the various stipulations and procedures.
- ❑ The specified project completion date of September 1, 2017 should be readily achieved.
- ❑ Per Village Attorney Greg Mathews, the Village Manager can sign the Agreement upon Board approval. The Agreement should be attested to by an appropriate Village party.
- ❑ The County Board has already approved expenditure of CDBG-DR funds for the project

A copy of the first draft of the Agreement is attached for reference. It is anticipated that the Village Attorney review will not result in substantial changes to this version of the Agreement.

A form of Resolution has been prepared to approve execution of the Agreement. The recitals therein are similar to previous resolutions that approved the acceptance of CDBG program monies and terms, again modified to suit the particular circumstances of the Lake Ellyn OCS project and funding source.

With approval of the Agreement on February 22, 2016 project bidding will commence that week. The bid letting date is tentatively set for March 15, 2016. Village Board action is requested in a Special Meeting on March 21, 2016. Project construction will begin in April. Lake Ellyn will be partially de-watered to effect

construction of the new outlet control structure and any sediment removal. Refilling of the lake is slated to begin by mid-June; using a pay item as required. The new motorized control gate is a long-lead item and likely will be installed after the lake is re-filled.

Resolution No. _____

**A Resolution Authorizing the Execution of an Agreement
Between the Village of Glen Ellyn and the County of DuPage
Governing the Receipt by the Village of
Community Development Block Grant - Disaster Recovery Funds
In the Original Amount of \$245,000 for the
Lake Ellyn Outlet Control Structure Replacement Project**

Whereas, the County of DuPage (County) was awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds from the United States government in accordance with the Disaster Relief Appropriations Act, 2013 (Public Law) 113-2, such funds being made available through the United States Department of Housing and Urban Development (HUD), to assist disaster recovery efforts in response to a declared major flooding disaster occurring in DuPage County in April 2013; and

Whereas, Lake Ellyn lies within the Village of Glen Ellyn, DuPage County, Illinois (Village) and overflowed during the April 2013 storm event causing downstream damage; and

Whereas, the Village retained RHMG Engineers in June 2013 to develop design plans and specifications for the Lake Ellyn Outlet Control Structure Replacement Project (Project) to improve the discharge capacity of Lake Ellyn; and

Whereas, the Village of Glen Ellyn, DuPage County, Illinois (Village) applied for the use of CDBG-DR monies for funding the Project; and

Whereas, The County Community Development Commission (CDC) considered and approved the Village application for the project in the original amount of \$245,000; and

Whereas, the County Board approved the Village application on September 23, 2014 as

part of Amendment Number 1 to the Action Plan for providing CDBG-DR funds for local projects under Resolution #DC-R-0257-14; and

Whereas, Project construction costs are currently estimated at \$400,000; and

Whereas, the Village has requested additional CDBG-DR funds from the CDC to cover all Project construction costs; and

Whereas, additional Project funding is being considered for County Board approval as part of Substantial Amendment Number 3 for CDBG-DR Funds, currently in the public review/comment stage; and

Whereas, to expedite Project bidding, the CDC and Village agree that an agreement with the original funding amount should be approved by the Village;

Whereas, if additional Project funding becomes available, an amendment to the original agreement can be considered; and

Whereas, the Village has received an Agreement from the County which authorizes that CDBG-DR funds be used to reimburse the Village for Project constructed related expenses in the original amount of \$245,000 and lists the terms and conditions associated with the receipt of CDBG funds; and

Whereas, the President and the Board of Trustees believe and hereby declare that it is in the best interests of the Village of Glen Ellyn and its residents to accept CDBG-DR monies and the stipulations thereto for the funding of construction-related expenses of the Project.

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

Section One: The recitals stated above are hereby adopted by the Village Board as its

findings.

Section Two: The Agreement between the County of DuPage and the Village of Glen Ellyn that authorizes \$245,000 in Community Development Block Grant - Disaster Recovery Funds to pay for construction-related expenses of the Lake Ellyn Outlet Control Structure Replacement Project is hereby accepted, and the Village Manager is hereby authorized and directed to execute said Agreement.

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

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this day of _____, 2016.

Ayes:

Nays:

Absent:

Approved by the Village President of the Village of Glen Ellyn, Illinois, this day of _____, 2016.

Village President

Attest:

Village Clerk

Resolution DOC-2016-2

Meeting of February 22, 2016

ATTACHMENTS:

- CDBG-DR Agreement for Lake Ellyn OCS Replacement Project (PDF)

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)
AGREEMENT BETWEEN THE COUNTY OF DUPAGE
AND THE VILLAGE OF GLEN ELLYN
\$245,000
PROJECT NUMBER CDBG-DR-08

This AGREEMENT is entered into as of the _____ day of February, 2016, by and between the COUNTY OF DU PAGE, a body politic and corporate of the State of Illinois (hereinafter called "COUNTY") with offices at 421 N. County Farm Road, Wheaton, IL 60187 and the VILLAGE OF GLEN ELLYN, an Illinois Municipal Corporation, (hereinafter called "SUBGRANTEE") having a principal place of business at 535 Duane Street, Glen Ellyn, IL 60137.

RECITALS

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the "Disaster Relief Appropriations Act, 2013", "Housing and Community Development Act of 1974", and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, The COUNTY was awarded \$31,526,000 in Community Development Block Grant – Disaster Recovery (CDBG-DR) funds in accordance with the Disaster Relief Appropriations Act, 2013 (Public Law) 113-2, such funds being made available through the U.S. Department of Housing and Urban Development (HUD) to assist disaster recovery efforts in response to a declared major flooding disaster occurring in DuPage County in April, 2013; and

WHEREAS, these funds are governed by the Housing and Community Development Act of 1974, as amended (P.L. 93-383) (hereinafter called "ACT") and additional waivers and provisions promulgated by HUD through notices in the Federal Register from time to time (hereinafter the "NOTICES"); and

WHEREAS, COUNTY, by and through its Community Development Commission ("CDC") has considered and approved an application of the SUBGRANTEE and hereby agrees to distribute to SUBGRANTEE a portion of the total CDBG-DR funds allotted to the COUNTY, with the portion distributed to SUBGRANTEE being in an amount and upon the conditions provided herein ("CDBG-DR FUNDS"); and

WHEREAS, the County Board approved this project on September 23, 2014 as part of Amendment Number 1 to the Action Plan for CDBG Disaster Recovery Funds under Resolution #DC-R-0257-14; and

WHEREAS, COUNTY and SUBGRANTEE enter into this AGREEMENT pursuant to their respective powers to enter into such agreements, as those powers are defined in the Illinois Constitution and applicable statutes; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms and conditions hereinafter set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

I. INCORPORATION AND CONSTRUCTION

- A. All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this AGREEMENT.
- B. The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

II. SCOPE OF THE PROJECT

- A. SUBGRANTEE hereby agrees to perform, in a timely fashion, the following activity, as previously defined in the application and project description, and submitted by the SUBGRANTEE, entitled Lake Ellyn Outlet Control Structure Replacement, hereinafter called "PROJECT") in the Village of Glen Ellyn.
- B. The purpose of the activities funded pursuant to this AGREEMENT is to construct a replacement outlet control structure at the north end of Lake Ellyn. The scope of the activities for the project for which SUBGRANTEE will be reimbursed includes:
 - 1. The installation of an approximately 3.5-4 foot square sluice gate within a larger 19 foot x 29 foot size outlet control structure, to drain water from Lake Ellyn during times of high precipitation.
 - 2. The construction work will include dewatering Lake Ellyn, closure of the adjacent gravel sidewalk, and installing cast-in-place concrete material for the outlet control structure.
 - 3. Reimburse for other costs associated with the PROJECT that are consistent with the scope and intent of the PROJECT and are pre-approved by CDC staff.
- C. SUBGRANTEE hereby certifies that:
 - 1. The PROJECT is necessary because of impact from the flood event of April, 2013;
 - 2. SUBGRANTEE received no other funding through insurance, National Flood Insurance Program (NIFP), Federal Emergency Management Agency (FEMA), Small Business Administration (SBA), other State or local funding (except funds

to be used as leveraging in the PROJECT), or other Red Cross, Salvation Army, non-profit, private sector or charitable funding to complete the PROJECT;

3. SUBGRANTEE has in place proficient financial controls and procurement processes to complete PROJECT in a manner that complies with the terms of this AGREEMENT, the ACT and the NOTICES.
4. The SUBGRANTEE shall comply with administrative and procurement requirements as applied to the Community Development Block Grant – Disaster Recovery program in accordance with the Office of Management and Budget’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at CFR Part 200 currently in effect and as amended from time to time (“Super Circular”).
5. The Bid Specifications shall include all specifications and pertinent attachments and shall define the items or services in order for the bidder to properly respond.
6. The SUBGRANTEE shall submit the Bid Specifications and plans to the CDC office for staff's approval prior to advertising in a local newspaper and any construction media.
7. The SUBGRANTEE shall include in the invitation for bids, the statement "Minorities and women contractors are encouraged to submit bids." The SUBGRANTEE shall publicly advertise in a local newspaper and any construction media specifically inviting MBE/WBE firms to submit bids. The SUBGRANTEE shall also specifically invite businesses defined as “Section 3” from a list provided by the Community Development Commission.
8. All bids will be publicly opened at the time and place prescribed in the invitation for bids.
9. The SUBGRANTEE shall provide the CDC office with a copy of the classified advertisement and the results from the bid opening.
10. The contract award will be made, in writing, to the lowest responsive and responsible bidder meeting specifications. Any or all bids may be rejected, if there are sound documented reasons.
11. The SUBGRANTEE shall comply with the Federal Labor Standards and Prevailing Wage Rates as applied to the Community Development Block Grant Program in accordance with Title 29 of the Code of Federal Regulations, part 5.
12. After the start of construction, the SUBGRANTEE shall provide to the CDC Staff weekly reports from the contractor and/or subcontractor(s) relative to the work performed by them at the PROJECT site. The SUBGRANTEE shall conduct employee interviews of the contractor and/or subcontractor(s) at the PROJECT site.

13. Originals of all documents required for compliance with the Federal Labor Standards shall be supplied to the CDC Office.
14. SUBGRANTEE shall erect a sign in a prominent place at the PROJECT site crediting the DuPage Community Development Commission and HUD for funding of the PROJECT by including the following statement:

"Funding for this PROJECT has been provided, in part, by the DuPage Community Development Commission from the U.S. Department of Housing and Urban Development's Community Development Block Grant – Disaster Recovery Program."
15. The SUBGRANTEE and all contractors/subcontractors directly under contract with the SUBGRANTEE shall register and maintain an active registration in the Federal System for Award Management (SAM). The registration for each entity must also indicate that the entity is not excluded from participating in Federal projects.
16. Any corporation or partnership paid for services under this AGREEMENT must be in good standing with the State of Illinois.
17. The SUBGRANTEE shall complete Conflict of Interest Forms and notify the Community Development Commission immediately if a Conflict of Interest has been identified. The SUBGRANTEE shall also require any contractor/subcontractor directly under contract to SUBGRANTEE to complete Conflict of Interest Forms to be returned to the Community Development Commission.
18. SUBGRANTEE shall return to the COUNTY any program income, as defined in 24 CFR Part 570.500(a), which is generated as a result of this PROJECT. Written request for an exception to this provision must be made, in writing, to the CDC Office explaining why the SUBGRANTEE needs the income, the specific activities the SUBGRANTEE will undertake with the funds and how the SUBGRANTEE will report the income and expenditures to the COUNTY. A written response to the request will be provided to SUBGRANTEE from the COUNTY. It is not anticipated that this project will generate program income.

III. AMOUNT AND TERMS OF GRANT

- A. The COUNTY shall reimburse eligible PROJECT costs to SUBGRANTEE, a maximum of TWO HUNDRED FORTY FIVE THOUSAND AND 00/100 DOLLARS (\$245,000.00) in CDBG-DR GRANT FUNDS to be paid in the manner set forth herein in Section VII and in Exhibit "A", pending availability and receipt of funds from HUD.
- B. This PROJECT shall be identified as CDC Agreement No. CDBG-DR-08. This identifying number shall be used by SUBGRANTEE on all payment requests.

- C. Grant funds for this PROJECT are awarded based on the ratio of the granted amount, TWO HUNDRED FORTY FIVE THOUSAND and 00/100 Dollars (\$245,000.00), and the total project cost, TWO HUNDRED FORTY FIVE THOUSAND AND 00/100 DOLLARS (\$245,000.00), as provided in the application. The ratio of these two figures establishes the amount split between the COUNTY and the SUBGRANTEE. For this PROJECT, the COUNTY is committed to 100% and the SUBGRANTEE is responsible for 0% of each payment request and evidence of said funds shall be made conspicuous within the written request and accompanying documents.

IV. SUBGRANTEE'S COMPLIANCE WITH THE ACT AND NOTICES

- A. COUNTY shall assist SUBGRANTEE in complying with the ACT, the rules and regulations promulgated for implementation of the ACT, and the NOTICES.
- B. SUBGRANTEE agrees to abide by the ACT, and all HUD rules and regulations promulgated to implement the ACT, as identified in Exhibit "A" attached hereto and made a part hereof, and by the NOTICES.
- C. COUNTY, as a condition to this grant of funds, requires the SUBGRANTEE, when applicable to complete certifications showing equal employment opportunity compliance including equal employment opportunity certification with reference to the PROJECT, as set forth in Exhibit "B" attached hereto and made a part hereof.
- D. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on COUNTY's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.
1. The COUNTY has complied with 24 CFR part 58 and has completed the environmental review required.
 2. A release of funds was received from HUD on December 16, 2015.
- E. The SUBGRANTEE, in performing under this AGREEMENT, shall:
1. Not discriminate against any worker, employee, or applicant, or any member of the public, because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice; and
 2. Take affirmative action to insure that applicants are employed without regard to race, creed, color, sex, age or national origin, with such affirmative action including, but not limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship.

- F. SUBGRANTEE agrees and authorizes CDC and the U. S. Department of Housing and Urban Development to conduct on-site reviews, examine personnel and employment records and to conduct any other procedures or practices to assure compliance with the provisions set forth in Paragraph F above. SUBGRANTEE agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the non-discriminatory clause set forth in Paragraph F above.
- G. SUBGRANTEE agrees not to violate any laws, State or Federal rules or regulations regarding a direct or indirect illegal interest on the part of any employee or elected official of the SUBGRANTEE in the PROJECT or payments made pursuant to this AGREEMENT.
- H. SUBGRANTEE agrees that to the best of its knowledge, neither the PROJECT nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code, referred to as the Hatch Act.
- I. SUBGRANTEE shall maintain records to show actual time devoted (if applicable) and costs incurred in relation to the PROJECT and shall prepare and submit progress reports (in accordance with Paragraph VIII. B.) which describe the work already performed and anticipated during the remaining time of the PROJECT. Upon fifteen (15) days prior written notice from the COUNTY, originals or certified copies of all time sheets, billings, and other documentation used in the preparation of said progress reports shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North County Farm Road, Wheaton, Illinois. If requested by the Community Development Commission, the SUBGRANTEE shall prepare monthly progress reports.
- J. SUBGRANTEE shall adopt the audit requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 currently in effect and as amended from time to time ("Super Circular"). SUBGRANTEE shall permit the authorized representatives of the COUNTY, HUD and the Comptroller General of the United States to inspect and audit all data and reports of the SUBGRANTEE relating to its performance under the AGREEMENT."
- K. COUNTY shall provide, upon request, copies of all laws, regulations and orders cited in this AGREEMENT.
- L. SUBGRANTEE and COUNTY shall at all times observe and comply with Title 24 CFR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, County, and local government, which may in any manner affect performance under this Agreement, and SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal government.

- M. SUBGRANTEE shall transfer to the COUNTY any CDBG-DR funds on hand and submit all billings attributable to this PROJECT at the time this AGREEMENT expires.
- N. SUBGRANTEE will ensure that any real property under the SUBGRANTEE'S control that was acquired and/or improved in whole or in part with CDBG-DR funds in excess of TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000) is used to meet the benefit of low and moderate income persons, or persons located in a service area that is defined as urgent need as defined by HUD, for a compliance period of five (5) years after the expiration of the AGREEMENT.
- O. If during the five (5) year compliance period after the expiration of this AGREEMENT, the SUBGRANTEE disposes of any property under the SUBGRANTEE'S control that was acquired and/or improved in whole or in part with GRANT FUNDS in an amount in excess of TWENTY FIVE THOUSAND and 00/100 Dollars (\$25,000), then the SUBGRANTEE will reimburse the COUNTY in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for acquisition of, or improvement to, the property.

V. RIGHTS TO SUBCONTRACT

- A. SUBGRANTEE is herewith granted authority to subcontract all or any portion of the PROJECT to such engineers, architects, independent land use consultants, professional land planners, construction contractors or other entities as SUBGRANTEE shall deem appropriate or necessary and upon such terms as may be acceptable to SUBGRANTEE.
- B. Administration of any subcontracts by the SUBGRANTEE shall be in conformance with 24 CFR 570.200(d)(2) and 2 CFR Part 200.

VI. COUNTY'S OBLIGATION TO PROSECUTE APPLICATION

- A. COUNTY shall forthwith file all applicable documents and shall comply with all applicable rules and regulations to secure a release of GRANT FUNDS for the PROJECT.
- B. After the COUNTY has received notification that GRANT FUNDS for the PROJECT have been released by HUD, the SUBGRANTEE shall be authorized to accept the proposal of any subcontractor for the PROJECT.
- C. COUNTY agrees to abide by the ACT, and all HUD rules and regulations promulgated to implement the ACT.

VII. BILLING PROCEDURE

- A. Upon release of GRANT FUNDS by HUD for the PROJECT, the COUNTY shall make disbursements to the SUBGRANTEE as reimbursement for costs incurred by SUBGRANTEE for the PROJECT. All claims of SUBGRANTEE shall comply with the following requirements:

1. The SUBGRANTEE shall provide the CDC Office, upon approval of this Agreement, with an itemized list of all estimated expenditures. This list shall show expected quantities and unit prices for each item.
2. SUBGRANTEE shall submit a request for disbursement of GRANT FUNDS, on a form provided by the COUNTY (hereinafter referred to as "Request for Payment");
3. Requests for Payment shall be submitted on a timely basis. Each Request for Payment sent to the COUNTY shall be accompanied by a payment estimate form signed by the SUBGRANTEE's authorized representative, showing the work completed. Where the PROJECT includes funding sources in addition to the GRANT FUNDS herein, a written accounting of all funding sources applied to the PROJECT shall accompany the Request for Payment.
4. Any request for reimbursement pertaining to construction work shall include the following:
 - a. For interim payments to contractors and subcontractors, certification that the work for which payment is requested has been performed and is in place and to the best of SUBGRANTEE's knowledge, information and belief, the quality of such work is in accordance with the contract and subcontracts, subject to: (i) any evaluation of such work as a functioning PROJECT upon substantial completion; (ii) the results of any subsequent tests permitted by the subcontract; and (iii) any defects or deficiencies not readily apparent upon inspection of the work; and
 - b. For final payment, a written statement that the work has been performed in a satisfactory manner and in conformance with the contract; and
 - c. Any change orders must be authorized, in writing, by the SUBGRANTEE and approved by the Community Development Commission before moving forward; and a copy of such authorization shall be submitted to the CDC Office outlining the changes taking place; and
 - d. The COUNTY's processing of all requests for payment shall be contingent upon the submission of the required documentation by the contractor and subcontractor to the COUNTY that fully complies with Federal labor standards, Uniform Relocation Act or any other applicable Federal, State, County or local statutes, rules or regulations; and
 - e. SUBGRANTEE may request reimbursement for work completed and each Request for Payment must be accompanied by a copy of a cancelled check as documentation of payment to contractors. Alternatively, SUBGRANTEE may request that payment be made directly to contractors for completed construction work on the Request for Payment Form by specifying the payee company name and address. Alternatively, SUBGRANTEE may request all payments through a qualified a title service company, and will be responsible for all fees associated with securing a title company.

5. Any Request for Payment pertaining to acquisition of real property shall be accompanied by a copy of an executed contract for the purchase of real property and supporting documentation, if any, requested by the CDC Office.
 6. SUBGRANTEE shall forward to COUNTY all billings, vouchers, and other documents representing any accounts payable, in such timely and reasonable manner as both parties shall determine.
 7. SUBGRANTEE shall adhere to the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 currently in effect and as amended from time to time ("Super Circular").
- B. The COUNTY shall process an acceptable Request for Payment of GRANT FUNDS in accordance with this AGREEMENT, applicable HUD requirements and COUNTY fiscal policies.

VIII. ADMINISTRATION AND REPORTING REQUIREMENTS

- A. SUBGRANTEE shall adhere to the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 currently in effect and as amended from time to time ("Super Circular").
- B. SUBGRANTEE shall submit all required information to show compliance with applicable laws, rules and regulations, as specified in this AGREEMENT and shall submit to COUNTY a quarterly or monthly progress report no later than the fifth (5th) day of the end of the quarter following the activity being reported. Quarters are based on a grant year of April 1, 2016 through March 31, 2017; reports would therefore be due July 5, 2016, October 5, 2016, January 5, 2017 and April 5, 2017. Final Reports to be clearly marked "FINAL." CDC staff may request monthly reports instead of quarterly reports. Other reporting requirements are specified in Exhibit "A" attached hereto and made a part of this AGREEMENT.

IX. TERMINATION OF AGREEMENT OR SUSPENSION OF PAYMENT

- A. During the implementation of the PROJECT, COUNTY may terminate this AGREEMENT or may suspend payment of GRANT FUNDS to SUBGRANTEE for SUBGRANTEE's substantial breach of this AGREEMENT, abandonment of the PROJECT or occurrence rendering impossible the performance by SUBGRANTEE of this AGREEMENT.
- B. During the implementation of the PROJECT, the COUNTY may suspend payments of GRANT FUNDS due to use of GRANT FUNDS in a manner unrelated to SUBGRANTEE's performing the PROJECT, failure by SUBGRANTEE in submitting supporting information or documentation for a payment request; submission by SUBGRANTEE of incorrect or incomplete reports, or SUBGRANTEES suspension of its pursuit of the PROJECT.

