



Agenda
Village of Glen Ellyn
Regular Village Board Meeting
Monday, September 26, 2022
6:00 PM
Glen Ellyn Civic Center, Galligan Board Room

Meeting Procedures Statement

Visitors are most welcome to attend all meetings of the Village Board and can find copies of the Agenda at the meeting or online at www.glenellyn.org prior to the meeting. Meetings are taped and also televised on WideOpenWest Channel 6, AT&T Channel 99, and Comcast Cable Services Channel 10. 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. Pledge of Allegiance**
- C. Roll Call**
- D. Motion to Adjourn to closed Executive Session to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body (5 ILCS 120/2 (c) (1), to return to Open Session at approximately 7 pm.**
- E. Audience Participation**

- 1) Open:

Members of the public are welcome to speak to any item not specifically listed on tonight's agenda for up to (3) three minutes. For those items which are on tonight's agenda, the public will have the opportunity to comment at the time the item is discussed. In either case, please complete the Audience Participation form and turn it in to the Village Clerk. It is requested that, if possible, one spokesman for a group be appointed to present the views of the entire group. Speakers who are recognized are requested to step to a microphone and state their name, their topic and the group, if any, they are representing prior to addressing the Village Board.

Individuals wishing to address the Board shall exercise proper decorum and respect for the proceedings and the business of the Village Board, and shall refrain from abusive demeanor and language. The practice of ceding time to other speakers shall be prohibited, except in the discretion of the presiding officer of the meeting.

Public officials are not obligated to respond to questions.

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

- F. Presentation**

- 1) Alliance of Downtown Glen Ellyn Quarterly Presentation (Executive Director Carol White)

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

Motion to approve the following items including Payroll and Vouchers totaling \$2,882,091.37. These agenda items have been reviewed by the Management Team and Village Attorney and are consistent with the Village's purchasing policy. (Trustee Christiansen)

- 1) Total Expenditures (Payroll and Vouchers) - \$2,882,091.37
- 2) Village Board Meeting Minutes September 12, 2022
- 3) Village Board Meeting Minutes October 25, 2021
- 4) Appointment of Adam Kreuzer to the Plan Commission, with a term end date of 7/31/2025
- 5) Approval of President Pro Tem - Trustee Payne (September - December 2022)
- 6) Motion to Approve Special Event "Wine Thing" hosted by Cabernet & Company on Sunday, October 16, 2022 (Rain Date October 23) (Communications Coordinator Paplauskas)
- 7) Motion to waive competitive based on Village Code 1-10-2 (E) as a single source material that is available from only one vendor but are deemed necessary to Village operations bidding and authorize the Village Manager to execute a contract with Corrective Asphalt Materials, LLC, of South Roxana, Illinois, for construction of the 2022 Asphalt Surface Rejuvenation Program in the not to exceed amount of \$60,000.00 to be expensed to the Capital Projects Fund (Public Works Director Buckley).
- 8) Motion to adopt, pursuant to Section 1-10-7 of the Glen Ellyn Village Code, the competitive bidding procedures of the State of Illinois Management Services Group in lieu of the provisions of Chapter 10 on Village Contracts and approve the purchase of three (3) 2023 Ford Police Utility vehicles and one (1) 2023 Ford Explorer Hybrid Utility vehicle from Sutton Ford of Matteson, Illinois, in the amount of \$178,233 to be expensed to the Equipment Services Fund (Public Works Director Buckley)
- 9) Motion to Approve Ordinance No. 6978, An Ordinance Approving a Variation from the Zoning Code to Allow an Addition of a Rear 1-Story Sunroom on a Single-Family Residence Resulting in a Lot Coverage Ratio of 24.07% for the Property Located at 509 Carleton Avenue (Community Development Director Scott)
- 10) Motion to Approve Ordinance No. 6979, An Ordinance Approving Three Construction Necessitated Zoning Variations to Allow Existing Deck Expansion and Trampoline to Remain on the Property Located at 645 Forest Avenue (Community Development Director Scott)
- 11) Motion to Approve Ordinance No. 6980, An Ordinance Approving Variations to Allow Construction of a Two-Story Sunroom Addition on the Property Located at 103 Grove Avenue (Community Development Director Scott)
- 12) Authorize the Village Manager to execute a 1-year contract with B&B Holiday Decorating LLC of Des Plaines, IL for Seasonal Decorations in a not to exceed

amount of \$88,993 to be expensed to the General Fund (Public Works Director Buckley)

- 13) Approve a Facade Improvement Award in the Amount of \$20,000, a Retail Interior Improvement Award in the Amount of \$12,500, and a Fire Prevention Award in the Amount of \$7,500 to Trans Holding Corp at 507 Pennsylvania Avenue, to be expensed to the Central Business District TIF Fund (Economic Development Coordinator Hannah)
- 14) Motion to Authorize the Village Manager to Execute an Engagement Letter for Audit Services with Lauterbach and Amen, LLP for the Village's Fiscal Year 2022 and 2023 Audits in the Amount of \$82,015, to be Expensed to the General Fund, Central Business District TIF Fund, Roosevelt Road TIF Fund, and Police Pension Fund (Finance Director Noller)

H. Glen Estates Subdivision (Assistant Village Manager Rodman) (Trustee Thompson)

- 1) Ordinance No. 6981, An Ordinance Granting Approval of Preliminary and Final Major Subdivision Plats, Subdivision Code Variations and Zoning Code Variations for a Detached Single-Family Residential Development to be Known as Glen Estates Subdivision and to be Located at 982-994 Hill Avenue (Currently 982-992 Hill Avenue)
- 2) Motion to Open a Public Hearing to Receive Comments on an Amendment to an Annexation Agreement for 982-992 Hill Avenue (Proposed Address 982-994 Hill Avenue)
- 3) Motion to Close a Public Hearing to Receive Comments on an Amendment of Annexation Agreement for 982-992 Hill Avenue (Proposed Address 982-994 Hill Avenue)
- 4) Ordinance No. 6982, An Ordinance Approving a First Amendment to the Annexation and Development Agreement for Glen Estates Subdivision at 982-992 Hill Avenue (Proposed Address 982-994 Hill Avenue)

I. Reminders

- 1) Village Board Special Workshop October 3, 2022
- 2) Village Board Special Workshop October 10, 2022

J. Other Business

K. Adjourn



Glen Ellyn
a downtown
to treasure

Alliance of Downtown Glen Ellyn

2nd Quarter Update

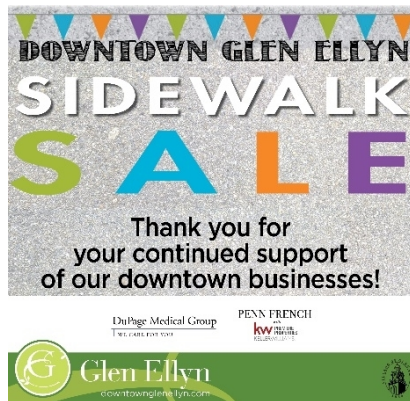
2022 – 2024 Alliance Board

- Barb Lemme, President, Sign of the Whale
- Shannon Burgess, Secretary, The Bookstore of Glen Ellyn
- Liz Mager, Treasurer, Chocolaterie Stam
- Amie Canterella, Alla Moda Boutique
- Sue Johanson, Sweet Shoppe of GE
- Beth Mahoney, M and Em's
- Jill Foucré, Marcel's & Marché
- Kathryn Alcock, Bench492
- Dawn Bussey, Glen Ellyn Public Library
- Jeanne Enright, Downtown Resident
- Janet Avila, String Theory Yarn Company

Executed Events –June through August 2022



WINE THE WALKWAY - BRANDMARK IDEA 1



Highlights

Executed 5 events in 2nd Quarter

June 2022

- Wine the Walkway – 150 attended
80% enjoyed the event
20% first exposure to walkway
100% liked the wines
90% liked the food
90% will use walkway again
- Country Road– 2000+ attended
2 out of 3 restaurants reported sales increase
11-25% and 28%

July 2022

- Jazz Up Glen Ellyn
2 LED screens, 1 stage
35 squares sold = \$3419
Nice mix of square and free seating
15 responses to survey: 4 increased foot traffic, 2 businesses increase in sales 11-25%. 8 would do it again.
– 5/6 businesses reported increase in sales of 1-26% and would participate again.

Highlights

Executed 5 events in 2nd Quarter

July 2022

- Sidewalk Sale

81% of businesses saw an increase in sales

50-100% - 1

26-50% - 1

11-25% - 3

1 -10% - 4

General input was the better the merchandise put out there the better the sales

Concern over what to do next year with street closed (can't manage inventory in remote location)

I

August 2022

- Festival of the Arts

11 businesses responded to survey

1 increased both foot traffic and sales both days. Saturday 11-25% increase in sales, 1-10% Sunday. Trolley was full entire day.

Up Next!

New Date!
Friday, October 28th



November 15



December 3



Ideas to help 2023 Streetscape

- Maybe the Warhol mural can be on the north side so people have a reason to walk through
- Village financially supporting the incremental effort/needs of the businesses such as...
- Pay for a local delivery van M-F. All the stores can load it up at 10am and the van can deliver the goods to houses in a designated area. We would offer this service to people for free.
- Hire a professional videographer to create 3-minute videos for each of the businesses. Something to use on social media not only next year but for several years going forward.
- Pay for weekly window washing. Same company already does most. (\$375/week)
- Shuttle from the southside parking garage to the northside. Just one stop on each side of the tracks. People don't like to walk.
- Eliminate any events that take place in parking lots - carnival, backyard bbq
- Create designated parking spot for trades during construction so they don't take up customer parking.
- Does anyone commute anymore? Revisit poster advertising at train stations.
- Support for businesses that need to build a website or ad support (money or knowledge) for those that have a website.
- Hire professional to do social media for downtown Glen Ellyn: 5 hours a week. Need content calendar, two posts a day, hashtags, sharing posts created by merchants.



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

Meeting 9/26/2022 6:00 PM
Department: Finance
Department Head: Larry Noller
Category: Vouchers
Prepared By: Patrick Brankin

**AGENDA ITEM (ID
2022-2661)**

DOC ID: 2022-2661

Total Expenditures (Payroll and Vouchers) - \$2,882,091.37

Statement of the Issue:

Analysis:

Budget Impact:

Action Requested:

Attachments:

1. Village Board Recap 2022-09-26

**Approval of Vouchers
For the Village Board Meeting on September 26, 2022**

EXPENDITURES:

Accounts Payable 0922-2	\$	273,038.75
Accounts Payable 0922-3	\$	1,286,930.24
Sub-Total	\$	1,559,968.99

Warrant Total \$ 1,559,968.99

PAYROLL EXPENDITURES

September 9, 2022

September 23, 2022

Total ACH+live checks

Net Employee Payroll Checks

\$ 397,398.11 \$ 406,949.49

Employee & Employer Payroll Deductions:

Net of DD Employee Deductions*	\$	173,491.74	\$	177,322.77
2300-2305 IMRF - Employer contribution	\$	20,388.35	\$	20,933.98
1000-1100 Social Security/Medicare Tax Withheld - Employer portion	\$	32,808.24	\$	32,829.70

Total Payroll

\$ 624,086.44 \$ 638,035.94

\$ 1,262,122.38

GRAND TOTAL \$ 2,822,091.37

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
27 A-LEN RADIATOR & AUTOMOTIVE INC										
62929		09/08/2022		0922-3	250922	850.00	09/16/2022	INV	PD	FD#1E63-RADIATOR REPAIR
CHECK DATE:		09/15/2022								
2021 A-RELIABLE PRINTING										
25594		08/26/2022		0922-2	250836	134.50	09/09/2022	INV	PD	BUSINESS CARDS - COMMUNIT
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12710 AEP ENERGY										
3017258047	0922	09/06/2022		0922-3	250923	44.09	09/16/2022	INV	PD	BRIAR ST/1112 LONDONBERRY
CHECK DATE:		09/15/2022								
28 ALEXANDER EQUIPMENT CO INC										
191464		09/02/2022		0922-2	250837	1,284.70	09/03/2022	INV	PD	BRUSH CUTTER AND CHAINSAW
CHECK DATE:		09/09/2022								
7632 ALTEC INDUSTRIES, INC.										
12089196		09/01/2022		0922-3	250924	653.64	09/16/2022	INV	PD	PW#206-HYDRAULIC RESERVOI
CHECK DATE:		09/15/2022								
12567 AMAZON.COM SALES, INC.										
13LD-CMK3-9LQY		08/26/2022		0922-2	250838	179.99	09/09/2022	INV	PD	LABEL PRINTER HR
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13QX-QT1T-RLKH		08/28/2022		0922-2	250838	24.46	09/09/2022	INV	PD	HEADPHONES FOR FIN
CHECK DATE:		09/09/2022								
13XX-NDKP-9JDH		09/05/2022		0922-3	250925	227.89	09/13/2022	INV	PD	TONER FOR EVIDENCE PRINTE
CHECK DATE:		09/15/2022								
1FY9-77H7-NTNN		09/09/2022		0922-3	250925	216.89	09/13/2022	INV	PD	TONER FOR KURT'S PRINTER
CHECK DATE:		09/15/2022								
1LPQ-MHGK-YW9C		09/07/2022		0922-3	250925	66.45	09/15/2022	INV	PD	HDMI CABLES
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1Q6G-R4YD-M3FW		08/28/2022		0922-2	250838	136.99	09/09/2022	INV	PD	HDMI EXTENDER FOR PD
CHECK DATE:		09/09/2022								
						852.67				
46 AMERICAN WATER WORKS ASSN.										
200075210		09/09/2022		0922-3	250926	192.00	09/16/2022	INV	PD	ISAWWA TRAINING
CHECK DATE:		09/15/2022								
10850 ANGELO GELATO ITALIANO, INC										
178882		09/06/2022		0922-3	250927	161.00	09/06/2022	INV	PD	FOOD - RESALE
CHECK DATE:		09/15/2022								
8480 APPLIED INDUSTRIAL TECHNOLOGIES, INC										
7025103839		09/02/2022		0922-3	250928	396.04	09/16/2022	INV	PD	SHOP SUPPLIES-DRILL BITS

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7025103840		09/02/2022		0922-3	250928	61.14	09/16/2022	INV	PD	SHOP SUPPLIES-LUBE FITTIN
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65 AT&T						457.18				
630Z99013108 0822		08/16/2022		0922-2	250839	63.98	09/09/2022	INV	PD	E911 AUG 2022
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13158 RUTH ANN AVES										
20211514-40		09/01/2022		0922-3	250929	37,427.00	09/15/2022	INV	PD	RESTORE DEP - 305 LORRAIN
CHECK DATE: 09/15/2022										
12963 BANNERVILLE USA										
32848		08/31/2022		0922-2	250840	400.00	09/09/2022	INV	PD	FLOOR GRAPHIC
CHECK DATE: 09/09/2022										
82 BELL FUELS, INC.										
399556		08/17/2022		0922-2	250841	1,225.52	08/29/2022	INV	PD	DIESEL FUEL FOR MAINTENAN
CHECK DATE: 09/09/2022										
399557		08/17/2022		0922-2	250841	2,682.23	08/29/2022	INV	PD	GASOLINE FOR GOLF CARTS &
CHECK DATE: 09/09/2022										
401067		08/31/2022		0922-2	250841	871.79	09/03/2022	INV	PD	DIESEL FUEL FOR MAINTENAN
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401068		08/31/2022		0922-2	250841	2,580.66	09/03/2022	INV	PD	GASOLINE FOR GOLF CARTS &
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12588 BHFX, LLC						7,360.20				
430424		08/30/2022		0922-3	250930	75.00	09/16/2022	INV	PD	ROOM PROJECT MANAGEMENT S
CHECK DATE: 09/15/2022										
12746 BIG TENT EVENTS, INC										
78069		07/19/2022		0922-2	250842	1,283.00	09/02/2022	INV	PD	TENT SERVICE
CHECK DATE: 09/09/2022										
78509		07/28/2022		0922-2	250842	2,088.52	09/02/2022	INV	PD	TENT DAMAGE REPLACEMENT P
CHECK DATE: 09/09/2022										
13144 JESSICA BRADLEY						3,371.52				
1282		08/29/2022		0922-2	250843	228.36	09/09/2022	INV	PD	PARKING PERMIT REFUND
CHECK DATE: 09/09/2022										
9879 BREAKTHRU BEVERAGE ILLINOIS, LLC										
345415938		08/25/2022		0922-2	250844	1,087.16	08/30/2022	INV	PD	BEVERAGE FOR RESALE
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345529793		09/01/2022		0922-2	250844	1,833.87	09/01/2022	INV	PD	BEVERAGE FOR RESALE

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345598853		09/08/2022		0922-3	250931	1,902.97	09/08/2022	INV	PD	BEVERAGE FOR RESALE
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103 BRISTOL HOSE & FITTING						4,824.00				
3494482		08/29/2022		0922-3	250932	107.76	09/16/2022	INV	PD	OPERATING SUPPLIES-OIL PU
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3494733		08/31/2022		0922-3	250932	21.83	09/16/2022	INV	PD	INV-HYD-FITTINGS
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13160 BROADWAY ELECTRIC										
HYD120821		12/08/2021		0922-3	250933	363.12	09/15/2022	INV	PD	HYDRANT METER REFUND 945
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120 CANON SOLUTIONS AMERICA, INC										
147988558		08/29/2022		0922-3	250934	655.00	09/13/2022	INV	PD	TONER FOR INVESTIGATIONS
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29170073		09/11/2022		0922-3	250935	235.52	09/15/2022	INV	PD	PD ADMIN COPIER
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4355 MICHAEL CARLSON										
0034		09/02/2022		0922-2	250845	53.36	09/09/2022	INV	PD	PARKING PERMIT REFUND
CHECK DATE: 09/09/2022										
128 CARQUEST AUTO PARTS										
119711		08/01/2022		0922-2	250846	33.59	09/09/2022	INV	PD	FD#1S61-AIR TANK PROTECTI
CHECK DATE: 09/09/2022										
120081		08/03/2022		0922-2	250846	43.26	09/09/2022	INV	PD	PD#21-005-ACCESSORY DRIVE
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121842		08/12/2022		0922-2	250846	276.28	09/09/2022	INV	PD	PW#241-(2) REAR BRAKE ROT
CHECK DATE: 09/09/2022										
122186		08/15/2022		0922-2	250846	378.27	09/09/2022	INV	PD	PW#241-REAR BRAKE CALIPER
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122768		08/18/2022		0922-2	250846	22.54	09/09/2022	INV	PD	PW#228-BRAKE SWITCH
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123227		08/19/2022		0922-2	250846	10.79	09/09/2022	INV	PD	SHOP SUPPLIES-AIR REGULAT
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123685		08/23/2022		0922-2	250846	42.89	09/09/2022	INV	PD	PW#225-TPMS SENSOR
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123932		08/24/2022		0922-2	250846	119.45	09/09/2022	INV	PD	GWA#616-BATTERY
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124412		08/26/2022		0922-2	250846	-69.89	09/09/2022	CRM	PD	(CREDIT) CORE & NEW DEFEC
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124600		08/29/2022		0922-2	250846	127.38	09/09/2022	INV	PD	INV-BRAKE ROTORS
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124619		08/29/2022		0922-2	250846	8.40	09/09/2022	INV	PD	INV-COOLANT FILTER
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124778		08/30/2022		0922-2	250846	34.79	09/09/2022	INV	PD	FD#1E63-AIR PROTECTION VA
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124783		08/30/2022		0922-2	250846	69.58	09/09/2022	INV	PD	FD#1E63- PROTECTION VALVE
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124790		08/30/2022		0922-2	250846	88.79	09/09/2022	INV	PD	PW#248-TIE ROD END
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124944		08/30/2022		0922-2	250846	10.04	09/09/2022	INV	PD	PD#022-REAR WIPER BLADE
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125186		08/31/2022		0922-3	250936	58.49	09/16/2022	INV	PD	PD#016-FRONT BRAKE PADS
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IC-122245		08/16/2022		0922-2	250846	-126.09	08/16/2022	CRM	PD	(CREDIT) DEFECT CALIPER
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IC-122805		08/18/2022		0922-2	250846	-130.00	09/09/2022	CRM	PD	(CREDIT) CALIPER CORES
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						998.56				
132 CASEY EQUIPMENT COMPANY, INC										
P06519		08/30/2022		0922-2	250847	601.65	09/09/2022	INV	PD	PW#209-HOOD TRIM & CONTRO
CHECK DATE:	09/09/2022									
136 CDS OFFICE SYSTEMS, INC										
INV1478396		08/31/2022		0922-3	250937	1,796.96	09/15/2022	INV	PD	LAPTOP FOR NEW COMDEV STA
CHECK DATE:	09/15/2022									
12268 CHEM-WISE PEST MANAGEMENT										
1077618		08/23/2022		0922-2	250848	125.00	09/02/2022	INV	PD	BEE/WASP NEST REMOVAL, PK
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1077641		08/25/2022		0922-2	250848	50.00	09/02/2022	INV	PD	BEE/WASP NEST, PKWY TREE
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1077782		08/23/2022		0922-2	250848	125.00	09/02/2022	INV	PD	BEE/WASP NEST REMOVAL, PK
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1077791		08/29/2022		0922-2	250848	50.00	09/02/2022	INV	PD	BEE/WASP NEST REMOVAL, PK
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1078017		08/25/2022		0922-2	250848	125.00	09/02/2022	INV	PD	BEE/WASP NEST IN PKWY TRE
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1078903		08/29/2022		0922-2	250848	125.00	09/02/2022	INV	PD	BEE/WASP NEST REMOVAL, PK
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1078905		08/23/2022		0922-2	250848	50.00	09/02/2022	INV	PD	BEE/WASP NEST REMOVAL, PK
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1079817		08/29/2022		0922-2	250848	125.00	09/02/2022	INV	PD	BEE/WASP REMOVAL PARKWAY
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1079949		09/09/2022		0922-3	250938	50.00	09/16/2022	INV	PD	BEE/WASP NEST REMOVAL
CHECK DATE:	09/15/2022									
1079950		09/09/2022		0922-3	250938	50.00	09/16/2022	INV	PD	NEST REMOVAL
CHECK DATE:	09/15/2022									
						875.00				
5431 CHICAGO METROPOLITAN FIRE PREVENTION CO.										
IN00391234		08/31/2022		0922-3	250939	310.00	09/11/2022	INV	PD	FIRE SYSTEM INSPECTION
CHECK DATE:	09/15/2022									

VILLAGE OF GLEN ELLYN

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
6043 CHICAGO PARTS & SOUND LLC										
1-0300065		08/31/2022		0922-2	250849	122.16	09/09/2022	INV	PD	PD#022-REAR SHOCKS
CHECK DATE:	09/09/2022									
1-0300438		09/01/2022		0922-3	250940	76.98	09/16/2022	INV	PD	PW#238-REAR WHEEL SEALS
CHECK DATE:	09/15/2022									
						199.14				
1446 CHICAGOLAND TURF										
INV93764		08/19/2022		0922-2	250850	1,800.00	08/29/2022	INV	PD	1 PALLET OF EXTREME GREEN
CHECK DATE:	09/09/2022									
11597 CIGAR WERKS, INC										
106230		08/25/2022		0922-2	250851	504.41	08/30/2022	INV	PD	PRODUCT FOR RESALE
CHECK DATE:	09/09/2022									
1076 CINTAS CORPORATION NO 2										
4129059523		08/22/2022		0922-2	250852	356.48	09/02/2022	INV	PD	SUPPLIES
CHECK DATE:	09/09/2022									
4129744520		08/29/2022		0922-2	250852	422.47	09/02/2022	INV	PD	SUPPLIES
CHECK DATE:	09/09/2022									
4130351773		09/06/2022		0922-3	250942	611.69	09/11/2022	INV	PD	SUPPLIES
CHECK DATE:	09/15/2022									
5122597193		08/30/2022		0922-3	250941	262.02	08/31/2022	INV	PD	MEDICAL SUPPLIES
CHECK DATE:	09/15/2022									
						1,652.66				
11284 CIVICPLUS, INC										
237476		08/19/2022		0922-2	250853	1,553.91	09/09/2022	INV	PD	MUNICODE ELECTRONIC UPDAT
CHECK DATE:	09/09/2022									
7871 CODE 4 PUBLIC SAFETY EMBLEMS										
C4-1401		07/30/2022		0922-2	250854	1,500.00	08/31/2022	INV	PD	CHALLENGE COINS
CHECK DATE:	09/09/2022									
10952 CONSUMERS PACKING COMPANY										
388119		08/26/2022		0922-2	250855	1,686.74	08/26/2022	INV	PD	FOOD - RESALE
CHECK DATE:	09/09/2022									
388281		09/01/2022		0922-2	250855	1,419.63	09/01/2022	INV	PD	FOOD - RESALE
CHECK DATE:	09/09/2022									
388388		09/06/2022		0922-3	250943	961.33	09/06/2022	INV	PD	FOOD - RESALE
CHECK DATE:	09/15/2022									
388465		09/08/2022		0922-3	250943	1,460.59	09/08/2022	INV	PD	FOOD - RESALE
CHECK DATE:	09/15/2022									
						5,528.29				
3037 COZZINI BROS INC.										
C11651496		08/30/2022		0922-2	250856	32.00	08/30/2022	INV	PD	PROFESSIONAL SERVICES

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 09/09/2022										
C11695218		09/06/2022		0922-3	250944	32.00	09/06/2022	INV	PD	PROFESSIONAL SERVICES
CHECK DATE: 09/15/2022										
197 CRUSH-CRETE INC						64.00				
73175		08/19/2022		0922-3	250945	110.00	09/16/2022	INV	PD	ASPHALT DUMP SIX WHEEL
CHECK DATE: 09/15/2022										
10946 DARIN RYAN										
6068	20220004	08/15/2022		0922-2	250857	21,500.00	08/23/2022	INV	PD	2022 BRUSH REMOVAL CONTRA
CHECK DATE: 09/09/2022										
11887 DACRA ADJUDICATION SYSTEMS LLC										
DT 2022-08-09	20220047	08/30/2022		0922-2	250858	1,750.00	09/07/2022	INV	PD	SOFTWARE LICENSE AGREEMEN
CHECK DATE: 09/09/2022										
204 DAILY HERALD										
225242		08/13/2022		0922-3	250946	207.00	09/09/2022	INV	PD	ESCROW 22.0011
CHECK DATE: 09/15/2022										
216 DELL MARKETING L.P.										
10613245353		09/08/2022		0922-3	250947	48.00	09/15/2022	INV	PD	BEZEL FOR 3080
CHECK DATE: 09/15/2022										
13151 TRACIE DUBOIS & RICHARD JOHNSTON										
20212379		09/07/2022		0922-3	250948	4,284.00	09/15/2022	INV	PD	RESTORE DEP. - 414 RIDGEW
CHECK DATE: 09/15/2022										
249 DUPAGE COUNTY										
40443467		09/01/2022		0922-3	250949	57.00	09/09/2022	INV	PD	RECORDING
CHECK DATE: 09/15/2022										
262 DUPAGE WATER COMMISSION										
DPWC-182		08/31/2022		0922-3	31499	426,246.66	09/02/2022	DIR	PD	WATER COSTS
CHECK DATE: 09/16/2022										
8854 KEITH DUVAL										
9-1-2022		09/01/2022		0922-2	250859	243.00	09/07/2022	INV	PD	3 SHIRTS, 3 PANTS
CHECK DATE: 09/09/2022										
11391 ENCORE ELECTRIC INC										
3852		09/04/2022		0922-3	250950	2,975.00	09/15/2022	INV	PD	BODY CAMERA PROJECT
CHECK DATE: 09/15/2022										

VILLAGE OF GLEN ELLYN

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
283 ENGINEERING RESOURCE ASSOC INC										
W2009800.05	20200027	08/24/2022		0922-2	250860	12,407.73	09/09/2022	INV	PD	ENGINEERING SERVICES
CHECK DATE: 09/09/2022										
291 EUCLID BEVERAGE, LLC										
W-2930185		07/14/2022		0922-2	250861	1,389.85	09/06/2022	INV	PD	BEVERAGE FOR RESALE
CHECK DATE: 09/09/2022										
W-2938639		07/28/2022		0922-2	250861	2,519.10	09/06/2022	INV	PD	BEVERAGE FOR RESALE
CHECK DATE: 09/09/2022										
W-2958475		09/01/2022		0922-2	250861	3,834.75	09/01/2022	INV	PD	BEVERAGE FOR RESALE
CHECK DATE: 09/09/2022										
W-2962116		09/08/2022		0922-3	250951	1,671.20	09/08/2022	INV	PD	BEVERAGE FOR RESALE
CHECK DATE: 09/15/2022										
						9,414.90				
11334 EURO USA MIDWEST LLC										
666910-00		08/26/2022		0922-2	250862	184.80	08/26/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/09/2022										
667040-00		08/27/2022		0922-2	250862	292.50	08/27/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/09/2022										
667753-00		08/31/2022		0922-2	250862	307.62	08/31/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/09/2022										
667916-00		09/01/2022		0922-2	250862	680.89	09/01/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/09/2022										
668070-00		09/02/2022		0922-2	250862	104.50	09/02/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/09/2022										
668649-00		09/06/2022		0922-3	250952	272.18	09/06/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/15/2022										
668965-00		09/08/2022		0922-3	250952	1,134.13	09/08/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/15/2022										
669274-00		09/11/2022		0922-3	250952	326.83	09/11/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/15/2022										
						3,303.45				
11421 FACILITIES MANAGEMENT EXPRESS, LLC										
25157		09/05/2022		0922-3	250953	2,264.09	09/09/2022	INV	PD	ANNUAL SOFTWARE LICENSE
CHECK DATE: 09/15/2022										
12091 FILTER SERVICES INC										
INV309009		08/16/2022		0922-3	250954	607.50	09/09/2022	INV	PD	OPERATING SUPPLIES
CHECK DATE: 09/15/2022										
12695 FILTERSHINE CHICAGO INC.										
12460139		09/08/2022		0922-3	250955	200.00	09/08/2022	INV	PD	PROFESSIONAL SERVICES
CHECK DATE: 09/15/2022										
1726 BRIDGESTONE RETAIL OPERATIONS, LLC										
297266		08/29/2022		0922-2	250863	770.36	09/09/2022	INV	PD	PW#248- 4-TIRES PRICED WR

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 09/09/2022										
297290		08/30/2022		0922-2	250863	-770.36	09/09/2022	CRM	PD	(CREDIT)-PW#248
CHECK DATE: 09/09/2022										
297291		08/30/2022		0922-2	250863	569.88	09/09/2022	INV	PD	PW#248- 4- TIRES
CHECK DATE: 09/09/2022										
297301		08/31/2022		0922-2	250863	60.00	09/09/2022	INV	PD	PW#248- WHEEL ALIGNMENT
CHECK DATE: 09/09/2022										
297506		09/09/2022		0922-3	250956	579.88	09/16/2022	INV	PD	PW#254-(4) TIRES
CHECK DATE: 09/15/2022										
						1,209.76				
13143 KRISTIN FLUITT										
25082		08/30/2022		0922-2	250864	1,680.00	09/09/2022	INV	PD	RETT # 25082 REFUND - 532
CHECK DATE: 09/09/2022										
10787 FOSTER & FOSTER CONSULTING ACTUARIES, INC										
23840		06/06/2022		0922-3	250957	6,753.00	09/09/2022	INV	PD	1/1/2022 PENSION VALUATIO
CHECK DATE: 09/15/2022										
9040 GARB ALTERNATIVE SPORTSWEAR INC										
156261		08/25/2022		0922-2	250865	1,383.61	09/02/2022	INV	PD	FALL JR CAMP PULLOVERS
CHECK DATE: 09/09/2022										
11588 GAS DEPOT INC										
107613	20220005	08/30/2022		0922-2	250866	34,186.55	09/09/2022	INV	PD	FUEL COMMODITIES
CHECK DATE: 09/09/2022										
12708 GLEN ELLYN BREWING COMPANY										
1044		08/31/2022		0922-3	250958	195.00	08/31/2022	INV	PD	BEVERAGE FOR RESALE
CHECK DATE: 09/15/2022										
356 GLEN ELLYN VOLUNTEER FIRE CO.										
4th QTR 2022		09/02/2022		0922-3	31496	191,085.50	09/02/2022	DIR	PD	4TH QUARTER FIRE CONTRIBU
CHECK DATE: 09/02/2022										
5232 LORI GLOUDE										
130086		08/31/2022		0922-2	250867	10.41	09/09/2022	INV	PD	EMPLOYEE REIMBURSEMENT -
CHECK DATE: 09/09/2022										
130087		08/10/2022		0922-2	250867	69.92	09/09/2022	INV	PD	EMPLOYEE REIMBURSEMENT -
CHECK DATE: 09/09/2022										
						80.33				
9692 LOUIS GLUNZ BEER, INC										
548266		08/26/2022		0922-3	250959	171.30	08/31/2022	INV	PD	BEVERAGE FOR RESALE
CHECK DATE: 09/15/2022										
550168		09/01/2022		0922-2	250868	366.35	09/06/2022	INV	PD	BEVERAGE FOR RESALE
CHECK DATE: 09/09/2022										

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
368 GRACE LUTHERAN CHURCH						537.65				
GRACE-130		09/02/2022		0922-2	250869	320.00	09/09/2022	INV	PD	SEPT 2022 PAYMENT
CHECK DATE:	09/09/2022									
929 W.W. GRAINGER INC										
9407682633		08/11/2022		0922-2	250870	166.96	09/09/2022	INV	PD	OPERATING SUPPLIES
CHECK DATE:	09/09/2022									
9412684475		08/16/2022		0922-2	250870	9.42	09/09/2022	INV	PD	OPREATING SUPPLIES
CHECK DATE:	09/09/2022									
370 GRAYBAR ELECTRIC COMPANY INC						176.38				
9328295453		08/18/2022		0922-3	250960	1,356.53	09/16/2022	INV	PD	REPLACEMENT BSG FOR ROOSE
CHECK DATE:	09/15/2022									
13159 ERIN T. GRILEC										
P0011-000605		09/07/2022		0922-3	250961	101.00	09/15/2022	INV	PD	PARKING TICKET OVERPAYMEN
CHECK DATE:	09/15/2022									
5049 GROOT INDUSTRIES INC.										
9351700T107		09/01/2022		0922-3	250962	129,320.46	09/09/2022	INV	PD	JUNE 2022 REFUSE
CHECK DATE:	09/15/2022									
12677 GUARDIAN ALLIANCE TECHNOLOGIES, INC.										
16405		08/31/2022		0922-2	250871	90.00	09/07/2022	INV	PD	MONTHLY SERVICES
CHECK DATE:	09/09/2022									
13116 HAGGERTY FORD										
F81453	20220069	08/02/2022		0922-3	250963	61,992.00	09/15/2022	INV	PD	FORD F-250 CHASSIS
CHECK DATE:	09/15/2022									
12526 JENNIFER & ANTHONY HALAS										
20202739		08/29/2022		0922-3	250964	44,382.00	09/09/2022	INV	PD	RESTORE DEP - 525 BRYANT
CHECK DATE:	09/15/2022									
2081 HAMPTON, LENZINI AND RENWICK, INC.										
000020221097		06/10/2022		0922-3	250965	926.25	09/09/2022	INV	PD	TREE PRESERVATION CONSULT
CHECK DATE:	09/15/2022									
2324 HARRIS MOTOR SPORTS, INC.										
02-318963		07/13/2022		0922-2	250872	503.65	09/02/2022	INV	PD	GOLF CAR REPAIR - JULY 4
CHECK DATE:	09/09/2022									
02-318964		07/13/2022		0922-2	250872	286.26	09/02/2022	INV	PD	CART REPAIR-STORM DAMAGE

VILLAGE OF GLEN ELLYN

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 09/09/2022										
02-318965		07/13/2022		0922-2	250872	323.65	09/02/2022	INV	PD	GOLF CAR REPAIR-STORM DAM
CHECK DATE: 09/09/2022										
02-322750		08/26/2022		0922-3	250966	382.00	09/11/2022	INV	PD	GOLF CAR KEYS
CHECK DATE: 09/15/2022										
02-323217		09/01/2022		0922-3	250966	2,501.66	09/11/2022	INV	PD	GOLF CAR GPS LEASE
CHECK DATE: 09/15/2022										
10282 HEARTLAND BEVERAGE, LLC						3,997.22				
139470		08/10/2022		0922-2	250873	374.00	08/30/2022	INV	PD	BEVERAGE FOR RESALE
CHECK DATE: 09/09/2022										
143030		09/08/2022		0922-3	250967	199.00	09/08/2022	INV	PD	BEVERAGE FOR RESALE
CHECK DATE: 09/15/2022										
73132		09/25/2020		0922-2	250873	403.00	08/30/2022	INV	PD	BEVERAGE FOR RESALE
CHECK DATE: 09/09/2022										
5380 L & R MORAN, INC						976.00				
72169		04/30/2022		0922-3	250968	2,959.00	09/15/2022	INV	PD	BACKGROUND VERIFICATION
CHECK DATE: 09/15/2022										
13140 MIKE HORNBROCK										
129797		08/26/2022		0922-3	250969	1,797.79	08/26/2022	INV	PD	DRAINAGE IMPROVEMENT COST
CHECK DATE: 09/15/2022										
5988 HR SIMPLIFIED										
75968		08/10/2022		0922-2	250874	230.86	08/26/2022	INV	PD	COBRA AND FLEX NOTIFICATI
CHECK DATE: 09/09/2022										
13048 IDENTITY GRAPHICS, LLC										
1141		08/29/2022		0922-2	250875	745.50	09/09/2022	INV	PD	BROCHURES AND DINE CARD P
CHECK DATE: 09/09/2022										
12335 ILLINOIS PHLEBOTOMY SERVICES										
1623		09/01/2022		0922-2	250876	975.00	09/07/2022	INV	PD	PHLEBOTOMY SERVICES
CHECK DATE: 09/09/2022										
444 INTERSTATE BATTERY SYS OF SW CHICAGO										
10076153		08/16/2022		0922-2	250877	52.00	08/29/2022	INV	PD	BATTERY FOR TRIPLEX MOWER
CHECK DATE: 09/09/2022										
11289 INTERSTATE POWER SYSTEMS, INC										
C042061286:01		09/01/2022		0922-3	250970	109.12	09/16/2022	INV	PD	INV-BATTERY
CHECK DATE: 09/15/2022										
11827 J & M DECORATING INC										

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
08-22-050 CHECK DATE: 09/15/2022 5573 J.G. UNIFORMS, INC.		08/30/2022		0922-3	250971	4,125.00	09/15/2022	INV	PD	PROFESSIONAL SERVICES
102774 CHECK DATE: 09/09/2022		08/10/2022		0922-2	250878	278.49	08/30/2022	INV	PD	PEREZ - VEST COVER
102775 CHECK DATE: 09/09/2022		08/10/2022		0922-2	250878	25.00	08/30/2022	INV	PD	HAIRE - SEWING REPAIR
103128 CHECK DATE: 09/09/2022		08/19/2022		0922-2	250878	35.00	08/30/2022	INV	PD	VOLPE-PACYGA REPAIR WORK
						338.49				
1127 JAMES J BENES AND ASSOCIATES, INC.										
1115.080-3 CHECK DATE: 09/15/2022		06/30/2022		0922-3	250972	910.03	09/09/2022	INV	PD	PROFESSIONAL ENGINEERING
1115.086 CHECK DATE: 09/15/2022		07/31/2022		0922-3	250972	471.72	09/09/2022	INV	PD	PROFESSIONAL ENGINEERING
						1,381.75				
612 KONICA MINOLTA BUSINESS SOLUTIONS INC										
480723634 CHECK DATE: 09/09/2022		08/22/2022		0922-2	250879	226.00	09/09/2022	INV	PD	PD RECORDS COPIER
6271 LANDSCAPE CONCEPTS MANAGEMENT, INC.										
23445 CHECK DATE: 09/09/2022	20220035	08/31/2022		0922-2	250880	11,970.00	09/09/2022	INV	PD	FORESTRY WORK
9918 PETER/GRETCHEN LASKA										
20212121 CHECK DATE: 09/15/2022		08/30/2022		0922-3	250973	1,000.00	09/09/2022	INV	PD	RESTORE DEP - 623 SCOTT A
546 LEN'S ACE HARDWARE, INC.										
105194/3 CHECK DATE: 09/09/2022		06/09/2022		0922-2	250881	31.99	09/02/2022	INV	PD	GOLF CAR WASH SUPPLIES
105290/3 CHECK DATE: 09/09/2022		06/15/2022		0922-2	250881	104.71	09/02/2022	INV	PD	CART CLEANING AND OUTING
105356/3 CHECK DATE: 09/09/2022		06/21/2022		0922-2	250881	14.39	09/02/2022	INV	PD	SUPPLIES
106118/3 CHECK DATE: 09/09/2022		08/17/2022		0922-2	250881	21.57	09/02/2022	INV	PD	LAUNDRY SUPPLIES FOR TOWE
106121/3 CHECK DATE: 09/09/2022		08/17/2022		0922-2	250881	8.98	08/29/2022	INV	PD	FURNACE FILTER FOR HALF
106137/3 CHECK DATE: 09/09/2022		08/18/2022		0922-2	250881	26.98	09/02/2022	INV	PD	CART WASH SUPPLIES
106232/3 CHECK DATE: 09/09/2022		08/23/2022		0922-2	250881	40.49	08/29/2022	INV	PD	LOCK HANDLE & WASP SPRAY
106326/3 CHECK DATE: 09/15/2022		08/30/2022		0922-3	250974	5.83	09/16/2022	INV	PD	BOLTS/NUTS/SCREWS

VILLAGE OF GLEN ELLYN

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
106334/3 CHECK DATE: 09/15/2022		08/31/2022		0922-3	250974	17.08	09/09/2022	INV	PD	OPERTING SUPPLIES
106336/3 CHECK DATE: 09/15/2022		08/31/2022		0922-3	250974	1.60	09/16/2022	INV	PD	PD#003-STEERING COLUMN HA
106340/3 CHECK DATE: 09/09/2022		08/31/2022		0922-2	250881	20.25	09/02/2022	INV	PD	C,M,H KEYS FOR SUPERVISOR
106343/3 CHECK DATE: 09/09/2022		08/31/2022		0922-2	250881	3.14	09/03/2022	INV	PD	KEY FOR I.T. CAGE
106350/3 CHECK DATE: 09/15/2022		09/01/2022		0922-3	250974	18.87	09/16/2022	INV	PD	SPRAY PAINT FOR PW BARRIC
106360/3 CHECK DATE: 09/15/2022		09/02/2022		0922-3	250974	39.58	09/16/2022	INV	PD	FLOOR SCRAPER TILE 4'W GO
106374/3 CHECK DATE: 09/15/2022		09/04/2022		0922-3	250974	29.80	09/09/2022	INV	PD	TANGLEWOOD LEAK, PARTS &
106457/3 CHECK DATE: 09/15/2022		09/12/2022		0922-3	250974	18.42	09/16/2022	INV	PD	FD#1E63-ELBOWS
						403.68				
10574 MARQUETTE ASSOCIATES, INC										
2204719 CHECK DATE: 09/09/2022		04/01/2022		0922-2	250882	12,500.00	08/26/2022	INV	PD	CONSULTING SERVICES 1-1-2
584 MCCANN INDUSTRIES, INC.										
P72062 CHECK DATE: 09/15/2022		08/29/2022		0922-3	250975	125.99	09/09/2022	INV	PD	SAFETY BOOTS
590 MEADE ELECTRIC COMPANY, INC.										
701602 CHECK DATE: 09/15/2022		08/23/2022		0922-3	250976	633.69	09/16/2022	INV	PD	TRAFFIC CONTROLLER LAMBER
701861 CHECK DATE: 09/15/2022		09/09/2022		0922-3	250976	179.00	09/16/2022	INV	PD	TRAFFIC SIGNAL LAMBERT &
						812.69				
595 MENARDS, INC.										
95666 CHECK DATE: 09/15/2022		08/16/2022		0922-3	250977	105.92	09/16/2022	INV	PD	4" PVC PIPE USED FOR B-BO
95894 CHECK DATE: 09/15/2022		08/19/2022		0922-3	250977	18.64	09/16/2022	INV	PD	ANTI-SEIZE LUBRICANT & MF
						124.56				
606 MIDWEST GROUNDCOVERS, LLC										
I718978 CHECK DATE: 09/09/2022		08/19/2022		0922-2	250883	205.80	09/03/2022	INV	PD	MINI KNOCK OUT ROSES FOR
12469 MOLON LAVE LLC										
133674 CHECK DATE: 09/09/2022		09/01/2022		0922-2	250884	269.00	09/01/2022	INV	PD	NA BEV.
11480 M.A. MORTENSON COMPANY										

VILLAGE OF GLEN ELLYN

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
18090015-30 CHECK DATE: 09/09/2022	20190011	07/31/2022		0922-2	250885	61,491.00	08/23/2022	INV	PD	CIVIC CENTER PARKING GARA
11761 MOSHE CALAMARO & ASSOCIATES										
2014952 CHECK DATE: 09/15/2022		08/19/2022		0922-3	250978	984.00	09/09/2022	INV	PD	STRUCTURAL PERMIT PLAN RE
2014973 CHECK DATE: 09/15/2022		08/30/2022		0922-3	250978	900.00	09/09/2022	INV	PD	PERMIT PLAN REVIEW
						1,884.00				
8205 MUNICIPAL GIS PARTNERS, INC										
6107 CHECK DATE: 09/15/2022	20220015	08/31/2022		0922-3	250979	8,918.33	09/09/2022	INV	PD	YEAR 2 OF 3 FOR GIS CONSO
625 MUNICIPAL MARKING DIST., INC.										
33698 CHECK DATE: 09/09/2022		08/16/2022		0922-2	250886	1,525.00	09/09/2022	INV	PD	4*5 FLAG WIRE STAFF SH TI
5841 GENUINE PARTS CO-NAPA										
0701-667107 CHECK DATE: 09/09/2022		08/25/2022		0922-2	250887	12.10	08/29/2022	INV	PD	VALVE STEM CAPS
664002 CHECK DATE: 09/09/2022		08/04/2022		0922-2	250887	5.40	09/09/2022	INV	PD	INV-BULBS
664597 CHECK DATE: 09/09/2022		08/08/2022		0922-2	250887	96.07	09/09/2022	INV	PD	PW#206-HYD. OIL
664719 CHECK DATE: 09/09/2022		08/09/2022		0922-2	250887	27.51	09/09/2022	INV	PD	PW#249-BREATHING FILTER
665071 CHECK DATE: 09/09/2022		08/11/2022		0922-2	250887	129.33	09/09/2022	INV	PD	INV-FILTERS
665328 CHECK DATE: 09/09/2022		08/12/2022		0922-2	250887	111.28	09/09/2022	INV	PD	PW#241-(2) SHOCK ABSORBER
665691 CHECK DATE: 09/09/2022		08/15/2022		0922-2	250887	92.04	09/09/2022	INV	PD	PD#001-SPARK PLUGS, & COI
665759 CHECK DATE: 09/09/2022		08/16/2022		0922-2	250887	23.98	09/09/2022	INV	PD	PW#502- PRIMER
665764 CHECK DATE: 09/09/2022		08/16/2022		0922-2	250887	55.64	09/09/2022	INV	PD	PW#241-SHOCK ABSORBER DEF
665877 CHECK DATE: 09/09/2022		08/16/2022		0922-2	250887	-55.64	09/09/2022	CRM	PD	(CREDIT) DEFECT SHOCK
666005 CHECK DATE: 09/09/2022		08/17/2022		0922-2	250887	13.98	09/09/2022	INV	PD	INV-FILTERS
666308 CHECK DATE: 09/09/2022		08/19/2022		0922-2	250887	15.56	09/09/2022	INV	PD	PW#512-BREAK AWAY KIT
666666 CHECK DATE: 09/09/2022		08/22/2022		0922-2	250887	310.08	09/09/2022	INV	PD	PD#009-FRONT BRAKE CALIPE
666980 CHECK DATE: 09/09/2022		08/24/2022		0922-2	250887	43.70	09/09/2022	INV	PD	PW#22-228-SWITCH CRUISE R
667139 CHECK DATE: 09/09/2022		08/25/2022		0922-2	250887	-190.44	09/09/2022	CRM	PD	(CREDIT) NEW RETURN, CORE
667142		08/25/2022		0922-2	250887	-42.72	09/09/2022	CRM	PD	(CREDIT)- NEW RETURN

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 09/09/2022										
667312		08/26/2022		0922-2	250887	121.88	09/09/2022	INV	PD	FAC. MAINT. #519-GENERATO
CHECK DATE: 09/09/2022										
667315		08/26/2022		0922-2	250887	5.86	09/09/2022	INV	PD	PW#290/291-SPARK PLUGS
CHECK DATE: 09/09/2022										
667334		08/26/2022		0922-2	250887	5.64	09/09/2022	INV	PD	PW#261A-SPARK PLUGS
CHECK DATE: 09/09/2022										
667336		08/26/2022		0922-2	250887	16.45	09/09/2022	INV	PD	PW#261A-OIL
CHECK DATE: 09/09/2022										
667577		08/30/2022		0922-2	250887	94.97	09/09/2022	INV	PD	INV-FILTERS & SPARK PLUGS
CHECK DATE: 09/09/2022										
667728		08/30/2022		0922-2	250887	138.10	09/09/2022	INV	PD	INV-BRAKE ROTORS
CHECK DATE: 09/09/2022										
667730		08/30/2022		0922-2	250887	27.51	09/09/2022	INV	PD	INV-BREATHER FILTER
CHECK DATE: 09/09/2022										
667741		08/30/2022		0922-2	250887	18.29	09/09/2022	INV	PD	SHOP SUPPLIES-TIRE LUBE A
CHECK DATE: 09/09/2022										
667747		08/30/2022		0922-2	250887	3.76	09/09/2022	INV	PD	FD#1E63-BULBS
CHECK DATE: 09/09/2022										
488 JOHN NERI CONSTRUCTION CO.					1,080.33					
040722		04/07/2022		0922-3	250980	3,472.17	09/15/2022	INV	PD	616 OAK ST. SANITARY SERV
CHECK DATE: 09/15/2022										
12937 NEWGEN STRATEGIES AND SOLUTIONS, LLC										
14300	20220027	09/02/2022		0922-3	250981	4,900.00	09/16/2022	INV	PD	WATER & SEWER RATE STUDY
CHECK DATE: 09/15/2022										
651 NORTHERN ILLINOIS GAS COMPANY										
05-47-62-1000 9 0922		08/29/2022		0922-3	250982	116.11	09/15/2022	INV	PD	05-47-62-1000 9 0922
CHECK DATE: 09/15/2022										
654 NORTHEAST MULTI-REG. TRAINING										
309018		08/25/2022		0922-2	250888	255.00	08/30/2022	INV	PD	SOLLIS - FTO TRAINING
CHECK DATE: 09/09/2022										
659 NORTHWESTERN UNIV.										
20863		07/28/2022		0922-2	250889	1,100.00	08/30/2022	INV	PD	SUPERVISION OF POLICE PER
CHECK DATE: 09/09/2022										
20864		07/28/2022		0922-2	250889	1,100.00	08/30/2022	INV	PD	SUPERVISION OF POLICE PER
CHECK DATE: 09/09/2022										
20866		07/28/2022		0922-2	250889	1,100.00	08/30/2022	INV	PD	SUPERVISION OF POLICE PER
CHECK DATE: 09/09/2022										
13145 NPL					3,300.00					
70295776		08/08/2022		0922-2	250890	194.07	09/09/2022	INV	PD	HYDRANT METER RENTAL REFU
CHECK DATE: 09/09/2022										

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
738 RAY O'HERRON CO. INC.										
2212420		08/10/2022		0922-2	250891	688.99	08/30/2022	INV	PD	GLEN ELLYN PATCHES - BULK
CHECK DATE:	09/09/2022									
2212942		08/12/2022		0922-2	250891	82.00	08/30/2022	INV	PD	VAVRA - 1 PAIR OF PANTS
CHECK DATE:	09/09/2022									
2213072		08/12/2022		0922-2	250891	67.00	08/30/2022	INV	PD	LOMBARD - 1 PAIR OF PANTS
CHECK DATE:	09/09/2022									
2213073		08/12/2022		0922-2	250891	54.99	08/30/2022	INV	PD	CROSSING GUARD VESTS
CHECK DATE:	09/09/2022									
2216216		08/26/2022		0922-2	250891	134.00	08/30/2022	INV	PD	C. NEMCHOCK - 2 PANTS
CHECK DATE:	09/09/2022									
						1,026.98				
13149 OLD REPUBLIC TITLE										
25115		09/06/2022		0922-3	250983	54.00	09/09/2022	INV	PD	RETT OVERPAYMENT - 54 S.
CHECK DATE:	09/15/2022									
2670 PACE SUBURBAN BUS										
609384		08/23/2022		0922-3	250984	1,675.19	09/15/2022	INV	PD	JUNE 2022 LOCAL SHARE
CHECK DATE:	09/15/2022									
676 PACKKEY WEBB FORD, INC.										
162380		08/31/2022		0922-3	250985	43.73	09/16/2022	INV	PD	PD#022-HOOD RELEASE CABLE
CHECK DATE:	09/15/2022									
162450		09/07/2022		0922-3	250985	121.20	09/16/2022	INV	PD	PW#228-FRONT FLOOR LINERS
CHECK DATE:	09/15/2022									
162480		09/08/2022		0922-3	250985	54.76	09/16/2022	INV	PD	PW#238-PARK BRAKE HARDWAR
CHECK DATE:	09/15/2022									
						219.69				
10823 PEST MANAGEMENT SERVICES, INC										
43212		09/02/2022		0922-3	250986	95.00	09/09/2022	INV	PD	WASP NEST REMOVAL CIVIC C
CHECK DATE:	09/15/2022									
700 THE PITNEY BOWES BANK INC										
1071-0155 0822		08/18/2022		0922-2	250892	21.00	09/09/2022	INV	PD	8000-9090-1071-0155
CHECK DATE:	09/09/2022									
3105651938		08/26/2022		0922-3	250987	453.99	09/15/2022	INV	PD	CC POSTAGE METER LEASE
CHECK DATE:	09/15/2022									
						474.99				
12866 PRESTIGE FLAG										
713404		08/31/2022		0922-2	250893	212.32	09/03/2022	INV	PD	NO CHIPPING SIGNS
CHECK DATE:	09/09/2022									
13146 QC GEOTHERMAL, INC.										

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
70295770		08/24/2022		0922-2	250894	397.34	09/09/2022	INV	PD	HYDRANT METER RENTAL REFU
CHECK DATE: 09/09/2022										
1254 REINDERS, INC.										
4285725-02		08/18/2022		0922-2	250895	262.70	08/29/2022	INV	PD	SWING JOINT ARMS
CHECK DATE: 09/09/2022										
6018411-00		08/16/2022		0922-2	250895	38.50	08/29/2022	INV	PD	THROTTLE CABLE FOR TEE TR
CHECK DATE: 09/09/2022										
6018849-00		08/22/2022		0922-2	250895	715.73	08/29/2022	INV	PD	PARTS FOR FALL AERIFICATI
CHECK DATE: 09/09/2022										
6018849-01		08/23/2022		0922-2	250895	171.75	08/29/2022	INV	PD	PARTS FOR TORO PROCORE 12
CHECK DATE: 09/09/2022										
						1,188.68				
8204 REQUORDIT, INC										
22631-PS		08/31/2022		0922-3	250988	700.00	09/15/2022	INV	PD	ONBASE UPGRADE
CHECK DATE: 09/15/2022										
12014 REVA DEVELOPMENT ACQUISITION LLC										
20212147		08/29/2022		0922-3	250989	10,959.00	09/09/2022	INV	PD	RESTORE DEP - 424 PROSPEC
CHECK DATE: 09/15/2022										
12740 REVELS TURF AND TRACTOR, LLC										
228474		08/16/2022		0922-2	250896	580.33	08/29/2022	INV	PD	FUEL PUMP FOR SMITHCO SPR
CHECK DATE: 09/09/2022										
228600		08/17/2022		0922-2	250897	261.36	08/29/2022	INV	PD	ROLLER BEARINGS FOR JD FA
CHECK DATE: 09/09/2022										
						841.69				
8640 KEVIN RIGGLE										
9-1-2022		08/30/2022		0922-2	250898	20.00	09/07/2022	INV	PD	2 LUNCHES FOR CRITICAL IN
CHECK DATE: 09/09/2022										
13141 ANNIE ROHRDANTZ										
8-16-2022		08/16/2022		0922-2	250899	100.00	08/31/2022	INV	PD	ROHRDANTZ - 2 UNIFORM PAN
CHECK DATE: 09/09/2022										
10315 ROYAL PUBLISHING, INC										
8060631		09/07/2022		0922-3	250990	110.00	09/11/2022	INV	PD	ADVERTISING
CHECK DATE: 09/15/2022										
765 RUSS'S PLUMBING & SEWER INC										
20221268		08/30/2022		0922-3	250991	1,000.00	09/09/2022	INV	PD	RESTORE DEP - 418 TURNER
CHECK DATE: 09/15/2022										
13142 SCARCE										

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
82220221		08/22/2022		0922-2	250900	1,422.00	09/09/2022	INV	PD	2022 RECYCLING EXTRAVAGAN
CHECK DATE: 09/09/2022										
6093 SCHAMBERGER BROTHERS, INC										
0000441575		08/19/2022		0922-3	250992	496.50	08/31/2022	INV	PD	BEVERAGE FOR RESALE
CHECK DATE: 09/15/2022										
0000441686		08/26/2022		0922-2	250901	464.50	08/30/2022	INV	PD	BEVERAGE FOR RESALE
CHECK DATE: 09/09/2022										
0000441873		09/08/2022		0922-3	250992	181.50	09/08/2022	INV	PD	BEVEARAGE FOR RESALE
CHECK DATE: 09/15/2022										
						1,142.50				
5718 JEREMIAH SCHMIDT										
9-1-2022		09/01/2022		0922-2	250902	287.98	09/07/2022	INV	PD	3 PANTS, 5 SHIRTS
CHECK DATE: 09/09/2022										
13155 MARY SCHULTZ										
24781		09/09/2022		0922-3	250993	468.00	09/15/2022	INV	PD	RETT REFUND - 35 N MAIN S
CHECK DATE: 09/15/2022										
12741 SECURITAS ELECTRONIC SECURITY, INC.										
7001060993		08/17/2022		0922-3	250994	508.20	09/15/2022	INV	PD	GEVFC
CHECK DATE: 09/15/2022										
1793 WASTE MANAGEMENT OF ILLINOIS, INC										
0010436-4062-0		08/16/2022		0922-3	250995	1,209.01	09/16/2022	INV	PD	VEHICLE 234 MSW TON ENVIR
CHECK DATE: 09/15/2022										
7743 GREG ALLEN										
129861		09/07/2022		0922-3	250996	105.00	09/11/2022	INV	PD	CLEANING SERVICE
CHECK DATE: 09/15/2022										
9897 SITEONE LANDSCAPE SUPPLY HOLDING, LLC										
122830705-001		08/26/2022		0922-2	250903	310.65	09/09/2022	INV	PD	SEED MIXTURE, SEED STARTE
CHECK DATE: 09/09/2022										
3571 HARRY C SMITH LTD										
5183		07/15/2022		0922-3	250997	8,123.50	09/09/2022	INV	PD	JULY 2022 PROFESSIONAL SE
CHECK DATE: 09/15/2022										
5273		08/22/2022		0922-2	250904	8,272.00	09/09/2022	INV	PD	PROFESSIONAL LEGAL SERVI
CHECK DATE: 09/09/2022										
						16,395.50				
12512 SOUTHEAST LINEN ASSOCIATES, INC.										
1265008		08/25/2022		0922-2	250905	723.04	08/30/2022	INV	PD	LINENS
CHECK DATE: 09/09/2022										

VILLAGE OF GLEN ELLYN

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
1265827		09/01/2022		0922-2	250905	522.92	09/01/2022	INV	PD	LINENS
CHECK DATE: 09/09/2022										
1266650		09/08/2022		0922-3	250998	556.67	09/08/2022	INV	PD	LINENS
CHECK DATE: 09/15/2022										
10181 SOUTHERN GLAZER'S WINE AND SPIRITS, LLC						1,802.63				
4377458		09/01/2022		0922-2	250906	2,427.19	09/01/2022	INV	PD	BEVERAGE FOR RESALE
CHECK DATE: 09/09/2022										
4387279		09/08/2022		0922-3	250999	1,996.98	09/08/2022	INV	PD	BEVERAGE FOR RESALE
CHECK DATE: 09/15/2022										
168 ROGER CLEVELAND GOLF CO, INC						4,424.17				
7107207 SO		08/11/2022		0922-2	250907	241.50	09/02/2022	INV	PD	MERCHANDISE FOR RESALE
CHECK DATE: 09/09/2022										
7115589 SO		08/18/2022		0922-2	250907	127.00	09/02/2022	INV	PD	MERCHANDISE FOR RESALE
CHECK DATE: 09/09/2022										
806 STANDARD EQUIPMENT COMPANY						368.50				
P38498		08/29/2022		0922-3	251000	726.60	09/09/2022	INV	PD	TELEVISIONING CAM REPAIR
CHECK DATE: 09/15/2022										
827 SUBURBAN DRIVE LINE, INC.										
66217		09/01/2022		0922-3	251001	40.00	09/16/2022	INV	PD	PW#205-IDOT SAFETY INSPEC
CHECK DATE: 09/15/2022										
66218		09/01/2022		0922-3	251001	40.00	09/16/2022	INV	PD	PW#512-IDOT SAFETY INSPEC
CHECK DATE: 09/15/2022										
66243		09/06/2022		0922-3	251001	40.00	09/16/2022	INV	PD	PW#227-IDOT SAFETY INSPEC
CHECK DATE: 09/15/2022										
5018 SUBURBAN LABORATORIES, INC.						120.00				
206312		08/31/2022		0922-3	251002	551.46	09/16/2022	INV	PD	COLIFORM TESTING, EPA
CHECK DATE: 09/15/2022										
2937 SUPERIOR ASPHALT MATERIALS, LLC										
20221227		08/19/2022		0922-3	251003	1,216.04	09/16/2022	INV	PD	UPM 3/8
CHECK DATE: 09/15/2022										
835 SUPERIOR BEVERAGE CO.										
487335		08/26/2022		0922-2	250908	669.20	08/30/2022	INV	PD	BEVERAGE FOR RESALE
CHECK DATE: 09/09/2022										
5758 SWAHM										
SWAHM-165		09/01/2022		0922-3	31497	247,754.18	09/02/2022	DIR	PD	SWAHM INSURANCE PAYMENT S

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 09/01/2022										
8733 T-MOBILE USA										
9506066048		08/23/2022		0922-2	250909	75.00	09/07/2022	INV	PD	CELL TOWER INVESITGATIONS
CHECK DATE: 09/09/2022										
12432 TERMOSJ, LLC										
129826	20210047	08/25/2022		0922-2	250910	15,000.00	08/26/2022	INV	PD	INTERIOR IMPROVEMENT AWAR
CHECK DATE: 09/09/2022										
854 TERRACE SUPPLY COMPANY										
01039863		08/31/2022		0922-3	251004	28.83	09/16/2022	INV	PD	OXYGEN& ACETYLENE TANK RE
CHECK DATE: 09/15/2022										
10558 TESTA PRODUCE, INC										
00348171		09/08/2022		0922-3	251005	-83.00	09/08/2022	CRM	PD	FOOD - RESALE
CHECK DATE: 09/15/2022										
05320578		08/26/2022		0922-2	250911	320.55	08/26/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/09/2022										
05321332		08/27/2022		0922-2	250911	775.10	08/27/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/09/2022										
05321851		08/29/2022		0922-2	250911	349.25	08/29/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/09/2022										
05323126		08/31/2022		0922-2	250911	420.40	08/31/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/09/2022										
05323801		09/01/2022		0922-2	250911	299.50	09/01/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/09/2022										
05324681		09/02/2022		0922-2	250911	603.35	09/02/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/09/2022										
05325362		09/03/2022		0922-2	250911	1,081.20	09/03/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/09/2022										
05325462		09/03/2022		0922-2	250911	77.80	09/03/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/09/2022										
05325700		09/06/2022		0922-3	251005	746.45	09/06/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/15/2022										
05327589		09/08/2022		0922-3	251005	271.35	09/08/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/15/2022										
05327707		09/08/2022		0922-3	251005	57.15	09/08/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/15/2022										
05327714		09/08/2022		0922-3	251005	32.80	09/08/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/15/2022										
05328274		09/09/2022		0922-3	251005	407.85	09/09/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/15/2022										
05328622		09/09/2022		0922-3	251005	37.55	09/09/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/15/2022										
05329613		09/10/2022		0922-3	251005	488.40	09/11/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/15/2022										
						5,885.70				
11602 THE THIRD SYNTHESIS, IND D/B/A										

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
856192		09/03/2022		0922-2	250912	56.00	09/03/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/09/2022										
856901		09/09/2022		0922-3	251006	198.80	09/09/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/15/2022										
865 ACUSHNET COMPANY						254.80				
913994228		08/18/2022		0922-2	250913	1,825.43	09/02/2022	INV	PD	MERCHANDISE FOR RESALE
CHECK DATE: 09/09/2022										
913995448		08/18/2022		0922-2	250913	156.65	09/02/2022	INV	PD	MERCHANDISE FOR RESALE
CHECK DATE: 09/09/2022										
914020574		08/23/2022		0922-2	250913	2,283.73	09/02/2022	INV	PD	MERCHANDISE FOR RESALE
CHECK DATE: 09/09/2022										
868 TOTAL FIRE & SAFETY						4,265.81				
C519934		08/10/2022		0922-2	250914	856.05	08/29/2022	INV	PD	KITCHEN ANSUL SERVICE FOR
CHECK DATE: 09/09/2022										
872 TRAFFIC CONTROL & PROTECTION INC										
112520		09/07/2022		0922-3	251007	3,978.00	09/16/2022	INV	PD	BARRICADE TYPE I 24' WOOD
CHECK DATE: 09/15/2022										
10019 TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC										
258788-202208-1		09/01/2022		0922-2	250915	170.00	09/07/2022	INV	PD	MONTHLY SERVICES
CHECK DATE: 09/09/2022										
10577 CAMPAGNA-TURANO BAKERY, INC										
130003626		08/25/2022		0922-2	250916	100.42	08/25/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/09/2022										
130003668		08/26/2022		0922-2	250916	158.34	08/26/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/09/2022										
130003700		08/27/2022		0922-2	250916	382.70	08/27/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/09/2022										
130003831		09/01/2022		0922-2	250916	254.25	09/01/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/09/2022										
130003869		09/02/2022		0922-2	250916	193.79	09/02/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/09/2022										
130004002		09/08/2022		0922-3	251008	365.93	09/08/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/15/2022										
130004046		09/09/2022		0922-3	251008	101.23	09/09/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/15/2022										
130004076		09/11/2022		0922-3	251008	411.18	09/11/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/15/2022										
884 U.S. FOODSERVICE, INC.						1,967.84				
2238398		08/25/2022		0922-2	250917	4,055.46	08/25/2022	INV	PD	FOOD - RESALE, NA BEV., S
CHECK DATE: 09/09/2022										

VILLAGE OF GLEN ELLYN

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
2308130		08/26/2022		0922-2	250917	179.05	08/26/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/09/2022										
2309397		08/26/2022		0922-2	250917	239.84	08/26/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/09/2022										
2314919		08/26/2022		0922-2	250917	22.55	08/26/2022	INV	PD	SUPPLIES
CHECK DATE: 09/09/2022										
2345125		08/29/2022		0922-2	250917	6,636.34	08/29/2022	INV	PD	FOOD - RESALE, NA BEV., S
CHECK DATE: 09/09/2022										
2469629		09/01/2022		0922-2	250917	4,396.75	09/01/2022	INV	PD	FOOD - RESALE, NA BEV., S
CHECK DATE: 09/09/2022										
2492696		09/01/2022		0922-2	250917	68.76	09/01/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/09/2022										
2534102		09/01/2022		0922-2	250917	290.25	09/01/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/09/2022										
2534103		09/01/2022		0922-2	250917	83.85	09/01/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/09/2022										
2540385		09/01/2022		0922-2	250917	180.84	09/01/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/09/2022										
2542879		09/02/2022		0922-2	250917	234.62	09/02/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/09/2022										
2547767		09/02/2022		0922-2	250917	118.51	09/02/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/09/2022										
2566458		09/05/2022		0922-3	251009	6,396.49	09/05/2022	INV	PD	FOOD - RESALE, NA BEV., S
CHECK DATE: 09/15/2022										
2689552		09/08/2022		0922-3	251009	4,027.24	09/08/2022	INV	PD	FOOD - RESALE, NA BEV., D
CHECK DATE: 09/15/2022										
2764078		09/09/2022		0922-3	251009	40.05	09/09/2022	INV	PD	FOOD - RESALE
CHECK DATE: 09/15/2022										
2770691		09/09/2022		0922-3	251009	412.51	09/09/2022	INV	PD	SUPPLIES
CHECK DATE: 09/15/2022										
9719 VERIZON CONNECT NWF INC.						27,383.11				
346000034959		09/01/2022		0922-3	251010	1,143.15	09/16/2022	INV	PD	GPS/AVL FLEET TRACKING 08
CHECK DATE: 09/15/2022										
915 VERIZON WIRELESS SERVICES LLC										
9913548146		08/15/2022		0922-2	250918	954.97	09/02/2022	INV	PD	WIRELESS PHONES
CHECK DATE: 09/09/2022										
9914189894		08/23/2022		0922-2	250919	72.02	09/02/2022	INV	PD	WIRELESS SERVICE
CHECK DATE: 09/09/2022										
13150 GEORGE VLAGOS						1,026.99				
20210696		09/07/2022		0922-3	251011	4,404.00	09/15/2022	INV	PD	RESTORE DEP - 675 EUCLID
CHECK DATE: 09/15/2022										
935 WATER RESOURCES INC.										
35879		08/29/2022		0922-3	251012	11,882.00	09/09/2022	INV	PD	PROCODER GALLON METER-SOL
CHECK DATE: 09/15/2022										

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
946 WEST CENTRAL MUNICIPAL CONFERENCE										
0007278-IN		08/09/2022		0922-3	251013	6,797.80	09/16/2022	INV	PD	APEX LANDSCAPING / MCHENR
CHECK DATE: 09/15/2022										
948 WEST PUBLISHING CORPORATION										
846941518		09/01/2022		0922-2	250920	477.75	09/09/2022	INV	PD	ONLINE/SOFTWARD SUBSCRIPT
CHECK DATE: 09/09/2022										
1335 WESTERN REMAC INC										
62899		08/29/2022		0922-3	251014	444.00	09/16/2022	INV	PD	FURNISH 4"WX3'H VILLAGE O
CHECK DATE: 09/15/2022										
12860 WHEATON CARWASH, INC.										
1047		09/12/2022		0922-3	251015	180.00	09/16/2022	INV	PD	CAR WASHES, AUG, 2022
CHECK DATE: 09/15/2022										
7711 WINDY CITY DISTRIBUTION COMPANY										
378684		08/18/2022		0922-3	251016	723.14	08/31/2022	INV	PD	BEVERAGE FOR RESALE
CHECK DATE: 09/15/2022										
386954		09/01/2022		0922-2	250921	789.13	09/01/2022	INV	PD	BEVERAGE FOR RESALE
CHECK DATE: 09/09/2022										
390480		09/08/2022		0922-3	251016	797.57	09/08/2022	INV	PD	BEVERAGE FOR RESALE
CHECK DATE: 09/15/2022										
						2,309.84				
975 ZIEBELL WATER SERVICE PRODUCTS INC										
259181-000		08/31/2022		0922-3	251017	1,825.00	09/16/2022	INV	PD	valve replacement on Hard
CHECK DATE: 09/15/2022										
						1,825.00				
337 INVOICES						1,559,968.99				

** END OF REPORT - Generated by Colette Ameche **



Minutes
Village of Glen Ellyn
Regular Village Board Meeting
Monday, September 12, 2022
7:00 PM
Glen Ellyn Civic Center, Galligan Board Room

-
- A. Call to Order – 7:01PM**
 - B. Pledge of Allegiance**
 - C. Roll Call**

Upon roll call by Clerk Cosby, Trustees Fasules, Kalinich, Payne, Gould, and Thompson answered "Present." Trustee Christiansen was absent. President Senak arrived approximately 15 minutes later and was present for the remainder of the meeting. Trustee Kalinich acted as President pro tem in President Senak's absence.

Also in attendance: Village Manager Franz, Assistant Village Manager Rodman, Village Attorney Mathews, Public Works Director Buckley, Finance Director Noller, Community Development Director Scott, Senior Planner Fard, and Police Commander Webber.

- D. Audience Participation**

Eddie Roberts and Eloise Kucia addressed the lack of school zone signage/safety at Lincoln Elementary, as well as other schools. The problem culminated with the Robert's dog being hit and killed due to an unaware, distracted driver. They are asking for proper signage for the school that is more visible, especially for the speed limit. They fear that a child will be hit and injured next.

President Senak said that the Village is actively concerned and aware of this issue and is currently monitoring traffic at Lincoln and data is being gathered to correct this problem.

Trustee Gould added an apology for the loss of the family pet. Trustee Thompson added that the safety is a top concern for everyone.

- E. Presentation**

- 1) Proclamation in honor of Constitution Week (Clerk Cosby)

Clerk Cosby read the Proclamation in honor of Constitution Week. Members of the Daughters of the American Revolution (DAR) were in attendance as part of the ceremony.

- 2) Proclamation in Support of Suicide Prevention Month (Clerk Cosby)

Clerk Cosby read the Proclamation in support of Suicide Prevention Month. Kim Reed of Glen Ellyn Youth and Family Services was in attendance as part of the ceremony.

- 3) US Bank Park and Panfish Park Preliminary Concepts (Village Manager Franz)

Nate Troia of the DuPage Forest Preserve presented a concept for Panfish Park. These included walking paths, updated playground equipment, and other amenities. He also presented a concept for a redesign of Prairie Path Park, in combination with the US Bank property.

Trustee Kalinich asked if retail was still in the mix for the plans. Mr. Troia replied yes. Trustee Thompson added that a food truck area is also part of the preliminary plans for the property. Trustee Payne added comments.

President Senak commented that he thinks this will be a special space and looks forward to working with the Park District on this endeavor.

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 \$3,664,783.00. These agenda items have been reviewed by the Management Team and Village Attorney and are consistent with the Village's purchasing policy

RESULTS:	APPROVED [5 to 0]
MOVER:	Trustee Kalinich Items 2 – 5; 8 - 15
SECONDER:	Trustee Thompson
AYES:	Kalinich, Thompson, Gould, Fasules, Payne
NAYS:	None

- 1) Total Expenditures (Payroll and Vouchers) - \$3,664,783.00

Trustee Payne had a question on an item on page 17 of the report. Finance Director Noller reviewed expenditure and replied.

Trustee Payne had a question on an item on page 19 of the report. Finance Director Noller replied. Trustee Payne had a question on an item on page 26 of the report. The purchase was approved at an earlier meeting.

RESULTS:	APPROVED [5 to 0]
MOVER:	Trustee Kalinich Item 1
SECONDER:	Trustee Thompson
AYES:	Kalinich, Thompson, Gould, Fasules, Payne
NAYS:	None

- 2) Village Board Meeting Minutes August 22, 2022
- 3) Village Board Executive Session Minutes August 22, 2022

Trustee Kalinich requested the term “Closed Executive Session” be used going forward. The Board agreed.

- 4) Village Board Special Workshop Minutes August 15, 2022

- 5) Village Board Executive Session Minutes August 15, 2022
- 6) Village Board Executive Session Minutes July 18, 2022

Item 6 was removed from the Consent Agenda for further review at a later date.

- 7) Village Board Executive Session Minutes May 9, 2022

Item 7 was removed from the Consent Agenda for further review at a later date.

- 8) Village Board Executive Session Minutes April 25, 2022
- 9) Village Board Executive Session Minutes January 18, 2022
- 10) Village Board Meeting Minutes February 22, 2022
- 11) Village Board Meeting Minutes February 14, 2022
- 12) Resolution No. 22-13, a Resolution Authorizing the Village President to execute an Intergovernmental Agreement between the Illinois Department of Transportation and the Village of Glen Ellyn for Traffic Signal Maintenance on State Highways within the Village (Public Works Director Buckley)
- 13) Approve a Façade Improvement Award in the Amount of \$2,500 for Drip Yoga at 526 Duane Street, to be Expensed to the Central Business District TIF Fund (Economic Development Coordinator Hannah)
- 14) Motion to Authorize the Village Manager to execute a contract with Archon Construction Company of Addison, Illinois, for construction of the Village of Glen Ellyn/Illinois American Water Company Interconnection Project – Contract A in the amount of \$219,068 to be expensed to the Water Fund (Professional Engineer Daubert)
- 15) Approval of Release of the following Executive Session Minutes, after Village Board review in Executive Session of August 22, 2022:

Recommended to be released:

January 26, 2015 – Section on Pending Property Purchase for Use by Public Body

July 20, 2015 – All sections

August 24, 2015 – All sections

September 14, 2015 – All sections

June 27, 2016 – Section on Pending Litigation Update

December 12, 2016 – Section on Potential litigation regarding homeowners/annexation agreements

March 20, 2017 – All sections

January 22, 2018 – Section on Sale or Lease of Property

May 14, 2018 – Sections on Review of Potential Release of Executive Session minutes and Setting Price of Property

July 23, 2018 – Section on Purchase or Lease of Property

October 8, 2018 – Sections on Purchase or lease of Property, Setting Price for Sale or Lease of Property; Litigation matters

January 14, 2019 – Section on Purchase or Lease of Property

March 11, 2019 – Section Purchase or Lease of Property

May 28, 2019 – All sections

August 19, 2019 – Section on Purchase or Lease of Property

October 14, 2019 – All sections

November 12, 2019 – All sections
 January 13, 2020 – Section on Purchase or lease of Property
 January 21, 2020 – All sections
 August 24, 2020 – All sections
 October 22, 2020 – Section on Purchase or Lease of Property
 December 7, 2020 – Section concerning Pending Litigation matters
 December 14, 2020 – All sections
 January 11, 2021 – Section on Selection of Person to Fill a Public Office, including Vacancy in Public Office
 January 19, 2021 – Section on Selection of Person to Fill a Public Office, including Vacancy in Public Office
 April 26, 2021 – All sections

- 16) Ordinance No. 6977, An Ordinance Granting Approval of a Special Use Permit, Zoning Variations and the Exterior Appearance for Phase A of the Willowbrook Wildlife Rehabilitation Center Located at 525 S. Park Boulevard (Senior Planner Fard)

RESULTS:	APPROVED [5 to 0]
MOVER:	Trustee Thompson Item 16
SECONDER:	Trustee Kalinich
AYES:	Thompson, Kalinich, Gould, Fasules, Payne
NAYS:	None

Senior Planner Fard reviewed the exterior appearance for Phase A, and the phase plans submitted by the DuPage County Forest Preserve. Once phase A is approved, they will submit proposals for phases B-D. Concepts for B-D were reviewed by Senior Planner Fard.

Senior Planner Fard also reviewed conditions and requests for project as well.

Trustee Gould asked about the normal process for approving exterior appearance with the Village. Senior Planner Fard replied, with Assistant Village Manager Rodman adding details about the Architectural guidelines applied, in relation to materials required for animal habitats.

Trustee Gould asked about the 8' fence. Assistant Village Manager Rodman confirmed that the fence will be hidden by fabric and landscaping so that it will blend with its surroundings and not be offensive from the street view.

Trustee Thompson added that the re-naming the facility might be considered, specifically to creatively include "Village of Glen Ellyn" in the name.

G. Non-Consent Agenda

- 1) Motion to reconsider waiving competitive bidding and approve the purchase of one (1) Ford F-250 chassis with a Monroe Service Pro body package from Haggerty Ford Inc. of West Chicago, Illinois, in the amount of \$62,992 to be expensed to the Equipment Services Fund (Public Works Director Buckley)

RESULTS:	APPROVED [5 to 0]
MOVER:	Trustee Thompson
SECONDER:	Trustee Payne
AYES:	Thompson, Payne, Gould, Fasules, Kalinich
NAYS:	None

This was a vetoed item from the last Board Meeting.

President Senak commented on this item in terms of taxes and the residents' desire for Village taxes to be controlled. His suggestion is to limit the Village's ability to raise taxes on the residents by enacting an ordinance to cap the rate. He also voiced his objection to this purchase, his objections to it, and other related concepts. He also stressed the importance of competitive bidding for all purchases to controlling the budget and therefore tax increases.

Trustee Fasules asked if the County restricts the levy. Village Manager Franz replied that there is no cap for home rule communities, but the Village has generally practiced following the tax cap process. He also asked Attorney Mathews if the Village code included the ability to override a veto by the Village President. Attorney Mathews replied, yes, it is in the code... and then explained the conditions needed to override the veto.

Trustee Thompson submitted a clarification of Attorney Mathews' comments. Attorney Mathews replied that he agreed with the premise of Trustee Thompson's clarification regarding the right of the Village Board to waive competitive bidding.

Trustee Payne added his thoughts on the competitive bidding process. Public Works Director Buckley spoke about the need for the vehicle in question, and that a faster time frame was needed to acquire the vehicle than the formal competitive bidding process would allow. He added that the dealership is holding the vehicle for the Village and will proceed with selling it to the Village or another party, based on the Board's decision at tonight's meeting.

President Senak commented that supply shortages are not part of the ordinance to forego competitive bidding.

Trustee Kalinich appreciated President Senak comments on the entire matter but thought that his objection to the purchase was based on the vehicle's repair issues, and that his comments did not reflect that previous objection. Public Works Director Buckley gave his thoughts on repair issues for vehicles.

- 2) Motion to Approve Apex 400 Declaration of Covenants, Conditions, Restrictions and Easements (Village Attorney Greg Mathews)

RESULTS:	APPROVED [5 to 0]
MOVER:	Trustee Kalinich
SECONDER:	Trustee Thompson,

AYES:	Kalinich, Thompson, Gould, Fasules, Payne
NAYS:	None

Village Attorney Mathews gave an overview of the issue, asking Village Manager Franz to confirm that work with the developer has been ongoing to divide up maintenance responsibilities for the building/parking, and if the submitted proposal was agreeable to all parties.

Trustee Thompson asked about the auto-renew clause. Attorney Mathews replied and commented on how the renewal would be activated.

Trustee Thompson asked about the warranty on the construction, specifically, on what date does it start. Attorney Mathews replied that it would start one-year from approval date.

H. Reminders

- 1)
 - Village Board Workshop of September 19, 2022 Canceled
 - Village Board Meeting September 26, 2022
 - Village Board Special Workshop scheduled for October 3, 2022

I. Other Business

Trustee Thompson commented that he is concerned about the delay in construction on Baker Hill and Nicol Way. He also wanted to know why Butterfield had been started when this project was not done.

Village Manager Franz said he would follow up and give a status as soon as possible. Trustee Thompson suggested there should be some way to encourage contractors finish projects in a timely manner. This matter will be added to the agenda for the next meeting.