- C. In the event COUNTY elects to terminate this AGREEMENT or to suspend payments, for any reason stated hereinabove in paragraphs A and B of this Section IX, it shall notify the SUBGRANTEE, in writing, of such action, specifying the particular deficiency, at least five (5) working days in advance of any such action and establishing a time and a place for the SUBGRANTEE to refute the alleged deficiency at a time prior to COUNTY's taking such action. After allowing the SUBGRANTEE the opportunity to refute or correct the alleged deficiency, if the alleged deficiency continues to exist, in the reasonable opinion of the COUNTY, the COUNTY may withhold payment of the GRANT FUNDS until such time as the violation or breach is remedied. No action taken or withheld by the COUNTY under this paragraph shall relieve the SUBGRANTEE of its liability to the COUNTY for any funds expended in violation of any of the terms of this AGREEMENT.
- D. SUBGRANTEE shall transfer to the COUNTY any GRANT FUNDS in its possession or control and submit all billings attributable to this PROJECT at the time this AGREEMENT terminates or is suspended.

X. REMEDIES

- A. In the event HUD, or any other Federal agency, makes any claim which would give rise to invoking the remedy provisions, as set forth in paragraph A of this Section X, then the COUNTY or SUBGRANTEE shall immediately notify the other party, in writing, providing the full details of the alleged violation. The party owing the remedy for the alleged breach (the alleged breaching party) shall have the right to contest the claim, in its own name or in the name of the other party, through all levels of any administrative proceedings or in any court of competent jurisdiction without any cost to the other party. Upon any final adjudication, or upon any settlement agreed to between the party alleged to have breached this AGREEMENT and the Federal agency, the alleged breaching party shall promptly pay any funds found due and owing.
- B. As long as the party entitled to the remedy is not in jeopardy of losing any other Federal funding, of any kind or description, as a result of the alleged breach, the alleged breaching party shall have complete right to settle or compromise any claim and to pay any judgment to the Federal government, so long as the party entitled to the remedy is indemnified.
- C. If either party has lost or been prevented from receiving any Federal funds, other than the GRANT FUNDS, as a result of any alleged violation subject to the remedy provisions hereof, the alleged breaching party shall repay, upon demand by the other party, such amount of GRANT FUNDS allegedly due, as a result of the alleged breach, and the alleged breaching party may then pursue any remedy it may have in an appropriate forum in its own name or in the name of the other party, whichever is applicable.

XI. TIMELINESS

- A. Time is of the essence. SUBGRANTEE will be responsible for meeting the schedule deadlines listed below. Any target which the SUBGRANTEE does not achieve within two (2) months of the date listed will require the SUBGRANTEE to submit a revised implementation schedule for approval by CDC Staff. Failure to achieve these deadlines may result in the loss or reduction of grant funds.

Progress Schedule

Date

- | | |
|---|-------------------|
| 1. 50% of funds expended
(claims submitted for 50% of funds) | September 1, 2016 |
| 2. 100% of funds expended
(claims submitted for 100% of funds) | September 1, 2017 |
- B. SUBGRANTEE shall complete the PROJECT by September 1, 2017. However, in the event of any alterations or additions or of circumstances beyond the control of SUBGRANTEE, which in the opinion of the DuPage County Director of Community Services (“Director”) will require additional time for completion of the PROJECT, then in that case, the time of completion shall be extended by said Director by a period of time not to exceed six (6) months.
- C. After a period of twelve (12) months from the date of this AGREEMENT, the Director shall review the progress of the PROJECT. At the time of this review, if the SUBGRANTEE has not demonstrated significant progress toward completion and delays are determined to be within the control of the SUBGRANTEE, the Director shall recommend to the COUNTY that this AGREEMENT be terminated, and all further payments suspended, and the COUNTY shall act upon said recommendation and notify the SUBGRANTEE of its action.
- D. If SUBGRANTEE is delayed in the completion of the PROJECT by any cause legitimately beyond its control, such that it cannot complete the PROJECT within eighteen (18) months of the date of this AGREEMENT, it shall immediately give written notice to the Community Development Commission Executive Committee, County Development Committee, and to the COUNTY of the anticipated delay, the reasons therefore and request an extension of time for completion of the PROJECT. The Community Development Commission Executive Committee shall immediately consider the request and recommend such an extension of time as is found by it, in the reasonable exercise of its discretion, to be required for completion of the PROJECT due to the particular circumstances. The COUNTY shall notify the SUBGRANTEE if the time extension will be granted or denied, and whether it intends to exercise the remedies available herein, including but not limited to suspension of further payments. A revised implementation schedule shall be submitted by SUBGRANTEE if an extension is granted by the COUNTY.

XII. MISCELLANEOUS PROVISIONS

- A. **AMENDMENTS** - This AGREEMENT constitutes the entire agreement between the parties hereto. Any proposed change in this AGREEMENT shall be submitted to the other party for prior approval. No modifications, additions, deletions, or the like, to this AGREEMENT shall be effective unless and until such changes are executed, in writing, by the authorized officers of each party.
- B. **SUBJECT TO FINANCIAL ASSISTANCE AGREEMENT** - This AGREEMENT is made subject to financial assistance agreements between the COUNTY and the United States Department of Housing and Urban Development, with the rights and remedies of the parties hereto being in accordance with this AGREEMENT.
- C. **ASSIGNMENT** - except as provided in Section V hereof, SUBGRANTEE shall not assign this AGREEMENT or any part thereof and SUBGRANTEE shall not transfer or assign any GRANT FUNDS or claims due or to become due hereunder, without the written approval of the COUNTY having first been obtained.
- D. **ATTORNEY'S OPINION** - If requested, SUBGRANTEE shall provide an opinion of its attorney, in a form reasonably satisfactory to the State's Attorney's Office, that all steps necessary to adopt this AGREEMENT, in a manner binding upon SUBGRANTEE, have been taken by SUBGRANTEE, and that SUBGRANTEE is in compliance with applicable local, State and Federal statutes, rules and regulations for the purpose of complying with this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates recited below.

COUNTY OF DU PAGE, a body politic in the State of Illinois

BY:

Daniel J. Cronin,
Chairman DuPage County Board

DATE:

ATTEST:

Paul Hinds,
County Clerk

SUBGRANTEE: VILLAGE GLEN ELLYN, an Illinois Municipal Corporation

ADDRESS: 535 Duane Street
Glen Ellyn, IL 60137.

BY:

Mark Franz,
Village Manager

DATE:

ATTEST:

Signature

Printed Name

Title

EXHIBIT A

ASSURANCES

The SUBGRANTEE hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of CDBG-DR FUNDS in accordance with the ACT and DuPage Community Development Commission policies. Also, the SUBGRANTEE certifies with respect to the grant that:

- A. It is a member of the DuPage Community Development Commission, possesses legal authority to make a grant submission to the COUNTY and to execute a community development and housing program;
- B. Its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the person identified as the official representative of the SUBGRANTEE to execute the AGREEMENT, all understandings and assurances contained herein, and directing the authorization of the person identified as the official representative of the SUBGRANTEE to act in connection with the execution of the AGREEMENT and to provide such additional information as may be required.
- C. Prior to submission of its application to the COUNTY, the SUBGRANTEE has:
 - 1. Met the citizen participation requirements of 24 CFR part 91 and has provided citizens with:
 - a. The estimate of the amount of CDBG-DR FUNDS proposed to be used for activities that will either: benefit persons of low and moderate income; or benefit persons in a designated service area defined as an urgent need activity.
 - b. Its plan for minimizing displacement of persons as a result of activities assisted with CDBG-DR FUNDS and to assist persons actually displaced as a result of such activities;
 - 2. Prepared its application in accordance with the policies of the DuPage Community Development Commission and made the application available to the public;
- D. The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352 42 U.S.C. Sec 2007d et seq.) and implementing regulations issued at 24 CFR Part I;
 - 2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-208), as amended; and that the SUBGRANTEE will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
 - 3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant hereto;

4. Section 3 of the Housing and Urban Development Act of 1968, as amended. All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section

7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

5. Executive Order 11246-Equal Opportunity, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
 6. Executive Order 11063-Equal Opportunity in Housing, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107;
 7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published in effect;
 8. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
 9. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR Part 42, as required under 24 CFR 570.606;
 10. The labor standards requirements as set forth in 24 CFR Part 570, Subpart K and HUD regulations issues to implement such requirements;
 11. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11738 relating to the prevention, control and abatement of water pollution;
 12. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
 13. The Fair Housing Act (42 U.S.C. 3601-20);
- E. Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with CFR 570.608; and
- F. When a grant is in excess of ONE HUNDRED AND FIFTY THOUSAND and 00/100 DOLLARS (\$150,000) it will comply with all applicable standards, orders, or requirements issued under Section 308 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulation (40 CFR Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans, of facilities included on the EPA list of Violating Facilities. The provision shall require reporting of violations to the County, HUD, and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329).

- G. It has developed its application so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight; (the application may also include activities which the SUBGRANTEE certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
- H. It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the ACT or with amount resulting from a guarantee under Section 108 of the ACT by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the ACT are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the ACT; or (2) for purposes of assessing any amount against properties owned and occupied by low and moderate income persons, the SUBGRANTEE certifies that it lacks sufficient funds received under Section 106 of the ACT to comply with the requirements of subparagraph (1) above.
- I. The SUBGRANTEE certifies that it will provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the SUBGRANTEE's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing a drug awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The SUBGRANTEE's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1.);
 4. Notifying the employee in the statement required by paragraph (1.) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

5. Notifying the DuPage County Community Development Commission within ten (10) days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction;
 6. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph ((4)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1.), (2.), (3.), (4.), (5.) and (6.).
- J. It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.
- K. In regards to lobbying, the SUBGRANTEE certifies:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUBGRANTEE, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The SUBGRANTEE shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreement(s) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than TEN THOUSAND AND 00/100ths DOLLARS (\$10,000) and not more than ONE HUNDRED THOUSAND AND 00/100ths DOLLARS (\$100,000) for each such failure.

EXHIBIT B

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
Community Development Block Grant Program – Disaster Recovery
County of DuPage

The undersigned understands and agrees that it is a SUBGRANTEE of the Community Development Block Grant – Disaster Recovery Program of the County of DuPage. The undersigned also agrees there shall be no discrimination against any employee who is employed in carrying out work from the assistance received from the County of DuPage and the Department of Housing and Urban Development, or against any applicant for such employment, because of race, color, religion, sex, age or national origin, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The SUBGRANTEE further agrees to the following:

- A. It will incorporate or cause to be incorporated into any grant contract, loan, grant insurance or guarantee involving Federally assisted construction work, or modification thereof, which is paid for in whole or in part with funds obtained from the Community Development Block Grant – Disaster Recovery program, the language contained in HUD Equal Employment Opportunity Regulations at 42 CFR 130.15(b), in Executive Order 11246, as amended by Executive Orders 11375 and 12006, and implementing regulations issued in 41 CFR Chapter 60.
- B. It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any Community Development Block Grant Program – Disaster Recovery construction.
- C. It will assist and cooperate actively with the County of DuPage, the Department of Housing and Urban Development and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor.
- D. It will furnish the County of DuPage, the Department of Housing and Urban Development and the Secretary of Labor such information as they may require for the supervision of such compliance, and will otherwise assist the County of DuPage and the Department of Housing and Urban Development in the discharge of primary responsibility for securing compliance.
- E. It will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from or who has not demonstrated eligibility for government contracts and Federally assisted construction contracts pursuant to the Executive Order.

- F. It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the County of DuPage or the Department of Housing and Urban Development.
- G. In the event that SUBGRANTEE fails or refuses to comply with the undertaking, the County of DuPage, or the Department of Housing and Urban Development may take any or all of the following actions: cancel, terminate or suspend, in whole or in part, this grant, refrain from extending any further assistance to the SUBGRANTEE until satisfactory assurance of future compliance has been received; and refer the case to the Department of Housing and Urban Development for appropriate legal proceedings.

SUBGRANTEE: VILLAGE OF GLEN ELLYN, an Illinois Municipal Corporation

ADDRESS: 535 Duane Street,
Glen Ellyn, IL 60137

BY: _____
Mark Franz,
Village Manager

DATE: _____

ATTEST: _____
Signature

Printed Name

Title



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

Meeting: 02/22/16 07:00 PM
Department: Public Works
Department Head: Julius Hansen
Category: Award
Prepared By: Jeff Perrigo

SCHEDULED

AGENDA ITEM (ID # 2105)

DOC ID: 2105

Waive local competitive bidding for a cooperative purchase through the Suburban Purchasing Cooperative, which is an authorized exception in the purchasing policy, to award a contract to Superior Road Striping, of Melrose Park, Illinois, for the contemplated pavement marking work for FY16, Parking Lot Maintenance/Street Painting, in the not-to-exceed amount of \$60,000, to be expensed to the General and Parking Funds. (Public Works Director Hansen)

Background

Every year, the Village performs some level of pavement line striping based on how well the striping is performing and the actual needs for re-striping. Our typical line striping cycle includes two years to address the needs for asphalt roadways (including the Central Business District), one year for our concrete streets and a fourth year for general maintenance and touch-ups. This is considered one of our regular years for asphalt roadways and a year for limited concrete roadways as we are in need of performing re-striping on those areas that are showing excessive wear. Also needed this year is a small allocation of funds to address line striping deficiencies in our parking lots.

Recommendation

In the past, we have used the low bidder from the Suburban Purchasing Cooperative (SPC) as our contractor for our pavement line striping as a means to reduce costs. The low bidder through the SPC has been Superior Road Striping for many years and we realized substantial savings when we used them in 2010 and 2012-2015. We again would like to use the SPC's low bidder, Superior, to perform our general maintenance line striping this year. Superior has offered to maintain their 2015 pricing for 2016.

Action Requested

At this time, a construction contract award to Superior Road Striping, with project funding equal to the total amount budgeted for this work in the amount of **\$60,000**, is recommended. The 2016 Pavement Line Striping Budget amount is \$50,000; and another \$10,000 is requested from the Parking Fund.

Please note the following:

2016 Pavement Line Striping Program Recommended Funding for Construction			
Project Item	Funding Source (FY16)	Account No.	Amount
2016 Pavement Line Striping Program	General Fund	143200-521035	\$50,000
Parking Lot Striping	Parking Fund	53000-520970	\$10,000

Agenda Item (ID # 2105)

Meeting of February 22, 2016

ATTACHMENTS:

- Unit Pricing-Suburban Purchasing Cooperative (PDF)

THERMOPLASTIC ROAD STRIPING

Product Information - Contract #123

Thermoplastic Lane Markings are used on paved roadways to provide guidance and information to drivers and pedestrians.

Ordering Information

Contact Superior Road Striping directly with any questions and to schedule work for your municipality.

The SPC Lane Marking Contract #123 has been extended from April 12, 2015 through April 11, 2016.

Superior Road Striping

1980 Hawthorne Avenue

Melrose Park, IL 60160

Contact: Joan Yario or Sandy DeHoyos

P:708-865-0718 F:708-865-0296

thermopros@sbcglobal.net

Pricing

<u>Item Description</u>	<u>UOM</u>	<u>Unit Price</u>
4" Line	LF	\$0.54
6" Line	LF	\$0.81
12" Line	LF	\$1.63
24" Line	LF	\$4.09
Letters & Symbols	SQ FT	\$4.09
Marking Removal	SQ FT	\$0.75

Note: All unit prices are per foot, except Letters & Symbols and Removal, which are priced per square foot.

A price list may be downloaded at www.nwmc-cog.org



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

Meeting: 02/22/16 07:00 PM
Department: Public Works
Department Head: Julius Hansen
Category: Purchase
Prepared By: Jeff Perrigo

SCHEDULED

AGENDA ITEM (ID # 2103)

DOC ID: 2103 A

Approve award of a contract to Bracing Systems, Inc., of Hanover Park, Illinois, for the purchase of detectable warning panels, at a unit price of \$125 per panel, in a not-to-exceed amount of \$31,250, to be expensed to the Capital Projects Fund. (Public Works Director Hansen)

Background

Each year, the Public Works Department performs sidewalk replacements and repairs through our sidewalk program, capital projects and other efforts. As part of this work, sidewalk squares that are adjacent to the curb (key walks) have detectable warning panels placed into the concrete as required as part of the American Disabilities Act. These panels alert the visually impaired that they are approaching a significant vehicular crossing, usually a roadway.

Issues

Most communities have a separate line item for contractors to bid on for the purchase and placement of detectable warnings. Historical data shows that the average bid price for the purchase and placement of detectable warning panels is approximately \$25 per square foot. However, for the last two years, we have removed the detectable warning line item from our bidding. Instead, we have purchased the detectable panels directly from the supplier and provided the panels to our contractors for placement. This change in our process has reduced our unit cost from \$25/sf to \$12.50/sf - a 50% reduction. In essence, this change has saved the Village approximately \$50,000 over the last two years.

Three quotes were received from local suppliers for this year's round of work with Bracing Systems, Inc., from Hanover Park providing the lowest cost. The breakdown is shown below with an estimated quantity of up to 250 detectable warning panels requested:

Supplier	Unit Price	Total Cost
Bracing Systems, Inc.	\$125/panel	\$31,250
Multiple Concrete Accessories	\$128/panel	\$32,000
Carroll Construction Supply	\$132/panel	\$33,000

Recommendation

Approve the purchase of detectable warning panels with the low bid provided by Bracing Systems, Inc. of Hanover Park, IL.



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

Meeting: 02/22/16 07:00 PM
Department: Police
Department Head: Phil Norton
Category: Appointment
Prepared By: William Holmer

SCHEDULED

ORDINANCE 6387

DOC ID: 2114

Ordinance No. 6387-VC, An Ordinance to Amend Section 9-5-6 (Schedule F; Parking Prohibited at All Times) of the Village Code Regarding Parking on Duane Street East of Park Boulevard. (Chief Norton)

Background

Duane Street directly east of Park Boulevard is a residential area located just east of the Central Business District. Currently, there are no parking restrictions on Duane Street in this area other than the general 5-hour parking restriction.

Issues

It is not uncommon to have motorists park their vehicles on Duane Street just east of Park Boulevard, sometimes on both sides of the street, and create a traffic problem for motorists turning from Park onto Duane. This can happen when there are events held in the Central Business District or when a resident who lives in the area has a large amount of visitors. Vehicles park in such close proximity to the intersection that it causes gridlock for the aforementioned motorists turning from Park and those traveling westbound approaching the intersection. We also see the conflict occur at times when the railroad crossing is temporarily blocked.

I spoke with the resident who lives at the southeast corner of the intersection of Park Boulevard and Duane Street who confirmed that traffic on Duane Street east of Park Boulevard does get very congested when vehicles park on both sides of the Duane. She believes implementing some type of parking restrictions would assist with the traffic flow and make the area safer for vehicle travel. The two houses on the northeast corner of the intersection have just been remodeled and are for sale.

Recommendation

Restricting parking on portions of Duane Street immediately east of Park Boulevard would keep the intersection clear and allow vehicles to turn on to eastbound Duane Street without conflict. This would create a clearing for both directions of traffic near the intersection. I recommend the following:

- Prohibit parking on the south side of Duane Street from the east line of Park Boulevard to a point 155 feet east on that same line (to the alley just east of Park Boulevard).
- Prohibit parking on the north side of Duane Street from the east line of Park Boulevard to a point 80 feet east on that same line (to the first residential driveway east of the intersection).

Attachments

I have attached a draft ordinance referencing the recommended parking change. Please let me know if you have any questions.

Ordinance No. _____ - VC

**An Ordinance to Amend Section 9-5-6 (Schedule F; Parking Prohibited at All Times)
of the Village Code of the Village of Glen Ellyn, Illinois,
Regarding Parking on Duane Street East of Park Boulevard**

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: Section 9-5-6 (SCHEDULE F; PARKING PROHIBITED AT ALL TIMES) of the Glen Ellyn Village Code is hereby amended by the addition of the following:

Name of Street	District
Duane Street, north side	From the east line of Park Boulevard to a point 80 feet east of that same line.
Duane Street, south side	From the east line of Park Boulevard to a point 155 feet east of that same line.

SECTION TWO: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

AYES:

Ordinance 6387

Meeting of February 22, 2016

NAYS:

ABSENT:

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

Village President of the Village
of Glen Ellyn, Illinois

ATTEST:

Village Clerk of the Village
of Glen Ellyn, Illinois

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



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

Meeting: 02/22/16 07:00 PM
Department: Administration
Department Head: Al Stonitsch
Category: Policy
Prepared By: Caroline Conlon

SCHEDULED

AGENDA ITEM (ID # 2117)

DOC ID: 2117

Accept the Village Strategic Plan for 2016-2017. (Village Manager Franz)

Background

As discussed in previous Village Board Workshops, last year the Village Board completed a strategic planning process that was facilitated by Lee Crumbaugh, Forrest Consulting, and consisted of three strategic planning sessions, two with the Village Board and one with the management team. At these sessions, Village leadership reviewed various surveys conducted by key stakeholders of the Village including Boards and Commission members, the elected Village Board, and Village employees. This process was the basis for the development of a 2016-17 Strategic Plan. The Plan identifies goals and action steps as well as a process that includes accountability and measurement of such goals.

Each year, this Plan will be realigned with the priorities of the Village Board and integrated with the budget process. Every two years, a realignment process will be completed with the Village Board including any new elected officials. Lastly, the Village might want to consider a community survey as a component of this process to ensure our most important stakeholders are involved in evaluating our performance and providing feedback and input in our strategic planning process. In lieu of a community survey, the Financial Scorecard does an effective job of comparing overall finances with comparable communities and was completed in 2013.

Strategic Plan: The Action Plan is attached, which includes updated goals, revised target dates and most important initiatives. As part of the planning process, Village leadership developed a Vision Statement which states the following:

GLEN ELLYN VISION 2017

The Village of Glen Ellyn is a desirable community in which to live, work and play, with unique character and charm, a small-town feel, urban amenities and a high quality of life.

- o Glen Ellyn has a mix of businesses in its thriving downtown and commercial corridors. It is a destination with a vibrant mix of shopping, dining and special events.
- o Glen Ellyn offers diverse housing, historic and new, on tree-lined streets, close to excellent schools, parks and recreation.
- o Glen Ellyn is a safe community, easily reached by road, train and trail, with easy access to Chicago.
- o Glen Ellyn's success is built on a 21st Century infrastructure, a growing footprint, resident involvement and a Village government committed to continued financial sustainability.

This vision and the planning process were utilized to develop goals and action steps based on the strategic issues identified by the Village Board. These key 2016-2017 strategy goals are as follows:

1. **DEVELOPMENT.** Build consensus for 21st Century development and re-development of the Village, and take steps to attract and foster desirable development, increase the Village's footprint, add housing variety and increase downtown density.
2. **BUSINESS.** Engage in proactive economic development to attract and recruit key businesses downtown and in commercial corridors to achieve a thriving business community.
3. **ATTRACTIONS.** Encourage a variety of events and shopping and dining options, and provide amenities that attract visitors to the Village and produce resident and visitor presence downtown, day and evening, weekdays and weekends.
4. **COMMUNICATIONS AND INVOLVEMENT.** Communicate with, educate and involve the community and volunteers to support and act on the Village's high priority needs and opportunities.
5. **INFRASTRUCTURE.** Invest in infrastructure to meet key needs, including downtown access, Village facilities, storm water issues and technology improvement.
6. **FINANCIAL SUSTAINABILITY.** Grow revenue and focus spending in line with anticipated resources to meet the highest priority needs and maintain the Village's AAA bond rating.

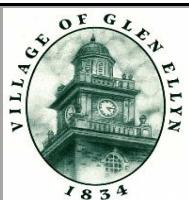
Over the last five years, management has developed a tracking process to evaluate progress and update stakeholders on the goals of the organization. We are excited to complete this process and be able to focus on clearly defined goals and action steps.

Recommendation

Accept the Village Strategic Plan for 2016-2017.

ATTACHMENTS:

- 2016-17 Village Strategic Plan Goals-Final Report-2016-02-22 (PDF)

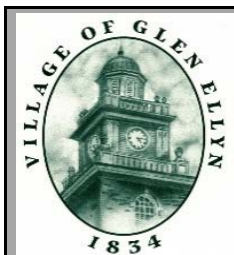


2016-17 Village Strategic Issues and Critical Goals FINAL REPORT

2/22/2016

GOALS	Strategic Issue I: DEVELOPMENT . Build consensus for 21st Century development and re-development of the Village, and take steps to attract and foster desirable development, increase the Village's footprint, add housing variety and increase downtown density.	Target Date	Status
I-1	Educate the community on development and re-development needs and opportunities.	Ongoing	
I-2	Update Comprehensive Plan to assist in guiding future development of the community.	May, 2017	
I-3	Review and consider annexation opportunities to increase the tax base and control future development.	May, 2016	
I-4	Improve downtown infrastructure including pedestrian accessibility and parking opportunities in conjunction with potential development projects in the CBD.	May, 2017	
GOALS	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.	Target Date	Status
II-1	Continue to implement strategic plan for Economic Development that focuses on overall commercial vitality, EAV and sales tax growth.	Ongoing	
II-2	Target selected retailers and restaurants to increase shopping and dining options and improve the variety of businesses downtown.	Ongoing	
II-3	Improve communication with the Village Board on economic development progress.	Ongoing	
II-4	Eliminate unneeded codes and regulations that inhibit commercial development and business retention and make the approval process more user friendly.	January, 2017	
GOALS	Strategic Issue III: ATTRACTIONS . Encourage a variety of events and shopping and dining options, and provide amenities that attract visitors to the Village and produce resident and visitor presence downtown, day and evening, weekdays and weekends.	Target Date	Status
III-1	Encourage more special events in and around the Central Business District by partnering with the Chamber, the Alliance, Library, Park District, Schools, and COD.	January, 2017	
III-2	Embrace historic tourism.	December, 2016	
III-3	Make infrastructure improvements to encourage outdoor activities and special events in the CBD.	September, 2017	
III-4	Develop and implement marketing plan for CBD and other commercial corridors.	May, 2017	
III-5	Work with businesses to develop opportunities to become an 18 hour downtown.	January, 2017	

GOALS	Strategic Issue IV: COMMUNICATIONS AND INVOLVEMENT. Communicate with, educate and involve the community and volunteers to support and act on the Village's high priority needs and opportunities.	Target Date	Status
IV-1	Maintain an up to date communication plan for emergencies.	November, 2016	
IV-2	Evaluate efficiencies that continue to deliver high quality services to residents and businesses.	December, 2016	
IV-3	Develop and utilize a comprehensive communications plan to educate and inform the community and continue to implement a resident (customer) management strategy that mandates responsiveness and convenience.	December, 2016	
IV-4	Communicate the Strategic plan and priorities and ensure the Village Board and Boards and Commissions are aligned.	December, 2017	
IV-5	Recruit and identify meaningful roles for volunteers.	January, 2017	
GOALS	Strategic Issue V: INFRASTRUCTURE. Invest in infrastructure to meet key needs, including downtown access, Village facilities, storm water issues and technology improvement.	Target Date	Status
V-1	Develop an implementation strategy to invest in Village facilities.	September, 2017	
V-2	Continue to evaluate pedestrian and vehicular traffic improvements in and around the community.	May, 2017	
V-3	Develop and continuously review the 5-year Capital Improvement Plan (CIP) and monitor and enhance funding options as necessary to implement plan.	January, 2017	
V-4	Consider developing a sustainability plan for the Village.	August, 2016	
V-5	Expand downtown parking in conjunction with downtown development projects.	May, 2017	
GOALS	Strategic Issue VI: FINANCIAL SUSTAINABILITY. Grow revenue and focus spending in line with anticipated resources to meet the highest priority needs and maintain the Village's AAA bond rating.	Target Date	Status
VI-1	Evaluate new revenue concepts and cost controls that continue to deliver high quality services and necessary capital investment.	January, 2017	
VI-2	Continue to utilize technology to consolidate functions, streamline work processes, and deliver services more efficiently	January, 2017	
VI-3	Complete financial monitoring including annual audits, five-year forecast, CIP, and Scorecard as appropriate.	December, 2016	
VI-4	Review staffing allocation and create succession plans for all departments focused on talent management and development.	October, 2016	
VI-5	Evaluate internal human resources improvements to assist in protecting the greatest organizational asset: employees.	June, 2016	



2/22/2016

2016-17 Village Strategic Issues and Action Plan FINAL REPORT

TOTAL GOALS: 76

KEY

On Schedule

Delayed (Schedule Adjusted) / On Target

Most Important Initiatives

Off Track / Concerned About Progress

Strategic Issue I: DEVELOPMENT. Build consensus for 21st Century development and re-development of the Village, and take steps to attract and foster desirable development, increase the Village's footprint, add housing variety and increase downtown density.

Goal I	Action Steps	On track	Complete	Comments	Dept.
1	Identify key development parcels and recruit developers to those sites and enhance all commercial corridors, including 2 proposed CBD projects. - Ongoing				P&D/ Admin
1	Promote housing diversity by monitoring affordable housing availability and needs. - Ongoing				P&D
1	Encourage eldercare housing and senior facilities within the community including considering relocating Senior Services in the Civic Center. - Ongoing				P&D/ Admin
2	Begin the process of updating the Comprehensive Plan as grant funds become available by May 2017.				P&D
2	Consider adopting new building codes including the 2012 Energy Codes by October 2016.				P&D

3	Embrace residential and commercial annexation opportunities * Finalize the annexation of the industrial properties on Hill Ave. by May 1, 2016. *Continue to pursue annexation in conjunction with the Enclaves of Glen Ellyn project and possible residential development on Hill Ave by May 1, 2016. * Continue to pursue annexation of areas near GWA by September, 2016.				P&D/ Admin
4	Encourage developers to consider public/private partnerships with respect to public parking by January, 2017				P&D/ Admin
4	Complete a Village wayfinding plan and consider implementing by May 1, 2016.				P&D/PW
4	Maintain an attractive pedestrian environment by encouraging sidewalk cafes, promoting downtown events and making pedestrian-friendly enhancements by May, 2017.				P&D/ Admin

TOTAL COMPLETE/ON TARGET=TOTAL: 9

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.

Goal II	Action Steps	On track	Complete	Comments	Dept.
1	Continue to target areas for economic development including retail, restaurant, and office and track success - 2 CBD projects. - Ongoing				Admin
1	Utilize College of DuPage (COD) as a business retention and recruitment partner by May 2017.				Admin
1	Pursue sales agreement for 825 Main Street by June 1, 2016.				P&D/ Admin
1&2	Continue to invest in commercial areas through the award program and promote the incentive program for businesses that meet economic development goals. - Ongoing				P&D/ Admin
2	Promote the CBD and Roosevelt Rd. TIF Districts. -Ongoing				P&D/ Admin
2	Expand the core downtown CBD and expand and retail opportunities by carefully regulating special use applications by May 2017.				P&D/ Admin
2	Continue to work towards finding a long-term tenant for the old Dominick's site by December 1, 2016.				P&D/ Admin
3	Continue to implement a communication strategy with the Village Board to engage them on economic development decisions and outcomes. - Ongoing				P&D/ Admin
4	Consider implementation of an online building permit system to provide customer flexibility and improved service by January 1, 2017.				P&D
4	Review and modify zoning code and ARC guidelines to provide more flexibility through administrative approval by December 1, 2016.				P&D
4	Consider combining the Plan Commission and Architectural Review Commission by July 1, 2016.				P&D

TOTAL COMPLETE/ON TARGET=TOTAL: 11

Strategic Issue III: ATTRACTIONS. Encourage a variety of events and shopping and dining options, and provide amenities that attract visitors to the Village and produce resident and visitor presence downtown, day and evening, weekdays and weekends.

Goal III	Action Steps	On Track	Complete	Comments	Dept.
1	Coordinate marketing efforts for all special events by February 1 annually.				Admin
1	Continue to support the Alliance and Chamber in maintaining and enhancing current and new special events. - Ongoing				Admin
2	Work with the Historic Preservation Commission and Historical Society towards marketing Glen Ellyn's historic districts and historical tourism by December 1, 2016.				P&D/ Admin
3	Incorporate streetscape improvements in the downtown street project including opportunities for sidewalk cafes by March 1, 2017.				Admin/ PW/ P&D
3	Evaluate the possibility of special event plaza or pocket parks in the downtown as part of the streetscape improvements being considered by March 1, 2017.				Admin/ PW/ P&D
3&5	Evaluate including a sound system and enhanced lighting for the downtown as part of the streetscape improvements being considered by March 1, 2017.				Admin/ PW
3&5	Update the street lights in the CBD by September 1, 2017.				Admin/ PW
4	Develop a joint marketing plan with the Chamber and Alliance by May 1, 2016.				Admin
4	Evaluate joint marketing and communication with the other taxing bodies as a way to share information and brand Glen Ellyn as a place to live, work, and play by May 1, 2017.				Admin

5	Work with the Chamber and the Alliance on opportunities to encourage businesses to extend hours by increasing pedestrian traffic and customers with special events throughout the year by January 1, 2017.				Admin
5	Continue to offer the Award Program to retain businesses/restaurants that provide entertainment and attractions the downtown such as the Glen Art Theater. - Ongoing				Admin

TOTAL COMPLETE/ON TARGET=TOTAL: 11

Strategic Issue IV: COMMUNICATIONS AND INVOLVEMENT. Communicate with, educate and involve the community and volunteers to support and act on the Village's high priority needs and opportunities.

Goal IV	Action Steps	On track	Complete	Comments	Dept.
1	Enhance promotion of the Reverse 911 system for emergency communication by June 1, 2016.				PD/ Admin
1	Conduct a emergency plan drill annually by November 1, 2016.				PD
2	Continue philosophy that all customers are responded to by the village within two business days with an acknowledgement of their request. -Ongoing				All
2	Increase customer convenience, interaction, and improve transparency by enhancing the functionality of the Village website and leveraging social media by December 1, 2016.				Admin
3	Monitor the success of the PW service request system and evaluate alternatives for other departments to utilize by December 2016.				Admin
3	Consider a process to complete a community survey biannually as part of the strategic planning process by October 2016.				Admin
3	Develop an online electronic Agenda Packet Program for all Boards and Commissions by May 2017.				Admin
3	Encourage voter turnout by promtoing Town Hall Meetings and the election process by April 2017.				Admin
4	Align the goals of the Village Board, Boards and Commissions, and Village Staff by completing additional strategic planning as necessary by December 2017.				Admin
4	Communicate the 2016-17 Strategic Plan and incorporate goals into the annual budget discussions. -Ongoing				Admin
5	Develop a policy on appointing and replacing Boards and Commission members by January 2017.				Admin

5	Continue to educate potential commissioners and recruit volunteers for meaningful roles on Boards and Commissions. -ongoing				Admin
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TOTAL COMPLETE/ON TARGET=TOTAL: 12

Strategic Issue V: INFRASTRUCTURE. Invest in infrastructure to meet key needs, including downtown access, Village facilities, storm water issues and technology improvement.

Goal V	Action Steps	On track	Complete	Comments	Dept.
1	Meet target dates and budget directives to complete the construction of a new Police Station by September 1, 2017.				PD/ Admin
1	Create a plan and funding approach to making needed improvements to the Civic Center, Fire Stations, Village-owned parks, PW building (Salt Dome) and DuComm Facilities by December 1, 2016.				All
1	Continue to evaluate Village Links/Reserve 22 capital needs to effectively maximize business operations.				Village Links/ Reserve 22
1	Improved GWA infrastructure projects including Combined Heat and Power (CHP) and Facilities Improvement Project (FIP) by September 2017.				PW
2	Complete an RFP and design work of a pedestrian bridge and improved or new train station by December 1, 2016.				P&D/ PW/ Admin
2	Apply for a grant to complete Phase I engineering of viable options for a under/overpass in the CBD by December 1, 2016.				PW/ Admin
2	Construction of a pedestrian underpass on Taylor St. by September 2017.				PW/ Admin
2	Promote the bike plan and partner with other agencies to create a north-south bike trail by May 1, 2017.				PW/ Admin
3	Successfully manage the 2016 roadway and sidewalk construction projects by November 1, 2016.				PW
3	Complete leak detection study and implement recommendations as budget allows by November 1, 2016.				PW

3	Begin implementation of clear water reduction strategies, studies and projects as recommended by the 2011 SSES report and 2012 Central Basin study including lining of sewers and selected sewer replacement/relief sewer construction. - Ongoing				PW
3	Develop and begin to implement the Roosevelt Road water main replacement project by November 1, 2016.				PW
3	Address storm water issues include Lake Ellyn Outlet Control Structure Improvements, Riford Rd. Improvements, and improvements on Elm Street, east of Kennilworth by November 1, 2016.				PW
4	Work with the Environmental Commission to develop sustainability goals for the Village by August 2016.				P&D/Admin in
5	Evaluate economic development partnerships that would increase parking in the downtown by May 2017.				P&D/ Admin
5	Embrace opportunities to increase public parking in the downtown by evaluating street parking options, improving access to Civic Center Parking lot, and other public lots by January 1, 2017.				P&D/ Admin

TOTAL COMPLETE/ON TARGET=TOTAL: 16

Strategic Issue VI: FINANCIAL SUSTAINABILITY. Grow revenue and focus spending in line with anticipated resources to meet the highest priority needs and maintain the Village's AAA bond rating.

Goal VI	Action Steps	On track	Complete	Comments	Dept.
1	Generate profit to cover annual debt, execute CIP targets, build cash reserves, and meet financial goals at the Village Links/Reserve 22 as set out by the CY16 Budget by January 1, 2017.				Village Links/ Reserve 22
1	Identify new revenues sources and grant opportunities as part of the budget process by January 1, 2017.				Finance
1	Periodically adjust Village fees and fines to be commensurate with the cost of providing services by establishing gradual and appropriate increases in line with other communities by Dec. 1, 2016.				All
1	Develop short and long term strategies to sustain the Volunteer Fire Company model by October 1, 2016.				Admin/ FD
1	Prepare a plan and analysis to enhance Administrative Adjudication Program to include other code violations by May 2016.				PD/P&D/ Admin
2	Automate the Accounts Payable process by January 1, 2017.				Finance/ Admin
2	Complete the installation of a new Computer Aided Dispatch (CAD) and Records Management System (RMS) funded in part by the County by January 1, 2018.				PD
2	Review and implement parking enhancements and payment options to improve convenience for commuters in downtown parking lots by December 2016.				Finance/P W
3	Complete annual five year forecast by October 2016.				Finance
3	Complete the annual Capital Improvement Program projects including facility improvements, IT improvements, and equipment replacement by Jan. 1, 2017.				All

3	Receive the budget and audit award from GFOA by October 1, 2016.				Finance
3	Maintain AAA Bond Rating by maintaining a diverse tax base, strong financial policies and healthy reserves including rebuilding the Corporate Reserve Fund. - Ongoing				Finance/ Admin
3	Develop long term funding plan to meet future pension obligations by October 2016.				Finance/ Admin
4	Create succession plans in Planning and Development, Public Works, Police Department, Finance, Fire Company, and Village Links/Reserve 22 and continually review staffing allocation and needs. - Ongoing				All
4	Evaluate the feasibility of consolidating operations, services, procedures, and common tasks within and across departments and explore cost sharing partnerships with intergovernmental groups and recommend changes as part of budget process by October 2016.				All
5	Complete a comprehensive review of the Village's Personnel Manual by June 2016.				Admin
5	Foster training, continuing education, skill development, and cross-training for all employees as part of budget process (May 1, 2014).				All

TOTAL COMPLETE/ON TARGET=TOTAL: 17



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

Meeting: 02/22/16 07:00 PM
Department: Planning & Development
Department Head: Staci Hulseberg
Category: Commission Recommendation
Prepared By: William Kolschowsky

SCHEDULED

ORDINANCE 6388

DOC ID: 2109

Ordinance No. 6388, An Ordinance Approving Variations from the Zoning Code Requirements to Combine Two Adjacent Lots under Common Ownership at 608 and 612 Newton Avenue.

Background

The property owners, Margaret DeLaRosa and Joseph McGuire, are requesting variations from the Glen Ellyn Zoning Code requirements regarding the combination of two adjacent lots under common ownership and to construct an accessory structure on a zoning lot without the presence of a principal structure on the same zoning lot.

The subject property is a through lot located on Newton Avenue between Linden Street and Hawthorne Boulevard in the R2 Zoning District. The petitioners own and reside at the property immediately adjacent to the north, 612 Newton Avenue. Notice of the public hearing was published in the Daily Herald on November 23, 2015. The Zoning Board of Appeals conducted a public hearing on the requested variations on Tuesday, December 8, 2015 which was continued on Tuesday, January 12, 2016. At the meetings, no persons spoke in opposition to and four persons spoke in favor of the variation requests. A petition was provided by the petitioners indicating the support of residents of twenty-nine (29) surrounding properties.

A summary of each meeting is as follows:

December 8, 2015

The variations requested at this meeting were:

1. Section 10-4-1(H) to allow two contiguous substandard lots under common ownership, which together constitute one conforming "zoning lot", to not be considered joined as a single parcel, lot or zoning lot which would allow one of the two lots to be sold off at a future date.
2. Section 10-4-1(G) to allow a portion of a "zoning lot" to be sold, causing the remaining portion of the lot to be 16 feet less in width than the required minimum width of 66 feet.
3. Section 10-4-1(C) to allow an accessory detached garage to be erected on the zoning lot without the presence of a principal building on the same zoning lot after the demolition of the existing house and garage which are in disrepair.

At this meeting, the petitioners indicated that they purchased the adjacent property at 608 Newton Avenue at a public auction prior to their knowledge of the zoning code requirement for adjacent lots under common ownership that do not meet the minimum lot area to be considered as one zoning lot. They purchased the property with the hopes that they would be able to demolish the existing house and garage which are in a state of disrepair and construct a new garage on the property as they do not have a garage on their property at 612 Newton Avenue. The position of their house on the lot with respect to a large diameter tree precludes them from constructing one. They also wanted the ability to construct a new house on the lot or sell the lot off at some future date.

There were only four ZBA members in attendance at this meeting. After discussion of the case between the ZBA members, it was apparent that the petitioners would not receive a unanimous vote in favor of their requests. The petitioners requested, and were granted, a continuance of the public hearing to allow the absent ZBA members an opportunity to hear their case.

January 12, 2016

There were six ZBA members in attendance at this meeting. The ZBA members were generally supportive of the petitioners' request to have the two lots remain separate and apart from each other but were not all in agreement on the request to construct a new garage on the lot without the presence of a principal structure.

Issues

The Zoning Board of Appeals was in favor of the variations related to maintaining the two lots separately from each other as they felt that the zoning code afforded the petitioners less rights than anyone else that would have purchased the property. Any person other than an adjacent property owner would be free to sell the lot if they chose to. The ZBA members were not in unanimous agreement that a new garage could be erected on the property as some felt that if the lots were to be considered separated, the other zoning regulations should be applied, particularly not permitting an accessory structure to be erected on a zoning lot without the presence of a principal structure.

Recommendation

At the public hearing on January 12, 2016 the Zoning Board of Appeals voted on three separate motions as follows.

1. The first motion, to allow two contiguous lots under common ownership which are of such size as to constitute one conforming "zoning lot" to not be considered jointly as being a single parcel, lot or zoning lot to allow one of the two lots to be sold off at a future date, carried with six (6) "yes" votes and zero (0) "no" votes resulting in a recommendation of this motion for approval.
2. The second motion, to allow a portion of a "zoning lot" to be sold, causing the remaining portion of the lot to be sixteen (16) feet less in width than the required minimum width of sixty-six (66) feet with the stipulation that the two lots will create two fifty (50) foot wide zoning lots, carried with six (6) "yes" votes and zero (0) "no" votes resulting in a recommendation of this motion for approval.
3. The third motion, to allow an accessory building or structure to be erected on a zoning lot without the presence of a principal building on the same zoning lot, did not carry with three (3) "yes" votes and three (3) "no" votes resulting in a recommendation of this motion for denial.

Staff has prepared an ordinance for the approval of the two variations and the denial of the one variation in accordance with the recommendation of the Zoning Board of Appeals as noted above; however, in the event the Board so chooses to approve all three variation requests, we have also attached an ordinance to approve all three variation requests.

Action Requested

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

Attachments

- Ordinance to Fully Approve the Petitioners' Requests
- Ordinance to Partially Approve the Petitioners' Requests
- Exhibit A - Minutes of ZBA meeting dated December 8, 2015
- Exhibit B - Draft Minutes of ZBA meeting dated January 12, 2016
- Exhibit C - Parcel location map
- Exhibit D - Plat of Survey - 608 Newton Avenue
- Exhibit E - Plat of Survey - 612 Newton Avenue
- Exhibit F - Photographs - 608 Newton Avenue

CC: Margaret DeLaRosa and Joseph McGuire

Ordinance No. _____

**An Ordinance Approving Variations from the Zoning Code Requirements to
Combine Two Adjacent Lots under Common Ownership
at 608 and 612 Newton Avenue, Glen Ellyn, IL 60137**

Whereas, Margaret DeLaRosa and Joseph McGuire, owners of the properties at 608 and 612 Newton Avenue, Glen Ellyn, Illinois, which are legally described as follows:

LOT 4 IN J.R. SMITH'S SECOND RESUBDIVISION, BEING A SUBDIVISION IN THE EAST HALF OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 26, 1921 AS DOCUMENT 152367, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-10-211-034-0000

AND,

LOT 5 OF J.R. SMITH'S SECOND RESUBDIVISION, GLEN ELLYN, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-10-211-033-0000

have petitioned the President and Board of Trustees of the Village of Glen Ellyn for variations from the following sections of the Glen Ellyn Zoning Code:

1. Section 10-4-1(H) to allow two contiguous substandard lots under common ownership, which are of such size as to constitute one conforming "zoning lot", to not be considered jointly as being a single parcel, lot or zoning lot to allow one of the two lots to be sold off at a future date.
2. Section 10-4-1(G) to allow a portion of a "zoning lot" to be sold, causing the remaining portion of the lot to be 16 feet less in width than the required minimum width of 66 feet.
3. Section 10-4-1(C) to allow an accessory building or structure to be erected on a zoning lot without the presence of a principal building on the same zoning lot to allow the construction of a detached garage on the lot after the demolition of the existing house and garage which are in disrepair.