Resident Patrick VanTeem gave his thoughts on President Senak's tax comments. He also expressed his ideas on Panfish Park being developed in conjunction with the hotel property. He also asked questions regarding the US Bank property, as well as Sunset Pool. President Senak replied to his concerns. Trustee Payne added that a group will be created to research possibilities for Panfish Park before any actions are decided.

J. Adjourn – 8:25PM

RESULTS:	APPROVED [5 to 0]
MOVER:	Trustee Payne
SECONDER:	Trustee Fasules
AYES:	Payne, Fasules, Gould, Thompson, Kalinich
NAYS:	None



Minutes
Village of Glen Ellyn
Glen Ellyn Village Board
Village Board Meeting
Monday, October 25, 2021 at 7:00 PM
Glen Ellyn Civic Center, Galligan Board Room

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. Pledge of Allegiance

Invocation: Rabbi Steven Bobb Emeritus of Congregation Etz Chaim in Lombard led the Invocation.

C. Roll Call

Upon roll call by Clerk Cosby, President Senak and Trustees Christiansen, Fasules, Gould, Kalinich, Payne and Thompson answered "Present".

Also in attendance: Village Manager Franz, Assistant Village Manager Rodman, Attorney Mathews, Finance Director Coyle, Public Works Director Buckley, Community Development Director Springer, Police Chief Norton, and Village Engineer Rich Dauber, Steve Pacinski

D. Audience Participation – None

E. Presentations

- 1) Proclamation recognizing the Violet Garden Club was read by Clerk Cosby.
- 2) Proclamation recognizing Rotary International and World Polio Day was read by President Senak.
- 3) Executive Director Carol White of the Alliance of Downtown Glen Ellyn presented their quarterly report to the Village Board. The report included a look ahead to 2022. She also discussed the various campaigns and upcoming events including the Valentine Hearts Video Campaign, Shop Local -Dine Local, and upcoming events such as the Find Frieda Scavenger Hunt, Jazz-Up Sidewalk Sale, and Ladies Night Out Holiday Treats among others. The Board thanked the Alliance for their efforts and as they benefit the entire community and encouraged them to present needs or ways the Board can continue to support them in the future.

President Senak also made an announcement regarding the DuPage County Health Department's News Release encouraging members of the community to schedule their booster dose of the COVID-19 vaccination.

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

Village of Glen Ellyn

Motion to approve the following items including Payroll and Vouchers totaling \$1,941,327.13. These agenda items have been reviewed by the Management Team & Village Attorney and are consistent with the Village's Purchasing Policy (Trustee Fasules)

F. Items 1-5 and 7-10

RESULT: **APPROVED [6 TO 0]**

MOVER: Trustee Christiansen

SECONDER: Trustee Thompson

AYES: Fasules, Christiansen, Gould, Kalinich, Payne, Thompson

ABSENT: None

- 1) Total Expenditures (Payroll and Vouchers) \$1,941,327.13
- 2) Approve a Revised Lease Agreement Between the Forest Preserve District of DuPage County and the Village of Glen Ellyn for Certain Properties at Churchill Woods Forest Preserve (Village Manager Franz)
- 3) Ordinance No 6909, An Ordinance Amending Ordinance No. 6706, which Granted Approval of the Preliminary and Final Planned Unit Development Plans for the Avere on Duane Multifamily Development at 437 Duane Street (Community Development Director Springer)
- 4) Resolution 2111, A Resolution Accepting Public Improvements and a Bill of Sale Associated with the Avere on Duane Development Located at 437 Duane Street (Community Development Director Springer)
- 5) Resolution No. 2112, A Resolution Accepting Public Improvements and a Bill of Sale Associated with the Bucky's Gas Station Located at 1125 Roosevelt Road (Community Development Director Springer)
- 6) Ordinance No. 6910VC, An Ordinance to Amend Section 9212(E) Regarding Fees for Municipal Permit Parking Lots (Finance Director Coyle) – item removed from Consent Agenda to allow for further discussion.
- 7) Receive the Police Pension Board's Municipal Compliance Report for the Fiscal Year Ended December 31, 2020 (Finance Director Coyle)
- 8) Authorize the Village Manager to Execute a One Year Contract for the 2022 Central Business District Floral Material Installation Contract to Beary Landscape Inc., IL in a Not to Exceed Amount of \$52,099.55, to be Expensed to the General Fund (Public Works Director Buckley)
- 9) Authorize the Village Manager to Execute an Agreement with Engineering Resource Associates of Warrenville, Illinois, for Design Engineering Services for the Park Boulevard Water Main Improvements Project in the Not to Exceed Amount of \$64,415, to be Expensed to the Water & Sewer Fund (Professional Engineer Daubert)
- 10) Authorize the Village Manager to Execute an Agreement with Primera Engineers, Ltd. of Lisle, Illinois, for Design Engineering Services for the 2022 Street Improvements Project in the Not to Exceed Amount of \$262,775, to be Expended to the Capital Projects and Water & Sewer Funds (Professional Engineer Daubert)

There were several questions regarding number (2) on the Consent Agenda, including how much has been spent on the improvement of the facilities, and various future scenarios and possibilities. Village Manager Franz noted the options regarding the lease. Attorney Mathews also made clarifications regarding the lease and its terms. The Board will also be given an update in November regarding the fundraising efforts to preserve the building as well as a meeting with the entity interested in subleasing the McKee House. Additionally, it was stressed that the committee is having

difficulty raising the preservation funds without this agreement in place and the agreement is a vital first step.

There was a question regarding number (8) on the Consent Agenda. It was asked if this included repair of the flower clock, which at this time it does not.

There was a question regarding number (9) on the Consent Agenda. The Board asked why the lowest bid wasn't being awarded. Engineer Daubert noted seven criteria used to formulate the decision and explained the determination of the decision. The Board requested that Staff review the Ordinance on Policy to consider whether it needs to be updated to reflect additional criteria utilized in the Purchasing Policy.

There was discussion on number (6) on the Consent Agenda. The Board discussed returning the permit fees back to pre-Covid prices rather than continuing the 25% reduction. The Board decided to remove number (6) from the Consent Agenda.

Motion: To Remove Item Number (2) Ordinance No. 6910VC, An Ordinance to Amend Section 9212(E) Regarding Fees for Municipal Permit Parking Lots from the Consent Agenda

RESULT:	APPROVED [6 TO 0]
MOVER:	Trustee Fasules
SECONDER:	Trustee Gould
AYES:	Fasules, Christiansen, Gould, Kalinich, Payne, Thompson
ABSENT:	None

Motion to table number (6) on the Consent Agenda until November 8, 2021.

RESULT:	APPROVED [6 TO 0]
MOVER:	Trustee Fasules
SECONDER:	Trustee Christiansen
AYES:	Fasules, Christiansen, Gould, Kalinich, Payne, Thompson
ABSENT:	None

G. Reminders

- 1) A Special Village Board Workshop is scheduled for Thursday, October 28, 2021 at 7:00 p.m.
- 2) A Special Village Board Workshop is scheduled for Monday, November 1, 2021 at 7:00 p.m.
- 3) A Regular Village Board Meeting is scheduled for Monday, November 8, 2021 at 7:00 p.m.

H. Other Business

Trustee Thompson requested copies of the presentation by Executive Director Carol White of the Alliance of Downtown Glen Ellyn be circulated electronically to the Board. He also requested that Dawn Smith attend the next Board Meeting to give her presentation and that the Statements of Ownership from Apex be distributed to the Board.

I. Motion to adjourn to Executive Session for the discussion regarding the purchase or lease of real property pursuant to 5 ILCS 120/2 (C)(5), without returning to open session thereafter

RESULT:	APPROVED [6 TO 0]
MOVER:	Trustee Fasules
SECONDER:	Trustee Gould
AYES:	Fasules, Christiansen, Gould, Kalinich, Payne, Thompson
ABSENT:	None

Respectfully submitted by Sandy Bakalich, Recording Secretary



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

Meeting 9/26/2022 6:00 PM
Department: Administration
Department Head: Emily Rodman
Category: Special Event
Prepared By: Grant Paplauskas

**AGENDA ITEM (ID
2022-2634)**

DOC ID: 2022-2634

Motion to Approve Special Event "Wine Thing" hosted by Cabernet & Company on Sunday, October 16, 2022 (Rain Date October 23) (Communications Coordinator Paplauskas)

Statement of the Issue:

Cabernet & Company is requesting to hold its annual Wine Sale & Tasting on Sunday, October 16 to promote the sale of selected wines and draw visitors to patronize Village businesses.

Analysis:

Cabernet & Company has hosted the Wine Thing event inside their store for the past 29 years. This year, the store is requesting to use the Village's plaza behind 427 N. Main Street to host the event outdoors.

"Wine Thing" Event Details:

- Event scheduled for October 16, 2022 from 11:30 am-4 pm (October 23 rain date)
- 12-14 Basset trained winery representatives will pour samples of up to 8 different wines
- The area of alcohol distribution will be cordoned off with ropes and stanchions
- Basset trained personnel will monitor attendees and all points of ingress/egress
- The owners of Sushi Ukai have a pre-existing agreement to utilize this space and have agreed to allow Cabernet & Company to utilize the space for the event.
- All appropriate liquor licenses will be obtained upon receipt of Village Special Event Approval.

Budget Impact:

N/A

Action Requested:

Approve Special Event "Wine Thing" hosted by Cabernet & Company on October 16, 2022 (Rain Date October 23).

Attachments:

1. Wine Thing Special Event Permit Application



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. The Special Event Permit processing fee is \$50.00.

EVENT INFORMATION			
Event Title	Wine Thing		
Type of Event	☐ Carnival or Rides ☒ Business Special Event ☐ Festival ☐ Outdoor Concert ☐ Parade ☐ Tent Sale ☐ Walk/Run/Bike ☐ Zoo/Circus ☒ Other (please specify): <u>Wine tasting Sale (WINE THING)</u>		
Event Date(s)	Oct. 16, 2022 (Sunday)	Time	11:30 - 4:00
Alternate Date(s)	Oct. 23, 2022 (rain date)	Time	11:30 - 4:00
First Time Applicant?	☒ Yes ☐ No	Is it an Annual Event?	☐ Yes ☒ No <u>Semi-annual</u>
Event Website (if any)		Anticipated Attendance	200p over 4 hours
Location of Event Please list all requested street or sidewalk closures noting time(s) each street will be closed.	Walkway between Main St. + Civic Center Garage		
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.	Wine Sale + Tasting 11:30 - 4 pm, Sunday, Oct. 16, 2022 12 or 14 BASSET trained winery representatives pouring 1/2 oz or less tastings of 7 or 8 different wines. Purpose is to promote sales of selected wines at Cabernet Company. BASSET trained personnel will monitor attendees as well as all points of ingress/egress. this is an "out-door Covid friendly" version of the semi-annual event we've done inside shop		
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 ☐ Raffle* ☐ Other (please specify): _____ For tents and promotional signage checked above, please indicate type, size and location(s): _____		

Duane St. ←

Civic Ctr. Garage

Draw Event Site Plan
Please provide a draft site plan for your event. Please include the following applicable locations; food/drink vendors, bathrooms, entry/exit points, parking, tents, and any additional details. (See guidelines for additional information).

30'

25'

Katy's

planter

table

rope

exit

Register

planter

table

table

table

table

entrance

stanchions-rope

SUSHI URAI

sidewalk

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: contactus@glenellyn.org

EVENT ORGANIZER INFORMATION							
Name (First/Last)	Alixé Lischett (owner of Cabernet + Company)						
Address	434 N. Main St.					Apt./Unit	
City	Glen Ellyn			State	IL	Zip Code	60137
Home Phone	630-309-9463		Cell Phone				
E-mail Address	cabernetco@earthlink.net						
Name of Sponsoring Organization(s) (If applicable/different)							
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				

Applicant Signature: Alixé Lischett, PM

Date: 9/8/22



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

Meeting 9/26/2022 6:00 PM
Department: Public Works
Department Head: Dave Buckley
Category: Contract
Prepared By: Steve Warner

AGENDA ITEM (ID
2022-2640)

DOC ID: 2022-2640

Motion to waive competitive based on Village Code 1-10-2 (E) as a single source material that is available from only one vendor but are deemed necessary to Village operations bidding and authorize the Village Manager to execute a contract with Corrective Asphalt Materials, LLC, of South Roxana, Illinois, for construction of the 2022 Asphalt Surface Rejuvenation Program in the not to exceed amount of \$60,000.00 to be expensed to the Capital Projects Fund (Public Works Director Buckley).

Statement of the Issue:

The purpose of this memorandum is to provide a recommendation for the award of a construction contract for the 2022 Asphalt Surface Rejuvenation Program in the Village of Glen Ellyn. The contract includes the application of Reclamite to asphalt streets that have recently been resurfaced or reconstructed, in order to preserve the condition of asphalt pavement. Candidate sections for 2022 application include various roadways paved in the last two years consisting of approximately 61,000 square yards of pavement. A location map and list of candidate streets are provided as an attachment to this memorandum.

Analysis:

The Village has had an on-going program for asphalt surface treatment since 1987. The product Reclamite is used on newer pavements, generally two years old or less. After asphalt is placed, it begins to lose part of the petroleum-based products, thus causing the pavement to increase in brittleness. This brittleness leads to aggregate separation, cracking, and general deterioration of the asphalt pavement. Reclamite adds some of these essential oils back to the asphalt, allowing it to stay flexible for a longer period of time, and adding a longer life expectancy to the pavement. Staff would like to emphasize that Reclamite is not a Coal Tar Product as its use would conflict with Village Resolution 18-10, Affirming the Village's Commitment to Avoid Using Coal-Tar Products.

Reason for Waiving Competitive Bidding

This contract is an eligible exception to competitive bidding as it is considered a Single Source purchase according to the Village's Purchasing Policy. Section C.1.e of the Purchasing Policy defines Single Source purchases as *material or services that are available from only one vendor but are deemed necessary to Village operations*. Staff has researched various alternative rejuvenating products, including GSB-88 asphalt emulsion sealer, CRF restorative sealer, and Reclamite asphalt rejuvenator. Both

GSB-88 and CRT were found to be notably more expensive than Reclamite per 2021 pricing (GSB-88 was 38% more; CRT was 51% more) and determined to be less effective than Reclamite in staff's research and experience. Reclamite is proprietary in nature and is only produced by Tricor Refining. Corrective Asphalt Materials, LLC of South Roxana, Illinois (CAM) is Tricor Refining's only authorized contractor for the state of Illinois. Staff therefore recommends waiving competitive bidding in order to use what is deemed to be the most effective and lowest cost rejuvenating agent to meet the Village's needs.

Contractor Experience and Pricing Background

CAM has consistently completed quality work at reasonable prices for the Village as part of this program. In an effort to streamline the contract process, Engineering staff took CAM pricing directly to the Village board for approval beginning in 2014. As of 2018, the program had caught up to the current year's paving efforts, so staff decided to only conduct this program in odd number years to allow for candidate streets to age a full year before receiving Reclamite. Instead of skipping 2022, staff budgeted for and recommends applying Reclamite to all newly paved streets as part of the ongoing Streetscape project to avoid subsequent full-road closures in the downtown area. While staff typically aims to apply rejuvenator one to two years after paving, it can still be strategically applied immediately after paving, especially in areas sensitive to closures. Upon staff soliciting pricing for 2022, CAM agreed to honor the unit pricing from 2021 (\$0.94/Square Yard). This pricing originated from larger joint contracts the Contractor had with McHenry Township communities in 2021. This pricing was also consistent with the Municipal Partnering Initiative pricing extended to north shore communities. This price includes application of Reclamite and sand/screenings in order to prevent tracking of the material.

Schedule

Treatments are targeted to be applied in late October and the project will be administered in-house.

Budget Impact:

Funding in the amount of \$60,000 is provided in the FY 2022 Budget under the Capital Projects Fund for Asphalt Roadway Surface Treatments. Resulting funding for a 2022 contract is shown in the following table:

2022 Asphalt Surface Rejuvenation Funding for Construction			
Project Item	Funding Source	Account No.	Amount
Asphalt Roadway Surface Treatments	Capital Projects Fund	40000-520990	\$60,000.00
Total Recommended Funding			\$60,000.00

Action Requested:

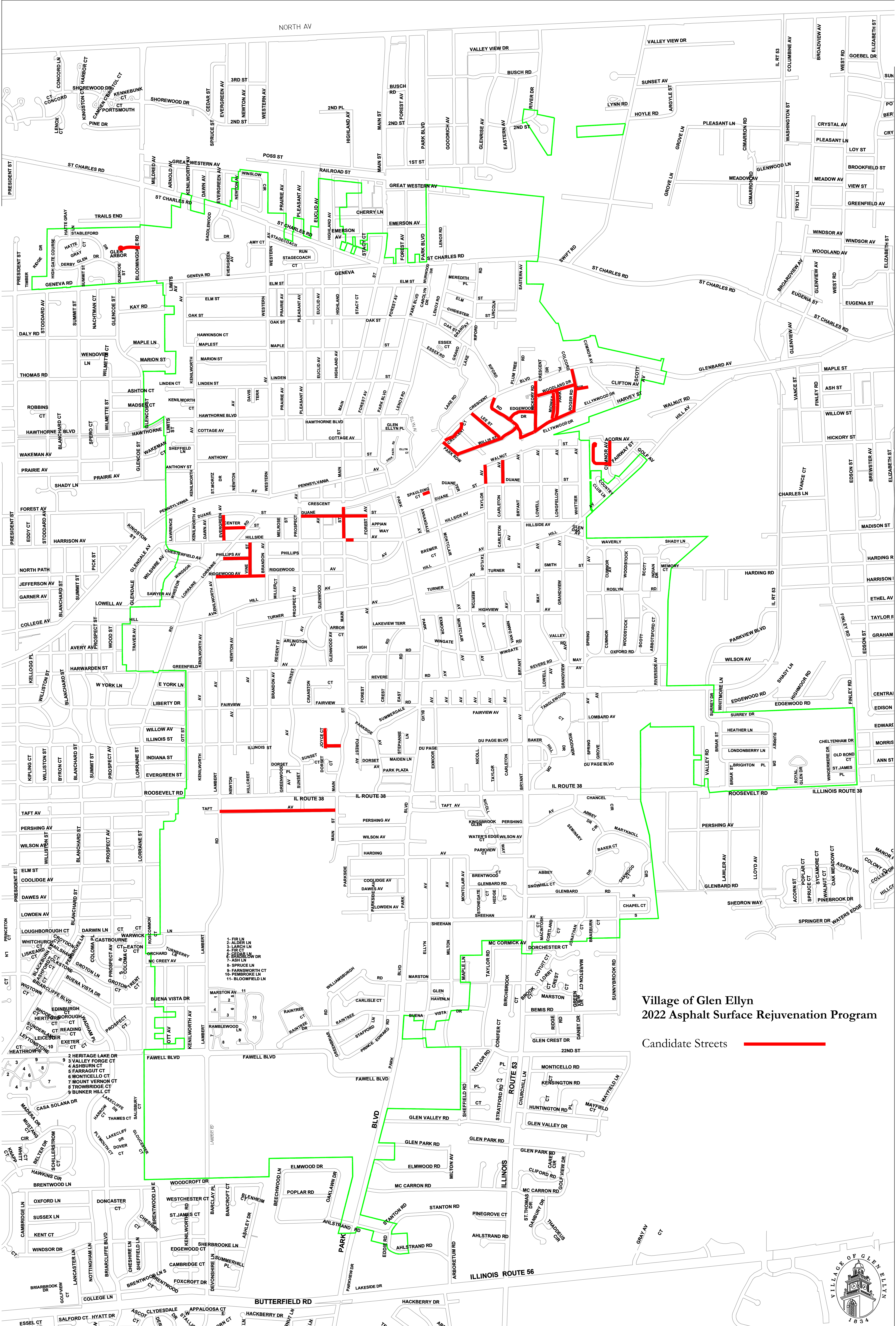
While the Contractor's proposal is favorable with pricing in line with other Communities' contracts, this action does require waiving competitive bidding given the proprietary nature of the product and work. Engineering staff therefore recommends the Village Board of Trustees make the following motion at the September 26, 2022 Village Board Meeting:

1. Motion to waive competitive bidding and authorize the Village Manager to execute a contract with Corrective Asphalt Materials, LLC, of South Roxana, Illinois, for construction of the 2022 Asphalt Surface Rejuvenation Program in the not to exceed amount of \$60,000.00 to be expensed to the Capital Projects Fund.

Engineering staff will be present at the September 26, 2022 Village Board of Trustees Meeting to answer any questions regarding the project.

Attachments:

1. 2022 Project Location Map
2. 2022 Reclamite Proposal - Corrective Asphalt Materials
3. 2022 List of Candidate Streets



Village of Glen Ellyn
2022 Asphalt Surface Rejuvenation Program

Candidate Streets





Mailing Address:
300 Daniel Boone Trail
South Roxana, IL 62087
Phone: 618-254-3855
Fax: 618-254-2200

Locations:
300 Daniel Boone Trail, South Roxana, IL 62087
43W630 Wheeler Road, Sugar Grove, IL 60554

September 8, 2022

Steve Warner
Village of Glen Ellyn
Office: (630)-547-5512
Email: Swarner@glenellyn.org

Hello Steve,

Corrective Asphalt Materials, LLC, (CAM) thanks you for the opportunity to assist The Village of Glen Ellyn in their road preservation program. In reference to our recent MPI contract with McHenry, we are pleased to extend the price of \$.94 per square yard. Please accept the following as our formal proposal to apply Reclamite Maltene Based Rejuvenating Agent to selected asphalt pavement.

- Apply Reclamite to approximately ~~59,259 SY~~ of selected asphalt pavement
- CAM's responsibilities: **61,259 SY**
 - Furnish and apply Reclamite
 - Furnish and apply all lime screenings
 - All traffic control related to project
 - Resident Notification and No Parking signs as necessary
 - Post Street sweeping
 - Handle any complaints or issues that may arise from application
- Unit Price: \$.94 / SY
- Total Price ~~\$55,703.46~~ **\$57,583.46**

**Estimated quantities only.
Total Price not to exceed \$60,000.**

Mike Sumrall, Operations Manager will be contacting you to schedule the project.
Info: mike@cammidwest.com, Cell: 630-465-4142

Billing Information (please fill out upon acceptance)

Name: Steve Warner Address: 30 S. Lambert Rd

Phone Number: 630-547-5512 Glen Ellyn, IL 60137

Again, thank you for the opportunity. We look forward to providing our professional services.

Sincerely,

Rachel Lang
Business Development
Corrective Asphalt Materials, LLC

Mike Sumrall
Operations Manager
Corrective Asphalt Materials, LLC

APPROVED BY:

Sign

Date

2022 Asphalt Surface Rejuvenation - Candidate Streets

Map No.	Street	Area (SY)
1	Phillips: Lorraine to Vine	1,367
2	Vine: Hillside to Ridgewood	1,651
3	Ridgewood: Kenilworth to Brandon	2,726
4	Evergreen: Duane to Hillside	1,432
5	Center: Evergreen to Lorraine	1,183
6	Joyce: Main to North End	1,594
7	Taft: Lambert to Main	9,323
8	Park Row: Willis to Crescent	1,076
9	Crescent Court: Park Row to Crescent	1,381
10	Willis: Park Row to Riford	3,260
11	Lee: Willis to Crescent	1,995
12	Taylor: Duane to Walnut	1,038
13	Carleton: Duane to Walnut	1,333
14	Riford: Ellynwood to Crescent	3,115
15	Roger: Ellynwood to Crescent	2,205
16	Hickory: Ellynwood to Crescent	2,872
17	Midway Park: Ellynwood to Woodland	3,000
18	Edgewood: Riford to Hickory	1,632
19	Ellynwood: Riford to Roger	2,716
20	Woodland: Hickory to Roger	2,360
21	Clifton: Roger to East End	551
22	Spalding: West End to Montclair	371
23	Glen Arbor: West End to Bloomingdale	1,256
24	Cumnor: Fairway to Acorn	1,350
25	Fairway: West End to Cumnor	2,000
26	CBD Streetscape Streets (at time of surface paving)	8,472
	A. Main: Hillside to Duane	
	B. Duane: Prospect to Forest	
	C. Hillside: Immediately East of Main	
Estimated Total Area (SY)		61,259
2022 Unit Price (per SY)		\$0.94
Estimated Total Cost		\$57,583.46



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

Meeting 9/26/2022 6:00 PM
Department: Public Works
Department Head: Dave Buckley
Category: Purchase
Prepared By: FRANK FRASCO

**AGENDA ITEM (ID
2022-2641)**

DOC ID: 2022-2641

Motion to adopt, pursuant to Section 1-10-7 of the Glen Ellyn Village Code, the competitive bidding procedures of the State of Illinois Management Services Group in lieu of the provisions of Chapter 10 on Village Contracts and approve the purchase of three (3) 2023 Ford Police Utility vehicles and one (1) 2023 Ford Explorer Hybrid Utility vehicle from Sutton Ford of Matteson, Illinois, in the amount of \$178,233 to be expensed to the Equipment Services Fund (Public Works Directory Buckley)

Statement of the Issue:

The Equipment Services Division of the Public Works Department has evaluated the Police Department fleet and has determined that three (3) patrol division vehicles will need to be replaced in FY23. We have also evaluated the Public Works fleet and determined that one (1) PW administration division vehicle which is currently an “out of service” police patrol car will need to be replaced in FY23.

Analysis:

The Equipment Services Division of the Public Works Department has evaluated the Police Department fleet and has determined that three (3) patrol division vehicles will need to be replaced in FY23. We have also evaluated the Public Works fleet and determined that one (1) PW administration division vehicle, which is currently an “out of service” police patrol car, will need to be replaced in FY23. This decision is based on several factors, including vehicle mileage, engine operating hours, mechanical condition, body condition, frame integrity, reliability, safety, operating cost, and the vehicle’s ability to meet the needs of the community and the department. The staff’s goal is to determine the optimum point in time to replace the vehicle and recoup its residual value through a public auction.

Municipal fleet management principles suggest that we track and use total operating hours, engine idle hours, plus driven mileage, as opposed to just using driven miles when making decisions related to vehicle replacement and maintenance. The nature of what police, fire, and public works do throughout an average day requires above-average vehicle idling. Our idle hours are usually 70% of the total running hours, which means that only 30% of the wear and tear on the power train is reflected in the miles seen on the odometer. The wear and tear on a municipal vehicle’s power train is calculated by a formula that says each hour of idle time equates to 25 miles of driving. This

calculation added to the driven miles seen on the odometer is the “equivalent miles”. When the Equipment Services Division (ESD) reports the equivalent miles, they are always higher than the driven miles seen on the odometer because of the above average idle time required to perform municipal duties. If the ESD were to maintain the vehicles according to miles seen on the odometer, they would be severely neglected, and their life expectancy would be greatly reduced. The same is true when evaluating when a vehicle should be replaced. An example being old squad 04. This vehicle currently has 107,709 miles on the odometer. It has a total running time of 15,619 hours, of which 10,663 are idle hours and that equates to 266,575 additional driving miles. This specific vehicle idled 68 percent of the time it was running and the total “equivalent mileage” in this case is 374,284 miles. As you can see, looking exclusively at mileage on the odometer does not reflect the true wear and tear on the vehicle.

Patrol squads 02, 06, and 09 are all model year 2019 Ford police utility interceptors and were put into service in March of 2019. They will have lasted one year longer than originally planned and will have similar mileage and hours as in the example above. Annual contributions for the replacement of these vehicles have been made to the vehicle replacement fund.

Public Works vehicle 212 is a model year 2016 Ford police utility interceptor and was originally put into service in August of 2015. It will have lasted 5 years longer than originally planned. This vehicle was retired from the police fleet and subsequently put into the Public Works fleet when the former Public Works director’s pickup truck was transferred to the Police Department Investigations Division in 2021. Annual contributions for this vehicle replacement have also been made to the vehicle replacement fund.

These vehicles will have reached the end of their useful life in FY23 and their replacement is recommended. Equipment Services works with all departments to understand their needs and to determine which vehicles and equipment will meet those needs in a fiscally responsible way. It has been determined that patrol cars 02, 06, and 09 should be replaced with the Ford Police Utility and PW 212 should be replaced with a Ford Explorer Hybrid utility.

All the FY23 police replacement vehicles will be ordered with the 3.3 litre non-hybrid internal combustion gasoline engine due to the short supply of hybrid power trains. This shortage is due to the inability of manufacturers to procure the needed semi-conductor chips. Also, the number of model year 2023 police vehicle production slots has been drastically reduced and ordering non-hybrid police vehicles will increase our chances of them being scheduled and built.

The replacement vehicle for PW 212 will be a hybrid electric utility (HEV) equipped with a 3.3 litre engine, 10 speed automatic transmission, AWD transfer case, 35 KW electric motor, and a 1.5 KW lithium-ion battery pack. We are ordering this vehicle as a hybrid in the spirit of replacing vehicles with the most environmentally friendly and economical models available. If this PW hybrid vehicle order were to be cancelled because of supply chain issues, it would not affect public safety to the extent that cancelled production of police patrol vehicles would affect the community.

In these unprecedented times, the opening and closing of manufacturer order banks and the timing of joint purchasing contracts being awarded has become unpredictable. The Suburban Purchasing Cooperative, which has been our source for police vehicles in recent years, was not able to obtain bids this year due to the unusual timing.

On Tuesday September 06, 2022, The ESD was informed that The State of Illinois Management Services Group awarded the lowest responsible competitive bidder, Sutton Ford of Matteson IL with the Joint Purchasing Master Contract for Ford Police Pursuit Vehicles. To complicate the matter, we were also informed that the Manufacturers order bank for police vehicles would close on Friday September 09, 2022. This allowed the ESD less than 3 days to inform Public Works management, Police management, and Village Administration of the situation and make decisions.

A decision based on what we believe was in the best interest of the Village of Glen Ellyn, the Police Department, and the Public Works Department was made, and the vehicles were ordered contingent on Village Board approval. The order was entered into the Ford order bank on Friday September 09, 2022 and confirmed at 1:23 pm. by Sutton Ford. **This order can be canceled if the Village Board does not approve the purchase. **

The State of Illinois has created specifications that mirror our specs and they have completed the required competitive bidding process. The Village receives low bid pricing due to high volume group purchasing. The Village staff also saves time and the cost of doing this process.

The State of Illinois joint purchasing program exemplifies the benefits of intergovernmental cooperation on a regional basis. The goal is to combine the resources and purchasing power of governments to jointly negotiate advantageous contract terms on a line of high quality products at the lowest possible price. Economies of scale in terms of pricing and staff resources are the prime objectives of the Joint Purchasing Program. By purchasing through the State of Illinois contract, the Village will save time and money. Staff works diligently to avoid the needless duplication of effort involved in the procurement process.

The Equipment Services Division created vehicle specifications and received the applicable State of Illinois joint purchase contract.

VENDOR	QTY/MAKE/MODEL	CONTRACT PRICE
Sutton Ford (State of Illinois joint purchase Contract)	3-2023 Ford Police Utility Non-Hybrid Interceptors	\$134,388
Sutton Ford (State of Illinois joint purchase Contract)	1-2023 Ford Explorer Utility Hybrid	\$43,845

The Equipment Services staff researched and developed specifications that would allow the Village to obtain the equipment that best meets the needs of the Police Department and the Public Works Department at the most competitive price. The staff is recommending that the Village Board approve the purchase of three (3) 2023 Ford Police Utility vehicles and one (1) 2023 Ford Explorer Hybrid Utility vehicle from Sutton Ford of Matteson, Illinois, for the amount of \$178,233. Funding should be expensed to the FY23 Equipment Services Capital Outlay -Vehicles Fund 65000-570155.

Budget Impact:

In the proposed FY23 Department request and in the Equipment Services Capital Outlay budget, the ESD has proposed \$204,000 for the purchase of three Police patrol vehicles and one Public Works director's administration vehicle. This amount includes approximately \$26,000 to upfit the three police vehicles with emergency equipment after delivery but before they are put into service.

The cost of the lowest responsible competitive bid for the four vehicles is \$178,233, which is within budget. Funding should be expensed to the FY23 Equipment Services Capital Outlay -Vehicles Fund 65000-570155.

Action Requested:

Motion to adopt, pursuant to Section 1-10-7 of the Glen Ellyn Village Code, the competitive bidding procedures of the State of Illinois Management Services Group in lieu of the provisions of Chapter 10 on Village Contracts and approve the purchase of three (3) 2023 Ford Police Utility vehicles and one (1) 2023 Ford Explorer Hybrid Utility vehicle from Sutton Ford of Matteson, Illinois, in the amount of \$178,233 to be expensed to the Equipment Services Fund.

Attachments:

1. SKM_C45822091813230

BUDGET PROJECTION 2023 2023 ANNUAL BUDGET

ORG	OBJECT PROJ	ACCOUNT DESCRIPTION	CURRENT ADJ BUDGET	PROJECTED ACTUAL	Department	PERCENT CHANGE
65000	540000	DEPRECIATION	.00	.00	.00	.00
	650 -40-650-000-000-0-0-540000-					
65000	570155	VEHICLES	761,000.00	850,000.00	1,890,000.00	148.36
	650 -40-650-000-000-0-0-570155-					
		REPLACE POLICE PATROL SQUAD 02	1.00	52,000.00	52,000.00	
		REPLACE POLICE INVESTIGATIONS 06	1.00	52,000.00	52,000.00	
		REPLACE POLICE PATROL SQUAD 09	1.00	52,000.00	52,000.00	
		REPLACE PW FORESTRY DIVISION 202	1.00	395,000.00	395,000.00	
		REPLACE PW WATER DIVISION 205	1.00	395,000.00	395,000.00	
		REPLACE PW ADMIN DIVISION 212	1.00	48,000.00	48,000.00	
		REPLACE PW SEWER DIVISION 234	1.00	175,000.00	175,000.00	
		REPLACE PW FORESTRY DIVISION 241	1.00	100,000.00	100,000.00	
		REPLACE PW FORESTRY DIVISION 247	1.00	95,000.00	95,000.00	
		REPLACE PW FORESTRY DIVISION 253	1.00	125,000.00	125,000.00	
		REPLACE PW SEWER DIVISION 261	1.00	300,000.00	300,000.00	
		REPLACE FACILITIES MAINTENANCE 218	1.00	56,000.00	56,000.00	
		REPLACE FACILITIES MAINTENANCE 223	1.00	45,000.00	45,000.00	
65000	580101	CAPITAL ASSET ACCRUAL ADJ	.00	.00	.00	.00
	650 -40-650-000-000-0-0-580101-					
65000	580110	EQUIPMENT/CAPITAL OUTLAY	19,500.00	23,000.00	19,500.00	.00
	650 -40-650-000-000-0-0-580110-					
		SHOP TOOLS	1.00	4,500.00	4,500.00	
		TIRE CHANGER	1.00	15,000.00	15,000.00	
65000	590113	FACIL. MAINT SERVICE CHARGE	10,000.00	10,000.00	15,100.00	51.00
	650 -40-650-000-000-0-0-590113-					
		IFT- FACILITIES MAINTENANCE SERVICE CHARGE	1.00	15,100.00	15,100.00	
65000	590120	ACCOUNTING SERVICE CHARGE	.00	.00	.00	.00
	650 -40-650-000-000-0-0-590120-					
65000	590130	PW SERVICE CHARGE	14,300.00	14,300.00	15,000.00	4.90
	650 -40-650-000-000-0-0-590130-					
		IFT - PUBLIC WORKS SERVICE CHARGE	1.00	15,000.00	15,000.00	
65000	590600	TRANSFER TO INSURANCE - HEALTH	63,700.00	63,700.00	65,500.00	2.83
	650 -40-650-000-000-0-0-590600-					
		HEALTH INSURANCE TRANSFER TO INSURANCE FUND	1.00	65,500.00	65,500.00	
65000	590610	TRANSFER TO INSURANCE - GEN	12,300.00	12,300.00	15,500.00	26.02
	650 -40-650-000-000-0-0-590610-					
		GENERAL INSURANCE TRANSFER TO INSURANCE FUND	1.00	15,500.00	15,500.00	

Current Year:

2022

Computes depreciation amounts for calendar year:

2023

Dept./Division & Vehicle No.	Service Date	Vehicle Description	Vehicle Cost	Econ. Life	Dep. Rate	Repl. Cost	Yrs. Left	Prior Contrib.	Contrib. To Date	Remaining Contrib.	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
P.W. - Administration																						
212	2020	2016 Ford Explorer	0	7	4%	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
216	2018	2020 Ford Escape	27,600	7	4%	35,200	4	14,537	19,703	20,663	5,168	5,168	5,168	5,168	5,168	5,168	5,168	5,168	5,168	5,168	5,168	
219	2016	2016 Ford Transit Connect	23,800	10	4%	33,320	4	19,056	23,297	13,964	3,341	3,341	3,341	3,341	3,341	3,341	3,341	3,341	3,341	3,341	3,341	
222	2016	2018 Ford Transit Connect	24,100	10	4%	33,740	5	17,328	20,811	16,411	3,282	3,282	3,282	3,282	3,282	3,282	3,282	3,282	3,282	3,282	3,282	
FUEL ISLAND																						
212	2012	2018 Ford Transit Connect	18,000	20	0%	18,000	11	8,595	9,405	9,405	855	855	855	855	855	855	855	855	855	855	855	
P.W. - Street Forestry																						
200	2020	2022 FH	198,000	10	4%	278,000	9	27,890	55,720	250,740	27,890	27,890	27,890	27,890	27,890	27,890	27,890	27,890	27,890	27,890	27,890	
201	2015	2018 Freightliner 108SD	180,200	10	4%	252,280	4	152,289	177,287	99,991	24,998	24,998	24,998	24,998	24,998	24,998	24,998	24,998	24,998	24,998	24,998	
202	2009	2010 FH 7400	155,300	10	4%	217,420	-2	217,420	217,420	19,832	19,832	0	0	0	0	0	0	0	0	0	0	
203	2012	2012 FH 7400	157,400	10	4%	220,300	-1	220,528	220,360	19,832	19,832	0	0	0	0	0	0	0	0	0	0	
204	2020	2020 FH	216,000	10	4%	301,000	9	30,100	60,200	270,800	30,100	30,100	30,100	30,100	30,100	30,100	30,100	30,100	30,100	30,100	30,100	
205	2012	Ford F550/Miltec A137G	98,700	10	4%	121,980	9	110,496	121,380	10,924	10,924	10,924	10,924	10,924	10,924	10,924	10,924	10,924	10,924	10,924	10,924	
213	2012	Ford F550/Miltec A137G	98,700	10	4%	121,980	9	110,496	121,380	10,924	10,924	10,924	10,924	10,924	10,924	10,924	10,924	10,924	10,924	10,924	10,924	
219	2018	2020 Ford F-350	29,300	7	4%	37,500	4	16,402	21,678	6,276	6,276	6,276	6,276	6,276	6,276	6,276	6,276	6,276	6,276	6,276	6,276	
221	2017	2019 Ford F-450	62,000	7	4%	87,300	6	39,607	48,089	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	
222	2012	2014 Ford F-350	62,000	7	5%	82,300	-2	82,300	82,300	0	0	0	0	0	0	0	0	0	0	0	0	
226	2012	2014 Ford F-350	62,000	7	5%	82,300	-2	82,300	82,300	0	0	0	0	0	0	0	0	0	0	0	0	
228	2012	2014 Ford F-450	69,500	7	5%	87,300	-2	87,300	87,300	0	0	0	0	0	0	0	0	0	0	0	0	
228	2012	2014 Ford F-450	69,500	7	5%	87,300	-2	87,300	87,300	0	0	0	0	0	0	0	0	0	0	0	0	
234	2020	2022 Ford F-450	83,600	15	3%	85,000	1	58,867	65,868	59,333	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	
234	2020	2022 Ford F-450	83,600	15	3%	85,000	1	58,867	65,868	59,333	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	
234	2020	2022 Ford F-450	83,600	15	3%	85,000	1	58,867	65,868	59,333	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	
234	2020	2022 Ford F-450	83,600	15	3%	85,000	1	58,867	65,868	59,333	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	
234	2020	2022 Ford F-450	83,600	15	3%	85,000	1	58,867	65,868	59,333	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	
234	2020	2022 Ford F-450	83,600	15	3%	85,000	1	58,867	65,868	59,333	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	
234	2020	2022 Ford F-450	83,600	15	3%	85,000	1	58,867	65,868	59,333	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	
234	2020	2022 Ford F-450	83,600	15	3%	85,000	1	58,867	65,868	59,333	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	
234	2020	2022 Ford F-450	83,600	15	3%	85,000	1	58,867	65,868	59,333	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	
234	2020	2022 Ford F-450	83,600	15	3%	85,000	1	58,867	65,868	59,333	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	
234	2020	2022 Ford F-450	83,600	15	3%	85,000	1	58,867	65,868	59,333	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	
234	2020	2022 Ford F-450	83,600	15	3%	85,000	1	58,867	65,868	59,333	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	
234	2020	2022 Ford F-450	83,600	15	3%	85,000	1	58,867	65,868	59,333	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	
234	2020	2022 Ford F-450	83,600	15	3%	85,000	1	58,867	65,868	59,333	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	
234	2020	2022 Ford F-450	83,600	15	3%	85,000	1	58,867	65,868	59,333	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	
234	2020	2022 Ford F-450	83,600	15	3%	85,000	1	58,867	65,868	59,333	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	
234	2020	2022 Ford F-450	83,600	15	3%	85,000	1	58,867	65,868	59,333	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	
234	2020	2022 Ford F-450	83,600	15	3%	85,000	1	58,867	65,868	59,333	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	
234	2020	2022 Ford F-450	83,600	15	3%	85,000	1	58,867	65,868	59,333	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	
234	2020	2022 Ford F-450	83,600	15	3%	85,000	1	58,867	65,868	59,333	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	
234	2020	2022 Ford F-450	83,600	15	3%	85,000	1	58,867	65,868	59,333	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	
234	2020	2022 Ford F-450	83,600	15	3%	85,000	1	58,867	65,868	59,333	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	
234	2020	2022 Ford F-450	83,600	15	3%	85,000	1	58,867	65,868	59,333	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	
234	2020	2022 Ford F-450	83,600	15	3%	85,000	1	58,867	65,868	59,333	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	
234	2020	2022 Ford F-450	83,600	15	3%	85,000	1	58,867	65,868	59,333	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	
234	2020	2022 Ford F-450	83,600	15	3%	85,000	1	58,867	65,868	59,333	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	
234	2020	2022 Ford F-450	83,600	15	3%	85,000	1	58,867	65,868	59,333	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	
234	2020	2022 Ford F-450	83,600	15	3%	85,000	1	58,867	65,868	59,333	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	
234	2020	2022 Ford F-450	83,600	15	3%	85,000	1	58,867	65,868	59,333	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	
234	2020	2022 Ford F-450	83,600	15	3%	85,000	1	58,867	65,868	59,333	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	9,722	
234	2020	2022 Ford F-450	83,600	15	3%	85,000	1	58,867	65,868	59,333												

EQUIPMENT SERVICES REPLACEMENT SCHEDULE

Current year:

2022

Campuses depreciation amounts for calendar year:

2023

Dep/Division & Vehicle No.	Service Date	Vehicle Description	Vehicle Cost	Econ. Life	Dep. Rate	Repl. Cost	Yrs. Left	Prior Contrib.	Contrib. To Date	Remaining Contrib.	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Community Development																						
207	2018	2020 Ford Escape	21,900	7	4%	28,032	4	12,148	16,119	15,884	3,671	3,671	3,671	3,671	0	0	0	0	0	0	0	0
211	2018	2020 Ford Escape	25,800	7	4%	33,152	5	9,030	13,654	24,122	4,824	4,824	4,824	4,824	0	0	0	0	0	0	0	0
215	2018	2020 Ford Escape	21,800	7	4%	28,032	4	12,148	16,119	15,884	3,671	3,671	3,671	3,671	0	0	0	0	0	0	0	0
217	2018	2020 Ford Escape	25,800	7	4%	33,152	5	9,030	13,654	24,122	4,824	4,824	4,824	4,824	0	0	0	0	0	0	0	0
219	2018	2020 Ford Escape	25,800	7	4%	33,152	5	9,030	13,654	24,122	4,824	4,824	4,824	4,824	0	0	0	0	0	0	0	0
FUEL ISLAND	2012	Inspector vehicle	8,000	20	0%	8,000	11	65,223	78,017	108,287	22,794	22,794	22,794	22,794	14,818	378	378	378	378	378	378	0
TOTAL GENERAL FUND																						
			4,592,261			5,393,503		3,100,767	3,719,828	2,612,106	423,031	389,568	366,160	355,383	262,272	244,516	141,483	130,603	106,652	38,732	38,732	1,464
PM-Water																						
208	2003	2004 IH 7400	66,182	12	4%	97,449	4	97,449	97,949	0	0	0	0	0	0	0	0	0	0	0	0	0
209	2018	2020 Ford Escape	21,800	7	4%	28,032	4	12,148	16,119	15,884	3,671	3,671	3,671	3,671	0	0	0	0	0	0	0	0
210	2010	JCB 30CX15	84,606	10	4%	132,448	-1	132,448	132,448	0	0	0	0	0	0	0	0	0	0	0	0	0
225	2018	2020 Chevrolet Colorado	24,600	7	3%	29,766	4	13,033	17,216	16,733	4,183	4,183	4,183	4,183	0	0	0	0	0	0	0	0
226	2013	2014 Ford Transit Connect	31,850	7	3%	38,539	-1	38,539	38,539	0	0	0	0	0	0	0	0	0	0	0	0	0
227	2016	2022 Ford F350 Utility	76,000	10	4%	105,400	10	0	10,640	106,400	10,640	10,640	10,640	10,640	10,640	10,640	10,640	10,640	10,640	10,640	10,640	0
228	2020	2022 Ford F800	166,100	10	4%	201,140	9	20,300	43,227	210,840	23,427	23,427	23,427	23,427	23,427	23,427	23,427	23,427	23,427	23,427	23,427	0
229	2018	2020 Ford Transit-250	30,000	10	4%	42,000	0	12,164	16,426	29,836	4,262	4,262	4,262	4,262	4,262	4,262	4,262	4,262	4,262	4,262	4,262	0
230	2014	2018 Ford F450	80,050	7	4%	102,464	0	35,532	41,620	5,988	5,988	5,988	5,988	5,988	0	0	0	0	0	0	0	0
231	2016	2018 Ford F350	32,750	7	4%	41,620	-1	17,229	17,229	0	0	0	0	0	0	0	0	0	0	0	0	0
FUEL ISLAND	1989	Sullivan comm.	11,892	15	3%	72,000	13	33,426	38,750	38,750	3,325	3,325	3,325	3,325	3,325	3,325	3,325	3,325	3,325	3,325	3,325	0
	2012		737,670	20	0%	879,607	11	551,653	613,347	428,244	61,744	49,808	49,808	49,808	49,808	41,654	41,654	37,392	37,392	37,392	13,866	0
PM-Sewer																						
210	2020	2021 JCB 30CX15	90,276	10	4%	138,086	9	13,898	27,792	135,084	13,898	13,898	13,898	13,898	13,898	13,898	13,898	13,898	13,898	13,898	13,898	0
214	2012	2014 Chevrolet 938K	180,200	15	7%	238,610	6	238,610	240,723	147,784	24,627	24,627	24,627	24,627	24,627	24,627	24,627	24,627	24,627	24,627	24,627	0
224	2006	2006 Freightliner	425,500	10	4%	655,700	10	2,395,234	287,812	357,466	59,578	59,578	59,578	59,578	59,578	59,578	59,578	59,578	59,578	59,578	59,578	0
224	2006	2006 IH 7400 Dump	78,797	10	4%	102,516	-5	102,516	102,516	0	0	0	0	0	0	0	0	0	0	0	0	0
224	2010	2010 IH 4300 Dump	174,985	10	4%	224,679	-1	224,679	224,679	0	0	0	0	0	0	0	0	0	0	0	0	0
224	2017	2018 Ford F450	74,600	10	4%	104,440	6	41,814	52,552	63,093	10,518	10,518	10,518	10,518	10,518	10,518	10,518	10,518	10,518	10,518	10,518	0
224	2017	2018 Ford F450	74,600	10	4%	104,440	6	41,814	52,552	63,093	10,518	10,518	10,518	10,518	10,518	10,518	10,518	10,518	10,518	10,518	10,518	0
225	2016	2018 Ford Transit Connect	24,000	7	4%	30,720	2	22,004	26,882	8,716	4,358	4,358	4,358	4,358	0	0	0	0	0	0	0	0
225	2016	2018 Ford Transit Connect	46,700	10	4%	60,700	8	12,089	16,338	52,391	6,549	6,549	6,549	6,549	0	0	0	0	0	0	0	0
252	2019	2020 JCB 270	150,000	5	4%	180,000	1	144,000	180,000	38,000	38,000	38,000	38,000	38,000	0	0	0	0	0	0	0	0
FUEL ISLAND	2017	1984 Chevrolet P30	74,000	20	0%	74,000	11	35,335	38,850	38,850	3,515	3,515	3,515	3,515	3,515	3,515	3,515	3,515	3,515	3,515	3,515	0
	2012		1,400,657			2,015,570		1,123,753	1,283,241	881,807	189,479	133,478	129,120	129,120	129,120	129,120	23,962	23,962	17,413	3,515	3,515	0
PM-Equipment Services																						
300	2006	2007 Ford 250	32,375	7	3%	39,174	-8	7,706	7,706	31,468	0	0	0	0	0	0	0	0	0	0	0	0
FUEL ISLAND	2012	Service truck	23,000	20	0%	23,000	11	10,893	12,076	12,076	1,092	1,092	1,092	1,092	1,092	1,092	1,092	1,092	1,092	1,092	1,092	0
			55,375			62,174		18,686	19,781	43,486	1,092	1,092	1,092	1,092	1,092	1,092	1,092	1,092	1,092	1,092	1,092	0
TOTAL - ALL FUNDS																						
			6,745,963			8,866,454		4,890,811	5,646,187	3,075,643	755,316	583,047	549,181	535,405	434,139	416,383	208,192	183,049	161,548	57,304	46,864	1,494

Frank Frasco

From: Sutton Ford Fleet Department <bhall+suttonford.com@ccsend.com>
Sent: Tuesday, September 6, 2022 3:57 PM
To: Frank Frasco
Subject: Final Order Date for Explorer Police Utility 9/9/22

[EXTERNAL EMAIL]



Final Order Date - Friday, September 9th
Ford Explorer Police Utility 2023 Model Year

State of Illinois Joint Purchasing Master Contract
for Ford Police Pursuit Vehicles
is now held by Sutton Ford

Prepared for: FRANK FRASCO

GLEN ELLYN

Prepared by: Brittany Hall

09/15/2022



Sutton Ford Inc. | 21315 Central Avenue Matteson Illinois | 604432893

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320 | Quote ID: mokenapd

As Configured Vehicle

Code	Description
Base Vehicle	
K8A	Base Vehicle Price (K8A)
Packages	
500A	Order Code 500A
Powertrain	
99B	Engine: 3.3L V6 Direct-Injection (FFV)
44U	Transmission: 10-Speed Automatic (44U)
STDAX	3.73 Axle Ratio
STDGV	GVWR: 6,840 lbs (3,103 kgs)
Wheels & Tires	
STDTR	Tires: 255/60R18 AS BSW
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel
Seats & Seat Trim	
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear
Other Options	
PAINT	Monotone Paint Application
119WB	119" Wheelbase
STDRD	Radio: AM/FM/MP3 Capable
66A	Front Headlamp Lighting Solution
66B	Tail Lamp Lighting Solution
66C	Rear Lighting Solution
67H	Ready for the Road Package
41H	Engine Block Heater
153	Front License Plate Bracket

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: FRANK FRASCO

GLEN ELLYN

Prepared by: Brittany Hall

09/15/2022



Sutton Ford Inc. | 21315 Central Avenue Matteson Illinois | 604432893

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320 | Quote ID: mokenapd

As Configured Vehicle (cont'd)

Code	Description
43D	Dark Car Feature
17T	Switchable Red/White Lighting in Cargo Area
21L	Front Warning Auxiliary LED Lights
60A	Grille LED Lights, Siren & Speaker Pre-Wiring
51R	Driver Only LED Spot Lamp (Unity)
52P	Hidden Door-Lock Plunger
18D	Global Lock/Unlock Feature
55F	Remote Keyless Entry Key Fob w/o Key Pad
59B	Keyed Alike - 1284x
85R	Rear Console Plate
549	Heated Sideview Mirrors
47A	Police Engine Idle Feature
76R	Reverse Sensing System
60R	Noise Suppression Bonds (Ground Straps)
18X	100 Watt Siren/Speaker w/Bracket & Pigtail

Emissions

425	50 State Emission System
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Interior Color

96_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear
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Exterior Color

UM_01	Agate Black
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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: FRANK FRASCO

GLEN ELLYN

Prepared by: Brittany Hall

09/15/2022

Sutton Ford Inc. | 21315 Central Avenue Matteson Illinois | 604432893



2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320 | Quote ID: mokenapd

Pricing Summary - Single Vehicle

Vehicle Pricing: \$44,796.00

Quantity: 3

Total: \$134,388.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



2023 Ford Explorer Police Utility
State of Illinois
Joint Purchasing Master Contract



ORDER CUTOFF DATE: Friday, September 9, 2022



Contact: Brittany Hall, Fleet Manager
Phone: 708-720-8035
Email: bhall@suttonford.com

**Please contact us to learn about ready for the road turnkey packages and
municipal leasing options.**

2023 Ford Explorer Police Utility

Please enter the following:

Agency Name & Address

VILLAGE OF GLEN ELLYN

30 S. LAMBERT RD.

GLEN ELLYN, IL 60137

Contact Name

FRANK FRASCO

Phone Number

(630) 547-5505 (630) 742-3296 (CELL)

Purchase Order Number

20230001

Tax Exempt Number

E9997 4450 07

Delivery Address

30 S. LAMBERT RD.

GLEN ELLYN, IL 60137

FIN Q3855

Please Submit Tax Exempt Letter with Vehicle Order:

Sutton Ford

21321 Central Ave.

Matteson, IL 60443

Contact: Brittany Hall

Phone: (708)720-8035

Email: bhall@suttonford.com

If We Have Missed an Option, Please Contact Our Office

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

OFFICIAL DOCUMENT

Illinois Sales Tax Exemption Certificate



VILLAGE OF GLEN ELLYN

535 DUANE ST
GLEN ELLYN IL 60137-4675

Sales Tax Exemption Certificate

Issue date:

02/10/2020

Expiration date:

03/01/2025

Sales Tax Exemption

E99974452

Organization type:

Governmental

This entity is authorized under the Retailers' Occupation Tax Act to purchase tangible personal property for use or consumption tax-free.

ILLINOIS REVENUE
[Signature]
Director

OFFICIAL DOCUMENT - DO NOT DESTROY

**Base Vehicles,
Optional Equipment,
and Upfitting**

Vehicle Quantity:

THREE (3)

Base Vehicle Bid Lines

BID LINE	ENGINES	Option Code	Price	Selection
STD	Police Interceptor Utility AWD	K8A	STD	STD
46	AWD 3.3L V6 Direct-Injection Hybrid Engine System with 10-Speed Automatic Transmission (136-MPH Top Speed)- Includes all standard equipment: Power windows and door locks; Air conditioning and heat climate control; AM/FM radio, clock and bluetooth capability; Cruise control, Front cloth bucket seats with power driver's seat; Rear vinyl split bench seat; heated foldaway power exterior mirrors; Keyless entry with single key for entry, ignition, trunk and glovebox; 3 key sets for each vehicle; Steering wheel program.; Noise suppression ground straps; Rear view camera in center stack; Secure idle; Each vehicle individually keyed	99W/44B	\$ 42,424.00	☐
49	AWD 3.3L V6 Direct-Injection FFV with 10-Speed Automatic Transmission (136-MPH Top Speed) Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank- Includes all standard equipment: Power windows and door locks; Air conditioning and heat climate control; AM/FM radio, clock and bluetooth capability; Cruise control, Front cloth bucket seats with power driver's seat; Rear vinyl split bench seat; heated foldaway power exterior mirrors; Keyless entry with single key for entry, ignition, trunk and glovebox; 3 key sets for each vehicle; Steering wheel program.; Noise suppression ground straps; Rear view camera in center stack; Secure idle; Each vehicle individually keyed	99B/44U	\$ 39,923.00	☒
50	AWD 3.0L V6 EcoBoost® with 10-Speed Automatic Transmission – (148-MPH Top Speed) Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank) -Includes all standard equipment: Power windows and door locks; Air conditioning and heat climate control; AM/FM radio, clock and bluetooth capability; Cruise control, Front cloth bucket seats with power driver's seat; Rear vinyl split bench seat; heated foldaway power exterior mirrors; Keyless entry with single key for entry, ignition, trunk and glovebox; 3 key sets for each vehicle; Steering wheel program.; Noise suppression ground straps; Rear view camera in center stack; Secure idle; Each vehicle individually keyed	99C/44U	\$ 43,301.00	☐

COLORS	Option Code	Price	Selection
Medium Brown Metallic	BU	N/C	☐
Arizona Beige Metallic Clearcoat	E3	N/C	☐
Vermillion Red	E4	N/C	☐
Blue Metallic	FT	N/C	☐
Smokestone Metallic	HG	N/C	☐
Kodiak Brown Metallic	J1	N/C	☐
Dark Toreador Red Metallic	JL	N/C	☐
Iconic Silver Metallic	JS	N/C	☐
Dark Blue	LK	N/C	☐
Royal Blue	LM	N/C	☐
Light Blue Metallic	LN	N/C	☐
Silver Grey Metallic	TN	N/C	☐
Sterling Grey Metallic	UJ	N/C	☐
Agate Black	UM	N/C	☒
Medium Titanium Metallic	YG	N/C	☐
Oxford White	M7	N/C	☒
Carbonized Grey	M7	N/C	☐

Vehicle Options

EQUIPMENT GROUP	Option Code	Price	Selection
Interior Upgrade Package 1-and 2-Row Carpet Floor Covering - Cloth Seats – Rear - Center Floor Console less shifter (Maintains Column Shifter) - Includes Console and Top Plate with 2 cup holders - Floor Mats, front and rear (carpeted) - Includes SYNC 3®	65U	\$ 367.00	☐
Front Headlamp Lighting Solution - Includes LED Low beam/High beam headlamp, Wig-wag function and (2) Red/Blue/White LED side warning lights in each headlamp (factory configured: driver's side White/Red / passenger side White/Blue) - Includes pre-wire for grille LED lights, siren and speaker (60A) - Wiring, LED lights included (in headlamps only; grille lights not included). Controller "not" included Note: Not available with option: 67H Note: Recommend using Ultimate Wiring Package (67U)	66A	\$ 841.00	☐
Tail Lamp / Police Interceptor Housing Only Pre-existing holes with standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies) Note: Not available with options: 66B and 67H	86T	\$ 56.00	☐
Tail Lamp Lighting Solution - Includes LED lights plus two (2) rear integrated hemispheric lighthouse white LED side warning lights in taillamps - LED lights only. Wiring, controller "not" included Note: Not available with option: 67H, 86T Note: Recommend using Ultimate Wiring Package (67U)	66B	\$ 405.00	☐
Rear Lighting Solution - Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass - Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open) - LED lights only. Wiring, controller "not" included Note: Not available with option: 67H Note: LED lights only – does "not" include wiring or controller Note: Recommend using Ultimate Wiring Package (67U)	66C	\$ 428.00	☐
Ready for the Road Package: All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus - Whelen Cencom Light Controller Head with dimmable backlight - Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor control (mounted behind 2~ row seat) - Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtails - High current pigtail - Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head - Pre-wiring for grille LED lights, siren and speaker (60A) - Rear console plate (85R) – contours through 2~ row; channel for wiring - Grille linear LED Lights (Red / Blue) and harness 100-Watt Siren / Speaker - Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) (52P) Note: Not available with options: 66A, 66B, 66C, 67U and 65U	67H	\$ 3,379.00	☒
Ultimate Wiring Package Includes the following: - Rear console mounting plate (85R) – contours through 2~ row; channel for wiring - Pre-wiring for grille LED lights, siren and speaker (60A) - Wiring harness I/P to rear cargo area (overlay) - Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille) - One (1) 10-amp siren/speaker circuit engine compartment - Rear hatch/cargo area wiring – supports up to six (6) rear LED lights - Does "not" include LED lights, side connectors or controller Note: Recommend Police Wire Harness Connector Kit 67V Note: Not available with options: 65U, 67H	67U	\$ 526.00	☐
Police Wire Harness Connector Kit – Front/Rear For connectivity to Ford PI Package solutions includes: Front (2) Male 4-pin connectors for siren (5) Female 4-pin connectors for lighting/siren/speaker (1) 4-pin IP connector for speakers (1) 4-pin IP connector for siren controller connectivity (1) 8-pin sealed connector (1) 14-pin IP connector Rear (2) Male 4-pin connectors for siren (5) Female 4-pin connectors for lighting/siren/speaker (1) 4-pin IP connector for speakers (1) 4-pin IP connector for siren controller connectivity (1) 8-pin sealed connector (1) 14-pin IP connector	67V	\$ 174.00	☐

Vehicle Options Continued

EQUIPMENT GROUP	Option Code	Price	Selection
Audio / Video			
12.1" Integrated Computer Screen - Includes 12.1" touchscreen display in center stack and allows for operation of laptop in remote location to free up cabin space in front passenger area - Includes Audio Video Extender (AVX) box, (2) AVX cables, (2) USB cables and (1) HDMI cable - Includes SYNC 3 ®	47E	\$ 2,580.00	☐
Rear View Camera displayed in rear view mirror (Includes Electrochromic Rear View Mirror) Note: Not recommended with option 47E 12.1" Integrated Computer Screen Note: This option replaces the standard display in the center stack area. Note: Camera can only be displayed in the center stack (std) "OR" the rear view mirror (87R)	87R	N/C	STD
Rear Camera On-Demand – allows driver to enable rear camera on-demand	19V	\$ 217.00	☐
Doors / Locks			
Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) Note: Not available with 68G – includes all content of 68G Note: Can manually remove window or door disable plate with special tool Note: Locks/windows operable from driver's door switches	52P	\$ 150.00	☐
Rear-Door controls Inoperable (locks, handles and windows) Note: Not available with 52P. Note: Can manually remove window or door disable plate with special tool Note: Locks/windows operable from driver's door switches	68G	N/C	STD
Global Lock / Unlock feature (Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless Entry)	18D	N/C	STD
Remote Keyless-Entry Key Fob (w/o Keypad, less PATS) – (includes 4-key fobs) Note: Available with Keyed Alike, however, key fobs are "not" fobbed alike when ordered with Keyed Alike	55F	\$ 320.00	STD
Keys (Note: Can be ordered with Remote Keyless-Entry – 55F): Not Available with Perimeter Anti-Theft Alarm (593)			
Keyed Alike – 1435x	59E	\$ 47.00	☐
Keyed Alike – 1284x	59B	\$ 47.00	☒
Keyed Alike – 0135x	59D	\$ 47.00	☐
Keyed Alike – 0576x	59F	\$ 47.00	☐
Keyed Alike – 1111x	59J	\$ 47.00	☐
Keyed Alike – 1294x	59C	\$ 47.00	☐
Keyed Alike – 0151x	59G	\$ 47.00	☐
Flooring / Seats			
1 st and 2 nd row carpet floor covering (includes floor mats, front and rear)	16C	\$ 118.00	☐
2 nd Row Cloth Seats	88F	\$ 56.00	☐
Power Passenger Seat (8-way) w/2-way power recline and lumbar	87P	\$ 306.00	☐
Rear Console Plate Note: Not available with option: 65U, 85D	85R	\$ 42.00	☐
Safety & Security			
Ballistic Door-Panels (Level III+) – Driver Front-Door Only	90D	\$ 1,490.00	☐
Ballistic Door-Panels (Level III+) – Driver & Pass Front-Doors	90E	\$ 2,979.00	☐
Ballistic Door-Panels (Level IV+) – Driver Front-Door Only	90F	\$ 2,270.00	☐
Ballistic Door-Panels (Level IV+) – Driver & Pass Front-Doors	90G	\$ 4,541.00	☐
BLIS® – Blind Spot Monitoring with Cross-traffic Alert Note: Includes manual fold-away mirrors, w/heat, w/o memory, w/o puddle lamps	55B	\$ 512.00	☐
Police Perimeter Alert – detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking. Note: *Now enables rearview camera image display in the rear view mirror option (87R) when Rear Camera on Demand (19V) is ordered	68B	\$ 635.00	☐
Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning and Automatic Emergency Braking) Note: Includes unique one-touch temporary disable switch for Law Enforcement use Note: Not available with option 96V	76P	\$ 136.00	☐
Mirrors – Heated Sideview Note: Not required when ordering BLIS® (heated mirror is included with BLIS®)	549	\$ 50.00	☒

OMIT 87R

OMIT 68G

INCL. IN BASE Bid

Vehicle Options Continued

EQUIPMENT GROUP	Option Code	Price	Selection
Safety & Security (continued)			
Perimeter Anti-Theft Alarm - Activated by Hood, Door or Liftgate; when unauthorized entry occurs, system will flash the headlamps, parking lamps and sound the horn - Requires Keyless-Entry Key Fob (55F) Note: Cannot be ordered with Keyed-Alike options	593	\$112.00	☐
Police Engine Idle feature <i>SECURE IDLE</i> This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling.	47A	\$ 244.00	STD
Reverse Sensing System	76R	\$ 259.00	☒
Misc			
Rear Auxiliary Air Conditioning Note: Now available with Cargo Storage Vault (63V).	17A	\$ 573.00	☐
Badge Delete - Deletes the "Police Interceptor" badging on rear liftgate - Deletes the "Interceptor" badging on front hood (EcoBoost®)	16D	N/C	☐
Cargo Storage Vault (includes lockable door and compartment light) Note: Now available with Aux Air Conditioning (17A).	63V	\$ 230.00	☐
H8 AGM Battery (850 CCA/92-amp)	19K	\$ 103.00	☐
Low-Band Frequency Noise Suppression Kit - Recommended for agencies that operate radio equipment in the 39-46 MHz frequency range (VHF Low Band – Channels 1-9) - Provides noise suppression for in-car two-way radio communication devices in the 39-46 MHz frequency range Note: Noise Suppression Bonds (60R) do not provide adequate noise suppression in this frequency range	68E	\$ 183.00	☐
Noise Suppression Bonds (Ground Straps) Note: Low-Band Frequency Noise Suppression Kit (68E) recommended for agencies that operate radio equipment in the 39-46 MHz frequency range (VHF Low Band – Channels 1-9)	60R	\$ 94.00	☒
Rear Bumper Step Pad	16P	\$ 89.00	☐
100 Watt Siren/Speaker (includes bracket and pigtail)	18X	N/C	STD
OBD-II Split Connector – Allows up to 2 devices to be connected to the vehicle's OBD-II port	61B	\$ 52.00	☐

INCL. IN BASE BID

INCL. IN BASE BID

ONLY 18X

INCL. IN 6TH THAT IS SELECTED

Vehicle Options Continued

KEY EXTERIOR OPTIONS	Option Code	Price	Selection
Engine Block Heater	41H	\$ 85.00	☒
License Plate Bracket – Front	153	N/C	STD
Lamps / Lighting			
Dark Car Feature – Courtesy lamps disabled when any door is opened	43D	N/C	STD
Daytime Running Lamps (Permanently on – cannot be turned off or reprogrammed) Note: Replaces Standard Configurable Daytime Running Lamps for agencies that require Permanently on Daytime Running Lamps	942	\$42.00	☐
Switchable Red/White Lighting in Cargo Area (deletes 3- row overhead map light)	17T	\$ 47.00	☒
Front Warning Auxiliary LED Lights (Driver side – Red / Passenger side – Blue) Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U)	21L	\$ 517.00	☒
Front Interior Visor Light Bar (LED) • Super low-profile warning LED light bar fully integrated into the top of the windshield near the headliner – fully programmable. (Red/Red or Blue/Blue operation, White “take down” and “scene” capabilities) Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U) (when not ordering the Interior Upgrade Package [65U]) Note: Front/Rear Console Plate no longer required; can be ordered with Interior Upgrade Package (65U) Note: Not available with option 76P	96W	\$ 1,076.00	☐
Pre-wiring for grille LED lights, siren and speaker	60A	\$ 47.00	☐
Rear Auxiliary Liftgate Lights (Red/Blue LED Lights; located beneath liftgate glass in applique panel) • LED lights only. Wiring, controller “not” included Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U)	43A	\$ 371.00	☐
Rear Quarter Glass Side Marker LED Lights (Driver side – Red / Passenger side – Blue) • LED lights only. Wiring, controller “not” included Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U)	63L	\$ 541.00	☐
Rear Spoiler Traffic Warning Lights (LED) • Fully integrated in rear spoiler for enhanced visibility • Provides red/blue/amber directional lighting – fully programmable Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U) (when not ordering the Interior Upgrade Package [65U]) Note: Rear Console Plate no longer required; can be ordered with Interior Upgrade Package (65U)	96T	\$ 1,405.00	☐
Side Marker LED – Sideview Mirrors (Driver side – Red / Passenger side – Blue) • Located on exterior mirror housing • LED lights only. Wiring, controller “not” included Note: Requires Pre-wiring for grille LED Lights, siren and speaker (60A) Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U)	63B	\$ 273.00	☐
Spot Lamp Prep Kits			
Spot Lamp Prep Kit, Driver Only Note: Does not include spot lamp housing and bulb	51P	\$ 132.00	☐
Spot Lamp Prep Kit, Dual Driver and Passenger Note: Does not include spot lamp housing and bulbs	51W	\$ 264.00	☐
Spot Lamp – LED Bulb:			
Driver Only (Unity)	51R	\$ 371.00	☒
Driver Only (Whelen)	51T	\$ 394.00	☐
Dual (driver and passenger) (Unity)	51S	\$ 582.00	☐
Dual (driver and passenger) (Whelen)	51V	\$ 625.00	☐
Body			
Glass – Solar Tint 2-Row door glass, Rear Quarter and Liftgate Window (Deletes Privacy Glass)	92G	\$ 112.00	☐
Glass – Solar Tint 2-Row Only door glass, Privacy Glass on Rear Quarter and Liftgate Window	92R	\$ 80.00	☐
Underbody Deflector Plate (engine and transmission shield)	76D	\$ 315.00	☐
Wheels			
Wheel Covers (18" Full Face Wheel Cover) Note: Only available with the standard Police wheel, not available with 64E	65L	\$ 56.00	☐
18" Painted Aluminum Wheel Note: Spare wheel is an 18" conventional (Police) black steel wheel. Not available with 65L.	64E	\$ 447.00	☐

Upfit Options

Sutton Patrol Package (Bid Lines 81, 82, and 88)		Price
Pathfinder Siren Controller 100Watt Speaker Allegiant Light Bar 53" 2 Color C Series Red/White for Ford Grill Cut out C Series Blue/White for Ford Grill Cut out Rear ILS 3 Color Cargo Window Mounted- Micro Pulse Havis Console 12V/USB Charger Strip *Inclusive of all mounting hardware	\$ 5,989.00	☐
Additional Upfit Options Available: Contact for Pricing		
Partitons Prisoner Seat Cargo Box Dash Cameras Radar Docking Solutions Graphics Gun Racks Push Bumpers License Plate Readers	Call for Pricing	

Prepared for: FRANK FRASCO

GLEN ELLYN

Prepared by: Brittany Hall

09/15/2022



Sutton Ford Inc. | 21315 Central Avenue Matteson Illinois | 604432893

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320 | Quote ID: mokenapd

As Configured Vehicle

Code	Description
Base Vehicle	
K8A	Base Vehicle Price (K8A)
Packages	
500A	Order Code 500A
Powertrain	
99W	Engine: 3.3L V6 Direct-Injection Hybrid System
44B	Transmission: 10-Speed Automatic
STDAX	3.73 Axle Ratio
STDGV	GVWR: 6,840 lbs (3,103 kgs)
Wheels & Tires	
STDTR	Tires: 255/60R18 AS BSW
64E	Wheels: 18" Painted Aluminum
Seats & Seat Trim	
F	Unique HD Cloth Front Bucket Seats w/Cloth Rear
87P	8-Way Power Passenger Seat
Other Options	
PAINT	Monotone Paint Application
119WB	119" Wheelbase
STDRD	Radio: AM/FM/MP3 Capable
65U	Interior Upgrade Package
153	Front License Plate Bracket
942	Daytime Running Lamps
18D	Global Lock/Unlock Feature
55F	Remote Keyless Entry Key Fob w/o Key Pad

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GLEN ELLYN

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09/15/2022



Sutton Ford Inc. | 21315 Central Avenue Matteson Illinois | 604432893

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320 | Quote ID: mokenapd

As Configured Vehicle (cont'd)

Code	Description
16C	1st & 2nd Row Carpet Floor Covering
549	Heated Sideview Mirrors
47A	Police Engine Idle Feature
76R	Reverse Sensing System
16D	Badge Delete
60R	Noise Suppression Bonds (Ground Straps)
18X	100 Watt Siren/Speaker w/Bracket & Pigtail

Emissions

425	50 State Emission System
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Interior Color

F6_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Cloth Rear
-------	---

Exterior Color

YZ_01	Oxford White
-------	--------------

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GLEN ELLYN

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09/15/2022

Sutton Ford Inc. | 21315 Central Avenue Matteson Illinois | 604432893



2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320 | Quote ID: mokenapd

Pricing Summary - Single Vehicle

Vehicle Pricing: \$43,845.00

Quantity: 1

Total: \$43,845.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



2023 Ford Explorer Police Utility
State of Illinois
Joint Purchasing Master Contract



ORDER CUTOFF DATE: Friday, September 9, 2022



Contact: Brittany Hall, Fleet Manager
Phone: 708-720-8035
Email: bhall@suttonford.com

Please contact us to learn about ready for the road turnkey packages and municipal leasing options.

2023 Ford Explorer Police Utility

Please enter the following:

Agency Name & Address

VILLAGE OF GLEN ELLYN
30 S. LAMBERT RD.
GLEN ELLYN, IL 60137

Contact Name

FRANK FRASCO

Phone Number

(630) 542-5585 (630) 742-3896 (CELL)

Purchase Order Number

20230001

Tax Exempt Number

E9997 4452 07

Delivery Address

30 S. LAMBERT RD.
GLEN ELLYN, IL 60137

FIN-QB855

Please Submit Tax Exempt Letter with Vehicle Order:

Sutton Ford
21321 Central Ave.
Matteson, IL 60443
Contact: Brittany Hall
Phone: (708)720-8035
Email: bhall@suttonford.com

If We Have Missed an Option, Please Contact Our Office

OFFICIAL DOCUMENT

State of Illinois • Department of Revenue

OFFICIAL DOCUMENT

Illinois Sales Tax Exemption Certificate



VILLAGE OF GLEN ELLYN

535 DUANE ST
GLEN ELLYN IL 60137-4675

Sales Tax Exemption Certificate

Issue date:

02/10/2020

Expiration date:

03/01/2025

Sales Tax Exemption

E99974452

Organization type:

Governmental

This entity is authorized under the Retailers' Occupation Tax Act to purchase tangible personal property for use or consumption tax-free.