Whereas, following due notice by publication in the Daily Herald not less than fifteen (15) nor more than thirty (30) days prior thereto, and by mailing notice to all property owners within 250 feet of the subject property at least ten (10) days prior thereto, and the placement of a placard on the subject property not less than fifteen (15) days prior thereto, the Glen Ellyn Zoning Board of Appeals conducted public hearings on December 8, 2015 and on January 12, 2016 at which the petitioner presented evidence, testimony, and exhibits in support of the variation request and zero (0) persons appeared in opposition of the variation and four (4) persons appeared in favor thereto; and

Whereas, based upon the evidence, testimony, and exhibits presented at the public hearings held on December 8, 2015 and January 12, 2016, the Zoning Board of Appeals adopted findings of fact and voted on a three separate motions to approve or deny the requested variations as follows.

1. The first motion, to allow two contiguous lots under common ownership which are of such size as to constitute one conforming “zoning lot” to not be considered jointly as being a single parcel, lot or zoning lot to allow one of the two lots to be sold off at a future date, carried with six (6) “yes” votes and zero (0) “no” votes resulting in a recommendation of this motion for approval as set forth in its draft Minutes dated January 12, 2016 appended hereto as Exhibit "B"; and
2. The second motion, to allow a portion of a “zoning lot” to be sold, causing the remaining portion of the lot to be sixteen (16) feet less in width than the required minimum width of sixty-six (66) feet with the stipulation that the two lots will create two fifty (50) foot wide zoning lots, carried with six (6) “yes” votes and zero (0) “no” votes resulting in a

recommendation of this motion for approval as set forth in its draft Minutes dated January 12, 2016 appended hereto as Exhibit "B"; and

3. The third motion, to allow an accessory building or structure to be erected on a zoning lot without the presence of a principal building on the same zoning lot, did not carry with three (3) "yes" votes and three (3) "no" votes resulting in a recommendation of this motion for denial as set forth in its draft Minutes dated January 12, 2016 appended hereto as Exhibit "B".

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

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

- A. That the plight of the owners is that the zoning ordinance affords less rights to a property owner that purchases an adjacent zoning lot than it does to anyone else that would purchase the same property.
- B. That the owners are desirous to demolish the existing structures on the 608 Newton Avenue lot as they are in a state of disrepair. The existing house is not habitable.
- C. That the variations will not be detrimental to the public comfort, morals, and welfare or injurious to other property or improvements in the neighborhood in which the property is located since the use is permitted in the zoning district and the future garage and house will be constructed in accordance with all applicable zoning code regulations other than the variations requested;
- D. That the variations will not substantially increase the hazard from fire or other dangers to

said property and will not otherwise impair the public health, safety, or general welfare of the inhabitants of the Village since future structures on the lot will be constructed in accordance with all applicable building code regulations;

- E. That the variations will not diminish or impair property values within the neighborhood since the use will remain the same as existing and the variations will allow a property improvement that will increase property values;
- F. That the variations will not unduly increase traffic congestion in the public streets and highways since no change to the vehicle access and parking use is proposed on the property;
- G. That the variations will not result in an increase in public expenditures or create a nuisance since the property improvements will include the demolition of an existing house and garage which are in a dangerous condition;
- H. That the variations are the minimum that will make possible the reasonable use of the land, building or structure.

Whereas, the President and Board of Trustees, based on the aforementioned findings of fact, find it appropriate uphold the recommendations of the Zoning Board of Appeals and to grant two and deny one of the variations presented to the Zoning Board of Appeals.

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

Section One: The Minutes of the December 8, 2015 Glen Ellyn Zoning Board of Appeals meeting, Exhibit "A" and the draft Minutes of the January 12, 2016 Glen Ellyn Zoning Board of Appeals meeting, Exhibit "B", each appended hereto, are hereby accepted, and the

findings of fact and conclusions set forth in the preambles above are hereby adopted as the findings of fact and conclusions of the corporate authorities of the Village of Glen Ellyn.

Section Two: Based upon the above findings of fact, the President and Board of Trustees hereby approve the following variations from the Village of Glen Ellyn Zoning Code:

1. Section 10-4-1(H) to allow two contiguous substandard lots under common ownership, which are of such size as to constitute one conforming “zoning lot,” to not be considered jointly as being a single parcel, lot or zoning lot to allow one of the two lots to be sold off at a future date.
2. Section 10-4-1(G) to allow a portion of a “zoning lot” to be sold, causing the remaining portion of the lot to be 16 feet less in width than the required minimum width of 66 feet, but deny the following variation from the Village of Glen Ellyn Zoning Code:
3. Section 10-4-1(C) to allow an accessory building or structure to be erected on a zoning lot without the presence of a principal building on the same zoning lot to allow the construction of a detached garage on the lot after the demolition of the existing house and garage which are in disrepair.

for the properties at 608 and 612 Newton Avenue, Glen Ellyn, Illinois, which are legally described as follows:

LOT 4 IN J.R. SMITH'S SECOND RESUBDIVISION, BEING A SUBDIVISION IN THE EAST HALF OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 26, 1921 AS DOCUMENT 152367, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-10-211-034-0000

AND,

LOT 5 OF J.R. SMITH'S SECOND RESUBDIVISION, GLEN ELLYN, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-10-211-033-0000

Section Three: This grant of the two variations is conditioned upon the demolition of the existing house and garage on the 608 Newton Avenue property which are in a state of

disrepair within six months of the date of this ordinance, and the lot leveled and seeded or sodded, as noted in the Application for Variation received by the Planning & Development Department and signed on December 1, 2015, and the testimony and exhibits provided at the December 8, 2015 and January 12, 2016 Zoning Board of Appeals public hearings.

Section Four: The Building and Zoning Official is hereby authorized and directed to issue permits for the subject property, consistent with the variations granted herein, provided that all conditions set forth hereinabove have been met and that the proposed work is in compliance with all other applicable laws and ordinances. This grant of variations shall expire and become null and void twenty-four (24) months from the date of passage of this Ordinance however, the Village Board, by motion, may extend the period during which demolition and site restoration shall take place.

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

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

Section Seven: Failure of the 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 said Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 10-10-18 "A" and "B" of the Village of Glen Ellyn Zoning Code.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this _____ day of _____, 2016.

Ayes:

Ordinance 6388

Meeting of February 22, 2016

Nays:**Absent:**

Approved by the Village President of the Village of Glen Ellyn, Illinois, this ____ day
of _____, 2016.

Village President of the
Village of Glen Ellyn, Illinois

Attest:

Village Clerk of the
Village of Glen Ellyn, Illinois

(Published in pamphlet form and posted on the ____ day

ATTACHMENTS:

- Newton 608 - Combine Lots - Full Approval (DOC)
- Exhibit A - Minutes of ZBA meeting dated December 8, 2015 (PDF)
- Exhibit B - Draft Minutes of ZBA meeting dated January 12, 2016 (PDF)
- Exhibit C - Parcel Location Map (PDF)
- Exhibit D - Plat of Survey - 608 Newton Avenue (PDF)
- Exhibit E - Plat of Survey - 612 Newton Avenue (PDF)
- Exhibit F - Photographs - 608 Newton Avenue (PDF)

Village of Glen Ellyn

Ordinance No.

**An Ordinance Approving Variations from the Zoning Code Requirements to
Combine Two Adjacent Lots under Common Ownership and to
Erect an Accessory Structure on a Zoning Lot without a Principal Structure
at 608 and 612 Newton Avenue, Glen Ellyn, IL 60137**

**Adopted by the
President and Board of Trustees
Of the Village of Glen Ellyn
DuPage County, Illinois
this ____ day of _____, 20____.**

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

Ordinance No.**An Ordinance Approving Variations from the Zoning Code Requirements to Combine Two Adjacent Lots under Common Ownership and to Erect an Accessory Structure on a Zoning Lot without a Principal Structure at 608 and 612 Newton Avenue, Glen Ellyn, IL 60137**

Whereas, Margaret DeLaRosa and Joseph McGuire, owners of the properties at 608 and 612 Newton Avenue, Glen Ellyn, Illinois, which are legally described as follows:

LOT 4 IN J.R. SMITH'S SECOND RESUBDIVISION, BEING A SUBDIVISION IN THE EAST HALF OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 26, 1921 AS DOCUMENT 152367, IN DUPAGE COUNTY, ILLINOIS.

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AND,

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P.I.N.: 05-10-211-033-0000

have petitioned the President and Board of Trustees of the Village of Glen Ellyn for variations from the following sections of the Glen Ellyn Zoning Code:

1. Section 10-4-1(H) to allow two contiguous substandard lots under common ownership, which are of such size as to constitute one conforming "zoning lot", to not be considered jointly as being a single parcel, lot or zoning lot to allow one of the two lots to be sold off at a future date.
2. Section 10-4-1(G) to allow a portion of a "zoning lot" to be sold, causing the remaining portion of the lot to be 16 feet less in width than the required minimum width of 66 feet.
3. Section 10-4-1(C) to allow an accessory building or structure to be erected on a zoning lot without the presence of a principal building on the same zoning lot to allow the construction of a detached garage on the lot after the demolition of the existing house and garage which are in disrepair.

Whereas, following due notice by publication in the Daily Herald not less than fifteen (15) nor more than thirty (30) days prior thereto, and by mailing notice to all property owners

within 250 feet of the subject property at least ten (10) days prior thereto, and the placement of a placard on the subject property not less than fifteen (15) days prior thereto, the Glen Ellyn Zoning Board of Appeals conducted public hearings on December 8, 2015 and on January 12, 2016 at which the petitioner presented evidence, testimony, and exhibits in support of the variation request and zero (0) persons appeared in opposition to the variation and four (4) persons appeared in favor thereto; and

Whereas, based upon the evidence, testimony, and exhibits presented at the public hearings held on December 8, 2015 and January 12, 2016, the Zoning Board of Appeals adopted findings of fact and voted on three separate motions to approve or deny the requested variations as follows.

- A. The first motion, to allow two contiguous lots under common ownership which are of such size as to constitute one conforming “zoning lot” to not be considered jointly as being a single parcel, lot or zoning lot to allow one of the two lots to be sold off at a future date, carried with six (6) “yes” votes and zero (0) “no” votes resulting in a recommendation of this motion for approval as set forth in its draft Minutes dated January 12, 2016 appended hereto as Exhibit "B"; and
- B. The second motion, to allow a portion of a “zoning lot” to be sold, causing the remaining portion of the lot to be sixteen (16) feet less in width than the required minimum width of sixty-six (66) feet with the stipulation that the two lots will create two fifty (50) foot wide zoning lots, carried with six (6) “yes” votes and zero (0) “no” votes resulting in a recommendation of this motion for approval as set forth in its draft Minutes dated January 12, 2016 appended hereto as Exhibit "B"; and
- C. The third motion, to allow an accessory building or structure to be erected on a zoning lot

without the presence of a principal building on the same zoning lot, did not carry with three (3) “yes” votes and three (3) “no” votes resulting in a recommendation of this motion for denial as set forth in its draft Minutes dated January 12, 2016 appended hereto as Exhibit "B".

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

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

- A. That the plight of the owners is that the zoning ordinance affords less rights to a property owner that purchases an adjacent zoning lot than it does to anyone else that would purchase the same property.
- B. That the owners are desirous to demolish the existing structures on the 608 Newton Avenue lot as they are in a state of disrepair. The existing house is not habitable.
- C. That the position of the existing house on the 612 Newton Avenue lot with respect to a large diameter tree precludes the owners from erecting a garage on the 612 Newton Avenue property.
- D. That the variations, if granted, will not alter the essential character of the locality since the proposed garage would be constructed at the rear of the 608 Newton Avenue lot affording room to construct a new house on the same lot at a future date.
- E. That the variations will not be detrimental to the public comfort, morals, and welfare or injurious to other property or improvements in the neighborhood in which the property is located since the use is permitted in the zoning district and the future garage and house will be constructed in accordance with all applicable zoning code regulations other than

the variations requested;

- F. That the variations will not substantially increase the hazard from fire or other dangers to said property and will not otherwise impair the public health, safety, or general welfare of the inhabitants of the Village since the structures will be constructed in accordance with all applicable building code regulations;
- G. That the variations will not diminish or impair property values within the neighborhood since the use will remain the same as existing and the variations will allow a property improvement that will increase property values;
- H. That the variations will not unduly increase traffic congestion in the public streets and highways since no change to the vehicle access and parking use is proposed on the property;
- I. That the variations will not result in an increase in public expenditures or create a nuisance since the property improvements will include the demolition of an existing house and garage which are in a dangerous condition;
- J. That the variations are the minimum 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, and notwithstanding the recommendations of the Zoning Board of Appeals, find it appropriate to grant the three variations presented to the Zoning Board of Appeals.

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

Section One: The Minutes of the December 8, 2015 Glen Ellyn Zoning Board of Appeals meeting, Exhibit "A" and the draft Minutes of the January 12, 2016 Glen Ellyn Zoning

Board of Appeals meeting, Exhibit "B", each appended hereto, are hereby accepted, and the findings of fact and conclusions set forth in the preambles above are hereby adopted as the findings of fact and conclusions of the corporate authorities of the Village of Glen Ellyn.

Section Two: Based upon the above findings of fact, the President and Board of Trustees hereby approve the following variations from the Village of Glen Ellyn Zoning Code:

1. Section 10-4-1(H) to allow two contiguous substandard lots under common ownership, which are of such size as to constitute one conforming "zoning lot", to not be considered jointly as being a single parcel, lot or zoning lot to allow one of the two lots to be sold off at a future date.
2. Section 10-4-1(G) to allow a portion of a "zoning lot" to be sold, causing the remaining portion of the lot to be 16 feet less in width than the required minimum width of 66 feet.
3. Section 10-4-1(C) to allow an accessory building or structure to be erected on a zoning lot without the presence of a principal building on the same zoning lot to allow the construction of a detached garage on the lot after the demolition of the existing house and garage which are in disrepair.

for the properties at 608 and 612 Newton Avenue, Glen Ellyn, Illinois, which are legally described as follows:

LOT 4 IN J.R. SMITH'S SECOND RESUBDIVISION, BEING A SUBDIVISION IN THE EAST HALF OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 26, 1921 AS DOCUMENT 152367, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-10-211-034-0000

AND,

LOT 5 OF J.R. SMITH'S SECOND RESUBDIVISION, GLEN ELLYN, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-10-211-033-0000

Section Three: This grant of variations is conditioned upon the demolition of the existing house and garage on the 608 Newton Avenue property which are in a state of disrepair within six months of the date of this ordinance, and the lot leveled and seeded or sodded, as

noted in the Application for Variation received by the Planning & Development Department and signed on December 1, 2015, and the testimony and exhibits provided at the December 8, 2015 and January 12, 2016 Zoning Board of Appeals public hearings.

Section Four: The Building and Zoning Official is hereby authorized and directed to issue building permits for the subject property, consistent with the variations granted herein, provided that all conditions set forth hereinabove have been met and that the proposed construction is in compliance with all other applicable laws and ordinances. This grant of variations shall expire and become null and void twenty-four (24) months from the date of passage of this Ordinance; however, the Village Board, by motion, may extend the expiration date.

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

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

Section Seven: Failure of the 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 said Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 10-10-18 "A" and "B" of the Village of Glen Ellyn Zoning Code.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this ____ day of _____, 2016.

Ayes:

Nays:

Absent:

Approved by the Village President of the Village of Glen Ellyn, Illinois, this ____ day
of _____, 2016.

Village President of the
Village of Glen Ellyn, Illinois

Attest:

Village Clerk of the
Village of Glen Ellyn, Illinois

(Published in pamphlet form and posted on the ____ day

EXHIBIT "A"

ZONING BOARD OF APPEALS
MINUTES
DECEMBER 8, 2015

The meeting was called to order by Acting Chairperson Gregory Constantino at 7:01 p.m. ZBA Members Larry LaVanway, John Micheli and Thomas Whalls were present. Chairperson Rick Garrity and ZBA Members James Bourke and Chip Miller were excused. Also present were Trustee Liaison Pete Ladesic, Building and Zoning Official Steve Witt and Recording Secretary Barbara Utterback.

Acting Chairperson Constantino explained the procedures of the Zoning Board of Appeals.

ZBA Member Micheli moved, seconded by ZBA Member Whalls, to approve the minutes of the October 27, 2015 Zoning Board of Appeals meeting. The motion carried unanimously by voice vote.

On the agenda were two public hearings for the properties at 608 Newton Avenue and 525 Emerson Avenue.

PUBLIC HEARING – 608 NEWTON AVENUE

A REQUEST FOR APPROVAL OF VARIATIONS FROM THE GLEN ELLYN ZONING CODE AS FOLLOWS: 1. SECTION 10-4-1(H) TO ALLOW TWO CONTIGUOUS SUBSTANDARD LOTS UNDER COMMON OWNERSHIP, WHICH ARE OF SUCH SIZE AS TO CONSTITUTE ONE CONFORMING "ZONING LOT" TO NOT BE CONSIDERED JOINTLY AS BEING A SINGLE PARCEL, LOT OR ZONING LOT TO ALLOW ONE OF THE TWO LOTS TO BE SOLD OFF AT A FUTURE DATE. 2. SECTION 10-4-1(G) TO ALLOW A PORTION OF A "ZONING LOT" TO BE SOLD, CAUSING THE REMAINING PORTION OF THE LOT TO BE 16 FEET LESS IN WIDTH THAN THE REQUIRED MINIMUM WIDTH OF 66 FEET. 3. SECTION 10-4-1(C) TO ALLOW AN ACCESSORY BUILDING OR STRUCTURE TO BE ERECTED ON A ZONING LOT WITHOUT THE PRESENCE OF A PRINCIPAL BUILDING ON THE SAME ZONING LOT TO ALLOW THE CONSTRUCTION OF A DETACHED GARAGE ON THE LOT AFTER THE DEMOLITION OF THE EXISTING HOUSE AND GARAGE WHICH ARE IN DISREPAIR. 4. ANY OTHER ZONING RELIEF NECESSARY TO CONSTRUCT THE PROJECT AS DEPICTED ON THE PLANS PRESENTED OR REVISED AT THE PUBLIC HEARING OR AT A PUBLIC MEETING OF THE VILLAGE BOARD.

(Margaret DeLaRosa and Joseph McGuire, owners of properties at 608 and 612 Newton Avenue)

Staff Presentation

Building and Zoning Official Steve Witt stated that Margaret DeLaRosa and Joseph McGuire, the property owners, are requesting approval of the following zoning variations: 1. Section 10-4-1(H) to allow two contiguous substandard lots under common ownership, which are of such size as to constitute one conforming "zoning lot" to not be considered jointly as being a single

EXHIBIT "A"

Zoning Board of Appeals

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December 8, 2015

parcel, lot or zoning lot to allow one of the two lots to be sold off at a future date. 2. Section 10-4-1(G) to allow a portion of a "zoning lot" to be sold, causing the remaining portion of the lot to be 16 feet less in width than the required minimum width of 66 feet. 3. Section 10-4-1(C) to allow an accessory building or structure to be erected on a zoning lot without the presence of a principal building on the same zoning lot to allow the construction of a detached garage on the lot after the demolition of the existing house and garage which are in disrepair. 4. Any other zoning relief necessary to construct the project as depicted on the plans presented or revised at the public hearing at a public meeting of the Village Board.

Mr. Witt displayed the two properties which are located in the R2 zoning district on Newton Avenue between Hawthorn and Linden. He added that the land use and immediate adjacencies are all single-family residential. He also stated that notice of the public hearing was published in the November 23, 2015 Daily Herald and mailed to property owners within 250 feet of the subject property and a placard was placed on the property. Mr. Witt stated that no Village records were found related to the granting of any zoning variations for either of these two properties and the building permit history is not relevant to the requests being asked for at this meeting.

Mr. Witt stated that the property owners reside at 612 Newton Avenue and recently purchased the property at 608 Newton Avenue which is in a state of disrepair. He stated that the petitioners would like to demolish both the house and garage at 608 Newton Avenue and reconstruct a garage without a principal structure on that property while maintaining control of both properties at 608 and 612 Newton Avenue. Mr. Witt stated that both lots are substandard in width at 50 feet in lieu of 66 feet required and substandard in area, each at 7,500 square feet in lieu of the required minimum of 8,712 square feet. He added that the combination of the two lots would create one conforming zoning lot. He also stated that the Zoning Code requires that "where two or more contiguous substandard lots of record or parts of lots of record are in common ownership and are of such size to constitute at least one conjoining zoning lot which, in this case, the combination of the two would create, that such lots of record or portions thereof shall so be joined, developed and used jointly, for the purpose of forming an effective and conforming zoning lot or lots. He stated that such contiguous substandard lots of record in common ownership effective the date of this title of the zoning code shall be considered jointly thereafter as being a single parcel, lot or zoning lot for the purpose of this title." He added that basically at the point of time of purchase of the additional lot, technically the Zoning Code considers those two lots as one lot.

Questions to Staff from the Zoning Board of Appeals

ZBA Member LaVanway asked if the petitioners are required to demolish the home and garage on the 608 Newton Avenue property due to the condition of the structures, and Mr. Witt stated that there is a commitment from the petitioners to demolish those structures if they move forward with the combination of the two lots. He added that he does not know if it has been

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Zoning Board of Appeals

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established that the Village is requiring demolition of these two structures at this point versus the structures being rehabbed. ZBA Member Micheli asked in reference to Section 10-4-1(H) if the petitioners held the second property (608) as an LLC or under joint tenancy or under any other configurations different and distinguished from the way they own the property at 612, would the owners have any issues with common ownership. Mr. Witt stated that he did not feel qualified to answer that question but that the Village Attorney would be qualified to do so. Acting Chairperson Constantino stated that the two parcels are a perfect example of what the code is trying to address when talking about two contiguous substandard lots of record as both lots are the same size and are substandard separately and when they come under common ownership, and the idea then is to become one conforming lot. Mr. Witt agreed that was correct.

Petitioners' Presentation

Margaret DeLaRosa and Joseph McGuire, 612 Newton Avenue, Glen Ellyn, Illinois spoke on behalf of the proposed project. Ms. DeLaRosa displayed the original subdivision of the subject lots and stated that there were three lots on Newton Avenue and three lots on Hawthorne Boulevard that made up the original subdivision in 1921. She stated that 612 and 608 Newton Avenue are Lots 4 and 5 and are 50 feet x 150 feet with an area of 7,500 feet. She stated those lots were the same size in 1921 and that 612 Newton Avenue which is where Ms. DeLaRosa said she lives was built in 1924 and 608 Newton Avenue was built in 1948. She added that for 27 years, 608 Newton Avenue was an empty but buildable lot and that both lots are 50 feet x 150 feet. Ms. DeLaRosa stated they purchased 608 Newton Avenue at a foreclosure auction so that they could maintain their way of life so that they would not have a building project next door for approximately one year for which they had no say so, so they could control what happens to the property next door and could control how water moves from that property. She added that she was the only homeowner bidding on the subject property and that the remainder of the bidders were builders. She summarized that they would like to remove the house and garage on that property, use a portion of the property for some duration until she decides to sell her property or 608 Newton Avenue and then return 608 Newton Avenue to what it is today. She stated that she built an entire second floor on her home and has never applied for a variation from the Village before.

Ms. DeLaRosa described a property on Hawthorne that went into foreclosure that was purchased by a builder and redeveloped with a new house and detached garage on a lot the same size as the lot at 608 Newton Avenue. Ms. DeLaRosa stated that the code is penalizing her as the owner and that if a nearby neighbor or any of the builders at the auction purchased the property, it would be buildable. She stated that her original intention regarding this property was to control her environment and that lots larger than others in her neighborhood would not fit it. She also stated that in 2009, the owner of 151 N. Main purchased the property next door at 155 N. Main and kept that property which is available to be sold and built on in the future.

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Zoning Board of Appeals

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December 8, 2015

Ms. DeLaRosa stated that they have a petition signed by 39 of their neighbors in support of their request. She stated that she met with the neighbors at 346 and 342 Hawthorne Boulevard to purchase part of 608 Newton Avenue to extend their lots and give her some relief and return on the money she invested in 608. She stated that the 342 Hawthorne Boulevard owners wanted to do so, however, the 346 Hawthorne Boulevard property owners did not and she could not sell a portion of the 342 lot without selling a portion of 346. She also stated that the adjacent ownership issue regarding properties is not well known in the Village. She added that their neighborhood will be improved with the removal of the existing house next door and the additional space.

Questions to the Petitioners from the Zoning Board of Appeals

ZBA Member Whalls stated that perhaps the petitioners could have spoken to the Village pre-purchase rather than post-purchase, and Ms. DeLaRosa responded that she did not have enough time to do so as she had spent a great deal of time at the county researching information. Acting Chairperson Constantino stated that the purpose of the petitioners purchasing the lot was to control its destiny and asked why the Village should allow the lots to remain separate. Ms. DeLaRosa asked if the focus of the Village is to have 66-foot wide lots, why is anyone allowed to sell a 50-foot wide lot if it is not to the adjacent owners. ZBA Member LaVanway asked Ms. DeLaRosa if it was her suggestion that the Village force someone who owns a vacant lot to sell it to one of the two adjoining neighbors and she responded absolutely as that was the focus. ZBA Member LaVanway stated that a neighbor cannot be forced to purchase a lot, and Ms. DeLaRosa stated that they could be asked if they wanted to purchase a lot. Acting Chairperson Constantino stated that if a builder purchased a 50-foot wide lot, they would have to request a variation during the permitting process to build on that lot. Mr. Witt added that the code states that once there are two contiguous lots, the code considers them to be jointly thereafter. He added that from a zoning perspective, as soon as there is common ownership of two adjacent properties, they are considered as one lot. He stated that where the Village stands with regard to demolition is that with one lot that has two principal structures and does not meet the zoning code, one of the two principal structures would need to be demolished. He added that the garage can remain. ZBA Member Micheli asked if it is a requirement that one of the structures be removed at this point, and Mr. Witt replied yes. He added that if the two lots are considered separate, then the house and the garage could be allowed to stay. Mr. Witt added that the way the code reads, if one has two adjacent lots in common ownership which we have in this instance at the moment of sale, they are considered joint. Mr. Witt stated that there are many nonconformities in town and the zoning code plans to create conformity over time which will allow homeowners to make changes to their properties without zoning variations. (At the request of the ZBA, the Recording Secretary retrieved and distributed the minutes from the March 24, 2009 and June 10, 2014 Zoning Board of Appeals meetings that had public hearings similar to the current petitioners' request). Ms. DeLaRosa and ZBA Member Micheli responded to ZBA Member

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Whalls that 151 N. Main Street has a fence and 795 Hill has a structure and 799 Hill does not. ZBA Member Micheli stated that similar types of requests have been granted to others in the past with lots less than 66 feet in width. Mr. McGuire stated they were caught unaware by this situation.

Persons in Favor of or in Opposition to the Request

Eleanor Saliamonas, 626 Newton, Glen Ellyn, Illinois stated that they have lived on their block longer than the petitioners have and that the petitioners have been wonderful neighbors. Ms. Saliamonas stated she was relieved when they purchased the property next door to them because whatever they did would be tasteful and would complement the streetscape. Ms. Saliamonas stated she is interested in preservation and has full confidence that whatever the petitioners do with the lot will enhance their block and quality of life.

John Martin, 325 Hawthorne, Glen Ellyn, Illinois stated he did not sign the petition but wants to reiterate his support. He stated that he is an adjacent property owner to the rear of the two lots discussed at this meeting and that the petitioners are exemplary neighbors. He stated he is at this meeting to offer his support and voice his confusion. He stated there is not anything intuitive about what is triggering this requirement and that the purchase of the property seems to have driven the need to create some kind of conformity. He stated he sees irony there because the idea of the conformity with this part of the code is to lessen density. He stated if one of the other 17 people who were attempting to purchase this property purchased it, the density would be higher. He stated that, at a minimum, the petitioners are delaying that density. Mr. Martin stated that there is a hardship in that the two lots were established well in advance of the code that creates the 66-foot width as the conforming width. He appreciated the petitioners' transparency and stated that their request is reasonable for the Village.

Findings of Fact

ZBA Member LaVanway stated that Margaret DeLaRosa and Joseph McGuire, owners of 608 Newton Avenue, are asking for variations to the following sections of the Zoning Code:

1. Section 10-4-1(H) to allow two contiguous substandard lots under common ownership, which are of such size as to constitute one conforming "zoning lot" to not be considered jointly as being a single parcel, lot or zoning lot to allow one of the two lots to be sold off at a future date.
 2. Section 10-4-1(G) to allow a portion of a "zoning lot" to be sold, causing the remaining portion of the lot to be 16 feet less in width than the required minimum width of 66 feet.
 3. Section 10-4-1(C) to allow an accessory building or structure to be erected on a zoning lot without the presence of a principal building on the same zoning lot to allow the construction of a detached garage on the lot after the demolition of the existing house and garage which are in disrepair.
 4. Any other zoning relief necessary to construct the project as depicted on the plans presented or revised at the public hearing at a public meeting of the Village Board.
- ZBA

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Member LaVanway stated that notice was provided in the Daily Herald on November 23, 2015, a placard was placed on the property and neighbors within 250 feet of the subject property were notified. ZBA Member LaVanway stated that there have been no other permits or zoning requests for this property. ZBA Member LaVanway stated that Building and Zoning Official Steve Witt testified to these facts, submitted a report and answered various questions from the ZBA. In particular, ZBA Member LaVanway stated that Mr. Witt spoke about how the general Zoning Code requires that two nonconforming lots, once they are purchased, shall be one contiguous conforming lot if owned by the same individuals and this lot falls under the same zoning code. ZBA Member LaVanway stated that the Zoning Code was adopted in 1989 and speculated that the original intent was to increase over time the amount of conforming lots in the Village from the number of nonconforming lots that existed.

ZBA Member LaVanway stated that Ms. DeLaRosa, the petitioner, then testified that she and her husband purchased Lot 608 at a sheriff's sale and that 17 other bidders were present at that sale. ZBA Member LaVanway stated that the petitioners stated they did some research at the County prior to the sale and assumed they would be able to use the lot as they saw fit which was to control their environment and prevent lengthy construction projects adjacent to their property. ZBA Member LaVanway stated that they were unaware that they had any zoning issues regarding the subject property. He also stated they said they have circulated a petition regarding the subject project and received 39 signatures in favor with no rejections. ZBA Member LaVanway stated that the petitioners feel that without a variance, they would receive an unfair result because any other would-be purchaser, whether a builder or someone who owns property that is not contiguous, would be able to use the lot for a larger amount of purposes than the petitioners. ZBA Member LaVanway stated that the petitioners explored other options after discovering that they were limited with what they could do and decided to proceed with zoning variation requests. ZBA Member LaVanway stated that the petitioners' desire is to raze both the stand-alone garage and the main property at 608 Newton and to build a new garage, however, they would like to perhaps sell one of the lots in the future. ZBA Member LaVanway stated that the petitioners also highlighted other similar precedent cases on Main Street and Hill Avenue which had been approved by the Village Board. ZBA Member LaVanway stated that two neighbors appeared at this meeting and spoke in favor of the variation requests. Eleanor Salimonias of 626 Newton Avenue said that the proposed use of the lot would be an improvement in the neighborhood. John Martin of 315 Hawthorne stated that the petitioners are exemplary and there is a hardship as any other builder would potentially create more density and the petitioners would at the very least delay the density of the neighborhood.

ZBA Member Micheli moved, seconded by ZBA Member Whalls, to accept the findings of fact. The motion carried unanimously by voice vote.

EXHIBIT "A"

Zoning Board of Appeals

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December 8, 2015

Comments from the Zoning Board of Appeals

ZBA Member Whalls stated that based upon the properties at 151 N. Main Street and 795 Hill Avenue being approved, he felt that the variations being requested should also be approved. ZBA Member Micheli felt that precedence as well as a sense of fairness suggests that the variances should be granted to the petitioners to allow the two contiguous substandard lots to remain separate and distinct entities. He added, however, that he did not see unique circumstances, practical difficulties or particular hardships that suggest they should go further and allow the lot to be used in ways that suggest that it is one common lot. He also stated that the request should be removed from this agenda and the petitioners can return when they are doing something on the lot. He stated that he would like to see the lot as a separate lot. ZBA Member LaVanway stated that the ZBA is being asked to remedy minor changes in the Zoning Code and he feels the over-arching issue is changing the Zoning Code. He also stated that another issue is whether the ZBA is bound by a previous precedent. He stated that regarding the 151 and 155 N. Main Street request, the petitioners received misinformation from the Village and the ZBA then granted their variation requests. ZBA Member Micheli stated that the home at 795 Hill was divided into two nonconforming lots. ZBA Members Micheli and Whalls were not in favor of having a structure on the adjoining lot. Mr. Witt responded to ZBA Member LaVanway that a variation can be restricted to be terminated at a certain point in the future. Acting Chairperson Constantino stated that among the criteria for recommendation of a variation are that the petitioner must show a unique circumstance or a particular hardship, a situation cannot be created by a petitioner and the purpose cannot be solely to increase value if a variance is granted and he stated he had a problem getting over those three issues and would vote against the request as shown on paper.

Due to three ZBA members being absent from this meeting and unable to vote, ZBA Member Micheli moved, seconded by ZBA Member LaVanway, to continue the meeting to January 12, 2016. The motion carried unanimously by voice vote.

PUBLIC HEARING – 525 EMERSON AVENUE

A REQUEST FOR APPROVAL OF VARIATIONS FROM THE GLEN ELLYN ZONING CODE AS FOLLOWS: 1. SECTION 10-4-8(D)9 TO ALLOW THE CONSTRUCTION OF A NEW 2-STORY HOUSE ON A ZONING LOT WITH A DEPTH OF ONE HUNDRED SIX (106) FEET IN LIEU OF THE MINIMUM REQUIRED DEPTH OF ONE HUNDRED TEN (110) FEET. 2. SECTION 10-4-8(D)2 TO ALLOW THE CONSTRUCTION OF A NEW 2-STORY HOUSE WITH A REAR YARD SETBACK OF THIRTY-FIVE FEET TEN INCHES (35'-10") IN LIEU OF THE REQUIRED MINIMUM FORTY (40) FEET. 3. SECTION 10-4-8(E)1 TO ALLOW THE CONSTRUCTION OF A NEW 2-STORY HOUSE WITH A LOT AREA COVERAGE OF 20.49 PERCENT IN LIEU OF THE MAXIMUM PERMITTED RATIO OF 20 PERCENT. 4. ANY OTHER ZONING RELIEF NECESSARY TO CONSTRUCT THE PROJECT AS DEPICTED ON THE PLANS PRESENTED OR REVISED AT THE PUBLIC HEARING OR AT A PUBLIC MEETING OF THE VILLAGE BOARD.

(Katie Baker, owner)

EXHIBIT "B"

DRAFT
ZONING BOARD OF APPEALS
MINUTES
JANUARY 12, 2016

The meeting was called to order by Chairperson Rick Garrity at 7:01 p.m. ZBA Members Gregory Constantino, Larry LaVanway, John Micheli, Chip Miller, Thomas Whalls and student Adam Miller were present. ZBA Member James Bourke was excused. Also present were Trustee Liaison Peter Ladesic, Building and Zoning Official Steve Witt and Recording Secretary Barbara Utterback.

Chairperson Garrity welcomed new member Adam Miller to the ZBA.

ZBA Member Whalls moved, seconded by ZBA Member Micheli, to approve the minutes of the December 8, 2015 Zoning Board of Appeals meeting. The motion carried unanimously by voice vote.

On the agenda was a continuation of a public hearing for the property at 608 Newton Avenue.

PUBLIC HEARING (CONTINUATION) - 608 NEWTON AVENUE

A REQUEST FOR APPROVAL OF VARIATIONS FROM THE GLEN ELLYN ZONING CODE AS FOLLOWS: 1. SECTION 10-4-1(H) TO ALLOW TWO CONTIGUOUS SUBSTANDARD LOTS UNDER COMMON OWNERSHIP, WHICH ARE OF SUCH SIZE AS TO CONSTITUTE ONE CONFORMING "ZONING LOT" TO NOT BE CONSIDERED JOINTLY AS BEING A SINGLE PARCEL, LOT OR ZONING LOT TO ALLOW ONE OF THE TWO LOTS TO BE SOLD OFF AT A FUTURE DATE. 2. SECTION 10-4-1(G) TO ALLOW A PORTION OF A "ZONING LOT" TO BE SOLD, CAUSING THE REMAINING PORTION OF THE LOT TO BE 16 FEET LESS IN WIDTH THAN THE REQUIRED MINIMUM WIDTH OF 66 FEET. 3. SECTION 10-4-1(C) TO ALLOW AN ACCESSORY BUILDING OR STRUCTURE TO BE ERECTED ON A ZONING LOT WITHOUT THE PRESENCE OF A PRINCIPAL BUILDING ON THE SAME ZONING LOT TO ALLOW THE CONSTRUCTION OF A DETACHED GARAGE ON THE LOT AFTER THE DEMOLITION OF THE EXISTING HOUSE AND GARAGE WHICH ARE IN DISREPAIR. 4. ANY OTHER ZONING RELIEF NECESSARY TO CONSTRUCT THE PROJECT AS DEPICTED ON THE PLANS PRESENTED OR REVISED AT THE PUBLIC HEARING OR AT A PUBLIC MEETING OF THE VILLAGE BOARD.

(Margaret DeLaRosa and Joseph McGuire, owners of the properties at 608 and 612 Newton Avenue)

Staff Presentation (continued)

Building and Zoning Official Steve Witt stated that this public hearing is a continuation of a previous meeting held on December 8, 2015 and he displayed a location map and two plats of survey of the properties at 608 and 612 Newton Avenue. He stated that Margaret DeLaRosa and Joseph McGuire, the property owners, are requesting approval of the following zoning

Zoning Board of Appeals

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January 12, 2016

variations: 1. Section 10-4-1(H) to allow two contiguous substandard lots under common ownership, which are of such size as to constitute one conforming "zoning lot" to not be considered jointly as being a single parcel, lot or zoning lot to allow one of the two lots to be sold off at a future date. 2. Section 10-4-1(G) to allow a portion of a "zoning lot" to be sold, causing the remaining portion of the lot to be 16 feet less in width than the required minimum width of 66 feet. 3. Section 10-4-1(C) to allow an accessory building or structure to be erected on a zoning lot without the presence of a principal building on the same zoning lot to allow the construction of a detached garage on the lot after the demolition of the existing house and garage which are in disrepair. 4. Any other zoning relief necessary to construct the project as depicted on the plans presented or revised at the public hearing or at a public meeting of the Village Board. Mr. Witt added that the petitioners appeared before the ZBA last month, however, only four ZBA members were present and it appeared that the vote would not be in their favor at that meeting. Mr. Witt stated that the petitioners then elected to return tonight in the event that more ZBA members would be available for consideration of their case.

Petitioners' Presentation (continued)

Margaret DeLaRosa and Joseph McGuire, 612 Newton Avenue, Glen Ellyn, Illinois spoke on behalf of their requests. Mr. McGuire stated that they purchased the house next door to theirs at a Sheriff's auction and expected the home to be habitable as it was occupied at that time. He stated that initially they had planned for his father-in-law and mother-in-law to live in the home or to rent the home, however, it is not habitable. He added that their neighbor had lived in the home for 15 months without water and with holes in the ceilings and droppings from animals. He stated that a builder who had been working on their home told them that the home needed to be torn down due to the extensive animal damage. He stated they then discovered they could not build a home on the nonconforming lot they purchased next door to their home. Mr. McGuire stated that other builders told them that the value to return the house to being habitable was greater than the value of the house. He stated that they were informed by a contracting company that if they tore down the house, they could not construct a garage on that lot without a house also being built. Mr. McGuire stated that if their goal is to achieve the garage, the best course of action would be to appear before the Zoning Board of Appeals. He stated that a garage will enhance the neighborhood and added that 15 of the 16 houses on their block are nonconforming. Mr. McGuire also stated that he would like to maintain the salability of 608 Newton without a house but with a garage for his use. He added that the garage would be designed with a future house plan in mind. Ms. DeLaRosa added that any other owner of the 608 lot besides them (who live next door) could develop that lot. Mr. DeLaRosa also stated that the reason a lot next door to another lot owned by the same person(s) cannot be built upon is because the Village desires to have larger lots. He added that he does not see the Village's goal to achieve larger lots happening in Glen Ellyn. Mr. DeLaRosa also stated that his neighbor, a former Village Trustee, stated that he was unaware of this portion of the Village Code which is obscure.

Zoning Board of Appeals

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January 12, 2016

Questions to the Petitioners from the Zoning Board of Appeals (continued)

ZBA Member Whalls asked the petitioners if they thought about keeping the house and garage at 608 Newton Avenue to use with their residence at 612 Newton Avenue and Mr. McGuire stated they had thought about keeping and expanding the existing garage. Mr. McGuire clarified that they bought the house next door to them and then realized they couldn't do what they wanted to that house because of the damage that had been done. Ms. DeLaRosa added that they had also talked about turning the house into a garage with a basement but did not know if that would be worth the effort. Ms. DeLaRosa explained for ZBA Member Adam Miller that if the two lots were combined, the size would be 100 feet x 150 feet. She added that the value of that lot, however, only adds approximately \$40,000 of value to their property but the acquisition value is approximately \$190,000. She also stated that they are not asking for anything other than what the 608 Newton lot has been. Mr. McGuire felt that a house on the subject lot makes sense. Mr. McGuire stated that one of the reasons they bought the subject house in the first place is because they would like to control what goes on that property. ZBA Member Micheli stated that, at the previous ZBA meeting, the petitioners stated that the unique circumstances are that it is unusual for the purchase of a free-standing lot to suddenly be combined when a building is demolished and the practical difficulty is having that apply to the petitioners because they don't have the right to do anything with the lot once the building is gone as the property becomes one unit instead of two units. ZBA Member Micheli also stated that the petitioners' neighborhood consists of narrow lots that are fairly even with similar construction and asked if forcing them to expand their lot would be a particular hardship. Ms. DeLaRosa responded that their hardship is the code which gives them less rights as property owners next door than it would for property not next to them. She added that any other bidder at the auction could have developed the property. Mr. McGuire also stated that 13 of the 16 houses on their block are nonconforming on width and their lot would be the largest lot on their block. ZBA Member Micheli asked the petitioners if they have reconsidered the requests regarding a strip part of the land and to build an accessory building. Mr. McGuire responded that their purpose for being at this meeting is for the garage and that the reason the variation requests are pooled is at the recommendation of staff. He added that if they demolish the house, it would be with the goal of having a garage located on that lot and he would be very annoyed if they were unable to do so. Mr. Witt responded to ZBA Member Micheli that the Village Attorney's opinion is that the two parcels of property would be co-joined when the house on the subject property is demolished.

Persons in Favor of or in Opposition to the Request

Patrick Hoffman, 622 Newton Avenue, Glen Ellyn, Illinois stated he has lived in the subject neighborhood for 30 years and that all of the neighbors are 100% supportive of the petitioners' requests. Mr. Hoffman stated that the house on the subject lot has been empty for 15 years and although the exterior of the house was maintained, the interior was not maintained. He stated that the houses on the subject block are 12 feet away from each other and the neighbors

Zoning Board of Appeals

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January 12, 2016

are supportive of that distance. He stated that the subject house is an empty hole in their neighborhood and the neighbor who lived there did not interact with the other neighbors. He stated they would like to see a home built there with neighbors who are part of the community. Mr. Hoffman stated he is worried about the existing house as it is empty, no maintenance has been done to the interior, the heating, plumbing and wiring are old, there is no water and animals live there. He stated the house is not salvageable. He stated that it makes sense for the petitioners to build a garage on that property and that the location of the garage conforms to where a garage should be placed on an expanded lot and conforms to where a garage should be placed on the 608 property for future use.

Rob Renfro, 346 Hawthorne Street, Glen Ellyn, Illinois stated that he is a neighbor of the petitioners and a former Trustee and was unaware of the ordinance spoken about by Mr. McGuire. He stated for the record that he is in support of the McGuires' petition.