 **ILLINOIS REVENUE**
[Signature]
Director

OFFICIAL DOCUMENT - DO NOT DESTROY

**Base Vehicles,
Optional Equipment,
and Upfitting**

Vehicle Quantity:

ONE (1)

Base Vehicle Bid Lines

BID LINE	ENGINES	Option Code	Price	Selection
STD	Police Interceptor Utility AWD	K8A	STD	STD
46	AWD 3.3L V6 Direct-Injection Hybrid Engine System with 10-Speed Automatic Transmission (136-MPH Top Speed)- Includes all standard equipment: Power windows and door locks; Air conditioning and heat climate control; AM/FM radio, clock and bluetooth capability; Cruise control, Front cloth bucket seats with power driver's seat; Rear vinyl split bench seat; heated foldaway power exterior mirrors; Keyless entry with single key for entry, ignition, trunk and glovebox; 3 key sets for each vehicle; Steering wheel program.; Noise suppression ground straps; Rear view camera in center stack; Secure idle; Each vehicle individually keyed	99W/44B	\$ 42,424.00	☒
49	AWD 3.3L V6 Direct-Injection FFV with 10-Speed Automatic Transmission (136-MPH Top Speed) Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank- Includes all standard equipment: Power windows and door locks; Air conditioning and heat climate control; AM/FM radio, clock and bluetooth capability; Cruise control, Front cloth bucket seats with power driver's seat; Rear vinyl split bench seat; heated foldaway power exterior mirrors; Keyless entry with single key for entry, ignition, trunk and glovebox; 3 key sets for each vehicle; Steering wheel program.; Noise suppression ground straps; Rear view camera in center stack; Secure idle; Each vehicle individually keyed	99B/44U	\$ 39,923.00	☐
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COLORS	Option Code	Price	Selection
Medium Brown Metallic	BU	N/C	☐
Arizona Beige Metallic Clearcoat	E3	N/C	☐
Vermillion Red	E4	N/C	☐
Blue Metallic	FT	N/C	☐
Smokestone Metallic	HG	N/C	☐
Kodiak Brown Metallic	J1	N/C	☐
Dark Toreador Red Metallic	JL	N/C	☐
Iconic Silver Metallic	JS	N/C	☐
Dark Blue	LK	N/C	☐
Royal Blue	LM	N/C	☐
Light Blue Metallic	LN	N/C	☐
Silver Grey Metallic	TN	N/C	☐
Sterling Grey Metallic	UJ	N/C	☐
Agate Black	UM	N/C	☐
Medium Titanium Metallic	YG	N/C	☐
Oxford White	TYZ	N/C	☒
Carbonized Grey	M7	N/C	☐

Vehicle Options

EQUIPMENT GROUP	Option Code	Price	Selection
Interior Upgrade Package 1-and 2-Row Carpet Floor Covering - Cloth Seats – Rear - Center Floor Console less shifter (Maintains Column Shifter) - Includes Console and Top Plate with 2 cup holders - Floor Mats, front and rear (carpeted) - Includes SYNC 3®	65U	\$ 367.00	☒
Front Headlamp Lighting Solution - Includes LED Low beam/High beam headlamp, Wig-wag function and (2) Red/Blue/White LED side warning lights in each headlamp (factory configured: driver's side White/Red / passenger side White/Blue) - Includes pre-wire for grille LED lights, siren and speaker (60A) - Wiring, LED lights included (in headlamps only; grille lights not included). Controller "not" included Note: Not available with option: 67H Note: Recommend using Ultimate Wiring Package (67U)	66A	\$ 841.00	☐
Tail Lamp / Police Interceptor Housing Only Pre-existing holes with standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies) Note: Not available with options: 66B and 67H	86T	\$ 56.00	☐
Tail Lamp Lighting Solution - Includes LED lights plus two (2) rear integrated hemispheric lighthouse white LED side warning lights in taillamps - LED lights only. Wiring, controller "not" included Note: Not available with option: 67H, 86T Note: Recommend using Ultimate Wiring Package (67U)	66B	\$ 405.00	☐
Rear Lighting Solution - Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass - Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open) - LED lights only. Wiring, controller "not" included Note: Not available with option: 67H Note: LED lights only – does "not" include wiring or controller Note: Recommend using Ultimate Wiring Package (67U)	66C	\$ 428.00	☐
Ready for the Road Package: All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus - Whelen Cencom Light Controller Head with dimmable backlight - Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor control (mounted behind 2~ row seat) - Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtails - High current pigtail - Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head - Pre-wiring for grille LED lights, siren and speaker (60A) - Rear console plate (85R) – contours through 2~ row; channel for wiring - Grille linear LED Lights (Red / Blue) and harness 100-Watt Siren / Speaker - Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) (52P) Note: Not available with options: 66A, 66B, 66C, 67U and 65U	67H	\$ 3,379.00	☐
Ultimate Wiring Package Includes the following: - Rear console mounting plate (85R) – contours through 2~row; channel for wiring - Pre-wiring for grille LED lights, siren and speaker (60A) - Wiring harness 1/P to rear cargo area (overlay) - Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille) - One (1) 10-amp siren/speaker circuit engine compartment - Rear hatch/cargo area wiring – supports up to six (6) rear LED lights - Does "not" include LED lights, side connectors or controller Note: Recommend Police Wire Harness Connector Kit 67V Note: Not available with options: 65U, 67H	67U	\$ 526.00	☐
Police Wire Harness Connector Kit – Front/Rear For connectivity to Ford PI Package solutions includes: Front (2) Male 4-pin connectors for siren (5) Female 4-pin connectors for lighting/siren/speaker (1) 4-pin IP connector for speakers (1) 4-pin IP connector for siren controller connectivity (1) 8-pin sealed connector (1) 14-pin IP connector Rear (2) Male 4-pin connectors for siren (5) Female 4-pin connectors for lighting/siren/speaker (1) 4-pin IP connector for speakers (1) 4-pin IP connector for siren controller connectivity (1) 8-pin sealed connector (1) 14-pin IP connector	67V	\$ 174.00	☐

Vehicle Options Continued

EQUIPMENT GROUP	Option Code	Price	Selection
Audio / Video			
12.1" Integrated Computer Screen - Includes 12.1" touchscreen display in center stack and allows for operation of laptop in remote location to free up cabin space in front passenger area - Includes Audio Video Extender (AVX) box, (2) AVX cables, (2) USB cables and (1) HDMI cable - Includes SYNC 3 @	47E	\$ 2,580.00	☐
Rear View Camera displayed in rear view mirror (Includes Electrochromic Rear View Mirror) Note: Not recommended with option 47E 12.1" Integrated Computer Screen Note: This option replaces the standard display in the center stack area. Note: Camera can only be displayed in the center stack (std) "OR" the rear view mirror (87R)	87R	N/C	STD ON IT 87R
Rear Camera On-Demand – allows driver to enable rear camera on-demand	19V	\$ 217.00	☐
Doors / Locks			
Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) Note: Not available with 68G – includes all content of 68G Note: Can manually remove window or door disable plate with special tool Note: Locks/windows operable from driver's door switches	52P	\$ 150.00	☐
Rear-Door controls Inoperable (locks, handles and windows) Note: Not available with 52P. Note: Can manually remove window or door disable plate with special tool Note: Locks/windows operable from driver's door switches	68G	N/C	STD ON IT 68G
Global Lock / Unlock feature (Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless Entry)	18D	N/C	STD
Remote Keyless-Entry Key Fob (w/o Keypad, less PATS) – (includes 4-key fobs) Note: Available with Keyed Alike, however, key fobs are "not" fobbed alike when ordered with Keyed Alike	55F	\$ 320.00	STD
Keys (Note: Can be ordered with Remote Keyless-Entry – 55F): Not Available with Perimeter Anti-Theft Alarm (593)			
Keyed Alike – 1435x	59E	\$ 47.00	☐
Keyed Alike – 1284x	59B	\$ 47.00	☐
Keyed Alike – 0135x	59D	\$ 47.00	☐
Keyed Alike – 0576x	59F	\$ 47.00	☐
Keyed Alike – 1111x	59J	\$ 47.00	☐
Keyed Alike – 1294x	59C	\$ 47.00	☐
Keyed Alike – 0151x	59G	\$ 47.00	☐
Flooring / Seats			
1-and 2-row carpet floor covering (includes floor mats, front and rear)	16C	\$ 118.00	☐
2- Row Cloth Seats	88F	\$ 56.00	☐
Power Passenger Seat (8-way) w/2-way power recline and lumbar)	87P	\$ 306.00	☒
Rear Console Plate Note: Not available with option: 65U, 85D	85R	\$ 42.00	☐
Safety & Security			
Ballistic Door-Panels (Level III+) – Driver Front-Door Only	90D	\$ 1,490.00	☐
Ballistic Door-Panels (Level III+) – Driver & Pass Front-Doors	90E	\$ 2,979.00	☐
Ballistic Door-Panels (Level IV+) – Driver Front-Door Only	90F	\$ 2,270.00	☐
Ballistic Door-Panels (Level IV+) – Driver & Pass Front-Doors	90G	\$ 4,541.00	☐
BLIS® – Blind Spot Monitoring with Cross-traffic Alert Note: Includes manual fold-away mirrors, w/heat, w/o memory, w/o puddle lamps	55B	\$ 512.00	☐
Police Perimeter Alert – detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking. Note: ★ Now enables rearview camera image display in the rear view mirror option (87R) when Rear Camera on Demand (19V) is ordered	68B	\$ 635.00	☐
Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning and Automatic Emergency Braking) Note: Includes unique one-touch temporary disable switch for Law Enforcement use Note: Not available with option 96V	76P	\$ 136.00	☐
Mirrors – Heated Sideview Note: Not required when ordering BLIS® (heated mirror is included with BLIS®)	549	\$ 56.00	☒ IN CL. IN BASE BID

Vehicle Options Continued

EQUIPMENT GROUP	Option Code	Price	Selection
Safety & Security (continued)			
Perimeter Anti-Theft Alarm - Activated by Hood, Door or Liftgate; when unauthorized entry occurs, system will flash the headlamps, parking lamps and sound the horn - Requires Keyless-Entry Key Fob (55F) Note: Cannot be ordered with Keyed-Alike options	593	\$112.00	☐
Police Engine Idle feature <i>SECURE IDLE</i> This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling.	47A	\$ 244.00	STD <i>INCL. IN BASE BID</i>
Reverse Sensing System	76R	\$ 259.00	☒
Misc			
Rear Auxiliary Air Conditioning Note: Now available with Cargo Storage Vault (63V).	17A	\$ 573.00	☐
Badge Delete - Deletes the "Police Interceptor" badging on rear liftgate - Deletes the "Interceptor" badging on front hood (EcoBoost®)	16D	N/C	☒
Cargo Storage Vault (includes lockable door and compartment light) Note: Now available with Aux Air Conditioning (17A).	63V	\$ 230.00	☐
H8 AGM Battery (850 CCA/92-amp)	19K	\$ 103.00	☐
Low-Band Frequency Noise Suppression Kit - Recommended for agencies that operate radio equipment in the 39-46 MHz frequency range (VHF Low Band – Channels 1-9) - Provides noise suppression for in-car two-way radio communication devices in the 39-46 MHz frequency range Note: Noise Suppression Bonds (60R) do not provide adequate noise suppression in this frequency range	68E	\$ 183.00	☐
Noise Suppression Bonds (Ground Straps) Note: Low-Band Frequency Noise Suppression Kit (68E) recommended for agencies that operate radio equipment in the 39-46 MHz frequency range (VHF Low Band – Channels 1-9)	60R	\$ 94.00	☒ <i>INCL. IN BASE BID</i>
Rear Bumper Step Pad	16P	\$ 89.00	☐
100 Watt Siren/Speaker (includes bracket and pigtail)	18X	N/C	STD <i>OMIT 18X</i>
OBD-II Split Connector – Allows up to 2 devices to be connected to the vehicle's OBD-II port	61B	\$ 52.00	☐

Vehicle Options Continued

KEY EXTERIOR OPTIONS	Option Code	Price	Selection
Engine Block Heater	41H	\$ 85.00	☐
License Plate Bracket – Front	153	N/C	STD
Lamps / Lighting			
Dark Car Feature – Courtesy lamps disabled when any door is opened	43D	N/C	STD
Daytime Running Lamps (Permanently on – cannot be turned off or reprogrammed) Note: Replaces Standard Configurable Daytime Running Lamps for agencies that require Permanently on Daytime Running Lamps	942	\$42.00	☒
Switchable Red/White Lighting in Cargo Area (deletes 3 rd row overhead map light)	17T	\$ 47.00	☐
Front Warning Auxiliary LED Lights (Driver side – Red / Passenger side – Blue) Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U)	21L	\$ 517.00	☐
Front Interior Visor Light Bar (LED) • Super low-profile warning LED light bar fully integrated into the top of the windshield near the headliner – fully programmable. (Red/Red or Blue/Blue operation, White "take down" and "scene" capabilities) Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U) (when not ordering the Interior Upgrade Package [65U]) Note: Front/Rear Console Plate no longer required; can be ordered with Interior Upgrade Package (65U) Note: Not available with option 76P	96W	\$ 1,076.00	☐
Pre-wiring for grille LED lights, siren and speaker	60A	\$ 47.00	☐
Rear Auxiliary Liftgate Lights (Red/Blue LED Lights; located beneath liftgate glass in applique panel) • LED lights only. Wiring, controller "not" included Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U)	43A	\$ 371.00	☐
Rear Quarter Glass Side Marker LED Lights (Driver side – Red / Passenger side – Blue) • LED lights only. Wiring, controller "not" included Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U)	63L	\$ 541.00	☐
Rear Spoiler Traffic Warning Lights (LED) • Fully integrated in rear spoiler for enhanced visibility • Provides red/blue/amber directional lighting – fully programmable Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U) (when not ordering the Interior Upgrade Package [65U]) Note: Rear Console Plate no longer required; can be ordered with Interior Upgrade Package (65U)	96T	\$ 1,405.00	☐
Side Marker LED – Sideview Mirrors (Driver side – Red / Passenger side – Blue) • Located on exterior mirror housing • LED lights only. Wiring, controller "not" included Note: Requires Pre-wiring for grille LED Lights, siren and speaker (60A) Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U)	63B	\$ 273.00	☐
Spot Lamp Prep Kits			
Spot Lamp Prep Kit, Driver Only Note: Does not include spot lamp housing and bulb	51P	\$ 132.00	☐
Spot Lamp Prep Kit, Dual Driver and Passenger Note: Does not include spot lamp housing and bulbs	51W	\$ 264.00	☐
Spot Lamp – LED Bulb:			
Driver Only (Unity)	51R	\$ 371.00	☐
Driver Only (Whelen)	51T	\$ 394.00	☐
Dual (driver and passenger) (Unity)	51S	\$ 582.00	☐
Dual (driver and passenger) (Whelen)	51V	\$ 625.00	☐
Body			
Glass – Solar Tint 2 nd Row door glass, Rear Quarter and Liftgate Window (Deletes Privacy Glass)	92G	\$ 112.00	☐
Glass – Solar Tint 2 nd Row Only door glass, Privacy Glass on Rear Quarter and Liftgate Window	92R	\$ 80.00	☐
Underbody Deflector Plate (engine and transmission shield)	76D	\$ 315.00	☐
Wheels			
Wheel Covers (18" Full Face Wheel Cover) Note: Only available with the standard Police wheel, not available with 64E	65L	\$ 56.00	☐
18" Painted Aluminum Wheel Note: Spare wheel is an 18" conventional (Police) black steel wheel. Not available with 65L.	64E	\$ 447.00	☒

Upfit Options

Sutton Patrol Package (Bid Lines 81, 82, and 88)		Price
Pathfinder Siren Controller 100Watt Speaker Allegiant Light Bar 53" 2 Color C Series Red/White for Ford Grill Cut out C Series Blue/White for Ford Grill Cut out Rear ILS 3 Color Cargo Window Mounted- Micro Pulse Havis Console 12V/USB Charger Strip *Inclusive of all mounting hardware	\$ 5,989.00	☐
Additional Upfit Options Available: Contact for Pricing		
Partitions Prisoner Seat Cargo Box Dash Cameras Radar Docking Solutions Graphics Gun Racks Push Bumpers License Plate Readers	Call for Pricing	



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

Meeting 9/26/2022 6:00 PM
Department: Community Development
Department Head: Marty Scott
Category: Ordinance
Prepared By: Taylor Gendel, Atrin Fard

**AGENDA ITEM (ID
2022-2647)**

DOC ID: 2022-2647

Motion to Approve Ordinance No. 6978, An Ordinance Approving a Variation from the Zoning Code to Allow an Addition of a Rear 1-Story Sunroom on a Single-Family Residence Resulting in a Lot Coverage Ratio of 24.07% for the Property Located at 509 Carleton Avenue (Community Development Director Scott)

Statement of the Issue:

In order to construct the addition as proposed, the petitioner would need to be granted a variation from Section 10-4-8(E)1 of the Zoning Code to allow a lot coverage ratio of approximately 24.07% in lieu of the maximum allowed lot coverage ratio of 20% for a two-story home in the R2 Residential District.

Analysis:

The residence at 509 Carleton Avenue has a lot coverage ratio of approximately 20.2%. The current home was built in 2019 with an attached garage and the homeowners have lived on the property since 2019.

The property's width and area are considered nonconforming with the Zoning Code. The lot width is approximately 50 feet in lieu of the 66-foot-minimum lot width for an interior lot in the R2 Residential District, and the lot area is 8,500 square feet (0.195 acres), where Zoning Code requires a minimum of 8,712 square feet (0.20 acres).

The homeowners would like to add an approximately 328.6 square-foot sunroom to the rear of the home to update and re-organize the first floor and allow for a more open living concept. Given the existing attached garage on the property, the home is not qualified for the lot coverage bonus for a detached garage which would have allowed for an additional deduction in square footage (up to 500 square feet).

The petitioner notes in their narrative statement that the attached garage currently limits the home's living space on the first floor. The homeowners also state that the proposed addition would enhance the rear façade of the existing home by improving the nondescript east façade and that the addition will make the house comparable to the other houses on the block. The adjacent properties to the north and south both have detached garages in their backyards. The petitioners hope that the proposed sunroom, if approved, would provide some screening from the neighboring detached garages.

For more information, please review the Zoning Board of Appeals packet, available [here](#).

Public Hearing Summary:

At the ZBA public hearing on September 13, 2022, the board reviewed the existing conditions of the property and considered the testimony from the petitioners. The owners of properties within 350 feet of the subject property were mailed notice of the public hearing. One neighbor from 511 Carleton Ave., Ed Hess, was present and spoke in support of the requested variation.

Jon Green of Engineering Resource Associates spoke on behalf of the petitioner and outlined the plan for the addition, the non-conforming nature of the lot, and that the addition would be consistent with the trend of some of the other homes on the block. The homeowner was present and spoke of his family's need for more livable space and that this need was not known at the time the property was purchased and the home was built. He mentioned that they did consider the possibility of a detached garage but due to the lot's narrow width, they would have been constrained and there were safety concerns with the distance from the neighbor's driveway.

The ZBA discussed that the addition seemed to be the smallest request possible to add additional usable living space for the homeowners and was in the only available location for an addition and noted the petitioners will add an additional drywell if that is an engineering request at the time of building permit.

The ZBA members voted on a motion to recommend approval of the requested zoning variation based upon the following hardships or unique circumstances:

1. The lot has a nonconforming width and area that did not allow for the construction of a detached garage;
2. The proposed addition would maintain the character of the neighborhood;
3. The rear of the home is the only practical and safe location for the proposed sunroom addition;
4. No neighbors immediately surrounding the property are opposed to the addition.

Recommendation:

At the public hearing on September 13, 2022, the Zoning Board of Appeals voted on a motion to recommend approval of the requested variation which did carry with four (4) yes and zero (0) no votes. Since the motion carried, staff has prepared an ordinance to **approve** the requested variation.

Budget Impact:

N/A

Action Requested:

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

Attachments:

1. Draft Ordinance 509 Carleton

2. Exhibit A – Draft Minutes of the September 13, 2022 ZBA meeting

Village Of Glen Ellyn

Ordinance No. _____

**An Ordinance Approving a Variation from the
Zoning Code to Allow an Addition of a 1-Story Sunroom to the Rear of a Single-Family
Residence Resulting in a Lot Coverage Ratio of 24.07% for the Property Located at
509 Carleton Avenue, Glen Ellyn, 60137**

**Adopted by the
President and the Board of Trustees
of the Village of Glen Ellyn
DuPage County, Illinois
This _____ Day of _____, 20_____.**

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

ORDINANCE NO. _____

**An Ordinance Approving a Variation from the
Zoning Code to Allow an Addition of a 1-Story Sunroom to the Rear of a Single-Family
Residence Resulting in a Lot Coverage Ratio of 24.07% for the Property Located at
509 Carleton Avenue, Glen Ellyn, 60137**

Whereas, Chris Doran and Claire Sheehan, owners of the property at 509 Carleton Avenue, Glen Ellyn, Illinois which is legally described as follows:

THE SOUTH 16 FEET OF LOT 11 AND THE NORTH 34 FEET OF LOT 10 IN BLOCK 12 IN THAIN'S ADDITION TO GLEN ELLYN, BEING A SUBDIVISION IN SECTIONS 11, 12, AND 13, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 22, 1890 AS DOCUMENT 44105, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-417-006

have petitioned the President and Board of Trustees of the Village of Glen Ellyn for a variation from Section 10-4-8(E)1 to allow a lot coverage ratio of 24.07 percent where a 20 percent maximum lot coverage ratio for two-story single-family dwellings is allowed in the R2 Residential District; and

Whereas, following due notice by publication in the Daily Herald not less than fifteen (15) nor more than thirty (30) days prior thereto, and by mailing notice to all property owners within 250 feet of the subject property at least ten (10) days prior thereto, and following the placement of a placard on the subject property not less than fifteen (15) days prior thereto, the Glen Ellyn Zoning Board of Appeals conducted a public hearing on September 13, 2022, at which the petitioner presented evidence, testimony, and exhibits in support of the variation request and one (1) person appeared in favor of the variation request; and

Whereas, based upon the evidence, testimony, and exhibits presented at the public hearing on September 13, 2022, the Zoning Board of Appeals adopted findings of fact and voted on a motion to approve the variation, which did carry by vote of four (4) "yes" and zero (0) "no",

resulting in a recommendation for approval to allow an addition of a rear sunroom on a single-family residence resulting in a lot coverage ratio of 24.07 percent as set forth in its Draft Minutes dated September 13, 2022, appended hereto as Exhibit "A"; and

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

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

- A. That the plight of the owners is due to the nonconforming lot width and area of the property which does not allow for a detached garage which would have provided a lot coverage bonus; and
- B. That the variation, if granted, will not alter the essential character of the locality of the property in question because the property's rear sunroom addition will be comparable with other homes in the neighborhood and no changes will be visible from the front of the property; and
- C. That the conditions upon which the variation is based would not be applicable generally to other properties within the same zoning district because due to the configuration of the existing home the rear yard is the most desirable location for the proposed sunroom addition; and
- D. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property because the property owners' desire is to improve their current home for their family and have no desire to sell the property or move from the home; and
- E. That the practical difficulty or particular hardship has not been created by any

persons presently having an interest in the property because the addition is not possible without variation due to the house's current lot coverage that exceeds the Code's maximum allowable lot coverage ratio; and

- F. That the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property in question is located because the property owners will work with licensed professionals and Village staff to ensure that the proposed addition will abide by all Village code and standards, and install additional stormwater improvements if needed; and
- G. That the variation will not substantially increase the hazard from fire or other dangers to the property in question or adjacent property and will not otherwise impair the public health, safety, or general welfare of the inhabitants of the Village since the addition will be constructed in accordance with all applicable building code regulations; and
- H. That the variation will not diminish or impair property values within the neighborhood because the variation will allow the property owners to improve upon their current property; and
- I. That the variation will not unduly increase traffic congestion in the public streets and highways, as the traffic pattern on site will not be changed; and
- J. That the variation will not result in an increase in public expenditures or create a nuisance since the variation is for a single-family residential use in a residential zoning district; and
- K. That the variation is the minimum variation that will make possible the reasonable

use of the land, building or structure as the proposed addition is only large enough to provide the necessary living space for the family that owns and resides in the home; and

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

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

Section One: The Draft Minutes of the September 13, 2022 Glen Ellyn Zoning Board of Appeals meeting, Exhibit "A" appended hereto, are hereby accepted, and the findings of fact and conclusions set forth in the preambles above are hereby adopted as the findings of fact and conclusions of the corporate authorities of the Village of Glen Ellyn.

Section Two: Based upon the above findings of fact, the President and Board of Trustees hereby approve a variation from Section 10-4-8(E)1 to allow a lot coverage ratio of 24.07 percent where a 20 percent maximum lot coverage ratio for two story single-family dwellings is allowed in the R2 Residential District; for the property located at 509 Carleton Avenue, Glen Ellyn, Illinois which is legally described as follows:

THE SOUTH 16 FEET OF LOT 11 AND THE NORTH 34 FEET OF LOT 10 IN BLOCK 12 IN THAIN'S ADDITION TO GLEN ELLYN, BEING A SUBDIVISION IN SECTIONS 11, 12, AND 13, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 22, 1890 AS DOCUMENT 44105, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-417-006

Section Three: This grant of variation is conditioned upon the addition being constructed in substantial compliance with the testimony and exhibits provided at the September 13, 2022 Zoning Board of Appeals public hearing.

Section Four: The Building and Zoning Official is hereby authorized and directed to

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

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

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

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

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

	Ayes		Nays		Absent
Fasules					
Gould					
Thompson					
Kalinich					

Payne					
Christiansen					
Senak (in event of a tie)					

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____.)

DRAFT MINUTES
ZONING BOARD OF APPEALS MEETING
September 13, 2022

Call to Order and Roll Call

The meeting was called to order at 7:02 p.m., by Chairperson Greg Constantino, who explained the function of the Zoning Board of Appeals (ZBA) and the deliberation process in which it engages, as well as reviewed the notice given for the meeting's Public Hearing item. Roll was called. Present: Chairperson Constantino and Board Members Katie Crudele, Reed Panther and Thomas Whalls. Absent: Matthew Jones and Chip Miller. The Chairperson went over Public Hearing protocols, announced that the meeting would be recorded, and introduced Village Associate Planner Taylor Gendel, Recording Secretary Barb Dutton and Village Board Trustee Anne Gould. Planner Atrian Fard was also in attendance.

Approval of Meeting Minutes

A motion by Board Member Crudele to approve the draft minutes of the August 30, 2022 meeting, seconded by Member Whalls, carried unanimously by roll call vote of all ZBA members present.

Public Hearing for 509 Carlton Avenue

A motion by Board Member Whalls to open the Public Hearing concerning for 509 Carlton Avenue, seconded by Member Miller, passed by voice vote.

Staff Presentation

Sworn in, Associate Planner Taylor Gendel, 535 Duane St., stated that the Petitioners, Chris Doran and Claire Sheehan, owners of the property at 509 Carlton, seek a lot coverage ratio (LCR) of approximately 24.07 percent to add a sunroom to their residence which currently has an LCR of approximately 20.2 percent. The property is an interior lot located in the R2 Residential Zoning District on the east side of Carleton Avenue between Walnut Street and Duane Street, and is surrounded by R2, she explained. The current home, featuring an attached garage, was built in 2019, she said, adding that the owners have lived there since that year. Considered nonconforming with the Zoning Code, the subject lot has a width of approximately 50 ft., and the minimum lot width for an interior lot in the District is 66 ft. , and the lot area is also nonconforming with a square footage of 8,500 where 8,712SF is required by Code, she said.

Ms. Gendel stated that the homeowners wish to add an approximately 328.6SF sunroom to the rear of the home to update and reorganize the first floor and allow for a more "open living" concept. Given the existing attached garage on the property, she explained, the home is not qualified for the lot coverage bonus for a detached garage (up to 500SF) which would have allowed for a deduction in square footage in the lot coverage. According to the Village's Zoning Code, explained Associate Planner Gendel, single-family residences constructed in the R2 Zoning District shall be granted an allowance of up to 140SF for the construction of a porch located in the front yard or in the corner side yard, which has a minimum depth of 6 ft. and is open on at least two sides, which may be excluded from the LCR. The homeowner's existing front porch qualifies for a lot coverage bonus of approximately 109.22SF. This amount has not been included in the calculation of their LCR, noted the Associate Planner.

The Petitioner, reported Ms. Gendel, notes that the attached garage currently limits the home's living space on the first floor. The homeowners, she related, also state that the proposed addition would enhance the rear façade of the existing home by improving the nondescript east façade and that the addition will make the house comparable to other houses on the block. The adjacent properties to the north and south both have detached garages in their backyard, she said, adding that the Petitioners hope that the proposed sunroom, if approved, would provide some screening from the neighboring detached garages. After concluding her presentation by saying that to construct the addition as proposed the Petitioner needs a variation from the Zoning Code to allow the greater LCR, Ms. Gendel outlined expected ZBA action. She related that the Village Engineer had no stormwater concerns over the proposed one-story addition.

Petitioner's Presentation

Sworn in, Jon Green, Engineering Resource Associates, 3S701 West Avenue, Warrenville, Ill., reiterated that the lot is legally non-conforming – in both width and area – and stated that of the 17 lots on the same block, nine are bigger. He said the proposed one-story addition is to have a hipped roof and A/C and heat, and that it will exceed the required rear setback for the long, deep lot. The proposed, he stated, would be “consistent with the trend of some of the other homes on the block,” and that both adjoining neighbors are in support of the petition. He indicated that the drainage, which is sized for the current home, might be extended, to which Member Whalls asked if this means the drywell would be widened; Mr. Green said more likely a second one would be added. Chairperson Constantino asked if the owner had wanted to erect a detached garage, whether there'd be space for a driveway back to the rear. Mr. Greene replied, negatively, pointing out that the north and south side yards measure only 6 ft. 3 in. and 7 ft., respectively. To this point, Christopher Doran, 509 Carlton Avenue, Glen Ellyn, who was sworn in, stated that the main concern was driveway safety, suggesting that having a car traverse such a tight space would be a challenge. As to how the size of the proposed addition was determined, he explained that limiting the addition to 10 ft. wide to align with the width of the existing is 8-ft.-wide sliding glass door would not be cost-effective, and that a larger addition would avoid having to replace the windows to the north of the sliding door. He said the design represents a perfect fit, and that the attached garage takes up living space from the first floor, so the addition offers a “counter balance.” Noting that the Petitioners built the house, Board Member Crudele asked why they are only now seeking approval for the sunroom addition. Mr. Doran replied that when the Petitioners built the house, it felt to them “like a mansion,” as they'd been living in a two-bedroom condo, but later, with a growing family, realized they need more space. He said they love the neighborhood, from which they don't wish to move and disrupt the lives of their sons. An additional signature of support, it was noted, had been received after the meeting packet was sent out.

Public Comment

Ed Hess, 511 Carlton, the neighbor to the north, was sworn in. He said he views the proposed addition as useful for adding living space and play area and doesn't see any problem with it, and so is in support.

Board Member Panther delivered proposed findings of fact. Board Member Whalls made a motion to accept these findings; seconded by Member Crudele, the motion passed unanimously by roll call vote of all ZBA members present.

Deliberation

Board Member Crudele expressed that she is in favor of recommending approval of the variation request, which she called “kind of straightforward,” in that the lot is already legally non-conforming, with the

narrow nature giving the Petitioners the inability to have the bonus for a detached garage. Member Panther said that he is “in the same boat,” and that he believes that the lot size and width create a hardship. Member Whalls said he doesn’t see a stormwater issue or visual site blockage for neighbors with the plan, and noted no protests from neighbors. After Sr. Planner Fard, who was sworn in, read Code provisions governing driveway width and impervious surface setback, Mr. Whalls observed that the house is only 34 ft. wide, and said that he is in favor of recommending the variation request. Chairperson Constantino said he also is in favor, saying the proposed is consistent with the neighborhood development and would maintain its character. The location specified for the addition is the only practical one for it, he continued, adding that the proposed dimensions are the least amount of size to meet owner-stated needs.

Member Whalls, seconded by Member Panther, moved to close the public hearing; the motion carried unanimously by roll call vote of all ZBA members present. Board Member Crudele moved for the following:

Having considered the application of Chris Doran and Claire Sheehan, owners of the property at 509 Carleton Avenue, Glen Ellyn, for zoning variations from Section 10-4-8(E)1 to allow a lot coverage ratio of 24.07 percent where a 20 percent maximum lot coverage ratio for two story single-family dwellings is allowed in the R2 Residential District, the Zoning Board of Appeals hereby adopts the findings of fact in the petitioners’ application packet and presented by the petitioners at the Zoning Board of Appeals public hearing conducted on September 13, 2022, as well as the findings included in the deliberations of the Zoning Board of Appeals and recommends APPROVAL based upon the following unique circumstances:

- The rectangular shape of the lot makes it narrow, to not safely allow the owners to build a detached garage;
- The proposed addition will maintain neighborhood character;
- It is the only location for the addition to be practical and safe; and
- There were no neighbors that opposed the addition.

Seconded by Board Member Whalls, the motion passed by roll call vote with all Board members present voting YES.

Staff Report

Planner Fard related that in addition to one case scheduled for the next meeting, the ZBA is to take up the discussion of policy governing construction-necessitated zoning variances.

Trustee’s Report

Trustee Liaison Gould said the Board approved Phase A of the Forest Preserve District of DuPage County’s plan to expand the Willowbrook Wildlife Center, and that the existing parking exceeds zoning requirements.

Adjournment

Chairperson Constantino adjourned the meeting at 7:39 p.m., following a voice vote on a motion by Member Crudele and seconded by Member Panther.

Respectfully submitted,

Barbara Dutton-Thomas
Recording Secretary



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

Meeting 9/26/2022 6:00 PM
Department: Community Development
Department Head: Marty Scott
Category: Ordinance
Prepared By: Atrin Fard

**AGENDA ITEM (ID
2022-2648)**

DOC ID: 2022-2648

Motion to Approve Ordinance No. 6979, An Ordinance Approving Three Construction Necessitated Zoning Variations to Allow Existing Deck Expansion and Trampoline to Remain on the Property Located at 645 Forest Avenue (Community Development Director Scott)

Statement of the Issue:

Craig and Ann-Marie Cudzilo, owners of the subject property, are requesting a public hearing for construction necessitated zoning variations for the property located at 645 Forest Avenue.

Analysis:

Background:

The subject property and all surrounding properties are zoned R2 – Single Family Residential District and are all improved with single-family homes. Notice of the public hearing was published in the August 15, 2022, edition of the Daily Herald, mailed to property owners within 350 feet of the subject property, and a placard was placed on the property. The petitioners are requesting a recommendation of approval of the following variations from the Glen Ellyn Zoning Code:

1. Section 10-4-8(E)(1) to allow a lot coverage of approximately 21%, in lieu of a maximum 20% lot coverage for a 2-story single-family home in the R2 Residential District;
2. Section 10-5-5(B)4#28 to allow for the placement and encroachment of recreational equipment (trampoline) into the required corner side yard of 30 feet where recreational equipment is not a permitted obstruction in the required corner side yard;
3. Section 10-5-4(A)4(a) to allow a recreational equipment (trampoline) to be approximately 3 feet from the corner side lot line where accessory structures shall be located no less than 20 feet from the corner side lot line; and
4. Any other zoning relief necessary to allow the existing deck and recreational equipment (trampoline) to remain as constructed and as depicted on the plans presented at the public hearing or at a public meeting of the Village Board.

Proposed:

The residence was originally built in 1923 according to the Zoning requirements in place at the time. Per staff findings, 1923 setback provisions required a corner side yard to be at least 10 percent of the

lot width (10 feet in this case), while a minimum corner side yard setback of 30 feet is required today. Therefore, the house is considered legal nonconforming to the current setback requirements.

The petitioners purchased the property in December of 2015. Since then, they have submitted several permit applications to renovate their home. The detached garage was the first project (2018), followed by a two-story building addition and a new attached two-car garage (2019), which required a variance for Class III alterations to a nonconforming building that sat only 13.5 feet away from the corner side property line, in lieu of 30-foot setback requirement in the R2 District. On January 2, 2020, the homeowners submitted a permit application for the last phase of their renovation project to remodel the house and build a new deck, a patio, and a lower-level concrete entryway at the rear of the house. With no Zoning variation required, the proposed plans were approved on March 11, 2020, and a building permit was issued on March 19, 2020. It was during this phase of the project that the unlawful additions led to the existing nonconformities requiring Construction Necessitated Zoning Variations.

Deck Extension

In September 2020, the homeowner and the general contractor agreed to build an extension to the approved deck atop the lower-level concrete pad to provide additional seating area. The unapproved deck area measures approximately 156.6 square feet and acts as a roof over the lower-level entryway leading to an increase in the lot coverage ratio. The petitioners claim they were unaware that their action might be causing issues with the building permit.

From the most recent plat of survey, dated June 20, 2022, the home and garages, with a total footprint of approximately 3,192 square feet, had a lot coverage ratio of 19.97 percent, which was considered conforming. With the addition of the unpermitted deck, the combined percentage of the lot covered by roofed structures (house, garages, and deck) is approximately 21 percent, whereas the Zoning Code permits a maximum of 20 percent. Changes to the approved plan were caught by the Village Engineer while conducting the final grading review on August 13, 2021. The petitioners were then notified that the unlawful portion of the deck needs to be removed to conform with the maximum allowable lot coverage ratio, or a zoning variation will need to be granted.

Trampoline

On August 13, 2022, the Village Engineer not only did inform the property owners of the lot coverage dilemma but also identified a retaining wall around a trampoline within the required corner side yard setback, none of which were included in the approved plans. According to the petitioners' submitted timeline, the trampoline was installed in May 2021 during landscaping installations along the northern property line.

Per Village Zoning Code, trampolines are regulated as recreational equipment and shall not be placed within the required corner side yards. In accordance with the plat of survey, the trampoline currently encroaches into the required corner side yard setback of 30 feet for 27 feet. Village Engineer has approved the placement of the retaining wall, which is within their purview, however; for the trampoline (recreational equipment) to remain in its existing location, approval of a zoning variation will be needed.

Public Hearing Summary:

On August 30, 2022, the ZBA reviewed the existing conditions of the property, property history, the three requested construction necessitated variations, and considered the testimony from the

petitioner. There were no members of the public at the meeting to speak in favor or against the request.

The ZBA members were in support of the requests. The Board Members discussed how common trampolines are in the Village, the belief that the property's drainage set-up made the lot coverage ratio less concerning, the trampoline visibility from the street, and that the trampoline does not pose an issue for neighbors. Regarding the deck, most Board Members questioned the inclusion of an elevated deck in the LCR calculations, agreed that the excessive lot coverage was an honest mistake, and the Village had an opportunity to intervene in the process, so perhaps shares some responsibility in the matter and recommended approval of this variation as well.

The ZBA found that the following hardships or unique circumstances applied to this request:

1. There were Village inspections after the deck headers and footings were installed; if caught, the homeowner could have stopped and removed the structure at that point;
2. There is no sidewalk along Linden Street, and the trampoline is not visible from the street;
3. The trampoline has been in that location since 2016 and has never been an issue;
4. There are multiple homes in the Village with the same issue that have not been asked to remove their trampoline.

For more information, please review the Zoning Board of Appeals packet available [here](#).

Recommendation:

At the public hearing on August 30, 2022, the ZBA voted on a motion to recommend the approval of the requested variations, which carried by a vote of five (5) "yes" and zero (0) "no" votes. Staff has prepared a draft ordinance to **approve** the requested variation in accordance with the ZBA's recommendation.

Budget Impact:

N/A

Action Requested:

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

Attachments:

1. Draft Ordinance to Approve - 645 Forest Ave
2. Exhibit "A" – Draft Minutes of August 30, 2022, ZBA Meeting
3. Exhibit "B" – Current Plat of Survey, Dated June 20, 2022



Village of Glen Ellyn

Ordinance No.

**An Ordinance Approving Three Construction Necessitated
Zoning Variations to Allow Existing Deck expansion and
Trampoline to Remain on the Property Located at 645 Forest
Avenue, Glen Ellyn, IL 60137**

**Adopted by the
President and the Board of Trustees
Of the Village of Glen Ellyn
DuPage County, Illinois
This _____ Day of _____, 20__.**

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

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

Ordinance No.

**An Ordinance Approving Three Construction Necessitated
Zoning Variations to Allow Existing Deck expansion and
Trampoline to Remain on the Property Located at
645 Forest Avenue, Glen Ellyn, IL 60137**

Whereas, Craig and Ann-Marie Cudzilo, owners of the property located at 645 Forest Avenue, Glen Ellyn, Illinois, which is legally described as follows:

THE NORTH 100.00 FEET OF LOT 6 (MEASURED ON THE WEST LINE) OF LOT 6, IN BLOCK 10, IN GLEN ELLYN ADDITON TO PROSPECT PARK, BEING A SUBDIVISION IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 11, 1890 AS DOCUMENT 42867, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-125-001

have petitioned the President and Board of Trustees of the Village of Glen Ellyn for construction necessitated zoning variations from Section 10-4-8(E)(1) of the Glen Ellyn Zoning Code to allow a lot coverage of approximately 21%, in lieu of a maximum 20% lot coverage for a 2-story single-family home; Section 10-5-5(B)4#28 to allow for the placement and encroachment of recreational equipment (trampoline) into the required corner side yard of 30 feet where recreational equipment is not a permitted obstruction in the required corner side yard; and Section 10-5-4(A)4(a) to allow a recreational equipment (trampoline) to be approximately 3 feet from the corner side lot line where accessory structures shall be located no less than 20 feet from the corner side lot line, on the property legally described herein above, in the R2 Residential District; and

Whereas, following due notice by publication in the Daily Herald not less than fifteen (15) nor more than thirty (30) days prior thereto, and by mailing notice to all property owners within 250 feet of the subject property at least ten (10) days prior thereto, and following the placement of a placard on the subject property not less than fifteen (15) days prior thereto, the Glen Ellyn Zoning Board of Appeals conducted a public hearing on August 30, 2022, at which the petitioners presented

evidence and testimony in support of the request for the construction necessitated zoning variations and zero (0) persons appeared in favor of the variation requests and zero (0) person appeared in opposition thereto; and

Whereas, included in the evidence presented by the petitioner was three letters of support for the construction necessitated zoning variation requests, which were included in the packet for the August 30, 2022 public hearing; and

Whereas, based upon the evidence, testimony, and exhibits presented at the public hearing on August 30, 2022, the Zoning Board of Appeals adopted findings of fact and voted on a motion to recommend approval of the construction necessitated zoning variations, which carried by a roll call vote of five (5) “yes” and zero (0) “no”, resulting in a recommendation for approval as set forth in its Abbreviated Draft Minutes dated August 30, 2022, appended hereto as Exhibit "A"; and

Whereas, the President and Board of Trustees have reviewed the Draft Minutes of the August 30, 2022 Zoning Board of Appeals public hearing, attached hereto as Exhibit “A”, and the evidence presented at the aforementioned public hearing and have considered the findings of fact and recommendations of the Zoning Board of Appeals; and

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

- A. That the unique circumstances, practical difficulties or particular hardships are that the Village allowed continued construction and inspections after the deck headers and footings were installed; and that there are multiple homes in the Village with the same trampoline issue that have not been asked to remove their trampoline; and
- B. That the construction necessitated zoning variations, if granted, will not alter the essential character of the locality as the deck expansion is located at the rear of the single-family home and the trampoline is not visible from the street, both of which will not negatively affect other properties in the area; and

- C. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property since the petitioners intend for the use of these improvements to be for their immediate residence and to continue to reside at the subject property; and
- D. That the construction necessitated zoning 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 deck expansion leading to excessive lot coverage has not posed additional drainage concerns, the trampoline has been in that location since 2016 and never been an issue, and the neighbors have voiced their support of the requests; and
- E. That the construction necessitated zoning variations will not substantially increase the hazard from fire or other dangers to said property and not otherwise impair the public health, safety, or general welfare of the inhabitants of the Village since the deck expansion and trampoline will be reviewed for conformance with all applicable Building Code regulations and be corrected if required to comply; and
- F. That the construction necessitated zoning variations will not diminish or impair property values within the neighborhood; and
- G. That the construction necessitated zoning variations will not unduly increase traffic congestion in the public streets and highways, as the traffic pattern on site will not be changed; and
- H. That the construction necessitated zoning variations will not result in an increase in public expenditures or create a nuisance since these are improvements to the existing single-family residential use on the subject property in a residential zoning district; and
- I. That the construction necessitated zoning variations are the minimum variations that will make possible the reasonable use of the land, building or structure as the Village did not

inform the homeowners of the deck expansion's nonconformity until after completion of its construction, and that there are multiple homes in the Village with the trampoline located in front yard that have not been asked to remove the trampoline.; and

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

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

Section One: The Draft Minutes of the August 30, 2022, Glen Ellyn Zoning Board of Appeals meeting, Exhibit "A" appended hereto, are hereby accepted, and the findings of fact and conclusions set forth in the preambles above are hereby adopted as the findings of fact and conclusions of the corporate authorities of the Village of Glen Ellyn.

Section Two: Based upon the above findings of fact, the President and Board of Trustees hereby approve the construction necessitated zoning variations from Section 10-4-8(E)(1) of the Glen Ellyn Zoning Code to allow a lot coverage of approximately 21%, in lieu of a maximum 20% lot coverage for a 2-story single-family home; Section 10-5-5(B)4#28 to allow for the placement and encroachment of recreational equipment (trampoline) into the required corner side yard of 30 feet where recreational equipment is not a permitted obstruction in the required corner side yard; and Section 10-5-4(A)4(a) to allow a recreational equipment (trampoline) to be approximately 3 feet from the corner side lot line where accessory structures shall be located no less than 20 feet from the corner side lot line for the property located at 645 Forest Avenue, Glen Ellyn, Illinois, in the R2 Residential District which is legally described as follows:

THE NORTH 100.00 FEET OF LOT 6 (MEASURED ON THE WEST LINE) OF LOT 6, IN BLOCK 10, IN GLEN ELLYN ADDITON TO PROSPECT PARK, BEING A SUBDIVISION IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 11, 1890 AS

DOCUMENT 42867, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-125-001

Section Three: This grant of the Construction Necessitated Zoning Variations is conditioned upon the existing residential improvements being maintained in substantial conformance with the testimony and exhibits provided at the August 30, 2022 Zoning Board of Appeals public hearing, including the current Plat of Survey, attached hereto as Exhibit “B” prepared by Ridgeline Consultants LLC with a date of June 24, 2022.

Section Four: The Building and Zoning Official is hereby authorized and directed to pass any outstanding inspections related to the construction necessitated zoning variations granted herein, provided that all conditions set forth hereinabove have been met and that the existing deck expansion and trampoline are in compliance with all other applicable laws and ordinances. This grant of the construction necessitated zoning variations shall expire and become null and void six (6) months from the date of passage of this Ordinance, should the petitioner fail to schedule the required field inspections to confirm the existing deck expansion and trampoline are in compliance with this Ordinance and all other applicable laws and ordinances.

Section Five: The Village Clerk is hereby authorized and directed to cause a copy of this Ordinance approving the construction necessitated zoning 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(s) 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 _____, 20____.

Approved by the Village President of the Village of Glen Ellyn, Illinois, this _____ day of _____, 2022.

	Ayes		Nays		Absent
Fasules					
Gould					
Thompson					
Kalinich					
Payne					
Christiansen					
Senak (in event of a tie)					

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____.)

DRAFT MINUTES
ZONING BOARD OF APPEALS SPECIAL MEETING
August 30, 2022

Call to Order and Roll Call

The meeting was called to order at 7:02 p.m., by Chairperson Greg Constantino, who explained the function of the Zoning Board of Appeals (ZBA) and the determination process it undertakes. He reviewed the notice made for the evening's agenda items. Roll was called. Present: Chairperson Constantino and Board Members Matthew Jones, Chip Miller, Katie Crudele and Reed Panther. Absent: Thomas Whalls. The Chairperson described the process for the evening's proceedings, announced that the meeting would be recorded, and introduced Planning Intern Brad Iwicki Senior Planner Atrian Fard, and Recording Secretary Barb Dutton. Also in attendance were Assistant Village Manager Emily Rodman and Village Community Development Director Marty Scott

Approval of Meeting Minutes

Following a motion by Board Member Miller, seconded by Member Jones, to approve the draft minutes of the June 14, 2022 meeting, the motion passed unanimously via roll call vote by all Board Members present.

Public Hearing for 103 Grove Avenue

A motion by Board Member Jones to open the Public Hearing concerning for 103 Grove Avenue, and seconded by Member Crudele, passed unanimously via roll call vote by all Board Members present.

Staff Presentation

Sworn in, Planning Intern Bradley Iwicki, 535 Duane, stated that Petitioners are requesting a recommendation of approval of zoning variations to allow a rear yard setback of 32.8 ft. in lieu of the required rear yard setback of 40 ft. in the R2 Residential District; to allow a lot coverage ratio (LCR) of 24.77 percent, in lieu of the maximum LCR of 20 percent in the R2 District; and any other zoning relief necessary to construct an addition to their house as presented at the Public Hearing or meeting of the Village Board. The subject property is part of the Roosevelt Garden Homesites Subdivision and was constructed in 1964. The lot is rectangular-shaped and improved with a split-level frame single-family home with an attached garage. Currently, the property has a lot coverage ratio of 22.58 percent, which exceeds the maximum allowable lot coverage ratio of 20 percent in the R2 District.

The current residents, related Mr. Iwicki, first occupied this home in March of 2018 and would like to improve the home with an addition to suit their family needs and to enjoy their yard and view, continued Mr. Iwicki. According to the Petitioner, he said, the residence adjacency to the river, a breeding site for mosquitos, has increased health and safety risks for homeowners using the backyard during warm seasons; therefore, an enclosed area at the rear would enhance the functionality of the backyard. He stated that the subject property is an interior lot on the east side of Grove, that the properties to the north, west and south are all zoned R2 – Single Family Residential District and are improved with single family homes, stated Mr. Iwicki. The property to the east is also zoned R2 and is owned by the Forest Preserve District of DuPage County.

Due to the proximity to the river, continued Mr. Iwicki, the property slopes down at a grade of about 11 percent (approximately 5-foot-decline across 45 feet from the principal structure to the rear lot line), where stormwater runoff flows toward the river. The Village Stormwater Engineer, stated, Mr. Iwicki, does not anticipate that the proposed addition would negatively impact the natural flow of water drainage due to the 15- to 17-foot drop in elevation between the principal structure and the floodway that exists. If variations are granted, however, the plans will be further reviewed and evaluated by Village's Stormwater Engineer for conformance as part of the permitting phase, he said. The Petitioner proposes demolishing the existing dilapidated deck at the rear and replace it with a two-story building addition measuring 16 ft. wide by 12 ft. deep, totaling 192SF, Mr. Iwicki explained. The proposed upper level, with direct access to the existing kitchen area, would be used as a sunroom, to feature tempered glass windows on all sides and a door on the south elevation providing access to a stairwell and the existing patio to the south, he added, and said that the lower-level portion of the addition would be used for storage and have access doors on the north elevation. Staff received two letters from adjacent neighbors to the north and south in support of granting the variations, related Mr. Iwicki, who concluded his presentation by outlining Board action.

Board Member Jones asked what additional secondary structures would be allowed if a 25 Percent LCR was in place. Planning Intern Iwicki replied that he didn't believe Staff did these calculations. Sworn in, Atrian Fard, Sr. Planner, 535 Duane, elaborated that the LCR governing accessory structures is 30 percent of the required rear yard or 1,000SF, whichever is less. Member Miller asked if the area marked as lots behind the property on the river side is considered flood plain and not buildable. Mr. Iwicki said that while it was originally part of the subdivision, it is part of the floodplain. Chairperson Constantino asked if easterly property is deemed wetlands. Ms. Fard responded affirmatively, stating that it serves as buffer to the river, and is not buildable, despite the zoning map erroneously showing it as R2. Mr. Miller observed that the river was moved when the floodplain was created.

Petitioner's Presentation

Sworn in, Peter Gatsch, President, National Energy Contractors, 206 W. North Ave., Lombard, representing Donald and Cheryl Wiltgen, owners of the subject property, contended that "a subjective analyzation" would suggest that the homeowners are "not getting too carried away" in their plan, and stated that an alternative one would not be practical due to hardships, including the fact that the wetland is "inundated with insects" and wildlife, and a stairwell to avoid blocking at the split-level home. He said the addition would not offend anyone due to the location, nor would it change the character of the neighborhood. He added that the addition would be replacing a "dilapidated deck," replacement of which would offer limited use. Both of the homeowners, he said, have knee issues, so wish to enjoy the yard from right off the kitchen, a logical location for the addition given the layout of the house. He claimed that that the backyard is an "intolerable area," and of the wetland/river area he said, "No one is going to build anything back there." He noted that there are no accessory structures on the property, and said a lot of homes are built in tight spaces. Mr. Gatsch said the Petitioner is "pleading for some sympathy" through what he called a "humble request."

Member Jones asked Mr. Gatsch if he could build a 100SF practically with the existing grade. Mr. Gatsch said it would be more difficult, and the siting could be dangerous for, say, maneuvering a lawnmower. He also reported that the Petitioner would be willing to waive the right to build such a structure. Sr. Planner Fard said a shed is included in the LCR, and that the Petitioner would still have to come back to the Village for approval to construct one.

Member Miller asked if the proposed allows for safe egress, to which Mr. Gatsch replied, “Yes.” Board Member Panther asked if the floor of the storage area is to be concrete, to which Mr. Gatsch replied, “Yes.” Chairperson Constantino inquired as to the condition of the existing deck, to which Mr. Gatsch responded that it is rotting and unsafe.

Public Input

Intern Iwicki read into the record the following letter received:

Kevin Stough, Land Preservation Manager, Forest Preserve District of DuPage County, 3S580 Naperville Road, P.O. Box 5000, Wheaton, IL 60189:

Dear Mr. Constantino,

The Forest Preserve District of DuPage County recently received a Notice of Public Hearing regarding National Energy Contractors, Inc. petition for zoning variations and relief as it relates to the addition of a new sunroom at the aforementioned address. We appreciate receiving timely notification of such requests that may have an impact on District property and thank you for the opportunity to comment.

District Staff has reviewed the information provided and does not have any comments. Please do not hesitate to call me at (630) 933-7235 if you have any questions.

Member Panther delivered Findings of Fact, which were accepted unanimously by all members present following a roll call vote on a motion made by Member Jones and seconded by Member Crudele.

Deliberation

Board Member Crudele observed hardships in the slope, the flood plain, the adjacency to wetlands, the need for safe egress, and homeowner mobility limitations. Further opining that the materials proposed for the addition match the house, she said she is in favor of approving the Petitioners’ request. Commissioner Jones said he agrees with Member Crudele. Member Miller commented that mosquitos present a health risk, and said that since the yard backs up to property that can’t be built on, the setback will have no impact. Further, he noted that the addition will not be visible in that it is proposed for a private area. He said he is in favor of granting approval. Member Panther said he had nothing additional to offer, but expressed support. Citing previously expressed hardships, Chairperson Constantino said he, too, is in favor of recommending the Village Board grant variation request, as the proposed project will make for acceptable use of the property. He remarked that the LCR request is modest and the situation was not created by the owner, and said the proposed doesn’t appear to be solely for monetary gain or purposes, nor would the proposed present an apparent change to character of the area.

Member Crudele, seconded by Member Jones, moved to close the Public Hearing; passed unanimously via roll call vote by all Board Members present.

Board Member Miller moved for the following:

Having considered the application of National Energy Contractors, Inc., representing Donald and Cheryl Wiltgen, owners of the property located at 103 Grove Avenue, Glen Ellyn, for a zoning variation from Section 10-4-8(E)(1) to allow a lot coverage ratio of 24.77% where a maximum lot coverage ratio of 20% is allowed for two-story single-family dwellings in the R2 Residential District, and a zoning variation from Section 10-4-8(D)(2) to allow a rear yard setback of 32.8 feet where a rear yard setback of 40 feet is required for the construction of an addition to an existing principal structure in the R2 Residential District, the Zoning Board of Appeals hereby adopts the findings of fact in the petitioners’ application packet and presented by the petitioners at the Zoning Board of Appeals public hearing conducted on

August 30, 2022, as well as the findings included in the deliberations of the Zoning Board of Appeals and recommends APPROVAL based upon the following hardships and unique circumstances:

- Mosquitos from the river limit outdoor use due to the health risk;
- The unique topographic of the property and adjacent flood plain mean that there are not buildable lots behind them;
- The location of the addition allows for safe egress and it is replacing an existing, unsafe deck in the same location;

Seconded by Board Member Crudele, the motion passed unanimously by roll call vote with all Board members present voting YES.

Public Hearing for 645 Forest Avenue

A motion by Board Member Miller to open the Public Hearing concerning a construction-necessitated zoning variation (CNZV) request for 645 Forest Avenue was seconded by Member Jones and passed unanimously by roll call vote of all the Board Members who were present.

Staff Presentation

Sworn in, Senior Planner Atrian Fard, 535 Duane, stated that the Petitioner, Craig and Ann-Marie Cudzilo, owners of the subject property at 645 Forest Avenue, is requesting approval of variations from the Zoning Code for the subject property to allow a lot coverage of approximately 21 percent, in lieu of a 20 percent maximum allowed in the R2 Residential District; the placement and encroachment of a trampoline into the required corner side yard of 30 ft.; and to allow the trampoline to be approximately 3 ft. from the corner side lot line where accessory structures shall be located no less than 20 ft. from the corner side lot line. The subject property and all surrounding properties, she said, are zoned R2 and are all improved with single-family homes. The subject property, she added, is a corner lot located at the southeast corner of Forest Avenue and Linden Street, and the residence was built in 1923, according to the Zoning requirements in place at the time. Per staff findings, related Ms. Fard, 1923 setback provisions required a corner side yard to be at least 10 percent of the lot width (10 feet in this case), while a minimum corner side yard setback of 30 feet is required today. Therefore, she concluded, the house is legal nonconforming with respect to today's Code.

The Petitioners purchased the property in 2015, she stated, and since have submitted several permit applications to renovate the property. In 2018, she continued, they started their permit for demolition of the detached garage and construction of a new detached garage; in 2019 they asked for a building permit to build a new attached two-car garage and partial second-floor addition, the latter necessitating a zoning variation for alteration Class III to the nonconforming building. In 2020, she related, they requested another permit for a home remodel and for the addition of a new deck, patio and lower-level entry. For the 2020 permit, she said, the Petitioners did not request any zoning variation because their permit application was in compliance with the Village requirements. She noted there's no trampoline designated on the approved site plan, and explained that in August 2022 the Village Engineer conducted a final grading inspection and discovered that the deck extended beyond what was approved. The unapproved deck area, explained Ms. Fard, measures approximately 156.6SF and acts as a roof over the lower-level entryway, producing an increase in the LCR. According to the most recent Plat of Survey, she stated, the house and garages before the improvements encompassed an LCR of 19.97 percent, but said that alterations pushed it to 21 percent, which makes it non-conforming.

During the Final Inspection in September 2020, continued Sr. Planner Fard, the Village Engineer identified a retaining wall around a trampoline within the required corner side yard setback, neither of which appeared in the approved plan. According to the Petitioners' submitted timeline, the trampoline was installed in May 2021 during landscaping installations along the northern property line. Per Village Zoning Code, explained Ms. Fard, trampolines are regulated as recreational equipment and shall not be placed within the required corner side yards. In accordance with the plat of survey, she said, the trampoline currently encroaches into the required corner side yard setback of 30 ft. for 27 ft. She noted that the Village Engineer has approved the placement of the retaining wall, which is within their purview. She outlined ZBA action concerning the case.

Board Questions

Board Member Jones asked, if the space underneath the deck featured dirt, would it be considered part of the lot coverage. Ms. Fard explained that parts of the deck are still elevated, and that it is considered to be a roof as an entry is in place. In response to a question from Chairperson Constantino about the deck height determination, Sr. Planner Fard referenced points in the Code referring to height (7 ft.), but suggested that while not pertinent in this case, in practice the space essentially provides a roof over the dugout area, as a person can "pass" underneath. She confirmed to him that a 12 ft. by 12 ft. deck space he referenced was not in the plan. Member Jones observed that if the space was filled there would be no door (which Ms. Fard said would be fine).

Petitioner's Presentation

Sworn in, Craig Cudzilo, 645 Forest, who stated that there were challenges working on the lot, and recalled that it even though it was decided by the Village not to put a sidewalk along Linden during the Lenox street improvements, the Petitioner subsequently had to get a variance to not put one in. Mr. Cudzilo related that the deck extension – a modification made during construction – emerged from a discussion between his wife and the contractor, concluding that the Petitioner isn't adding anything that is going to drain off the property. He maintained nothing was hidden from inspectors. He stated that it wasn't until the final grading survey when he learned that he was not in compliance. He said he contacted and spoke with the Village Attorney, and subsequently was contacted by the Building Department with the documents for a variance process. Listing options – such as removing the hot tub – that he could take, Mr. Cudzilo said he merely wants convenient access to the seating area, and stressed that throughout the process he wanted to work with the Village "100 percent." He cited as a hardship the use of the property, and said neighbors – all of whom are within view of the deck – wrote a letter in his support. He said the electrical was reviewed by an inspector, and also that the retaining wall near the location of the trampoline was erected in response to a slight grade of the lot. Expressing concern about selective Code enforcement, Mr. Cudzilo said the trampoline is in the same location (which, he said, the neighbors acknowledged can't be seen from the street) in which it was placed when his family first moved into the house and it is difficult to see from the street, and he'd probably get rid of it the location is deemed to be in violation. Chairperson Constantino asked how the trampoline is treated in the winter. Mr. Cudzilo replied that the netting is removed and snow shoveled off. Board Member Jones asked when recreational equipment began to include trampolines. Sr. Planner Fard said she doesn't know. Member Jones wondered about safety issues at the house, to which the Petitioner related he'd encountered many. The Petitioner stated that there is no seating area by the deck, impervious area has been reduced from the approved plan, and he'd considered the modification minor and one that made sense.

Member Miller asked the Petitioner if he'd had the same general contractor throughout the process. Mr. Cudzilo replied, "No," citing building complexities. In that a local contractor was involved, Member Miller surmised that the builder should have known about the deck disposition. Member Panther asked if rainwater could get through the deck to the patio below, to which Mr. Cudzilo replied affirmatively. He said the 12 ft. x 12 ft. deck structure was in place at the time of the electrical rough-in inspection (deducing it went up between June 12 and 27). Ms. Fard noted the porch was inspected on July 29, 2020.

Member Panther reviewed the Findings of Fact, which were approved unanimously by all members present following a roll call vote on a motion made by Member Miller and seconded by Member Crudele.

Deliberation

Concluding that oversight is partially "on the Village," disallowing the Petitioner to change course, Member Miller remarked that trampolines are seen "all over," suggesting that "it doesn't seem fair" to single out the Petitioner's, and added that he's "a yes" to approving the variance requests. Board Member Crudele said she was swayed by testimony to say, "Yes," saying that the drainage set-up makes the LCR less of a concern, and deems the trampoline a "non- issue" for the neighbors. Board Member Panther said he, is a "Yes, as well," saying that the trampoline is screened from the street. He opined that the Code isn't "totally clear" on what makes a deck part of the LCR, leaving room for interpretation. Member Jones agreed with the other Board Members, and believing the Petitioner to be straightforward, he called the matter "an honest mistake." Chairperson Constantino said that, while he sees difficulty in properly making a measurement in the case, he acknowledged that the LCR ratio is minimal and noted the neighbors' support. He said he is leaning toward being okay on the deck, saying that the Village had an opportunity to intervene in the process, so perhaps shares some responsibility in the matter, and concluded that he would be in favor of recommending that the Village Board grant the variations as requested.

Member Jones, seconded by Member Panther, moved to close the Public Hearing; the motion passed unanimously by roll call vote. Board Member Miller moved for the following:

Having considered the application of Craig and Ann-Marie Cudzilo, owners of the property located at 645 Forest Avenue, Glen Ellyn, for a construction necessitated zoning variation to allow a lot coverage ratio of approximately 21 percent on the subject property for which the maximum permitted lot coverage ratio is 20 percent and for the placement and encroachment of recreational equipment (trampoline) within the required corner side yard of 30 feet, as depicted on the plans presented or revised at the public hearing, the Zoning Board of Appeals hereby adopts the findings of fact in the petitioner's application packet and presented by the petitioner at the Zoning Board of Appeals public hearing conducted on August 30, 2022, as well as the findings included in the deliberations of the Zoning Board of Appeals and recommends APPROVAL of the requested zoning variations from Sections 10-4-8(E)(1), 10-5-5(B)4#28, and 10-5-4(A)4(a), of the Glen Ellyn Zoning Code due to the unique circumstance that:

- There were Village inspections after the deck header and footings were installed; if caught, the homeowner could have stopped and removed the structure at that point;
- There is no sidewalk and the trampoline is not visible from the street;
- The trampoline has been in that location since 2016 and never been an issue;
- And, there are multiple homes in the Village with the same issue that have not been asked to remove the trampoline.

Seconded by Board Member Crudele, the motion passed unanimously by roll call vote with all Board Members present voting, “Yes.”

New Business

Board Member Miller requested that, in light of the late hour, the discussion CNZVs of be tabled. (Chairperson Constantino expressed the desire to a set a time during which Member Whalls could participate in the discussion.) After some discussion of the problem facing the Village in the volume of CNZVs seen, and objectives for evaluating the current process associated with such permitting violations, it was decided to formally take up the issue at a later meeting. Sr. Planner Fard said she will redistribute the packet of information on the subject in the meantime. Working with contractors on the issue and updating the Zoning Code were discussed.

Trustee’s Report

On behalf of Village Board Trustee Liaison Anne Gould, Emily Rodman reported that the Board approved the purchase of the US Bank site with the intention of partnering with the Park District to create green space downtown. Ms. Rodman introduced new Community Development Director Marty Scott, who, she said, brings experience and enthusiasm, and reported that building codes have been updated.

Staff Report

Sr. Planner Fard said a case involving a sunroom is up for the September meeting, and that she expects to discuss plans to fill the ZBA vacancy.

Adjournment

Chairperson Constantino adjourned the meeting at 9:40 p.m., following a voice vote on a motion by Member Miller and seconded by Member Jones.

Respectfully submitted,

Barbara Dutton-Thomas

Recording Secretary

Plat of Survey

LINE TYPE LEGEND

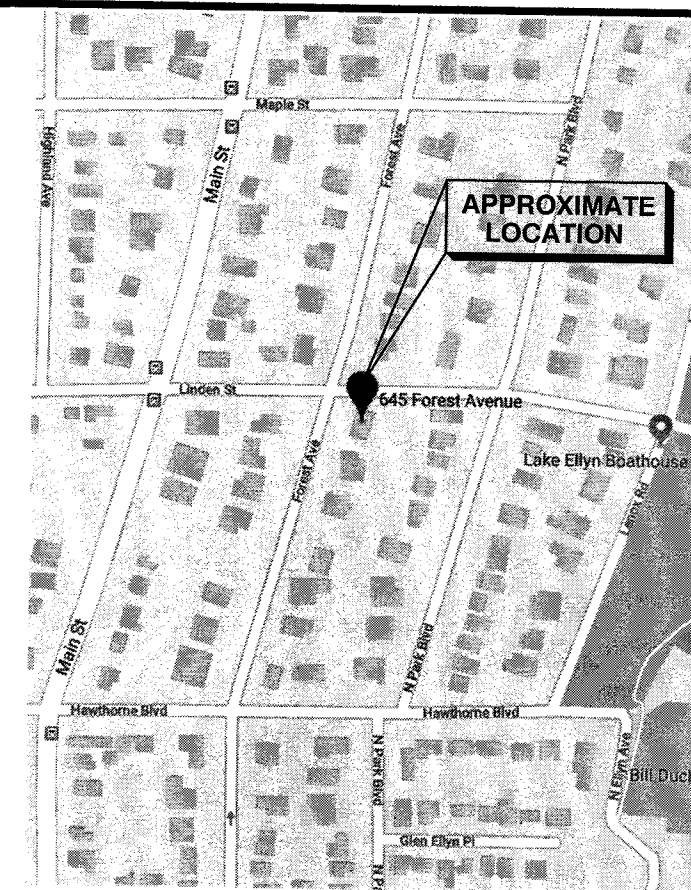
BOUNDARY LINE = 
FENCE = 

North
Scale 1" = 20'



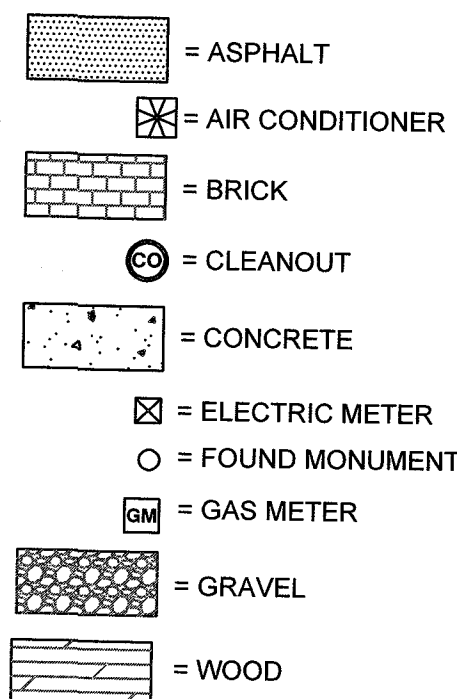
LEGAL DESCRIPTION:

THE NORTH 100.00 FEET OF LOT 6 (MEASURED ON THE WEST LINE) OF LOT 6, IN BLOCK 10, IN GLEN ELLYN ADDITION TO PROSPECT PARK, BEING A SUBDIVISION IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 11, 1890 AS DOCUMENT 42867, IN DUPAGE COUNTY, ILLINOIS.
COMMONLY KNOWN AS 645 FOREST AVENUE, GLEN ELLYN, ILLINOIS.



Vicinity Map
(No Scale)

SYMBOL LEGEND



ABBREVIATION LEGEND

ADA = AMERICANS WITH DISABILITY ACT
(D) = DEED
E = EAST
E'LY = EASTERLY
(M) = MEASURED DISTANCE
N = NORTH
N'LY = NORTHERLY
(R) = RECORD DISTANCE
S = SOUTH
S'LY = SOUTHERLY
TYP = TYPICAL
W = WEST
W'LY = WESTERLY
R.O.W. = RIGHT OF WAY

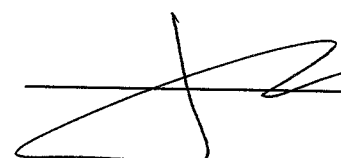
NOTES:

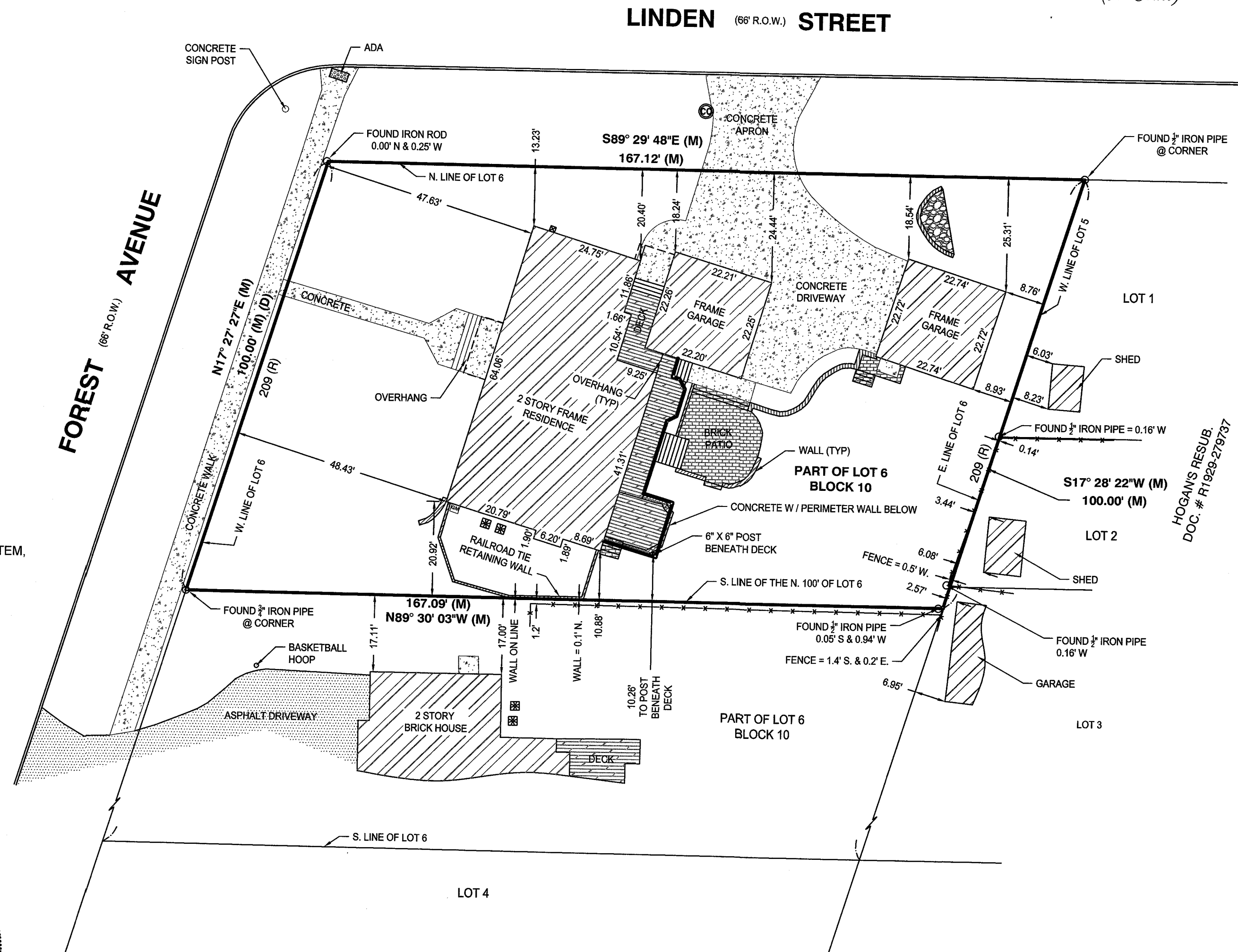
- 1) A CURRENT TITLE REPORT WAS NOT FURNISHED, THEREFORE, ALL RESTRICTIONS, ROAD DEDICATIONS, ROAD VACATIONS, AND EASEMENTS MAY NOT BE SHOWN.
- 2) ALL UTILITIES MAY NOT BE SHOWN. CALL J.U.L.I.E. AT 1-800-892-0123 FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES PRIOR TO ANY DIGGING OR CONSTRUCTION.
- 3) PARCEL CONTAINS APPROXIMATELY 15,984 SQUARE FEET.
- 4) ALL MEASURED BEARINGS SHOWN HEREON ARE BASED ON NAD 83 ILLINOIS COORDINATE SYSTEM, EAST ZONE (2011 CORRECTION) AS DETERMINED BY USE OF GPS EQUIPMENT USING TRIMBLES VRS NETWORK AND EQUIPMENT.
- 5) THIS PROPERTY MAY BE WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF GLEN ELLYN AND AS SUCH IS SUBJECT TO ZONING AND BUILDING RESTRICTIONS.
- 6) FIELD WORK COMPLETED ON JUNE 20, 2022.
- 7) ALL MONUMENT TIES ARE MEASURED PERPENDICULAR TO THE PROPERTY LINE(S).

STATE OF ILLINOIS)
COUNTY OF KANE) SS

WE, RIDGELINE CONSULTANTS, LLC., ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004766, DO HEREBY CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

DATED AT MONTGOMERY, ILLINOIS ON JUNE 24, 2022.

 Expires: 11/30/22



REVISION	DATE	DESC	BOOK	DWG. SIZE: C	CHECKED: JH

Ridgeline Consultants LLC	BOOK	DWG. SIZE: C	CHECKED: JH
Illinois Professional Design Firm No. 184-004766	DRAWN: TLC (PSM)		
1661 Aucutt Road, Montgomery, IL 60538	REFERENCE		
PH: 630.801.7927 FAX: 630.701.1385	DATE: 06/23/2022		
Jianfeng Hua P.L.S. 4071 Expiration Date 11/30/2022			
George H. Skulavik P.L.S. 2580 Expiration Date 11/30/2022			
Stacy L. Stewart P.L.S. 3415 Expiration Date 11/30/2022			



PREPARED FOR:	CRAIG CUDZILO
PROPERTY ADDRESS:	645 FOREST AVENUE GLEN ELLYN, ILLINOIS

SHEET	1	OF	1
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**Glen Ellyn Village
Board**
535 Duane Street
Glen Ellyn, IL 60137

Meeting 9/26/2022 6:00 PM
Department: Community Development
Department Head: Marty Scott
Category: Ordinance
Prepared By: Brad Iwicki, Atrin Fard

**AGENDA ITEM (ID
2022-2650)**

DOC ID: 2022-2650

Motion to Approve Ordinance No. 6980, An Ordinance Approving Variations to Allow Construction of a Two-Story Sunroom Addition on the Property Located at 103 Grove Avenue (Community Development Director Scott)

Statement of the Issue:

National Energy Contractors, Inc., on behalf of property owners, Donald and Cheryl Wiltgen, is requesting approval of variations from the Glen Ellyn Zoning Code to allow construction of a two-story sunroom addition on the rear of the home. The subject property and the properties to the north, west and south are all zoned R2 – Single Family Residential District and are improved with single family homes. The property to the east is also zoned R2 District, owned by the Forest Preserve District of DuPage County, adjacent to the East Branch DuPage River floodway and 100-year and 500-year floodplains. According to the petitioner, the residence adjacency to the river, a breeding site for mosquitos, has increased health and safety risks for homeowners using the backyard during warm seasons. Therefore, an enclosed area at the rear would enhance the functionality of the backyard.

Analysis:

The petitioner is proposing to demolish the existing dilapidated deck at the rear and replace it with a two-story building addition. The addition will measure 16-foot-wide by 12-foot-deep, totaling 192 square feet. The lower-level portion of the addition would be used for storage and have access doors on the north elevation. The proposed upper level, with direct access to the existing kitchen area, would be used as a sunroom. In order to construct the project as proposed, the petitioner will need to be granted variations from Section 10-4-8-(D)2 of the Zoning Code to allow a rear yard setback of 32.8 feet in lieu of 40 feet rear yard setback and Section 10-4-8(E)1 to allow a lot coverage ratio of 24.77% in lieu of the maximum permitted lot coverage ratio of 20%.

Due to the proximity to the river, the property slopes down at a grade of about 11% (approximately 5-foot-decline across 45 feet from the principal structure to the rear lot line), where stormwater runoff flows toward the river. The Village Stormwater Engineer does not anticipate that the proposed addition would negatively impact the natural flow of water drainage due to the 15 to 17-foot drop in elevation between the principal structure and the floodway. However, if variations are granted, the plans will be further reviewed and evaluated by Village's Stormwater Engineer for conformance as part of the permitting phase.

Notice of the public hearing was published in the Daily Herald on August 14, 2022. The Zoning Board of Appeals conducted a public hearing on the requested variation on August 30, 2022.

Public Hearing Summary:

At the ZBA public hearing on August 30, 2022, the ZBA reviewed the existing conditions of the property and considered the testimony from the petitioners. One letter from the Forest Preserve District of DuPage County was read into the record that discussed their appreciation of receiving notice of the zoning variation request.

The ZBA members were in support of the requests. The board members discussed the subject property in relation to the nearby wetland, the change of grade on the lot, mosquitos posing a health risk to homeowners, the adjacency of the rear yard unbuildable wetlands, and that the owners did not create the existing conditions.

The ZBA found that the following hardships or unique circumstances applied to this request:

- Mosquitos from the river limit outdoor use due to the health risk;
- The unique topography of the property and adjacent flood plain leading to unbuildable lots behind the property; and
- The location of the addition allows for safe egress and will replace the existing, rotting, unsafe deck in the same location.

For more information, please review the Zoning Board of Appeals packet available [here](#).

Recommendation:

At the public hearing on August 30, 2022, the Zoning Board of Appeals voted on a motion to recommend approval of the requested variation which did carry with five (5) yes and zero (0) no votes. Since the motion carried, staff has prepared an ordinance to **approve** the requested variation.

Budget Impact:

N/A

Action Requested:

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

Attachments:

1. 1. Draft Ordinance
2. Exhibit A Draft Minutes ZBA Meeting 8_30_22

Village Of Glen Ellyn

Ordinance No. _____

**An Ordinance Approving Variations
to Allow Construction of a Two-Story Sunroom Addition
on the Property Located at 103 Grove Avenue,
Glen Ellyn, IL 60137**

**Adopted by the
President and the Board of Trustees
of the Village of Glen Ellyn
DuPage County, Illinois
This _____ Day of _____, 20_____.**

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

ORDINANCE NO. _____

**An Ordinance Approving Variations
to Allow Construction of a Two-Story Sunroom Addition
on the Property Located at 103 Grove Avenue,
Glen Ellyn, IL 60137**

Whereas, National Energy Contractors, Inc., petitioner on behalf of the owners of the property at 103 Grove Avenue, Glen Ellyn, Illinois, which is legally described as follows:

LOT 3 AND THE NORTH 20 FEET OF LOT 4 IN BLOCK 39 IN SECOND ADDITION TO ROOSEVELT GARDEN HOMESITES, BEING A SUBDIVISION IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE 3RD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1921 AS DOCUMENT 151439, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-13-319-003

has petitioned the President and Board of Trustees of the Village of Glen Ellyn for variations from Section 10-4-8 (D)2 to allow the construction of a two-story sunroom addition with a rear yard setback of 32.8' where a 40-foot rear yard setback is required; and Section 10-4-8(E)1 to allow a lot coverage ratio of 24.77 percent where a maximum lot coverage ratio of 20 percent is allowed for two-story single-family dwellings in the R2 Residential Zoning District; and

Whereas, following due notice by publication in the Daily Herald not less than fifteen (15) nor more than thirty (30) days prior thereto, and by mailing notice to all property owners within 250 feet of the subject property at least ten (10) days prior thereto, and following the placement of a placard on the subject property not less than fifteen (15) days prior thereto, the Glen Ellyn Zoning Board of Appeals conducted a public hearing on August 30, 2022, at which the petitioner presented evidence, testimony, and exhibits in support of the variation requests and zero (0) persons appeared in favor of the variation requests and zero (0) person appeared in opposition thereto; and

Whereas, included in the evidence presented by the petitioner was one letter from Forest

Preserves of DuPage County acknowledging receipt of the public notice, which was read into the record of the Zoning Board of Appeals at the August 30, 2022 public hearing; and

Whereas, based upon the evidence, testimony, and exhibits presented at the public hearing on August 30, 2022, the Zoning Board of Appeals adopted findings of fact and voted on a motion to recommend approval of the variations, which did carry by a roll call vote of five (5) “yes” and zero (0) “no”, resulting in a recommendation for approval as set forth in its Approved Minutes dated August 30, 2022, appended hereto as Exhibit "A"; and

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

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

- A. That the plight of the owners is due to the property’s proximity to a wetland, the extreme slope of the property’s topography, and health risks from insects; and
- B. That the variations, if granted, will not alter the essential character of the locality and will allow a property improvement on the rear of the house that is generally within keeping of the character of the neighborhood and the proposed materials for the addition will match that of the existing home; and
- C. That the conditions upon which the variations are based would not be applicable generally to other properties within the same zoning district because the extreme slope of the lot and adjacency to wetlands limit the use of the backyard without granting of variations; and
- D. That the purpose of the variations is not based exclusively upon a desire to make more money out of the property since the property owners intend to make this

improvement to efficiently utilize their backyard and improve their present living conditions; and

- E. That the practical difficulty or particular hardship has not been created by any persons presently having an interest in the property because the subject lot's adjacency to a wetland and natural change of grade have created hardships on potential improvements on the property and imposed health risks to homeowners; and
- F. 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 because only two neighbors will be able to see the sunroom addition, which will be constructed in accordance with all applicable Zoning Code regulations other than the variations granted; and
- G. That the variations will not substantially increase the hazard from fire or other dangers to said property and not otherwise impair the public health, safety, or general welfare of the inhabitants of the Village since the sunroom addition will protect residents from health risks caused by nearby wetland areas and will be constructed in accordance with all applicable Building Code regulations; and
- H. That the variations will not diminish or impair property values within the neighborhood since the sunroom addition will allow the property owners to improve upon their current property and make better use of their backyard; and
- I. That the variations will not unduly increase traffic congestion in the public streets and highways, as the traffic pattern on site will not be changed; and
- J. That the variations will not result in an increase in public expenditures or create a

nuisance since the variations would continue a single-family residential use in a residential zoning district; and

- K. That the variations are the minimum variations that will make possible the proposed 192 square-foot addition will replace the existing deck that is in disrepair, will be of a reasonable size to accommodate owners' needs, and will be constructed of the same materials as the principal building; and

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

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

Section One: The Draft Minutes of the August 30, 2022 Glen Ellyn Zoning Board of Appeals meeting, Exhibit "A" appended hereto, are hereby accepted, and the findings of fact and conclusions set forth in the preambles above are hereby adopted as the findings of fact and conclusions of the corporate authorities of the Village of Glen Ellyn.

Section Two: Based upon the above findings of fact, the President and Board of Trustees hereby approve variations from Section 10-4-8 (D)2 to allow the construction of a two-story sunroom addition with a rear yard setback of 32.8' where a 40-foot rear yard setback is required; and Section 10-4-8(E)1 to allow a lot coverage ratio of 24.77 percent where a maximum lot coverage ratio of 20 percent is allowed for two-story single-family dwellings in the R2 Residential Zoning District, for the property at 103 Grove Avenue, Glen Ellyn, Illinois, which is legally described as follows:

LOT 3 AND THE NORTH 20 FEET OF LOT 4 IN BLOCK 39 IN SECOND ADDITION TO ROOSEVELT GARDEN HOMESITES, BEING A SUBDIVISION IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE 3RD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1921 AS DOCUMENT

151439, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-13-319-003

Section Three: This grant of variations is conditioned upon the sunroom addition being constructed in substantial compliance with the testimony and exhibits provided at the August 30, 2022 Zoning Board of Appeals public hearing.

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

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

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

Section Seven: Failure of the owner or other party in interest or a subsequent owner or other party in interest to comply with the terms of this Ordinance, after 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 _____, 20_____.

	Ayes		Nays		Absent
Fasules					
Gould					
Thompson					
Kalinich					
Payne					
Christiansen					
Senak (in event of a tie)					

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____.)

DRAFT MINUTES
ZONING BOARD OF APPEALS SPECIAL MEETING
August 30, 2022

Call to Order and Roll Call

The meeting was called to order at 7:02 p.m., by Chairperson Greg Constantino, who explained the function of the Zoning Board of Appeals (ZBA) and the determination process it undertakes. He reviewed the notice made for the evening's agenda items. Roll was called. Present: Chairperson Constantino and Board Members Matthew Jones, Chip Miller, Katie Crudele and Reed Panther. Absent: Thomas Whalls. The Chairperson described the process for the evening's proceedings, announced that the meeting would be recorded, and introduced Planning Intern Brad Iwicki Senior Planner Atrian Fard, and Recording Secretary Barb Dutton. Also in attendance were Assistant Village Manager Emily Rodman and Village Community Development Director Marty Scott

Approval of Meeting Minutes

Following a motion by Board Member Miller, seconded by Member Jones, to approve the draft minutes of the June 14, 2022 meeting, the motion passed unanimously via roll call vote by all Board Members present.

Public Hearing for 103 Grove Avenue

A motion by Board Member Jones to open the Public Hearing concerning for 103 Grove Avenue, and seconded by Member Crudele, passed unanimously via roll call vote by all Board Members present.

Staff Presentation

Sworn in, Planning Intern Bradley Iwicki, 535 Duane, stated that Petitioners are requesting a recommendation of approval of zoning variations to allow a rear yard setback of 32.8 ft. in lieu of the required rear yard setback of 40 ft. in the R2 Residential District; to allow a lot coverage ratio (LCR) of 24.77 percent, in lieu of the maximum LCR of 20 percent in the R2 District; and any other zoning relief necessary to construct an addition to their house as presented at the Public Hearing or meeting of the Village Board. The subject property is part of the Roosevelt Garden Homesites Subdivision and was constructed in 1964. The lot is rectangular-shaped and improved with a split-level frame single-family home with an attached garage. Currently, the property has a lot coverage ratio of 22.58 percent, which exceeds the maximum allowable lot coverage ratio of 20 percent in the R2 District.

The current residents, related Mr. Iwicki, first occupied this home in March of 2018 and would like to improve the home with an addition to suit their family needs and to enjoy their yard and view, continued Mr. Iwicki. According to the Petitioner, he said, the residence adjacency to the river, a breeding site for mosquitos, has increased health and safety risks for homeowners using the backyard during warm seasons; therefore, an enclosed area at the rear would enhance the functionality of the backyard. He stated that the subject property is an interior lot on the east side of Grove, that the properties to the north, west and south are all zoned R2 – Single Family Residential District and are improved with single family homes, stated Mr. Iwicki. The property to the east is also zoned R2 and is owned by the Forest Preserve District of DuPage County.

Due to the proximity to the river, continued Mr. Iwicki, the property slopes down at a grade of about 11 percent (approximately 5-foot-decline across 45 feet from the principal structure to the rear lot line), where stormwater runoff flows toward the river. The Village Stormwater Engineer, stated, Mr. Iwicki, does not anticipate that the proposed addition would negatively impact the natural flow of water drainage due to the 15- to 17-foot drop in elevation between the principal structure and the floodway that exists. If variations are granted, however, the plans will be further reviewed and evaluated by Village's Stormwater Engineer for conformance as part of the permitting phase, he said. The Petitioner proposes demolishing the existing dilapidated deck at the rear and replace it with a two-story building addition measuring 16 ft. wide by 12 ft. deep, totaling 192SF, Mr. Iwicki explained. The proposed upper level, with direct access to the existing kitchen area, would be used as a sunroom, to feature tempered glass windows on all sides and a door on the south elevation providing access to a stairwell and the existing patio to the south, he added, and said that the lower-level portion of the addition would be used for storage and have access doors on the north elevation. Staff received two letters from adjacent neighbors to the north and south in support of granting the variations, related Mr. Iwicki, who concluded his presentation by outlining Board action.

Board Member Jones asked what additional secondary structures would be allowed if a 25 Percent LCR was in place. Planning Intern Iwicki replied that he didn't believe Staff did these calculations. Sworn in, Atrian Fard, Sr. Planner, 535 Duane, elaborated that the LCR governing accessory structures is 30 percent of the required rear yard or 1,000SF, whichever is less. Member Miller asked if the area marked as lots behind the property on the river side is considered flood plain and not buildable. Mr. Iwicki said that while it was originally part of the subdivision, it is part of the floodplain. Chairperson Constantino asked if easterly property is deemed wetlands. Ms. Fard responded affirmatively, stating that it serves as buffer to the river, and is not buildable, despite the zoning map erroneously showing it as R2. Mr. Miller observed that the river was moved when the floodplain was created.