Findings of Fact

ZBA Member Constantino stated that this meeting is a continuation from the public hearing held on December 8, 2015. Building and Zoning Official Steve Witt stated that the petitioners sought to continue the meeting from December in order to have more ZBA Members present at the public hearing. ZBA Member Constantino stated that three variations were requested by Margaret DeLaRosa and Joseph McGuire, owners of 608 Newton Avenue. Mr. McGuire described the history of the subject property and stated that the petitioners had acquired the property immediately adjoining their property with the plan to have family live in the structure or to possibly use the site for rental purposes. Mr. McGuire had stated that after the petitioners purchased that property, they discovered it was not habitable and others recommended that the house be demolished as the cost of rehab would exceed the value of the home. ZBA Member Constantino stated that the petitioners have decided that the plan likely will be to demolish the house and construct a new garage for their own use. ZBA Member Constantino stated that the petitioners said that 13 of 15 homes in their neighborhood are nonconforming as most of them have 50-foot widths and less than the minimum required square footage of the area of the lot. ZBA Member Constantino stated that the petitioners learned of the ordinance that requires the combination of the two lots into one zoning lot where there is common ownership and stated there is a question as to when the two-lot combination takes effect—upon ownership or upon demolition of existing improvements. ZBA Member Constantino stated that the petitioners have requested a variation to allow the continued existence of two separate zoning lots to allow for the future sale of nonconforming lots but to presently allow a garage to be constructed without a principal structure for their use. He stated that the petitioners stated that the hardship would be that the existing structure was not habitable and they were not aware of the internal condition of the house until after they acquired it. ZBA Member Constantino stated that Ms. DeLaRosa noted that builders are allowed to acquire 50-foot lots that could be built upon with a variation.

Zoning Board of Appeals

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January 12, 2016

ZBA Member Constantino stated that Patrick Hoffman of 622 Newton Avenue stated that he and all of the neighbors are supportive of the petitioners' plans. ZBA Member Constantino also stated that Rob Renfro of 346 Hawthorne Street stated he was unaware of the existing ordinance regarding one not being allowed to build on a lot purchased next door and he was supportive of the petitioners' requests. ZBA Member LaVanway asked to include that Mr. Patrick Hoffman also stated that the interior of the subject house was dangerous to the neighborhood. ZBA Member Micheli moved, seconded by ZBA member Whalls, to accept the findings of fact. The motion carried unanimously by voice vote.

Comments from the Zoning Board of Appeals

ZBA Member LaVanway stated he understands the plight of the petitioners. He also stated that the Zoning Code is clear in this narrow case and results in a very inequitable result for the petitioners. He asked for clarification regarding the issue of precedence where similar zoning variations had been previously approved by the ZBA, especially regarding 151 N. Main Street. He also stated that he would like to recommend approval of their variations, however, did not want to start routinely invalidating the Zoning Code. Chairperson Garrity responded that the ZBA exists to consider granting variations to the Zoning Code. ZBA Member LaVanway stated there is consistency in the neighborhood with tightly packed homes and an aesthetics and consistency aspect in the neighborhood that would be achieved by building a garage on the lot.

ZBA Member Miller stated that he wanted to help the petitioners but did not have a true practical difficulty for the garage other than they don't have one currently. He added that he felt their situation is unique, however, their request should not be approved.

ZBA Member Constantino stated he could recommend approval of one or the other requests, however, not both. He stated that he could recommend that the Village Board grant a variation to allow the continued existence of two separate zoning lots with or without the current structure remaining. He stated that he could see a variation retaining the two separate zoning lots. He added that he does not see a connect with keeping the two separate lots while allowing a new garage to be built upon the now vacant property for use by the 612 property. He added that if the structures are demolished and the property is used for the petitioners' purposes by building a garage there, it becomes one zoning lot. He added that he can see keeping the two lots separate but cannot see allowing the accessory building for use on 612. He stated he does not see a unique particular hardship being requested. Chairperson Garrity commented that this is only the third request like this in his years of being on the ZBA and the other requests were granted.

ZBA Member Micheli stated that he totally agreed with ZBA Member Constantino's comments. He stated that granting Section 10-4-1(H) of the Zoning Code to allow the two distinct lots to be viewed as two distinct lots and to be sold off in time as two distinct lots is supported as the reason for granting the variation. He added that, however, he does not support the ZBA

EXHIBIT "B"

Zoning Board of Appeals

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viewing the lots as two distinct lots and also viewing the property as one lot for the petitioners' use now. He felt that the petitioners should not be forced to suffer the burden of the two lots being one lot. He stated, however, he did not see a reason for granting them two distinct lots but then stating it was one lot especially for them. ZBA Member Micheli stated he would be open to a variation request for a garage shared by the 608 and 612 properties which is not an uncommon garage. He also felt that Sections 10-4-1(G) and (C) should not be granted.

Trustee Liaison Ladesic added that there were three requests of this type in 2011 and possibly the code could be changed to accommodate this type of request.

ZBA Member Whalls did not feel that the zoning situations were the same with 151 N. Main and 799/795 Hill as the existing request since there are no existing permanent structures on either case. He stated that he is aware of several double lots in town and does not feel they ruin the character of the neighborhood. He responded to Chairperson Garrity that he feels a garage on the subject lot would ruin the character of the neighborhood.

ZBA Member Adam Miller stated he agreed with Section 10-4-1(H) of the Zoning Code and did not think it was fair when purchasing your neighbor's property that the two properties become one large lot. He added that he cannot get over a garage sitting on an empty lot which he felt would not look right. He also stated he cannot picture such a large gap between two houses.

Chairperson Garrity stated he sees no harm in the requested variations. He stated the ZBA has been creative in the past finding practical difficulties or hardships for properties. He stated that usually the ZBA tries to protect neighbors from building too close to properties, however, in this case, the property is being requested to be separated. He stated that the garage would be close to the principal structure as opposed to the other side of the lot so it would not look out of place. Chairperson Garrity responded to ZBA Member Miler that a hardship is that the petitioners currently do not have a garage and they would like to have one that will enhance the value of the neighborhood and the property next door if they ever decide to sell.

ZBA Member Constantino moved, seconded by ZBA Member Micheli, to close the public hearing. The motion carried unanimously by voice vote.

Motion 1 of 3

ZBA Member Miller moved, seconded by ZBA Member Micheli, that the Zoning Board of Appeals recommend approval of Zoning Code Section 10-4-1(H) to allow two contiguous lots under common ownership which are of such size as to constitute one conforming "zoning lot" to not be considered jointly as being a single parcel, lot or zoning lot to allow one of the two lots to be sold off at a future date due to the unique circumstance that the petitioners have less rights than anyone else that would purchase the subject property and the existing house is in dangerous condition.

EXHIBIT "B"

Zoning Board of Appeals

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January 12, 2016

The motion carried with six (6) yes votes and zero (0) no votes as follows: ZBA Members Miller, Micheli, Constantino, LaVanway, Whalls and Chairperson Garrity voted yes.

Motion 2 of 3

ZBA Member Miller moved, seconded by ZBA Member Whalls, that the Zoning Board of Appeals recommend approval of Zoning Code Section 10-4-1(G) to allow a portion of a "zoning lot" to be sold, causing the remaining portion of the lot to be 16 feet less in width than the required minimum width of 66 feet with the stipulation that the two lots will create two 50-foot wide zoning lots and that the practical difficulties are that the petitioners have less rights than anyone else for a property next to theirs and the existing house is in dangerous condition.

The motion carried with six (6) yes votes and zero (0) no votes as follows: ZBA Members Miller, Whalls, Constantino, LaVanway, Micheli, and Chairperson Garrity voted yes.

Motion 3 of 3

ZBA Member Miller moved, seconded by ZBA Member LaVanway, that the Zoning Board of Appeals recommend approval of Zoning Code Section 10-4-1(C) to allow an accessory building or structure to be erected on a zoning lot without the presence of a principal building on the same zoning lot to allow the construction of a detached garage on the lot after the demolition of the existing house and garage which are in disrepair and the circumstances are unique as the property has no garage now on a non-standard lot and the new garage will enhance the subject property and the neighborhood .

The motion did not carry with three (3) yes votes and three (3) no votes as follows: ZBA Members Miller, LaVanway and Chairperson Garrity vote yes; ZBA Members Constantino, Micheli and Whalls voted no.

Mr. McGuire stated that their rear yard does not have a garage because they did not want to tear down a tulip tree that is located where a garage would be. ZBA Member Micheli suggested that the petitioners return with a plan for their property, however, they decided against doing so.

Trustee Report

Trustee Liaison Peter Ladesic stated that highlights from last year include a new police station, the Taylor Avenue underpass, a vehicular/pedestrian overpass/underpass in the Central Business District, the McChesney property development and the Giesche property as well as parcels on Roosevelt Road that are slated for development/redevelopment. He added that real sales tax dollars will be increased with this development.

EXHIBIT "B"

Zoning Board of Appeals

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January 12, 2016

Chairperson Report

Chairperson Garrity stated that ZBA Member Larry LaVanway is moving to Wheaton and thanked him for his service on the ZBA.

Staff Report

Mr. Witt stated that there will be no ZBA meeting in two weeks.

ZBA Member Miller moved, seconded by ZBA Member LaVanway to adjourn the meeting at 8:49 p.m.

Submitted by:

Barbara Utterback
Recording Secretary

Steve Witt
Building and Zoning Official



0.03 mile
1 inch equals 167 feet

Map created on December 4, 2015.
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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.

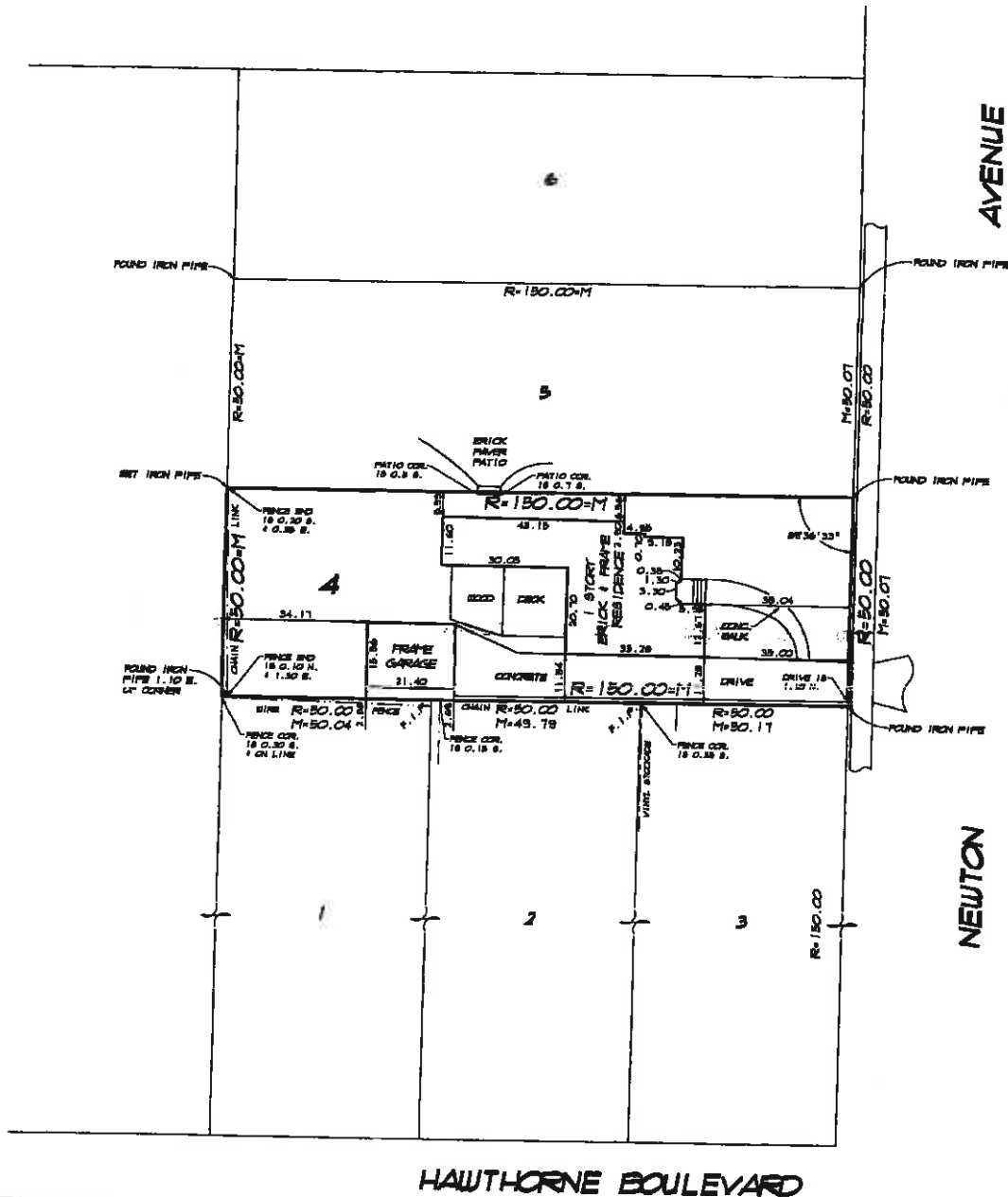
PLAT OF SURVEY

OF LOT 4 IN J.R. SMITH'S SECOND RESUBDIVISION, BEING A SUBDIVISION IN THE EAST HALF OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 26, 1921 AS DOCUMENT 153361, IN DU PAGE COUNTY, ILLINOIS.

This property is known as 608 Newton Avenue, Glen Ellyn, Illinois

Prepared for Joe McGuire

SCALE: 1" = 20 FEET



LEGEND	
F.I.P.	FOUND IRON PIPE
F.T.R.	FOUND IRON ROD
R	RECORDED DISTANCE
M	MEASURED DISTANCE
D	DEED
R.O.W.	RIGHT OF WAY
RAD.	RADIUS
CONC.	CONCRETE
R.H.	RAILROAD
W.V.	WATER VALVE VAULT
SWY.	SEWER
P.V.	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
T.C.	TOP OF CURB
EP	EDGE OF PAVEMENT

HAWTHORNE BOULEVARD

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. 184-003126, 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 16, 2015



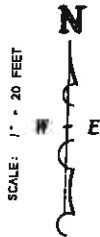
Rich J. Steinbrecher
Richard J. Steinbrecher
Professional Land Surveyor 3583
License expires Nov. 30, 2016

Steinbrecher Land Surveyors, Inc.



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

DD1667:608NXTN

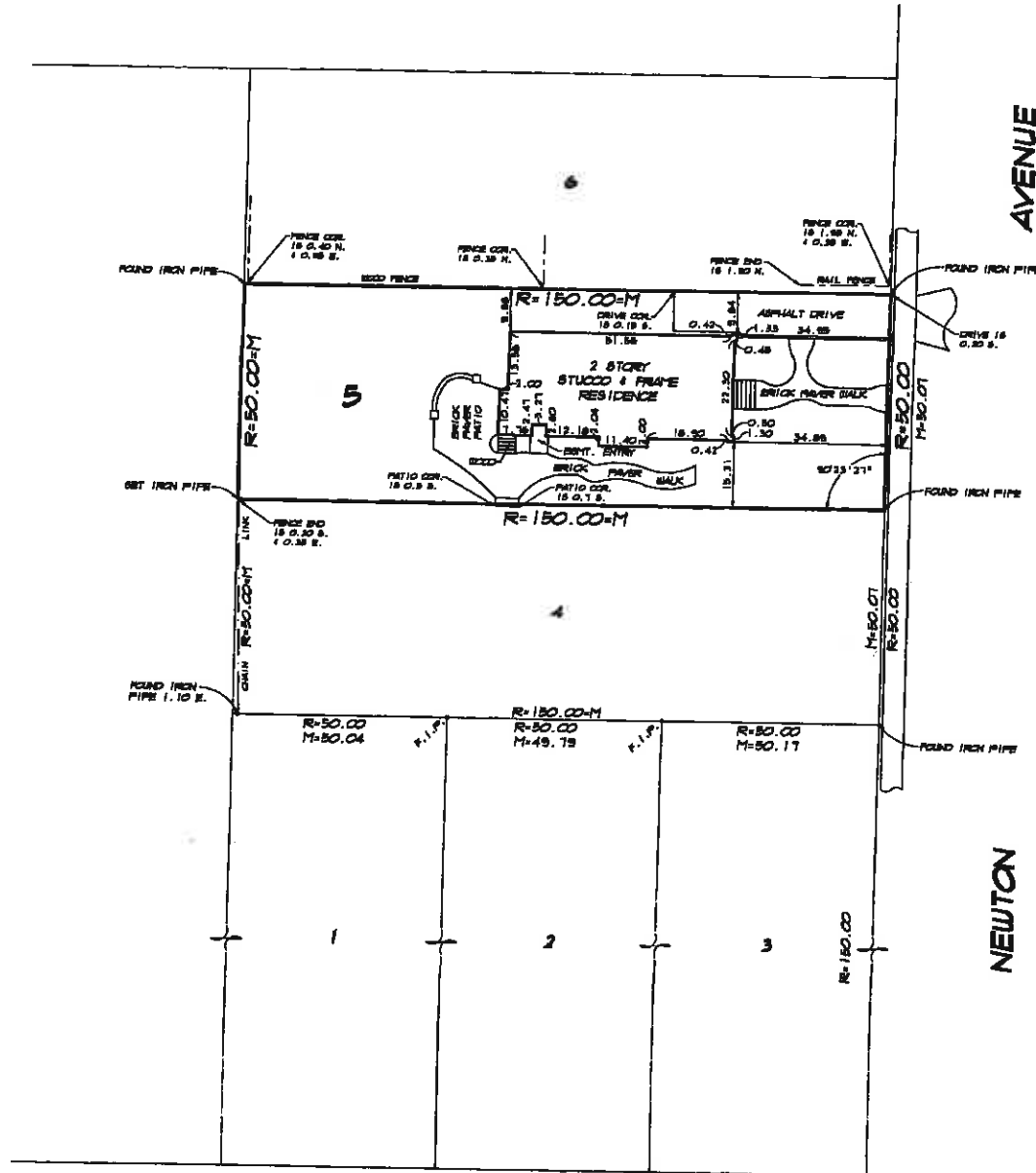


PLAT OF SURVEY

OF LOT 5 IN J.R. SMITH'S SECOND REBUDIVISION, BEING A SUBDIVISION IN THE EAST HALF OF SECTION 10, TOWNSHIP 32 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 26, 1921 AS DOCUMENT 152361, IN DU PAGE COUNTY, ILLINOIS.

This property is known as 612 Newton Avenue, Glen Ellyn, Illinois

Prepared for Joe McGuire



HAWTHORNE BOULEVARD

LEGEND

F.I.P.	= FOUND IRON PIPE
F.I.R.	= FOUND IRON ROD
R	= REQUIRED DISTANCE
M	= MEASURED DISTANCE
S	= USED
R.O.W.	= RIGHT OF WAY
RAD.	= RADIUS
CONC.	= CONCRETE
M.H.	= MANHOLE
V.V.	= WATER VALVE VAULT
INV.	= INVERT
P.V.C.	= POLYVINYL CHLORIDE PIPE
RCP	= REINFORCED CONCRETE PIPE
T.C.	= TOP OF CURB
EP	= EDGE OF PAVEMENT

Steinbrecher Land Surveyors, Inc.

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

001687.6; 2N2W11

STATE OF ILLINOIS
COUNTY OF DUPAGE

This is to certify that Steinbrecher Land Surveyors, Inc., Registered Professional Land Surveying Design Firm Corporation No. 184-003126, 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.

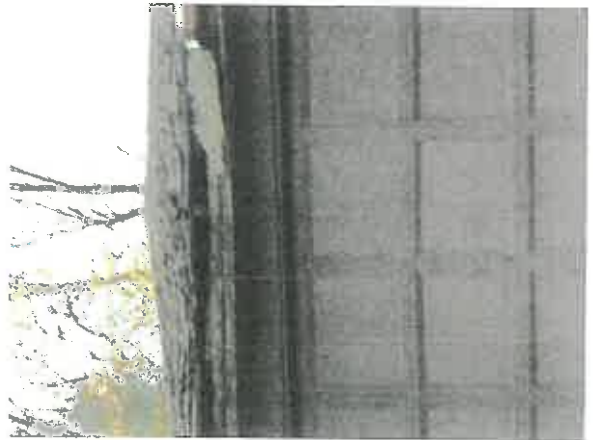
West Chicago, Illinois, March 16, 2015



Richard J. Steinbrecher
Richard J. Steinbrecher
Professional Land Surveyor 3583
License expires Nov. 30, 2016

Examples of 608 Newton - current state

raccoon entry points:



garage disrepair:



Animal damaged ceilings



front room



kitchen



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

Meeting: 02/22/16 07:00 PM
Department: Finance
Department Head: Christina Coyle
Category: Budget
Prepared By: Lori Thomas

SCHEDULED

ORDINANCE (ID # 2112)

DOC ID: 2112

Ordinance No. 6389, An Ordinance Amending the Budget of the Village of Glen Ellyn for the Fiscal Year Ending December 31, 2016 to Provide Funds for Prior Year Projects, Encumbrances and Capital Improvements.

Background

After the start of each fiscal year, the Village board has traditionally approved carrying forward encumbrances from the prior fiscal year budget to the new fiscal year budget to continue projects already in progress.

An encumbrance is a commitment to a future expense/expenditure. Contracts over \$20,000 are reviewed and authorized by the Village Board. Once Village Board approval is obtained, an encumbrance (or purchase order) is created in our financial system to reserve funds to pay for the project through to completion and also to ensure that the funds are not used for other purposes. On rare occasions, encumbrances below \$20,000 are prepared and approved by appropriate levels of management.

During the life of the project, as payments are made, the remaining encumbrance amount is reduced until the project is completed and the encumbrance is closed. By their nature, many of these projects/expenses take considerable time to complete and will often cross the boundaries of our fiscal year cycle. Because we cannot know with certainty the amount of money that will be spent on each of these encumbrances prior to the end of each fiscal year (December 31), we have not attempted to include the amount of remaining encumbrances into the next fiscal year budget (which needs to be approved before December 31). Rather, we amend the budget (in this case the recently adopted Calendar Year 2016 budget which began January 1, 2016) by the amount of encumbrances remaining at the close of the prior fiscal year on December 31, 2015. In previous years, the Village board approved \$4.3 (FY14) and \$2.9M (SY14) in budget amendments.

Subject

A detailed list of the carry-forward encumbrances is included with the ordinance as Attachment A and details out the purpose for each line item. The vast majority of these items are tied to a specific purchase order which have been previously approved by the board. However, there are a few additional items included in this carry-forward amendment. These amendments relate to different funds, and the majority of the encumbrances relate to capital projects in the Capital Projects Fund and Water/Sewer Fund. See below for a break-out of the different funds being effected. Other items are for contractual work that spans two different fiscal years such as tree pruning which typically takes place in the winter months.

In the General Fund, the Police Department budgeted for a PA sound system for \$2,000, but was not installed in 2015. Staff was working through final costing on this item at the end of the year. This item should be carried forward into the new fiscal year.

In the Facilities Maintenance Fund, four projects were budgeted but not completed in the Calendar Year 2015 due to staffing shortages. At the Civic Center, Finance relocation and remodel for \$150,000 and window replacements for \$2,500 were not completed in 2015. At Fire Station #1, roof repairs and 2nd floor patio repairs were budgeted at a cost of \$8,000 and walls/tuck pointing work and interior dry wall repairs from a leak at a cost of \$15,000. At Fire Station #2 walls/tuck pointing repairs at a cost of \$6,120. At the Public Works Reno Center, wash bay replacement radiant heaters were budgeted to be replaced at a cost of \$13,000 and wash bay ceiling repairs at \$6,000. Also, tile floor replacement for the lower level at a cost of \$15,000.

Total carry-forward amendments by fund which are addressed by this amendment are as follows:

Fund	Amount
General	\$325,969.52
Motor Fuel Tax	\$298,708.74
Fire Services	\$94,310.26
Capital Projects	\$1,406,625.12
Facilities Maintenance Reserve	\$247,540.00
Water & Sewer	\$1,418,052.46
Parking	\$138,881.27
Equipment Services	\$316,655.77
Total	\$4,246,743.14

Action Requested

A total of \$4,246,743.14 in encumbrances and planned expenditures is proposed to be added to the Calendar Year 2016 budget via the attached budget amendment ordinance for consideration by the Village Board. A detailed listing of the carry-forward encumbrances is included with the ordinance as Attachment A.

Ordinance No. _____

**An Ordinance Amending the Budget of the Village of Glen Ellyn
for the Fiscal Year Ending December 31, 2016
to Provide Funds for Prior Year Projects, Encumbrances and Capital Improvements**

Whereas, the Board of Trustees of the Village of Glen Ellyn on November 23, 2015 passed the annual budget for the Village of Glen Ellyn for Fiscal Year 2016 (January 1, 2016 - December 31, 2016) containing amounts estimated for payment of CURRENT obligations; and

Whereas, certain expenditures have been identified that were planned for or obligated in the prior year and will be paid out in the current fiscal year; and

Whereas, cash reserves are available to be utilized to satisfy expenses obligated in the prior year;

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

Section One: The budget for the fiscal year ending December 31, 2016, is hereby amended to provide funds for expenditures budgeted or obligated in Fiscal Year 2015 (January 1, 2015 - December 31, 2015), and carried forward in Fiscal Year 2016 (January 1, 2016 – December 31, 2016) as identified in Attachment A.

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

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

_____ day of _____, 2016

Ayes:

Ordinance (ID # 2112)

Meeting of February 22, 2016

Nays:**Absent:**

Approved by the Village President of the Village of Glen Ellyn, Illinois, this_____day
of_____, 2016.

Village President of the Village of
Glen Ellyn, Illinois

Attest:

Village Clerk of the Village of
Glen Ellyn, Illinois

(Published in pamphlet form and posted on the_____day of_____, 2016.)

ATTACHMENTS:

- Open Encumbrances 2015 Carry Over to 2016 (PDF)

ATTACHMENT A

VILLAGE OF GLEN ELLYN

SCHEDULE OF OPEN ENCUMBRANCES TO BE CARRIED FORWARD TO CY 2016 BUDGET

AS OF DECEMBER 31, 2015

Account	Project #	Vendor	PO #	Open PO Amount	Description
121400	521055	MUNICIPAL GIS PARTNERS, INC	20150001	2,617.93	ANNUAL GIS SERVICES IN THE AMOUNT
121400	521055	PRESCIENT DEVELOPMENT, INC.	20150051	40,833.34	ONE-YEAR CONTRACT FOR PROFESSIONAL
126500	520310	NASAW/DOUGLASS & ASSOCIATES,	20150036	13,985.00	FIRST YEAR OF A THREE YEAR CONTRACT
126500	520406	KBJ ENTERTAINMENT LLC	20150050	13,750.00	INTERIOR GRANT OF \$15,000 AND FAÇADE
126500	520406	MARCEL'S CULINARY, INC	20150053	15,000.00	FAÇADE IMPROVEMENT GRANT FOR 496
126500	520406	MARCEL'S CULINARY, INC	20150054	15,000.00	INTERIOR IMPROVEMENT GRANT FOR 49
134200	580110	SAM ASH MUSIC CORP		2,000.00	PA SOUND SYSTEM
143300	521035	SUPERIOR ROAD STRIPING, INC.	20150012	44,432.08	PAVEMENT STRIPING WORK IN THE
143300	521060	KLF ENTERPRISES	20150047	17,485.50	YEAR ONE OF A TWO YEAR CONTRACT
143400	521090	STEVE PIPER & SONS, INC.	20150006	106,023.10	ANNUAL TREE PRUNING SERVICES IN
143400	521100	WEST CENTRAL MUNICIPAL CONFER	20150018	5,363.81	PURCHASE OF PARKWAY TREES AND THE
143400	521103	ARBORWORKS LLC	20150016	49,478.76	YEAR ONE OF A THREE YEAR CONTRACT
General Fund Subtotal:				\$ 325,969.52	

21000	530215	MORTON SALT, INC	20150035	136,679.34	CONTRACT THROUGH DUPAGE COUNTY
21000	580100	13002 ILLINOIS STATE TREASURER	20150024	162,029.40	APPROVE PAYMENTS FOR LOCAL AGENCY

Motor Fuel Tax Fund Subtotal:				\$ 298,708.74	
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24000	570155	ROSENBAUER MINNESOTA, LLC	20150048	94,310.26	TWO 1500 GPM PUMPER FIRE APPARATU
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Fire Services Fund Subtotal:				\$ 94,310.26	
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40000	520990	MONDI CONSTRUCTION, INC.	20150009	8,729.60	2015 SIDEWALK AND CONCRETE STREET
40000	580100	THE LAKOTA GROUP, INC	20130055	1,560.00	APPROVE PROFESSIONAL SERVICES AGREE
40000	580100	LYONS & PINNER ELECTRIC CO, I	20150041	28,186.60	INSTALLATION OF ROUTE 38 STREET
40000	580100	SCHROEDER ASPHALT SERVICES, I	20150046	36,000.00	PARKING LOT AND PRAIRIE PATH PAVING
40000	580100	BUDGET AMENDMENT ROLLOVER		25,000.00	STREETSCAPING/SIGNAGE
40000	580100	14001 REZEK, HENRY, MEISENHEIMER/GEND	20140036	13,121.45	DESIGN ENGINEERING SERVICES FOR T
40000	580100	14001 ENGINEERING RESOURCE ASSOC IN	20140039	4,090.88	ENGINEERING AGREEMENT TO PERFORM
40000	580100	15009 ALFRED BENESCH & COMPANY	20150010	53,921.81	PHASE I ENGINEERING SERVICES FOR
40000	580155	MONDI CONSTRUCTION, INC.	20150009	68,464.37	2015 SIDEWALK AND CONCRETE STREET
40000	580155	14007 JAMES J BENES AND ASSOCIATES,	20150011	20,200.00	CONSTRUCTION ENGINEERING SERVICES
40000	580160	00505 CIVILTECH ENGINEERING, INC.	20110020	5,255.15	CAPITAL PROJECTS-ROADWAY
40000	580160	00506 ILLINOIS STATE TREASURER	20130020	62,296.32	APPROVE PAYMENTS FOR LOCAL AGENCY
40000	580160	13001 ENGINEERING ENTERPRISES, INC	20130015	9,279.55	APPROVE AGREEMENT WITH ENGINEERING
40000	580160	13002 ILLINOIS STATE TREASURER	20150024	510,135.44	APPROVE PAYMENTS FOR LOCAL AGENCY
40000	580160	13002 ILLINOIS STATE TREASURER	20150024	36,614.56	CHANGE ORDER IN THE AMOUNT OF
40000	580160	13002 ESI CONSULTANTS, LTD	20150028	717.00	CONSTRUCTION ENGINEERING SERVICES
40000	580160	13003 REZEK, HENRY, MEISENHEIMER/GEND	20130030	10,989.34	ADDITIONAL FUNDING OF \$87,000.00
40000	580160	13003 CIVILTECH ENGINEERING, INC.	20140072	15.00	CONSTRUCTION ENGINEERING SERVICES
40000	580160	13003 R. W. DUNTEMAN COMPANY	20140076	181,954.67	CONSTRUCTION CONTRACT FOR THE
40000	580160	13005 R. W. DUNTEMAN COMPANY	20140016	111,639.62	2013 STREET IMPROVEMENTS PROJECT
40000	580160	14004 A LAMP CONCRETE CONTRACTORS,	20150017	98,978.94	ROADWAY CONSTRUCTION AND RESURFACE
40000	580160	14004 CHICAGO TESTING LABORATORY, I	20150027	4,693.00	MATERIAL TESTING SERVICES RELATED
40000	580160	14005 HAMPTON, LENZINI AND RENWICK,	20140045	5,927.20	ENGINEERING SERVICES AGREEMENT FOR
40000	580160	14005 SWALLOW CONSTRUCTION CORP.	20150025	108,854.62	GLENWOOD-ARBOR-RIDGEWOOD ROAD IMP

Capital Projects Fund Subtotal:				\$ 1,406,625.12	
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45000	570105	BUDGET AMENDMENT ROLLOVER		150,000.00	CIVIC CENTER SPACE NEEDS-FINANCE DEPT RELO
45000	570105	BUDGET AMENDMENT ROLLOVER		2,500.00	CIVIC CENTER WINDOW REPLACEMENTS
45000	570125	BUDGET AMENDMENT ROLLOVER		8,000.00	FIRE STATION #1 ROOF REPAIRS, 2 FL PATIO
45000	570125	BUDGET AMENDMENT ROLLOVER		15,000.00	FIRE STATION #1 TUCK POINTING & DRYWALL
45000	570125	BUDGET AMENDMENT ROLLOVER		6,120.00	FIRE STATION #2 WALLS/TUCK POINTING
45000	570145	BUDGET AMENDMENT ROLLOVER		15,000.00	PW RENO CENTER TILE FLOOR REPLACEMENT
45000	570145	BUDGET AMENDMENT ROLLOVER		6,000.00	PW WASH BAY-CEILING REPAIRS/REFINISH

ATTACHMENT A

VILLAGE OF GLEN ELLYN

SCHEDULE OF OPEN ENCUMBRANCES TO BE CARRIED FORWARD TO CY 2016 BUDGET

AS OF DECEMBER 31, 2015

Account	Project #	Vendor	PO #	Open PO Amount	Description
45000	570145	BUDGET AMENDMENT ROLLOVER		13,000.00	PW WASH BAY REPLACEMENT RADIANT HEATERS
45000	570160	SCHROEDER ASPHALT SERVICES, I	20150046	16,000.00	PARKING LOT AND PRAIRIE PATH PAVING
45000	570165	PHASE 1 EXCAVATION, INC.	20140102	15,920.00	DEMOLITION SERVICES FOR FOUR VILLAGE

Facilities Maintenance Reserve Fund Subtotal: \$ 247,540.00
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50100	520970	UTILITY SERVICE COMPANY, INC.	20150034	6,013.75	COTTAGE AVENUE WATER TOWER MAINT
50100	521055	AQUA BACKFLOW, INC	20140059	8,689.00	ONE YEAR CONTRACT FOR MANAGEMENT
50100	521055	MUNICIPAL GIS PARTNERS, INC	20150001	2,617.99	ANNUAL GIS SERVICES IN THE AMOUNT
50100	521055	JOHN NERI CONSTRUCTION CO.	20150040	41,315.46	ROOSEVELT ROAD MAIN BREAK REPAIR
50100	521055	WATER SERVICES CO.	20150060	14,490.00	VILLAGE WIDE LEAK SURVEY IN THE
50100	580100	UTILITY SERVICE COMPANY, INC.	20140042	135,260.00	FIRST YEAR OF FIVE YEAR CONTRACT
50100	580100	UTILITY SERVICE COMPANY, INC.	20150033	135,260.00	YEAR TWO OF FIVE YEAR CONTRACT
50100	580100 00505	CIVILTECH ENGINEERING, INC.	20110020	1,000.00	WATER FUND
50100	580100 00511	WALTER DEUCHLER ASSOCIATES IN	20060032	9,682.46	HILL AVENUE WATERMAIN EXTENSION
50100	580100 00511	WALTER DEUCHLER ASSOCIATES IN	20060032	14,755.40	CHANGE ORDER IN THE AMOUNT OF
50100	580100 13001	ENGINEERING ENTERPRISES, INC	20130015	1,201.50	APPROVE AGREEMENT WITH ENGINEERING
50100	580100 13002	ILLINOIS STATE TREASURER	20150024	138,000.00	APPROVE PAYMENTS FOR LOCAL AGENCY
50100	580100 13003	REZEK, HENRY, MEISENHEIMER/GEND	20130030	3,509.23	ADDITIONAL FUNDING OF \$87,000.00
50100	580100 13003	R. W. DUNTEMAN COMPANY	20140076	47,522.09	CONSTRUCTION CONTRACT FOR THE
50100	580100 13005	R. W. DUNTEMAN COMPANY	20140016	28,413.82	2013 STREET IMPROVEMENTS PROJECT
50100	580100 13008	STRAND ASSOCIATES, INC	20130039	1,800.00	APPROVE ENGINEERING SERVICES AGREE
50100	580100 14004	A LAMP CONCRETE CONTRACTORS,	20150017	30,547.70	ROADWAY CONSTRUCTION AND RESURFACE
50100	580100 14005	HAMPTON, LENZINI AND RENWICK,	20140045	2,000.00	ENGINEERING SERVICES AGREEMENT FOR
50100	580110	AUTOMATIC SYSTEMS CO	20150019	132,000.00	INSTALLATION OF WATER DISTRIBUTION
50100	580110	MIDWEST METER, INC	20150058	28,900.00	PURCHASE OF CORRELATING EQUIPMENT
50100	580110	TRAFFIC CONTROL & PROTECTION	20150059	2,087.50	PURCHASE OF WANCO 15 LIGHT WE/CO
50200	521055	MUNICIPAL GIS PARTNERS, INC	20150001	2,617.96	ANNUAL GIS SERVICES IN THE AMOUNT
50200	580100 00505	CIVILTECH ENGINEERING, INC.	20110020	1,000.00	SANITARY SEWER FUND
50200	580100 00511	WALTER DEUCHLER ASSOCIATES IN	20060032	307.76	HILL AVENUE WATERMAIN EXTENSION
50200	580100 00511	WALTER DEUCHLER ASSOCIATES IN	20060032	36,581.84	CHANGE ORDER IN THE AMOUNT OF \$10
50200	580100 13001	ENGINEERING ENTERPRISES, INC	20130015	1,201.50	APPROVE AGREEMENT WITH ENGINEERING
50200	580100 13003	REZEK, HENRY, MEISENHEIMER/GEND	20130030	3,509.23	ADDITIONAL FUNDING OF \$87,000.00
50200	580100 13003	R. W. DUNTEMAN COMPANY	20140076	5,876.70	CONSTRUCTION CONTRACT FOR THE
50200	580100 13005	R. W. DUNTEMAN COMPANY	20140016	36,480.76	2013 STREET IMPROVEMENTS PROJECT
50200	580100 14004	A LAMP CONCRETE CONTRACTORS,	20150017	111,946.43	EROADWAY CONSTRUCTION AND RESURFAC
50200	580100 14005	HAMPTON, LENZINI AND RENWICK,	20140045	1,000.00	ENGINEERING SERVICES AGREEMENT FOR
50200	580100 14005	SWALLOW CONSTRUCTION CORP.	20150025	376.88	GLENWOOD-ARBOR-RIDGEWOOD ROAD IMP
50200	580100 15001	HOERR CONSTRUCTION, INC	20150020	430,000.00	2015 SANITARY SEWER LINING PROJECT
50200	580110	TRAFFIC CONTROL & PROTECTION	20150059	2,087.50	PURCHASE OF WANCO 15 LIGHT WE/CO

Water/Sewer Fund Subtotal: \$ 1,418,052.46

53000	580100	SCHROEDER ASPHALT SERVICES, I	20150046	70,700.00	PARKING LOT AND PRAIRIE PATH PAVING
53000	580100 13006	ENGINEERING RESOURCE ASSOC IN	20130045	68,181.27	APPROVE ENGINEERING SERVICES AGREE

Parking Fund Subtotal: \$ 138,881.27

65000	530300	HERITAGE FS, INC	20150014	134,717.77	FUEL PURCHASE IN AMOUNT NOT TO EX
65000	570155	CURRIE MOTORS FRANKFORT, INC.	20150056	77,420.00	2016 FORD F-550 CAB AND CHASSIS
65000	570155	CASEY EQUIPMENT COMPANY, INC	20150057	104,518.00	PURCHASE OF 2016 JCB 531-70 TELEH

Equipment Services Fund Subtotal: \$ 316,655.77
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Village Total: \$ 4,246,743.14



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

Meeting: 02/22/16 07:00 PM
Department: Public Works
Department Head: Julius Hansen
Category: Agreement
Prepared By: Bob Minix

SCHEDULED

AGENDA ITEM (ID # 2111)

DOC ID: 2111

Motion to approve an engineering agreement with Alfred Benesch & Company, of Chicago, Illinois, for Phase II (detailed design) services for the Taylor Avenue Pedestrian Underpass Project, for a revised total fixed price of \$136,560, to be expensed to the Capital Projects Fund.

In December 2015, a recommendation for retaining Alfred Benesch & Company for Phase II engineering services was presented to the Village Board (see below for the original staff memorandum). The assignment would continue the association with Benesch for the design of a new pedestrian/bicycle tunnel on the east side of Taylor at the existing underpass of the Union Pacific Railroad. The Board expressed concerns about one particular element of the proposed project, namely a proposed connection between the new path and the Illinois Prairie Path on the east side of Taylor. This element would require a number of retaining walls to construct. While the project STP grant would cover 80% of the construction costs, the additional structural engineering effort would add nearly 30% to the design engineering expenses. Village staff was directed to determine whether or not construction of the path connector was an outright requirement of project grant funding. Staff would also reach out to the DuPage County Division of Transportation - the agency in charge of the Prairie Path - to ascertain their willingness to participate financially with the project. Hence no action was taken in December on the item.

Based on follow-up discussions with the project consultant, it was determined that the Prairie Path connection, while desirable, is not an essential element of the project and the grant dollars would not be jeopardized. The project team also engaged DuPage DOT in a discussion regarding possible funding assistance (see the attached letter dated January 11, 2016). The DOT in February 2016, after due deliberation, declined to participate in the project, citing adequate Prairie Path access already was available. As a result of this decision, the Prairie Path connection will be removed from the project scope.

Benesch was requested to revise their proposal and their updated proposal is attached. With the modified project scope, the labor effort can be reduced by 433 hours from the December 2015 proposal and the fee request reduced from \$187,500 to **\$136,600** (with no contingency). Funding for this expense should be taken from the CY-16 Capital Projects Fund, Account No. 40000 - 580100 (Construction Projects). The Project Number for the work is 15009.

Original Memorandum dated December 9, 2015

Background

In March 2015 the Village Board approved a Phase I Engineering Services Agreement with Alfred Benesch and Company of Chicago for preliminary design of a pedestrian-only tunnel adjacent to the existing Taylor Avenue Underpass of the Union Pacific Railroad tracks. Benesch was selected from

a group of 11 consultants responding to a Request for Proposal, based on excellent qualifications and appropriate fees.

The scope of the Benesch assignment included preliminary engineering and preparation of a draft and final Project Development Report. The draft PDR was submitted to the Illinois Department of Transportation within the specified project deadline of June 2015. Phase I work has also involved interactions with the Union Pacific Railroad and DuPage County Division of Transportation for concept approval. Initial response from the agencies has been positive, and the project is ready to move ahead to detailed design as the final Phase I tasks are completed.

Engineering performed in Phase I established the following design parameters and configurations:

- ☐ An 8-ft. wide concrete multi-use path with two-foot shoulders will be constructed on the east side of Taylor between Walnut and Willis (see Project Overview and Shared Use Path exhibits).
- ☐ At the intersection with the Union Pacific Railroad, a 14-ft. diameter steel casing pipe will be bored and jacked into place as the principal tunnel element. A 10-ft. wide path will be constructed inside the casing pipe (see Underpass Typical Section exhibit).
- ☐ The sidewalk within the existing underpass will be removed and Taylor Avenue widened to 13-ft. to improve vehicular movements.
- ☐ A 10-ft. wide connection will be constructed between the new Taylor Avenue shared use path and the Illinois Prairie Path. This element will require the construction of retaining walls which were not previously anticipated.
- ☐ Path installation on Taylor will require relocation of the existing traffic signal equipment.
- ☐ A temporary grading easement is required from the 741 Willis property owner.

The estimated construction cost of the facilities is currently \$2.6 million, about 8% above the initial estimate of \$2.4 million. The original 2014 STP grant for the project would cover 75% of eligible construction costs up to a maximum federal contribution of \$2.2 million; a recent policy change by DuPage Mayors and Managers Conference for projects bidding in 2016 and 2017 will increase the coverage to **80%** with a maximum contribution of **\$2.3 million**.

Staff is pleased with the consultant's performance on the project to date and recommends Benesch be retained to perform Phase II engineering services, consisting primarily of the preparation of plans, specifications and cost estimates leading to bidding. The Phase II engineering should be completed in mid-2016, permitting bidding to occur by the end of 2016 and construction of the project in 2017.

Phase II Proposal

In response to a Village staff request, Benesch provided a detailed proposal for performing Phase II services for the Taylor Pedestrian Underpass project. Their Cost Estimate of Consultant Services is enclosed for reference. Originally estimated to be about \$200,000, the final negotiated Phase II fee is **\$187,500**.

The proposal submitted by Benesch in February 2015 contained both Phase I and Phase II estimated

engineering costs of \$85,000 and \$120,000 respectively. The primary difference between the current Phase II proposed fee and the earlier Phase II estimate is the connection between Taylor and the Prairie Path. While a connection was contemplated during feasibility studies, Benesch did not originally include any provision for the connector path prior to beginning the assignment. Inclusion of the connector path and associated retaining walls will require about an additional \$70,000 in detailed engineering fees, with the bulk of that cost (\$55,000) associated with the structural design of the needed retaining walls. The consultant has been able to incorporate the additional preliminary engineering and soil borings for the Prairie Path connection - at an estimated expense of \$15,000 - into the existing Phase I budget without requesting additional compensation.