Petitioner's Presentation

Sworn in, Peter Gatsch, President, National Energy Contractors, 206 W. North Ave., Lombard, representing Donald and Cheryl Wiltgen, owners of the subject property, contended that "a subjective analyzation" would suggest that the homeowners are "not getting too carried away" in their plan, and stated that an alternative one would not be practical due to hardships, including the fact that the wetland is "inundated with insects" and wildlife, and a stairwell to avoid blocking at the split-level home. He said the addition would not offend anyone due to the location, nor would it change the character of the neighborhood. He added that the addition would be replacing a "dilapidated deck," replacement of which would offer limited use. Both of the homeowners, he said, have knee issues, so wish to enjoy the yard from right off the kitchen, a logical location for the addition given the layout of the house. He claimed that that the backyard is an "intolerable area," and of the wetland/river area he said, "No one is going to build anything back there." He noted that there are no accessory structures on the property, and said a lot of homes are built in tight spaces. Mr. Gatsch said the Petitioner is "pleading for some sympathy" through what he called a "humble request."

Member Jones asked Mr. Gatsch if he could build a 100SF practically with the existing grade. Mr. Gatsch said it would be more difficult, and the siting could be dangerous for, say, maneuvering a lawnmower. He also reported that the Petitioner would be willing to waive the right to build such a structure. Sr. Planner Fard said a shed is included in the LCR, and that the Petitioner would still have to come back to the Village for approval to construct one.

Member Miller asked if the proposed allows for safe egress, to which Mr. Gatsch replied, “Yes.” Board Member Panther asked if the floor of the storage area is to be concrete, to which Mr. Gatsch replied, “Yes.” Chairperson Constantino inquired as to the condition of the existing deck, to which Mr. Gatsch responded that it is rotting and unsafe.

Public Input

Intern Iwicki read into the record the following letter received:

Kevin Stough, Land Preservation Manager, Forest Preserve District of DuPage County, 3S580 Naperville Road, P.O. Box 5000, Wheaton, IL 60189:

Dear Mr. Constantino,

The Forest Preserve District of DuPage County recently received a Notice of Public Hearing regarding National Energy Contractors, Inc. petition for zoning variations and relief as it relates to the addition of a new sunroom at the aforementioned address. We appreciate receiving timely notification of such requests that may have an impact on District property and thank you for the opportunity to comment.

District Staff has reviewed the information provided and does not have any comments. Please do not hesitate to call me at (630) 933-7235 if you have any questions.

Member Panther delivered Findings of Fact, which were accepted unanimously by all members present following a roll call vote on a motion made by Member Jones and seconded by Member Crudele.

Deliberation

Board Member Crudele observed hardships in the slope, the flood plain, the adjacency to wetlands, the need for safe egress, and homeowner mobility limitations. Further opining that the materials proposed for the addition match the house, she said she is in favor of approving the Petitioners’ request. Commissioner Jones said he agrees with Member Crudele. Member Miller commented that mosquitos present a health risk, and said that since the yard backs up to property that can’t be built on, the setback will have no impact. Further, he noted that the addition will not be visible in that it is proposed for a private area. He said he is in favor of granting approval. Member Panther said he had nothing additional to offer, but expressed support. Citing previously expressed hardships, Chairperson Constantino said he, too, is in favor of recommending the Village Board grant variation request, as the proposed project will make for acceptable use of the property. He remarked that the LCR request is modest and the situation was not created by the owner, and said the proposed doesn’t appear to be solely for monetary gain or purposes, nor would the proposed present an apparent change to character of the area.

Member Crudele, seconded by Member Jones, moved to close the Public Hearing; passed unanimously via roll call vote by all Board Members present.

Board Member Miller moved for the following:

Having considered the application of National Energy Contractors, Inc., representing Donald and Cheryl Wiltgen, owners of the property located at 103 Grove Avenue, Glen Ellyn, for a zoning variation from Section 10-4-8(E)(1) to allow a lot coverage ratio of 24.77% where a maximum lot coverage ratio of 20% is allowed for two-story single-family dwellings in the R2 Residential District, and a zoning variation from Section 10-4-8(D)(2) to allow a rear yard setback of 32.8 feet where a rear yard setback of 40 feet is required for the construction of an addition to an existing principal structure in the R2 Residential District, the Zoning Board of Appeals hereby adopts the findings of fact in the petitioners’ application packet and presented by the petitioners at the Zoning Board of Appeals public hearing conducted on

August 30, 2022, as well as the findings included in the deliberations of the Zoning Board of Appeals and recommends APPROVAL based upon the following hardships and unique circumstances:

- Mosquitos from the river limit outdoor use due to the health risk;
- The unique topographic of the property and adjacent flood plain mean that there are not buildable lots behind them;
- The location of the addition allows for safe egress and it is replacing an existing, unsafe deck in the same location;

Seconded by Board Member Crudele, the motion passed unanimously by roll call vote with all Board members present voting YES.

Public Hearing for 645 Forest Avenue

A motion by Board Member Miller to open the Public Hearing concerning a construction-necessitated zoning variation (CNZV) request for 645 Forest Avenue was seconded by Member Jones and passed unanimously by roll call vote of all the Board Members who were present.

Staff Presentation

Sworn in, Senior Planner Atrian Fard, 535 Duane, stated that the Petitioner, Craig and Ann-Marie Cudzilo, owners of the subject property at 645 Forest Avenue, is requesting approval of variations from the Zoning Code for the subject property to allow a lot coverage of approximately 21 percent, in lieu of a 20 percent maximum allowed in the R2 Residential District; the placement and encroachment of a trampoline into the required corner side yard of 30 ft.; and to allow the trampoline to be approximately 3 ft. from the corner side lot line where accessory structures shall be located no less than 20 ft. from the corner side lot line. The subject property and all surrounding properties, she said, are zoned R2 and are all improved with single-family homes. The subject property, she added, is a corner lot located at the southeast corner of Forest Avenue and Linden Street, and the residence was built in 1923, according to the Zoning requirements in place at the time. Per staff findings, related Ms. Fard, 1923 setback provisions required a corner side yard to be at least 10 percent of the lot width (10 feet in this case), while a minimum corner side yard setback of 30 feet is required today. Therefore, she concluded, the house is legal nonconforming with respect to today's Code.

The Petitioners purchased the property in 2015, she stated, and since have submitted several permit applications to renovate the property. In 2018, she continued, they started their permit for demolition of the detached garage and construction of a new detached garage; in 2019 they asked for a building permit to build a new attached two-car garage and partial second-floor addition, the latter necessitating a zoning variation for alteration Class III to the nonconforming building. In 2020, she related, they requested another permit for a home remodel and for the addition of a new deck, patio and lower-level entry. For the 2020 permit, she said, the Petitioners did not request any zoning variation because their permit application was in compliance with the Village requirements. She noted there's no trampoline designated on the approved site plan, and explained that in August 2022 the Village Engineer conducted a final grading inspection and discovered that the deck extended beyond what was approved. The unapproved deck area, explained Ms. Fard, measures approximately 156.6SF and acts as a roof over the lower-level entryway, producing an increase in the LCR. According to the most recent Plat of Survey, she stated, the house and garages before the improvements encompassed an LCR of 19.97 percent, but said that alterations pushed it to 21 percent, which makes it non-conforming.

During the Final Inspection in September 2020, continued Sr. Planner Fard, the Village Engineer identified a retaining wall around a trampoline within the required corner side yard setback, neither of which appeared in the approved plan. According to the Petitioners' submitted timeline, the trampoline was installed in May 2021 during landscaping installations along the northern property line. Per Village Zoning Code, explained Ms. Fard, trampolines are regulated as recreational equipment and shall not be placed within the required corner side yards. In accordance with the plat of survey, she said, the trampoline currently encroaches into the required corner side yard setback of 30 ft. for 27 ft. She noted that the Village Engineer has approved the placement of the retaining wall, which is within their purview. She outlined ZBA action concerning the case.

Board Questions

Board Member Jones asked, if the space underneath the deck featured dirt, would it be considered part of the lot coverage. Ms. Fard explained that parts of the deck are still elevated, and that it is considered to be a roof as an entry is in place. In response to a question from Chairperson Constantino about the deck height determination, Sr. Planner Fard referenced points in the Code referring to height (7 ft.), but suggested that while not pertinent in this case, in practice the space essentially provides a roof over the dugout area, as a person can "pass" underneath. She confirmed to him that a 12 ft. by 12 ft. deck space he referenced was not in the plan. Member Jones observed that if the space was filled there would be no door (which Ms. Fard said would be fine).

Petitioner's Presentation

Sworn in, Craig Cudzilo, 645 Forest, who stated that there were challenges working on the lot, and recalled that it even though it was decided by the Village not to put a sidewalk along Linden during the Lenox street improvements, the Petitioner subsequently had to get a variance to not put one in. Mr. Cudzilo related that the deck extension – a modification made during construction – emerged from a discussion between his wife and the contractor, concluding that the Petitioner isn't adding anything that is going to drain off the property. He maintained nothing was hidden from inspectors. He stated that it wasn't until the final grading survey when he learned that he was not in compliance. He said he contacted and spoke with the Village Attorney, and subsequently was contacted by the Building Department with the documents for a variance process. Listing options – such as removing the hot tub – that he could take, Mr. Cudzilo said he merely wants convenient access to the seating area, and stressed that throughout the process he wanted to work with the Village "100 percent." He cited as a hardship the use of the property, and said neighbors – all of whom are within view of the deck – wrote a letter in his support. He said the electrical was reviewed by an inspector, and also that the retaining wall near the location of the trampoline was erected in response to a slight grade of the lot. Expressing concern about selective Code enforcement, Mr. Cudzilo said the trampoline is in the same location (which, he said, the neighbors acknowledged can't be seen from the street) in which it was placed when his family first moved into the house and it is difficult to see from the street, and he'd probably get rid of it the location is deemed to be in violation. Chairperson Constantino asked how the trampoline is treated in the winter. Mr. Cudzilo replied that the netting is removed and snow shoveled off. Board Member Jones asked when recreational equipment began to include trampolines. Sr. Planner Fard said she doesn't know. Member Jones wondered about safety issues at the house, to which the Petitioner related he'd encountered many. The Petitioner stated that there is no seating area by the deck, impervious area has been reduced from the approved plan, and he'd considered the modification minor and one that made sense.

Member Miller asked the Petitioner if he'd had the same general contractor throughout the process. Mr. Cudzilo replied, "No," citing building complexities. In that a local contractor was involved, Member Miller surmised that the builder should have known about the deck disposition. Member Panther asked if rainwater could get through the deck to the patio below, to which Mr. Cudzilo replied affirmatively. He said the 12 ft. x 12 ft. deck structure was in place at the time of the electrical rough-in inspection (deducing it went up between June 12 and 27). Ms. Fard noted the porch was inspected on July 29, 2020.

Member Panther reviewed the Findings of Fact, which were approved unanimously by all members present following a roll call vote on a motion made by Member Miller and seconded by Member Crudele.

Deliberation

Concluding that oversight is partially "on the Village," disallowing the Petitioner to change course, Member Miller remarked that trampolines are seen "all over," suggesting that "it doesn't seem fair" to single out the Petitioner's, and added that he's "a yes" to approving the variance requests. Board Member Crudele said she was swayed by testimony to say, "Yes," saying that the drainage set-up makes the LCR less of a concern, and deems the trampoline a "non- issue" for the neighbors. Board Member Panther said he, is a "Yes, as well," saying that the trampoline is screened from the street. He opined that the Code isn't "totally clear" on what makes a deck part of the LCR, leaving room for interpretation. Member Jones agreed with the other Board Members, and believing the Petitioner to be straightforward, he called the matter "an honest mistake." Chairperson Constantino said that, while he sees difficulty in properly making a measurement in the case, he acknowledged that the LCR ratio is minimal and noted the neighbors' support. He said he is leaning toward being okay on the deck, saying that the Village had an opportunity to intervene in the process, so perhaps shares some responsibility in the matter, and concluded that he would be in favor of recommending that the Village Board grant the variations as requested.

Member Jones, seconded by Member Panther, moved to close the Public Hearing; the motion passed unanimously by roll call vote. Board Member Miller moved for the following:

Having considered the application of Craig and Ann-Marie Cudzilo, owners of the property located at 645 Forest Avenue, Glen Ellyn, for a construction necessitated zoning variation to allow a lot coverage ratio of approximately 21 percent on the subject property for which the maximum permitted lot coverage ratio is 20 percent and for the placement and encroachment of recreational equipment (trampoline) within the required corner side yard of 30 feet, as depicted on the plans presented or revised at the public hearing, the Zoning Board of Appeals hereby adopts the findings of fact in the petitioner's application packet and presented by the petitioner at the Zoning Board of Appeals public hearing conducted on August 30, 2022, as well as the findings included in the deliberations of the Zoning Board of Appeals and recommends APPROVAL of the requested zoning variations from Sections 10-4-8(E)(1), 10-5-5(B)4#28, and 10-5-4(A)4(a), of the Glen Ellyn Zoning Code due to the unique circumstance that:

- There were Village inspections after the deck header and footings were installed; if caught, the homeowner could have stopped and removed the structure at that point;
- There is no sidewalk and the trampoline is not visible from the street;
- The trampoline has been in that location since 2016 and never been an issue;
- And, there are multiple homes in the Village with the same issue that have not been asked to remove the trampoline.

Seconded by Board Member Crudele, the motion passed unanimously by roll call vote with all Board Members present voting, “Yes.”

New Business

Board Member Miller requested that, in light of the late hour, the discussion CNZVs of be tabled. (Chairperson Constantino expressed the desire to a set a time during which Member Whalls could participate in the discussion.) After some discussion of the problem facing the Village in the volume of CNZVs seen, and objectives for evaluating the current process associated with such permitting violations, it was decided to formally take up the issue at a later meeting. Sr. Planner Fard said she will redistribute the packet of information on the subject in the meantime. Working with contractors on the issue and updating the Zoning Code were discussed.

Trustee’s Report

On behalf of Village Board Trustee Liaison Anne Gould, Emily Rodman reported that the Board approved the purchase of the US Bank site with the intention of partnering with the Park District to create green space downtown. Ms. Rodman introduced new Community Development Director Marty Scott, who, she said, brings experience and enthusiasm, and reported that building codes have been updated.

Staff Report

Sr. Planner Fard said a case involving a sunroom is up for the September meeting, and that she expects to discuss plans to fill the ZBA vacancy.

Adjournment

Chairperson Constantino adjourned the meeting at 9:40 p.m., following a voice vote on a motion by Member Miller and seconded by Member Jones.

Respectfully submitted,

Barbara Dutton-Thomas

Recording Secretary



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

Meeting 9/26/2022 6:00 PM
Department: Public Works
Department Head: Dave Buckley
Category: Contract
Prepared By: Dave Buckley

AGENDA ITEM (ID
2022-2651)

DOC ID: 2022-2651

Authorize the Village Manager to execute a 1-year contract with B&B Holiday Decorating LLC of Des Plaines, IL for Seasonal Decorations in a not to exceed amount of \$88,993 to be expensed to the General Fund (Public Works Director Buckley)

Statement of the Issue:

For approximately 20 years, the Village has contracted out the Central Business District (CBD) Seasonal Decorations. CBD decorations have included the installation of mini lights on 75-85 trees and seasonal decorations on over 230 street light poles. Decorations were expanded to include street light pole decorations on 37 poles at Stacy's Corner in 2007 and lighting the exterior of the train station in 2012. Public Works also installs a 20-foot artificial tree (current tree purchased in 2017; the tree lasts about 10 years) at the intersection of Main and Crescent. This tree is professionally decorated every 3-4 years, depending on how ornaments weather the winter elements. The tree decorations were updated in 2021.

Over 95% of the time Glen Ellyn has received favorable reviews on the seasonal decorations. Those favorable years started with McFarlane Douglass as the first-year contractor and continued for seven years with the McFarlane Douglass project manager who went on to form her own company, TerraScape Designs. This was followed by another three years with McFarlane Douglass, followed by four years with the most recent contractor, B&B Holiday Lighting. Past RFPs have included progressively more direct language to acquire the decorative look and feel the Village wishes to achieve; included in the RFP were photo images of the desired look as well as detailed requirements for lights, garland, and bows. In the past, decorating Glen Ellyn for the holidays requires both technical ability as well as design flair to drape the lights in the trees to achieve maximum effect while staying within the limited electrical ability of the CBD. B&B Holiday Decorating did an excellent job meeting Glen Ellyn standard with tree canopy lighting and was responsive when needed for repairs due to multiple variables that impact light strands draped in trees.

A presentation was made to the Village Board regarding seasonal decoration options (LED vs. Traditional and wrapped vs. draped) in the spring of 2014. At that time, the Village Board recommended staying with traditional lights being draped in the trees due to prohibitive costs. In 2018 Public Works included an alternate option to have all trees lit with LED lights as the cost for LED lights had moderated significantly due to prevalent holiday use and advancements in LED technology.

In 2015, Glen Ellyn approached the City of Wheaton who was sending out a bid for Seasonal Decorations for the first time, to craft one document that would serve both communities. Once the document was completed, Glen Ellyn determined that the scope of work was too different between the communities to realize any true economies of scale and could work against project deadlines being met. Glen Ellyn Public Works went out to bid for this project on its own, but continues to pursue cost saving measures when available and practical.

The past 4 years of seasonal decorations have been with warm white LED lights. The industry has moved forward with LED, which draw less power and have a longer life span. The past three-year contract (extended for a 4th year) assessed the difference in cost between LED and incandescent and determined the best lighting solution for the CBD trees was LED. Rather than asking for a yearly price for each of the three individual years of the past contract, the RFP asked for a yearly total that would remain static for the three-year contract. This change in language was an effort to curb the natural tendency of vendors to increase costs on a yearly basis when quotes are required for each individual year of the contract.

B&B Holiday Decorating's quote of \$35,981 (\$107,983 for three years – 2018-2020) realized no increase over the previous contract cost; this quote included the purchase of LED lights, repairing any lights on Main St by April 30 so that these lights could remain lit during the summer event season, and was the same yearly cost for 3 years. There was no increase in cost during COVID-19 other than the 1 year extension increase of 3%.

Analysis:

Sending out Request for Bid for another three-year contract is not a simple process due to the current CBD Streetscape project. Included in the Streetscape project is the removal of current trees in each phase of the project and planting new trees in same and additional locations. Seasonal Decorations in the CBD will be impacted by each phase. The difficulty in both detailing the scope of work and contractors providing an accurate cost is due to the changing size of tree canopies in the CBD from year to year from 2022-2025; cost is based on the number of strands of lights for draping or wrapping which is based on the size of the tree. The number of trees in each size category will change each season. PW staff and the Economic Development Coordinator meet to strategize on the aesthetics and logistics of seasonal decorations during and after the CBD Streetscape project. A 1-year bid was requested with unit pricing for different size trees so that Glen Ellyn could change the scope of the current work and/or extend the contract for another 1-2 years, through unit pricing.

The bid packet was sent to 16 vendors with 5 attending the non-mandatory pre-bid meeting and 2 vendors submitted bids (Bid Tab - Attachment #1). The standard bid was for draping tree lights in the tree canopy and the alternate bid was for wrapping tree lights on the trunk and limbs/branches of the trees. With the new smaller trees in the streetscape, it was determined by the Village's certified arborists, and confirmed by the low bidder, that wrapping the new trees was the best method for the health of the trees with the least amount of damage to the branches. Draping small trees creates tension against the branches, especially in the wind; staff doesn't want to do anything that would compromise the health of new trees. For continuity in the CBD, it was decided to recommend that all trees are wrapped with lights, both south and north of the railroad tracks. In subsequent years, the number of new smaller trees will increase as will the total number of trees. The scope of number of trees in the 2022-23 bid was about 50 more than past years (135 vs 85) and

the number of streetlight poles increased by 10 (due to additional streetlight poles installed with CBD Streetscape).

Budget Impact:

The low bid including the wrapping of lights in trees was \$88,993 by B&B Holiday Decorating LLC of Des Plaines. \$38,000 was budgeted in the 2022 budget for Seasonal Decorations; this bid is approximately \$50,000 over budget. Glen Ellyn had a 3-year contract from 2018-2020 at a fixed cost of \$35,981 and then extended the contract for one year in 2021 with a 3% increase to \$37,060. Glen Ellyn has had 4 years of seasonal decorations at a very flat cost. The bid cost to drape lights in the trees is \$58,900. This is an increase of approximately \$20,000 since 2018. Understanding that this is an unbudgeted increase in this project cost, and that the CBD Streetscape is taking on a larger life of its own with the upgrades, staff is recommending the wrapping of trees to maintain and possibly increase the aesthetically pleasing change in Seasonal Decorations, while protecting the integrity of the new trees.

The Village Board may decide to set a reduced not to exceed cost for the contract and staff can work with the vendor to remove trees and streetlights from the list in a manner that will keep the downtown looking balanced and aesthetically pleasing while lowering overall costs. It is worthwhile to keep in mind that more and more businesses in the CBD are looking to be included in the seasonal decorations so that the street is festive in front of their business as well as in the heart of the downtown.

If approved, staff will come back to the Village Board each year for the next two years with an amended contract amount or go back out to bid if this contract does not meet the needs of Glen Ellyn sufficiently. The contract total is expected to decrease each year as larger trees are removed with the streetscape project and replaced with smaller trees that cost less to decorate (see contact unit pricing for tree wrapping – Attachment #2 – Low Bid Contract)

The not to exceed amount of \$88,993 will be expensed to the General Fund – Economic Development/Marketing – 126500-520310.

Action Requested:

Authorize the Village Manager to execute a 1-year contract with B&B Holiday Decorating LLC of Des Plaines, IL for Seasonal Decorations in a not to exceed amount of \$88,993 to be expensed to the General Fund (Public Works Director Buckley)

Attachments:

1. 2022-23 Seasonal Decorations Bid Tab
2. 2022 Seasonal Decorations Bid Packet - B&B Holiday Decorating

2022-23 Seasonal Decorations		
Village of Glen Ellyn		
Bid Opening August 11, 2022 11am		
Company Name	Standard Bid	Alternate Bid
1. B&B Holiday Decorating	\$58,900.00	\$88,993.00
2. McFarlane Douglass	\$74,965.00	\$145,035.00
3		
4		
5		



INVITATION FOR BIDS
2022/23 Seasonal Decorations
with options to extend for
2023/24 and 2024/25 season

Prepared by:

Village of Glen Ellyn
Public Works Department
30 South Lambert Road
Glen Ellyn IL, 60137

A. INVITATION TO BID

1. The Village of Glen Ellyn will accept requests for proposal through **August 11, 2022** for **Seasonal Decorations of the 2022/23** with options to extend for the **2023/24** and **2024/25** seasons.
 - 1.1 A non-mandatory pre-bid meeting will be held at 10:00 a.m. on Monday, August 1, 2022 at the Public Works Reno Center, 30. S. Lambert Rd., Glen Ellyn IL 60137
2. This work consists of:
Supplying the necessary materials, equipment, and labor to install, maintain, and remove lighting decorations on approximately **134 trees**. The work also includes supplying, installing, maintaining and removing decorative elements on approximately **240 street light poles**. It also includes decorating the **roof line of the Glen Ellyn Train Station**
3. Bid packets are available at the Public Works Offices, 30 South Lambert Road, Glen Ellyn, IL 60137, Monday through Friday, 7:00 a.m. to 3:30 p.m., or electronically upon request.

The Village staff contact is: Dave Buckley, Public Works Director, Glen Ellyn Public Works, 30 S. Lambert Rd., Glen Ellyn, IL 60137, and (630) 547-5513.
4. Bids for Seasonal Decorations in the Village of Glen Ellyn, Illinois, will be received until **11:00 AM on August 11, 2022**. All proposals shall be submitted at the Glen Ellyn Civic Center, 535 Duane St, Glen Ellyn, Illinois 60137, in an opaque, sealed envelope clearly labeled to identify the company and the project and marked **"2022/23 SEASONAL DECORATIONS BID - DO NOT OPEN"**.

All Bidders shall either submit bids in person, by mail, or by overnight shipping. Bids submitted by mail or overnight shipping are at the Bidder's risk. Bids submitted in person shall be delivered and placed in a bin labeled "BIDS" in the front (North) vestibule of the Glen Ellyn Civic Center, located at 535 Duane Street, Glen Ellyn, Illinois 60137. It is strongly recommended that all Bidders coordinate mailing or delivery times with the Village Clerk at 630-547-5202.
5. All proposals shall be submitted on the form provided by the Village. **BIDS WILL BE PUBLICALLY OPENED AND READ AT 11:00 am on August 11, 2022**
6. The Village reserves the absolute right in its sole discretion to accept a proposal, if any, which will best serve the public interest.
7. All proposals will remain subject to acceptance for 90 days after August 11, 2022.

Dated: **July 27, 2022**

B. Instructions to Bidders

**2022/23 Seasonal Decorations with options to extend
For the 2023/24 and 2024/25 seasons
For the Village of Glen Ellyn
Public Works Department**

1. The Village of Glen Ellyn will accept proposals for **Seasonal Decorations of the 2022/23 with options to extend for the 2023/24 and 2024/25 seasons** during the period from **September 1, 2022 through August 31, 2025**.

2. **Scope of Work**

Over the years, the Village of Glen Ellyn has decorated for the holiday season. It is the desire of the Village to decorate light poles and trees in the **Central Business District and "5 Corners"** area with evergreens, and other holiday decorations. The contract awarded will provide for the 2022/23 holiday season with the option to extend for the 2023/24, and 2024/25 seasons. Pricing shall include all material, installation, and removal of decorations.

The work done under this proposal for decorations of light poles, trees and the train station shall be done according to the following specifications. Installation of all seasonal decorations must be completed **by the Friday before Thanksgiving** in each of the specified seasons.

The successful bidder must carry full insurance coverage and provide a Certificate of Insurance to the Village, outlining coverage and naming the Village of Glen Ellyn as an additional insured.

Services to include: coordination with the Village of Glen Ellyn, with regard to electrical requirements and sources.

Provide 24-hour response to maintenance calls. Any decoration to light strings not operating or that needs to be reinstalled in any tree or pole due to natural causes will be done free of charge. Vandalized lights/decorations will be repaired/ replaced at Village expense.

Due to the CBD Streetscape project spanning 2022-2024, and the scope of the project replacing all village streetlights and trees in village right of way, the exact number streetlights and number and sizes of trees each season will vary. The low bid contractor will be determined by the first year cost; the unit tree pricing and streetlight pricing will be used to extend the contract each season with a new number of streetlights and trees for each tree size category, if mutually agreed on by the contractor and village

There is a **required alternate bid** (total and unit price) to wrap the tree lights rather than the traditional draping used in Glen Ellyn.

3. The Contractor shall supply all labor, equipment and supervision to perform the work specified herein.
4. The Contractor shall supervise and direct the work using his best possible skill and attention. He shall be solely responsible for all licenses, permits, insurance, techniques and procedures for coordinating all portions of the work under this proposal.
5. This agreement shall commence on **September 1, 2022, and will end on August 31, 2023**. The Village, at its option, may extend this Agreement for an additional Year(s) if the Contractor and Village can agree on the additional year's cost.
6. The Village staff contact is Dave Buckley, Public Works Director, Glen Ellyn Public Works, 30 S Lambert Rd., Glen Ellyn, IL 60137, (630) 469-6756.
7. All proposals will remain subject to acceptance for 90 days after the bid opening.
8. Return all pages of this proposal by 11:00 AM on **August 11, 2022**, for consideration to the designated address in section A.
9. **INSURANCE REQUIREMENTS**
 - 9.1 The Contractor shall not commence work under the Contract until all the insurance required under the Contract has been obtained. Certificates of Insurance showing coverage as required to be in effect will be filed with the Village at the time of entering into the Contract. Certificates of insurance will be on Insurance Service Office (ISO) Form and shall provide the coverage provided cannot be canceled or amended without thirty (30) days prior written notice to Village. The certificates will be signed by the insurance companies or their authorized agents. The insurance companies must be authorized to do business in the State of Illinois. All insurance shall be provided in companies which are rated at least A6 by the Bests Rating Service provided, however, that the Village may, in writing, waive this requirement.
 - 9.2 The Contractor shall maintain in force the coverage required in this section for the term of the Contract. Also, the Contractor shall not allow any subcontractor to commence work on any portion of the project without evidence that the subcontractor has insurance coverage equal to the coverage required in this section.
 - 9.3 The minimum amounts of insurance shall be as follows:
 - A. Worker's Compensation - Statutory Limits
Employer's Liability - \$1,000,000 Bodily Injury per Person
 - B. Comprehensive Automobile Liability

\$1,000,000 Combined Single Limit

If requested by Village, the Contractor will be required to provide prior three (3) year loss history for automobile liability.

C. Comprehensive General Liability

Policy shall include coverage for Premises and Operations, Completed operations, Broad Form Blanket Contractual Liability, Broad Form Property Damage including Completed Operations and Personal Injury Liability. Where the hazard exists, the coverage shall protect against claims of explosive, collapse, or underground damage.

1. \$1,000,000 Bodily Injury per Occurrence Limit
2. \$2,000,000 Bodily Injury Aggregate Limit
3. \$1,000,000 Property Damage per Occurrence
4. \$2,000,000 Property Damage Aggregate Limit

D. Umbrella Coverage

1. \$1,000,000 per Occurrence Aggregate Limit

For coverage (b) through (d) the Village and its officers and employees shall be named as additional insured.

10. RESTORATION

Whenever public or private property is damaged or destroyed, the CONTRACTOR shall at his own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If he fails to do so the OWNER may, after the expiration of a period of 48 hours after giving him notice in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due the CONTRACTOR under his CONTRACT.

11. FINAL ACCEPTANCE

Acceptance of work shall be made upon successful completion of the decoration installation and shall be to the satisfaction of the Village.

12. PAYMENT PROCEDURES

- 12.1 The work will be paid for at the contract price. Before payment for completed work will be processed, the Village will inspect the job sites.

- 12.2 Payment will be made to the CONTRACTOR within 4 weeks of receipt of billing for services rendered which invoice will include waivers of lien and authorization from the appropriate department of the Village that all work has been satisfactorily completed. The first payment of 75% of the contract will be paid after installation approval and a final payment of 25% after approved removal of decorations.

13. WAGE AND LABOR REQUIREMENTS

In calculating its bid hereunder, Contractor is advised that the Illinois Prevailing Wage Act may apply to the work set forth hereunder and to the Contractor. Accordingly, to the extent that the Act applies, Contractor shall comply with the provisions of the Act. Failure of Contractor to comply with the Act, including, but not limited to the inspection of records, and any rules or regulations promulgated by the State of Illinois with regard to the Act, can result in the cancellation of the Contract. Contractor expressly waives any right for recovering damages due to such Contract cancellation. Contractor's bonds shall include such provision and will guarantee the faithful performance of such prevailing wage clause as provided by this contract. Contractor shall maintain accurate records of the names, occupations, and wages paid to each laborer, worker, and mechanic employed in connection with the work and either file certified payroll, as required by the Act, or a letter setting forth the reasons for why Contractor is excused from having to file certified payroll with the District.

14. CONTRACTOR'S STATUS

The Contractor expressly understands and agrees that he (it) is an independent Contractor and he (it) is not an employee of the Village of Glen Ellyn, and the Village is not to provide Worker's Compensation, health or accident insurance, general liability insurance or any other form of insurance coverage of any kind which would cover the Contractor or his (its) employees in and under the terms of this agreement.

15. CONTRACTOR'S DUTIES

The CONTRACTOR shall supervise and direct the Work, using his best skill and attention and he shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. Unless otherwise specifically provided in the Contract Documents, the CONTRACTOR shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

The CONTRACTOR shall at all times enforce strict discipline and good order among his employees and those of subcontractors, if allowed, and shall not employ on the Work or permit to be employed any unfit person or anyone not skilled in the task

assigned to him. All work will be performed in a business-like manner following reasonable safety procedures and using necessary safety equipment, such as traffic cones and street barricades.

The CONTRACTOR warrants to the OWNER that all materials incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective.

The CONTRACTOR shall be responsible to the OWNER for the acts and omissions of his employees, subcontractors, if allowed, and their agents and employees, and other persons performing any of the Work under a contract with the CONTRACTOR.

16. HOURS OF WORK

No work shall be performed prior to 7:00 AM and shall be completed by 7:00 PM. Extension of working hours needs prior approval from the Village. All inspections by the OWNER'S representative shall be scheduled so that they are accomplished by both CONTRACTOR and OWNER. Normal working days shall be Monday through Friday. No work will be permitted on Saturday, Sunday or holidays without prior approval from the Village. The Village reserves the right to request the CONTRACTOR to work on weekends in selected areas, and some weekend work can be expected. Each day that work is to be performed, CONTRACTOR shall notify the Village of the work site and type of work for the day.

17. LIQUIDATED DAMAGES

It is essential that work be completed in a timely fashion. Should CONTRACTOR not complete the work, the OWNER may impose a \$500 per calendar day penalty. Such penalty will be deducted from the unpaid balance of any work invoice.

18. TRAFFIC CONTROL

The CONTRACTOR will be responsible for all traffic control, including but not limited to barricades, signs, flagmen, etc., to maintain a smooth flow of traffic through the job sites. The CONTRACTOR shall ensure that all traffic control devices installed by him are operational 24 hours a day including Sundays and holidays. This also applies to barricades placed along the sidewalk to provide warning to pedestrian traffic. Should the Village be required to provide additional or supplemental traffic control devices or barricading for pedestrians the CONTRACTOR shall be charged at the following rates: \$18.00 per barricade per day plus a \$25.00 delivery and pick-up charge. All barricades shall be D.O.T. class II with reflective striping and either blinking or steady burning lighting.

19. SAFETY

The importance the Village attaches to safety cannot be over emphasized. The

Village reserves the right, at its discretion, to disallow payment for any work performed where the proper safety procedures were not being observed.

20. RIGHT TO SUSPEND WORK

The Village reserves the right to suspend the Work, wholly or in part, for such a time as may be necessary, due to conditions as are considered unfavorable for the satisfactory prosecution of the Work; or for such time as is necessary by reason of failure to perform any or the provisions of the proposal, and no additional compensation shall be paid the Contractor because of such suspension.

21. HOLD HARMLESS

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the OWNER and OWNER'S Consultant, and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim damage, loss or expense. (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right of obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. In any and all claims against the OWNER or any of its agents or employees by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

22. LAWS TO BE OBSERVED

The Contractor shall at all times observe and comply with all Federal, State and Local laws, ordinances and regulations which in any manner affect the Work, of legislative bodies or tribunals having legal jurisdiction or authority over the Work, and no plea of misunderstanding or ignorance thereof will be considered.

23. SUBSTANCE ABUSE POLICY

Before the Contractor and any Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Policy Prevention Program for the prevention of substance abuse among its' employees which meets or exceeds the requirements in P.A. 95-0635 or shall have a collective bargaining

agreement in effect dealing with the subject matter of P.A.95-0635.

The Contractor or Subcontractor shall file with a public body: a copy of the substance abuse prevention program along with a cover letter certifying that their program meets the requirements of the Act, or a letter certifying that the Contractor or Subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act.

24. FREEDOM OF INFORMATION ACT REQUIREMENT

The Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce, without cost to the municipality, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body and if possible, the Public Body shall request an extension so as to comply with the Act.

In the event that the Public Body is found to have not complied with the Freedom of Information Act, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Public Body harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees, and penalties.

C. BID PROPOSAL FORM

FORMS MUST BE COMPLETED IN INK OR TYPEWRITTEN SIGNATURES MUST BE SIGNED IN INK AND NAME SPELLED OUT BELOW SIGNATURE

Per B.2, the scope of work if extended beyond one year will not be consistent year to year. The train station lighting will remain consistent, but the number of streetlight poles and trees will fluctuate due to the CBD Streetscape project spanning three years and the construction scope of work including additional streetlights installed and the removal of all trees in the ROW and replacement with 4-8" dbh in a greater number than the number of existing trees. For all new trees, there will either be outlets at the base of the tree or in the planter box containing the tree. The actual number of trees decorated will depend on pricing, wrapping vs draping, and yearly budget. Unit pricing will determine subsequent year contract scope and amount (the unit pricing should reflect the 1st year cost).

Supply necessary materials, equipment, and labor to install, maintain, and remove lighting decorations on 134 trees. All trees must be decorated by use of a bucket truck where the lighting decorations stretch from the top to the bottom of each individual tree canopy while maintaining a balanced distribution of lights throughout the tree (no wrapping of branches).

Light sets are to be installed so that they are weaved through the tree and stretched to their maximum length. Only dark colored extension cords are to be used. Supply, install, maintain, and remove red velvet bows, and live evergreen rope on approximately 240 street light poles. Supply, install and maintain rope and icicle lighting on roof line of Glen Ellyn train station (Sample photos of trees, light poles and train station design is attached)

1. STANDARD BID - Provide, install, and maintain LED warm white, lamp locking exterior miniature light sets (50 bulbs per set with a minimum 8" spacing between bulbs) in **134** trees draping tree canopy (noted with dots including tree heights on attached map). All lights to be installed by the Friday before Thanksgiving and removed between March 1-11 during each of the three seasons in the contract, but not before.
 - A. Breakdown of trees by size: 88 Small, 14 Medium, 31 Large and 1 Extra Large.
 - B. Lights on Main St trees from Hillside to Anthony will remain up for the entire year (if draped). These tree lights need to be in complete working order by April 30th of each year to be used for downtown events. Removal can occur after September 15th or at the time of the next season's installation.
2. ALTERNATE BID (**REQUIRED AS PART OF BID**) – Same details as #C.1, except all tree lighting will be wrapped rather than draped. Wrapping will include the trunk. Branch wrapping will not be tight on so as not to damage newly planted trees.
3. Provide, install and maintain live evergreen garland (Cedar and Douglas Fir

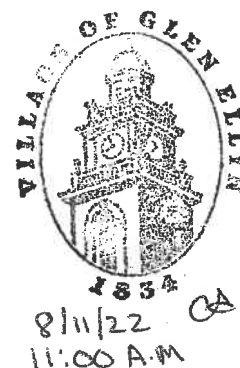
mix), and red velvet bows on **240** light poles to the following specifications:

- A. One hundred eighty-six (186) 12-foot poles (CBD), thirty seven (37) 14 foot poles (5 Corners), and seventeen (17) 16-foot poles (UP train platforms)
 - B. The poles will be wrapped in a spiral fashion with live evergreen roping at a minimum of 6-inches in diameter. Installation timing must consider the life of the greens lasting through January 1st.
 - C. Two bows, made with #40 outdoor red velvet with gold backing, will be mounted on each pole. Each bow should have 3 loops, with one 3.5 to 4 foot streamer (7 yards total) and placed on the top of each decorated section. The streamer should be secured into the garland.
 - D. Include the cost of labor to decorate the poles which must be completed the Friday before Thanksgiving and removed January 1-11 during each of the three seasons of the contract.
4. Provide, install and maintain rope and icicle LED lighting on the Glen Ellyn Train Station. Rope lighting outlines roof line and eaves of entire train station and LED Icicle lights hang from the entire roof edge per attached design.

Standard Bid (draping tree lights) 1st Year Cost

Lighting 134 trees and removal of lights (other than Main St.) and storing LED lights	\$ 42,134.00
Decorating 240 light poles and removal of materials	\$ 13,315.00
Lighting train station and removal and storage of materials	\$ 3,451.00
Total Contract Cost	\$ 58,900.00

Total lights to be used
for Draping 91,450



Unit Price per tree (Draping):

a. Small tree <15ft	\$ 154.00*
b. Medium tree 15-30ft	\$ 480.00*
c. Large tree 30-45ft	\$ 768.00*
d. Extra Large tree >45ft	\$ 1,452.00

* These costs are averages as each unique tree requires a different number of lights

Unit Price per streetlight pole: \$ 55.50

Alternate Bid (wrapping tree lights)**1st Year Cost**

Lighting 134 trees and
removal of lights (other than
Main St.) and storing LED lights

\$ 72,227.00

Total lights to be used for
Branch Wrapping 137,900

Decorating 240 light poles
and removal of materials

\$ 13,315.00

Lighting train station and
removal and storage of materials

\$ 3,451.00

Total Contract Cost

\$ 88,993.00



8/11/22 CA
11:00 A.M.

Unit Pricing per tree (Wrapping):

- | | | |
|----|------------------------|---------------------|
| a. | Small tree <15ft | \$ <u>352.00*</u> |
| b. | Medium tree 15-30ft | \$ <u>690.00*</u> |
| c. | Large tree 30-45ft | \$ <u>1,104.00*</u> |
| d. | Extra Large tree >45ft | \$ <u>3,168.00</u> |

*These costs are averages as each tree is unique and requires a different number of lights

Unit Price per streetlight pole:

\$ 55.50

D. NON-COLLUSION CERTIFICATE

CERTIFICATION THAT CONTRACTOR IS NOT BARRED FROM PUBLIC CONTRACTING DUE TO BID-RIGGING OR BID ROTATING CONVICTIONS

WHEREAS, a conviction for the offense of bid-rigging or bid rotating bars a person or entity from bidding on public contracts (Ill. Rev. Stat. 1987, ch. 38, par. 33E-3, 33E-4), and

WHEREAS, Section 33E-11 of the Criminal Code (Ill. Rev. Stat. 1987, ch. 38, par. 33E-11) requires bidders and contractors to certify on a form provided by the unit of local government or school district that they are not barred from public contracting due to bid-rigging or bid rotating convictions.

NOW, THEREFORE, IT IS HEREBY CERTIFIED THAT the undersigned,

B&B Holiday Decorating, LLC

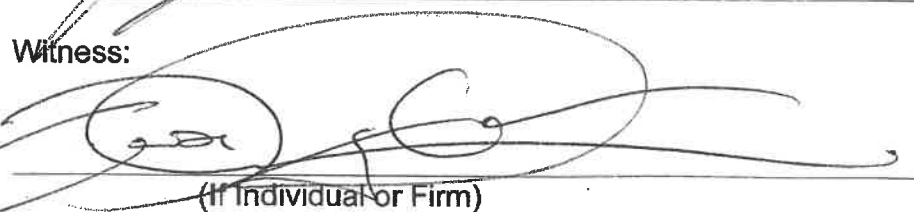
(Individual, firm, corporation or other entity)

is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code.

The undersigned also certifies that no officers or employees of the bidder or contractor have been so convicted and that the bidder or contractor is not the successor company or a new company created by the officers or owners of one so convicted. It is further certified that any such conviction occurring after the date of this certification will be reported to the above named public body, in writing, within seven (7) days of such conviction, if it occurs during any bidding process, contract term or otherwise prior to entering into any contract therewith.

DATE: 8/08/2022

By: 

Witness: 

(If Individual or Firm)

Attest:

SEAL

(If Corporation)

"In the event that circumstances certified to in this certificate should change, we will notify you of the change within fifteen (15) calendar days."

E. NOTICE OF AWARD

TO: B&B Holiday Decorating, LLC
(CONTRACTOR)
2048 Foster Ave.
(Address)
Wheeling, IL 60090

SERVICES DESCRIPTION:

The Village has considered the proposal submitted by you for the above described SERVICES in response to the Request for Bids dated July 27, 2022.

You are hereby notified that your PROPOSAL has been accepted for services in the amount of \$ _____

You are required by the Instructions to Contractors to execute the Contract and furnish the required certificates of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said certificates and bond within fifteen (15) days from the date of this Notice, the Village will be entitled to consider all your rights arising out of the Village's acceptance of your PROPOSAL as abandoned. The Village will be entitled to such other rights as may be granted by law and the right to receive any security which may have been submitted with the Proposal.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Village.

Dated this ____ day of _____, 2022.

Village of Glen Ellyn, Illinois

By _____

Title

Acknowledged: _____

Contractor

F. CONTRACTOR'S INFORMATION REPORT

The bidder is requested to state below what work of similar magnitude or character it has done, and to give references, including at least one municipality, that will enable the OWNER to judge the experience, skill and business standing and its ability to conduct the work as completely and as rapidly as required under the terms of the contract.

<u>Project Location</u>	<u>Reference (Name & Phone Number)</u>
(1) <u>Village of Algonquin</u>	<u>Vince Kilcullen 847-658-2700 Ext. 4404</u>
(2) <u>City of Park Ridge</u>	<u>Brandon Naser 847-318-5236</u>
(3) <u>Village of Northbrook</u>	<u>Matt Morrison 847-664-4111</u>
(4) <u>Village of Winnetka</u>	<u>Diana Pugh 847-716-3550</u>
(5) <u>Village of Glenview</u>	<u>Dewayne Balcom 847-376-0091</u>
(6) <u>Village of Lisle</u>	<u>Tim Martch 630-271-4175</u>
(7) <u>Village of Tinley Park</u>	<u>Kelly Mulqueeney 708-444-5520</u>

G. AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the ___ day of _____ in the year 2022 by and between The Village of Glen Ellyn (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. CONTRACT DOCUMENTS

1.1 The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

This Agreement;
Notice of Award;
Specifications bearing the title GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS;
Instructions to Bidders;
Non-Collusion certificate;
Contractor's Bid Proposal;
Other documents attached to the Agreement including but not limited to insurance, surety, bonds and financial information.

1.2 There are no Contract Documents other than those listed above in this Article 1. The Contract Documents may only be amended, modified or supplemented by Change Order approved, in writing, by the OWNER and CONTRACTOR.

Article 2. WORK

2.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

2.2 If the CONTRACTOR fails to correct defective Work or persistently fails to carry out the Work in accordance with the Contract Documents, the OWNER, by a written order, may direct the CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the OWNER to stop the Work shall not give rise to any duty on the part of the OWNER to exercise this right for the benefit of the CONTRACTOR or any other person or entity.

2.3 If the CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the OWNER to commence and continue correction of such default or neglect with diligence and promptness, the OWNER may, after seven (7) days following receipt by the

CONTRACTOR of an additional written notice and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate deduction may be taken by OWNER from the payments then or thereafter due the CONTRACTOR for the cost of correcting such deficiencies. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR shall pay the difference to the OWNER.

Article 3. EFFECTIVE DATE

The effective date of this contract is the date upon which the Village transmits a written notice to proceed to the CONTRACTOR. The notice to proceed shall be sent by the Village to the CONTRACTOR within 14 days after all parties to the contract have executed it provided that all other contractual requirements have been met.

Article 4. CONTRACT PRICE

Owner shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents.

Article 5. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

5.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

5.2 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

Article 6. MISCELLANEOUS

6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

6.2 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR has signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

VILLAGE OF GLEN ELLYN

CONTRACTOR

By _____
Village President/
Village Manager

By _____
Authorized Signatory

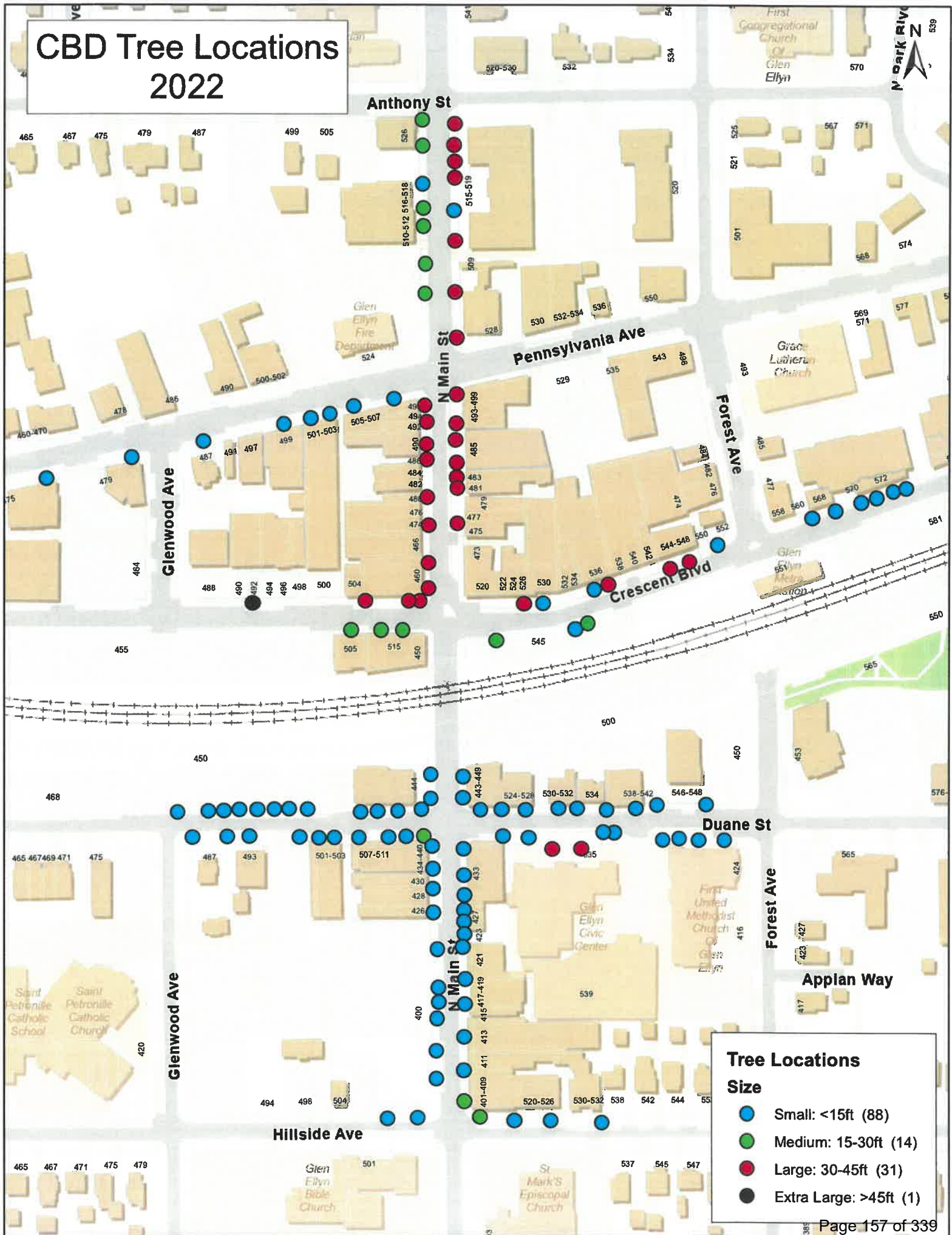
CORPORATE SEAL

If a corporation, affix CORPORATE SEAL

Attest _____
Village Clerk

Attest _____
Authorized Signatory

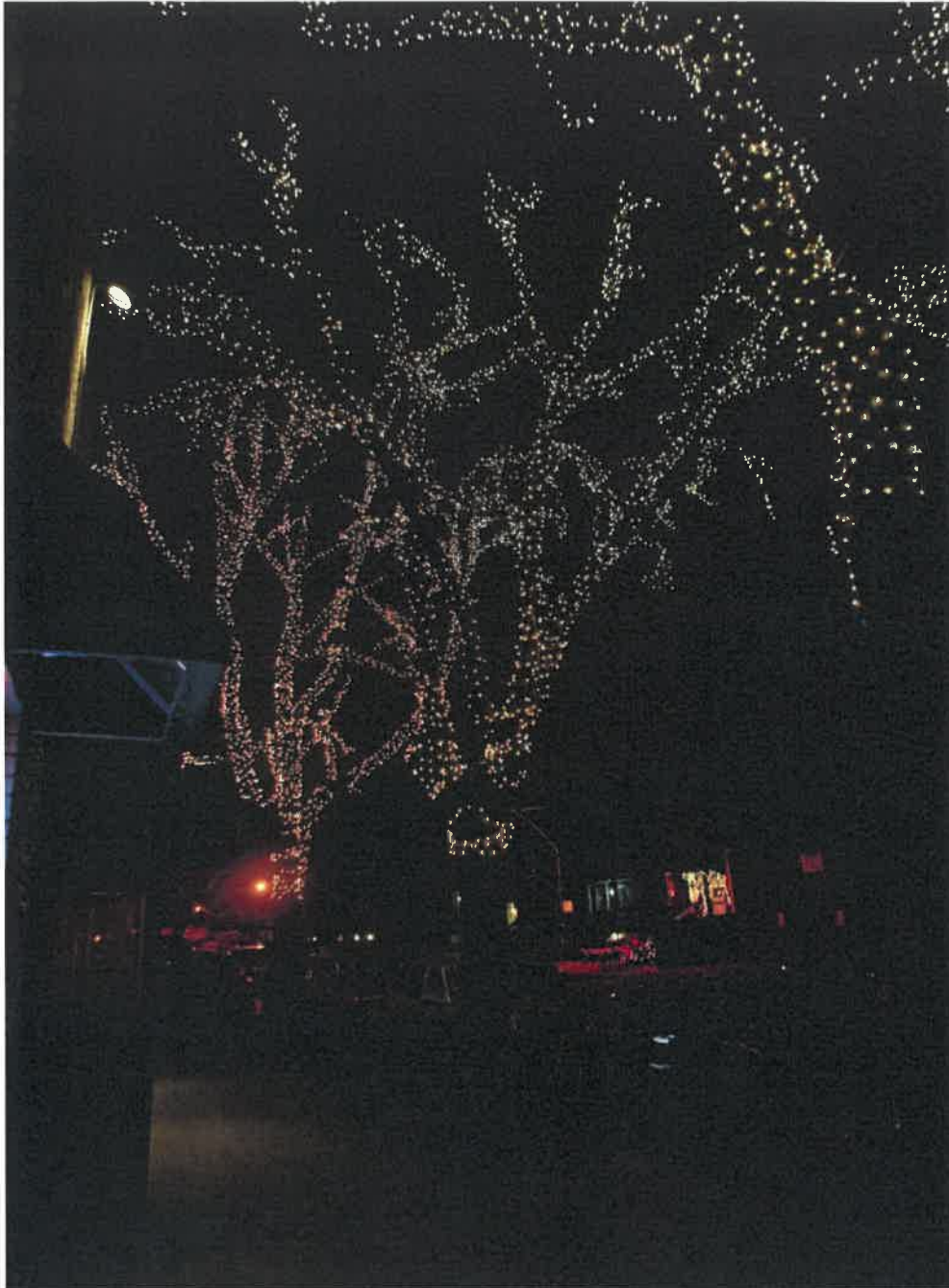
CBD Tree Locations 2022



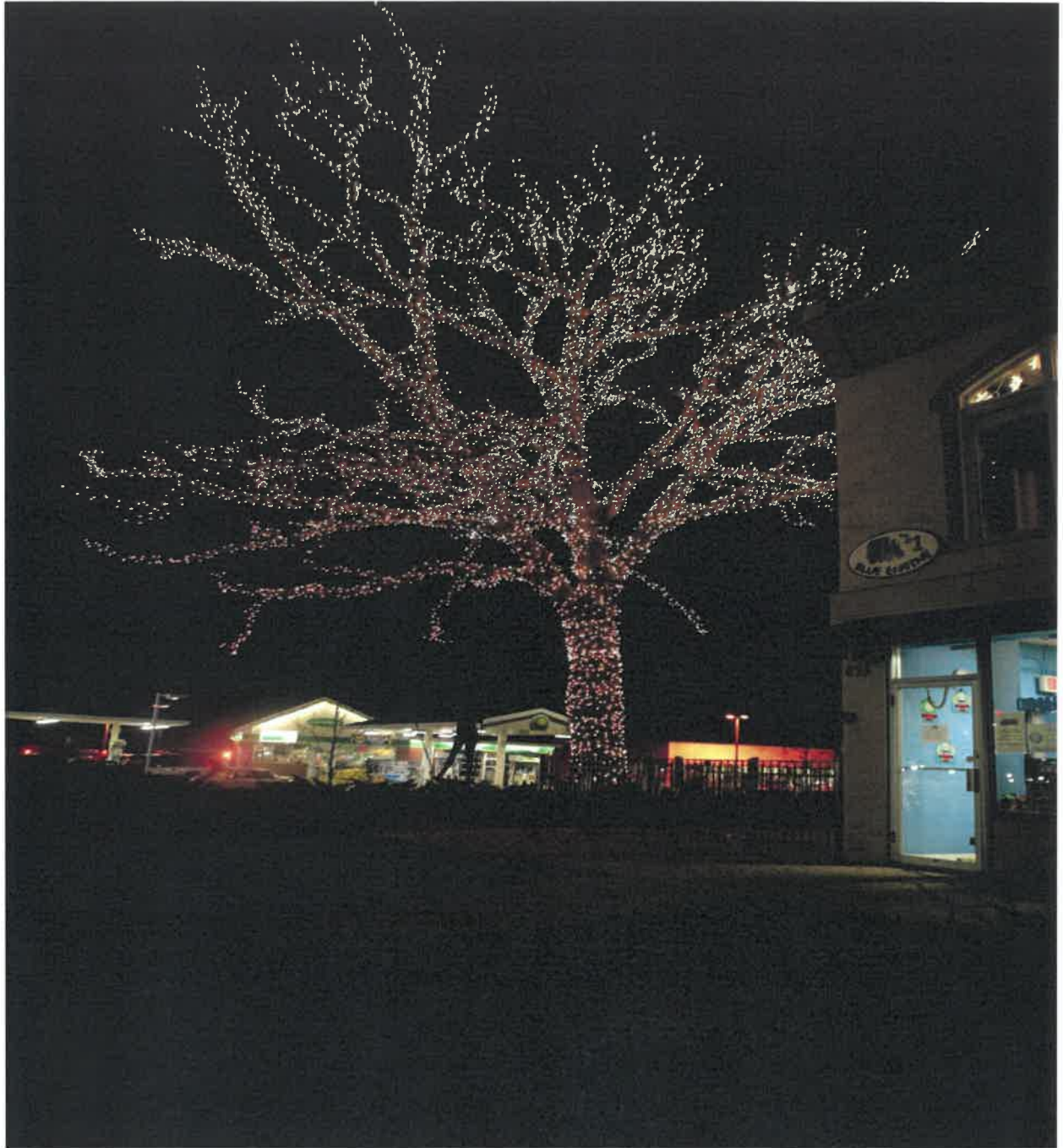


PICTURE #1

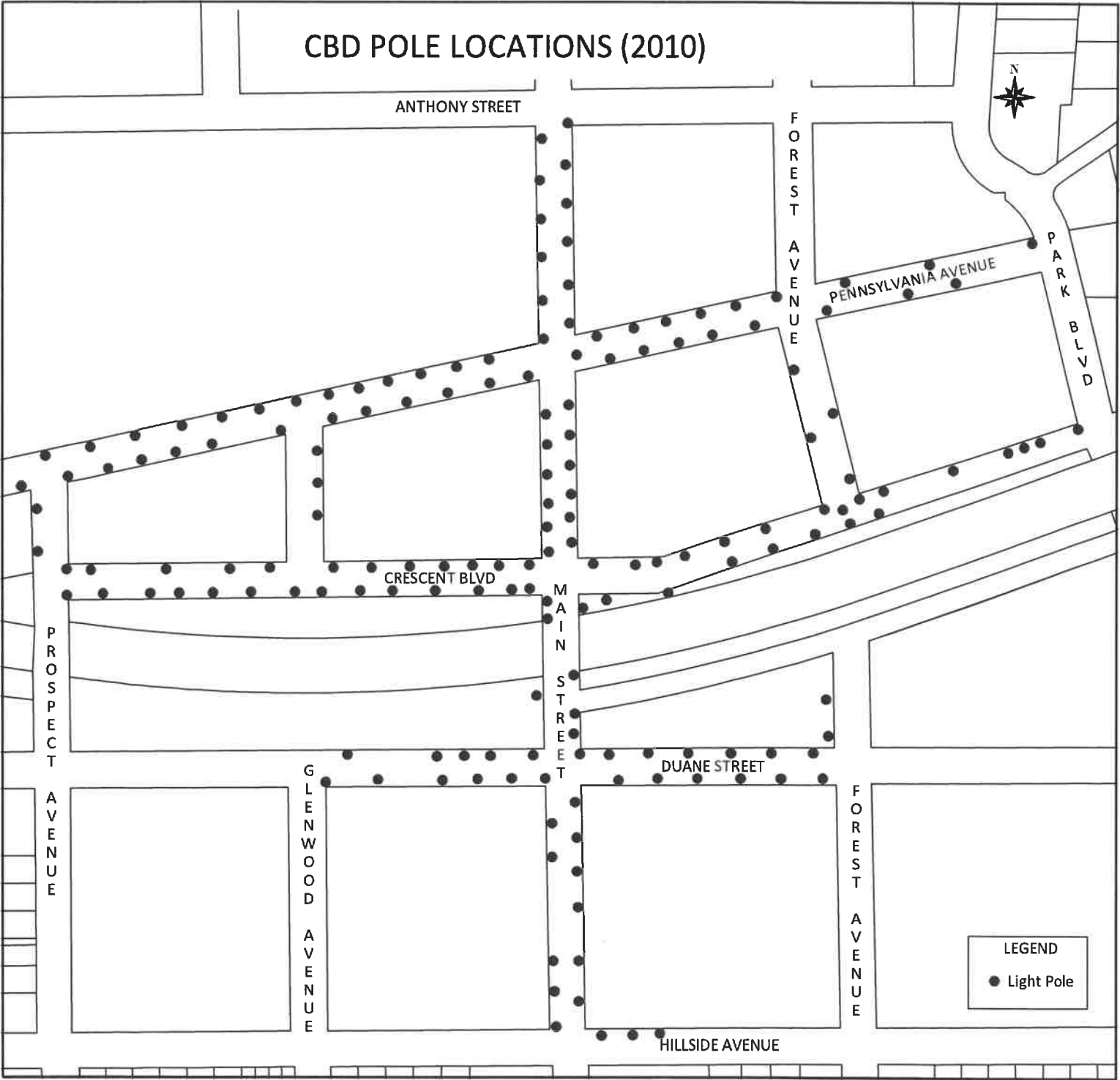




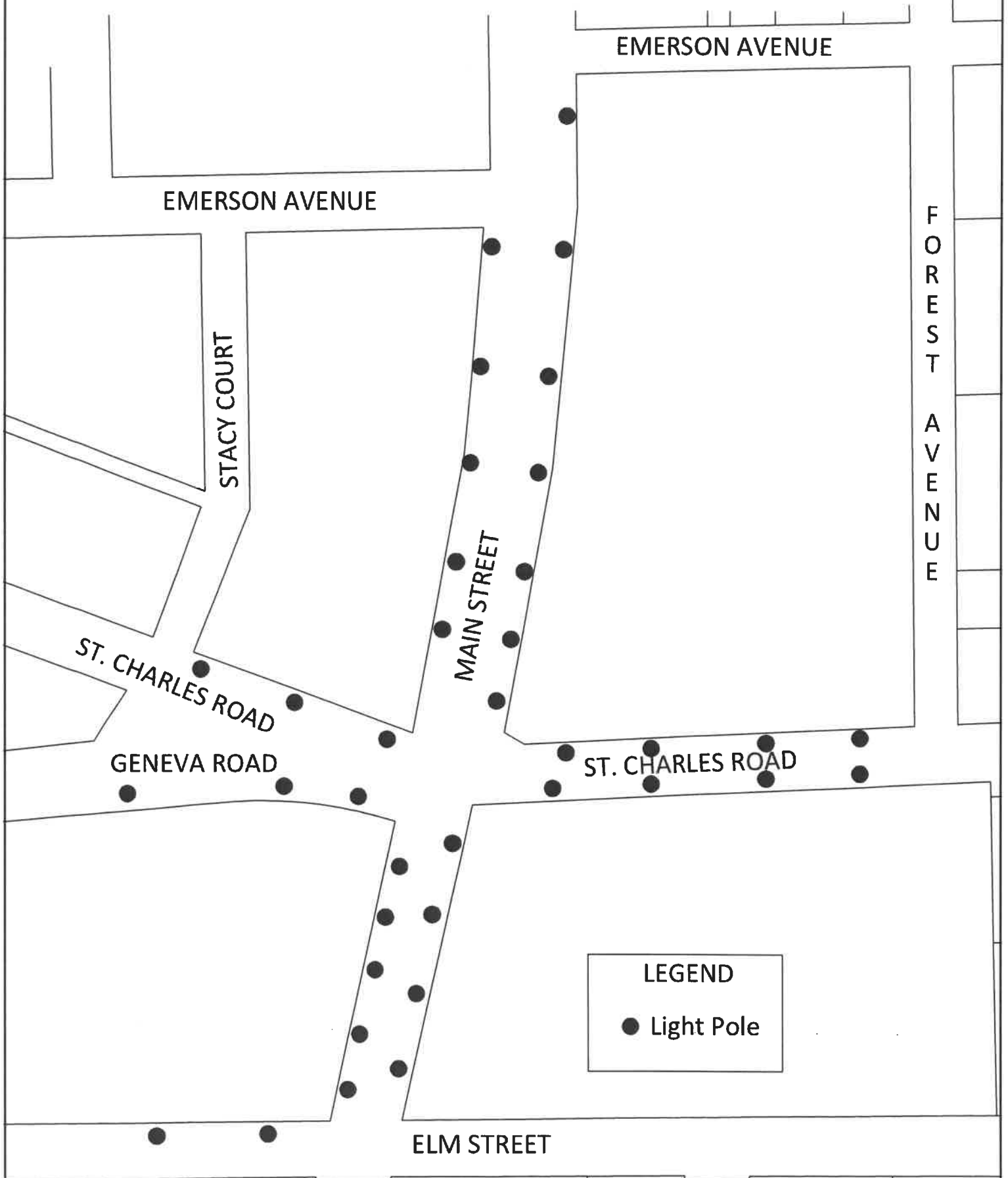
PICTURE #2



PICTURE #3



FIVE CORNERS POLE LOCATIONS (2010)







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

Meeting 9/26/2022 6:00 PM
Department: Administration
Department Head: Emily Rodman
Category: Award
Prepared By: Meredith Hannah

AGENDA ITEM (ID
2022-2655)

DOC ID: 2022-2655

Approve a Facade Improvement Award in the Amount of \$20,000, a Retail Interior Improvement Award in the Amount of \$12,500, and a Fire Prevention Award in the Amount of \$7,500 to Trans Holding Corp at 507 Pennsylvania Avenue, to be expensed to the Central Business District TIF Fund (Economic Development Coordinator Hannah)

Statement of the Issue:

Kane Tran, owner of the property at 507 Pennsylvania Ave, is asking for additional financial assistance for his building rehabilitation project and new business, Eli Tea. Original estimates submitted to the Village in the fall of 2020 and spring of 2021, grossly underestimated the condition of the buildings and the work ended up costing significantly more money than was planned. He is asking the Village Board to reconsider his request to meet the maximum of each award category for the work he completed at his property.

Analysis:

During the October 12, 2020 Village Board meeting, the Board approved a Downtown Retail Interior Improvement Award for \$17,500 and a Fire Prevention Award for \$7,500. In March 2021, the Village Board approved a \$10,000 Facade Improvement Award. After Mr. Tran began work on the property, but it became evident that the estimates he was originally provided were inadequate for the work that needed to occur. He contacted the Village about updating the award request. However, since the awards were already approved, staff asked him to continue his work and that staff would bring forward the full request after the work was completed to ask the Board to consider additional funds to meet the maximum amount of the award.

Facade Improvement Award

The original estimate for the facade award was \$24,770.77. Once the work began, multiple change orders were submitted totaling the project to \$68,471.66. The applicant is asking the Board to consider an additional \$20,000, bringing the total facade award request to the maximum of \$30,000.

Downtown Retail Interior Improvement Award

The original estimate for the interior improvement award was \$36,000 for plumbing and HVAC improvements. The structural improvements that ended up needing to be made to secure the building brought the project up to \$110,000. The applicant is asking the Board to consider an additional \$12,500, bringing the total interior award request to the maximum of \$30,000.

Fire Prevention Award

The original estimate for the fire prevention award was \$15,000 for electrical service upgrades to support the fire alarm system.. Upon further exploration, the electrical cost for his three properties, which made the improvements feasible, was \$19,400, and the fire alarm system was \$11,100. The new total for the fire prevention award application is \$30,500. The applicant is asking the Board to consider an additional \$7,500, bringing the total fire prevention award request to the maximum award amount to \$15,000.

Typically, businesses are discouraged from requesting additional funds after the Board has approved an Award. In this case, the repairs needed to bring the building up to code were so substantial, staff thought the Board would consider re-evaluating the request and, therefore, it is being presented this evening for consideration.

Budget Impact:

The funds are available in the Central Business District TIF Fund, as only one other award has been approved for this year at \$2,500.

Action Requested:

Approve a Facade Improvement Award in the Amount of \$20,000, a Retail Interior Improvement Award in the Amount of \$12,500, and a Fire Prevention Award in the Amount of \$7,500 to Trans Holding Corp at 507 Pennsylvania Avenue to meet the maximum Award amount for each Award category. Alternatively, the Village Board may deny the additional request and direct staff to close out the Awards for the original amounts approved totaling \$35,000 or the Village Board may approve a different amount.

Attachments:

1. Interior Award
2. Fire Award
3. Facade Award
4. Award Budget Summary 09-21-22



D & K INVESTMENT 01 LLC.

4599 HIGGINS RD, HOFFMAN ESTATE, ILLINOIS :60192

CELL 630-854-6868

Email: haivu75@yahoo.com

BUILDING CONTRACT

THIS BUILDING CONTRACT (the "Contract") dated this 17th of September, 2020

BETWEEN:

CLIENT

KANE MINH TRAN 630-398-1466

550 Timber Ridge dr Apt 103 Carol Stream IL 60188

CONTRACTOR

DAVID VU 630-854-6868

4599 Higgins rd, Hoffman estate, Illinois:60192

(the "Contractor")

BACKGROUND

The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.

The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Contract.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Contract, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Contract) agree as follows:

SERVICES PROVIDED

The Client hereby agrees to engage the Contractor to provide the Client to build COMPLETE a Bubble Tea Shop 505 Pennsylvania ave Glen Ellyn IL 60137 with the following services (the "Services")

DEMO YES

Removed drop ceiling.

Complete Demo for 800 sqf

FRAMING YES

Complete Framing for Bubble Tea Shop follow up with Blue Print (Everything require from the Village)

ELECTRICAL WORK YES

Continue to complete electrical work according to blue print approve by the city with village code.

New electric panel 200 amp

All electrical material included and approved by state law.

HVAC YES

New exhaust system

Complete system HVAC inside the store (800 sqf) everything follow up the Village and law of the state.

Four Ton unit not included in the contract (Labors pay and materials provided by the owner)

PLUMBING WORK YES

Continue plumber work accordingly to blue print, complete and finish plumber work accordingly to city and state code

Plumber include water heater, sink, toilet (all the sink in the Bubble Tea shop are not included)

FLOORING YES

DECORATIONS YES

STOREFRONT SIGNS NO

TERM OF CONTRACT

The term of this Contract (the "Term") will begin on the date of this Contract and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Contract. The Term may be extended with the written consent of the Parties.

The time of the contract will be excused all the time of waiting for inspection(s)

The contract will be **start on September 20th, 2020 for Demo, the day that the permit is approved and will be complete in 30-45 days**

PERFORMANCE

The Parties agree to do everything necessary to ensure that the terms of this Contract take effect.

CURRENCY

Except as otherwise provided in this Contract, all monetary amounts referred to in this Contract are in USD (US Dollars).

All checks payment will be make payable to Hai Vu.

COMPENSATION

The Contractor will charge the Client a flat fee of **\$ 76,000.00 (USD)** for the Services (the "Compensation").

A deposit of **(\$ 26,000.00)**(the "Deposit") is payable by the Client upon execution of this Agreement.

A deposit of **(\$20,000.00)** when we have schedule for the 1st inspection.

A deposit of **(\$20,000.00)** when start hang the drywall.

For the remaining amount of **(\$10,000.00)** the Client will be invoiced when the Services are complete.

Invoices submitted by the Contractor to the Client are due upon receipt.

In the event that this Contract is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.

The Compensation as stated in this Contract does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Contract.

All services will be warranty for 1(one) year from the date of completed (all repair(s) AND materials will be FREE of charge)

PENALTIES FOR LATE PAYMENT

Any late payments will trigger a fee of 20.00% per month on the amount still owing.

CONFIDENTIALITY

Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Contract.

All written and oral information and material disclosed or provided by the Client to the Contractor under this Contract is Confidential Information regardless of whether it was provided before or after the date of this Contract or how it was provided to the Contractor.

OWNERSHIP OF INTELLECTUAL PROPERTY

All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced

under this Contract, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Contract except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

Upon the expiry or termination of this Contract, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

In providing the Services under this Contract it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Contract does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Contract.

NOTICE

All notices, requests, demands or other communications required or permitted by the terms of this Contract will be given in writing and delivered to the Parties at the following addresses:

Hai Vu

4599 Higgins rd, Hoffman estate, Illinois:60192

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, ofand its respective directors, shareholders, affiliates, officers, agents, employees, and permitted noby successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages,

expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Contract. This indemnification will survive the termination of this Contract.

01 MODIFICATION OF CONTRACT

Any amendment or modification of this Contract or additional obligation assumed by either Party in connection with this Contract will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

Time is of the essence in this Contract. No extension or variation of this Contract will operate as a waiver of this provision.

ASSIGNMENT

The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Contract without the prior written consent of the Client.

ENTIRE AGREEMENT

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Contract except as expressly provided in this Contract.

ENUREMENT

This Contract will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Contract.

GENDER

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

This Contract will be governed by and construed in accordance with the laws of the State of Illinois.

SEVERABILITY

In the event that any of the provisions of this Contract are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Contract.

WAIVER

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Contract by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

KANE MINH TRAN

David Vu

A handwritten signature in black ink, appearing to read 'David Vu', with a long, sweeping horizontal stroke extending to the right.

Date: September 17th, 2020



D & K INVESTMENT 01 LLC.

4599 HIGGINS RD, HOFFMAN ESTATES, ILLINOIS 60192

CELL: (630) 854-6868

EMAIL: haivu75@yahoo.com

CONTRACT

Dated on January 25 of 2021

BETWEEN:

CLIENT

Kane Minh Tran (630) 398-1466

550 Timber Ridge Dr APT 105 Carol Stream, IL 60188

(the "Client")

CONTRACTOR

DAVID VU

4599 Higgins Rd, Hoffman Estates, IL 60192

(the "Contractor")

PERMISSION

The Client hereby AGREE to grant permission to the Contractor for the services of completely renovating and remodeling the space: "Office" located at 509 Pennsylvania Ave Glen Ellyn, IL 60137.

SERVICES PROVIDED

The Contractor will provide such services to the Client following the Terms and Conditions that are stated within this Contract.

With the mutual benefits and obligations set forth in this Contract, along with the receipt and sufficiency of which is hereby acknowledged, the Client and the Contractor (as well as the parties related to the Contractor) AGREE to the following:

ELECTRICAL WORK YES \$7500.00 USD

To continue the electrical work needed for the completion of remodeling according to Blueprint that is required, made, and approved by the City/State.

If "Architecture" submits to the Village, we have to follow up with the Blueprint and follow up with the state law.

To only work on the main electrical box that is inside the store (the owner has to provide the 100 APM wiring that runs from the outside).

PLUMBING YES \$7210.00 USD

To make new restrooms, a laundry room, two sinks, and a new line for the water (¾ inch).

If "Architecture" submits to the Village, we have to follow up with the Blueprint and follow up with the state law.

FRAMING YES \$3090.00 USD

To make new framing and drywall (600 SQFT) requested by the "Owner" and the "Architecture."

DECORATION YES \$2000.00 USD

To paint the store (600 SQFT) the color chosen by the "Owner" (we will purchase and provide the paint).

FLOORING YES \$3000.00 USD

HVAC	YES	<u>\$8100.00 USD</u>
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TERM AND CONDITIONS

The contract will start on the day that the permit is approved and will be complete in 30-45 days.

CURRENCY

All payments will be made payable to "Hai Vu" (the Contractor) or "D&K Investments".

COMPENSATION

A deposit of \$5,000.00 USD when the job is completed.

Page 175 of 339

The Confidential information refers to any and all data or information concerning the business with the Client of which would reasonably be considered to be proprietary to the Client including, but not limited to, the accounting records, business processes, client records that is not generally known in the industry of the Client, as well as where the release of that Confidential Information could cause harm to the Client.

The Contractor agrees that they will NOT disclose, divulge, reveal, report, or use, for any purposes, any Confidential Information of which the Contractor had obtained, UNLESS authorized by the Client OR when required by law. The obligations of the Confidentiality will apply during the Term and will be upheld indefinitely upon termination of the Contract.

All written and oral information and materials disclosed or provided by the Client to the Contractor under the Contract is considered Confidential Information regardless of how it was provided to the Contractor as well as whether it was provided before or after the signed date of the Contract.

OWNERSHIP OF INTELLECTUAL PROPERTY

All intellectual properties and related materials, including any trade secrets, moral rights, good will, relevant registrations or applications for registration, and rights in any patent, copyrighted, trademarked, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under the Contract, is considered a "work made for hire" and WILL be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

The Contractor may NOT use the Intellectual Property for any purpose other than that intended for in the Contract except when and if having the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

Upon the expiry or termination of this Contract, the Contractor will return the Client any and all property, documentation, records, or Confidential Information of which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

In providing the Services under this Contract it is expressly agreed that the Contractor is acting as an independent contractor and NOT as an employee. The Contractor and the Client acknowledges that the Contract does NOT create a partnership or joint venture between them, and is exclusively a contract for service. The Client is NOT required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying and complying with reporting requirements for all local, state, and federal taxes related to the payments made to the Contractor under the Contract.

NOTICE

All notices, requests, demands or other communications required or permitted by the Terms and Conditions of the Contract WILL be given in writing and delivered to the Parties under the following addresses:

Hai Vu

4599 Higgins Rd, Hoffman Estates, IL 60192

OR to other addresses of the Party that may from time to time notify the others, and WILL be deemed to be properly delivered (A) immediately upon being served personally, (B) two days after being deposited with the postal service if served by registered mail, or (C) the following days after being deposited with an overnight courier.

INDEMNIFICATION

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Contract. This Indemnification will survive the termination of this Contract.

MODIFICATION OF CONTRACT

Any amendments or modifications of this Contract or any additional obligations assumed by either party in connection with the Contract will ONLY be binding IF evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

Time is of the essence in this Contract. No extension or variation of this Contract will operate as a waiver of this provision.

ASSIGNMENT

The Contractor will NOT voluntarily, or by operation of law, assign or otherwise transfer its obligations under the Contract without the prior written consent of the Client.

ENTIRE AGREEMENT

It is agreed that there are no representation, warranty, collateral agreement, or conditions affecting this Contract except as expressly in this Contract.

ENUREMENT

This Contract will ensure of the benefits and will be binding on the Parties and their respective heirs, executors, administrators, and permitted successors and assigns.

TITLES/HEADINGS

Headings are inserted for the convenience of the Parties ONLY and are NOT to be considered when interpreting the Contract.

GENDER

Words in the singular mean and include the plural and vice versa. Words in the masculine mean will include the feminine and vice versa.

GOVERNING LAW

The Contract will be governed by and construed in accordance with the Laws of the State of Illinois.

SEVERABILITY

In the event that any of the provisions of the Contract are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless will continue to be valid and enforced with the invalid or unenforceable parts severed from the remainders of the Contract.

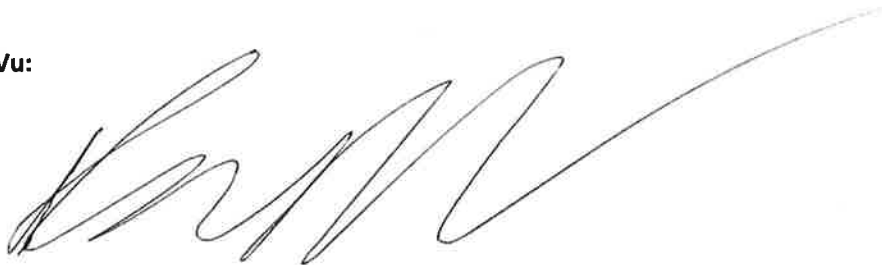
WAIVER

The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Contract by the other Party will NOT be construed as a waiver of any subsequent breach of the same or other provisions.

Date: 01/25/2021

Tran Kane Minh:

Hai Vu:

A handwritten signature in black ink, appearing to be 'Hai Vu', written in a cursive style.

J. V. Henik, Inc. — Structural Engineering

• *Structural Design* • *Restoration Engineering* • *Forensic Investigations* •

2200 E. Devon Ave Suite 284, Des Plaines, IL 60018

Tel: 847-823-9835 Fax: 847-823-9836 Email: info@jvhenikinc.com

www.jvhenikinc.com

TO: Betsy Gensburg
E-mail: betsy@gensburgltd.com

FROM: John Henik, PE, SE
Edilberto Barrera, EIT

DATE: February 23, 2021

RE: **Structural Investigation RTU Installation Report**
Bubble Tea Shop Expansion
507-509 Pennsylvania Ave.
Glen Ellyn, IL

Our office was contacted to perform a structural assessment for the installation of a new rooftop unit at the above building location. We visited the building on February 20, 2021 to obtain measurements of the roof joists. The following information was provided to us for the structural analysis:

1. RTU – Model #: KGB060S4B
Weight = 650lb.
Dimensions = 83"x47"
2. Roof Curb:
Weight = 115lb.

In addition to the RTU weights, the roof joists were analyzed for the following roof loads:

- Dead Load = 10 psf
- Snow Load = 25 psf

Site Observations

The restaurant expansion will encompass two buildings, 507 and 509 Pennsylvania Ave. The two buildings are directly adjacent to each other and currently share a common CMU bearing wall. **See Photo 1.** On the east side (unit 509), the roof is framed with 2x10 wood joists spaced at 16 inches on center. **See Photo 2.** The west side is framed with 2x12 joists at 16 inches on center. **See Photo 3.** The joists in this location bear on the CMU wall to the east and a steel beam to the west. **See Photo 4.**

Conclusions & Recommendations

Based on our analysis of the roof, we recommend the existing framing be reinforced prior to the installation of the new RTU as the existing framing will become overstressed with the additional load. Furthermore, the RTU should be installed in the location shown in the attached plan. This analysis is based on the installation of the RTU and roof curb only, no other accessories were added to the weight of the unit.



Photo 1: Street view of 507-509 Pennsylvania Ave.



Photo 2: Inside 509 Pennsylvania, the roof is framed with 2x10 joists spanning approximately 16 feet. Joists frame into CMU wall that currently separates the two stores.



Photo 3: Existing roof framing in 507 Pennsylvania Ave. Joists are 2x12's spaced at 16 inches on center and span approximately 23'-6". Joists bear on CMU wall to the east and a steel beam to the west side.



Photo 4: Existing steel beam supporting the roof at the west side.

WAIVER OF LIEN TO DATE

STATE OF ILLINOIS) ESCROW# _____ FILE# _____ COUNTY OF)

WHEREAS THE UNDERSIGNED HAS BEEN EMPLOYED BY DAVID VU (CONTRACTOR)

TO FURNISH BUBBLE TEA SHOP (507 -509) Pennsylvania Ave, Glen Ellyn, Illinois

FOR THE PREMISES KNOWN: BUBBLE TEA SHOP (507 -509) Pennsylvania Ave, Glen Ellyn, Illinois

OF WHICH KANE TRAN IS THE OWNER.

THE UNDERSIGNED, FOR AND IN CONSIDERATION OF \$110,000.00 USD DOLLARS, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, DO(ES) HEREBY WAIVE AND RELEASE ANY AND ALL LIEN OR CLAIM OF, OR RIGHT TO, LIEN, UNDER THE STATUTES OF THE STATE OF ILLINOIS, RELATING TO MECHANICS' LIENS, WITH RESPECT TO AND ON SAID ABOVE-DESCRIBED PREMISES, AND THE IMPROVEMENTS THEREON, AND ON THE MATERIAL, FIXTURES, APPARATUS OR MACHINERY FURNISHED, AND ON THE MONEYS, FUNDS OR OTHER CONSIDERATIONS DUE OR TO BECOME DUE FROM THE OWNER, ON ACCOUNT OF LABOR SERVICES, MATERIAL, FIXTURES, APPARATUS OR MACHINERY FURNISHED TO THIS DATE, BY THE UNDERSIGNED FOR THE ABOVE-DESCRIBED PREMISES.

DATED 01/18/2022 COMPANY NAME D&K Investments 01 LLC

SIGN HERE SIGNATURE AND TITLE _____

IF YOU HAVE CONTRACTED FOR LABOR OR MATERIALS ON THIS JOB YOU MUST COMPLETE THE CONTRACTOR'S AFFIDAVIT.

STATE OF ILLINOIS

) **SS CONTRACTOR'S AFFIDAVIT**

COUNTY OF)

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS SUBCONTRACTOR/SUPPLIER OF THE SUBCONTRACTOR/GENERAL CONTRACTOR WHO IS THE CONTRACTOR FOR THE CONSTRUCTION WORK ON THE BUILDING LOCATED AT (507 -509) Pennsylvania Ave, Glen Ellyn, Illinois OWNED BY KANE TRAN. THAT THE TOTAL AMOUNT OF THE CONTRACT INCLUDING EXTRAS IS \$110,000.00 USD ON WHICH HE HAS RECEIVED PAYMENT OF \$0.00 PRIOR TO THIS PAYMENT. THAT ALL WAIVERS ARE TRUE, CORRECT AND GENUINE AND DELIVERED UNCONDITIONALLY AND THAT THERE IS NO CLAIM EITHER LEGAL OR EQUITABLE TO DEFEAT THE VALIDITY OF SAID WAIVERS. THAT THE FOLLOWING ARE THE NAMES OF ALL PARTIES WHO HAVE FURNISHED MATERIAL OR LABOR, OR BOTH, FOR SAID WORK AND ALL PARTIES HAVING CONTRACTS OR SUB CONTRACTS FOR SPECIFIC PORTIONS OF SAID WORK OR FOR MATERIAL ENTERING INTO THE CONSTRUCTION THEREOF AND THE AMOUNT DUE OR TO BECOME DUE TO EACH, AND THAT THE ITEMS MENTIONED INCLUDE ALL LABOR AND MATERIAL REQUIRED TO COMPLETE SAID WORK ACCORDING TO PLANS AND SPECIFICATIONS:

NAMES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
D&K INVESTMENTS 01 LLC	CONSTRUCTION	\$110,000.00 USD	\$110,000.00 USD	\$110,000.00 USD	\$0.00 USD
TOTAL LABOR & MATERIAL INCLUDING EXTRAS* TO COMPLETE					

THAT THERE ARE NO OTHER CONTRACTS FOR SAID WORK OUTSTANDING, AND THAT THERE IS NOTHING DUE OR TO BECOME DUE TO ANY PERSON FOR MATERIAL, LABOR OR OTHER WORK OF ANY KIND DONE OR TO BE DONE UPON OR IN CONNECTION WITH SAID WORK OTHER THAN ABOVE STATED.

DATE: 1/18/2022 SIGNATURE: _____ SUBSCRIBED AND SWORN TO BEFORE ME

THIS 18th DAY OF January 2022

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL & WRITTEN, TO THE CONTRACT

Alison Julius Cardozo
NOTARY PUBLIC

ALISON JULIUS CARDOZO
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 27, 2023

ELTRON INC.
8040. S. Odell
Bridgeview, IL. 60455
815-508-1408

INVOICE NO. 1101-21
INVOICE DATE 2/24/21
CUSTOMER ORDER NUMBER

Invoice

SOLD TO:	SHIP TO:
BUBBLE TEA SHOP	
509 PENNSYLVANIA AVE.	
GLEN ELLYN, IL.	

SALESPERSON	SHIPPED VIA	TERMS	F.O.B.

QTY ORDERED	QTY SHIPPED	DESCRIPTION	UNIT	AMOUNT
		INSTALL: NEW FIRE ALARM SYSTEM. WITH DRAWINGS FOR VILLAGE REVIEW.		\$10,000
		QUOTE REVISED: BASE BUILDING WITH RADIO FOR TRANSMISSION OF ALL SIGNALS - #4201		#6,500.00
		DOWN PAYMENT:		-\$3,250.00
		Additional Space: Add onto BASE Building		#3,500.00
		QUOTE REVISED: #1011-21		
		AMOUNT STILL DUE:		#6,750.00
		91800		
		AMOUNT STILL DUE:		#6,750.00

COUNTY OF

 $\} \text{ SS}$

Given π

Escrow #

WHEREAS the undersigned has been employed by

to furnish FIRE ALARM SYSTEM

for the premises known as Bubble Tea Shop 509 Pennsylvania Ave, Glen Ellyn, IL
of which _____ is the owner.

THE undersigned, for and in consideration of ELEVEN THOUSAND ONE HUNDRED AND 00
 (\$ 11,110.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,
 do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to
 mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures,
 apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of
 all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by
 the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 10/4/21

COMPANY NAME ELTRON Inc

ADDRESS 8040 S. Odell, Bridgeview, IL 60455

SIGNATURE AND TITLE

Van Van Pres

* EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN TO THE CONTRACT

} SS

CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, NAME:

AND SAYS THAT HE OR SHE IS (POSITION)

(COMPANY NAME)

ELTRON INC.

CONTRACTOR FURNISHING

FIRE ALARM SYSTEM

LOCATED AT

OWNED BY

That the total amount of the contract including extras* is \$ 14,110.00 on which he or she has received payment of \$ 4,950.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
ELTRON INC 8040 S. ODELL Bridgeview, IL 60455	FIRE ALARM	\$11,110.00	\$4,950.00	\$6,160.00	\$0
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE					

That there are no other contacts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

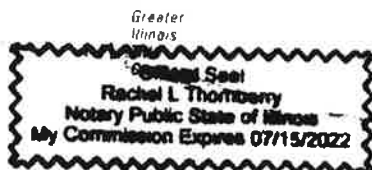
DATE 10/4/21

SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

Rachel L. Chamberlayne
NOTARY PUBLIC



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ADRIAN ELECTRIC INC.

Licensed.Bonded.Workmans Comp & Liability Ins.
Since 1989

630.668.7400

329 W. Franklin St. Wheaton ,IL 60187

email..adrianelectric@me.com

Proposal: Kane Tran
507 Pennsylvania Ave.
Glen Ellyn, IL

630.398.1466

THREE PHASE:120/240v

Per request electrical service upgrade to the above three units.
New over head meter socket with a 3phase 200amp disconnect means-
location in the alley way.
3phase 120/240v.

The unit will have a 40 position 200amp 3 phase panels installed as per
code.

The Tea Shop will have a 3phase 120/208 panel in stalled with 1KVA
transformer installed.

This will allow for the 120/208v appliances to operate.

All labor and materials will be supplied and paid for thru Adrian Electric Inc.
as needed to complete the above said work.

Permit fees not included.

Total...\$19,400.00 (nineteen thousand four hundred.00)

DEPOSIT PAID..\$9,000.00
Next payment.....\$5,000.00 3/11/2021
Balance due \$5,400.00. At Completion

Thank you,
Frank Adrian

Adrian Electric Inc.
Since 1989
www.adrianelectricinc.com

FINAL WAIVER OF LIEN

State of Illinois } SS
County of }

File #: _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by TRAVIS HOLDING CORP

Name of Owner, Contractor, or Subcontractor

to furnish ELECTRICAL REMEDIAL

Kind of Work or Materials

for the premises known as 509 PENNSYLVANIA AVE

Common Address or Brief Legal Description

of which TRAVIS HOLDING

is the owner,

SIXTY FOUR HUNDRED SIXTY SEVEN Name of Owner

THE undersigned, for and in consideration (\$6467) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release and release any and all lien or Claim of right of lien under the Statutes of the State wherein the land is located, relating to Mechanic's liens, on the above described premises and improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor or services, material, fixtures or apparatus heretofore furnished or which may be furnished at any time hereafter by the undersigned for the above described premises.

Signed this 28 day of JULY, 2022

[Signature]

Seal

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, the title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

State of Illinois } SS
County of }

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he/she is OWNER of ADRIAN ELECTRIC who is the contractor for the ELECTRICAL REMEDIAL work on the building located at 509 PENNSYLVANIA AVE owned by TRAVIS HOLDING CO.

That the total amount of the contract including extras is \$ 6467 on which he/she has received payment of \$ 6467 prior to this payment. That all waivers are true, correct, and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	KIND OF WORK	AMOUNT OF CONTRACT	PAID PREVIOUSLY	AMOUNT OF THIS PAYMENT	BALANCE TO COMPLETE
<u>ADRIAN ELECTRIC</u>	<u>ELECTRIC</u>	<u>6467</u>	<u>6467</u>	<u>6467</u>	<u>0</u>
TOTAL LABOR AND MATERIAL TO COMPLETE:					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 28 day of JULY, 2022

Subscribed and sworn to before me this 28 day of JULY, 2022



[Signature]
NOTARY PUBLIC

Signature (and Title) of Affiant

FINAL WAIVER OF LIEN

State of Illinois } SS
County of }

File #: _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by TRANS HOLDING CORP

Name of Owner, Contractor, or Subcontractor

to furnish ELECTRICAL REMEDIATION

Kind of Work or Materials

for the premises known as 505 PENNSYLVANIA AVE

Common Address or Brief Legal Description

of which TRANS HOLDING

is the owner,

Name of Owner

THE undersigned, for and in consideration SIXTY FOUR THOUSAND SIXTY SEVEN (\$ 6467) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or Claim of right of lien under the Statutes of the State wherein the land is located, relating to Mechanic's liens, on the above described premises and improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor or services, material, fixtures or apparatus heretofore furnished or which may be furnished at any time hereafter by the undersigned for the above described premises.

Signed this 27 day of JULY, 2022

[Signature]

Seal

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, the title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

State of Illinois } SS
County of }

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he/she is OWNER of ADRIAN EVERTZ who is the contractor for the TRANS HOLDING REMEDIATING ELECTRICAL work on the building located at 505 PENNSYLVANIA AVE owned by TRANS HOLDING.

That the total amount of the contract including extras is \$ 6467 on which he/she has received payment of \$ 6467 prior to this payment. That all waivers are true, correct, and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	KIND OF WORK	AMOUNT OF CONTRACT	PAID PREVIOUSLY	AMOUNT OF THIS PAYMENT	BALANCE TO COMPLETE
<u>ADRIAN EVERTZ</u>	<u>ELECTRICAL</u>	<u>6467</u>	<u>0</u>	<u>6467</u>	<u>0</u>
TOTAL LABOR AND MATERIAL TO COMPLETE:					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 28 day of JULY, 2022

Subscribed and sworn to before me this 28 day of JULY, 2022

Signature (and Title) of Affiant



NOTARY PUBLIC

FINAL WAIVER OF LIEN

State of Illinois } SS
County of }

File #: _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by TRANS HOLDING CORP.
Name of Owner, Contractor, or Subcontractor
to furnish ELECTRICAL REMODEL
Kind of Work or Materials
for the premises known as 507 PENNSYLVANIA AVE / GLEN ELLEN
Common Address or Brief Legal Description
of which TRANS HOLDING
Name of Owner is the owner,

THE undersigned, for and in consideration SIXTY FOUR HUNDRED SIXTY SEVEN (\$6467) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or Claim of right of lien under the Statutes of the State wherein the land is located, relating to Mechanic's liens, on the above described premises and improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor or services, material, fixtures or apparatus heretofore furnished or which may be furnished at any time hereafter by the undersigned for the above described premises.

Signed this 28 day of JULY, 2022

[Signature]

Seal

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, the title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

State of Illinois } SS
County of }

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he/she is OWNER
of ADRIAN ELECTRICAL
who is the contractor for the ELECTRICAL REMODEL work on the
building located at 507 PENNSYLVANIA AVE
owned by TRANS HOLDING CORP.

That the total amount of the contract including extras is \$ 6467 on which he/she has received payment of \$ 6467 prior to this payment. That all waivers are true, correct, and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	KIND OF WORK	AMOUNT OF CONTRACT	PAID PREVIOUSLY	AMOUNT OF THIS PAYMENT	BALANCE TO COMPLETE
ADRIAN ELECTRICAL	ELECTRICAL	6467	6467	6467	0
TOTAL LABOR AND MATERIAL TO COMPLETE:					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 28 day of JULY, 2022

Subscribed and sworn to before me this 28 day of JULY, 2022



[Signature]
NOTARY PUBLIC

Signature (and Title) of Affiant



2015 Schumacher Dr. Naperville IL 60540

Tel: 630 544 0524; 708 369 0995

Fax: 630 771 0608

Email: advmasonry@gmail.com

PROPOSAL

Date	PROPOSAL #
12/22/2020	3186

Name / Address
Kane Tran 507 Pennsylvania Ave Glen Ellyn, IL 60137

Job Address
507 Pennsylvania Ave. Glen Ellyn IL

Description	Qty	Total
Building 507 Budgetary Quote		10,857.50
To remove all bricks bellow window openings from both sides		
Rebuild using matching bricks or closest match. Outside bricks to be painted by others.		
Inside wall: old Chicago commons,will be exposed.		
To provide and install 3"x 14"x 24ln/ft limestone coping on both front walls		
To tuckpoint cracked and deteriorated mortar joints on brick wall above windows.		
Replace 3-5 cracked bricks. Wall to be painted		
To provide and install Store front Windows Per picture attached		13,913.27
ADV Inc provide all materials needed for this job labor supervision ,debris removal		

Please sign this proposal and send us back

Total

\$24,770.77

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Thank you for opportunity to bid. Please call us at your convenience if you have any questions regarding this proposal

Terms: Winter Enclosure or heating is not included. Any additional work will be paid extra and must be approved before extra work will start. This estimate is based upon NON-PREVAILING, NON-UNION wage rates unless otherwise noted in the proposal. This Estimate does not include the cost of any permits or bonds. Owner or GC is responsible to pay attorney and collection fees if collection services are required. GC or Owner must provide, secure location for storage of materials and equipment, and for on-site dumpster or other container for removal of construction debris and waste unless is included in Estimate. This Estimate may be withdrawn by ADV Inc. if not accepted within 60 days. By accepting this Estimate, all terms and Conditions set forth on the face here acknowledged and Accepted.
ARUNAS ASTRAUSKAS
President ADV Inc.

Accepted by

kane tran

12/30/2020 Signature

Kane Tran



2015 SCHUMACHER DR. NAPERVILLE IL 60540
FAX: 630 771 0608

TEL: 630 544 0524; 708 369 0995
EMAIL: ADVMASONRY@GMAIL.COM

CHANGE ORDER # 1

To: Kane Tran

Project: 507 Pennsylvania Ave. Glen Ellyn IL

DESCRIPTION OF WORK:

To provide support for the brick wall above by installing #4 re-bars epoxied in a back wall every 24"O.C.

Remove 2 section 1'T x1' W on interior and exterior wall per structural engineer . To provide all support necessary .

\$3,850.00

You are hereby authorized to make the following changes in your work on the above captioned project. It being understood that this change is to be executed under the terms of and conditions embodied in our contract.

The original Contract Sum was.....	\$24,770.77
Net change by previous Change Orders.....	\$0.00
The Contract Sum prior to this Change Order.....	\$24,770.77
The Contract Sum will be changed by this Change Order.....	\$3,850.00
The new Contract Sum including this Change Order will be.....	\$28,620.77

Owner

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Authorized Signature _____

Kane Tran

Date: _____

3/6/21

(Owner signs here)

Contractor

We hereby agree to furnish labor and materials —complete in accordance with the above specifications, at the above stated price.

Authorized Signature _____

Date: _____

(Contractor signs here)



2015 SCHUMACHER DR. NAPERVILLE IL 60540
FAX: 630 771 0608

TEL: 630 544 0524; 708 369 0995
EMAIL: ADVMASONRY@GMAIL.COM

CHANGE ORDER # 2

To: Kane Tran
811 Butterfield Rd., #115
Wheaton, IL 60789

Project: 507 Pennsylvania Ave.
Glen Ellyn IL

DESCRIPTION OF WORK:

Provide snow fence for pedestrian protection
Architectural shop drawings Fee \$750.00 (Dated March 18, 2021)
To remove all masonry above existing steel lintel. Salvage and store limestone coping pieces.
To remove and dispose deteriorated lintel
To provide and install new structural steel beam per engineered drawings(LINTLES:124-88"24#w/ 3/8"x 12"PL WELDL12BRG PLATES. MATERIAL GALVANIZED)
To build inside wall using 8" CMU. To provide reinforcement per code.
To install new brick on exterior wall,design matching existing.
To provide and install new limestone insert pieces
Reset salvaged Limestone coping pieces.
Wash all masonry after completion

\$34,325.89

You are hereby authorized to make the following changes in your work on the above captioned project. It being understood that this change is to be executed under the terms of and conditions embodied in our contract.

The original Contract Sum was.....	\$24,770.77
Net change by previous Change Orders.....	\$3,850.00
The Contract Sum prior to this Change Order.....	\$28,620.77
The Contract Sum will be changed by this Change Order.....	\$34,325.89
The new Contract Sum including this Change Order will be.....	\$62,946.66

Owner

Above additional work to be performed under same condition as specified in original contract unless otherwise stipulated.

Authorized Signature

Kane Tran

Date: 3/24/2021

(Owner signs here)

Contractor

We hereby agree to furnish labor and materials —complete in accordance with the above specifications, at the above stated price.

Authorized Signature

Date:

(Contractor signs here)



2015 SCHUMACHER DR. NAPERVILLE IL 60540
FAX: 630 771 0608

TEL: 630 544 0524; 708 369 0995
EMAIL: ADVMASONRY@GMAIL.COM

CHANGE ORDER # 3

To: Kane Tran

Project: 507 Pennsylvania Ave. Glen Ellyn IL

DESCRIPTION OF WORK:

Patch flat roof over front parapet wall with smooth bitumen roofing membrane.
Patch flat roof corner with .60 mil tpo membrane
Install termination bar where needed.
We will perform all this work as specified above labor and material

\$3,650.00

You are hereby authorized to make the following changes in your work on the above captioned project. It being understood that this change is to be executed under the terms of and conditions embodied in our contract.

The original Contract Sum was.....	\$24,770.77
Net change by previous Change Orders.....	\$38,175.89
The Contract Sum prior to this Change Order.....	\$62,946.66
The Contract Sum will be changed by this Change Order.....	\$3,650.00
The new Contract Sum including this Change Order will be.....	\$66,596.66

Owner

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Authorized Signature

Kane Tran

Date:

12/1

(Owner signs here)

Contractor

We hereby agree to furnish labor and materials —complete in accordance with the above specifications, at the above stated price.

Authorized Signature

Date:

(Contractor signs here)



2015 SCHUMACHER DR. NAPERVILLE IL 60540
FAX: 630 771 0608

TEL: 630 544 0524; 708 369 0995
EMAIL: ADVMASONRY@GMAIL.COM

CHANGE ORDER # 4

To: Kane Tran

Project: 507 Pennsylvania Ave. Glen Ellyn IL

DESCRIPTION OF WORK:

CHANGE ORDER for BREAK METAL:
Fabricate and install custom break metal for interior.
The scope includes:
2x Custom shapes to cover steel round columns. Color: Clear Anodized
2x custom shapes to cover uneven drywall Clear Anodized
1x custom head drip cap for Bronze storefront next door.

\$1,875.00

You are hereby authorized to make the following changes in your work on the above captioned project. It being understood that this change is to be executed under the terms of and conditions embodied in our contract.

The original Contract Sum was.....	\$24,770.77
Net change by previous Change Orders.....	\$41,825.89
The Contract Sum prior to this Change Order.....	\$66,596.66
The Contract Sum will be changed by this Change Order.....	\$1,875.00
The new Contract Sum including this Change Order will be.....	\$68,471.66

Owner

Above additional work to be performed under same condition as specified in original contract unless otherwise stipulated.

Authorized Signature Kane Tran Date: 7/14/2021
(Owner signs here)

Contractor

We hereby agree to furnish labor and materials —complete in accordance with the above specifications, at the above stated price.

Authorized Signature _____ Date: _____
(Contractor signs here)

FINAL WAIVER OF LIEN

STATE OF ILLINOIS

COUNTY OF Wpabk } SS

Gty # _____

Escrow # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Trans Holdings Corp

to furnish Masonry

for the premises known as 507 Pennsylvania Ave Glen Ellyn, IL 60137

of which Kane Tran

is the owner.

THE undersigned, for and in consideration of One thousand eight hundred seventy five

(\$ 1,875.00)

Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 0525/2022

COMPANY NAME ADV

ADDRESS 2015 Schumacher dr Naperville IL 60540

SIGNATURE AND TITLE

Secretary

* EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

STATE OF ILLINOIS

COUNTY OF DUPAGE } SS

CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Dalius Marciukaitis

BEING DULY SWORN, DEPOSES

AND SAYS THAT HE OR SHE IS (POSITION) Owner

OF

(COMPANY NAME) ADV

WHO IS THE

CONTRACTOR FURNISHING Masonry

WORK ON THE BUILDING

LOCATED AT 507 Pennsylvania Ave Glen Ellyn, IL 60137

OWNED BY Kane Tran

That the total amount of the contract including extras* is \$ 68,471.66 on which he or she has received payment of \$ 66,596.66 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
ADV 2015 Schumacher dr Naperville IL 60540	Masonry	54,471.66	52,596.66	1,875.00	0.00
Stock	Materials	14,000.00	14,000.00	0.00	0.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		68,471.66	66,596.66	1,875.00	0.00

That there are no other contacts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 05/25/22

SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS

25th

DAY OF

MAY

2022

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

NOTARY PUBLIC

OFFICIAL SEAL

HARVEY O ALVARADO ROMERO

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BUSINESS	APPLICANT NAME	ADDRESS	TYPE OF AWARD	DATE RECEIVED	DATE OF APPROVAL	AMOUNT REQUESTED	AMOUNT APPROVED	AMOUNT PAID
FY 2022 - \$155,000 Total Funds Available								
* Drip Yoga	Mary Beth Searls	526 Duane Street	Façade	8/30/2022	9/12/2022	\$ 2,500.00	\$ 2,500.00	
* Bubble Tea	Trans Holding Corp	507 Pennsylvania	Interior	9/21/2022		\$ 12,500.00		
* Bubble Tea	Trans Holding Corp	507 Pennsylvania	Façade	9/21/2022		\$ 20,000.00		
* Bubble Tea	Trans Holding Corp	507 Pennsylvania	Fire	9/21/2022		\$ 7,500.00		

Per Above	\$ 42,500.00	\$ 2,500.00	\$ -
-----------	--------------	-------------	------

Total Available	\$ 155,000.00
-----------------	---------------

Funds Available	\$ 112,500.00
-----------------	---------------

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

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

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

	BUSINESS	APPLICANT NAME	ADDRESS	TYPE OF AWARD	DATE RECEIVED	DATE OF APPROVAL	AMOUNT REQUESTED	AMOUNT APPROVED	AMOUNT PAID
FY 2021 - \$155,000 Total Funds Available									
*	Bubble Tea	Trans Holding Corp	507 Pennsylvania	Interior	1/18/2021	3/8/2021	\$ 17,500.00	\$ 17,500.00	
*	433-435 Penn Ave	433-435 Penn Ave	433-435 Pennsylvania	Façade	1/18/2021	1/25/2021	\$ 22,500.00	\$ 22,500.00	\$ 22,500.00
*	433-435 Penn Ave	433-435 Penn Ave	433-435 Pennsylvania	Fire	1/18/2021	1/25/2021	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
*	The Beer Cellar	David Hawley	488 Crescent Blvd	Interior	1/21/2021	1/25/2021	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00
*	A Toda Madre	Patrick Neary	499 N Main St	Façade	4/15/2021	4/26/2021	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
*	A Toda Madre	Patrick Neary	499 N Main St	Interior	4/28/2021	5/10/2021	\$ 22,500.00	\$ 22,500.00	\$ 22,500.00
*	504 Crescent Blvd	Temos J LLC	504 Crescent Blvd	Fire	5/13/2021	5/24/2021	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
*	504 Crescent Blvd	Temos J LLC	504 Crescent Blvd	Interior	5/13/2021	5/24/2021	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
*	Main St Venture Partnership	Main St Venture Partnership	495-497 N Main St	Façade	5/59/21	6/14/2021	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
*	546 Duane St	Entela Ilo	546 Duane St	Façade	4/26/2021	6/14/2021	\$ 21,250.00	\$ 21,250.00	\$ 21,250.00
*	Marinella's Italian Restaurant	Entela Ilo	548 Duane St	Façade	4/26/2021	6/14/2021	\$ 21,250.00	\$ 21,250.00	\$ 21,250.00
*	Chocolatier Stam	Elizabeth Anne Tryner, Inc.	530 Pennsylvania Ave	Façade	5/18/2021	7/12/2021	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
*	Bonita Bowls	BB Glen Ellyn LLC	524 Crescent Blvd	Interior	9/20/2021	10/11/2021	\$ 26,250.00	\$ 26,250.00	\$ 26,250.00
*	King Crab	CXPM, LLC	462 Park Blvd, #120	Interior	8/9/2021	10/11/2021	\$ 8,750.00	\$ 8,750.00	\$ 7,500.00

Per Above	\$ 246,750.00	\$ 246,750.00	\$ 228,000.00
-----------	---------------	---------------	---------------

Total Available	\$ 155,000.00
-----------------	---------------

Funds Available	\$ (91,750.00)
-----------------	----------------

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

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

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

	BUSINESS	APPLICANT NAME	ADDRESS	TYPE OF AWARD	DATE RECEIVED	DATE OF APPROVAL	AMOUNT REQUESTED	AMOUNT APPROVED	AMOUNT PAID
FY 2020 - \$155,000 Total Funds Available									
*	Marinella's	Entela Ilo	548 Duane Street	Façade	9/3/2019	2/24/2020	\$ 15,000.00	\$ 15,000.00	\$
**	Wendy's	Wenzak, Inc.	305 Roosevelt Road	Façade	5/14/2020	5/26/2020	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
*	Ko-Ze, LLC	Ko-Ze, LLC	484 N. Main Street	Interior	8/18/2020	8/24/2020	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
*	Ko-Ze, LLC	Ko-Ze, LLC	484 N. Main Street	Façade	8/18/2020	9/14/2020	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
*	Ko-Ze, LLC	Ko-Ze, LLC	484 N. Main Street	Fire	8/18/2020	9/14/2020	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
*	Bubble Tea	Trans Holding Corp	507 Pennsylvania	Interior	9/23/2020	10/12/2020	\$ 17,500.00	\$ 17,500.00	
*	Bubble Tea	Trans Holding Corp	507 Pennsylvania	Fire	9/23/2020	10/12/2020	\$ 7,500.00	\$ 7,500.00	
**	Glen Ellyn BP/Trio	Graham Enterprises	339 Roosevelt Road	Façade	10/19/2020	10/26/2020	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
*	Ko-Ze, LLC	Ko-Ze, LLC	484 N. Main Street	Interior	10/21/2020	10/26/2020	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
*	Ko-Ze, LLC	Ko-Ze, LLC	484 N. Main Street	Façade	10/21/2020	10/26/2020	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
**	Los Burritos Tapatios	Los Burritos Tapatios	484 Roosevelt Road	Façade	12/9/2020	12/14/2020	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
*	Shannon's Irish Pub	Shannon's Irish Pub	428 N. Main Street	Interior	12/8/2020	12/14/2020	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00
*	Shannon's Irish Pub	Shannon's Irish Pub	428 N. Main Street	Façade	12/8/2020	12/14/2020	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00

Per Above	188,500.00	\$ 188,500.00	\$ 163,500.00
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Total Available	155,000.00
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Funds Available	(33,500.00)
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*\$125,000 for downtown projects funded by TIF

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

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



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

Meeting 9/26/2022 6:00 PM
Department: Finance
Department Head: Larry Noller
Category: Contract
Prepared By: Larry Noller

AGENDA ITEM (ID
2022-2660)

DOC ID: 2022-2660

Motion to Authorize the Village Manager to Execute an Engagement Letter for Audit Services with Lauterbach and Amen, LLP for the Village's Fiscal Year 2022 and 2023 Audits in the Amount of \$82,015, to be Expensed to the General Fund, Central Business District TIF Fund, Roosevelt Road TIF Fund, and Police Pension Fund (Finance Director Noller)

Statement of the Issue:

The Village Board previously approved a proposal from Lauterbach and Amen, LLP, to provide professional auditing services subject to annual approval by the Village Board. Staff requests Village Board approval to renew the contract for two additional fiscal years.

Analysis:

The Village Board selected Lauterbach and Amen in 2015 through a request for proposal process subject to annual approval by the Village Board. Staff is pleased with the service and quality of the audits completed for the previous fiscal years. Additionally, due to turnover in the Finance Department, maintaining the current audit firm will provide for continuity in the audit process. Therefore, staff requests the Village Board approve a two-year renewal for audit services. Lauterbach and Amen's engagement letter for 2022 and 2023 includes a 3% price increase each year.

The audit for the 2022 fiscal year will comprise several components. The Village will receive a financial statement audit, including opinions on its non-major funds. The audit firm will also issue compliance opinions on both the Central Business District (CBD) TIF Fund and the Roosevelt Road TIF Fund. The firm also prepares and files the Illinois Department of Insurance Annual Pension Report. This report is paid for by the Police Pension Fund. Lastly, the need for a single audit is required if more than \$750,000 of federal funds are expended.

Budget Impact:

As outlined in the attached engagement letter, the fees for the 2022 audit services are as follows:

- Financial Statement Audit - \$34,000.00, General Fund (account 122100-520825)
- CBD TIF Compliance Opinion - \$400.00, CBD TIF Fund (account 25000-520825)
- Roosevelt Road TIF Compliance Opinion - \$400.00, Roosevelt Road TIF Fund (account 26000-520825)

- Department of Insurance Pension Report - \$425.00, Police Pension Fund (account 90000-520830)
- Single Audit - \$5,200.00, General Fund (account 122100-520825)

Action Requested:

Motion to Authorize the Village Manager to Execute an Engagement Letter for Audit Services with Lauterbach and Amen, LLP for the Village's Fiscal Year 2022 and 2023 Audits in the Amount of \$82,015, to be Expensed to the General Fund, Central Business District TIF Fund, Roosevelt Road TIF Fund, and Police Pension Fund.

Attachments:

1. Engagement Letter 2022-23



September 16, 2022

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

We are pleased to confirm our understanding of the services we are to provide the Village of Glen Ellyn, Illinois for the years ended December 31, 2022 and December 31, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Village as of and for the years ended December 31, 2022 and December 31, 2023. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Village's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited: management's discussion and analysis, the budgetary comparison schedules, and GASB-required pension and other postemployment benefit (OPEB) reporting.

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

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report: introductory and statistical information.

Audit Scope and Objectives – Continued

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Village or to acts by management or employees acting on behalf of the Village.

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

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for a reasonable period of time.

Auditor's Responsibilities for the Audit of the Financial Statements – Continued

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Audit Procedures – Internal Control

We will obtain an understanding of the Village and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risk(s) of material misstatement as part of our audit planning: management override of controls, improper revenue recognition, and general or local economic challenges. Planning for this engagement has not concluded and is subject to change.

Audit Procedures – Compliance

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

Other Services

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

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

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

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

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

Responsibilities of Management for the Financial Statements - Continued

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

Engagement Administration, Fees, and Other

Our fees for the December 31, 2022 and December 31, 2023 audits will be as follows:

	December 31, 2022	December 31, 2023
Audit	\$34,000	\$35,000
Per TIF Fee	\$400	\$420
Police Pension IDOI	\$425	\$450
Single Audit (if needed)	\$5,200	\$5,300
Total	\$40,025	\$41,170

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

Reporting

We will issue a written report upon completion of our audit of the Village's financial statements. Our report will be addressed to the Board of Trustees of the Village. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

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

Village of Glen Ellyn, Illinois
September 16, 2022
Page 6

Cordially,

Lauterbach & Amen, LLP
LAUTERBACH & AMEN, LLP

RESPONSE:

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

By: _____

Title: _____



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

Meeting 9/26/2022 6:00 PM
Department: Community Development
Department Head: Marty Scott
Category: Ordinance
Prepared By: Emily Rodman

**AGENDA ITEM (ID
2022-2635)**

DOC ID: 2022-2635

Ordinance No. 6981, An Ordinance Granting Approval of Preliminary and Final Major Subdivision Plats, Subdivision Code Variations and Zoning Code Variations for a Detached Single-Family Residential Development to be Known as Glen Estates Subdivision and to be Located at 982-994 Hill Avenue (Currently 982-992 Hill Avenue)

Statement of the Issue:

Patrick Murphy of GE Hill Avenue Properties, LLC., owner of the property commonly known as 982-992 Hill Avenue has submitted applications for the resubdivision of the subject property into a 7-lot single-family home subdivision and associated zoning variations.

Analysis:

In 2006, Hill Street Properties, LLC (the previous property owner) entered into an annexation agreement with the Village which outlined the terms by which the subject property would be developed. A 6-lot subdivision was also approved at that time. The proposed subdivision was to be improved with custom homes in the \$1,000,000 to \$1,200,000 price range. Each of the 6 lots complied with the minimum lot requirements for the R2 Residential District. Following the approval of the final plat of subdivision, the property was annexed into the Village. The final plat of subdivision was not recorded, and the proposed development did not move forward. Therefore, the prior zoning and subdivision approvals have expired, and the property remains one lot of record.

In 2014, Patrick J. Murphy Builders, Inc. purchased the property with the intention of developing the 6-lot subdivision. Due to changes in the housing market since 2006, and certain qualities about the site that make it more expensive to develop, Mr. Murphy has been negotiating with Village staff for several years to amend the 2006 Annexation Agreement to make it more feasible to develop the property. The petitioner has provided the following unique circumstances and hardships:

1. The Annexation Agreement from 2006 is now 16 years old and the property owner's 50% cost share to improve Hill Avenue and the Hill Avenue sightline have increased; and
2. Some subdivisions propose homes on both sides of a street. The Hill Avenue property will result in the construction of new homes on only one side of the street, leaving a larger public improvement cost burden on fewer homes; and
3. The shallow lot depths do not allow for the construction of a detached garage, leaving the Lot Coverage Ratio credit unavailable for this project; and

4. The property has a 23-foot grade change from east to west, which increases site work costs.

A separate memorandum has been prepared related to the developer's request to amend the annexation and redevelopment agreement and is included in the Village Board agenda packet.

In order to proceed with the project as proposed, the petitioner will need approval of the following:

1. Approval of a Preliminary Plat of Subdivision in accordance with Section 11-3-4 of the Subdivision Regulations Code.
2. Approval of a Final Plat of Subdivision in accordance with Section 11-3-5 of the Subdivision Regulations Code.
3. Approval of the following Variations from the Glen Ellyn Subdivision Regulations Code.
 - a. Section 11-4-2(A) to allow lots within the subdivision to not meet the minimum design standards for the R2 Residential Zoning District
 - b. Section 11-4-2(D) to allow a corner lot to not meet the minimum corner lot width requirement of the zoning district in which it is located.
 - c. Section 11-4-7(A) to allow sidewalks to be installed along the north side of Hill Avenue only, as opposed to installation on the north and south sides of Hill Avenue.
4. Approval of the following Variations from the Glen Ellyn Zoning Code in accordance with Section 10-10-12:
 - a. Section 10-4-8(D)9 to allow Lot 1 to have a lot depth of 108.79 feet in lieu of the 110 feet required.
 - b. Section 10-4-8(D)2 to allow Lots 1-3 to have a rear yard setback of 30 feet in lieu of the 40 feet that is required.
 - c. Section 10-4-8(D)2 to allow Lot 4 to have a rear yard setback of 35 feet in lieu of the 40 feet that is required.
 - d. Section 10-4-8(D)4 to allow Lot 7 to have a corner side yard setback of 20 feet in lieu of the 30 feet that is required.
 - e. Section 10-4-8(D)8(b) to allow Lot 7 to have a lot width of 72.3 feet in lieu of the 80 feet that is required.
 - f. Section 10-4-8(E)1 to allow Lots 1-7 to have a maximum lot coverage ratio of 23% in lieu of the maximum 20% permitted.

Plan Commission Recommendation

The Plan Commission held a public hearing and considered the petitioner's requests on November 4, 2021. To review the Plan Commission packet, [click here](#). By a 5-0 vote, the Plan Commission recommended approval of the requested Preliminary and Final Plats of Subdivision, Subdivision Regulations Code Variations and Zoning Code Variations, including the following conditions of approval:

1. That the project be constructed in substantial conformance with the plans and testimony presented at the Plan Commission public hearing and before the Village Board of Trustees; and
2. That the required impact fees for each home be paid prior to the issuance of a building permit for each home.

The Plan Commissioners were generally in favor of the proposed development but noted that they

would like to see as many mature trees saved as would be possible. They recognized a clear hardship associated with the slope and shape of the lot and the three roadway frontages which require improvement.

Budget Impact:

N/A

Action Requested:

Motion to Approve Ordinance No. _____, An Ordinance Granting Approval of Preliminary and Final Major Subdivision Plats, Subdivision Code Variations and Zoning Code Variations for a Detached Single-Family Residential Development to be Known as Glen Estates Subdivision and to be Located at 982-994 Hill Avenue (Currently 982-992 Hill Avenue)

Attachments:

1. Ordinance_FINAL
2. Plan Commission Minutes_11.04.2021



Village of Glen Ellyn

Ordinance No. _____

An Ordinance Granting Approval of
Preliminary and Final Major Subdivision Plats, Subdivision Code
Variations and Zoning Code Variations for a
Detached Single-Family Residential
Development to be Known as
Glen Estates Subdivision and to be Located at
982-994 Hill Avenue
Glen Ellyn, IL 60137

Adopted by the
President and the Board of Trustees
Of the Village of Glen Ellyn
DuPage County, Illinois
This _____ Day of _____, 20__.

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

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

Ordinance No. _____

**An Ordinance Granting Approval of
Preliminary and Final Major Subdivision Plats, Subdivision Code
Variations and Zoning Code Variations for a
Detached Single-Family Residential
Development to be Known as
Glen Estates Subdivision and to be Located at
982-994 Hill Avenue
Glen Ellyn, IL 60137**

Whereas, Patrick J. Murphy of GE Hill Avenue Properties, LLC, is the owner of the property commonly known as 982-992 Hill Avenue (proposed addresses 982-994 Hill Avenue); and

Whereas, Patrick J. Murphy has petitioned the President and Board of Trustees of the Village of Glen Ellyn for approval of the following:

1. Approval of a Preliminary Plat of Subdivision in accordance with Section 11-3-4 of the Subdivision Regulations Code.
2. Approval of a Final Plat of Subdivision in accordance with Section 11-3-5 of the Subdivision Regulations Code.
3. Approval of the following Variations from the Glen Ellyn Subdivision Regulations Code.
 - a. Section 11-4-2(A) to allow lots within the subdivision to not meet the minimum design standards for the R2 Residential Zoning District in which they are located.
 - b. Section 11-4-2(D) to allow a corner lot to not meet the minimum corner lot width requirement of the zoning district in which it is located.
 - c. Section 11-4-7(A) to allow sidewalks to be installed along the north side of Hill Avenue only, as opposed to installation on the north and south sides of Hill Avenue.
4. Approval of the following Variations from the Glen Ellyn Zoning Code in accordance with Section 10-10-12:
 - a. Section 10-4-8(D)9 to allow Lot 1 to have a lot depth of 108.79 feet in lieu of the 110 feet required.
 - b. Section 10-4-8(D)2 to allow Lots 1-3 to have a rear yard setback of 30 feet in lieu of the 40 feet that is required.

- c. Section 10-4-8(D)2 to allow Lot 4 to have a rear yard setback of 35 feet in lieu of the 40 feet that is required.
- d. Section 10-4-8(D)4 to allow Lot 7 to have a corner side yard setback of 20 feet in lieu of the 30 feet that is required.
- e. Section 10-4-8(D)8(b) to allow Lot 7 to have a lot width of 72.3 feet in lieu of the 80 feet that is required.
- f. Section 10-4-8(E)1 to allow Lots 1-7 to have a maximum lot coverage ratio of 23% in lieu of the maximum 20% permitted.

all to allow the construction of a 7-lot single-family residential development on the property; and

Whereas, the subject properties are located on the north side of Hill Avenue between Cumnor Avenue and Golf Avenue, northwest of the Glen Oak Country Club in the R2 Residential District and are legally described as follows:

982-992 HILL AVENUE:

PARCEL 1: THAT PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 7.15 CHAINS NORTH OF THE QUARTER STAKE IN THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 89 3/4 DEGREES WEST 14.66 CHAINS TO A STAKE; THENCE NORTH 1/2 DEGREE EAST 5.32 CHAINS TO THE CENTER OF THE ROAD; THENCE NORTH 48 DEGREES EAST, ALONG CENTER OF ROAD, 8.01 CHAINS TO THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF EMERSON AVENUE, NOW KNOWN AS CUMNOR AVENUE, EXTENDED SOUTHEASTERLY WITH THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS HILL AVENUE FOR A PLACE OF BEGINNING; THENCE NORTH 35 DEGREES 26 MINUTES WEST ALONG SAID NORTHEASTERLY LINE OF EMERSON AVENUE, 137.28 FEET TO THE SOUTHERLY CORNER OF LOT 14 IN GLEN OAK SUBDIVISION; THENCE NORTH 43 DEGREES 55 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 14, 13, 12, 11, AND 10 IN GLEN OAK SUBDIVISION AND ALONG SOUTHEASTERLY END OF GOLF AVENUE, 656.0 FEET TO THE SOUTHERLY CORNER OF LOT 9 IN CLEN OAK SUBDIVISION; THENCE NORTH 44 DEGREES 03 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 9, 8, AND 7 IN SAID GLEN OAK SUBDIVISION, 353.2 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 7; THENCE SOUTH 52 DEGREES 19 MINUTES EAST ALONG THE SOUTHWESTERLY LINE OF ACORN AVENUE; 142.5 FEET TO THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS HILL AVENUE; THENCE SOUTHWESTERLY, ALONG THE CENTER LINE OF HILL AVENUE, TO THE PLACE OF BEGINNING, EXCEPT THAT PART LYING NORTHEASTERLY OF A LINE DRAWN FROM THE MOST NORTHEAST CORNER OF LOT 10, IN GLEN OAK SUBDIVISION TO A POINT ON THE CENTER LINE OF HILL AVENUE WHICH IS 20.0 FEET SOUTHWESTERLY, AS

MEASURED ALONG SAID CENTER LINE OF GOLF AVENUE AS EXTENDED, ALL IN DUPAGE COUNTY ILLINOIS.

P.I.N.: 05-12-315-008

Whereas, following due and proper publication of notice in The Daily Herald not less than fifteen (15) nor more than thirty (30) days prior thereto, and following written notice to all property owners within 250 feet, and following the placement of a placard on the subject property not less than fifteen (15) days prior thereto, the Plan Commission of the Village of Glen Ellyn conducted a public hearing on November 4, 2021 at which hearing the petitioner presented evidence and testimony in support of the requests, at which hearing one (1) person spoke against the development and raised concerns about the removal of trees from the site, and the encroachment of the development on the neighborhood; and at which hearing, two (2) people spoke in favor of the development citing a need for this type of development in the Village; and at which hearing, two (2) people spoke neither in favor or against the development, but had general questions; and

Whereas, after having considered the evidence presented, including the exhibits and materials submitted, the Plan Commission made its findings and recommendations and by a vote of five (5) “yes” and zero (0) “no”, the Plan Commission unanimously recommended approval of the requests with conditions as set forth in the November 4, 2021 minutes of the Plan Commission, a copy of which is attached hereto as Exhibit A; and

Whereas, the Village President and Board of Trustees have reviewed the evidence, exhibits, and materials presented at the public hearing of the Plan Commission and have considered the findings and recommendations of the Plan Commission and hereby make the following findings of fact in regard to the requests;

- A. In regard to the request for approval of the Preliminary and Final Plats of Subdivision to allow a 7-lot single-family home development on the subject property, in accordance with 11-3-10 of the Subdivision Regulations Code, the Village Board finds:

1. The proposed subdivision conforms with the provisions set forth in the Glen Ellyn Subdivision Regulations Code, Ordinance No. 5334, as amended, including the rules and regulations referenced in Section 11-4-1 excepting any requested variations.
 2. Definite provision has been made for a water supply system that is sufficient in terms of quantity, dependability, and quality to provide an appropriate supply of water for the type of subdivision proposed as the proposed subdivision will be served with public water through the Glen Ellyn water system available in the Hill Avenue right-of-way adjacent to the subject property.
 3. A public sewage system is proposed that will comply with federal, state, and local laws and regulations. The main will be extended from the intersection of Cumnor and Hill Avenue to the eastern limit of the subdivision, and will serve all lots within the subdivision.
 4. All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards or requiring special precaution have been identified by the Subdivider and the proposed uses of these areas are compatible with such conditions. No special management areas, soil or topographical conditions have been found or identified within the subject property which require special precautions be taken. In the event any such condition is subsequently identified, all necessary and appropriate precautions will be implemented by the applicant with respect thereto.
 5. The proposed subdivision will not be detrimental to the public health, safety and welfare as it is consistent with the existing zoning and surrounding uses. Current Code requirements of the Village pertaining to public utilities, infrastructure and buildings will be utilized to create a safe and attractive environment for single-family residential occupations. As a result, the proposed subdivision will enhance the neighborhood, provide additional tax revenues to the Village and will not be detrimental to the public health, safety and welfare.
 6. The proposed development at full occupancy will not result in or increase traffic on an arterial or collector street to such an extent that the street does not function at a level of service deemed acceptable to the Village. The seven single-family home lots contained in the proposed subdivision will generate minimal traffic at a volume which will have no negative impact upon the existing street system. The capacity of Hill Avenue is sufficient to accept the additional traffic generated by the proposed subdivision and the existing levels of service of said streets will not be negatively impacted.
- B. In regard to the request for approval of Subdivision Regulations Code Variations and in accordance with Section 11-3-11(C) of the Glen Ellyn Subdivision Regulations Code, the Village Board finds:

1. The granting of the variances will not be detrimental to the public safety, health, or welfare or injurious to other property or improvements. The requested variations will not diminish the functional objectives of the standards from which the variances are sought. The requested variations from the R2 District regulations are due to the unique trapezoidal shape that makes it difficult to meet the Code requirements and still provide a comfortable single-family home that does not decrease property values in comparison to the adjacent neighborhood. The variation to allow the sidewalk not to be installed along the south side of Hill Avenue is due to the significant earth excavation and work that would be required on the adjacent property, as well as that the resulting sidewalk would be one segment across the street from the subdivision that does not connect to any other sidewalks.
 2. The conditions upon which the requests are based are unique to the property for which the relief is sought, create substantial difficulty in developing the property and are not generally applicable to other property. The subject property presents an infill parcel with fixed dimensions and a trapezoidal shape, and a drop in slope across that lot which makes it difficult to adhere to the strict requirements of the Village's Codes and provide a comfortable home meeting today's market demands.
 3. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out. Since homes are only proposed on one side of the street with three roadways surrounding the site requiring improvements, a minimum of 7-Lots would be needed to bear the cost of the required public improvements. Due to the shape of the lot some of the minimum dimensions required cannot be met. Installation of sidewalk across the street from the subdivision on Hill Avenue would not create a public benefit.
- C. In regard to the **supplemental findings** for the Subdivision Variations and in accordance with Section 11-3-11(D) of the Subdivision Regulations Code:
1. The variations if granted will not alter the essential character of the locality but rather are intended to protect the essential character of the locality and to allow for the extension of public infrastructure in a safe and effective manner.
 2. The purpose of the variations is not based exclusively upon a desire to make more money out of the property. The requested variations are driven by the objective of meeting the demands of the physical limitations of the property.
 3. The requested variations will not diminish or impair property values within the neighborhood and will facilitate the development of the subject property in a manner consistent and compatible with the adjacent properties and the neighborhood.
 4. The requested variations will not unduly increase traffic congestion on the public streets as the proposed seven lots will generate minimal traffic and will not overload the existing capacity of local streets.

5. None of the requested subdivision variations should result in an increase in public expenditures beyond those normally associated with servicing residential dwellings.
- D. In regard to the request for approval of Zoning Variations and in accordance with Section 10-10-12(C) of the Zoning Code, the Village Board finds:
1. The requested variations will not alter the essential character of the locality because the single-family character of the area will be maintained. Each proposed lot will meet the minimum lot area required in the district. Minor variations are requested to accommodate the homes on a trapezoidal shaped property that tapers to the west.
 2. The petitioner has demonstrated a practical difficulty and particular hardship as a result of adhering to the strict letter of the regulations of the Zoning Code. Due to the odd and narrowing shape of the overall subdivision, this lot is unable to conform to the standard zoning code requirements.
 3. The plight of the owner is due to unique circumstances. The shape of the lot tapers to the west leaving less room to provide a functional home on the lot without the requested variations. Further, having homes on only one side of the street with three roadways around the subject property requiring improvement necessitates the number of homes required for a feasible development. These conditions are unique to the site.
 4. The property in question cannot yield a reasonable return if permitted to be used under the conditions allowed by the Zoning Code, without one or more of the variations. Due to the shape of the property which tapers toward the west, Lots 1-4 cannot meet the required rear yard setback requirements. All 7 lots are needed to make the development financially feasible with the public improvements that are required for the development.
 5. The granting of the variations will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located. The variations, if granted, will facilitate the development of the subject property increasing desirable real estate and bringing more revenue to the Village. It will further facilitate the extension of the public utilities and repair of public streets where such improvements will be beneficial for other property owners in the area. The expansion of up-to-date public utilities and streets serves to improve and promote the public welfare and enhance the value of other properties in the area.
 6. The requested variations will not impair an adequate supply of light and air to adjacent property as the subdivision plans include the removal of overgrown vegetation that will increase the light to the adjacent properties. The homes will not exceed the permitted height for the district.
 7. The requested variations will not diminish or impact property values within the neighborhood as the variations would allow for single-family homes of similar size and value to adjacent lots to be constructed on the site, adding value to the neighborhood.

8. The requested variations will not substantially increase the hazard from fire or other dangers to said property or adjacent property. All homes will be constructed in accordance with Village Building Code requirements.
9. The requested variations will not unduly increase traffic congestion on the public streets and highways as the traffic generated by the proposed seven lot subdivision would be minimal.
10. The requested variations will not create a nuisance as they will allow for the construction of single-family homes. The proposed use is consistent with other adjacent property uses and with the Village Comprehensive Plan for the area.
11. The requested variations will not result in an increase in public expenditures. The proposed subdivision will provide enhanced assessed valuation for the subject property and greater tax revenue for the Village.

Whereas, the President and Board of Trustees have determined that granting the requested Zoning Variations is consistent with the goals of the Glen Ellyn Zoning Code and that approving the Preliminary and Final Plats of Subdivision and Subdivision Variations is consistent with the goals of the Glen Ellyn Subdivision Regulations Code and in the best interests of the Village of Glen Ellyn.

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

Section One: The Plan Commission meeting minutes, dated November 4, 2021 Exhibit "A" attached hereto, and the findings and recommendations set forth therein and in the preambles above are hereby adopted as the findings of the Village President and Board of Trustees based upon their review of the evidence, exhibits, and materials presented at the public hearing of the Plan Commission.

Section Two: Based upon the findings and recommendations of the Plan Commission, as adopted herein, and the findings and conclusions set forth in the preambles above, the Village President and Board of Trustees hereby grant approval of the Preliminary and Final Plats of

Subdivision, Subdivision Variations and the Zoning Variations to allow the construction of a 7-lot single-family residential development to be called Glen Estates Subdivision.

Section Three: This grant of approval of the Preliminary and Final Plats of Subdivision, Subdivision Variations and the Zoning Variations is subject to the following conditions:

A. Construction of the subject development shall be in substantial conformance with the testimony presented at the November 4, 2021 public hearing before the Plan Commission, including the following plans and documents referenced below, all of which are incorporated into this Ordinance as though they were attached hereto:

1. Petitioner's Application Packet, including the following materials:
 - a. Narrative Statement/Cover Letter dated 04/23/2021
 - b. Preliminary Major Subdivision Application stamped received on 05/06/2021
 - c. Final Major Subdivision Application stamped received on 10/01/2020
 - d. Petition for Subdivision Variations stamped received on 01/06/2021
 - e. Application for Zoning Variations stamped received on 05/06/2021
 - f. Preliminary Plat of Subdivision prepared by Engineering Resource Associates, last revised 02/25/2021 – attached hereto as Exhibit “B”
 - g. Final Plat of Subdivision prepared by Engineering Resource Associates, last revised 02/23/2021 - attached hereto as Exhibit “C”
 - h. Final Engineering Plans, all prepared by Engineering Resource Associates, and last revised on 08/20/2021 – attached hereto as Group Exhibit “D” including:
 1. Cover, Sheet C-1.0
 2. General Notes, Sheet C-2.0
 3. Maintenance of Traffic Control, Sheet C-3.0
 4. Existing Conditions Plan, Sheet C-4.0
 5. Demolition Plan, Sheet C-5.0
 6. Geometry Plan, Sheets C-6.0 and C-6.1
 7. Grading Plan, Sheet C-7.0

8. Utility Plan and Sanitary Main Profile, Sheets C-8.0 and C-8.1
9. Typical Sections, Sheets C-9.0 and C-9.1
10. Roadway, Utility and Sidewalk Plan and Profiles, Sheets C-10.0 through C-10.3
11. Intersection details, Sheets C-11.0 and C-11.1
12. Erosion Control Plan, SWPPP & Details, Sheets C-12.0 through C-12.2
13. Construction Details, Sheets C-13.0 through C-13.2
14. Roadway Cross Sections, Sheets C-14.0 and C-14.1
- i. Stormwater Report, prepared by Engineering Resource Associates, last revised on 06/14/2021, attached hereto as Exhibit "G"
- j. Planting Maintenance and Monitoring Narrative, prepared by Engineering Resource Associates, last revised on 06/22/2021, attached hereto as Exhibit "H"
- k. Engineer's Opinion of Probable Cost for Public Improvements, prepared by Engineering Resource Associates, last revised on 04/26/2021
- l. Landscape Plan, prepared by Engineering Resource Associates, last revised on 06/14/2021, attached hereto as Exhibit "E"
- m. Sightline Exhibits, Sheets EX9 – EX22, prepared by Engineering Resource Associates, last revised on 02/26/2021
- n. The Declaration of Covenants and Restrictions for Glen Estates Subdivision, no date, attached hereto as Exhibit "F"

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

- B. Prior to issuance of a building permit for each home, the developer shall pay the Village Developer Donations, to be dispersed to Village taxing bodies.
- C. That the Final Plat of Subdivision be recorded prior to the issuance of a building permit.
- D. That the developer must post a letter of credit as performance security prior to the issuance of a building permit, as required by the Subdivision Regulations Code and the DuPage County stormwater ordinance for stormwater management elements and public improvements.
- E. That the petitioner prepare a construction management plan for review at a pre-construction meeting with the Police, Fire, Public Works, and Community Development Departments

and that said Village staff approve the construction management plan prior to the issuance of a building permit.

Section Four: The Building and Zoning Official is hereby authorized to issue all necessary building, and occupancy permits pursuant to the Preliminary and Final Plats of Subdivision, Subdivision Variations, and Zoning Variations granted herein provided that all the conditions set forth hereinabove have been met and that the applicant complies with all other applicable laws and ordinances of the Village of Glen Ellyn. This grant of approval shall expire and become null and void within 24 months of the date of this Ordinance unless building permits to begin construction in reliance on said approvals are applied for within said time period, provided, however, the Village Board by motion may extend the period during which permit application, construction and completion shall take place and may waive or modify any conditions set forth in this Ordinance without requiring that the matter return for a public hearing.

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

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

Section Seven: The Village Clerk is hereby authorized to record this Ordinance along with the Plats of Subdivision approved herein with the DuPage County Recorder.

Section Eight: The privileges, obligations, and provisions of each and every section of this Ordinance shall be binding on GE Hill Avenue Properties, LLC, on any and all of their successors and assigns, and on any and all of the respective successor legal or beneficial owners of all or any portion of the subject property.

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

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

	Ayes		Nays		Absent
Fasules					
Gould					
Thompson					
Kalinich					
Payne					
Christiansen					
Senak					

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

Village President

Attest:

Village Clerk

AFFIX VILLAGE SEAL

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

DRAFT MINUTES
REGULAR PLAN COMMISSION MEETING
November 4, 2021

Call to Order and Roll Call

After asking all meeting participants to wear masks in accordance with Covid-19 pandemic requirements, Chairperson Tim Loftus called the meeting to order at 7:03 p.m. Chairperson Loftus and Plan Commissioners, Lloyd Berry, Angela Fanella, Mohammed Saeed and Jamie Vondruska were present; and Commissioners Laura Brown, Matt Halkyard and Peter Cooper absent. Chairperson Loftus explained the Plan Commission's advisory role and function, and reviewed the public hearing procedures including public comment protocol, and said proceedings would be recorded. He introduced Village Board Trustee Liaison Steve Thompson, Planning Manager Kelly Purvis, Associate Planner Taylor Gendel, Senior Civil Engineer Amy McKenna and Recording Secretary Barb Dutton.

Public Comment Non-Agenda Items

There was no public comment pertaining to non-agenda items.

Approval of Plan Commission Meeting Minutes

Commissioner Fanella moved to approve the draft minutes of the October 7, 2021 Plan Commission meeting; seconded by Commissioner Berry, the motion passed by voice vote.

Commissioner Fanella moved to approve the draft minutes of the October 14, 2021 Plan Commission meeting; seconded by Commissioner Berry, the motion passed by voice vote.

Public Hearing – 982-992 Hill Avenue – Patrick J. Murphy Major Subdivision request

A motion by Commissioner Fanella and seconded by Commissioner Vondruska to open the Public Hearing passed by voice vote.

Staff Introduction

Sworn in, Planning Manager Kelly Purvis, 535 Duane St., Glen Ellyn, stated that the Petitioner, Patrick J. Murphy of GE Hill Avenue Properties LLC, is the owner of the subject property. Mr. Murphy had proposed to the Plan Commission an eight-lot subdivision in March 2020, she continued, but is now proposing a seven-lot subdivision, reducing by three the number of variations previously sought. The Commission, related Planning Manager Purvis, is to consider Preliminary and Final Plats of Subdivision, and to allow lots within the subdivision to not meet the requirements of the R2 Zoning District. The Petitioner, she said, is looking to have a corner lot to not meet the minimum corner lot width, and sidewalks to be installed along the north side of Hill Avenue only. Additionally, she summarized, the Petitioner is requesting six variations from the Zoning Code to allow Lots 1-4 to have rear yard setback variations; Lot 7 to have corner side yard setback and lot width variations. She said the Petitioner is a lot coverage ratio (LCR) of 23 percent for all the lots in lieu of the 20 percent permitted.

The subject property, stated Planning Manager Purvis, is located on the north side of Hill Avenue between Cumnor and Golf, just northwest of Glen Oak Country Club, and is surrounded by land zoned for single-family residential, conservation-parking, and conservation-recreation uses. The wooded site, which has a 23-ft. drop in grade, is currently vacant, she said. Because a peak in Hill Avenue makes for site-line issues, redevelopment calls for lowering the profile of the street, she explained, adding that a review of the site-line analysis submitted by the developer has indicated that the proposed plan would be acceptable. The proposed subdivision complies with minimum lot area requirements, she said, however the developer is seeking approval of variations to allow Lot 1 to have a lot depth of 108.79 feet in lieu of the 110 feet required; Lot 7 to have a lot width of 72.3 feet in lieu of the 80 feet that is required; Lots 1-3 to have a rear yard setback of 30 feet in lieu of the 40 feet that is required; Lot 4 to have a rear yard setback of 35 feet in lieu of the 40 feet that is required; Lot 7 to have a corner side yard setback of 20 feet in lieu of the 30 feet that is required; and Lots 1-7 to have a maximum lot coverage ratio (LCR) of 23 percent.

In reviewing public improvements, Planning Manager Purvis stated that sidewalks would be installed on the east side of Cumnor, the north side of Hill and on and the west side of Golf. A variation from Code is needed for to not install sidewalk on the south side of Hill, she continued, stating that Staff is in support of this. Parkway trees would be planted and street lights installed, she added. The Subdivision, stated Ms. Purvis, would be served by Village water and sanitary sewer (noting that the sewer main would need to be extended from Cumnor Avenue to Lot 7 to serve the development). A storm-water detention basin is proposed, she said, explaining that a homeowners association would be established to maintain it. Utility wires will be placed underground, and portions of Golf and Cumnor reconstructed with asphalt curb and gutter (Hill will have concrete curb and gutter) she said. The demolition plan submitted, she noted, specifies all trees on the site to be removed. Ms. Purvis concluded her presentation by saying that Staff recommends two conditions for approval.

Chairperson Loftus asked if the original, six-lot annexation agreement has to go before the Village Board approval to be modified for seven lots, to which Ms. Purvis replied affirmatively. The Chair then wondered whether, if the Board didn't approve this, the project would not go through if the Plan Commission approves the seven-lot plan. Ms. Purvis said this is correct. Chairperson Loftus asked if there are any storm water easements on individual lots. Sworn in, Amy McKenna, project manager, Hampton, Lenzini and Renwick, 380 Shepard Drive, Elgin, Ill., said that there are storm water easements along the lot that has the retention basin, and that swales run through the rear yards and side property lines. Chairperson Loftus asked if the plan would restrict homeowner improvement plans. Ms. McKenna said that construction is generally not allowed on a storm water easement, and that homeowners wouldn't be allowed to build on the back 15 feet of the property.

Commissioner Vondruska asked who is to pay for lowering the profile of Hill Avenue. Planning Manager Purvis stated that the cost would be shared between the Village and the developer, as outlined in the 2006 annexation agreement. Commissioner Vondruska asked how the change would affect Glen Oak Country Club, to which Ms. McKenna replied that the profile of the road will have a crown, and curb and cutter, with drainage intercepted by the curb and not flowing over.

Chairperson Loftus asked if there are any pictures of the homes proposed. Planning Manager Purvis said that while the homes are being called 1 ½ story, for Village purposes (i.e., LCR) they are considered two-story. The homes are to be custom-built, she indicated, so buyers will decide floor plans and style. Commissioner Fanella asked for confirmation that all lots comply with the minimum area required by Code, to which Planning Manager Purvis responded affirmatively.

Petitioner's Presentation

Representing the applicant, Jon Green, Engineering Resource Associates, 35701 West Avenue, Warrenville, Ill., was sworn in. Mr. Green, a civil engineer, stated that Petitioner Patrick J. Murphy has owned the subject property since approximately 2014, and at the time of the conceptual review hearing, had shared with neighbors the vision for the property. Mr. Green explained that, unlike the eight-lot concept earlier deliberated, the current, seven-lot plan presents an LCR of 23 percent with no deviations/variations on lot size. He identified road characteristics, topographic relief and lot geometry challenges. Because the site is only about 105 feet deep at its westerly side, he said, the lot areas have been "spread out" to make them comparable/compatible from a house size standpoint. He stated that a hardship is requested due to the property's "triple frontage" necessitating improvements not only to Hill Avenue, but to Golf and Cumnor.

Mr. Green stated that market research points to a demand for first-floor master bedrooms – a "luxury," he contended, not afforded by a traditional "in-town" lot. He said the proposed project "kind of completes this stretch of Hill Avenue," and stated that it would provide full, safe access for pedestrians, and bring all of the perimeter streets to the current Village standards. He added that the landscaped detention pond would provide a natural cleansing system and that its associated open space would be an amenity. Mr. Green asserted that the project would offer tax benefits to the School and Park Districts and to the Village, appeal to "empty nesters" looking to downsize, and be "a top-notch product."

Commissioner Questions

Chairperson Loftus asked why, if the homes are to be custom built and design requirements aren't known in advance, the site needs to be clear cut. Mr. Green responded that (while sample footprints are outlined) the builder will have to over-dig to accommodate driveways and utilities and manipulate grades for safety/drainage. He offered the assurance that each house will have a "nice landscaping package" and street trees that meet arborist specs will be plant. Chairperson Loftus observed that, regardless, the plan represents a net loss of 109 trees, to which Mr. Green noted that the tree preservation ordinance doesn't penalize for reasonable development, and execution will fully comply with arborist requirements. Mr. Loftus suggested some creativity might be applied to save trees. Mr. Green contended that with the present density of the site trees compete for sunlight and oxygen.

Commissioner Saeed asked whether, with a 23-ft. drop in elevation, development would entail a cut-and-fill approach. Mr. Green explained that most driveways would be on the high side of lots and that dwellings could have lower window wells, and said that the slope is only happening within the side yards. He stated that each house will step down 2 or 3 feet, and that terrain will be flat between them for safe drainage. Commissioner Saeed asked if roof level would be down. Mr. Green stated that they would comply with the maximum permitted by Code. Commissioner Saeed asked if the retention pond

retain water all year round. Mr. Green replied that only 6 or 8 inches of water in the water would be in the basin all year, and will contain plants that promote drainage. During “flood stage,” he explained, the basin is expected to fill to the top for only one to three days until it drains naturally. Commissioner Saeed asked if a fence will be installed around the basin. Mr. Green said, no, because the plan meets county safety requirements, and suggested that the pond area would appear “park like” with a “gentle, rolling slope.” Commissioner Fanella asked why in 2020 the subdivision concept did not feature an out lot. Mr. Green stated that the vision planned to address development differently, and was to include individual, underground dry wells that would retain water on each lot. The Commissioner asked the reason for the change. Mr. Green said the altered design stemmed from working with the Village’s senior engineer, and the real estate allows this solution.

Observing that the builder’s website features homes that are larger in size, Commissioner Berry asked if the design features of the subject property would resemble these. Mr. Green responded that the larger homes are generally on 150-ft.-wide lots, so the dwellings for the proposed subdivision might reflect the French Provincial style, presenting a steeper roofline profile while conforming to the LCR restrictions.

Patrick J. Murphy, 1N712 Bob-O-Link Drive, Winfield, Ill., was sworn in. He stated that the proposed homes will be custom-built and that each lot will have an architect and the layout will not be “cookie cutter.” As to the out lot, he explained that subdivision configuration change came in at the “11th hour,” reducing the homes from eight to seven lots, so a detention pond was required. Accommodating this addition “squeezed” the lots down some, hence, the reason for the variation request. Chairperson Loftus asked if the unit at the Golf end would have a Golf or Hill address, to which Mr. Murphy responded that he expects that all the houses will have a Hill Avenue address.

Expressing that she was comfortable with the LCR, Commissioner Fanella asked if the Petitioner was comfortable foregoing front porches attached garages. Mr. Green stated that the flexibility of having open air porches would be an amenity for the streetscape. Mr. Murphy said he thinks detached garages “doesn’t work right” with the grade, and that “viewing the golf course is a must.” And, although he is unsure yet of homeowner preferences, he values the flexibility a porch option offers.

Chairperson Loftus asked why, when in March 2020 the Petitioner was going to come in with a six-lot subdivision, the concept was changed to eight, then seven. Mr. Green cited economics, giving as an example the need to reconstruct Hill Avenue, and saying that the costs of construction have changed. Mr. Murphy related that the Petitioner started with six, priced it out, wanted to go to eight, and then reduced to seven with the detention pond. He stated that the cost to develop six “just doesn’t work.”

According to Planning Manager Purvis, who listed bonuses outlined, the front porch bonus affords a 22 percent LCR and a garage bonus allows for an additional 2 percent, by right. Remarking that detached garages are infeasible for the configuration proposed, Commissioner Vondruska said he thinks that idea is “kind of off the table.” Mr. Green replied that the Petitioner would be shooting themselves in the foot by removing the porch bonus, saying that the site, with its proximity to the golf course, is “the right location to have porches.” Ms. Purvis clarified that the additional 2 percent of bonus brings the LCR total to 25 percent, and suggested that restricting the ability to build detached garages on the property could be a condition of approval.

Public Comment

Planning Manager Purvis read into the record the following:

Pete Ladesic, 615 Scott Ave., Glen Ellyn: *"Dear Plan Commission members. As a long time resident and property developer in the community I can say that we sorely need some developments like the one being proposed this evening. Over the years I have met many residents who would like to stay in Glen Ellyn and live in a smaller single family ranch style homes on more compact lots and this development would meet that need. Many of the variations requested would not be necessary if we had a separate zoning class for these more compact types of developments. Prior Village Boards had discussed such a need for these types of developments but for many reasons it was never executed. Thank you for taking a moment to read this and for your service to our village Sincerely, Pete Ladesic."*

Sworn in, Terry Lind, 21W451 Fairway, asked if the Petitioner intends to install a fence. After Petitioner Murphy replied, "No," she asked who she needs to talk to about getting Golf Avenue redone. Planning Manager Purvis explained the piece of roadway of concern is unincorporated, so not under Village jurisdiction (but rather County or Township). Chairperson Loftus wondered what interaction between would be required for inter-jurisdiction action. Ms. Purvis was unsure. Ms. Lind recalls an intergovernmental agreement being put in place. Community Development Director Staci Springer, 535 Duane, was sworn in. She explained that when a portion of the Country Club was annexed, the Village took in an adjacent right of way: the east side of Golf Avenue, and that such a segment is not probably not programmed into the Village's Capital Improvement Plan (CIP), so encouraged the commenter to reach out to the Village Engineer to see about getting into a future CIP. Ms. Springer said the Village assesses usage in determining priorities.

Sworn in, Mark Susmark, 21W478 Fairway, stated that he has lived in the neighborhood for 41 years, and during that time has been encroached on. He described the wooded neighborhood was a "quiet conservation area," and expressing concern for wild life in the area, said he doesn't want to see "critters chased out." He added that he can't see the benefit to the Village of taking a small piece of property, fearing the hamlet is being turned into "just another subdivision with crammed-in homes." He stated that the Country Club serves as a needed flood plan. He wondered if for seven homes the community is giving up green space and privacy. "What's the benefit?" he asked.

Sworn in, Terran Salbego, 21W471 Fairway Ave., expressed concern about clear cutting the subject site without homes ready for purchase, and inquired about the schedule for these activities. He also wondered if adjustments would need to be made to his property, on which a shed had been built, to accommodate drainage.

Sworn in, Dennis Hogan, 459 Longfellow Ave., Glen Ellyn, said he is looking forward to the proposed development, calling it a "great concept." Saying that the property could have become a parking lot or a development of tract homes, he pronounced the vision presented as "good for Glen Ellyn." He stated that he is a member of Glen Oak Country Club, and that the members love the idea presented.

In response to Chairperson Loftus asking about any impact on the aforementioned shed (on unincorporated property), Planning Manager Purvis stated that relative to this project, the Village

wouldn't require any improvements on anyone else's property. With regard to the drainage pattern, Amy McKenna stated there would be no intention to impact that shed.

Concerning the timing of development activities, Mr. Murphy said he would have loved to have started the project about a year ago. He stated that upon approval, the Petitioner is "ready to roll," and that he hopes to have the project done in two years. He indicated that the market is hot and reported having buyers.

Mr. Green described a phasing approach for earthwork, which he said is constrained by topography, prompting road work at the outset. Phase I, he said, would be clearing trees in the front half of the lots, prior to the utilities and pond being installed. He expects trees would be left in the backyards since individual home designs will determine landscape plan. Commissioner Fanella pointed out that a developer can't clear cut until a subdivision plan is approved.

Motion to Close the Public Hearing

Commissioner Berry, seconded by Commissioner Saeed, moved to close the Public Hearing. The motion passed by voice vote.

Commissioner Discussion

Commissioner Fanella said she appreciates the reduced-lot plan and the improved LCR, and believes the development will be an improvement to the neighborhood, despite the potential regrettable loss of trees. She acknowledged the hardship associated with the parcel, as well as voiced a desire to prohibit detached garages. Expressing agreement, Commissioner Vondruska said "these types of homes are something people are asking for." He said he is "overall supportive," but would like to see as many trees saved as possible. Recognizing a need for housing, Commissioner Saeed he is in support of the project in spite of the variances requested. Commissioner Berry said that he is "definitely in support" of the project, calling it "a nice opportunity to create new product in the market and finish out that strip." He added that despite the tight lots, he doesn't feel the Commission is making a big exception here, and called the quality of workmanship demonstrated by the developer "outstanding."

Expressing that he is "on the fence" about the proposed project, Chairperson Loftus pointed to the difference in density from that of adjoining neighbors. He said while the proposed is compatible with development on Country Club Lane, it is incompatible with the unincorporated residences in terms of lot size and open space. Though he expressed concern about tree loss, he said he didn't see a lot of other options for developing the subject property. He said he could support the project with reservations, and with the caveat that all building be confined to the LCR as defined without detached garages.

Commissioner Fanella said she didn't even know if detached garages are doable. Ms. McKenna explained that the equation assigning impervious surface renders detached garages infeasible. Commissioner Vondruska expressed admiration for the porch aesthetic.

Commissioner Fanella moved for the following:

After conducting a public hearing and deliberating on the requests of the petitioner, Patrick J. Murphy, for approval of Preliminary and Final Plats of Subdivision, Subdivision Regulations Code Variations and Zoning Code Variations all to allow the development of a 7-lot single-family subdivision known as Glen

Estates Subdivision to be located at 982-992 Hill Avenue in the R-2 Single Family Residential Zoning District, the Plan Commission hereby recommends approval based on the findings of fact in the petitioner's application packet, as discussed or amended at the Plan Commission public hearing on November 4, 2021, which are hereby incorporated into the Motion by reference as though fully set forth herein; a copy of which will be attached to the minutes of this meeting and kept on file as part of the permanent records of the Village. The Plan Commission makes this recommendation of approval with the following conditions:

1. That the project be constructed in substantial conformance with the plans and testimony presented at the Plan Commission public hearing and before the Village Board of Trustees; and
2. That the required impact fees for each home be paid prior to the issuance of a building permit for each home.

Seconded by Commissioner Berry, the motion carried 5-0 by roll call vote: Commissioners Fanella, Berry, Saeed and Vondruska and Chairperson Loftus all voted "yes."

Trustee's Report

Trustee Thompson reported that the Board was in the midst of reviewing budget items, and that he expects the Apex 400 variance to be on Monday night's meeting agenda. The Comprehensive Plan is being reviewed and debated, he continued, and related that the McKee House agreement passed. Outside street dining concluded November 1st, he said, but noted that sidewalk dining is still an option as conditions allow. Mr. Thompson reported that the Halloween parade was held, and that a Veteran's Day remembrance event is to be held at Lake Ellyn.

Chairman's Report

Chairperson Loftus reported that attempts are being made to schedule interviews for an additional Commission member.

Staff Report

Planning Manager Purvis introduced new Associate Planner Taylor Gandel. Ms. Purvis announced that Plan Commissioner training is being offered. She said there would be no additional meetings in November, but that one is scheduled for December to consider a 23-townhome subdivision.

Other Business

None.

Adjournment

Chairperson Loftus adjourned the meeting at 8:48 p.m. following a voice vote on a motion to adjourn by Commissioner Berry, seconded by Commissioner Fanella.

Respectfully submitted,

Barbara Dutton-Thomas
Recording Secretary



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

Meeting 9/26/2022 6:00 PM
Department: Administration
Department Head: Mark Franz
Category: Ordinance
Prepared By: Greg Mathews

AGENDA ITEM (ID
2022-2658)

DOC ID: 2022-2658

Ordinance No. 6982, An Ordinance Approving a First Amendment to the Annexation and Development Agreement for Glen Estates Subdivision at 982-992 Hill Avenue (Proposed Address 982-994 Hill Avenue)

Statement of the Issue:

G.E. Hill Ave. Properties, LLC., owner of property commonly known as 982-992 Hill Avenue (proposed address 982-994 Hill Avenue) is proposing a 7-lot single family home subdivision on the site. The subject property is located on the north side of Hill Avenue between Cumnor Avenue and Golf Avenue lying within the Village of Glen Ellyn corporate limits and comprised of 1.73 acres. The owner is requesting an amendment to the previously approved Annexation and Redevelopment Agreement for the property. In addition, the proposed subdivision will need to receive both preliminary and final plat approval from the Village. The preliminary and final plats are ready for Village Board consideration and a separate memorandum regarding the proposed subdivision is included in the Board's agenda packet.

Analysis:

Background

The previous owner of the Property, Hill Street Properties, L.L.C., petitioned the Village for approval a Major Subdivision, and Annexation to the Village in 2005. On November 14, 2005 by adoption of Ordinance No. 5409, the Village approved a Preliminary Plat of Subdivision and a Subdivision Variation for a 6-lot single-family home subdivision to be located on the subject property, which was to be known as the Hill Avenue Subdivision. On December 18, 2006 by adoption of Ordinance No. 5539, the Village approved the Final Plat of Subdivision finding that the Plat was substantially consistent with the Preliminary Plat and the conditions set forth in Ordinance No. 5409. On December 18, 2006 by adoption of Ordinance No. 5537, the Village approved an Annexation Agreement and Recapture Agreement for the subject property and at the same meeting, by the adoption of Ordinance No. 5538, the property was annexed into the Village of Glen Ellyn and zoned R2 Residential District.

The current owner purchased the property from Hill Street Properties, L.L.C., in May of 2014. Over the years, Village staff have met with the owner/developer many times to discuss revisions to the 2006 Annexation Agreement with the intention to make it more feasible to develop the site. The developer has since revised the proposed subdivision plans and has submitted new petitions to the Village for approval of a revised 7-lot single-family home subdivision on the property (to be known

as Glen Estates Subdivision) Zoning Variations, Subdivision Variations, and to amend the 2006 Annexation Agreement and the Village's commitment towards certain public improvements which would be constructed as part of the new subdivision.

The 2006 Annexation Agreement for the development of the site specifies that the developer shall, at his sole cost and expense, construct and install street lighting, public sidewalk in all rights-of-way adjacent to the property, and reconstruct that portion of Golf Avenue adjacent to the property with an asphalt street. The agreement also states that the developer shall at his initial sole cost and expense reconstruct Hill Avenue adjacent to the property with a concrete street. The Village agreed to reimburse the developer for 50% of the costs to reconstruct Hill Avenue in a not-to exceed amount of \$90,000 upon completion and acceptance of the public improvements. The Agreement also included a recapture agreement for the utility extensions, but in the intervening 17 years, Glen Oak Country Club constructed the water main under its own Annexation Agreement with the Village.

The developer has indicated that with the Annexation and Development Agreement dated to December of 2006, construction and engineering costs have increased and the Village's \$90,000 contribution is no longer 50% of the cost of reconstructing Hill Avenue. In addition, the developer has attempted to maximize return on the project by increasing the number of single family lots from the originally contemplated 6-lot subdivision to a 7-lot subdivision.

Developer Request

In accordance with Village standards, Hill Avenue is to be reconstructed to a width of 25 feet (versus 21 feet). The developer's current proposition would require that the Village cover the full incremental cost for an additional three feet of concrete roadway pavement and curb which has 6-inch wider gutters on each side of the street. The developer also proposes that the Village cover the incremental cost of concrete pavement in lieu of asphalt pavement for the remainder of the roadway area. The developer further requests that the Village and developer share in the costs for street lighting, sidewalk, and the Cumnor Avenue and Golf Avenue roadway and sidewalk improvements.

In summary, the developer is requesting that the Village amend its financial contribution towards the subdivision's public improvements from \$90,000 to \$550,000. While the increase appears substantial, the developer asserts that he is simply requesting an increase in the Village's contribution from 50% to 70% of the cost of the related public improvements. At this time, the estimated total reimbursable costs of roadway and sidewalk improvements total \$810,807. This estimate has been reviewed by Professional Engineer Daubert. If the Village were to contribute 50% of the costs, that amount would total \$405,404, which is below the total amount requested by the developer of \$550,000. If the Village were to contribute 70% of the costs, that amount would total \$567,565, which would exceed the total amount requested by the developer by \$17,565. If the Village were to contribute the proposed maximum amount of \$550,000, based on the current estimate, that would amount to 67.8% of the public improvement costs. The total costs are estimated in Exhibit H attached to the proposed Amended Annexation Agreement.

Budget Impact:

The maximum cost to the Village as proposed in the Amended Annexation and Development Agreement is \$550,000.

Action Requested:

Approval of the proposed Ordinance Approving a First Amendment to the Annexation and Development Agreement for Glen Estates Subdivision at 982-992 Hill Avenue (Proposed Address 982-994 Hill Avenue) with a Village contribution to the associated subdivision public improvement costs not-to-exceed 70% of the total actual improvement costs or \$550,000, whichever is lower.

Attachments:

1. Ordinance Amending AA_Hill Avenue
2. Exhibit A - Ordinance 5409
3. Exhibit B - Ordinance 5539
4. Exhibit C - First Amendment to AA_982-992 Hill Avenue
5. First Amend to AA_Exhibit B - Preliminary Plat of Subdivision
6. First Amend to AA_Exhibit C - Final Plat of Subdivision
7. First Amend to AA_Exhibit D - Civil Engineering Plans
8. First Amend to AA_Exhibit E - Declaration of Covenants Glen Estates - Final
9. First Amend to AA_Exhibit H - Itemized Schedule of Improvements Eligible for Reimbursement



Village of Glen Ellyn

Ordinance No. _____

**An Ordinance Approving a First Amendment to the Annexation and Development
Agreement of Glen Estates Subdivision at 982-992 Hill Avenue
(Proposed Address 982-994 Hill Avenue)
Glen Ellyn, IL 60137**

**Adopted by the
President and the Board of Trustees
Of the Village of Glen Ellyn
DuPage County, Illinois
This _____ Day of _____, 2022.**

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

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

Ordinance No. _____

**An Ordinance Approving a First Amendment to the Annexation and Development Agreement or Glen Estates Subdivision at 982-992 Hill Avenue
(Proposed Address 982-994 Hill Avenue)
Glen Ellyn, IL 60137**

WHEREAS, on November 14, 2005, the Village Board passed Ordinance Number 5409 (Attached as Exhibit A) approving a Preliminary Plat of Subdivision and a Subdivision Variation for a six (6) lot single-family home subdivision to be located on the subject property, which was to be known as the Hill Avenue Subdivision., and on December 18, 2006, passed Ordinance No. 5539 (Attached as Exhibit B) **approving** a Final Plat of Subdivision finding that the Plat was substantially consistent with the Preliminary Plat and the conditions set forth in Ordinance No. 5409; and

WHEREAS, on December 18, 2006, by adoption of Ordinance No. 5537, the Village approved an Annexation Agreement and Recapture Agreement for the subject property and at the same meeting, by the adoption of Ordinance No. 5538, the Property was annexed into the Village of Glen Ellyn and zoned R2 Residential District; and

WHEREAS, the Developer, G.E. Hill Ave. Properties, LLC, purchased the Property from Hill Street Properties, L.L.C., in May of 2014, and has since revised the proposed subdivision plans and has submitted new petitions to the Village for approval of a revised seven (7) lot single-family home subdivision on the Property to be known as Glen Estates Subdivision; and

WHEREAS, a public hearing on a Preliminary and Final Plat of Subdivision was advertised in the Daily Herald on October 20, 2021 and was held by the Glen Ellyn Plan Commission (***“Plan Commission”***) on November 4, 2021, on which date the Plan Commission recommended approval of the Preliminary and Final Plats to the Board of Trustees.