Staff feels that the Prairie Path connection to the Pedestrian Underpass is a key project component and consistent with the intent and scope of the original application for project funding.

Recommendation

It is recommended that Alfred Benesch and Company be retained to provide Phase II design services for the Taylor Avenue Pedestrian Underpass Project with a Total Fixed Price contract amount of **\$187,500**. Funding for this expense should be taken from the CY15 Capital Projects Fund.

Schedule

Benesch provided an updated schedule for the execution of Phase II services and bidding / construction of the project. The revised schedule is attached. The initiation of Phase II engineering in early 2016 will permit targeting a September or November 2016 letting and construction of the pedestrian underpass facility starting in early 2017. Items that influence the schedule not under the control of Benesch are UPRR and DuPage County reviews and easement negotiations with the 741 Willis property owner. The Village will contract separately for the appraisal and negotiating services required for procuring the needed temporary easement at 741 Willis, with that assignment likely beginning in March 2016.

ATTACHMENTS:

- Taylor Ave Ped Underpass - Letter to DuPage County - 011116 (PDF)
- Benesch Phase II Revised Proposal - 02122016 (PDF)
- Underpass Exhibits (PDF)



January 11, 2016

Mr. Daniel Thomas, AICP
Principal Planner
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, Illinois 60187

Reference: Village of Glen Ellyn
Taylor Avenue Underpass Multi-Use Path (MUP)
Prairie Path Connection

Village President
Alexander W. Demos

Trustees
Dean Clark
Timothy Elliott
John Kenwood
Pete Ladesic
Tim O'Shea
Mark Senak

Village Manager
Mark Franz

Village Attorney
Gregory Mathews

Civic Center
535 Duane Street
Glen Ellyn, IL 60137

Administration
630-469-5000

Finance
630-547-5235

Planning and Development
630-547-5250

Police
630-469-1187

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

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

www.glenellyn.org
www.villagelinksgolf.com

Dear Mr. Thomas,

As you are aware, the Village of Glen Ellyn has secured STP funding to construct a pedestrian/bicycle multi-use path (MUP) underpass on Taylor Avenue at the Union Pacific/Metra West Line railroad tracks. The proposed tunnel will be situated immediately east of the existing underpass (see attached location map). The facility will improve bicycle and pedestrian connections to the Prairie Path and will require a permit from the County to construct the proposed MUP.

During Phase I engineering, it was observed that there is a worn path from Taylor Avenue east and up the embankment connecting to the Prairie Path. There is an existing paved connection to Taylor Avenue from the Prairie Path on the west side of Taylor at Walnut Street.

As part of Phase I engineering, the Village and its consultant, Alfred Benesch & Company, investigated the feasibility of constructing an east-side connection between the Prairie Path and the proposed MUP as part of the Village's project. This connection would be located between the UPRR/Metra tracks and the Prairie Path (see attached Exhibit). This connection would require several small retaining walls (less than 7 feet tall) to retain the UPRR/Metra embankment and the Prairie Path overpass structure embankment. The Village estimates the cost of path connection construction to be approximately \$250,000 with an additional \$80,000 for engineering expenses. The STP grant will cover 80% (\$200,000) of the construction expenses for the project, resulting in \$130,000 of local agency costs.

The connection would serve both residents and other users of the Prairie Path. The Village is desirous of creating this connection if DuPage County is willing to assist with funding of associated local costs. The Village would like to propose an equal split of the \$130,000 resulting in a County contribution of **\$65,000**.

We look forward to partnering with DuPage County on this project. If you have any questions or comments, please do not hesitate to contact me at your earliest convenience. We want to authorize Phase II design of the project immediately so that a late 2016 or early 2017 bid letting is achieved for 2017 project construction.

Very truly yours,

Robert J. Minix
Professional Engineer

cc: Mark Franz, Village Manager
Mike Magnuson, Alfred Benesch & Company

Local Agency	LOCAL AGENCY	 Illinois Department of Transportation Phase II Engineering Services Agreement For Federal Participation	CONSULTANT	Consultant Alfred Benesch & Company, Inc.
Village of Glen Ellyn				Address 205 N. Michigan Ave.
County DuPage				City Chicago
Section 15-00079-00-BT				State Illinois
Project No. M-4003(526)				Zip Code 60601
Job No. C-91-362-15				Contact Name/Phone/E-mail Address Elizabeth Gallagher, PE, SE 312-565-0450 egallagher@benesch.com
Contact Name/Phone/E-mail Address Mr. Robert Minix, PE 630-547-5514 bobm@glenellyn.org				

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name _____ Route _____ Length _____ Structure No. _____

Termini _____

Description _____

Agreement Provisions

I. THE ENGINEER AGREES,

- To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
- To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
- To complete the services herein described within 8 Months from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
 11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
 12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
 13. Scope of Services to be provided by the ENGINEER:
 - ☐ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - ☐ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - ☐ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - ☐ Design and/or approve cofferdams and superstructure shop drawings.
 - ☐ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - ☐ Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - ☐ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - ☐ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - ☐ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - ☒ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate. Plans, specifications and estimates shall be in accordance with the scope of improvements as identified in the Phase I Project Development Report.
 - ☒ Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, for a lump sum total fixed price (TFP) of \$136,555.60 in accordance with Attachment A. Said price based on the hours and fixed costs provided on Attachment B. Said Attachment A and B attached hereto and made a part hereof.
3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:
☒ Without Retainage
 - a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum o money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.
3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

all be sublet, assigned or transferred to any other party or party without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.

5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
 - c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 - e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
 - f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Alfred Benesch & Company, Inc.	36-2407363	\$136,555.60

Executed by the LA:

(Municipality/Township/County)

ATTEST:

By: _____

Clerk

By: _____

Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: _____

Title: _____

By: _____

Title: _____

ATTACHMENT A

GENERAL TERMS AND CONDITIONS

1. **Governing Law.** It is acknowledged that all Agreements are deemed to be entered into and executed at the ENGINEER's offices in CHICAGO, IL. and are governed by, and construed in accordance with, the laws of the State of Illinois.
2. **Rates.** ENGINEER shall perform the Scope of Work for a total fixed price ("TFP") of \$136,555.60, subject to all other provisions of this Agreement.
3. **Terms of Payment.** ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to ENGINEER's monthly statements.

The TFP shall not be increased except upon the occurrence of a "New Condition" as defined in this section. A "New Condition" exists when one or more the following events occur and, as the result of such event, ENGINEER has demonstrated that the cost and/or period of time necessary to accomplish the Scope of Work are increased:

- a. Construction or reconfiguration of the Site, to the extent that it interferes with the Scope of Work;
- b. Promulgation of new, or change in interpretation of existing, federal, state, or local law, regulation, ordinance or written policy;
- c. Limitation of access to the Site or adjacent properties, changes in access, significant changes in access agreements, access that requires the institution of administrative or legal action, or access that requires unreasonable or unc customary monetary expenditures;
- d. Demands, claims or lawsuits, and the like, that impact the progress of the project or require additional effort not accounted for in the Scope of Work; or
- e. Non-payment or continuous late payment of ENGINEER invoices. Continuous late payment is defined as at least two payments not received for more than 60 days after submittal of associated Payment Requests within a calendar year.
- f. A significant delay in the prosecution of the project that requires the ENGINEER to remain on site or spend time periodically visiting the site to conduct follow up inspections beyond a reasonable time after the original contract completion date.

Upon the discovery or occurrence of any New Condition:

- a. ENGINEER shall notify Client in writing, describing the details of such New Condition; and
- b. ENGINEER shall provide an additional scope of work and associated cost estimate to account for such New Condition ("Out of Scope Work") for Client's approval and authorization. Upon Client approval, ENGINEER shall continue with the original Scope of Work and perform the Out of Scope Work, with the Out of Scope Work performed on a time and materials, unit cost or lump sum basis as ENGINEER and Client shall agree; or
- c. If ENGINEER and Client are unable to agree as provided above as to the value of the Out of Scope Work, ENGINEER, in its sole discretion, may terminate this Agreement. Upon such termination, ENGINEER shall be paid for all incurred and outstanding costs, fees and expenses as of the date of termination and all reasonable demobilization costs and ENGINEER shall have no further obligations under this Agreement.

If CLIENT fails to make any payment due ENGINEER for services and expenses within thirty (30) days after receipt of ENGINEER's statement therefore, the past amounts due ENGINEER will be increased at the rate of 1% per month retroactively from the date of the invoice. ENGINEER may after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. ENGINEER shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

4. **Client's Responsibilities.** CLIENT shall do the following in a timely manner so as not to delay the services of ENGINEER.
 - a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property descriptions, zoning, deed and other land use restrictions; all of which ENGINEER may use and rely upon in performing services under this Agreement.
 - b. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
 - c. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.
5. **Engineer's Responsibilities.** ENGINEER will render engineering services in accordance with generally accepted and currently recognized engineering practices and principles. ENGINEER makes no warranty, either expressed or implied, with respect to its services.

Taylor Avenue Pedestrian Underpass Phase II Design
Village of Glen Ellyn
ATTACHMENT B
Detailed Breakdown of Hours and Direct Costs

1. Civil Engineering Plans				
	Description	No. of Sheets	Hours per Sheet	Total
	Cover Sheet	1	8	8
	General Notes, Structural Notes, standards, index, etc.	2	8	16
	Calculate and develop summary of quantities	6	4	24
	Schedules	2	12	24
	Road and path typical sections	1	12	12
	Plan and Profile Taylor path	1	32	32
	Erosion Control and grading plan	2	17	34
	Pavement marking and signing	1	16	16
	Detour plan	1	16	16
	Cross-section sheets (road and path) 800 ft	4	8	32
Task Sub-Total =				214

2. Structural Engineering Plans				
	Description	No. of Sheets	Hours per Sheet	Total
	General plan and elevation	1	50	50
	Structural notes, quantities and schedules	1	8	8
	Boring logs	1	4	4
	Typical section at tunnel	1	24	24
	tunnel details	1	30	30
	tunnel slab & curb reinforcement details	1	40	40
	North wingwall & portal design and details	2	60	120
	South wingwall & portal design and details	2	60	120
	Temporary shoring at tunnel ends	2	60	120
	handrail details in tunnel	2	16	32
	Railroad protective fence/railing details	1	48	48
	Railroad cross sections	4	8	32
Task Sub-Total =				628

3. Traffic Signal and Lighting Plans				
	Description	No. of Sheets	Hours per Sheet	Total
	Traffic Signal summary of quantities (includes calculations)	1	16	16
	Traffic Signal installation plan	1	16	16
	Traffic signal cable plan	1	16	16
	Underpass Lighting Calculations			8
	Underpass Lighting notes, legends	1	16	16
	Underpass Lighting plan	1	20	20
	Lighting details	1	20	20
Task Sub-Total =				112

4. Specifications and Estimates			
	Specifications		40
	Estimates (pre-final, final)		32
Task Sub-Total =			72

5. Coordination and Permitting			
	Electrical service coordination (field and office)		8
	Utility submittals and coordination		16
	UPRR coordination and permitting		40
	Client meetings		8
Task Sub-Total =			72

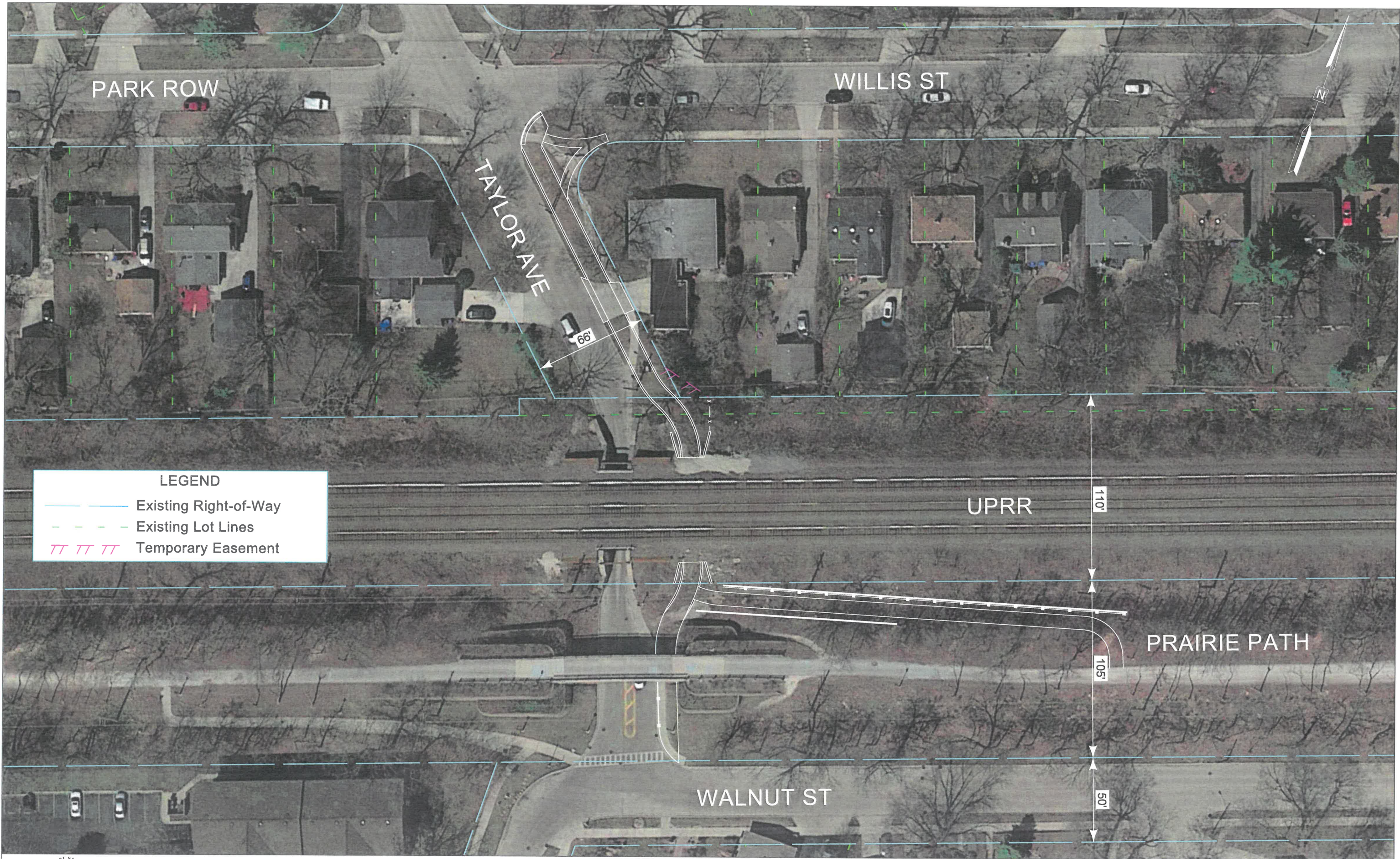
6. IDOT Submittal and Bidding Process			
	Pre-final submittal process & coordination		12
	Final submittal process & coordination		12
Task Sub-Total =			24

7. QA/QC (3% hours)			
	QA/QC		34
Task Sub-Total =			34

Total Hours = 1,156.00

Direct Costs

Vehicle Usage 8 trips @ \$32.50/ trip)	\$260.00
Duplication for Submittals (30 plan sets @ \$5/set)	\$150.00
Overnight delivery/courier	\$200.00
Total Direct Costs	\$610.00



Alfred Benesch & Company
205 North Michigan Avenue, Suite 2400
Chicago, Illinois 60601
312-565-0450 Job No. 10507

Taylor Avenue Pedestrian Underpass

PROPOSED PROJECT OVERVIEW

PROP. CURVE TP-1
PI STA. = 100+73.95
 $\Delta = 35^\circ 16' 58''$ (RT)
D = 121' 54' 21"
R = 47.00'
T = 14.95'
L = 28.94'
E = 2.32'
e = -----
T.R. = -----
S.E. RUN = -----
P.C. STA = 100+59.00
P.T. STA = 100+87.94

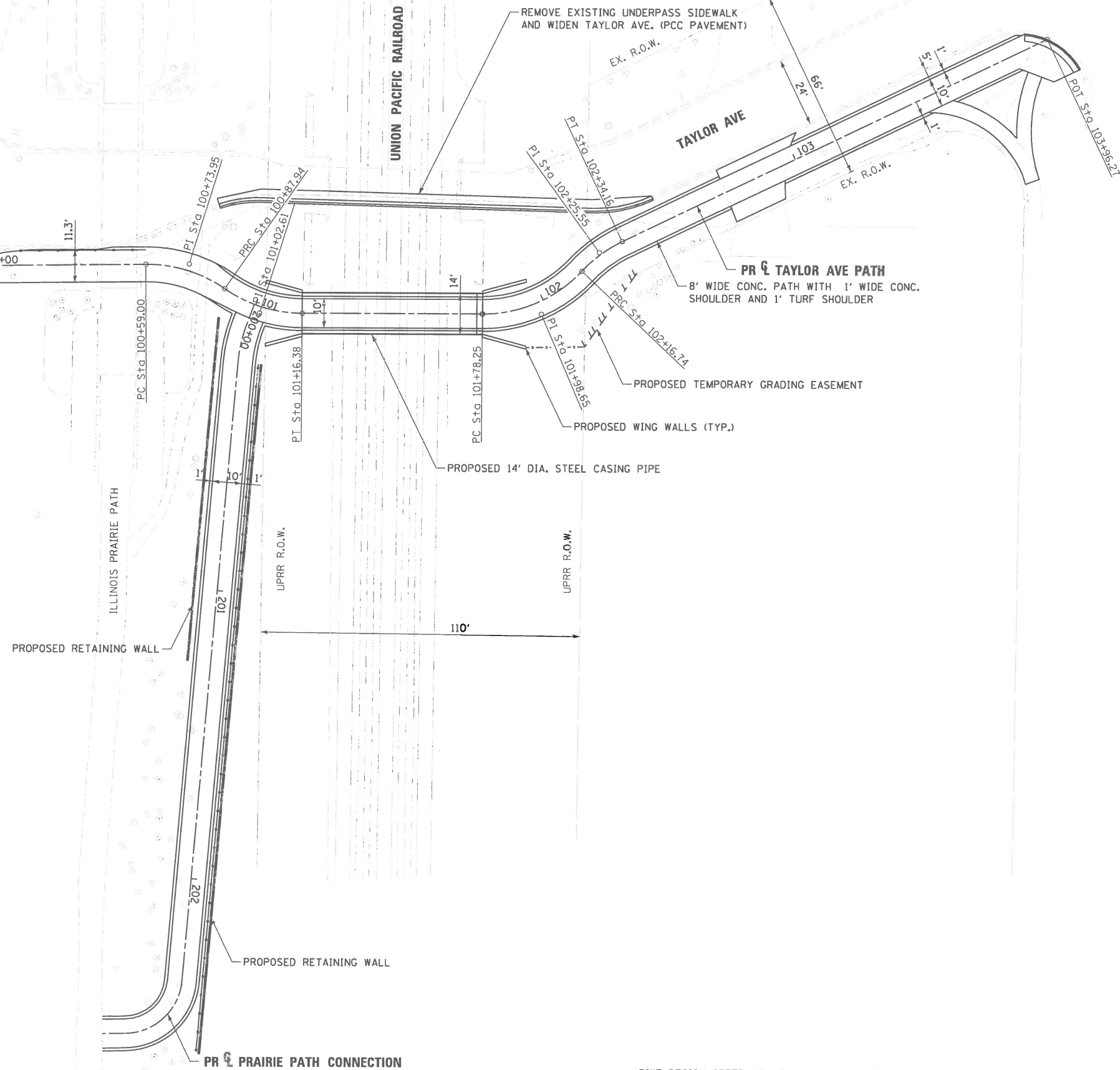
PROP. CURVE TP-2
PI STA. = 101+02.61
 $\Delta = 34^\circ 40' 14''$ (LT)
D = 121' 54' 21"
R = 47.00'
T = 14.67'
L = 28.44'
E = 2.24'
e = -----
T.R. = -----
S.E. RUN = -----
P.C. STA = 100+87.94
P.T. STA = 101+16.38

PROP. CURVE TP-3
PI STA. = 101+98.65
 $\Delta = 46^\circ 55' 00''$ (LT)
D = 121' 54' 21"
R = 47.00'
T = 20.40'
L = 38.49'
E = 4.23'
e = -----
T.R. = -----
S.E. RUN = -----
P.C. STA = 101+78.25
P.T. STA = 102+16.74

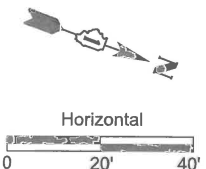
PROP. CURVE TP-4
PI STA. = 102+25.55
 $\Delta = 21^\circ 14' 15''$ (RT)
D = 121' 54' 21"
R = 47.00'
T = 8.81'
L = 17.42'
E = 0.82'
e = -----
T.R. = -----
S.E. RUN = -----
P.C. STA = 102+16.74
P.T. STA = 102+34.16

WALNUT ST

WILLIS ST



BIKE DESIGN SPEED: 16 MPH WITH A 20° LEAN ANGLE



FILE NAME =	USER NAME = \$USER\$	DESIGNED - RJP	REVISED -	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	TAYLOR AVENUE SHARED USE PATH PLAN				F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
\$FILEL\$		DRAWN - RJP	REVISED -										
	PLOT SCALE = \$SCALE\$	CHECKED - MPM	REVISED -										
\$MODELNAME\$	PLOT DATE = \$DATE\$	DATE - 06/12/2015	REVISED -										
					H: 1"=20' V: 1"=2'	SHEET 1	OF 1 SHEETS	STA. 100+00	TO STA. 103+97	CONTRACT NO.			
											ILLINOIS FED. AID PROJECT		

A detailed cross-sectional diagram of a 14-foot diameter tunnel. The tunnel is represented by a large circle with a thick grey border indicating the wall. The interior is divided into a paved roadway and a gravel invert. A cyclist is shown riding a bicycle on the roadway. The roadway has a 1.5% downward slope indicated by an arrow. The gravel invert contains a circular drain pipe. Various dimensions are provided: the total diameter is 14' I.D.; the roadway width is 7'; the gravel invert width is 5' with a 1' offset from the wall; the total height from the invert to the top of the tunnel is 11.0'; the height from the roadway to the top is 8.5'; the roadway height is 5' with a 3' clearance from the cyclist's head (marked with an asterisk); the distance from the wall to the roadway edge is 2'; the invert depth is 6"; and two lighting fixtures are mounted on the upper wall.

SHEET 2 OF 3



Taylor Avenue Pedestrian Underpass

EXHIBIT 3 TYPICAL SECTIONS