WHEREAS, since 2006, significant new development has taken place in the vicinity and costs of construction have changed, impacting the viability of the development; and

WHEREAS, a public hearing to consider this Amendment to the Annexation Agreement

was noticed in *The Daily Herald* on September 9, 2022 and was held by the President and Board of Trustees on September 26, 2022; and

WHEREAS, due to the foregoing, the Board of Trustees of the Village of Glen Ellyn find it beneficial, necessary, and convenient for the Village to enter into a First Amendment to the Annexation and Development Agreement, a copy of which is attached hereto as Exhibit C.

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 authority, as follows:

Section 1: The findings of fact and conclusions set forth hereinabove are hereby adopted as the findings of fact and conclusions of the corporate authorities of the Village of Glen Ellyn.

Section 2: Ordinance 5537 is amended and the First Amendment to the Annexation and Development Agreement, a copy of which is attached hereto as Exhibit C, is hereby approved.

Section 3: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this _____ day of _____, 2022.

Ayes		President Mark Senak		Steve Thompson		Kelli Christiansen
		Bill Payne		Kelley Kalinich		Gary Fasules
		Anne Gould				
Nays		President Mark Senak		Steve Thompson		Kelli Christiansen
		Bill Payne		Kelley Kalinich		Gary Fasules
		Anne Gould				
Absent		President Mark Senak		Steve Thompson		Kelli Christiansen
		Bill Payne		Kelley Kalinich		Gary Fasules

	Anne Gould				
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APPROVED this ____ day of _____, 2022.

VILLAGE OF GLEN ELLYN

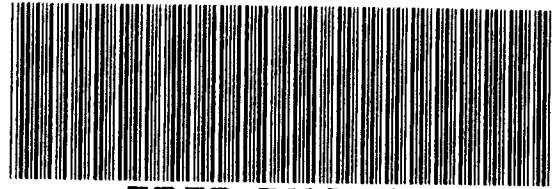
President

Attest:

Clerk

AFFIX VILLAGE SEAL

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



FRED BUCHOLZ

DUPAGE COUNTY RECORDER

DEC.01,2005

11:42 AM

OTHER

05-12-315-008

013 PAGES

R2005-266353

Village of Glen Ellyn

Ordinance No. 5409

**An Ordinance Approving
a Preliminary Plat of Subdivision and
a Subdivision Variation for Property
Commonly Known as 21W451 Hill Avenue and
Located on the North Side of Hill Avenue
between Cumnor Avenue and Golf Avenue
to be Known as the Hill Avenue Subdivision**

Variant

**Adopted by the
President and the Board Of Trustees
of the Village Of Glen Ellyn
DuPage County, Illinois
this 14 day of November, 2005.**

Published in pamphlet form by the authority of the
President and Board of Trustees of the Village of
Glen Ellyn, DuPage County, Illinois, this 16
day of November, 2005.

**PREPARED BY AND MAIL TO:
VILLAGE OF GLEN ELLYN
ATTN: VILLAGE CLERK
535 Duane Street
Glen Ellyn, IL 60137**

Ordinance No. 5409

**An Ordinance Approving
a Preliminary Plat of Subdivision and
a Subdivision Variation for Property
Commonly Known as 21W451 Hill Avenue and
Located on the North Side of Hill Avenue
between Cumnor Avenue and Golf Avenue
to be Known as the Hill Avenue Subdivision**

Whereas, Hill Street Properties, L.L.C., owner of property commonly known as 21W451 Hill Avenue, has petitioned the Village President and Board of Trustees for approval of the following:

- A. A Preliminary Plat of Subdivision in accordance with Section 303 of the Subdivision Regulations Code Ordinance 5334; and
- B. A variation from Section 403(5) of the Subdivision Regulations Code Ordinance 5334 to allow a right-of-way width along the adjacent portion of Golf Avenue of 55 feet in lieu of the minimum right-of-way width of 60 feet required.

all to allow the subdivision of the subject property into six (6) single-family home lots; and

Whereas, the subject property is comprised of 1.73-acres and is located on the north side of Hill Avenue between Cumnor Avenue and Golf Avenue in unincorporated DuPage County; and

Whereas, the subject property is located immediately east of and continuous to the Village limits and the petitioner plans to annex the property to Glen Ellyn and has requested R2 Residential District zoning in accordance with Section 10-3-3 of the Glen Ellyn Zoning Code; and

Whereas, the subject property is legally described as follows:

THAT PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 7.15 CHAINS NORTH OF THE QUARTER STAKE IN THE SOUTH LINE OF SAID SECTION; THENCE SOUTH $89\frac{3}{4}$ DEGREES WEST 14.66 CHAINS TO A STAKE; THENCE NORTH $\frac{1}{2}$ DEGREE EAST 5.32 CHAINS TO THE CENTER OF ROAD; THENCE NORTH 48 DEGREES EAST ALONG CENTER OF ROAD 8.01 CHAINS TO THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF EMERSON AVENUE, NOW KNOWN AS CUMNOR AVENUE, EXTENDED

SOUTHEASTERLY WITH THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS HILL AVENUE FOR A PLACE OF BEGINNING; THENCE NORTH 35 DEGREES 26 MINUTES WEST ALONG SAID NORTHEASTERLY LINE OF EMERSON AVENUE, 137.28 FEET TO THE SOUTHERLY CORNER OF LOT 14 IN GLEN OAK SUBDIVISION; THENCE NORTH 43 DEGREES 55 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 14, 13, 12, 11 AND 10 IN GLEN OAK SUBDIVISION AND ALONG SOUTHEASTERLY END OF GOLF AVENUE, 656.0 FEET TO THE SOUTHERLY CORNER OF LOT 9 IN SAID SUBDIVISION; THENCE NORTH 44 DEGREES 03 MINUTES EAST ALONG THE SOUTHESTERLY LINES OF LOTS 9, 8, AND 7 IN SAID SUBDIVISION, 353.2 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 7; THENCE SOUTH 52 DEGREES 19 MINUTES EAST ALONG THE SOUTHWESTERLY LINE OF ACORN AVENUE; 142.5 FEET TO THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS HILL AVENUE; THENCE SOUTHWESTERLY, ALONG THE CENTER LINE OF HILL AVENUE, TO THE PLACE OF BEGINNING, EXCEPT THAT PART LYING NORTHEASTERLY OF A LINE DRAWN FROM THE MOST NORTHEAST CORNER OF LOT 10, IN GLEN OAK SUBDIVISION, TO A POINT ON THE CENTER LINE OF HILL AVENUE WHICH IS 20.0 FEET SOUTHWESTERLY, AS MEASURED ALONG SAID CENTER LINE OF GOLF AVENUE AS EXTENDED, ALL IN DUPAGE COUNTY ILLINOIS.

P.I.N. 05-12-315-008; and

Whereas, following due and proper publication of notice in The Glen Ellyn News not less than fifteen (15) nor more than thirty (30) days prior thereto, the Plan Commission of the Village of Glen Ellyn conducted a public hearing on October 13, 2005 to consider the requests for approval of a Preliminary Plat of Subdivision and Subdivision Variation, at which hearing the petitioner presented evidence and testimony in support of the requests and one person spoke and asked for general clarification about the requests; and

Whereas, based upon the evidence, testimony, and exhibits presented at the October 13, 2005 Plan Commission public hearing, by a vote of ten (10) "yes" and zero (0) "no", the Glen Ellyn Plan Commission recommended that the requested Preliminary Plat of Subdivision and Subdivision Variation for the Hill Avenue Subdivision be approved as set forth in the Report and Recommendation of the Glen Ellyn Plan Commission dated October 13, 2005, which is appended hereto as Exhibit "A"; and

Whereas, the President and Board of Trustees of the Village of Glen Ellyn have reviewed the evidence and exhibits presented at the aforementioned public hearing and have considered the findings and fact and recommendations of the Plan Commission.

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

Section One: The Report and Recommendation of the Glen Ellyn Plan Commission dated October 13, 2005, attached hereto as Exhibit "A," and the findings of fact set forth therein are hereby adopted as the findings of fact and conclusions of the President and Board of Trustees of the Village of Glen Ellyn based upon their review of the evidence, exhibits, and materials presented at the October 13, 2005 Plan Commission public hearing.

Section Two: Based upon the findings of fact and recommendations of the Plan Commission as adopted herein, the President and Board of Trustees hereby grant approval of a Preliminary Plat of Subdivision and Subdivision Variation for the property legally described herein above.

Section Three: This grant of approval of a Preliminary Plat of Subdivision and Subdivision Variation shall be subject to the following conditions:

- A. The subdivision shall be constructed and platted in substantial conformance with the plans and testimony presented at the October 13, 2005 Plan Commission public hearing and with the petitioner's application packet stamped received October 6, 2005, including the following plans and documents referenced below, as though they were attached hereto:
1. Submittals cover letter dated June 29, 2005
 2. Annexation Application filed July 1, 2005
 3. Petition for Annexation dated May 2, 2005 and filed July 1, 2005
 4. Narrative Regarding Dwyer's Hill Avenue Subdivision
 5. Survey dated December 11, 2003
 6. Application for Permission to Subdivide dated June 1, 2005 and filed July 1, 2005
 7. Quantitative Summary
 8. Correspondence dated May 24, 2005 from Seton Engineering
 9. Preliminary Plat of Subdivision dated August 15, 2005
 10. Sanitary Sewer Profile dated August 15, 2005

11. Tree Preservation Plan dated August 15, 2005
12. Tree Inventory dated August 15, 2005
13. Variation Criteria
14. Stormwater Submittal Packet dated March 10, 2005

and said documents shall be filed with and made a permanent part of the records of the Glen Ellyn Planning and Development Department.

- B. Prior to returning for final review, the petitioner shall work with the Village Forestry Consultant to determine which of the existing trees in the adjacent rights-of-way will be preserved as part of the project.
- C. The petitioner shall pay \$437.50 for any new parkway trees that may be required to bring the number of parkway trees into conformance with the subdivision code. The Village Forester will then select and install any new parkway trees.
- D. Prior to returning for final review, the petitioner shall work with the Village Forestry Consultant regarding the tree preservation issues in his September 23, 2005 memorandum related to those trees on the petitioner's property.
- E. The petitioner shall pay the applicable developer's donations to School District 41, School District 87, the Volunteer Fire Company, the Glen Ellyn Public Library and the Glen Ellyn Park District. The exact amount of these donations will be determined at the time of final review.
- F. Prior to returning for final review, the separation between the water main and storm sewer shall be brought into conformance with IEPA requirements.
- G. The driveways on corner lots 1 and 6 shall not be located Hill Avenue.

Section Four: The petitioner shall file an application for approval of a Final Plat of Subdivision with the Director of the Department of Planning and Development within twelve (12) months after the passage and approval of this Ordinance, or this Ordinance shall become null and void provided, however, that the Village Board may, by motion, grant an extension of this provision.

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

Section Six: Failure of the owners or other party in interest or a subsequent owner or other party in interest to comply with the terms of this Ordinance, after execution of such Ordinance, shall

subject the owners or party in interest to the penalties set forth in Section 10-10-18(A) and (B) of the Village of Glen Ellyn Zoning Code.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this 14 day of November, 20 05.

Ayes: Chapman, Armstrong, Hardner, Lee,
Norton, Pfefferman

Nays: - 0 -

Absent: - 0 -

Abstentions: - 0 -

Approved by the Village President of the Village of Glen Ellyn, Illinois, this 14 day of November, 20 05.

Wicky Hase
Village President of the
Village of Glen Ellyn, Illinois

ATTEST:

Andrea Kratas
Village Clerk of the
Village of Glen Ellyn, Illinois

(Published in pamphlet form and posted on the 14 day of November, 20 05.)

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**REPORT AND RECOMMENDATION
OF THE GLEN ELLYN PLAN COMMISSION
ON A REQUEST FOR APPROVAL OF A
PRELIMINARY PLAT OF SUBDIVISION
AND SUBDIVISION VARIATION FOR PROPERTY
LOCATED ON THE NORTH SIDE OF HILL AVENUE
BETWEEN CUMNOR AVENUE AND GOLF AVENUE
KNOWN AS THE HILL AVENUE SUBDIVISION**

TO: The President and Village Board of Trustees
Village of Glen Ellyn, Illinois

DATE: October 13, 2005

Hill Street Properties, L.L.C., owner of property commonly known as 21W451 Hill Avenue, is requesting approval of a Preliminary Plat of Subdivision and a Subdivision Variation to allow a 1.73-acre lot to be subdivided into 6 single-family home lots.

The subject site is located on the north side of Hill Avenue between Cumnor Avenue and Golf Avenue directly north of and across from the Glen Oak Country Club. The property is currently located in unincorporated DuPage County and is directly east of and adjacent to the Village limits. The petitioner plans to annex the property to the Village.

The Plan Commission considered the requests at a public hearing on October 13, 2005 and issued the following Report and Recommendation:

I. REPORT.

A. Requests. The petitioner is requesting approval of the following:

1. A Preliminary Plat of Subdivision in accordance with Section 303 of the Subdivision Regulations Code Ordinance 5334; and
2. A variation from Section 403(5) of the Subdivision Regulations Code Ordinance 5334 to allow a right-of-way width along Golf Avenue of 55 feet in lieu of the 60 feet required.

B. Exhibits. The following materials were distributed to the Plan Commission prior to the October 13, 2005 public hearing

1. Staff Report dated October 6, 2005
2. Location Map dated September 21, 2005
3. Public Hearing Notice
4. Mailing Labels for Public Hearing Notice
5. Letter from Bill McGurr dated September 27, 2005

6. Memorandum from Dave Coulter dated September 23, 2005
7. Pages 26 and 27 of the Comprehensive Plan
8. Pages 24-26 of the Subdivision Code
9. Petitioner's application packet stamped received October 6, 2005 and including the following materials:
 - Submittals cover letter dated June 29, 2005
 - Annexation Application filed July 1, 2005
 - Petition for Annexation dated May 2, 2005 and filed July 1, 2005
 - Narrative Regarding Dwyer's Hill Avenue Subdivision
 - Survey dated December 11, 2003
 - Proof of Ownership by Hill Street Properties, LLC (Quit Claim Deed dated (01/21/05))
 - Application for Permission to Subdivide dated June 1, 2005 and filed July 1, 2005
 - Legal Description
 - Disclosure of Ownership by a Limited Liability Company
 - Affidavit authorizing Phillip Luetkehans to act on behalf of Owner dated May 3, 2005
 - IDNR Endangered Species agency action report dated November 1, 2004
 - Quantitative Summary
 - Correspondence dated May 24, 2005 from Seton Engineering
 - Land Use Opinion dated November 27, 2004
 - Preliminary Plat of Subdivision dated August 15, 2005
 - Sanitary Sewer Profile dated August 15, 2005
 - Tree Preservation Plan dated August 15, 2005
 - Tree Inventory dated August 15, 2005
 - Variation Criteria
 - Stormwater Narrative

- C. Staff Presentation. Village Planner Michele Stegall stated that Phil Leutkehans is representing Hill Street Properties, L.L.C., to request approval of a Preliminary Plat of Subdivision and Subdivision Variation for an approximately 1.73-acre lot located on the north side of Hill Avenue between Cumnor Avenue and Golf Avenue directly across from the Glen Oak Country Club. The subject property is contiguous to the Village of Glen Ellyn. The petitioner plans to annex the property to the Village and is requesting R2 Residential District zoning upon annexation.

The petitioner plans to subdivide the subject property into 6 single-family home lots, all of which would meet the minimum lot area and lot width requirements of the R2 Residential District. The petitioner would extend water, storm sewer and sanitary sewer lines to serve the subject property.

The Subdivision Code requires a minimum right-of-way width along Golf Avenue of 60 feet. This right-of-way currently has a width of 50 feet. The petitioner intends to dedicate 5 feet of land along Golf Avenue to the Village to become part of this right-of-

way with the idea that the properties on the east side of the right-of-way could also potentially dedicate 5 feet in the future which would then create a conforming 60-foot right-of-way width. Therefore, a subdivision variation is being requested to allow the right-of-way width along Golf Avenue to be 55 feet in lieu of the required 60 feet.

Hill Avenue would be reconstructed with a concrete street and curb and gutter on both sides, and Golf Avenue would be reconstructed with curb and gutter and an asphalt road. Staff has had cost-sharing discussions with the petitioner regarding these improvements. Sidewalks will be installed in all adjacent rights-of-way.

Ms. Stegall responded to Commissioner Scanlan that a variation to allow the Cumnor Avenue right-of-way width to remain at 50 feet would also need to be advertised for and approved if Webb's Glen Oak Resubdivision is not approved before the petitioner's project is ready for final review. This variation request was submitted and considered by the Commission as part of Webb's Glen Oak Resubdivision.

- D. Petitioner's Presentation. Thomas McCabe, Professional Engineer with Seton Engineering, 19 S. Bothwell, Palatine, Illinois, and Phillip A. Luetkehans, Attorney with Schirott & Luetkehans, 105 E. Irving Park Road, Itasca, Illinois, were present to represent the petitioner. Mr. Luetkehans stated that the petitioner could have subdivided the property into 7 lots but decided to have larger lots with more upscale houses than a more dense subdivision would allow. He described the zoning and land uses in the surrounding area and stated that the subject neighborhood is currently in transition. The petitioner intends to bring water and sewer lines to Golf Avenue and will assist with the improvement of Hill Avenue.

Mr. Luetkehans responded to Commissioner Strayer that they have had conversations with the Village forestry expert and plan to save as many good quality trees as possible on the site. The petitioner has provided information regarding the condition of the trees to Village staff. Mr. McCabe responded to Commissioner Scanlan that the trees in the rear setback would remain as screening for the neighbors. In response to a question from Commissioner Buckton, Mr. McCabe indicated that the petitioner would prefer to install the water and sanitary services within a few feet of the driveways instead of under the driveways as suggested by the Village forestry consultant. This would allow the services to be repaired, when needed, without tearing up the driveways.

Chairman Mansfield stated that an engineering issue reported by the Village Engineer is that the separation of the water main and the storm sewer does not meet IEPA requirements, which means that the project cannot be approved until that issue is resolved. Mr. Luetkehans responded that the problem would be resolved by final review time. Mr. McGurr added that the issue was a final engineering issue and not a preliminary plat issue.

Mr. Luetkehans responded to Commissioner Strayer that the proposed subdivision will have custom homes in the \$1,000,000 to \$1,200,000 price range but did not know which builders would construct the homes.

Commissioner Kasserman questioned the petitioner about the safety of having new driveways off of Hill Avenue. Mr. McCabe responded that Golf Avenue is approximately 23 feet higher than Cumnor Avenue and, therefore, visibility is not a problem. The driveways of Lots 1 and 6 will not exit onto Hill Avenue.

- E. Public Hearing. One person from the public spoke in regard to the request.

Mark Rooney of 21W440 Fairway Avenue

Mr. Rooney asked for clarification of the petitioner's requests and Chairman Mansfield responded. Mr. McGurr verified for Mr. Rooney the location of the proposed sanitary sewer line.

- F. Plan Commission Deliberation. All Plan Commission members were in favor of the proposed project and were pleased that improvements will be made to the area. They also liked the idea of the property owner dedicating 5 feet of land to add to the right-of-way width along Golf Avenue. Concerns included safety regarding driveways fronting on Hill Avenue, adequate separation between the water main and storm sewer and saving as many trees as possible. The Commissioners agreed with staff's conditions as recommended in a staff report. The Commissioners also suggested that the driveways for Lots 1 and 6 not be allowed to exit onto Hill Avenue and that the separation between the water main and storm sewer be brought into conformance with IEPA standards prior to final review.

- G. Findings of Fact. The Plan Commission made the following findings of fact in regard to the requested subdivision variation:

1. Granting the variation will not be detrimental to the public safety, health or welfare or injurious to other property or improvements and will enhance public safety because the roadway will be centered in the future right-of-way.
2. The conditions upon which the request is based are unique to the property for which the relief is sought, would create substantial difficulty in developing the property and are not generally applicable to other property because there is currently a 50-foot right-of-way in this area.
3. Because of the particular surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations is carried out because the adjacent Golf Avenue has an existing nonconforming right-of-way width of 50 feet and a 5-foot wide strip of land will be dedicated to the Village which will increase the width of that portion of the Golf Avenue right-

of-way adjacent to the property to 55 feet and will be an improvement over the existing condition. If the property owner to the east also dedicates 5 feet in the future, the adjacent right-of-way would have a conforming width of 60 feet.

4. The variation will not alter the essential character of the location given the 50-foot right-of-way to the north and the anticipated dedication of 5 feet from the property to the east. The variation and future dedication of 5 feet from the property to the east will allow the improved Golf Avenue to be centered in a 60-foot right-of-way.
5. The variation requested is the minimum variation that will make reasonable use of the land.
6. The petitioner did not create the hardship from which relief is sought

II. RECOMMENDATION.

Commissioner Garwood moved, seconded by Commissioner Scanlan, to recommend approval of:

- A. A Preliminary Plat of Subdivision in accordance with Section 303 of the Subdivision Regulations Code Ordinance 5334; and
- B. A Variation from Section 403 of the Subdivision Regulations Code Ordinance 5334 to allow a right-of-way width along the adjacent Golf Avenue of 55 feet in lieu of the minimum right-of-way width of 60 feet required;

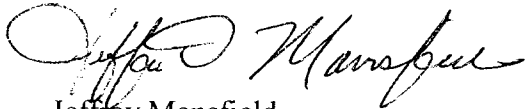
for the Hill Avenue Subdivision, subject to the following conditions:

- A. The property shall be platted and constructed in substantial conformance with the plans presented and the testimony given at the October 13, 2005 Plan Commission public hearing.
- B. Prior to returning for final review, the petitioner shall work with the Village Forestry Consultant to determine which of the existing trees in the adjacent rights-of-way will be preserved as part of the project.
- C. The petitioner shall pay \$437.50 for any new parkway trees that may be required to bring the number of parkway trees into conformance with the subdivision code. The Village Forester will then select and install any new parkway trees.
- D. Prior to returning for final review, the petitioner shall work with the Village Forestry Consultant regarding the tree preservation issues in his September 23, 2005 memorandum related to those trees on the petitioner's property.

- E. The petitioner shall pay the applicable developer's donations to School District 41, School District 87, the Volunteer Fire Company, the Glen Ellyn Public Library and the Glen Ellyn Park District. The exact amount of these donations will be determined at the time of final review.
- F. Prior to returning for final review, the separation between the water main and storm sewer shall be brought into conformance with IEPA requirements.
- G. The driveways on corner lots 1 and 6 shall not be located Hill Avenue.

Chairman Mansfield declared the motion carried with ten (10) "yes" and zero (0) "no" votes as follows: Commissioners Buckton, Dykstra, Fullerton, Garwood, Kasserman, Lemme, Scanlan, Strayer and Whalen and Chairman Mansfield "yes."

Respectfully submitted,



Jeffrey Mansfield
Glen Ellyn Plan Commission Chairman

Date of Meeting: October 13, 2005

Present: Commissioners Buckton, Dykstra, Fullerton, Garwood, Kasserman, Lemme, Scanlan, Strayer and Whalen and Chairman Mansfield

Absent: Commissioner Swanson

Also Present: Trustee Liaison Mary Jane Chapman, Village Engineer Bill McGurr, Village Planner Michele Stegall and Recording Secretary Barbara Utterback

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Village of Glen Ellyn

Ordinance No. 5539

**An Ordinance Approving
a Final Plat of Subdivision for Property
Commonly Known as 21W451 Hill Avenue and
Located on the North Side of Hill Avenue
between Cumnor Avenue and Golf Avenue
Which Subdivision is to be Known as the Hill Avenue Subdivision**

**Adopted by the
President and the Board Of Trustees
of the Village Of Glen Ellyn
DuPage County, Illinois
this 18 day of December, 20 06.**

Published in pamphlet form by the authority of the
President and Board of Trustees of the Village of
Glen Ellyn, DuPage County, Illinois, this 16
day of January, 20 07.

Ordinance No. 5539

**An Ordinance Approving
a Final Plat of Subdivision for Property
Commonly Known as 21W451 Hill Avenue and
Located on the North Side of Hill Avenue
between Cumnor Avenue and Golf Avenue
Which Subdivision is to be Known as the Hill Avenue Subdivision**

Whereas, Hill Street Properties, L.L.C., owner of property commonly known as 21W451 Hill Avenue, has petitioned the Village President and Board of Trustees for approval of a Final Plat of Subdivision in accordance with Section 304 of the Subdivision Regulations Code, Ordinance 5334, to allow this 1.73-acre property to be subdivided into six (6) single-family home lots, which subdivision is to be known as the Hill Avenue Subdivision; and

Whereas, the subject property is located on the north side of Hill Avenue between Cumnor Avenue and Golf Avenue and was annexed to the Village on December 18, 2006 by the adoption of Ordinance 5538 and zoned R2 Residential District; and

Whereas, the subject property is legally described as follows:

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

LOTS 9, 8, AND 7 IN SAID SUBDIVISION, 353.2 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 7; THENCE SOUTH 52 DEGREES 19 MINUTES EAST ALONG THE SOUTHWESTERLY LINE OF ACORN AVENUE; 142.5 FEET TO THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS HILL AVENUE; THENCE SOUTHWESTERLY, ALONG THE CENTER LINE OF HILL AVENUE, TO THE PLACE OF BEGINNING, EXCEPT THAT PART LYING NORTHEASTERLY OF A LINE DRAWN FROM THE MOST NORTHEAST CORNER OF LOT 10, IN GLEN OAK SUBDIVISION, TO A POINT ON THE CENTER LINE OF HILL AVENUE WHICH IS 20.0 FEET SOUTHWESTERLY, AS MEASURED ALONG SAID CENTER LINE OF GOLF AVENUE AS EXTENDED, ALL IN DUPAGE COUNTY ILLINOIS.

P.I.N. 05-12-315-008; and

Whereas, on November 14, 2005, the Village Board passed Ordinance No. 5409 which approved a Preliminary Plat of Subdivision for the project; and

Whereas, on December 18, 2006 by the adoption of Ordinance 5537, the Village approved an annexation agreement and a recapture agreement for the property; and

Whereas, on December 18, 2006 by the adoption of Ordinance 5538, the subject property was annexed to the Village of Glen Ellyn; and

Whereas, the Glen Ellyn Plan Commission held a public meeting on November 9, 2006, at which meeting the petitioner presented evidence and testimony in support of the request for approval of a Final Plat of Subdivision and no persons spoke either in favor of or in opposition to the request; and

Whereas, based upon the evidence, testimony, and exhibits presented at the November 9, 2006 Plan Commission public meeting, by a vote of eight (8) "yes" and zero (0) "no", the Glen Ellyn Plan Commission recommended approval of the Final Plat of Subdivision as set forth in the November 9, 2006 minutes of the Glen Ellyn Plan Commission which are appended hereto as Exhibit "A"; and

Whereas, the President and Board of Trustees of the Village of Glen Ellyn have reviewed the evidence and exhibits presented at the November 9, 2006 Plan Commission meeting and have considered the findings and fact and recommendations of the Plan Commission; and

Whereas, the President and Board of Trustees have determined that approving a Final Plat of Subdivision for the Hill Avenue Subdivision is consistent with Subdivision Regulations Code Ordinance No. 5334 and that the plans submitted are substantially consistent with the conditions incorporated into Ordinance No. 5409 which approved the Preliminary Plat of Subdivision;

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

Section One: The November 9, 2006 Plan Commission minutes attached hereto as Exhibit "A," and the findings of fact set forth therein are hereby adopted as the findings of fact and conclusions of the President and Board of Trustees of the Village of Glen Ellyn based upon their review of the evidence, exhibits, and materials presented at the November 9, 2006 Plan Commission public meeting.

Section Two: Based upon the findings of fact and recommendations of the Plan Commission as adopted herein, the President and Board of Trustees hereby grant approval of a Final Plat of Subdivision for the property legally described herein above.

Section Three: This grant of approval of a Final Plat of Subdivision shall be subject to the following conditions:

- A. The subdivision shall be constructed and platted in substantial conformance with the plans and testimony presented at the November 9, 2006 Plan Commission meeting and with the petitioner's application packet stamped received October 26, 2006, including the following plans and documents referenced below, as though they were attached hereto:

1. Amended Annexation Application
2. Amended Petition for Annexation signed October 26, 2006
3. Narrative Regarding Dwyer's Hill Avenue Subdivision
4. Alta/Acsm Land Title Survey revised December 11, 2003
5. Amended Application for Permission to Subdivide dated June 1, 2005
6. Quantitative Summary
7. Engineering Plans prepared by Seton Engineering Service Corporation, including the following:
 - a. Title Sheet revised October 23, 2006 (Sheet C1)
 - b. Existing Site Conditions (Sheet C2)
 - c. Site and Roadway Engineering Plan revised October 23, 2006 (Sheet C3)
 - d. Hill Avenue Details and Golf Avenue Plan, Profile and Details revised October 23, 2006 (Sheet C4)
 - e. Grading Plan revised October 23, 2006 (Sheet C5)
 - f. Soil Erosion Control Plan revised October 23, 2006 (Sheet C6)
 - g. Stopping Sight Distance Plan revised October 23, 2006 (Sheet C7)
 - h. Maintenance of Traffic and Construction Staging Plans revised October 23, 2006 (Sheet C8)
 - i. General Notes and Details revised October 23, 2006 (Sheets C9 – C12)
 - j. Lighting Details revised October 23, 2006 (Sheets C13 and C14)
 - k. Tree Preservation Plan revised October 23, 2006 (Sheets C15 and C16)
 - l. Tree Preservation Notes revised October 23, 2006
 - m. Cross Section From STA. 50+00 to STA 53 +00 (Sheet C18)
 - n. Cross Section From STA. 53+50 to STA. 56+50 (Sheet C19)
 - o. Swale Cross Sections revised October 23, 2006 (no sheet number)
8. Variation Criteria
9. Stormwater Submittal Packet dated October 24, 2006
10. Preliminary Plat of Subdivision dated August 15, 2005
11. Final Plat of Hill Avenue Subdivision revised October 23, 2006 a reduced copy of which is attached hereto as Exhibit "B"

and said documents shall be filed with and made a permanent part of the records of the Glen Ellyn Planning and Development Department.

- B. Prior to the issuance of any permits, the petitioner shall pay a parkway tree planting fee to the Village in the amount of \$5,950 to pay for the planting of 14 new parkway trees (\$425 per tree) in the adjacent right-of-ways.
- C. If it is determined that both tree numbers 549 and 550 as identified on the October 23, 2006 Tree Preservation Plan prepared by Seton Engineering need to be removed to accommodate

the project, an additional parkway tree planting fee in the amount of \$425 shall be paid to the Village to allow the Village to plant an additional parkway tree.

- D. Prior to the issuance of a building permit for the construction of each new single-family home on the property, the Developer shall pay the applicable cash contributions (developer's donations) to the Village of Glen Ellyn.

Glen Ellyn Library	per new single-family home	\$477.83
Glen Ellyn Park District	per new three-bedroom home	\$4,145.57
	per new four-bedroom home	\$5,382.52
	per new five-bedroom home	\$5,391.10
School District 41	per new three-bedroom home	\$3,010.00
	per new four-bedroom home	\$4,692.00
	per new five-bedroom home	\$3,456.00
School District 87	per new three-bedroom home	\$1,251.07
	per new four-bedroom home	\$2,440.78
	per new five-bedroom home	\$2,029.27
Glen Ellyn Fire Company	per new single-family home	\$1,500.00

- E. The driveways on corner lots 1 and 6 shall not be located on Hill Avenue.
- F. Prior to the issuance of any permits, the final engineering plans shall be reviewed and approved by the Public Works Department and consulting engineer Bill McGurr.

Section Four: The Village President and Village Clerk are hereby authorized to sign the Final Plat of Subdivision for the Hill Avenue Subdivision approved herein.

Section Five: The Village Clerk is hereby authorized to cause the Final Plat of Subdivision for the Hill Avenue Subdivision to be recorded with the Recorder of Deeds of DuPage County.

Section Six: The Building and Zoning Official is hereby authorized to issue all necessary building and occupancy permits, pursuant to the approvals granted herein, provided that all the conditions set forth hereinabove have been met and that the applicant complies with all other

applicable laws and ordinances of the Village of Glen Ellyn.

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

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

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

18 day of December, 2006.

Ayes: Hardner, Lee, Hase, Pfefferman, Nutton,
Armstrong, Chapman

Nays: -0-

Absent: -0-

Approved by the Village President of the Village of Glen Ellyn, Illinois, this 18 day
of December, 2006.

Wicki Hase
Village President of the
Village of Glen Ellyn, Illinois

ATTEST:

Andrea Alarino
Village Clerk of the
Village of Glen Ellyn, Illinois

(Published in pamphlet form and posted on the 16 day of January, 2007.)

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PLAN COMMISSION
MINUTES
NOVEMBER 9, 2006

The meeting was called to order by Vice Chairman Jay Strayer at 7:34 p.m. Commissioners Todd Buckton, Linda Dykstra, Julie Fullerton, Shawn Kasserman, Ronald Lemme, Phyllis Scanlan and Ray Whalen were present. Chairman Mansfield and Commissioners Garwood and Swanson were excused. Also present were Trustee Liaison Mary Jane Chapman, Village Planner Michele Stegall, Village Consulting Engineer Bill McGurr and Recording Secretary Barbara Utterback.

Vice Chairman Strayer announced that the single item on the agenda was for a subdivision at 21W451 Hill Avenue.

HILL AVENUE SUBDIVISION – FINAL PLAT

A REQUEST FOR APPROVAL OF A FINAL PLAT OF SUBDIVISION TO ALLOW A 1.73-ACRE LOT LOCATED AT 21W451 HILL AVENUE TO BE SUBDIVIDED INTO 6 SINGLE-FAMILY HOME LOTS. THE SUBJECT SITE IS LOCATED ON THE NORTH SIDE OF HILL AVENUE BETWEEN CUMNOR AVENUE AND GOLF AVENUE DIRECTLY ACROSS FROM THE GLEN OAK COUNTRY CLUB. THE PROPERTY WILL BE ANNEXED TO THE VILLAGE AND ZONED R2 RESIDENTIAL DISTRICT.

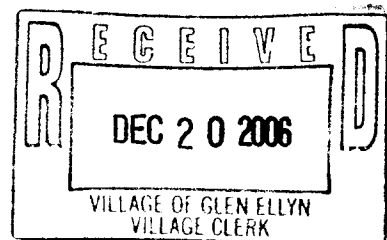
(Hill Street Properties, L.L.C., represented by Attorney Phillip Leutkehans)

Staff Introduction

Village Planner Michele Stegall stated that the petitioner is requesting a final subdivision review for the Hill Avenue subdivision currently located in unincorporated DuPage County. The subject property will be annexed into the Village of Glen Ellyn immediately following approval of the final plat by the Village Board. The petitioner received approval of a preliminary plat of subdivision in November, 2005.

Ms. Stegall described the location of the site. The subject property is currently vacant, and the petitioner intends to subdivide the site into six (6) single family lots zoned R2 Residential. All of the lots comply with the minimum lot area and width required by the R2 Residential District zoning classification.

As part of the subdivision, the petitioner will extend Village water and sanitary sewer to serve the six (6) lots. The petitioner will reconstruct Hill Avenue with a concrete street, curb and gutter and a portion of Golf Avenue adjacent to the subdivision with an asphalt street, curb and gutter.



Petitioner's Presentation

Attorney Philip Leutkehans stated that the only difference in the plans from the preliminary approval is minimal lot width changes due to engineering issues. He added that all conditions recommended by staff are acceptable to the petitioner.

Responses to Questions from the Plan Commission

Village Consulting Engineer Bill McGurr responded to Commissioner Scanlan that he has no concerns regarding engineering and that any outstanding issues are minor and can be resolved before Village Board approval. Regarding the right-of-way issue on Golf Lane, Mr. McGurr explained that the petitioner does not own the property that the dedication is on which limits any further action by the petitioner. Mr. McCabe responded to Commissioner Buckton that according to County records, a right-of-way does not exist although the roadway has been used historically by the public. Ms. Stegall added that an annexation agreement is currently in progress with the Glen Oak Country Club wherein the country club will be requested to dedicate that right-of-way to the Village. The Village does not anticipate that the country club will object to that request. When Commissioner Lemme expressed concern regarding driveways with access onto Hill Avenue, Mr. McCabe stated that included as part of the reconstruction of Hill Avenue is the removal of approximately three feet off of the hump and that he has been working with Mr. McGurr regarding safe sight distances on Hill Avenue. Mr. McCabe verified for Commissioner Buckton that the driveways for Lots 1 and 6 will not have access onto Hill Avenue. Mr. McGurr also responded to Commissioner Scanlan that the Village Forestry Consultant's opinion is that the petitioner can save the trees they've indicated they will save and that the site grading will not affect the tree preservation.

Comments from the Plan Commission

All of the Plan Commissioners were in favor of the proposed project and felt it was an excellent addition to the Hill Avenue area. Commissioner Whalen appreciated that the petitioner was very willing to work with the Village on this development, and Commissioner Buckton was pleased that the crest will be removed from the hill to improve sight lines.

Motion

Commissioner Lemme moved, seconded by Commissioner Whalen, to recommend that the Village Board approve a Final Plat of Subdivision for the development of a 1.73-acre lot known as 21W451 Hill Avenue to be subdivided into six (6) single-family lots by Hill Street Properties, LLC, in accordance with Section 304 of the Subdivision Regulations Code, Ordinance 5334, based on the findings of fact that the findings of fact for the Preliminary Plat of Subdivision adopted by Ordinance 5409 have not changed, that the proposed plans are in substantial conformance with the plans approved by Ordinance

5409, and that the conditions in Ordinance 5409, which were to be resolved prior to action on the final plans, have been addressed.

The recommendation for approval was based on the following conditions: 1. The project shall be constructed in substantial conformance with the plans as submitted and the testimony as presented at this public hearing. 2. Prior to the issuance of any permits, the petitioner shall pay a parkway tree planting fee to the Village in the amount of \$5,950 to pay for the planting of 14 new parkway trees in the adjacent right-of-ways. 3. If it is determined that both trees 549 and 550 need to be removed to accommodate the project, an additional parkway tree planting fee in the amount of \$425 shall be paid to the Village. 4. The petitioner shall pay the applicable developer's donations to School District 41, School District 87, the Volunteer Fire Department, the Glen Ellyn Public Library and the Glen Ellyn Park District. 5. The driveways on corner Lots 1 and 6 shall not be located off of Hill Avenue. 6. Prior to the issuance of any permits, the final engineering plans shall be reviewed and approved by the Public Works Department and Consulting Engineer Bill McGurr.

The motion carried unanimously with eight (8) "yes" votes.

Chairman's Report

Vice Chairman Strayer stated that the Civic Betterment Party will hold a town meeting on Saturday, December 2, 2006 regarding the upcoming election. Commissioner Buckton announced that he is running for Village Trustee.

Trustee Report

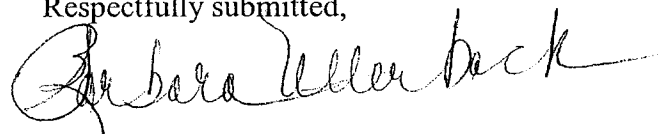
Trustee Chapman reported that a worker was trapped in a cave-in on a construction site in Glen Ellyn today. She stated that although it took a long time to remove him from the trench, he appears to have not been severely injured.

Staff Report

Ms. Stegall briefly reviewed items that will be on future Plan Commission agendas.

There being no further business before the Plan Commission, the meeting was adjourned at 8:01 p.m.

Respectfully submitted,



Barbara Utterback
Recording Secretary

This Document prepared by:
Community Development
Department, Village of
Glen Ellyn, Illinois

And after recording return to:
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137
ATTN: Village Clerk

This space for Recorder's use only

**FIRST AMENDMENT TO THE ANNEXATION
AND DEVELOPMENT AGREEMENT**

GLEN ESTATES SUBDIVISION
September 26, 2022

FIRST AMENDMENT TO THE ANNEXATION AGREEMENT

Glen Estates Subdivision

This First Amendment to the Annexation Agreement ("**Agreement**"), is made and entered into this _____ day of _____ 2022 ("**Effective Date**"), by and between G.E. Hill Ave. Properties, LLC, an Illinois limited liability company ("**Developer**") and the Village of Glen Ellyn, an Illinois home rule municipal corporation ("**Village**"). The Village and Developer are collectively referred to as ("**Parties**").

RECITALS

A. The Developer is the legal title owner of record of a vacant tract of land commonly known as 982-992 Hill Avenue (proposed address: 982-994 Hill Avenue), which is located on the north side of Hill Avenue between Cumnor Avenue and Golf Avenue lying within the Village of Glen Ellyn corporate limits and comprised of 1.73 acres. The Property is legally described on **Exhibit "A"** attached hereto and identified for real estate purposes as P.I.N. 05-12-315-008 ("**Property**").

B. The previous owner of the Property, Hill Street Properties, L.L.C., petitioned the Village for approval a Major Subdivision, and Annexation to the Village in 2005.

C. On November 14, 2005 by adoption of Ordinance No. 5409, the Village approved a Preliminary Plat of Subdivision and a Subdivision Variation for a six (6) lot single-family home subdivision to be located on the subject property, which was to be known as the Hill Avenue Subdivision.

D. On December 18, 2006 by adoption of Ordinance No. 5539, the Village approved the Final Plat of Subdivision finding that the Plat was substantially consistent with the Preliminary Plat and the conditions set forth in Ordinance No. 5409.

E. On December 18, 2006 by adoption of Ordinance No. 5537, the Village approved an Annexation Agreement and Recapture Agreement for the subject property and at the same meeting, by the adoption of Ordinance No. 5538, the Property was annexed into the Village of Glen Ellyn and zoned R2 Residential District.

F. The Developer purchased the Property from Hill Street Properties, L.L.C., in May of 2014.

G. The Developer has since revised the proposed subdivision plans and has submitted new petitions to the Village for approval of a revised seven (7) lot single-family home subdivision on the Property to be known as Glen Estates Subdivision, Zoning Variations, Subdivision Variations, and to amend the 2006 Annexation Agreement and the cost share related to certain public improvements.

H. A public hearing to consider approval of said subdivision in accordance with the Preliminary Plat of Subdivision, dated February 25, 2021, and the Final Plat of Subdivision dated February 23, 2021, both prepared by Engineering Resource Associates, attached hereto as

Exhibit “B” (Preliminary Plat) and **Exhibit “C” (Final Plat)**, was advertised in the Daily Herald on October 20, 2021 and was held by the Glen Ellyn Plan Commission (**“Plan Commission”**) on November 4, 2021 on which date the Plan Commission recommended approval of the Preliminary and Final Plats to the Board of Trustees.

I. A public hearing to consider this Amendment to the Annexation Agreement was noticed in *The Daily Herald* on September 9, 2022 and was held by the President and Board of Trustees on September 26, 2022. The Preliminary and Final Plats of Subdivision for the Glen Estates Subdivision were considered at the same meeting.

J. The Village has published, posted and delivered all notices as required in Article VII of the Illinois Municipal Code, 65 ILCS 5/11-15.1-3. *et seq.*

K. All other matters, in addition to those specifically referred to above, which are included by this Agreement, have been considered by the Parties, and the development of the Property in accordance with the terms and conditions of this Agreement, and the Village’s Corporate Authorities find that the Developer’s proposed improvement of the Property will inure to the benefit and improvement of the Village by increasing the taxable value of the real property within the Village’s corporate limits, promoting the sound planning and development of the Village, and otherwise enhancing and promoting the general welfare of the Village residents and taxpayers.

L. The Property is not currently connected to Village water or sanitary sewer service. While the existing water main is adequate to serve the development, the Developer shall install a new fire hydrant on the existing water main fronting the Property as well as install a water service for each of the Development’s residences. The Developer is also required to extend the Village sanitary sewer main from its current location on Hill Avenue at Cumnor Avenue towards the east end of the Property as shown on the Final Engineering Plan. As part of said sanitary sewer main extension, sanitary sewer services shall also be installed for each of the Development’s residences. The Developer shall connect all residences constructed on the Property to the Village’s water and sanitary sewer mains.

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

1. Legal Conformance with Law. This Agreement is made pursuant to and in accordance with the provisions of the Glen Ellyn Village Code, its home rule powers, Article 7 of the Illinois Municipal Code, 65 ILCS 5/7-1-1 *et seq.* and Division 15.1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 *et seq.*

2. Development of the Property.

A. Compliance with Final Plat of Subdivision and Final Engineering Plan. The Property shall be developed in substantial compliance with the development concepts set forth on the Final Plat and those certain engineering plans, prepared by Engineering Resource Associates, dated April 30, 2020 with a latest revision date of August 20, 2021 (**“Final Engineering Plan”**), attached hereto as **Exhibit “D”**.

B. Village Codes; Requirements of Law. The Property shall be subject to the regulations set forth in the Zoning Code, the Subdivision Regulations Code, the Village's Building Code, and all other applicable statutes, ordinances, codes, rules, and regulations pertaining to the development of the Property, including the statutes, ordinances, codes, rules, and regulations of any other governmental entity with regulatory control over the Property, now in force and effect, or that may be in full force and effect, and as may be amended from time to time, except as otherwise modified or varied pursuant to the terms of this Agreement. (Collectively, all federal, state, regional, local or Village statutes, codes, ordinances, rules and regulations are referred to as "***Requirements of Law***".)

C. Public Improvements. The Property public improvements for sanitary sewer, water, storm sewer, storm water facilities, streets, curbs, gutters, streetlights, parkway trees, sidewalks, (collectively, "***Public Improvements***") shall be constructed and installed by the Developer at the Developer's sole cost and expense, except as modified by Section 2(C)iv of this agreement. The Public Improvements shall be constructed and installed on the Property, in the immediate vicinity of the Property, and in accordance with the Final Engineering Plan, as well as with the Requirements of Law. More specifically, the Public Improvements shall be constructed and installed as follows:

i. Water Main Improvements and Water Service Connections. The Developer shall install a new fire hydrant on the existing water main located within the Hill Avenue right-of-way fronting the Property as well as install a water service for each of the Development's residences. The Developer shall connect all residences constructed on the Property to the Village's water system at the time of construction. The Developer shall meet all Requirements of Law pertaining to such connections, including upgrades and other necessities. In addition, the Developer will dedicate and the Village will accept dedication of the water service lines from the water main up to and including the Buffalo box after their completion, final inspection, and subsequent approval by the Village Engineer, and as more specifically set forth in Section 3 of this Agreement. The Developer shall coordinate with the Village to provide for the inspection of the water service facilities during the development of the Property and any water service connection shall be inspected by the Village to ensure that it is constructed in accordance with Village standards. The Developer understands that he is obligated to pay all costs and fees that may be necessary to serve the Property with Village water and to pay all costs and fees to connect all residences constructed on the property to the Village's water main.

ii. Sanitary Sewer Improvements and Sanitary Sewer Service Connections. The Developer shall extend the Village sanitary sewer main from its current location on Hill Avenue at Cumnor Avenue towards the east end of the Property as shown on the Final Engineering Plan. As part of said sanitary sewer main extension, sanitary sewer services shall also be installed for each of the Development's residences. The Developer shall connect all residences constructed on the Property to the Village's sanitary sewer main at the time of construction. The Developer shall meet all Requirements of Law pertaining to said connection, including upgrades and other necessities. In addition, the Developer will dedicate and the Village will accept dedication of the sanitary sewer including manholes, mains, and the tee-wye service

connections for the Development's residences after their completion, final inspection, and subsequent approval by the Village Engineer, and as more specifically set forth in Section 3 of this Agreement. The Developer shall coordinate with the Village to provide for the inspection of the sanitary sewer facilities during the development of the Property and any sanitary sewer connection shall be inspected by Village Staff to ensure that it is constructed in accordance with Village standards. The Developer understands that he is obligated to pay all costs and fees that may be necessary to serve the Property with Village sanitary sewer and to pay all costs and fees to connect all residences constructed on the property to the Village's sanitary sewer main.

iii. Storm Water Facilities. The Developer shall construct and install storm water management and drainage facilities, and any appurtenances thereto ("***Storm Water Facilities***"), on the Property, which Storm Water Facilities shall be constructed and installed in substantial conformity with the Final Engineering Plan. Storm water facilities located within a rear or side yard easement or common area as well as storm water management facilities on "Outlot A" shall be maintained by the Glen Estates Subdivision Home Owner's Association, as referenced in the Declaration of Covenants and Restrictions, attached hereto as **Exhibit "E"**.

Except as hereinafter provided, the Village, for the full term of this Agreement, shall require no more than that degree and type of storm water detention on the Property as required by the Requirements of Law. The Developer acknowledges that the Village is a "full waiver" community under applicable provisions of the DuPage County Storm Water and Floodplain Ordinance. Notwithstanding anything to the contrary in this Subsection 2(C)iii, to the extent possible, the Village will work with the Developer to permit the construction of seven new single-family residences upon the Property.

iv. Roadway and Sidewalk Improvements. The Developer shall construct the roadway and sidewalk improvements along Cumnor Avenue, and Golf Avenue as specified in the Final Engineering Plans and generally including new asphalt roadway pavement, concrete curb & gutter, and public sidewalks.

In addition, the Developer shall construct the roadway and sidewalk improvements along Hill Avenue as specified in the Final Engineering Plans and generally including new concrete roadway pavement, concrete curb & gutter, street lighting, storm sewer/drainage infrastructure, and public sidewalks.

After the Village Engineer determines that the work is complete, the Developer shall submit to the Village Engineer for his review and approval an Illinois licensed engineer's certified statement of the Developer's actual cost of constructing the aforementioned Roadway and Sidewalk Improvements along Cumnor Avenue, Golf Avenue, and Hill Avenue including an itemized schedule of the improvements conforming with Exhibit H herein. The Village agrees, upon the Village Engineer's approval of the Developer's submittals and Village Board acceptance of the applicable public improvements, to reimburse the Developer for 70% of the actual costs for the

Roadway Improvements. Notwithstanding the foregoing, the Village's reimbursement to the Developer shall not exceed \$550,000.

All of the aforementioned improvements shall be in conformance with Village standards and in substantial conformity with the Final Engineering Plan and the Requirements of Law.

Notwithstanding anything to the contrary in this Subsection 2(C)iv, or in any other part of this Agreement, not later than 24 months after the beginning of the construction and installation of the Public Improvements, sidewalks shall be installed in all of the rights-of-way adjacent to the Property as shown on the Final Engineering Plan.

3. Dedication of Public Improvements.

A. The Developer shall dedicate to the Village the improvements specifically identified on ***Exhibit "F"*** to this Agreement (collectively, "***Dedicated Improvements***"), installed upon the rights-of-way adjacent to the Property.

B. The Developer shall notify the Village Engineer when it believes all of the Dedicated Improvements have been fully and properly completed in compliance with the Requirements of Law, including Chapter 5 of the Subdivision Regulations Code, the Final Engineering Plan, and this Agreement, and shall request final inspection, approval, and acceptance of the Dedicated Improvements by the Village. Such notification shall be given far enough in advance to allow the Village Engineer time to inspect the Dedicated Improvements and to prepare a punch list of items requiring repair or correction. The Developer shall promptly make all necessary repairs and corrections as specified on the punch list. The Village shall not be required to approve or accept any portion of the Dedicated Improvements until all of the Dedicated Improvements, including punch list items, have been fully and properly completed.

C. Upon satisfactory completion of the Dedicated Improvements, including all punch list items, the Village Engineer shall recommend approval and acceptance of the Dedicated Improvements to the Village Board. Upon receipt of such recommendation, the Village Board shall accept the Dedicated Improvements. Upon the approval of, and prior to the acceptance of, the Dedicated Improvements to be accepted by the Village pursuant to this Section 3, the Developer shall execute, submit, or cause to be executed, such documents as the Village shall request to transfer ownership of the Dedicated Improvements to, and evidence ownership of such Dedicated Improvements, the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village in writing. The Developer shall, at the same time, grant, or cause to be granted, to the Village all such insured easements or other property rights as the Village may require to install, operate, maintain, service, repair, and replace the Dedicated Improvements that have not been previously granted to the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village in writing.

D. Neither the execution of this Agreement nor the approval or recordation of the Final Plat shall constitute acceptance by the Village of any Dedicated Improvements or of any other public facilities that are depicted as “dedicated” on the Final Plat or the Final Engineering Plan.

4. Security Instruments.

A. In lieu of any applicable provisions of the Village Code to the contrary, the Developer shall deposit with the Village for the development of the Property, and the Village will accept, irrevocable letters of credit ("**Security Instruments**") from reputable banks or savings and loan associations, authorized to transact business and maintain an authorized agent for service in the State of Illinois, to guarantee construction and maintenance of all Public Improvements, including any Dedicated Improvements, to be constructed by the Developer as a part of the development of the Property. Each Security Instrument shall be in an amount equal to 125% of the Developer's engineer's estimate of construction costs for the Public Improvements to be constructed, as approved by the Village Engineer. A performance security for the stormwater management facilities in the amount of 110% of the Developer's engineer's estimate shall also be collected, as required by the DuPage County Stormwater Ordinance. All such Security Instruments shall be substantially in the form of **Exhibit “G”** attached to this Agreement.

B. Each Security Instrument shall be effective for not less than 2 years from the date of issuance, and the Developer may substitute for, renew, or extend the same from time to time, with the approval of the Village, until the Public Improvements are completed. The Developer shall renew or replace each Security Instrument not less than 30 days prior to its expiration in the event the Public Improvements have not then been completed and accepted by the Village as set forth in Section 3 of this Agreement. All Security Instruments shall require not less than 60 days written notice to the Village by the issuer prior to the expiration of the Security Instrument, and no Security Instrument shall expire without such prior written notice having been duly given. Developer shall increase the amount of the Security Instrument if at any time the Village is reasonably insecure as to whether the amounts remaining within the Security Instrument shall be sufficient to complete the Public Improvements.

C. Until the amount of the Security Instruments are sufficient to guarantee the completion of any incomplete, unacceptable, or defective Public Improvements the Village may withhold the issuance of any building permits or certificates of occupancy. The Village Engineer may from time to time approve a reduction or reductions in the Security Instruments by an amount not in excess of 90% of the value certified by the Developer's Engineer of the completed work so long as the balance remaining in the Security Instruments is at least equal to 125% of the cost to complete the remaining Public Improvements for the Property, plus retention for completed work and inspection and testing fees for the Village to inspect the Public Improvements remaining to be completed. The Security Instruments for the Public Improvements for the Property shall be deposited with the Village prior to the recordation of the Final Plat. The 10% guarantee amount required to be deposited under Chapter 5 of the Subdivision Regulations Ordinance shall be in the form of the Security Instruments. The entirety of the Security Instruments shall be released promptly following the satisfactory completion of the maintenance period as set forth in Chapter 5 of the Subdivision Regulations Ordinance.

5. Village Address. Following recordation of the Final Plat of Subdivision, the addresses of the lots on the Property shall be as indicated below:

- A. The address of Lot 1 shall be 982 Hill Avenue;
- B. The address of Lot 2 shall be 984 Hill Avenue;
- C. The address of Lot 3 shall be 986 Hill Avenue;
- D. The address of Lot 4 shall be 988 Hill Avenue;
- E. The address of Lot 5 shall be 990 Hill Avenue;
- F. The address of Lot 6 shall be 992 Hill Avenue; and
- G. The address of Lot 7 shall be 994 Hill Avenue.

6. Fees, Charges, Donations and Contributions.

A. Standard Fees and Charges. The Village shall impose upon and collect from the Developer, and its respective employees, contractors, sub-contractors, and agents the customary permit, license, tap-on, connection, and user fees and charges in such amounts or at such rates as are generally applied throughout the Village.

B. Land Donation and Cash Contributions. At the time of issuance of each building permit for the construction of each new single-family home on the Property, the Developer or builder shall be required to pay the amounts listed below to the Village:

Glen Ellyn Library	per new single-family home	\$850.92
Glen Ellyn Park District	per new two-bedroom home	\$3,328.05
	per new three-bedroom home	\$4,783.35
	per new four-bedroom home	\$6,210.60
	per new five-bedroom home	\$6,220.50
School District 41	per new three-bedroom home	\$3,010.00
	per new four-bedroom home	\$4,692.00
	per new five-bedroom home	\$3,456.00
School District 87	per new two-bedroom home	\$135.55
	per new three-bedroom home	\$962.38
	per new four-bedroom home	\$2,053.52
	per new five-bedroom home	\$1,436.79
Glen Ellyn Fire Company	per new single-family home	\$1,500.00

C. Payment of Village Consulting Fees. The Developer shall pay all reasonable professional consulting and administration fees incurred by the Village to process the

Developer's requests for subdivision and zoning of the Property, which fees may, without limitation, include all engineering, surveying, and legal fees incurred by the Village pertaining to the review of the Developer's plans and specifications for the Property, the negotiation and preparation of this Agreement, delivery and publication of notices, administrative fees to conduct public meetings and public hearings, recordation fees, and fees related to inspecting development of the Property. Such fees shall be billed on the basis of the regular hourly billing rate normally charged by such professionals and paid by the Village. The Developer has deposited the sum of \$1,500 with the Village to be held in escrow and from time to time drawn on by the Village to pay for all Village consultants, recording fees and any other out-of-pocket fees pertaining to the development of the Property. The Developer shall replenish the escrow amount to its original deposit amount when the Village provides notice that the balance is at or below \$300. The Village's consultants shall include, without limitation, the Village's consulting engineer, consulting planner, surveyor, attorney, and transcriber.

D. Building Permit Fees. The Developer shall pay any and all Village fees and deposits in effect at the time of building permit application, including, but not limited to, all water and sanitary main connection and inspection fees, water meter, water valve and all other associated costs, fees and deposits.

7. Term. The term of this Agreement will be 20 years from the Effective Date.

8. Annexation Agreement Extension. At the option of the Village, the Village may extend this Annexation Agreement, at its conclusion, for an additional period of up to 20 years for a portion or all of the Property. If the Village wishes to exercise this option, it shall do so in writing not earlier than two years before the expiration of the Annexation Agreement, nor later than three months prior to this Agreement's initial termination date. Notice shall be sent in writing to (i) that entity that has paid the real estate property taxes during one of the last two years for the Property or that portion of the Property for which the Village wishes to extend this Agreement or (ii) to the record title holder of the Property or that portion of the Property for which the Village wishes to extend this Agreement. If the Village decides in its sole and absolute discretion to extend the term of this Agreement, the Village may do so whether or not the Property, or any portion of the Property, has been annexed to the Village. The Village may only extend the term of this Agreement once. In the event that the Village has not exercised the option to extend the term of this Agreement pursuant to this Section 8.

9. Liability and Indemnity of Village.

A. Village Review. The Developer acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Property or the Public Improvements, or the issuance of any approvals, permits, certificates, or acceptances for the development or use of the Property or the Public Improvements, and that the Village's review and approval of those plans and the Public Improvements and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Developer or any of his heirs, successors, assigns, tenants, and licensees, or any other Person, against damage or injury of any kind at any time.

B. Village Procedure. The Developer acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agrees not to challenge the Village's approval on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. The Developer agrees to, and does hereby defend, hold harmless and indemnify the Village, the Corporate Authorities, the Plan Commission, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of them in connection with (i) the Village's review and approval of any plans for the Property or the Public Improvements; (ii) the issuance of any approval, permit, certificate, or acceptance for the Property or the Public Improvements; and (iii) the development, construction, maintenance, or use of any portion of the Property or the Public Improvements.

D. Defense Expense. If Developer fails to comply with the obligations of Section 9.C., the Developer shall, and does hereby agree to, pay all expenses, including without limitation legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the claims referenced in Section 19.C. of this Agreement.

10. General Provisions.

A. Severability. This Agreement is entered into pursuant to the Village's home rule powers and the provisions of Sec. 11-15.1-1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1. In the event any part or portion of this Agreement, or any provision, clause, word, or designation of this Agreement is held to be invalid by any court of competent jurisdiction, that part, portion, clause, word or designation shall not affect the remainder of this Agreement. In addition, the Village and Developer shall take all action necessary or required to fulfill the intent of this Agreement as to the use and development of the Property. In the event that any modification in statute, ordinance, code, rule, or regulations or court ruling should render some provision, clause, word, or designation in this Agreement invalid, the parties will negotiate an amendment to this Agreement, which may take place without a public hearing, to substitute language that will effectuate the intent of this Agreement. In the event that one party or another is prevented by law from fulfilling an obligation under this Agreement, the other party may seek to invalidate that portion of this Agreement, if any, which would provide an unjust benefit without cost or obligation.

B. Remedies. The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against any of the Village's elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village shall be entitled to withhold the issuance of building permits or certificates of occupancy for any and all buildings and structures within the Property at any time when the Developer has failed or refused to meet fully any of its obligations under this Agreement. In the event of a judicial proceeding brought by one party to

this Agreement against the other party to this Agreement pursuant to this Section 10, the prevailing party shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

C. Amendment. This Agreement may be amended from time to time with the consent of the parties, pursuant to statute.

D. Conflict Regulations. The provisions of this Agreement shall supersede the provision of any Village Requirements of Law that may be in conflict with the provisions of this Agreement.

E. Successors and Assigns. This agreement shall inure to the benefit of and be binding upon the Developer and Village and their respective successors and assigns. No conveyance, transfer or assignment of fee title in the Property or of this Agreement shall serve to release the Developer of its duties and obligations already undertaken under this Agreement.

F. Application of Ordinances. Upon annexation, the Property and its use will be subject to all Village ordinances generally applicable throughout the Village except as herein set forth.

G. Recording. After the Developer has paid to the Village the amounts due pursuant to Section 6, of this Agreement and the Developer has paid to the Village an amount sufficient to cover the cost of recording this Agreement, all necessary plats, the Village shall promptly cause this Agreement to be recorded in the Office of the DuPage County Recorder.

H. No Disconnection. The Developer may not petition the Circuit court to take any other action to cause the Property to be disconnected from the Village during the term of this Annexation Agreement or any extension to that term.

I. Recitals and Exhibits. The recitals set forth in the beginning of this Agreement, and the exhibits attached hereto, are incorporated herein by this reference and shall constitute substantive provisions to this Agreement.

J. Captions and Paragraph Headings. The captions and paragraph headings used herein are for convenience only and shall not be used in construing any term or provision of this Agreement.

K. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("*e-mail*"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days

thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10 each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137
Attn: Community Development Director
E-mail: erodman@glenellyn.org

With a copy to:

Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137
Attn: Village Attorney
E-mail: gmathews@glenellyn.org

Notices and communications to the Developer shall be addressed to, and delivered at, the following address:

G.E. Hill Ave. Properties, LLC
Attn: Patrick J. Murphy
1N712 Bob O Link Drive
Winfield, IL 60190
E-mail: pjmbi@aol.com

With a copy to:

Nicholas A. Varchetto, P.E., Project Manager
Engineering Resource Associates
3S701 West Avenue, Suite 150
Warrenville, Illinois 60555

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

M. Non-Waiver. Neither the Village nor the Developer shall be under any obligation to exercise any of the rights granted in this Agreement. The failure of either party to exercise at any time any right granted shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.

N. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

O. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

P. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supercedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

Q. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

R. Exhibits. *Exhibits A* through *G* attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

S. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

T. Changes in Laws. Unless otherwise provided in this Agreement, any reference to any statute, ordinance, code, rule, or regulation shall be deemed to include any modifications of, or amendments to, any such statute, ordinance, code, rule, or regulation that may occur in the future.

U. Authority to Execute. The parties hereby warrant and represent to each other that (i) each has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (ii) all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (iii) neither the execution of this Agreement nor the performance of the obligations assumed by the Developer or the Village will (a) result in a breach or default under any agreement to which the Developer or the Village is a party or to which they or the Property are bound or (b) violate any statute, law, restriction, court order, or agreement to which the parties or the Property are subject.

V. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the Village or the Developer.

W. No Unreasonable Withholding. Whenever this Agreement requires or allows recommendation or approval by the Village or any of its agents, employees or consultants, such recommendation or approval shall not be unreasonably withheld.

[Signature and acknowledgement pages follow.]

IN WITNESS WHEREOF, the parties have caused this Annexation Agreement to be executed by their duly authorized officers or individually, as the case may be, on _____, 2022.

VILLAGE OF GLEN ELLYN
An Illinois home rule
Municipal Corporation

GE HILL AVE. PROPERTIES, LLC., an
Illinois limited liability company

BY: _____
Village President

BY: _____
Patrick J. Murphy

ATTEST:

ATTEST:

BY: _____
Village Clerk

BY: _____
ITS: _____

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

This instrument was acknowledged before me on _____, 2022 by the Village President of the **VILLAGE OF GLEN ELLYN**, an Illinois home rule municipal corporation, and by the Village Clerk of Said Village.

Given under my hand and official seal this ____ day of _____, 2022.

Signature of Notary

SEAL

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

This instrument was acknowledged before me on _____, 2022 by **PATRICK J. MURPHY**, the General Partner of the sole Member of **GE HILL AVE. PROPERTIES, LLC**, an Illinois limited liability company, as such officers of said company as their free and voluntary act and deed, and as the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of _____, 2022.

Signature of Notary

SEAL

My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Developer: GE HILL AVE. PROPERTIES, LLC., Owner of the Property

Address: 982-994 Hill Avenue

P.I.N.s: 05-12-315-008

Legal Description:

THAT PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 7.15 CHAINS NORTH OF THE QUARTER STAKE IN THE SOUTH LINE OF SAID SECTION; THENCE SOUTH $89\frac{3}{4}$ DEGREES WEST 14.66 CHAINS TO A STAKE; THENCE NORTH $\frac{1}{2}$ DEGREE EAST 5.32 CHAINS TO THE CENTER OF ROAD; THENCE NORTH 48 DEGREES EAST ALONG CENTER OF ROAD 8.01 CHAINS TO THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF EMERSON AVENUE, NOW KNOWN AS CUMNOR AVENUE, EXTENDED SOUTHEASTERLY WITH THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS HILL AVENUE FOR A PLACE OF BEGINNING; THENCE NORTH 35 DEGREES 26 MINUTES WEST ALONG SAID NORTHEASTERLY LINE OF EMERSON AVENUE, 137.28 FEET TO THE SOUTHERLY CORNER OF LOT 14 IN GLEN OAK SUBDIVISION; THENCE NORTH 43 DEGREES 55 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 14, 13, 12, 11 AND 10 IN GLEN OAK SUBDIVISION AND ALONG SOUTHEASTERLY END OF GOLF AVENUE, 656.0 FEET TO THE SOUTHERLY CORNER OF LOT 9 IN SAID SUBDIVISION; THENCE NORTH 44 DEGREES 03 MINUTES EAST ALONG THE SOUTHESTERLY LINES OF LOTS 9, 8, AND 7 IN SAID SUBDIVISION, 353.2 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 7; THENCE SOUTH 52 DEGREES 19 MINUTES EAST ALONG THE SOUTHWESTERLY LINE OF ACORN AVENUE; 142.5 FEET TO THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS HILL AVENUE; THENCE SOUTHWESTERLY, ALONG THE CENTER LINE OF HILL AVENUE, TO THE PLACE OF BEGINNING, EXCEPT THAT PART LYING NORTHEASTERLY OF A LINE DRAWN FROM THE MOST NORTHEAST CORNER OF LOT 10, IN GLEN OAK SUBDIVISION, TO A POINT ON THE CENTER LINE OF HILL AVENUE WHICH IS 20.0 FEET SOUTHWESTERLY, AS MEASURED ALONG SAID CENTER LINE OF GOLF AVENUE AS EXTENDED, ALL IN DUPAGE COUNTY ILLINOIS.

EXHIBIT B
PRELIMINARY PLAT

EXHIBIT C
FINAL PLAT

EXHIBIT D
FINAL ENGINEERING PLAN

EXHIBIT E
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR GLEN ESTATES SUBDIVISION

EXHIBIT F
DEDICATED IMPROVEMENTS

- Roadway improvements including new curb & gutter and asphalt roadway pavement constructed on Cumnor Avenue and Golf Avenue
- Roadway improvements including new curb & gutter and concrete roadway pavement constructed on Hill Avenue
- Street lights including foundations, conduit, wiring, controller, and electrical service
- Concrete public sidewalks in the rights of way adjacent to the subdivision
- Parkway trees
- Water service lines from the water main up to and including the Buffalo box
- Fire hydrant with auxiliary valve
- Storm Sewers including structures and mains which accommodate drainage for the Village's public rights-of-way
- Sanitary sewers including manholes, mains, and the tee-wye connections on the mains for the individual building services
- Street signs

EXHIBIT G
SAMPLE LETTER OF CREDIT

EXHIBIT H
ITEMIZED SCHEDULE OF ROADWAY AND SIDEWALK IMPROVEMENTS
ELIGIBLE FOR REIMBURSEMENT IN
NOT-TO-EXCEED AMOUNT OF \$550,000

GLEN ESTATES SUBDIVISION

HILL AVENUE
GLEN ELLYN, IL 60137
JOB NO. 150106

INDEX TO DRAWINGS

C-1.0	COVER
C-2.0	GENERAL NOTES
C-3.0	MAINTENANCE OF TRAFFIC CONTROL
C-4.0	EXISTING CONDITIONS PLAN
C-5.0	DEMOLITION PLAN
C-6.0 : C-6.1	GEOMETRY PLAN
C-7.0	GRADING PLAN
C-8.0 : C-8.1	UTILITY PLAN & SANITARY MAIN PROFILE
C-9.0 : C-9.1	TYPICAL SECTIONS
C-10.0 : C-10.3	ROADWAY, UTILITY & SIDEWALK PLAN & PROFILES
C-11.0 : C-11.1	INTERSECTION DETAILS
C-12.0 : C-12.2	EROSION CONTROL PLAN, SWPPP & DETAILS
C-13.0 : C-13.2	CONSTRUCTION DETAILS
C-14.0 : C-14.1	ROADWAY CROSS SECTIONS



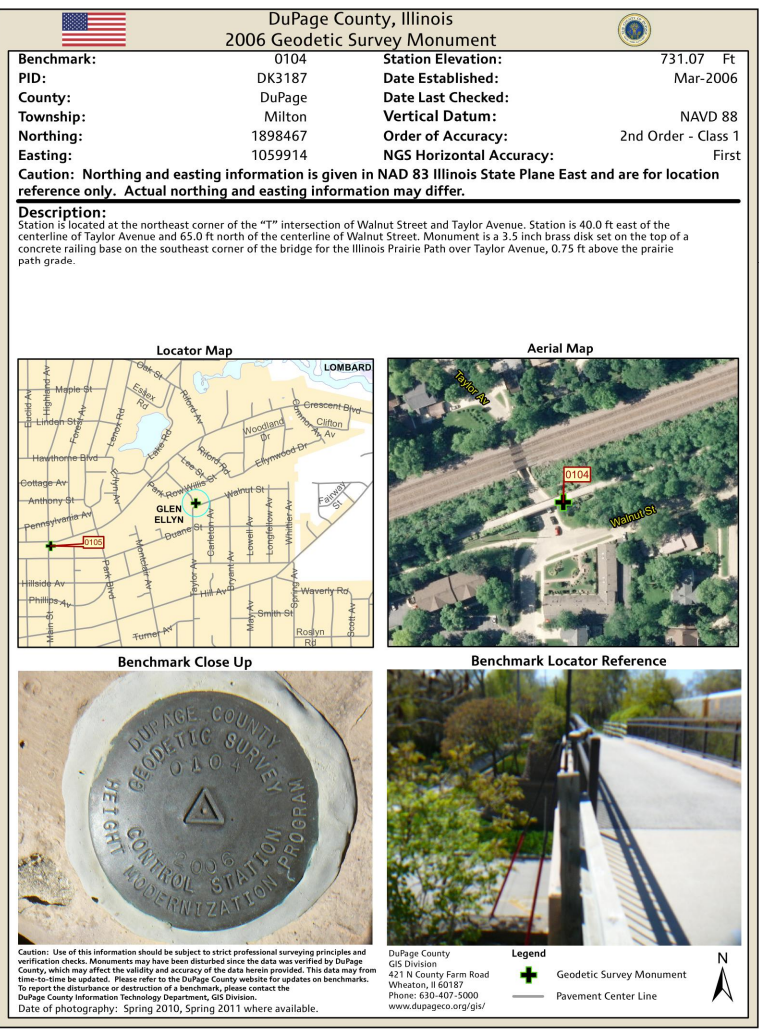
**PROJECT
LOCATION**

PREPARED FOR:
PATRICK J. MURPHY BUILDERS, INC

1N712 BOB O LINK DRIVE
WINFIELD, IL 60190
(630)-871-1998

PARCEL DETAILS

TOTAL AREA: 1.703 ACRES
TOTAL PROPOSED IMPERVIOUS: 0.574 ACRES
PER LOT IMPERVIOUS COVERAGE: 2463 S.F. (PRIVATE)



LOCATION MAP



**ENGINEERING
RESOURCE ASSOCIATES**

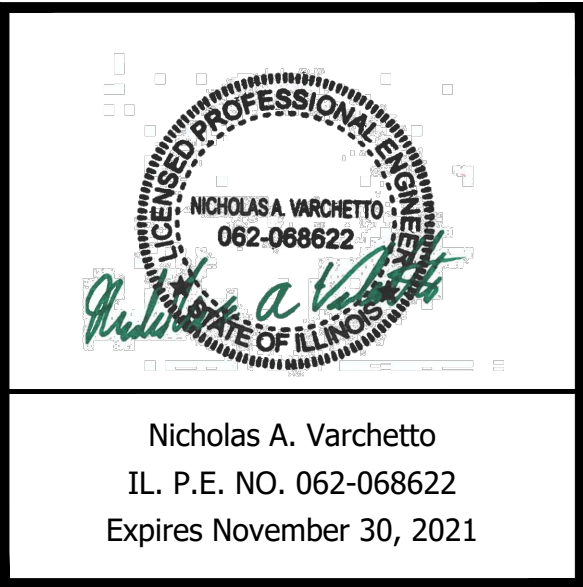
2416 GALEN DRIVE
CHAMPAIGN, ILLINOIS 61821
PHONE (217) 351-6268
FAX (217) 355-1902

35701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60555
PHONE (630) 393-3060
FAX (630) 393-2152

10 S. RIVERSIDE PLAZA, SUITE 875
CHICAGO, ILLINOIS 60606
PHONE (312) 474-7841
FAX (312) 474-6099

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF THE SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THESE LOT IMPROVEMENTS OR ANY PART THEREOF, OR THAT IF SUCH WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE OWNER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES. SO THAT THE DEVELOPMENT SHALL NOT ADVERSELY INCREASE FLOOD ELEVATIONS OR DECREASE FLOOD CONVEYANCE CAPACITY UPSTREAM OR DOWNSTREAM OF THE PROJECT AREA.

Engineer: *Nicholas A. Varchetto*
Seal:



**ENGINEERING
RESOURCE ASSOCIATES**
35701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60555
PHONE (630) 393-3060
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**PATRICK J MURPHY
BUILDERS**

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

08-20-2021 PERMIT REVISION #6
04-30-2020 PERMIT SUBMITTAL
DESCRIPTION:

DATE : 04-30-2020
PROJECT # : 150106.00
PROF. DESIGN # : 184.001186
DRAWN BY : TF
CHECKED BY : NAV

COVER

C-1.0
SHEET

G:\PROJECTS\Patrick J Murphy Builders Inc\150106.00 HillAveGlenEllyn\CADD\150106 SHEET C-1.0_Cover.dwg

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It's free

It's the law



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You Dig

Julie
ILLINOIS
ONE-CALL SYSTEM

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you dig

800.892.0123

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GENERAL NOTES:

1. AT LEAST TWO WORKING DAYS PRIOR TO THE COMMENCEMENT OF ALL PHASES OF WORK, THE CONTRACTOR SHALL NOTIFY THE FOLLOWING:

VILLAGE OF GLEN ELLYN:

(630) 469-5000

ENGINEERING RESOURCE ASSOCIATES:

(630) 393-3060

2. UTILITY INFORMATION IS BASED UPON FIELD MEASUREMENTS AND BEST AVAILABLE RECORDS. FIELD DATA IS LIMITED TO THAT WHICH IS VISIBLE AND CAN BE MEASURED. THIS DOES NOT PRECLUDE THE EXISTENCE OF OTHER UNDERGROUND UTILITIES.

3. THE CONTRACTOR SHALL NOTIFY J.U.L.I.E. (800) 892-0123, 48 HOURS PRIOR TO ANY EXCAVATION WORK TO DETERMINE THE EXACT LOCATION OF EXISTING UTILITIES.

4. EXCEPT WHERE MODIFIED BY THE CONTRACT DOCUMENTS, ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FOLLOWING DOCUMENTS:

a. IDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN THE STATE OF ILLINOIS", LATEST EDITION.

b. "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS"

c. "THE DUPAGE COUNTY COUNTYWIDE STORMWATER & FLOODPLAIN ORDINANCE"

d. ILLINOIS URBAN MANUAL, LATEST EDITION

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE SIGNS AND WARNING DEVICES TO INFORM AND PROTECT THE PUBLIC. "THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS", AS ADOPTED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION, LATEST EDITION, SHALL BE CONSULTED. APPROPRIATE CONTROL METHODS SHOULD BE APPLIED TO THE SPECIFIC SITUATIONS AND TYPES OF CONSTRUCTION OPERATIONS BEING PERFORMED.

6. THE CONTRACTOR SHALL ESTABLISH THE NECESSARY PERFORMANCE BONDS REQUIRED. PERMITS SHALL BE OBTAINED FROM ALL OUTSIDE GOVERNMENTAL AGENCIES HAVING JURISDICTION PRIOR TO INITIATION OF CONSTRUCTION ACTIVITIES.

7. THE CONTRACTOR IS RESPONSIBLE FOR HAVING THE MOST RECENT SET OF "APPROVED" FINAL ENGINEERING PLANS WITH THE LATEST REVISION DATE ON THE JOB SITE PRIOR TO THE START OF CONSTRUCTION.

8. THE CONTRACTOR IS TO VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION AND WILL BE RESPONSIBLE FOR ANY DAMAGE TO THE SAME. EXISTING UTILITIES ARE TO BE POTHOLED AND HAND DUG AT LOCATIONS OF POTENTIAL CONFLICTS TO VERIFY ELEVATIONS.

9. CONTRACTOR SHALL RESTORE OFF-SITE SURFACES TO ORIGINAL CONDITION IF DAMAGED BY CONSTRUCTION.

10. THE ENGINEER WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OF CONSTRUCTION. THE ENGINEER WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO PERFORM OR FURNISH THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

11. THE ENGINEER WARRANTS THE DESIGN, RECOMMENDATIONS, AND SPECIFICATIONS TO HAVE BEEN PROMULGATED ON CONDITIONS GENERALLY ENCOUNTERED WITHIN THE INDUSTRY. THE ENGINEER ASSUMES NO RESPONSIBILITY WHATSOEVER, WITH RESPECT TO THE DESIGN RECOMMENDATIONS AND SPECIFICATIONS, FOR COMPLEX OR UNUSUAL SOIL CONDITIONS ENCOUNTERED ON THE PROJECT. IT SHALL BE THE OWNER'S/BIDDER'S RESPONSIBILITY TO ASCERTAIN THE EXACT NATURE OF SUBSURFACE CONDITIONS PRIOR TO THE CONSTRUCTION OF THE IMPROVEMENT.

12. ALL TRENCHES CAUSED BY THE CONSTRUCTION OF SEWERS, WATERMANS, WATER SERVICE PIPES AND IN EXCAVATIONS AROUND CATCH BASINS, MANHOLES, INLETS AND OTHER APPURTENCES WHICH OCCUR WITHIN TWO FEET OF THE LIMITS OF EXISTING AND PROPOSED PAVEMENT IMPROVEMENTS, SIDEWALKS, AND CURB AND GUTTERS SHALL BE BACKFILLED WITH TRENCH BACKFILL (AS DEFINED IN SECTION 208 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND SPECIAL PROVISIONS).

13. AT LEAST 2 WEEKS BEFORE COMMENCEMENT OF ANY WORK ACTIVITIES, THE CONTRACTOR WILL BE REQUIRED TO ATTEND AN ON-SITE PRECONSTRUCTION CONFERENCE. AT THIS CONFERENCE, THE CONTRACTOR WILL BE REQUIRED TO FURNISH AND DISCUSS INCLUDING BUT NOT LIMITED TO THE FOLLOWING: 1) WRITTEN PROGRESS SCHEDULE AND BEGINNING OF WORK 2) NAMES OF PROJECT MANAGER, FIELD SUPERINTENDENT AND THE NAME AND PHONE NUMBER OF A RESPONSIBLE INDIVIDUAL WHO CAN BE REACHED 24 HOURS A DAY.

14. THE CONTRACTOR SHALL NOT BE PERMITTED TO OPERATE WATER VALVES OR HYDRANTS. THE CONTRACTOR SHALL CALL THE WATER COMPANY 4 WORKING DAYS PRIOR TO THE NEED TO OPERATE THE VALVES OR HYDRANTS. THE CONTRACTOR IS ALSO REQUIRED TO COORDINATE WITH THE VILLAGE OF GLEN ELLYN AND THE GLEN OAK COUNTRY CLUB WHICH MAY HAVE ONGOING EVENTS OR ACTIVITIES PRECLUDING THE ABILITY TO SHUT THE WATER OFF.

15. THE CONTRACTOR SHALL PROVIDE A FULL AND COMPLETE CIVIL ENGINEERING RECORD DRAWING PLAN SET IN HARD COPY AND AUTOCAD AT THE COMPLETION OF THE PROJECT. THE RECORD DRAWINGS SHALL INCLUDE ANY CHANGES FROM THE ORIGINAL CIVIL ENGINEERING PLANS. CURRENT ELEVATIONS SHALL BE SHOWN FOR THE FOLLOWING, AT A MINIMUM: 1) ALL UTILITY INFORMATION, INCLUDING RIMS AND INVERTS 2) GRADE INFLECTION POINTS WITH PERIODIC GRADES SHOTS IN LEVEL AREAS 3) DETENTION POND GRADES WITH VOLUME CALCULATION. ADD NOTE COMPARING ACTUAL TO REQUIRED POND VOLUME. 4) LOCATION OF ALL STRUCTURES.

16. DUST CONTROL WILL BE IN ACCORDANCE WITH IDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN THE STATE OF ILLINOIS", LATEST EDITION, SECTION 107.36.

17. ANY DEWATERING NECESSARY FOR THE INSTALLATION OF THE IMPROVEMENTS AS SHOWN ON THE PLANS SHALL BE THE CONTRACTORS RESPONSIBILITY. THE COST FOR DEWATERING SHALL BE INCLUDED IN THE INSTALLATION OF THE IMPROVEMENTS.

18. ANY POOR SOILS ENCOUNTERED UNDER AREAS TO BE PAVED SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.

19. THE CONTRACTOR SHALL TAKE CARE TO PROTECT ADJACENT LAND TO THE PROJECT BY NOT DISTURBING THE SOIL BY DRIVING VEHICLES ON IT.

20. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR DAMAGE TO PLANT MATERIAL OR SOILS OUTSIDE THE CONSTRUCTION LIMITS.

21. ANY REMOVAL ITEMS SHALL BE PROPERLY DISPOSED OF IN ACCORDANCE WITH THE SPECIFICATIONS.

22. ALL TREES ARE DESIGNATED TO BE SAVED SHALL BE PROTECTED IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 201.5 OF THE STANDARD SPECIFICATION AND SPECIAL PROVISIONS AND THE VILLAGE OF GLEN ELLYN'S TREE PRESERVATION REQUIREMENTS AS OUTLINED IN THE VILLAGE'S MUNICIPAL CODE. IN CASES OF CONFLICT, THE REQUIREMENTS OF THE VILLAGE OF GLEN ELLYN WILL TAKE PRECEDENCE.

TRAFFIC CONTROL AND MAINTENANCE:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL SIGNS, BARRICADES, FLAGGERS, AND OTHER TRAFFIC CONTROL DEVICES AS REQUIRED TO PERFORM THE WORK. ALL TRAFFIC CONTROL MEASURES SHALL MEET THE REQUIREMENTS OF THE ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, LATEST EDITION, THE STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS, LATEST EDITION.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE SIGNS AND WARNING DEVICES TO INFORM AND PROTECT THE PUBLIC. "THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS", AS ADOPTED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION, LATEST EDITION, SHALL BE CONSULTED. APPROPRIATE CONTROL METHODS SHOULD BE APPLIED TO THE SPECIFIC SITUATIONS AND TYPES OF CONSTRUCTION OPERATIONS BEING PERFORMED.

GRADING:

1. FINISHED SURFACES TO BE SMOOTH AND EVEN WITH NO ABRUPT OR AWKWARD CHANGES IN GRADE. PAVING AND SEED AREAS ARE TO MEET FLUSH AND SMOOTH.

2. NEW PAVEMENT TO MATCH EXISTING PAVEMENT SMOOTH AND FLUSH.

3. CONTRACTOR SHALL RESTORE (WITH SEED AND MULCH) ALL AREAS DISTURBED AS A RESULT OF CONSTRUCTION ACTIVITY. TOPSOIL AND SEEDING RESTORATION OUTSIDE OF CONSTRUCTION LIMITS WILL BE AT CONTRACTOR'S EXPENSE.

4. THE OWNER RESERVES THE RIGHT TO MAKE MINOR ADJUSTMENTS IN LINES AND GRADES AS THE WORK PROGRESSES WHENEVER SUCH CHANGES ARE CONSIDERED NECESSARY TO BETTER ACCOMPLISH THE INTENT OF THE DRAWINGS OR TO OBTAIN A CLOSER BALANCE BETWEEN CUT AND FILL. ALL ADJUSTMENTS NEED TO BE APPROVED BY THE ENGINEER AND THE VILLAGE OF GLEN ELLYN.

5. CONTRACTOR TO INSTALL EROSION CONTROL MEASURES AS REQUIRED TO ELIMINATE SEDIMENTATION INTO NON-CONSTRUCTION AREAS.

6. EROSION BLANKET ARE TO BE PLACED ON ALL SLOPES GRADED 3:1 OR GREATER.

RESTORATION:

1. RESTORATION SHALL INCLUDE TOPSOIL, SEEDING, FERTILIZER, MULCH AND THE NECESSARY CARE TO OBTAIN AN ACCEPTABLE STAND OF GRASS.

2. TOPSOIL SHALL BE STOCKPILED AND RESPREAD ON ALL DISTURBED AREAS AS PART OF EARTHWORK, SITE ACCESS AREAS, AND ANY OTHER AREAS DISTURBED BY CONSTRUCTION.

4. CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR ESTABLISHMENT OF TURF, INCLUDING WATERING EQUIPMENT, WATER, AND HOSES.

PAVEMENT:

1. IDOT STANDARD SPECS AND HIGHWAY STANDARDS SHALL BE FOLLOWED (¾" EXPANSION JOINTS IN SIDEWALKS AT NO GREATER THAN 100' INTERVALS; 15' (ADJACENT PCC) AND 25' (ADJACENT HMA) CONTRACTION JOINT SPACING WITH JOINTS SAWED AT T/3 AND SEALED; EXPANSION JOINTS 5' ON EITHER SIDE OF DRAINAGE CASTINGS, AT PC/PT, AND OTHER PLAN LOCATIONS BY ENGINEER.

2. CONTRACTION JOINTS FOR CONCRETE PAVEMENT SHALL BE SAWCUT AT 10-FOOT MAXIMUM INTERVALS TO A DEPTH OF 2.5 INCHES. CONTRACTION JOINT SPACES SHALL BE SEALED WITH A COLD-POURED JOINT COMPOUND. CONCRETE CURING COMPOUND SHALL BE APPLIED AS FINISHING WORK PROCEEDS.

3. PRIOR TO PLACING ANY PAVEMENT MATERIAL, THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY PREPARING AND COMPACTING THE SUBGRADE. THE PAVEMENT BASE COURSE SHALL BE PROOF-ROLLED WITH A FULLY-LOADED DUMP TRUCK. THE ENGINEER SHALL BE NOTIFIED AT LEAST 24 HOURS BEFORE PROOF-ROLLING. ADDITIONAL PROOF-ROLLS MAY BE NECESSARY TO VERIFY THAT ANY UNSTABLE AREAS HAVE BEEN REPAIRED. NO PAVEMENT MATERIAL IS TO BE PLACED ON A WET OR SOFT SUBGRADE. DEVELOPER'S/OWNER'S MATERIAL TESTING AGENT AND VILLAGE ENGINEER OR VILLAGE AGENT SHALL ALSO WITNESS PROCEDURE TO MAKE AND CERTIFY REPAIRS IN WRITING. PROOF ROLLING SHALL BE INCIDENTAL TO PLACEMENT OF PAVEMENT MATERIAL.

4. ALL EXISTING PAVEMENT OR CONCRETE TO BE REMOVED SHALL BE SAWCUT TO A NEAT EDGE ALONG LIMITS OF PROPOSED REMOVAL BEFORE REMOVAL OPERATIONS BEGIN. ALL SAW CUTTING SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.

STORM SEWER:

1. STORM SEWER PIPE MATERIAL SHALL CONFORM TO CLASS B MATERIALS FROM SECTION 550 OF THE IDOT STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

2. SEWER PIPE JOINTS SHALL BE SEALED WITH GASKETS. WATERMAIN QUALITY PIPE JOINTS SHALL BE COMPLY WITH ASTM C-443, WHERE WATERMAIN QUALITY PIPE IS CALLED OUT ON THE PLANS.

3. NO MORE THAN TWO PRECAST ADJUSTING RINGS WITH A MAXIMUM HEIGHT ADJUSTMENT OF 8 INCHES SHALL BE ALLOWED. FOR STRUCTURE ADJUSTMENTS LESS THAN THREE (3) INCHES, ADJUSTING RINGS SHALL BE HDPE. FOR ADJUSTMENTS OVER THREE (3) INCHES, ADJUSTING RINGS MAY BE PRECAST CONCRETE. IN ALL CASES, NO MORE THAN SIX (6) INCHES IN HDPE RINGS ARE ALLOWED FOR ANY GIVEN STRUCTURE ADJUSTMENT.

4. INLETS SHALL BE TWENTY-FOUR (24) INCH DIAMETER PRECAST REINFORCED CONCRETE CONFORMING TO ASTM C-478.

5. FOUR INCHES OF CA-7 CRUSHED GRAVEL OR CRUSHED STONE AGGREGATE SHALL BE USED AS BEDDING UNDER THE PIPE. THE BEDDING STONE SHALL BE GRADED ALONG THE ENTIRE LENGTH OF PIPE TO PROVIDE FULL BEARING. THE BEDDING STONE SHALL EXTEND TO THE SPRINGLINE OF THE PIPE.

6. ANY PIPES OR MANHOLES CONTAINING SEDIMENT SHALL BE CLEANED OUT PRIOR TO FINAL ACCEPTANCE.

7. STORM SEWER MANHOLE JOINTS SHALL BE SEALED WITH "O-RING" GASKETS OR MASTIC MATERIAL.

8. ALL PUBLIC STORM SEWER SHALL BE TELEVISED, WITH VIDEOS PROVIDED TO THE VILLAGE ENGINEER FOR REVIEW AND APPROVAL PRIOR, NOT ONLY TO ACCEPTANCE OF THE STORM SEWER AS PUBLIC IMPROVEMENTS; BUT ALSO PRIOR TO THE PLACEMENT OF ANY PAVEMENT OR OTHER SURFACE IMPROVEMENTS OVER APPLICABLE STORM SEWER SEGMENTS.

SANITARY SEWER

1. PIPE MATERIALS USED FOR SANITARY SEWERS SHALL CONFORM TO THE FOLLOWING MATERIALS WHICH ARE EXPRESSLY MANUFACTURED FOR TRANSMITTING SANITARY SEWAGE AND SHALL COMPLY WITH REQUIREMENTS OF THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY: - SDR26 (MIN. THICKNESS)SOLID WALL PVC PIPE PER ASTM D-3034, AND OTHER APPROVED BY THE EXECUTIVE DIRECTOR OF THE USCD WITH CONCURRENCE OF THE APPROVING AUTHORITY.

2. MANHOLES SHALL COMPLY WITH MINIMUM STANDARDS IN THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS" LATEST EDITION AND SHALL BE A MINIMUM OF 48 INCHES IN DIAMETER. AN EXTERNAL MANHOLE CHIMNEY SEAL SHALL BE REQUIRED ON ALL NEW MANHOLES.

3. MANHOLES AT THE UPSTREAM END OF DEAD END LINES SHALL BE CONSTRUCTED SO THAT INFLUENT SERVICE CONNECTIONS ARE ONLY ATTACHED TO THE MANHOLE AT THE UPSTREAM SIDE. A MINIMUM OF 4 INCHES OF ELEVATION DIFFERENCE FROM THE INVERT OF THE SERVICE CONNECTION TO THE INVERT OF THE OUTLET PIPE SHALL BE PROVIDED. THERE SHALL ALSO BE A CONCRETE CHANNEL CONSTRUCTED FROM THE INVERT OF THE SERVICE CONNECTION TO THE CHANNEL OF THE BENCH OUTLET PIPE.

4. MATERIAL AND REQUIREMENTS FOR PIPE BEDDING, HAUNCHING, AND INITIAL BACKFILL TO 12 INCHES ABOVE THE TOP OF THE PIPE SHALL BE IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS" LATEST EDITION. PREVIOUSLY EXCAVATED MATERIAL IS NOT AN ALLOWABLE MATERIAL, UNLESS THE MATERIAL HAS BEEN TESTED, AT INTERVALS AND FREQUENCIES ACCEPTABLE TO THE APPROVING AUTHORITY, BY A CERTIFIED LABORATORY AND SHOWN TO MEET THE GRADATION REQUIREMENTS FOR ONE OF THE SPECIFIED AGGREGATE MATERIALS.

5. SEWER WYE MATERIAL MUST COMPLY WITH SECTION 100.00, MUST COMPLY WITH APPROPRIATE PROVISIONS OF THE " STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS" LATEST EDITION, AND SHALL BE ENCASED IN GRANULAR BEDDING CONFORMING TO SECTION 130.00.

6. IF A CONNECTION IS TO BE MADE WHERE THERE IS NO WYE, AND THE EXISTING PIPING IS SMALLER THAN 12 INCHES IN DIAMETER, A SECTION OF PIPE SHALL BE REMOVED AND A WYE INSERTED WITH PIPE COUPLINGS, CONFORMING TO SECTION 143.00, AND NEW SECTIONS OF PIPE AS NEEDED. NEW CONNECTIONS TO EXISTING PIPING 12 INCHES IN DIAMETER OR LARGER SHALL BE MADE BY CORE DRILLING THE EXISTING PIPE AND INSTALLING A FLEXIBLE CONNECTOR ASSEMBLY SUCH 'AS KOR-N-TEE LATERAL PIPE CONNECTORS' BY NPK OR ENGINEERED APPROVED EQUAL. 'KOR-N-TEE' LATERAL PIPE CONNECTORS SHALL BE PROPERLY SUPPORTED IN A GRANULAR BASE TO MINIMIZE SETTLEMENT.

7. PIPE COUPLINGS SHALL BE NON SHEAR TYPE TO CONFORM TO THE APPLICABLE PORTIONS OF ASTM C-425, C-443, C-564, C-1173, D-5926 AND D-1869. PIPE COUPLINGS SHALL BE FERNCO 5000 SERIES STRONG BACK COUPLINGS OR ENGINEER APPROVED EQUAL. THE TAKE UP CLAMPS SHALL BE TIGHTENED TO THE MANUFACTURERS RECOMMENDED TORQUE VALVE AND THE JOINTS TESTED IN ACCORDANCE WITH SECTION 160.00, AND THE MANUFACTURERS RECOMMENDATIONS. AFTER THE CONNECTION HAS BEEN INSPECTED, TESTED WHERE REQUIRED, AND APPROVED BY THE APPROVING AUTHORITY, THE ENTIRE CONNECTION SHALL BE ENCASED IN GRANULAR FILL TO A MINIMUM OF 6 INCHES ALL AROUND.

8. WHERE THE INNER EDGE OF THE TRENCH IS WITHIN 2 FEET OF THE EDGE OF THE PAVEMENT, CURB, GUTTER, CURB AND GUTTER, STABILIZED SHOULDER OR SIDEWALK, THE SEWER TRENCH MUST BE BACKFILLED WITH CLSM (CONTROLLED LOW STRENGTH MATERIAL) MEETING THE APPROVING AUTHORITY'S SPECIFICATIONS , OR GRANULAR TRENCH BACKFILL, PLACED IN UNIFORM LAYERS NOT EXCEEDING 6 INCHES THICK AND COMPACTED 95% OF STANDARD PROCTOR UNLESS FLOWABLE FILL IS USED, IN WHICH CASE, THE FILL SHALL BE DESIGNED TO HAVE A COMPRESSIVE STRENGTH BETWEEN 100 TO 200 PSI.

9. JETTING AND WATER SOAKING IS NOT ALLOWED.TESTING SHALL COMPLY WITH PROVISIONS OF THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS" LATEST EDITION WITH THE FOLLOWING EXCEPTIONS:
- THE MINIMUM LEAKAGE SHALL BE 200 GPF/IN.DIA./DAY/MILE OF PIPE INSTEAD OF 240
- ALL REACHES SHALL BE TESTED
- ALL MANHOLES SHALL BE VACUUM TESTED IN ACCORDANCE WITH ASTM C1244-05A.

10. THE SEWER MUST BE CAPABLE OF PASSING A TWO FOOT LONG CYLINDER, WHICH HAS A DIAMETER 1 INCH LESS THAN THE INSIDE DIAMETER OF THE PIPE BEING TESTED.

11. PAVEMENT REPAIR REQUIREMENTS SHALL CONFORM TO AGENCY WITH JURISDICTION OVER RIGHT OF WAY OR EASEMENT WHERE SEWER IS INSTALLED.

12. SANITARY SERVICE LATERALS SHALL BE A MINIMUM 6" DIA., SDR26, AT 1.0%.

13. ALL PIPE CONNECTIONS WITHIN THE VILLAGE OF GLEN ELLYN BOUNDARY, TO BE IN ACCORDANCE WITH GLEN ELLYN VILLAGE STANDARDS.

WATERMAIN & SEWER CONSTRUCTION - GENERAL

BEDDING, HAUNCHING & INITIAL BACKFILL
ALL SANITARY SEWER AND WATER MAIN ON THIS PROJECT SHALL BE BEDDED, HAUNCHED AND INITIAL BACKFILL PLACED IN ACCORDANCE WITH ASTM SPECIFICATION D-2321 AND THE APPLICABLE PARTS OF DIVISION II SECTION 20-4.05 AND 20-4.06 OF THE STANDARD SPECIFICATIONS (ISPE).

THE BEDDING, HAUNCHING AND INITIAL BACKFILL MATERIAL SHALL BE PLACED FROM 6" BELOW THE OUTSIDE DIAMETER OF THE PIPE TO 12" ABOVE THE OUTSIDE OF THE PIPE. EMBEDMENT MATERIALS FOR THE SANITARY SEWER AND WATER MAIN SHALL BE CLASS 1A, 1B, OR II.

IF WET CONDITIONS ARE ENCOUNTERED IN THE TRENCH, A CA-7 BEDDING MATERIAL (CLASS 1A BEDDING PER ASTM D-2321) SHALL BE REQUIRED, AS DIRECTED BY THE ENGINEER.

FINAL BACKFILL
ALL WATER MAIN SHALL BE BACKFILLED IN ACCORDANCE WITH SECTION 20-4.06 OF THE STANDARD SPECIFICATIONS (ISPE). THE MATERIALS USED FOR TRENCH BACKFILL SHALL BE CRUSHED GRAVEL OR CRUSHED STONE WITH IDOT GRADATION NUMBER OF CA 7 (ASTM D 448 GRADATION SIZE 57).

IN ALL AREAS WHERE THE WATER MAIN TRENCH IS LOCATED MORE THAN 2' OUTSIDE OF THE ROADWAYS, DRIVEWAYS, AND SIDEWALKS, THE TRENCH SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH SECTION 20-4.06b, METHOD 2 OF THE STANDARD SPECIFICATIONS (ISPE).

LEGEND

EXISTING

PROPOSED

CURB & GUTTER

BARRIER CURB

EDGE OF PAVEMENT

SANITARY SEWER

STORM SEWER

DRAIN TILE

UNDERDRAIN

SILT FENCE

CABLE

ELECTRIC

GAS

TELEPHONE

WATER

OVERHEAD WIRE

MANHOLE

CATCH BASIN

INLET

FLARED END SECTION (FES)

METAL (FES)

REMOVE STRUCTURE

VALVE VAULT

VALVE & BOX

BUFFALO BOX

HYDRANT

GAS VALVE

HANDHOLE

INLET FILTER BASKET

UTILITY PEDESTAL

UTILITY POLE

UTILITY POLE LIGHT

STREET LIGHT

STREET LIGHT CONTROLLER

BORING LOCATION

MAIL BOX

SIGN

FENCE

REMOVE TREE

TREE(DECIDUOUS)

SIDEWALK REMOVE & REPLACE

DRIVEWAY REMOVE & REPLACE

ENGINEERING
RESOURCE ASSOCIATES

35701 WEST AVENUE, SUITE 150
GLEN ELLYN, ILLINOIS 60135-9655
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PATRICK J MURPHY
BUILDERS

HILL AVENUE GLEN ELLYN
PROJECT 150106

GLEN ESTATES

HILL AVENUE GLEN ELLYN
PROJECT 150106

DATE : 04-30-2020

PROJECT # : 150106.00

PROF. DESIGN # : 184.001186

DRAWN BY : TF

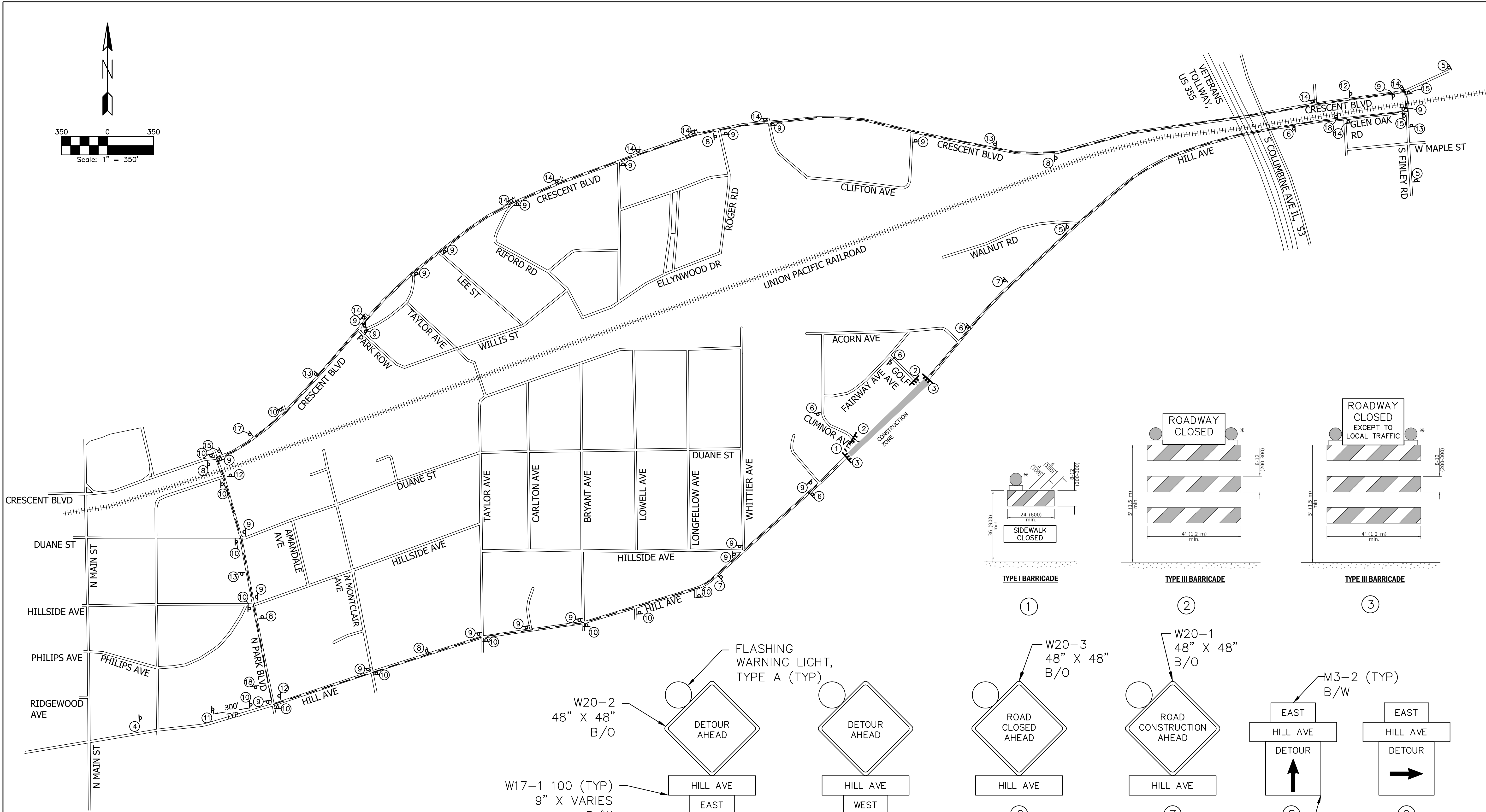
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DESCRIPTION: G:\PROJECTS\Patrick J Murphy Builders Inc\150106.00 HillAveGlenEllyn\CADD\ SHEETS\150106 SHEET C-2.0_GeneralNotes.dwg

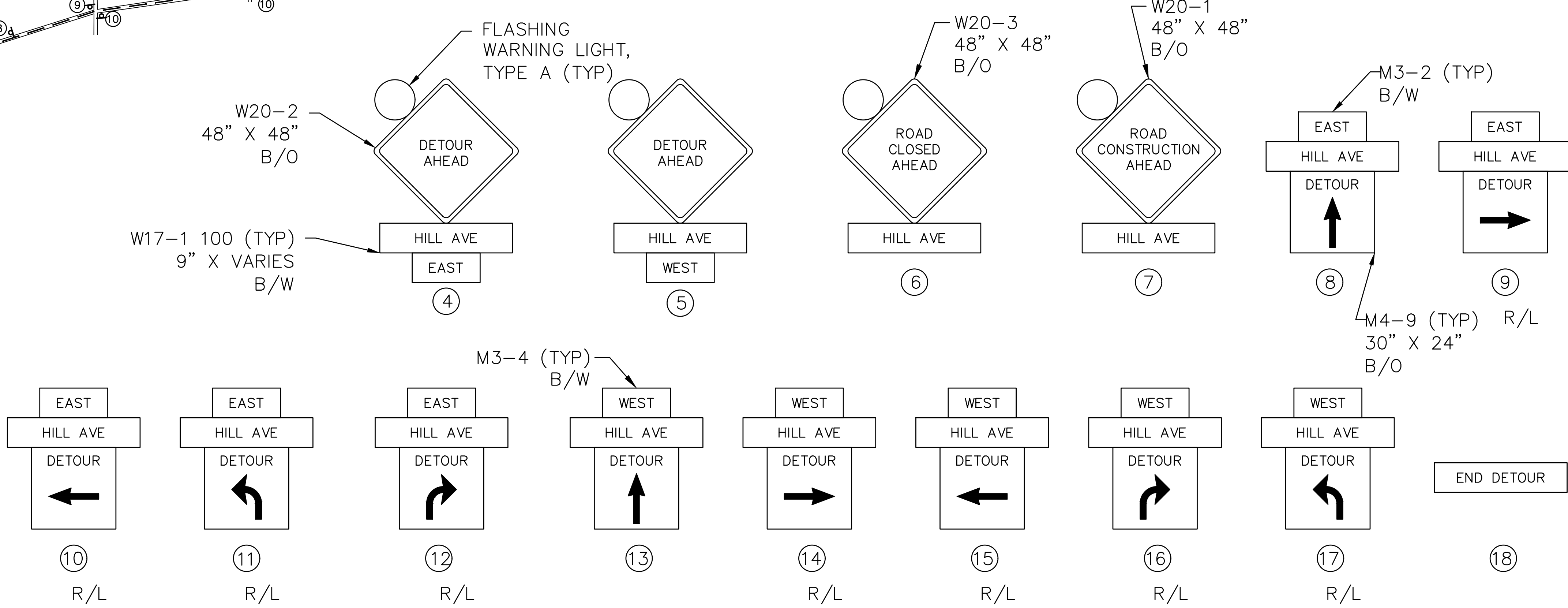
GENERAL NOTES

C-2.0
SHEET

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- NOTES:
1. ALL TRAFFIC CONTROL DEVICES SHALL BE INSTALLED BEFORE CONSTRUCTION BEGINS.
 2. THIS TRAFFIC CONTROL SHALL BE UTILIZED FOR SIX (6) WEEKS. ADDITIONAL DETOUR DURATION WILL NEED TO BE APPROVED BY GLEN ELLYN.
 3. LOCAL TRAFFIC SHALL NEED TO PASS THROUGH ONE OF THE INTERSECTIONS DURING CONSTRUCTION AT ALL TIMES, IF NO SAFE PATHWAY EXISTS FOR LOCAL VEHICULAR TRAFFIC, CONTRACT SHALL COORDINATE WITH HOMEOWNERS AND CITY PRIOR TO CONSTRUCTION.



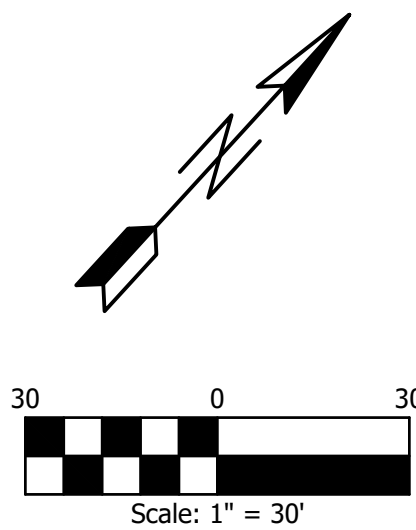
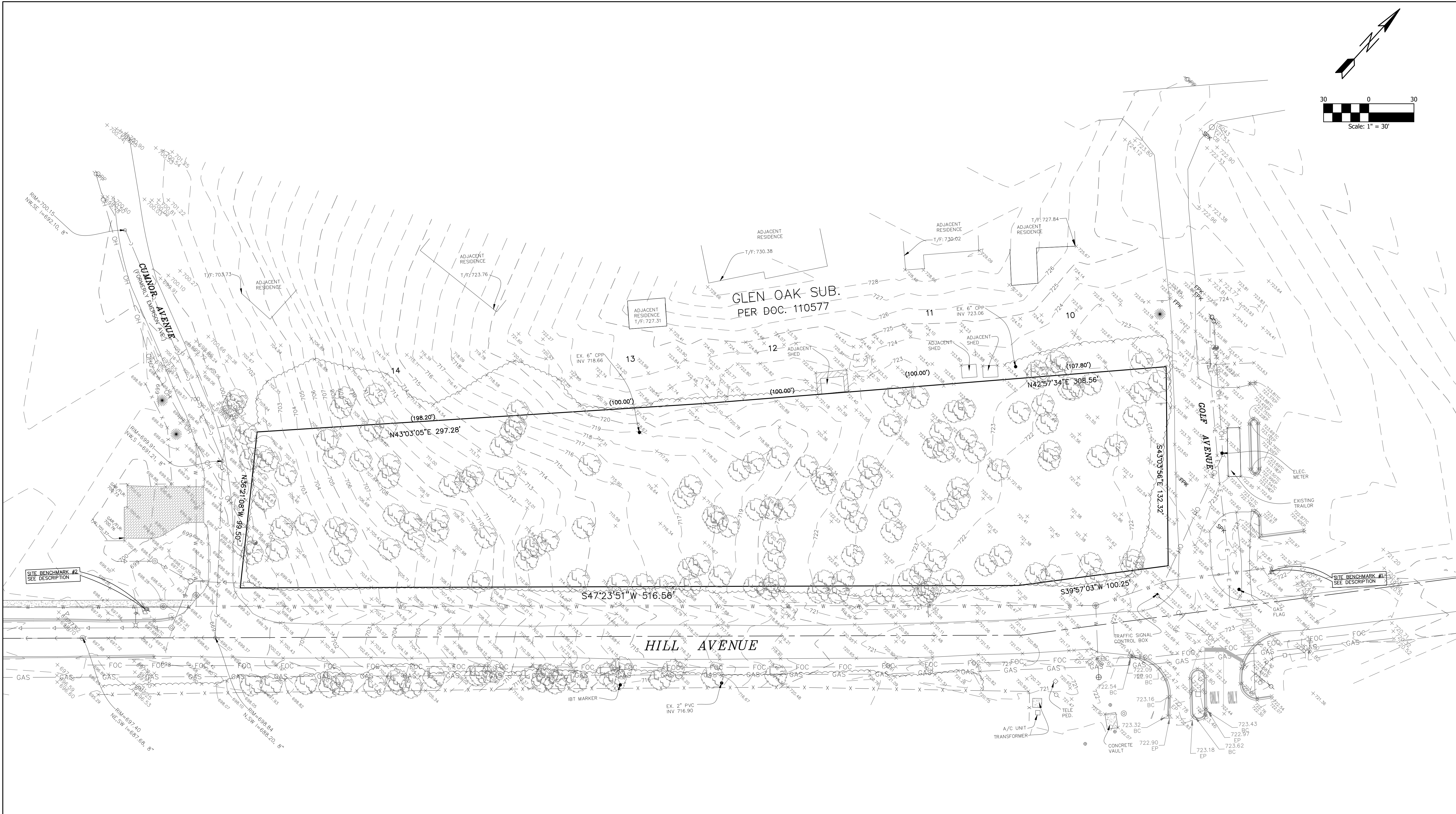
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PATRICK J MURPHY
BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

DATE	: 04-30-2020
PROJECT #	: 150106.00
PROF. DESIGN #	: 184.001186
DRAWN BY	: TF
CHECKED BY	: NAV
DESCRIPTION: MAINTENANCE OF TRAFFIC CONTROL PLAN	

C-3.0
SHEET



SITE BENCHMARK #1:
ARROW BOLT ON HYDRANT ALONG THE NORTHERLY
SIDE OF HILL AVENUE APPROX. 70 FEET EASTERLY OF
PROJECT SITE.

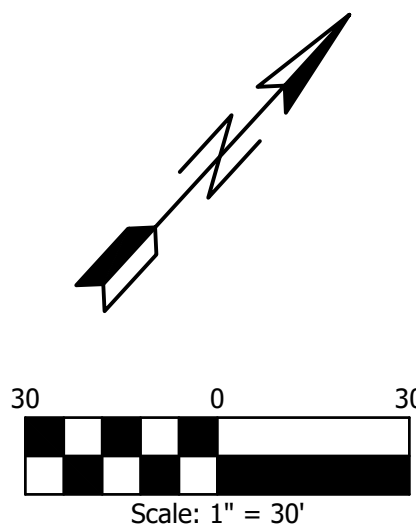
ELEV: 724.090 (NAVD 88)

SITE BENCHMARK #2:
ARROW BOLT ON HYDRANT ALONG THE NORTHERLY
SIDE OF HILL AVENUE APPROX. 64 FEET WESTERLY OF
PROJECT SITE.

ELEV: 700.532 (NAVD 88)

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PATRICK J MURPHY BUILDERS	
GLEN ESTATES HILL AVENUE GLEN ELLYN PROJECT 150106	
08-20-2021 PERMIT REVISION #6 04-30-2020 PERMIT SUBMITTAL DESCRIPTION:	
DATE : 04-30-2020	PROJECT # : 150106.00
PROF. DESIGN # : 184.001186	DRAWN BY : TF
CHECKED BY : NAV	
EXISTING CONDITIONS	
C-4.0 SHEET	

G:\PROJECTS\Patrick J Murphy Builders Inc\150106.00 Hill+GlenEllyn\CADD\150106 SHEET C-4.0-ExistingConditions.dwg





NOTES:

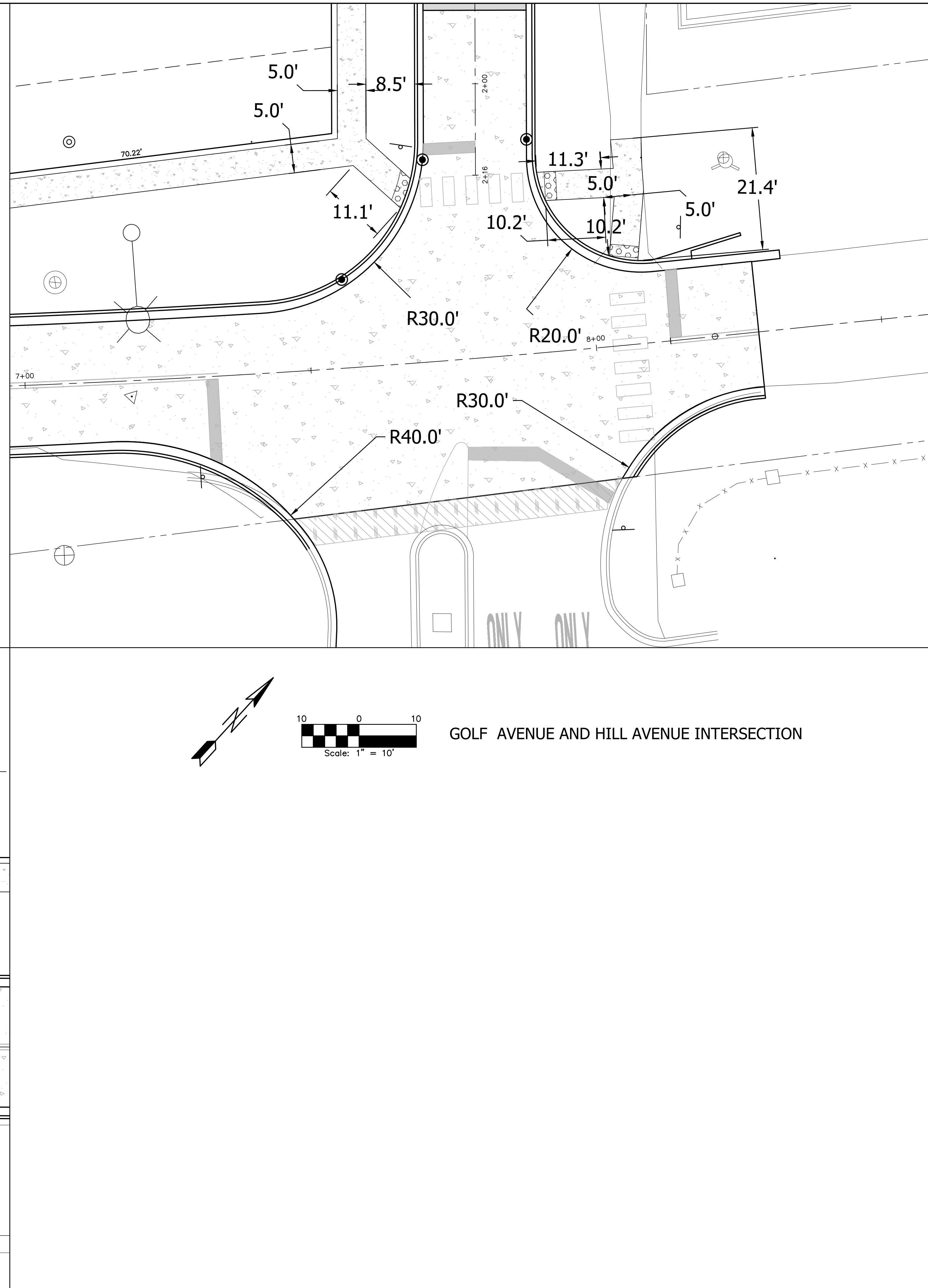
- A BMP STORAGE BASIN SHALL BE INSTALLED WITHIN OUTLOT 8. THIS STORAGE AREA SHALL PROVIDE BMP VOLUME FOR THE ENTIRE PARCEL.
- THE IMPERVIOUS AREA OF PUBLIC IMPROVEMENTS WITHIN THE PARCEL (PUBLIC SIDEWALK, ROADWAY, AND DRIVEWAY APRONS) HAS BEEN QUANTIFIED TO BE 7,756 S.F. THIS RESULTS IN AN ALLOWABLE IMPERVIOUS AREA OF 17,244 S.F. TO BE SPREAD ACROSS 7 LOTS, GIVING EACH LOT AN ADDITIONAL 2,463 S.F. OF ALLOWABLE IMPERVIOUS AREA FOR THE RESIDENCE, PRIVATE DRIVEWAY, AND ANY PRIVATE SIDEWALKS, PATIOS, OR FUTURE IMPERVIOUS AREAS.

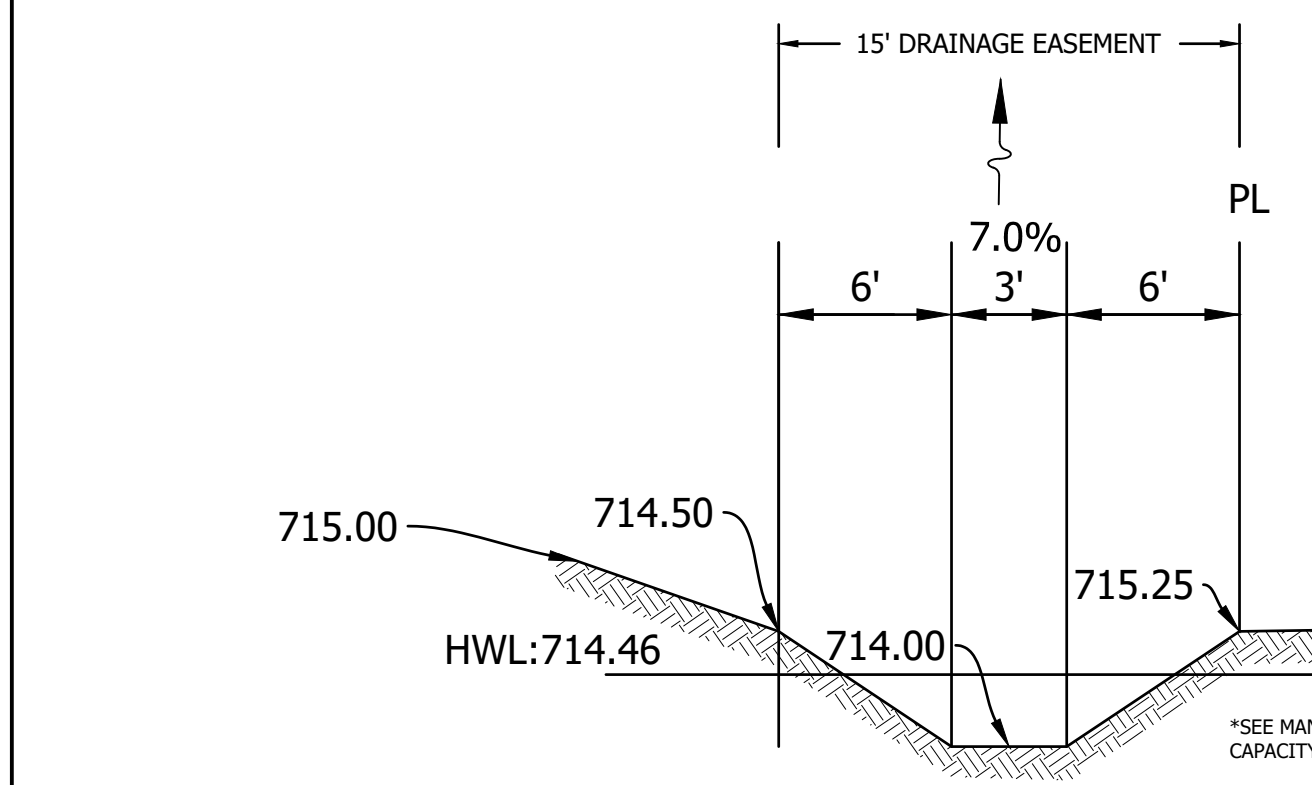
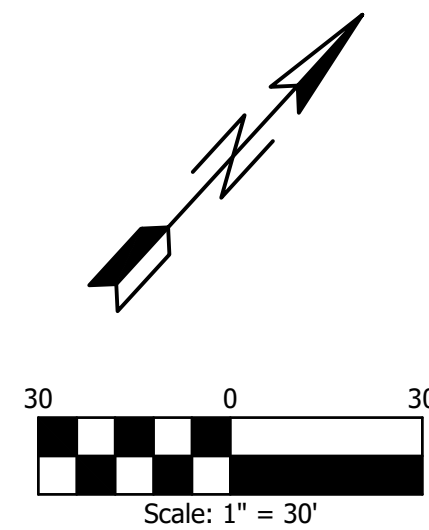
TOTAL IMPERVIOUS AREA	
TYPE	AREA (SF)
SIDEWALK	4,409
DRIVEWAY APRONS	1,807
LOT IMPERVIOUS AREA (2,463 SF X 7 LOTS)	17,241
PROPOSED ROADWAY PAVEMENT	4,842
EXISTING ROADWAY REMOVED	-3,302
TOTAL	24,997

	LOT AREA (SF)	LOT AREA (ACRES)	LOT COVERAGE AREA*** RATIO (MAXIMUM 23%) (SF)	LOT COVERAGE AREA*** RATIO (MAXIMUM 23%) (ACRES)	LOT IMPERVIOUS COVERAGE** (SF)	LOT IMPERVIOUS COVERAGE** (ACRES)
LOT 1	9,887	0.227	2,274	0.052	2,463	0.057
LOT 2	9,850	0.226	2,266	0.052	2,463	0.057
LOT 3	9,719	0.223	2,235	0.051	2,463	0.057
LOT 4	9,829	0.226	2,261	0.052	2,463	0.057
LOT 5	9,903	0.227	2,278	0.052	2,463	0.057
LOT 6	9,970	0.229	2,293	0.053	2,463	0.057
LOT 7	9,973	0.229	2,294	0.053	2,463	0.057
OUTLOT 8	5,113	0.117	0	0	0	0
TOTAL AREA	74,244	1.704			17,241	0.396

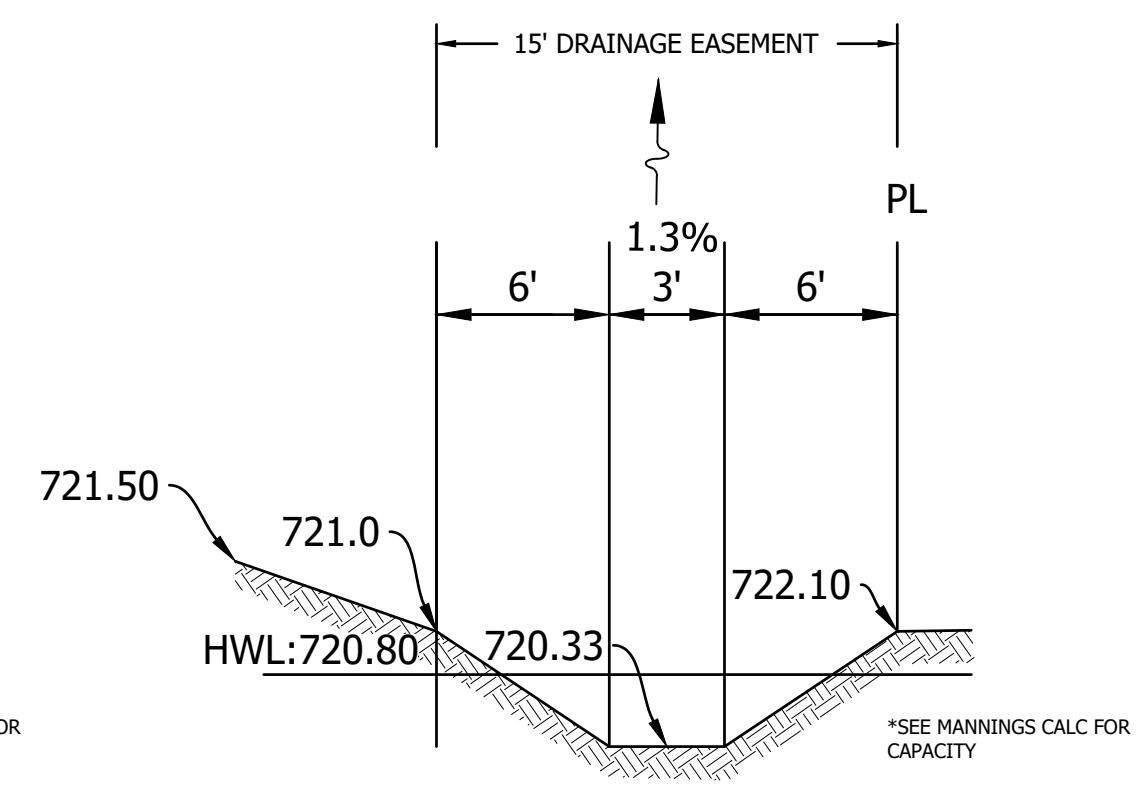
** TOTAL AREA OF ALL IMPERVIOUS SURFACES (HOUSE, PATIO, DRIVEWAY, WALKWAY, SHED, ETC.)

*** TOTAL AREA OF ALL ROOFED STRUCTURES (HOUSE, SHED, GAZEBO, ETC.)

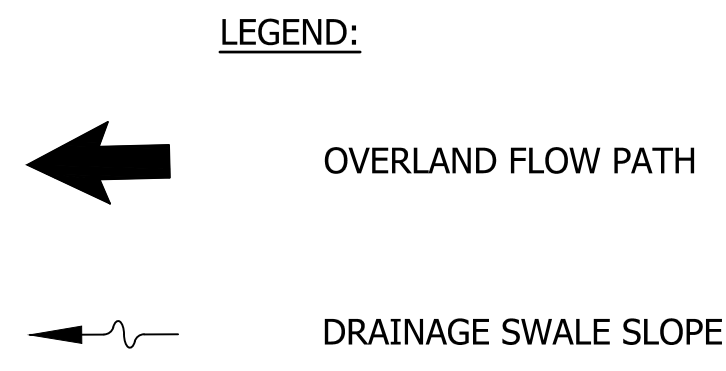




REAR YARD SWALE CROSS SECTION A-A
N.T.S.

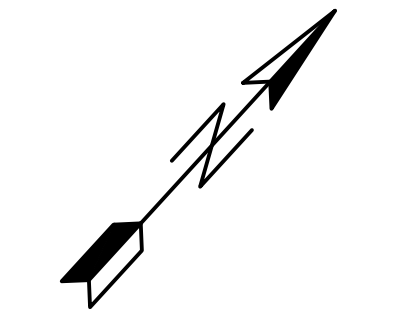
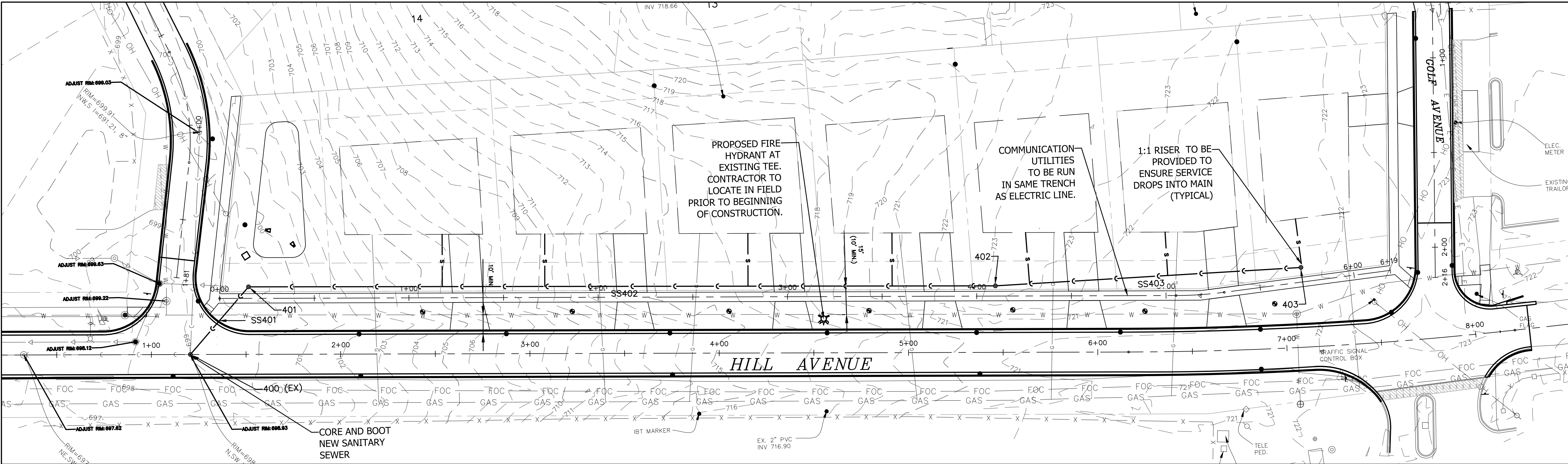


REAR YARD SWALE CROSS SECTION B-B
N.T.S.



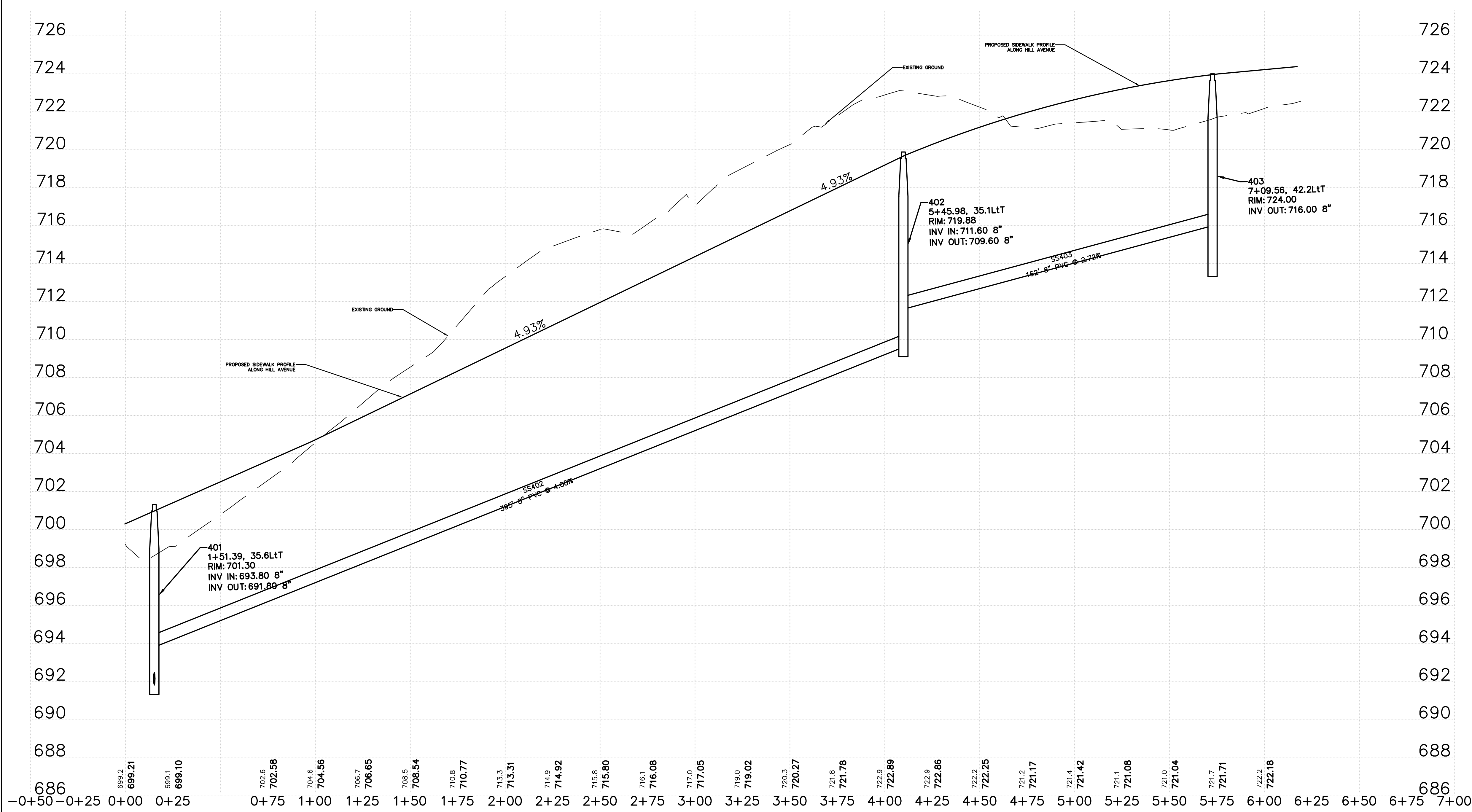
- NOTES:
1. STORMWATER MANAGEMENT CONVEYANCE FACILITIES (SEWERS, SWALES) MUST BE INSTALLED AT THE BEGINNING OF CONSTRUCTION TO AVOID IMPACTS TO OFFSITE PROPERTIES.
 2. ROADWAY SPOT ELEVATIONS ARE MEASURED AS THE EDGE OF PAVEMENT ELEVATION
 3. IN ALL SITUATIONS THE ADJACENT GRADE NEXT THE BUILDINGS SHALL BE AT MINIMUM 0.5' BELOW THE TOP OF FOUNDATION AND SLOPE AWAY FROM THE STRUCTURE.
 4. ALL GRADE TRANSITIONS SHALL BE SMOOTH, NO ABRUPT CHANGES TO ELEVATIONS SHALL BE ALLOWED IN PAVEMENT OR GRASSED AREAS.
 5. CONTOURING SHALL BE USED AS A GUIDE AND ELEVATIONS SHALL NOT BE INTERPOLATED ALONG LINES.
 6. REFER TO SHEET 11.0 & 11.1 FOR INTERSECTION SIDEWALK DETAILS.

ENGINEERING RESOURCE ASSOCIATES 35701 WEST AVENUE, SUITE 150 DENVER, COLORADO 80235 PHONE (303) 793-3900 FAX (303) 793-3152 www.eraconsultants.com	
PATRICK J MURPHY BUILDERS	
GLEN ESTATES HILL AVENUE GLEN ELLYN PROJECT 150106	
08-20-2021 PERMIT REVISION #6 04-30-2020 PERMIT SUBMITTAL DESCRIPTION: : NAV	
DATE : 04-30-2020	PROJECT # : 150106.00
PROF. DESIGN # : 184.001186	DRAWN BY : TF
CHECKED BY : NAV	DATE : 04-30-2020
CONTOUR GRADING PLAN	
C-7.0 SHEET	



UTILITY LEGEND

- # UTILITY CROSSING
- W WATER SEWER
- S SANITARY SEWER
- S SANITARY SERVICE (6" PVC)
- S STORM SEWER
- S SUMP PUMP LINE (6" PVC)
- E ELECTRIC UTILITY
- G GAS SERVICE
- SANITARY MANHOLE
- STORM MANHOLE



SANITARY STRUCTURES

- 400 (EX)
EXISTING STRUCTURE
1+20.59 0.00'
RIM: 698.98'
INV: 690.20' 8" N
INV: 688.20' 8" SW
INV: 688.20' 8" NW
- 401
4' MH TYPE A F&G
1+51.39 -35.65'
RIM: 701.30'
INV: 693.80' 8" NE
INV: 691.80' 8" S
- 402
4' MH TYPE A F&G
5+45.98 -35.12'
RIM: 719.88'
INV: 711.60' 8" NE
INV: 709.60' 8" SW
- 403
4' MH TYPE A F&G
7+09.56 -42.15'
RIM: 724.00'
INV: 716.00' 8" SW

SANITARY PIPES

- SS403: 162' - 8" PVC SANITARY SEWER @ 2.72%
- SS402: 395' - 8" PVC SANITARY SEWER @ 4.00%
- SS401: 47' - 8" PVC SANITARY SEWER @ 3.40%

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PATRICK J MURPHY
BUILDERS

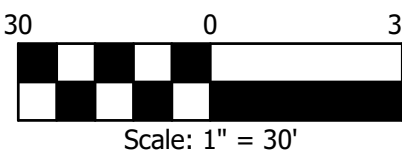
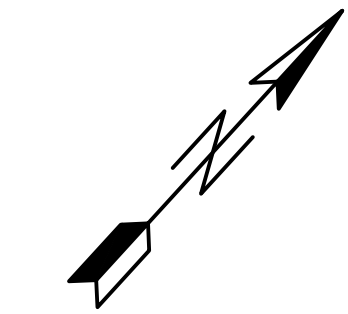
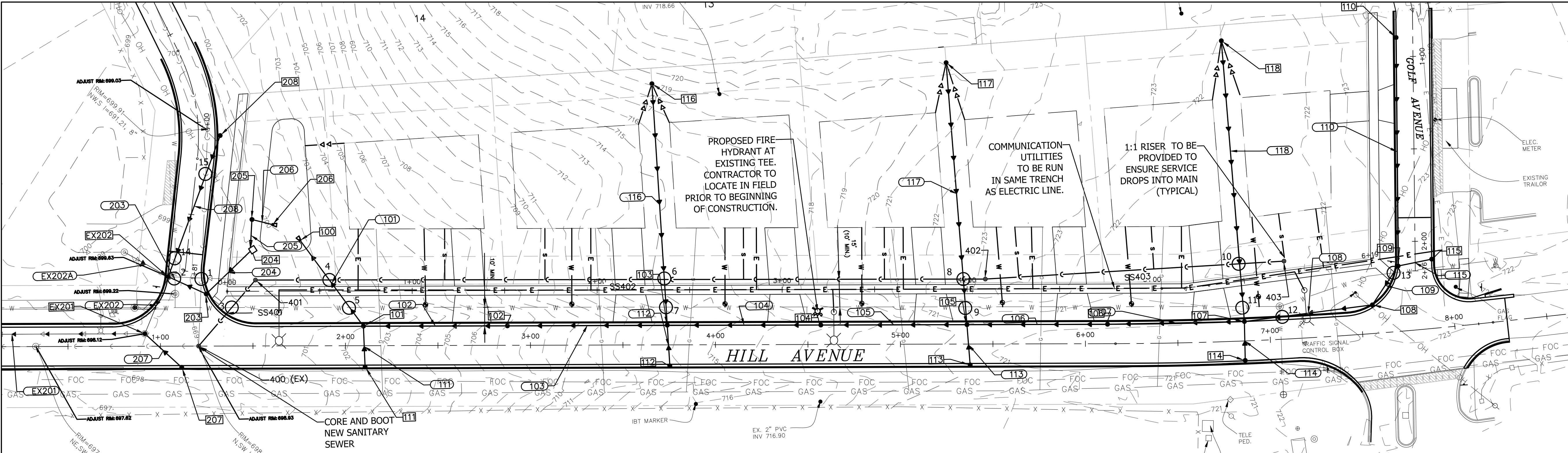
GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

DATE	: 04-30-2020
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CHECKED BY	: NAV

UTILITY PLAN & SANITARY PROFILE

C-8.0
SHEET

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UTILITY
LEGEND

- # UTILITY CROSSING
- W WATER SEWER
- S SANITARY SEWER
- S SANITARY SERVICE (6" PVC)
- S STORM SEWER
- S SUMP PUMP LINE (6" PVC)
- E ELECTRIC UTILITY
- GAS SERVICE
- SANITARY MANHOLE
- STORM MANHOLE

UTILITY NOTES:

1. STORMWATER MANAGEMENT CONVEYANCE FACILITIES (SEWERS, SWALES) MUST BE INSTALLED AT THE BEGINNING OF CONSTRUCTION TO AVOID IMPACTS TO OFFSITE PROPERTIES.
2. OVERHEAD UTILITIES ON GOLF AND CUMNOR TO BE UNDERGROUND. DIRECTIONAL BORE WHERE GOING UNDER EXISTING IMPROVEMENTS.
3. ELECTRIC, COMMUNICATION, AND GAS LINES TO BE AT LEAST 18" ABOVE WATER, SANITARY, AND STORM UTILITIES.
4. MINIMUM 10' SEPARATION BETWEEN WATERMAIN AND STORM OR SANITARY MAINS THAT RUN PARALLEL.
5. ALL SANITARY SERVICES WILL EXTEND FROM MAIN AT 2% UNTIL 10' PAST WATER MAIN, THEN A 1:1 RISER WILL BE INSTALLED.
6. ALL SANITARY SERVICE LINES SHALL BE PVC SDR 26, MEETING THE REQUIREMENTS OF ASTM D-2241 AND THE FITTINGS SHALL MEET THE REQUIREMENTS OF ASTM D-3212.

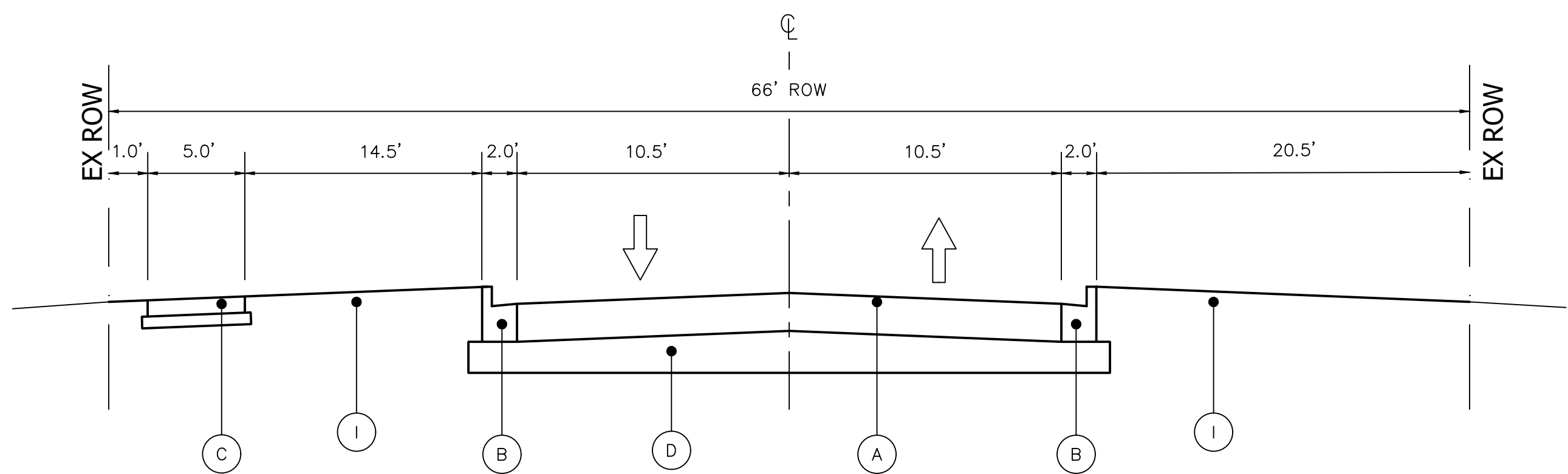
Top Crossing			Bottom Crossing		
Crossing #	Type	Bottom of Pipe Elevation	Type	Top of Pipe Elevation	Elevation Difference (Ft)
1	Storm	694.75	Sanitary	689.85	4.90
2	Storm	694.19	Water	691.90	2.29
3	Water	693.30	Sanitary	691.80	1.50
4	Storm	699.24	Sanitary	695.99	3.26
5	Storm	699.35	Water	697.13	2.22
6	Storm	707.62	Sanitary	703.23	4.39
7	Storm	707.59	Water	706.05	1.54
8	Storm	712.11	Sanitary	709.79	2.32
9	Water	713.42	Storm	711.46	1.95
10	Storm	717.41	Sanitary	715.71	1.70
11	Storm	717.84	Water	716.33	1.51
12	Storm	717.51	Water	715.90	1.61
13	Storm	718.98	Water	717.45	1.53
14	Storm	695.96	Water	692.50	3.46
15	Storm	696.84	Sanitary	691.32	5.52

STORM STRUCTURES

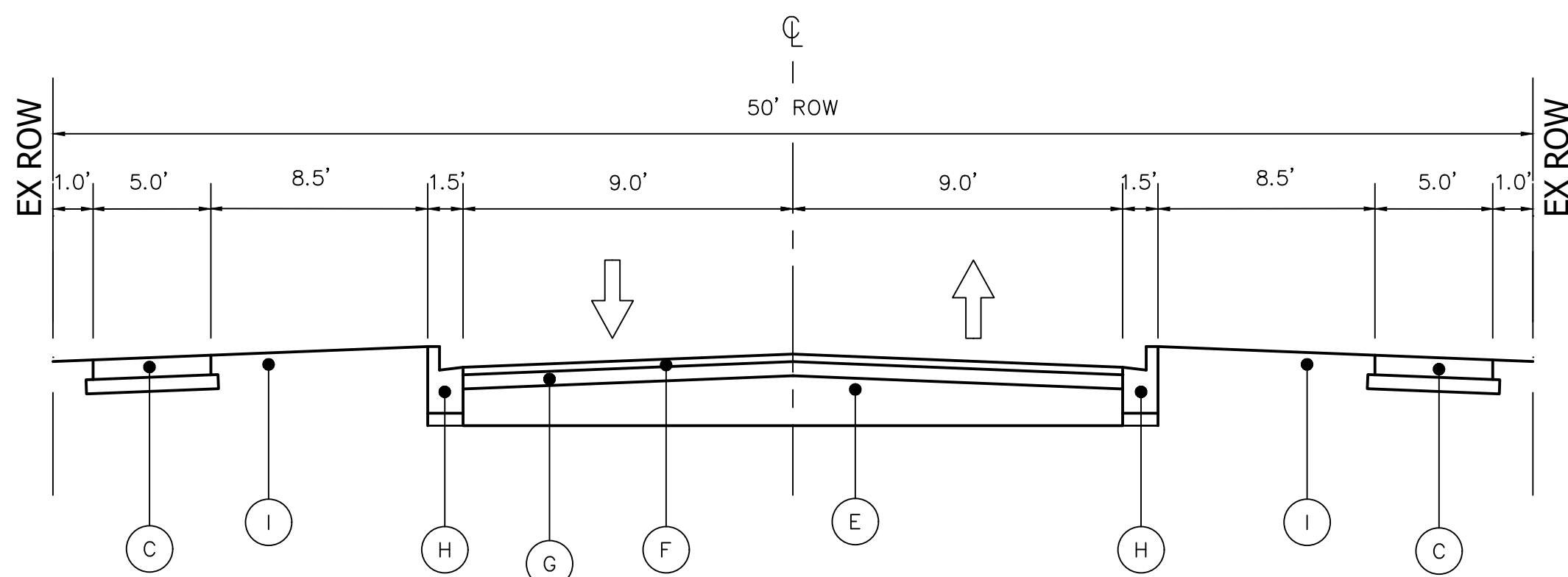
100 1+75.62, 57.07'Lt 27" FES RIM: 701.76 INV:698.20 (27.00,E)	106 6+11.95, 10.50'Lt 4' MH TYPE 3 F&G RIM: 720.98 INV:716.06 (15.00,NE) INV:715.82(18.00,SW)	112 3+75.31, 11.36'Rt 4' INLET TYPE 3 F&G RIM: 710.09 INV:707.56(12.00,NW)	118 6+79.30, 162.68'Lt 4' MH TYPE 8 F&G RIM: 722.31 INV:719.06(12.00,SE)	208 1+32.56, 113.83'Lt 4' INLET TYPE 11 F&G RIM: 699.62 INV:696.27(12.00,S)
101 2+09.73, 10.57'Lt 4' MH TYPE 3 F&G RIM: 702.31 INV:698.99 (21.00,NE) INV:699.64 (12.00,SE) INV:698.49(27.00,W)	107 6+86.37, 10.50'Lt 4' MH TYPE 3 F&G RIM: 722.67 INV:717.92 (15.00,NE) INV:718.30 (12.00,SE) INV:717.91(15.00,SW)	113 5+37.67, 11.29'Rt 4' INLET TYPE 3 F&G RIM: 717.99 INV:714.74(12.00,NW)	203 4' MH TYPE 11 F&G RIM: 699.80 INV:694.55 (18.00,N) INV:694.48(18.00,W)	EX200 EXISTING 4' STRUCTURE RIM: 694.54 INV:692.50 (18.00,NE)
102 2+87.53, 10.50'Lt 4' MH TYPE 3 F&G RIM: 706.14 INV:702.61 (21.00,NE) INV:700.70(21.00,SW)	108 7+56.42, 15.48'Lt 4' MH TYPE 3 F&G RIM: 723.00 INV:719.32 (15.00,N) INV:719.31(15.00,SW)	114 6+85.99, 10.55'Rt 4' INLET TYPE 3 F&G RIM: 722.47 INV:718.72(12.00,NW)	204 1+48.66, 51.17'Lt SQUARE STRUCTURE WITH 4'X4' GRATE RIM: 702.50 INV:695.71 (12.00,NW) INV:695.21(18.00,S)	EX201 0+91.58, 6.78'Lt EXISTING 4' STRUCTURE RIM: 698.12 INV:694.14 (18.00,N) INV:694.44 (12.00,E) INV:693.94(18.00,SW)
103 3+73.97, 10.64'Lt 4' MH TYPE 3 F&G RIM: 710.33 INV:706.50 (18.00,NE) INV:706.50 (12.00,SE) INV:706.50 (12.00,NW) INV:704.51(21.00,SW)	109 7+72.22, 35.31'Lt 4' MH TYPE 11 F&G RIM: 723.93 INV:719.82 (15.00,NW) INV:720.20 (12.00,NE) INV:719.82(15.00,S)	115 7+90.97, 37.37'Lt 4' INLET TYPE 11 F&G RIM: 723.73 INV:720.29(12.00,SW)	205 1+49.60, 68.40'Lt 4' RESTRICTOR MH CLOSED LID RIM: 702.40 INV:698.00 (12.00,NE) INV:696.09(12.00,SE)	EX202 1+04.27, 37.55'Lt 4' MH TYPE 11 F&G RIM: 699.33 INV:694.14 (18.00,E) INV:694.14 (15.00,W) INV:694.64 (12.00,N) INV:694.14(18.00,S)
104 4+57.00, 10.50'Lt 4' MH TYPE 3 F&G RIM: 714.69 INV:710.32 (18.00,NE) INV:708.33(18.00,SW)	110 7+82.44, 158.51'Lt 4' INLET TYPE 11 F&G RIM: 723.55 INV:720.44(15.00,SE)	116 3+66.02, 141.21'Lt 4' MH TYPE 8 F&G RIM: 718.78 INV:712.78(12.00,SE)	206 1+60.77, 65.61'Lt 12" FES RIM: 699.43 INV:698.20(12.00,SW)	
105 5+35.98, 10.50'Lt 4' MH TYPE 3 F&G RIM: 718.26 INV:714.30 (18.00,NE) INV:714.30 (12.00,SE) INV:714.30 (12.00,NW) INV:712.29(18.00,SW)	111 2+10.57, 11.54'Rt 4' INLET TYPE 3 F&G RIM: 702.01 INV:699.75(12.00,NW)	117 5+25.08, 152.18'Lt 4' MH TYPE 8 F&G RIM: 722.98 INV:717.14(12.00,SE)	207 1+11.44, 11.47'Rt 4' INLET TYPE 3 F&G RIM: 698.48 INV:694.71(12.00,W)	

STORM PIPES

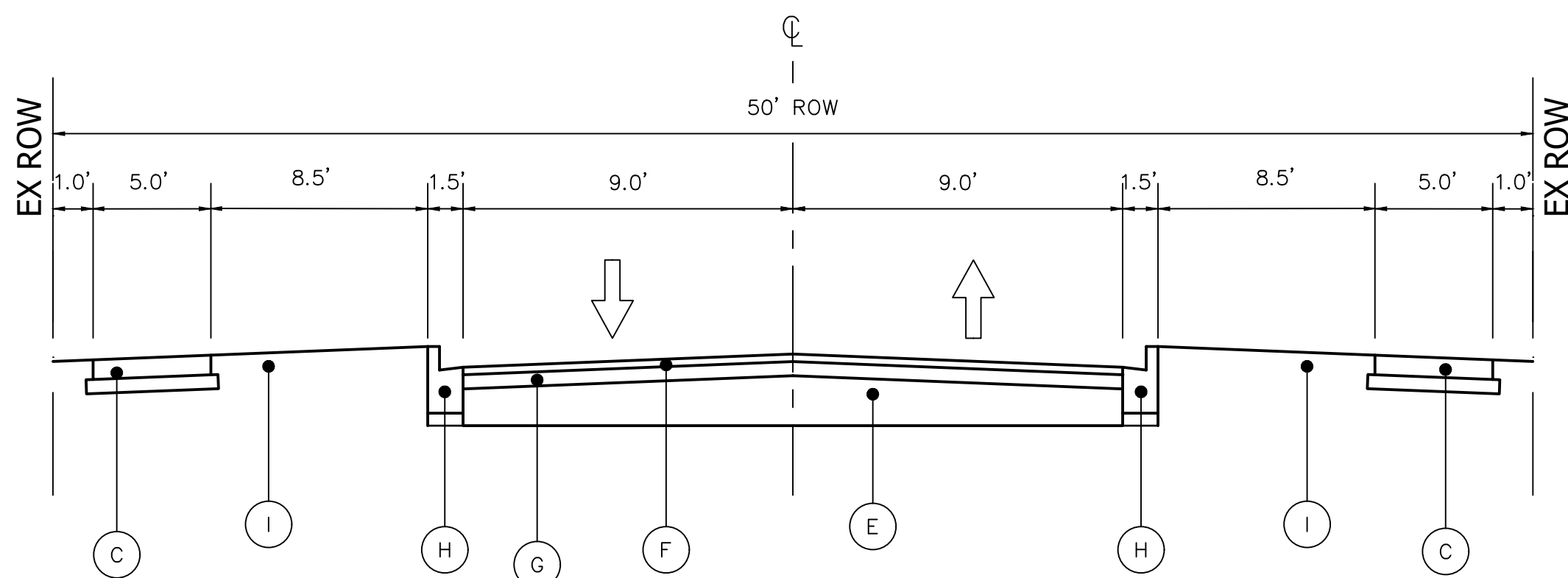
101: 58LF - 27" STORM SEWER @ 0.50%	205: 17LF - 12" STORM SEWER @ 2.20%
102: 78LF - 21" STORM SEWER @ 2.20%	206: 12LF - 12" STORM SEWER @ 1.70%
103: 86LF - 21" STORM SEWER @ 2.20%	207: 27LF - 12" STORM SEWER @ 1.00%
104: 83LF - 18" STORM SEWER @ 2.20%	208: 81LF - 12" STORM SEWER @ 2.00% (C900)
105: 79LF - 18" STORM SEWER @ 2.50%	EX201: 144LF - 18" STORM SEWER @ 1.00%
106: 76LF - 18" STORM SEWER @ 2.00% (C900)	EX202: 33LF - 18" STORM SEWER @ 0.00%
107: 74LF - 15" STORM SEWER @ 2.50% (C900)	EX202A: 27LF - 15" STORM SEWER @ 1.00%
108: 70LF - 15" STORM SEWER @ 2.00% (C900)	
109: 25LF - 15" STORM SEWER @ 2.00% (C900)	
110: 124LF - 15" STORM SEWER @ 0.50%	
111: 22LF - 12" STORM SEWER @ 0.50%	
112: 22LF - 12" STORM SEWER @ 4.80%	
113: 22LF - 12" STORM SEWER @ 2.00%	
114: 21LF - 12" STORM SEWER @ 2.00%	
115: 19LF - 12" STORM SEWER @ 0.50%	
116: 131LF - 12" STORM SEWER @ 4.80%	
117: 142LF - 12" STORM SEWER @ 2.00%	
118: 152LF - 12" STORM SEWER @ 0.50%	
203: 23LF - 18" STORM SEWER @ 1.50%	
204: 33LF - 18" STORM SEWER @ 2.00%	



PROPOSED TYPICAL SECTION
HILL AVENUE



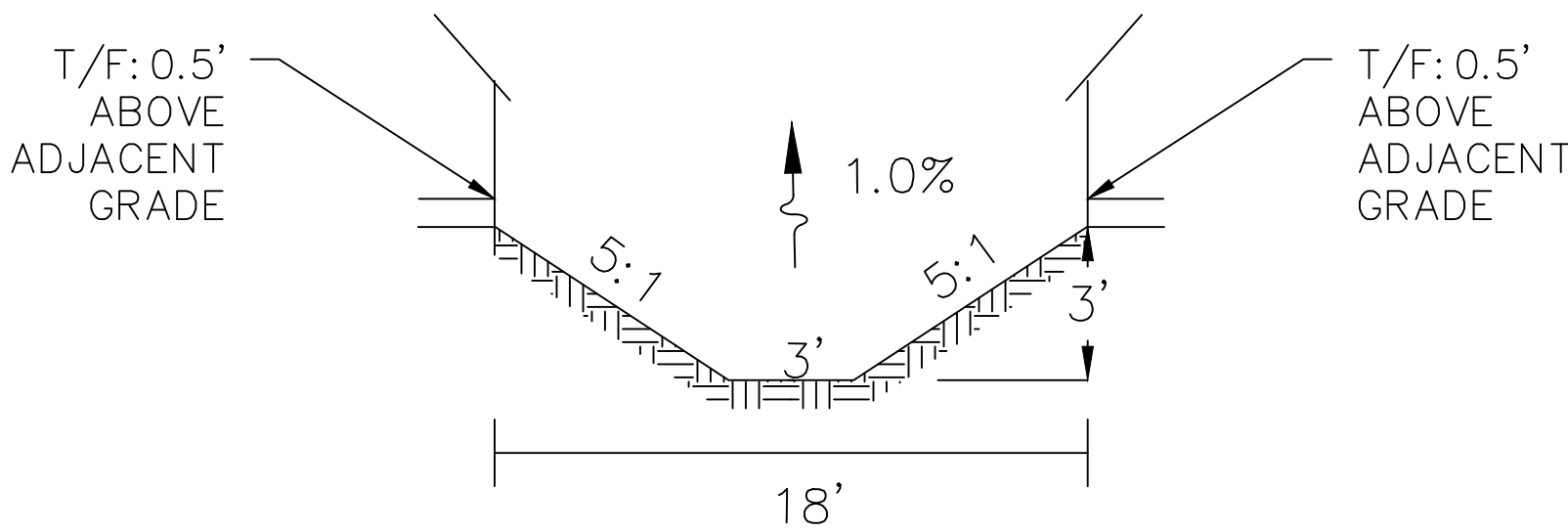
PROPOSED TYPICAL SECTION
GOLF AVENUE



PROPOSED TYPICAL SECTION
CUMNOR AVENUE

PROPOSED LEGEND

- A PCC FULL DEPTH PAVEMENT, 8 "
- B COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18
- C PORTLAND CEMENT CONCRETE SIDEWALK (5')
SUBBASE GRANULAR MATERIAL, TYPE B 4"
- D AGGREGATE SUBGRADE IMPROVEMENT, 12"
- E AGGREGATE SUBBASE 8"
- F HMA SURFACE COURSE, 2"
- G HMA BINDER COURSE, 4.25"
- H COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12
- I 4" TOPSOIL AND LAWN SEED MIX



TYPICAL SIDE-YARD SWALE
N.T.S.

EXISTING LEGEND

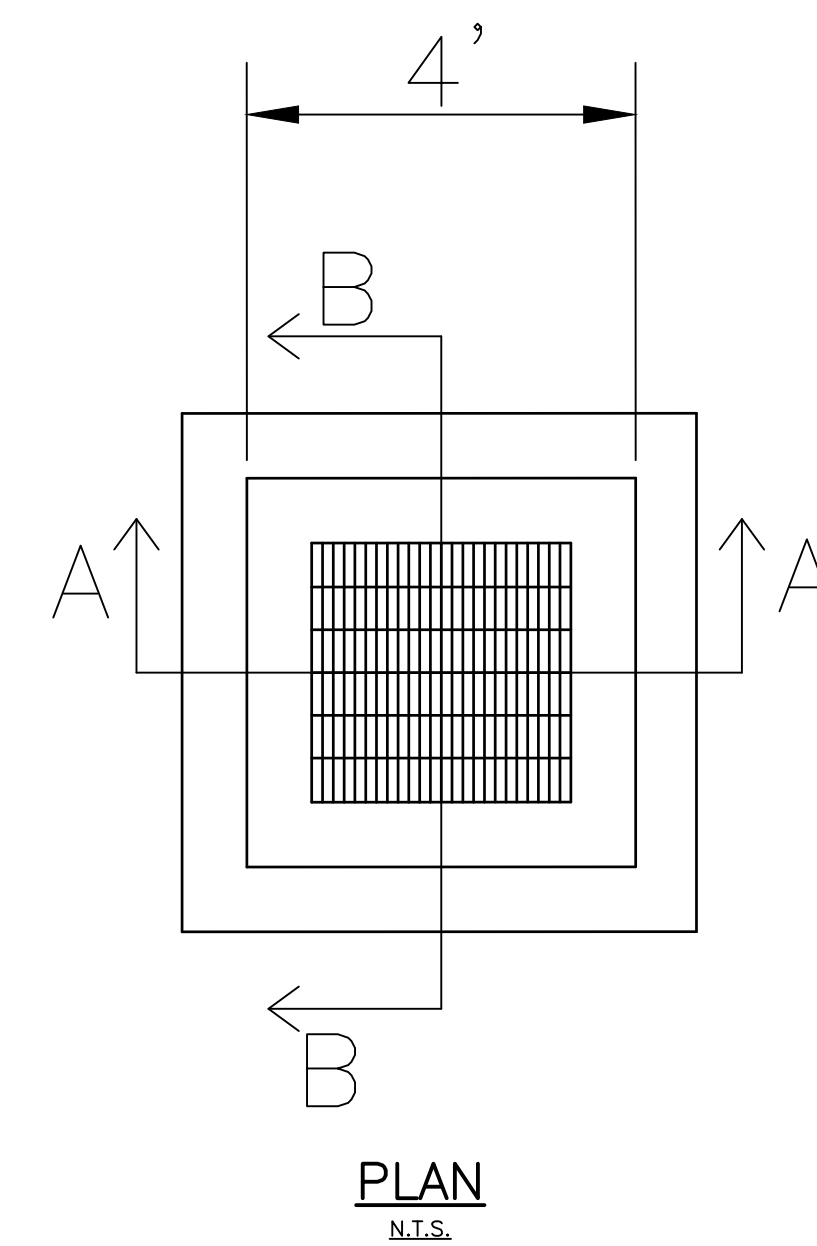
- 1 EXISTING ASPHALT PAVEMENT
- 2 EXISTING AGGREGATE SHOULDER
- 3 EXISTING SUBGRADE

HOT-MIX ASPHALT MIXTURE REQUIREMENTS

MIXTURE TYPE	AC TYPE	AIR VOIDS @ NDES
FULL DEPTH PAVEMENT, 6.25" HOT MIX ASPHALT SURFACE COURSE, MIX "D", N50; 2.0" HOT MIX ASPHALT BINDER COURSE, IL-19.0L, N50; 4.25"	PG 64-22 PG 64-22	4% @ 50 GYR. 4% @ 50 GYR.

THE UNIT WEIGHT USED TO CALCULATE ALL HOT-MIX ASPHALT MIXTURES IS 112 LBS/SQ YD/IN.

QUALITY MANAGMENET PROGRAM (QMP) SHALL BE QUALITY CONTROL/QUALITY ASSURANCE (QC/QA) FOR ALL HOT-MIX ASPHALT PAVEMENTS



15'

8'

OVERFLOW WEIR HWL FOR 100-YR CAPACITY: 702.50

GRATE HWL FOR 10-YR CAPACITY: 701.50

START OF OVERFLOW WEIR

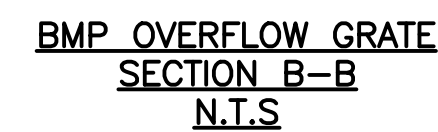
GRATE RIM: 701.00

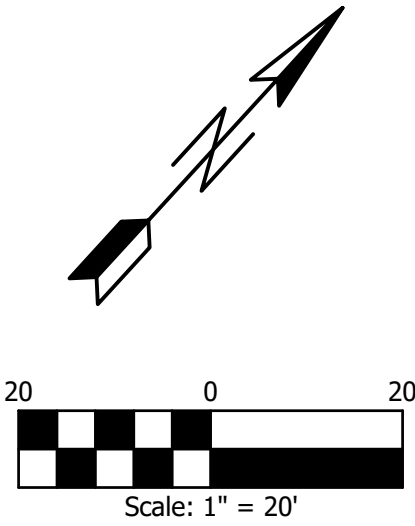
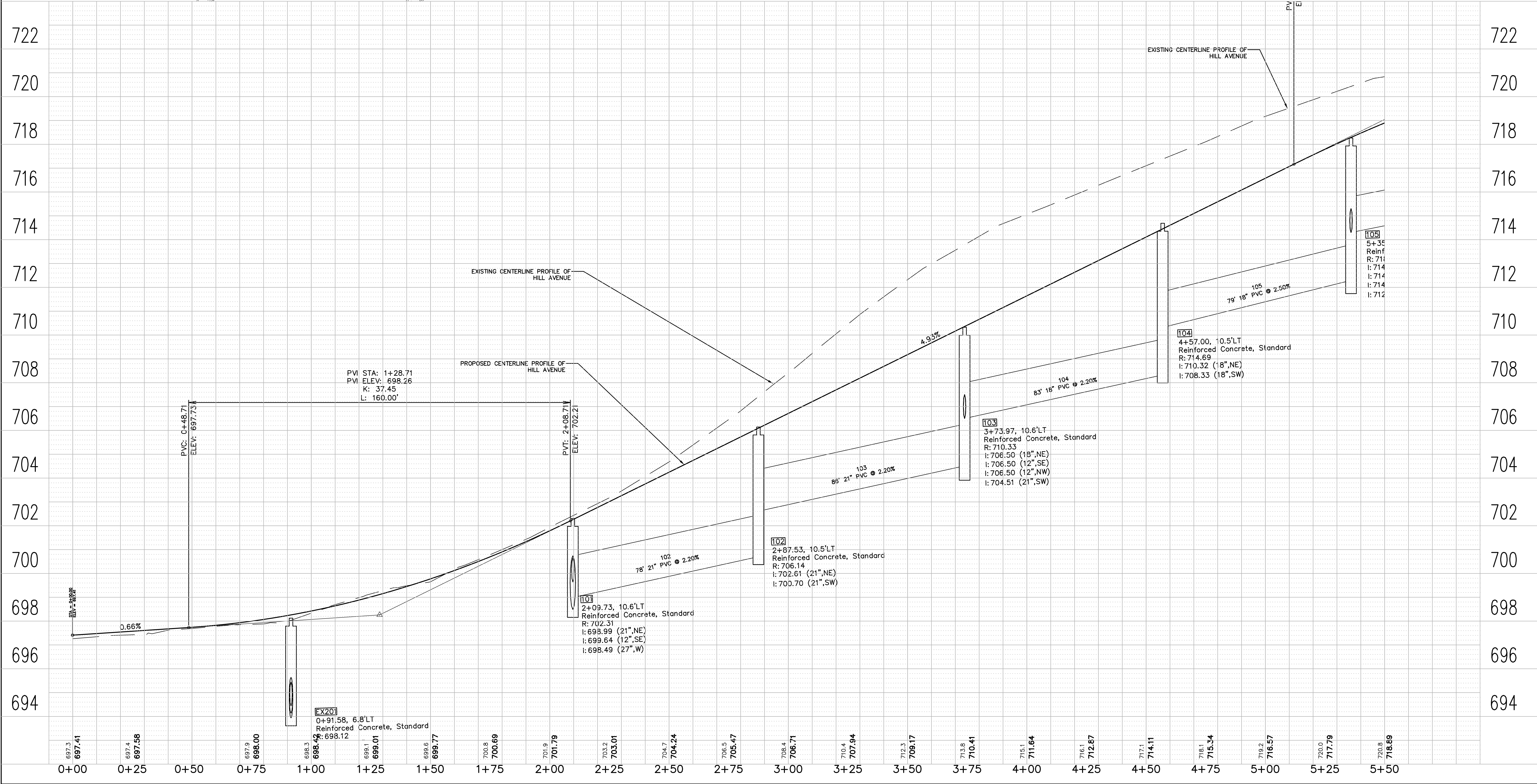
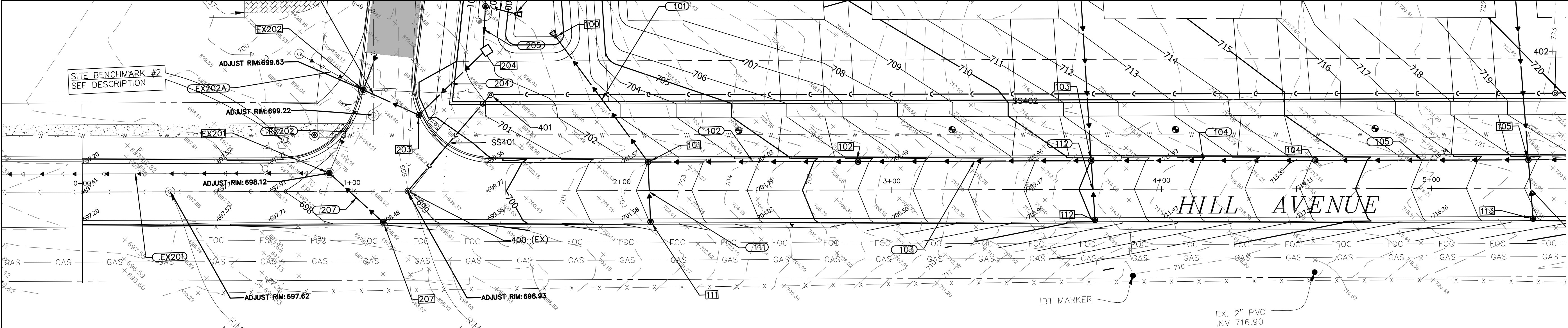
12" INFLOW INV: 698.20

18" OUTFLOW STORMSEWER INV: 696.08

4'

**BMP OVERFLOW GRATE
SECTION B-B
N.T.S**





ENGINEERING
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PATRICK J MURPHY
BUILDERS

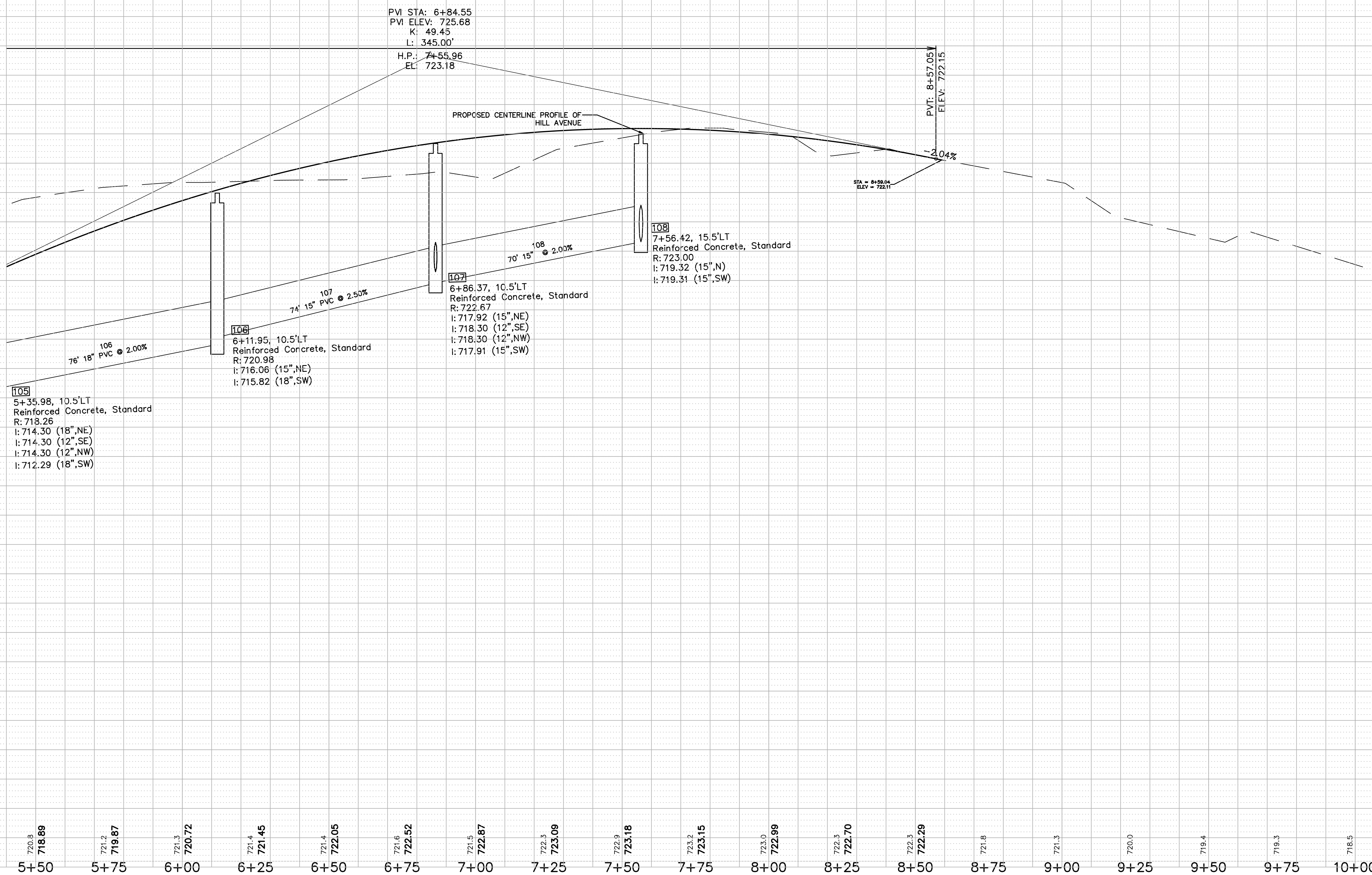
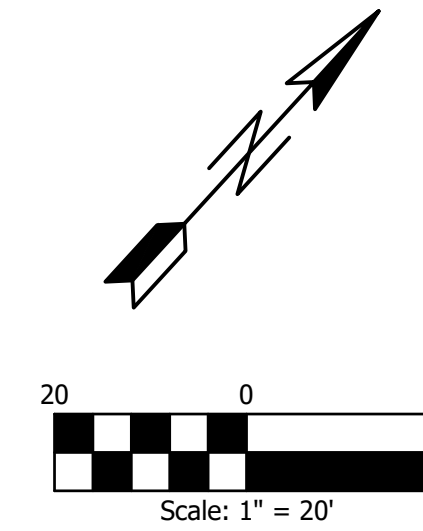
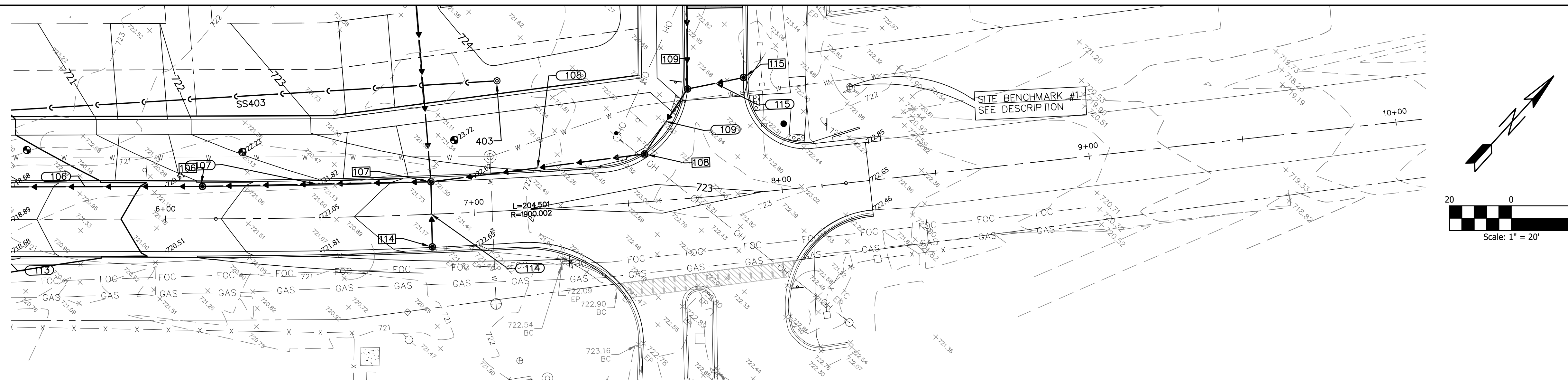
GLEN ESTATES

HILL AVENUE GLEN ELLYN

PROJECT 150106

DATE	: 04-30-2020
PROJECT #	: 150106.00
PROF. DESIGN #	: 184.001186
DRAWN BY	: TIF
CHECKED BY	: NAV
ROADWAY & UTILITY PLAN & PROFILE	
C-10.0 SHEET	

DESCRIPTION:
G:\PROJECTS\Patrick J Murphy Builders Inc\150106.00 Hill Ave\GlenElyn\CADD\150106 SHEET C-10.0_Roadway&P&P.dwg



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PATRICK J MURPHY
BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

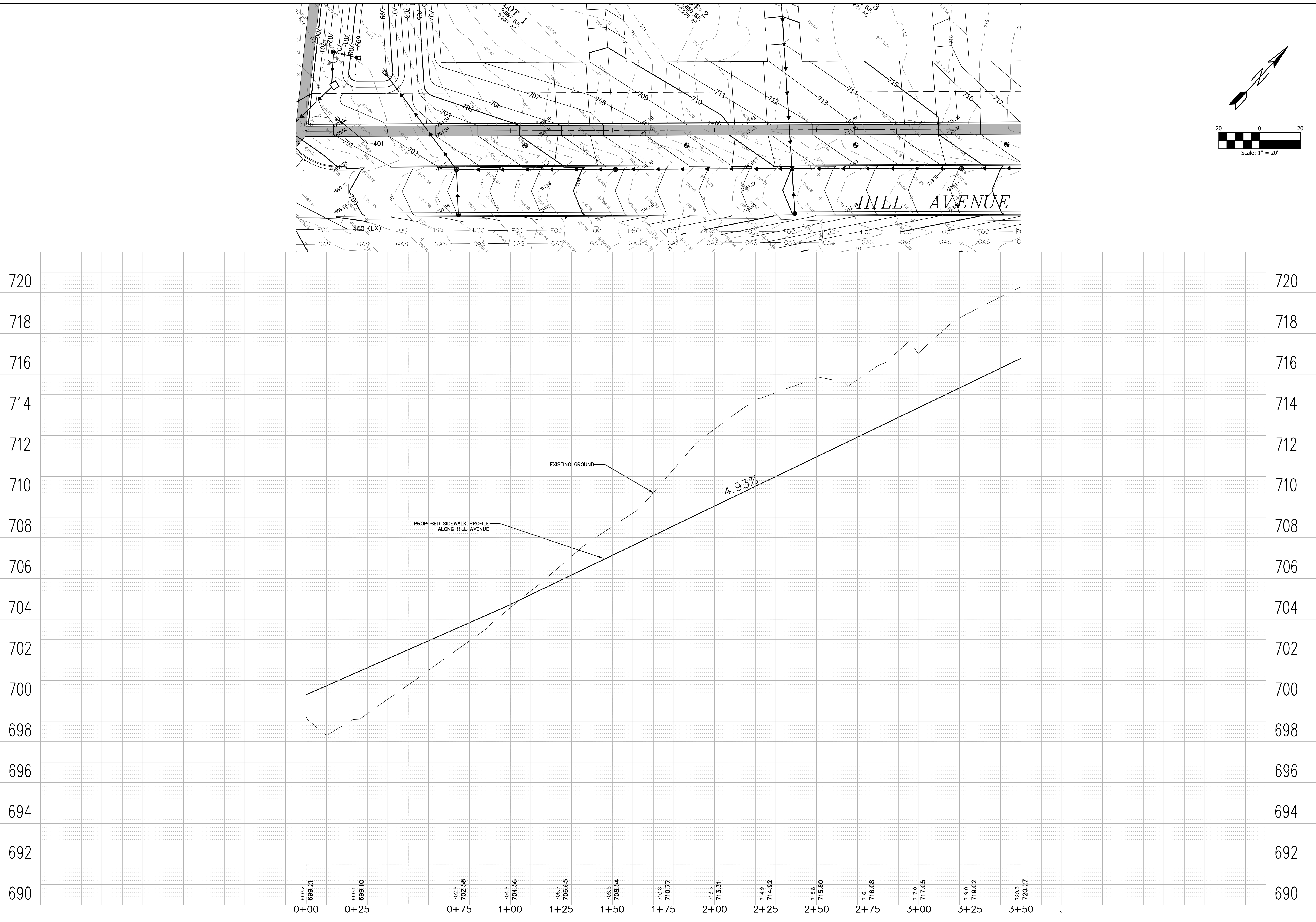
08-20-2021 PERMIT REVISION #6
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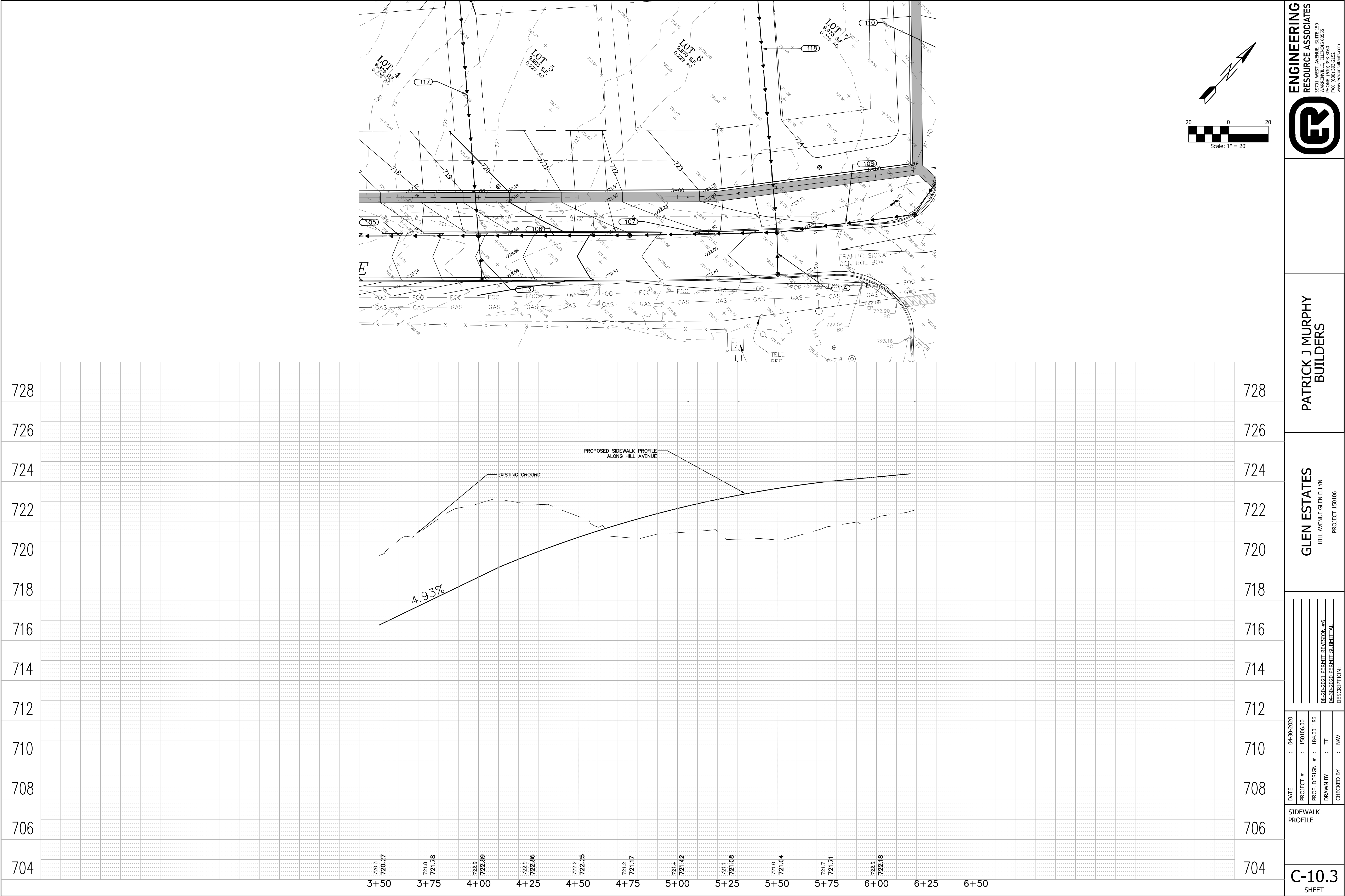
ROADWAY &
UTILITY PLAN &
PROFILE

C-10.1
SHEET

G:\PROJECTS\Patrick J Murphy Builders Inc\150106.00 HillAveGlenElyn\CADD\150106 SHEET C-10.0_RoadwayP&P.dwg



ENGINEERING RESOURCE ASSOCIATES 35701 WEST AVENUE, SUITE 150 HILL AVENUE, GLEN ELLYN, ILLINOIS 60135-6955 PHONE (630) 393-3300 FAX (630) 393-2152 www.eraconsultants.com	
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PATRICK J MURPHY BUILDERS	
GLEN ESTATES HILL AVENUE GLEN ELLYN PROJECT 150106	
08-20-2021 PERMIT REVISION #6 04-30-2020 PERMIT SUBMITTAL DESCRIPTION:	
DATE : 04-30-2020	PROJECT # : 150106.00
PROF. DESIGN # : 184.001186	DRAWN BY : TF
CHECKED BY : NAV	
SIDEWALK PROFILE	
C-10.2 SHEET	



ENGINEERING
RESOURCE ASSOCIATES
35701 WEST AVENUE, SUITE 150
HILL AVENUE, GLEN ELLYN, IL 60131
PHONE (630) 393-3300
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PATRICK J MURPHY
BUILDERS

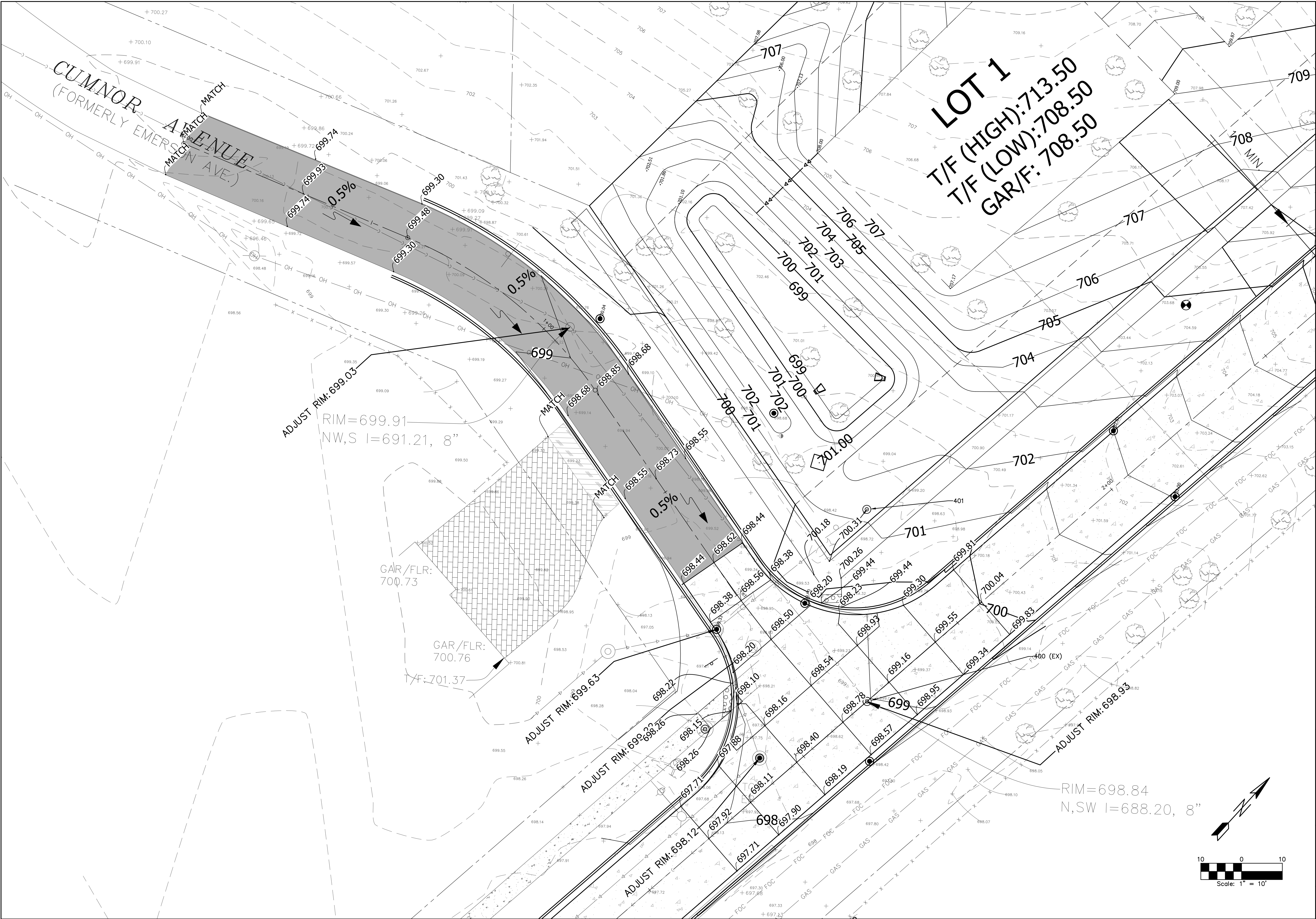
GLEN ESTATES
HILL AVENUE GLEN ELLYN
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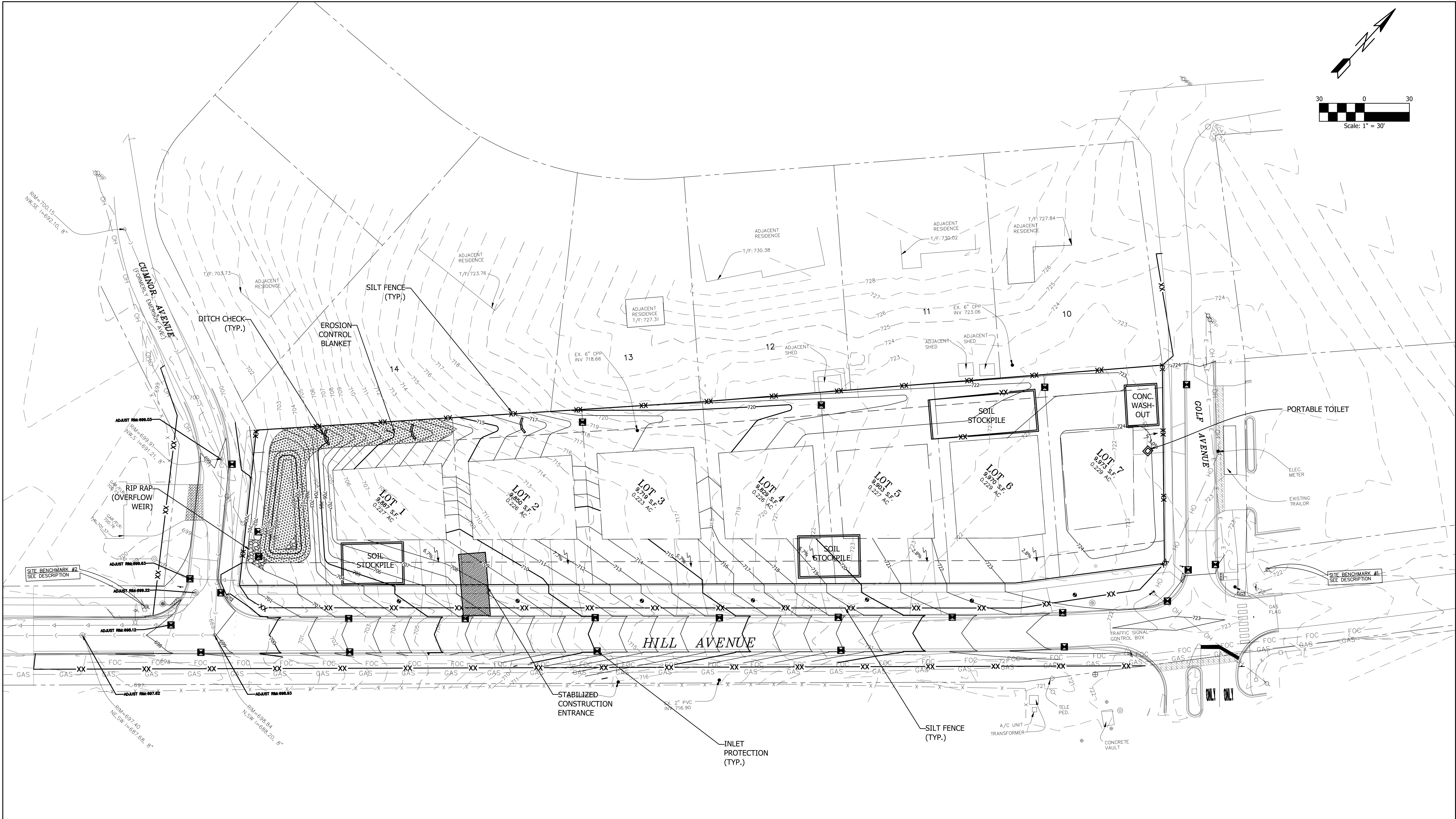
DATE : 04-30-2020
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DRAWN BY : TF
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C-10.3
SHEET

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ENGINEERING RESOURCE ASSOCIATES 35701 WEST AVENUE, SUITE 150 HILL AVENUE, GLEN ELLYN, ILL. 60131 PHONE (630) 393-3900 FAX (630) 393-2152 www.eraconsultants.com	
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GLEN ESTATES HILL AVENUE GLEN ELLYN PROJECT 150106	
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CUMNOR AVENUE & HILL INTERSECTION DETAIL	
C-11.0 SHEET	



LEGEND

XX

INLET PROTECTION

XX

SILT FENCE

CONSTRUCTION ENTRANCE

DITCH CHECKS

EROSION CONTROL BLANKET

RIP RAP

- NOTES:
1.

STORMWATER MANAGEMENT CONVEYANCE FACILITIES (SEWERS, SWALES) MUST BE INSTALLED AT THE BEGINNING OF CONSTRUCTION TO AVOID IMPACTS TO OFFSITE PROPERTIES.
2.

ALL EROSION CONTROL ELEMENTS SHALL BE IN PLACE AND FUNCTION PRIOR TO THE ONSET OF CONSTRUCTION.
3.

EROSION CONTROL ELEMENTS SHALL BE MONITORED THROUGHOUT ALL PHASES OF CONSTRUCTION AND SHALL REMAIN IN PLACE UNTIL FINAL STABILIZATION IS ACHIEVED.
4.

PLEASE REFER TO SHEET C-11.1 FOR ADDITIONAL EROSION CONTROL NOTES.

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PATRICK J MURPHY
BUILDERS

GLEN ESTATES

HILL AVENUE GLEN ELLYN

PROJECT 150106

DATE : 04-30-2020

PROJECT # : 150106.00

PROF. DESIGN # : 184.001186

DRAWN BY : TF

CHECKED BY : NAV

EROSION
CONTROL PLAN

C-12.0

SHEET

08-20-2021 PERMIT REVISION #6

04-30-2020 PERMIT SUBMITTAL

DESCRIPTION:

G:\PROJECTS\Patrick J Murphy Builders Inc\150106.00 Hill Ave Glen Elyn\CADD\150106.00 Erosion Control Plan\Notes.dwg

STORMWATER POLLUTION PREVENTION PLAN

THE FOLLOWING PLAN IS ESTABLISHED AND INCORPORATED IN THE PROJECT TO DIRECT THE CONTRACTOR IN THE PLACEMENT OF TEMPORARY EROSION CONTROL SYSTEMS AND TO PROVIDE A STORM SEWER WATER POLLUTION PREVENTION PLAN FOR COMPLIANCE UNDER NPDES.

THE PURPOSE OF THIS PLAN IS TO MINIMIZE EROSION WITHIN THE CONSTRUCTION SITE AND TO LIMIT SEDIMENTS FROM LEAVING THE CONSTRUCTION SITE BY UTILIZING PROPER TEMPORARY EROSION CONTROL SYSTEMS AND PROVIDING GROUND COVER WITHIN A REASONABLE AMOUNT OF TIME.

CERTAIN EROSION CONTROL FACILITIES SHALL BE INSTALLED BY THE CONTRACTOR AT THE BEGINNING OF CONSTRUCTION. OTHER ITEMS SHALL BE INSTALLED BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER ON A CASE BY CASE SITUATION DEPENDING ON THE CONTRACTOR'S SEQUENCE OF ACTIVITIES, TIME OF YEAR, AND EXPECTED WEATHER CONDITION.

THE CONTRACTOR SHALL INSTALL PERMANENT EROSION CONTROL SYSTEMS AND SEEDING WITHIN A TIME FRAME SPECIFIED HEREIN AND AS DIRECTED BY THE ENGINEER, THEREFORE MINIMIZING THE AMOUNT OF AREA SUSCEPTIBLE TO EROSION AND REDUCING THE AMOUNT OF TEMPORARY SEEDING. THE ENGINEER WILL DETERMINE IF ANY TEMPORARY EROSION CONTROL SYSTEMS SHOWN IN THE PLAN CAN BE DELETED AND IF ANY ADDITIONAL TEMPORARY EROSION CONTROL SYSTEMS, WHICH ARE NOT INCLUDED IN THIS PLAN, SHALL BE ADDED. THE CONTRACTOR SHALL PERFORM ALL WORK AS DIRECTED BY THE ENGINEER AND AS SHOWN IN STANDARD 280001 OF THE PLANS. SECTION 280. TEMPORARY EROSION CONTROL, OF THE STANDARD SPECIFICATIONS ADDITIONALLY SUPPLEMENTS THIS PLAN.

SITE DESCRIPTION

DESCRIPTION OF CONSTRUCTION ACTIVITY

- THE PROJECT IS LOCATED NORTH OF HILL AVENUE, DIRECTLY ACROSS FROM THE GLEN OAK COUNTRY CLUB. THE SUBJECT PROPERTY IS BOUNDED BY HILL AVENUE ON THE SOUTH AND SINGLE-FAMILY RESIDENCES ON THE EAST. THE SUBJECT PROPERTY HAS A TOTAL AREA OF 1.703 ACRES AND IS ZONED R-2
- THE EAST BRANCH OF THE DUPAGE RIVER IS THE RECEIVING WATER OF THE DEVELOPMENT SITE. THIS WATER WAY IS AN IMPAIRED WATERWAY AND CURRENTLY DOES NOT MEET WATER QUALITY REQUIREMENTS OF THE ILLINOIS EPA PER DUPAGE RIVER TMDL STAGE 1 REPORT.
- THE PROJECT INCLUDES THE SUBDIVISION OF THE EXISTING LOT INTO AN PARCELS FOR SINGLE FAMILY RESIDENCES.
- THE CONSTRUCTION WORK INCLUDES, REMOVING AND RECONSTRUCTING HILL AVENUE, RESURFACING AND REPAIRING CUMNOR AND GOLF ROADS, INSTALLING CURB & GUTTER, SIDEWALK INSTALLATION, MASS GRADING AND RECONTOURING, STORM SEWER INSTALLATION, DRYWELL INSTALLATION, A SANITARY MAIN AND UTILITY SERVICE CONNECTIONS.

DESCRIPTION OF INTENDED SEQUENCE FOR MAJOR CONSTRUCTION ACTIVITIES WHICH WILL DISTURB SOILS FOR MAJOR PORTION OF THE CONSTRUCTION SITE:

- EROSION CONTROL SILT FENCING, AND ALL EROSION CONTROL ITEMS SHALL BE IN PLACE PRIOR TO EARTHWORK ACTIVITIES.
- CONVEYANCE SWALES AND STORM SEWER LINES SHALL BE INSTALLED BEFORE MASS GRADING TO PREVENT RUNOFF FROM IMPACTED NEIGHBORING PROPERTIES.
- SITE SHALL BE ROUGH-GRADED, WITH ALL PROPOSED PAVING AREAS GRADED TO ROUGHLY 1-FOOT BELOW FINAL ELEVATION ON PLANS AND BUILDING PAD ROUGH GRADED TO 10" BELOW FINISH GRADE.
- ALL REMAINING UTILITIES SHALL BE INSTALLED AND DRYWELLS FULLY CONSTRUCTED.
- THE ROADWAY SHALL BE CONSTRUCTED.
- BUILDING FOUNDATION WILL BE POURED.
- CONCRETE CURB & GUTTER AND SIDEWALKS SHALL BE INSTALLED
- DISTURBED AREAS SHALL BE TOPSOIL & SEEDED.

AREA OF CONSTRUCTION SITE:

THE TOTAL AREA OF THE CONSTRUCTION SITE IS ESTIMATED TO BE 3.368 ACRES BY WHICH 3.368 ACRES WILL BE DISTURBED BY EXCAVATION, GRADING, AND OTHER ACTIVITIES.

OTHER REPORTS, STUDIES AND PLANS, WHICH AID IN THE DEVELOPMENT OF THE STORM WATER POLLUTION PREVENTION PLAN AS REFERENCED DOCUMENTS:

- INFORMATION OF THE SOILS AND TERRAIN WITHIN THE SITE WAS OBTAINED FROM TOPOGRAPHIC SURVEYS AND A SOIL INVESTIGATION THAT WERE UTILIZED FOR THE DEVELOPMENT OF THE PROPOSED TEMPORARY EROSION CONTROL SYSTEMS.
- PROJECT PLAN DOCUMENTS, SPECIFICATIONS AND SPECIAL PROVISIONS, AND PLAN DRAWINGS INDICATING DRAINAGE PATTERNS AND APPROXIMATE SLOPES ANTICIPATED AFTER GRADING ACTIVITIES WERE UTILIZED FOR THE PROPOSED PLACEMENT OF THE TEMPORARY EROSION CONTROL SYSTEMS.

CONTROLS, EROSION CONTROLS AND SEDIMENT CONTROL:

- THE DRAWINGS, SPECIFICATIONS AND SPECIAL PROVISIONS WILL ENSURE THAT EXISTING VEGETATION IS PRESERVED WHERE ATTAINABLE AND DISTURBED PORTIONS OF THE SITE WILL BE STABILIZED. STABILIZATION PRACTICES INCLUDE TEMPORARY SEEDING, PERMANENT SEEDING, MULCHING, PROTECTION OF TREES, PRESERVATION OF NATURE VEGETATION, AND OTHER APPROPRIATE MEASURES AS DIRECTED BY THE ENGINEER. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 7 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
 - (a.) AREAS OF EXISTING VEGETATION, WOOD AND GRASSLANDS, OUTSIDE THE PROPOSED CONSTRUCTION LIMITS SHALL BE IDENTIFIED BY THE ENGINEER FOR PRESERVING AND SHALL BE PROTECTED FROM CONSTRUCTION ACTIVITIES.
 - (b.) DEAD, DISEASED, OR UNSUITABLE VEGETATION WITHIN THE SITE SHALL BE REMOVED AS DIRECTED BY THE ENGINEER, ALONG WITH REQUIRED TREE REMOVAL.
 - (c.) AS SOON AS REASONABLE ACCESS IS AVAILABLE TO ALL LOCATIONS WHERE WATER DRAINS AWAY FROM THE PROJECT, TEMPORARY PERIMETER EROSION BARRIER SHALL BE INSTALLED AS CALLED OUT IN THIS PLAN AND DIRECTED BY THE ENGINEER.
 - (d.) BARE AND SPARSELY VEGETATED GROUND IN HIGH ERODIBLE AREAS AS DETERMINED BY THE ENGINEER SHALL BE TEMPORARILY SEEDED AT THE BEGINNING OF CONSTRUCTION WHERE NO CONSTRUCTION ACTIVITIES ARE EXPECTED WITHIN SEVEN (7) DAYS.
 - (e.) IMMEDIATELY AFTER TREE REMOVAL IS COMPLETED, AREAS WHICH ARE HIGHLY ERODIBLE AS DETERMINED BY THE ENGINEER, SHALL BE TEMPORARILY SEEDED WHEN NO CONSTRUCTION ACTIVITIES ARE EXPECTED WITHIN SEVEN (7) DAYS.
- ESTABLISHMENT OF THESE TEMPORARY EROSION CONTROL MEASURES WILL HAVE ADDITIONAL BENEFITS TO THE PROJECT. DESIRABLE GRASS SEED WILL BECOME ESTABLISHED IN THESE AREAS AND WILL SPREAD SEEDS ONTO THE CONSTRUCTION SITE UNTIL PERMANENT SEEDING/MOWING AND OVER SEEDING CAN BE COMPLETED.
- THE SOIL AND WATER CONSERVATION DISTRICT IS RESPONSIBLE FOR CONDUCTING SITE VISITS AND VERIFYING THAT THE PRACTICES ARE WORKING PROPERLY AND DETERMINE IF ADDITIONAL PRACTICES ARE NEEDED FOR BETTER SOIL EROSION AND SEDIMENT CONTROL. IF ADDITIONAL PRACTICES ARE DEEMED NECESSARY BY THE SWCD THE CONTRACTOR WILL IMPLEMENT THE PRACTICE IN A TIMELY MANNER.

THIS PLAN HAS BEEN PREPARED TO COMPLY WITH THE PROVISIONS OF THE NPDES PERMIT NUMBER ILR10 ISSUED BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITE ACTIVITIES.

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

DESCRIPTION OF STABILIZATION PRACTICES DURING CONSTRUCTION:

- DURING CONSTRUCTION, AREAS OUTSIDE THE CONSTRUCTION LIMITS AS OUTLINED PREVIOUSLY HEREIN SHALL BE PROTECTED. THE CONTRACTOR SHALL NOT USE THIS AREA FOR STAGING, PARKING OF VEHICLES OF CONSTRUCTION EQUIPMENT, STORAGE OF MATERIALS OR OTHER CONSTRUCTION RELATED ACTIVITIES.
 - (a.) WITHIN THE CONSTRUCTION LIMITS, AREAS WHICH MAY BE SUSCEPTIBLE TO EROSION AS DETERMINED BY THE ENGINEER SHALL REMAIN UNDISTURBED UNTIL FULL SCALE CONSTRUCTION IS UNDERWAY TO PREVENT UNNECESSARY SOIL EROSION.
 - (b.) AS CONSTRUCTION PROCEEDS, THE CONTRACTOR SHALL INSTITUTE THE FOLLOWING AS DIRECTED BY THE ENGINEER
 - (i.) PLACE TEMPORARY EROSION CONTROL FACILITIES AT LOCATIONS SHOWN ON THE PLANS.
 - (ii.) TEMPORARILY SEED ERODIBLE BARE EARTH ON A WEEKLY BASIS TO MINIMIZE THE AMOUNT OF ERODIBLE SURFACE AREA WITHIN THE CONTRACT LIMITS.
 - (iii.) PROVIDE TEMPORARY EROSION CONTROL SYSTEMS.
 - (iv.) CONTINUE BUILDING UP THE EMBANKMENT TO THE PROPOSED GRADE WHILE, AT THE SAME TIME, PLACING PERMANENT EROSION CONTROL FINAL SHAPING TO THE SLOPES.
 - (c.) EXCAVATED AREAS AND EMBANKMENT SHALL BE PERMANENTLY SEEDED IMMEDIATELY AFTER FINAL GRADING. IF NOT, THEY SHALL BE TEMPORARILY SEEDED IF NO CONSTRUCTION ACTIVITY IN THE AREA IS PLANNED FOR SEVEN (7) DAYS.
 - (d.) CONSTRUCTION EQUIPMENT SHALL BE STORED AND FUELED ONLY AT DESIGNATED LOCATIONS. ALL NECESSARY MEASURES SHALL BE TAKEN TO CONTAIN ANY FUEL OR OTHER POLLUTANT IN ACCORDANCE WITH EPA WATER QUALITY REGULATIONS. LEAKING EQUIPMENT OR SUPPLIES SHALL BE IMMEDIATELY REPAIRED OR REMOVED FROM THE SITE.
 - (e.) THE RESIDENT ENGINEER SHALL INSPECT THE PROJECT DAILY DURING CONSTRUCTION ACTIVITIES. INSPECTION SHALL ALSO BE DONE WEEKLY AND AFTER RAINS OF 1/2-INCH OR GREATER OR EQUIVALENT SNOWFALL AND DURING THE WINTER SHUTDOWN PERIOD. THE PROJECT SHALL ADDITIONALLY BE INSPECTED BY THE CONSTRUCTION FIELD ENGINEER ON A BIWEEKLY BASIS TO DETERMINE THAT EROSION CONTROL EFFORTS ARE IN PLACE AND EFFECTIVE AND IF OTHER EROSION CONTROL WORK IS NECESSARY.
 - (f.) SEDIMENT COLLECTED DURING CONSTRUCTION OF THE VARIOUS TEMPORARY EROSION CONTROL SYSTEMS SHALL BE DISPOSED OF ON THE SITE ON A REGULAR BASIS AS DIRECTED BY THE ENGINEER. THE COST OF THIS MAINTENANCE SHALL BE INCLUDED IN THE UNIT BID PRICE FOR EARTH EXCAVATION FOR EROSION CONTROL.
 - (g.) THE TEMPORARY EROSION CONTROL SYSTEMS SHALL BE REMOVED, AS DIRECTED BY THE ENGINEER, AFTER USE IS NO LONGER NEEDED OR NO LONGER FUNCTIONING.

DESCRIPTION OF STRUCTURAL PRACTICES AFTER FINAL GRADING:

- TEMPORARY EROSION CONTROL SYSTEMS SHALL BE LEFT IN PLACE WITH PROPER MAINTENANCE UNTIL PERMANENT EROSION CONTROL IS IN PLACE AND WORKING PROPERLY AND ALL PROPOSED TURF AREAS SODDED AND ESTABLISHED.
- ONCE PERMANENT EROSION CONTROL SYSTEMS AS PROPOSED IN THE PLANS ARE FUNCTIONAL AND ESTABLISHED, TEMPORARY ITEMS SHALL BE REMOVED, CLEANED UP, AND DISTURBED TURF RESEEDED.

VILLAGE OF GLEN ELLYN SPECIFIC NOTES:

EROSION AND SEDIMENT CONTROL MEASURES MUST CONFORM TO THE REQUIREMENTS OF ARTICLE VII OF THE DUPAGE COUNTYWIDE STORMWATER AND FLOOD PLAIN ORDINANCE, AND THE VILLAGE EROSION CONTROL NOTES (BELOW, AT A MINIMUM) MUST BE INCLUDED ON THE PLANS. REVISE ANY SIMILAR NOTES ON THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) TO MATCH THESE REQUIREMENTS.

- A. SEDIMENT AND EROSION CONTROL DEVICES SHALL BE FUNCTIONAL BEFORE LAND IS OTHERWISE DISTURBED ON THE SITE.
- B. VEHICULAR ACCESS TO THE SITE SHALL BE RESTRICTED TO A GRAVEL DRIVE. SAID GRAVEL DRIVE SHALL BE INSTALLED BEFORE ANY CONSTRUCTION BEGINS ABOVE THE TOP OF THE FOUNDATION.
- C. ANY SOIL, MUD OR DEBRIS THAT IS WASHED, TRACKED OR DEPOSITED ONTO THE STREET SHALL BE REMOVED BEFORE THE END OF EACH WORKDAY.
- D. THE SURFACE OF STRIPPED AREAS SHALL BE PERMANENTLY OR TEMPORARILY PROTECTED FROM SOIL EROSION WITHIN 15 DAYS AFTER FINAL GRADE IS REACHED. STRIPPED AREAS NOT AT FINAL GRADE THAT WILL REMAIN UNDISTURBED FOR MORE THAN 15 DAYS AFTER INITIAL DISTURBANCE SHALL BE PROTECTED FROM EROSION.
- E. IF A STOCKPILE IS TO REMAIN IN PLACE FOR MORE THAN THREE DAYS, THEN SEDIMENT AND EROSION CONTROL SHALL BE PROVIDED FOR SUCH STOCKPILE.
- F. STORM SEWER INLETS SHALL BE PROTECTED WITH SEDIMENT TRAPPING OR FILTER CONTROL DEVICES DURING CONSTRUCTION.
- G. WATER PUMPED OR OTHERWISE DISCHARGED FROM THE SITE DURING CONSTRUCTION DEWATERING SHALL BE FILTERED.
- H. STREET SWEEPING SHALL BE CONDUCTED WHENEVER NECESSARY TO REMOVE MUD/DIRT THAT IS TRACKED ONTO ADJOINING ROADWAYS.
- I. POLLUTION AND OTHER NON-STORMWATER DISCHARGES FROM EQUIPMENT, SPILLS, AND CONSTRUCTION MATERIAL SHALL NOT BE TOLERATED. IF A SPILL OR OTHER ILLICIT DISCHARGE DOES OCCUR APPROPRIATE POLLUTION CLEANUP METHODOLOGIES SHALL BE FOLLOWED BASED ON THE SUBSTANCE, AND THE CITY ENGINEER OF GLEN ELLYN SHALL BE NOTIFIED IMMEDIATELY.

MISCELLANEOUS & DOCUMENTATION:

- TEMPORARY EROSION CONTROL SEEDING SHALL BE APPLIED AT A RATE OF 100 LBS/ACRES, IF DIRECTED.
- SEDIMENT COLLECTED DURING CONSTRUCTION BY THE VARIOUS TEMPORARY EROSION CONTROL SYSTEMS SHALL BE DISPOSED OF ON THE SITE ON A REGULAR BASIS, AS DIRECTED BY THE ENGINEER. THE COST OF THIS MAINTENANCE SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE PER CUBIC YARD FOR EARTH EXCAVATION.
- ALL EROSION CONTROL PRODUCTS FURNISHED SHALL BE SPECIFICALLY RECOMMENDED BY THE MANUFACTURER FOR THE USE SPECIFIED IN THE EROSION CONTROL PLAN. PRIOR TO THE APPROVAL AND USE OF THE PROJECT, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A NOTARIZED CERTIFICATION BY THE PRODUCER STATING THE INTENDED USE OF THE PRODUCT AND THAT THE PHYSICAL PROPERTIES REQUIRED FOR THIS APPLICATION ARE MET OR EXCEEDED. THE CONTRACTOR SHALL PROVIDE MANUFACTURER INSTALLATION PROCEDURES TO FACILITATE THE ENGINEER IN CONSTRUCTION INSPECTION.
- THE SWPPP INSPECTION REPORTS SHALL BE DOCUMENTED WITHIN INSPECTION CHECKLISTS AND THESE CHECKLISTS ALONG WITH, INCIDENCE OF NON-COMPLIANCE, AND NOTICE OF TERMINATION FORMS SHALL BE CONTAINED WITHIN A BOOK THAT IS TO REMAIN ON THE CONSTRUCTION SITE AND READILY AVAILABLE AT ALL TIMES.
- INSPECTION REPORTS (REQUIRED WEEKLY AND AFTER 0.5-INCH RAINFALL EVENTS) MUST BE EMAILED TO AMY MCKENA, SENIOR CIVIL ENGINEER WITH THE VILLAGE OF GLEN ELLYN (AMCKENNA@GLENELLYN.ORG)

SOIL PROTECTION CHART

STABILIZATION TYPE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
PERMANENT SEEDING				A ₁				*	*			
DORMANT SEEDING	B										B	
TEMPORARY SEEDING				C ₁			*	D*				
SODDING				E**								
MULCHING	F											

A. KENTUCKY BLUEGRASS
90 LBS/AC MIXED WITH
PERENNIAL RYEGRASS
30 LBS/AC

C. SPRING OATS 100 LBS/AC

D. WHEAT OR CEREAL RYE
150 LBS/AC

B. KENTUCKY BLUEGRASS
135 LBS/AC MIXED WITH
PERENNIAL RYEGRASS
45 LBS/AC + 2 TONS
STRAW MULCH/AC

E. SOD

F. STRAW MULCH 2 TONS/AC

* IRRIGATION NEEDED DURING JUNE AND JULY

** IRRIGATION NEEDED FOR 2 TO 3 WEEKS AFTER APPLYING SOD

OWNER'S CERTIFICATION

"I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE AND COMPLETE. I AM AWARE THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS."

OWNER

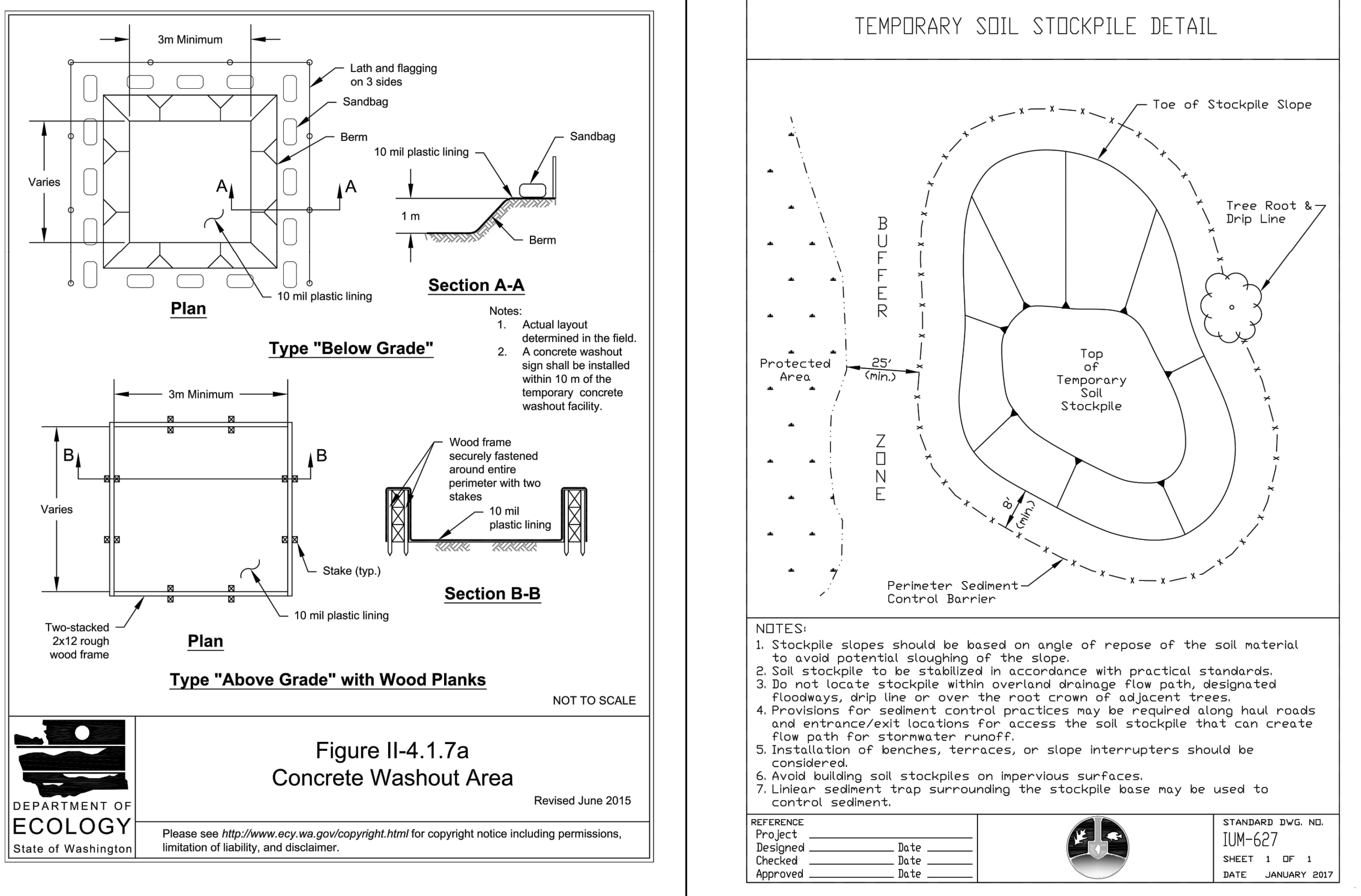
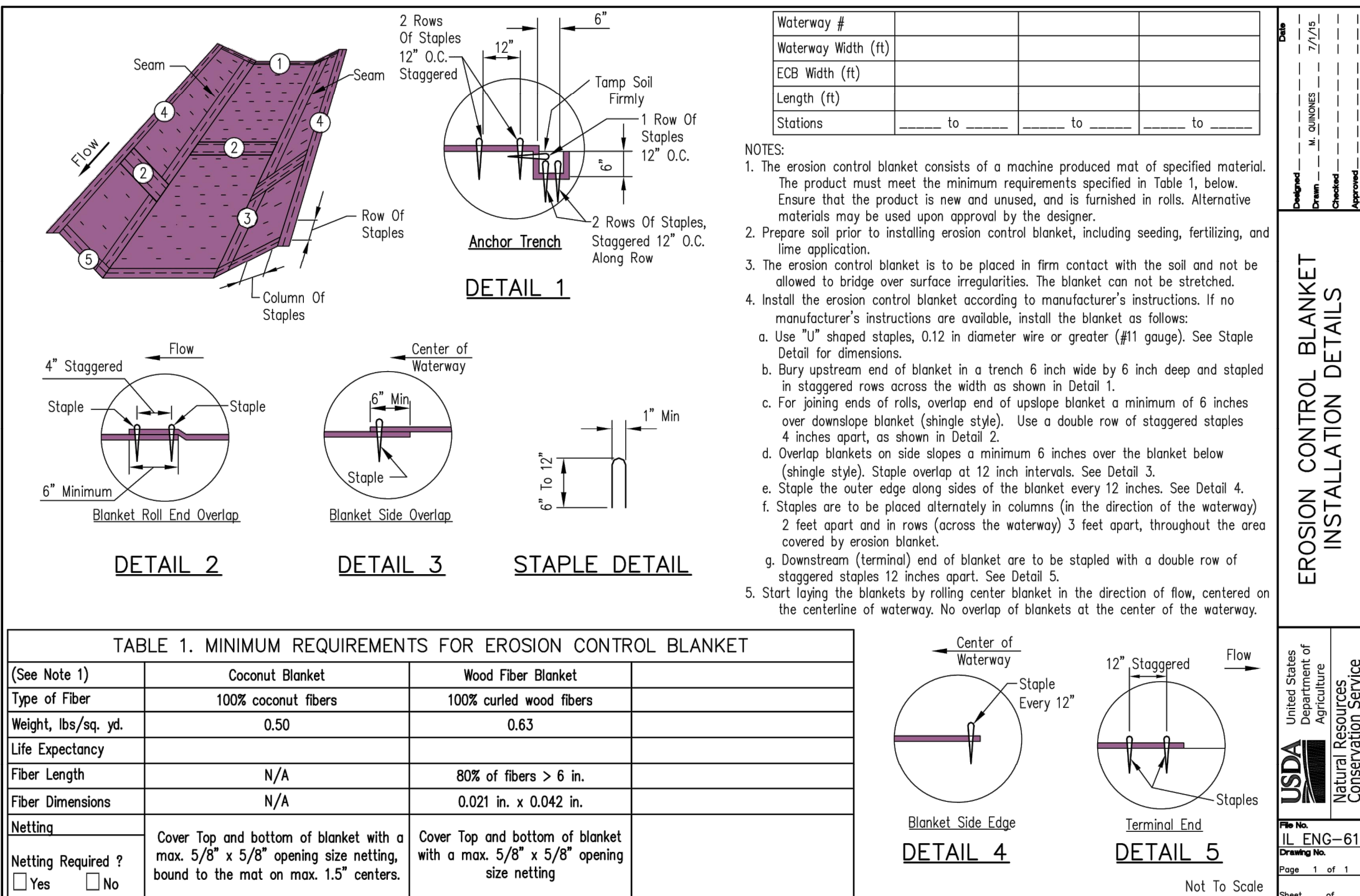
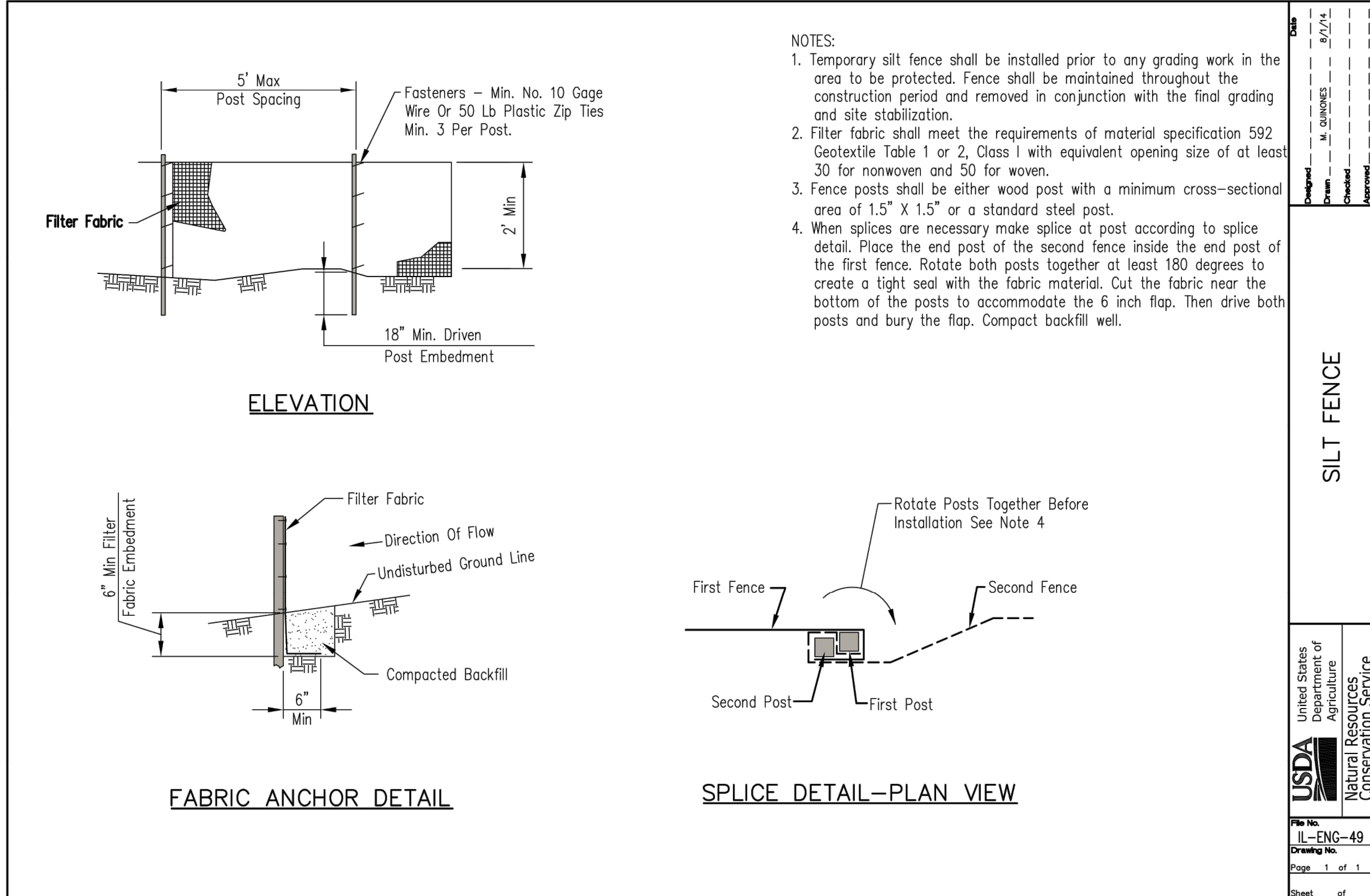
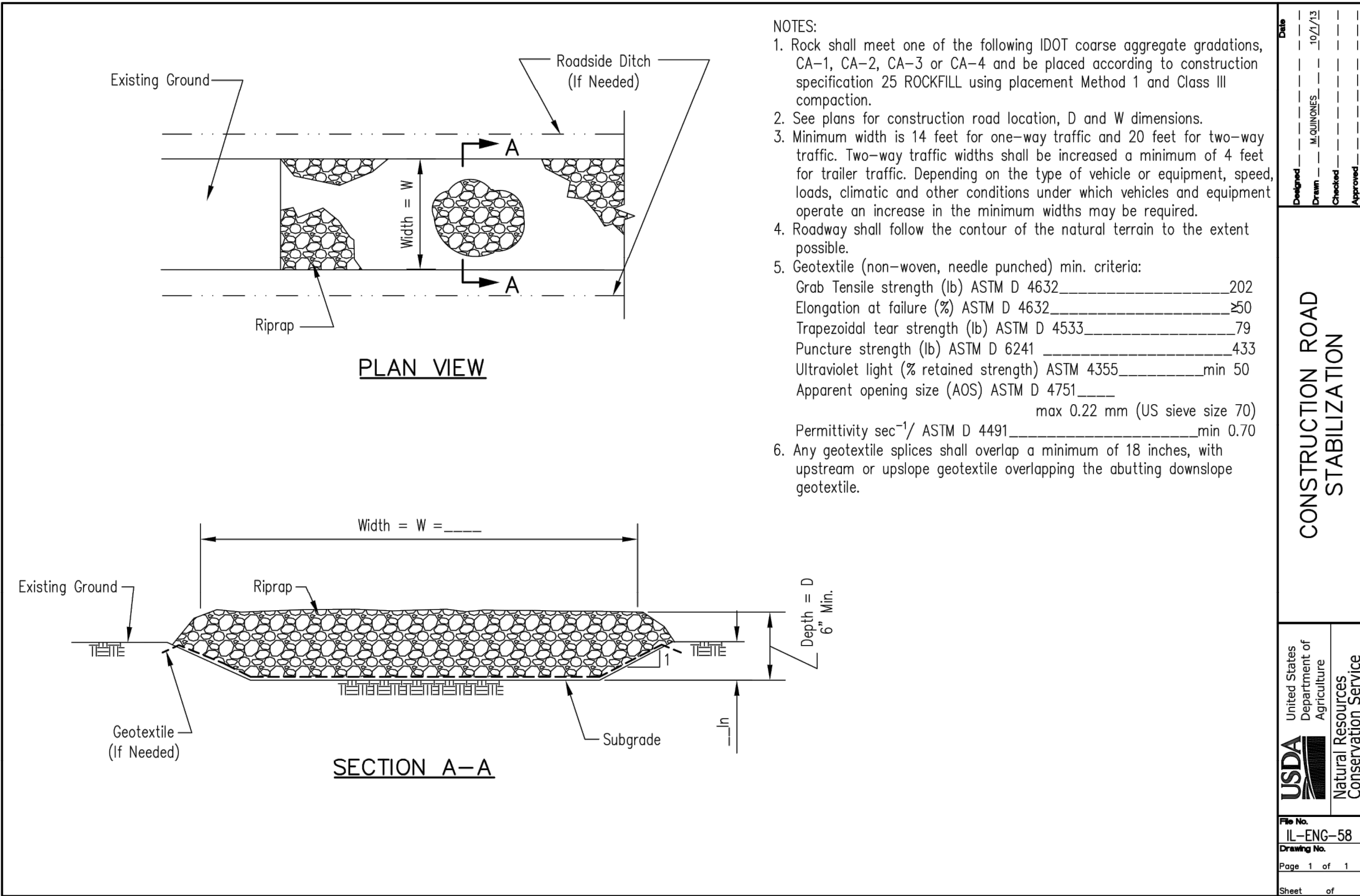
SIGNATURE _____ TITLE _____ DATE _____
COMPANY _____

CONTRACTOR'S CERTIFICATION

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT (ILR 10) THAT AUTHORIZES THE STORMWATER DISCHARGES ASSOCIATED WITH ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

GENERAL CONTRACTOR

SIGNATURE _____ TITLE _____ DATE _____
COMPANY _____



NOTES:

1. PRECAST-REINFORCED CONCRETE RISER RINGS AND CONES SHALL COMPLY WITH TEST STRENGTH - A.S.T.M. C-39. ADJUSTMENT RINGS SHALL NOT EXCEED 8" IN HEIGHT.
2. MINIMUM WALL THICKNESS SHALL BE 5" AND MINIMUM CIRCULAR REINFORCEMENT SHALL BE 0.18 SQUARE INCH PER FOOT.
3. THE BOTTOM MAY BE EITHER PRECAST WITH INVERTS AS INTEGRAL PART OR CAST IN PLACE WITH CLASS "SI" CONCRETE.
4. MANHOLE WALL THICKNESS "T" SHALL BE AS SHOWN IN THE LIST BELOW.
5. ALL STEPS SHALL BE CAST IRON AND CONFORM WITH NEENAH STANDARDS R-1981-1 OR APPROVED EQUAL.
6. ALL JOINTS BETWEEN PRE-CAST ELEMENTS, ADJUSTING RINGS AND MANHOLE FRAMES ON ALL UNDERGROUND STRUCTURES, SHALL BE SET IN PLACE WITH ONE OF THE FOLLOWING BUTYL RUBBER JOINT SEALANTS WITH A MINIMUM CROSS SECTIONAL AREA OF 1.25 SQ. IN.: CONCRETE PRODUCTS SUPPLY CO. - EZ STIK SIB, HAMILTON - KENT GASKET CO. - KENT SEAL, OR EQUAL, AS APPROVED BY VILLAGE. ALL JOINTS SHALL BE TUCKPOINTED WITH HYDRAULIC CEMENT.
7. ALL SANITARY SEWER MANHOLES SHALL BE CONSTRUCTED WITH FLEXIBLE MANHOLE COUPLINGS, AS MANUFACTURED BY ALOK PRODUCTS INC. (ALOK MANHOLE CONNECTOR), PRESS-SEAL GASKET CORPORATION (PRESS WEDGE II) OR EQUAL, AS APPROVED BY VILLAGE ENGINEER. ALL MATERIALS SHALL COMPLY WITH, AND INSTALLATION PROCEDURES SHALL FOLLOW THOSE SPECIFIED BY THE MANUFACTURER OR VILLAGE.
8. AN EXTERIOR JOINT COLLAR SHALL BE INSTALLED AT ALL JOINTS BETWEEN SANITARY MANHOLE ELEMENTS. JOINT COLLARS WILL NOT BE REQUIRED FOR ADJUSTING RINGS. THE JOINT COLLAR SHALL BE MACWRAP EXTERIOR JOINT SEALER AS MANUFACTURED BY MAR-MAC MANUFACTURING COMPANY OR AN APPROVED EQUAL. THE COLLAR SHALL CONSIST OF A BAND NINE INCH (9) WIDE. MASTIC COLLARS REQUIRING THE USE OF A PRIMER WILL NOT BE ACCEPTED.
9. COST FOR CHIMNEY SEAL SHALL BE INCIDENTAL TO THE CONTRACT PRICE OF SANITARY MANHOLE.

EJIW 1022-2 OR NEENAH R-1772-A WITH SELF-SEALING HEAVY DUTY SOLID COVER WITH 2-INCH LETTERING: "VILLAGE OF GLEN ELLYN SANITARY" CAST INTO COVER

SEAL CHIMNEY WITH "WRAPID SEAL MANHOLE ENCAPSULATION" OR APPROVED EQUAL.

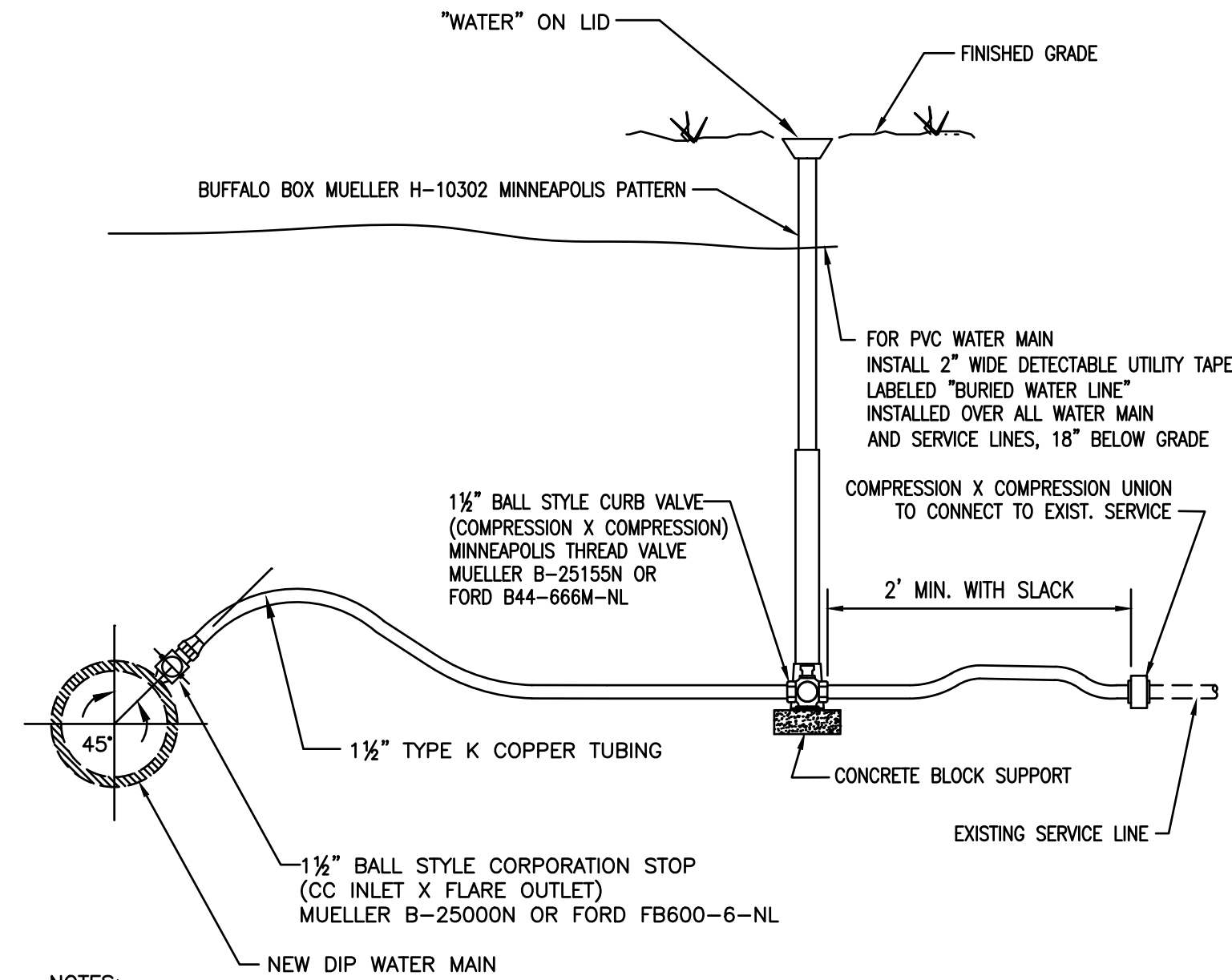
MIN. 2 INCH VERTICAL SURFACE INTEGRAL WITH CONE SECTION

D	T
4'-0"	5"
5'-0"	6"
6'-0"	7"
7'-0"	8"
8'-0"	9"

4" CA-6 SUB-BASE

SANITARY SEWER MANHOLE, TYPE A

NOT TO SCALE
TYPE "C" MANHOLE IS WITHOUT CONE SECTION AND HAVING PRECAST FLAT TOP

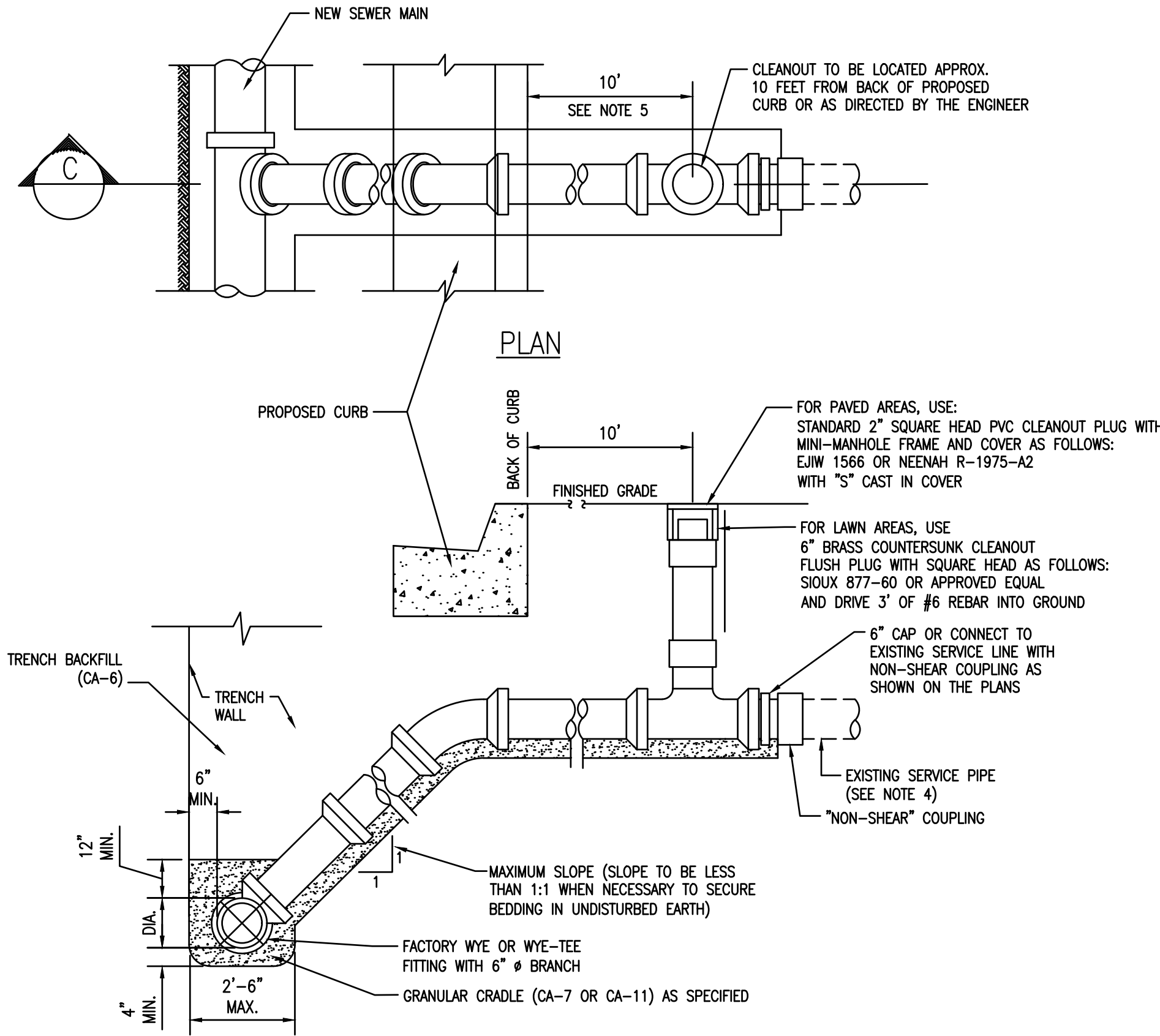


NOTES:

1. SERVICE SADDLE AS PER SPECIFICATIONS, IS REQUIRED AS FOLLOWS:
FOR CAST IRON OR PVC WATER MAINS, USE STAINLESS STEEL SMITH-BLAIR 372 SERIES
FOR DUCTILE WATER MAIN, USE BRONZE DOUBLE STRAP MUELLER BR2B SERIES
2. THE WATER MAIN SERVICE FITTINGS & B-BOX SHALL BE AS APPROVED BY THE GLEN ELLYN WATER DEPARTMENT AND SHALL BE INCIDENTAL TO THE COST OF "WATER SERVICE CONNECTION" PAY ITEMS.
3. OMIT TRACER WIRE AND DETECTABLE UTILITY TAPE FOR DUCTILE IRON WATER MAIN.

WATER SERVICE CONNECTION

NOT TO SCALE



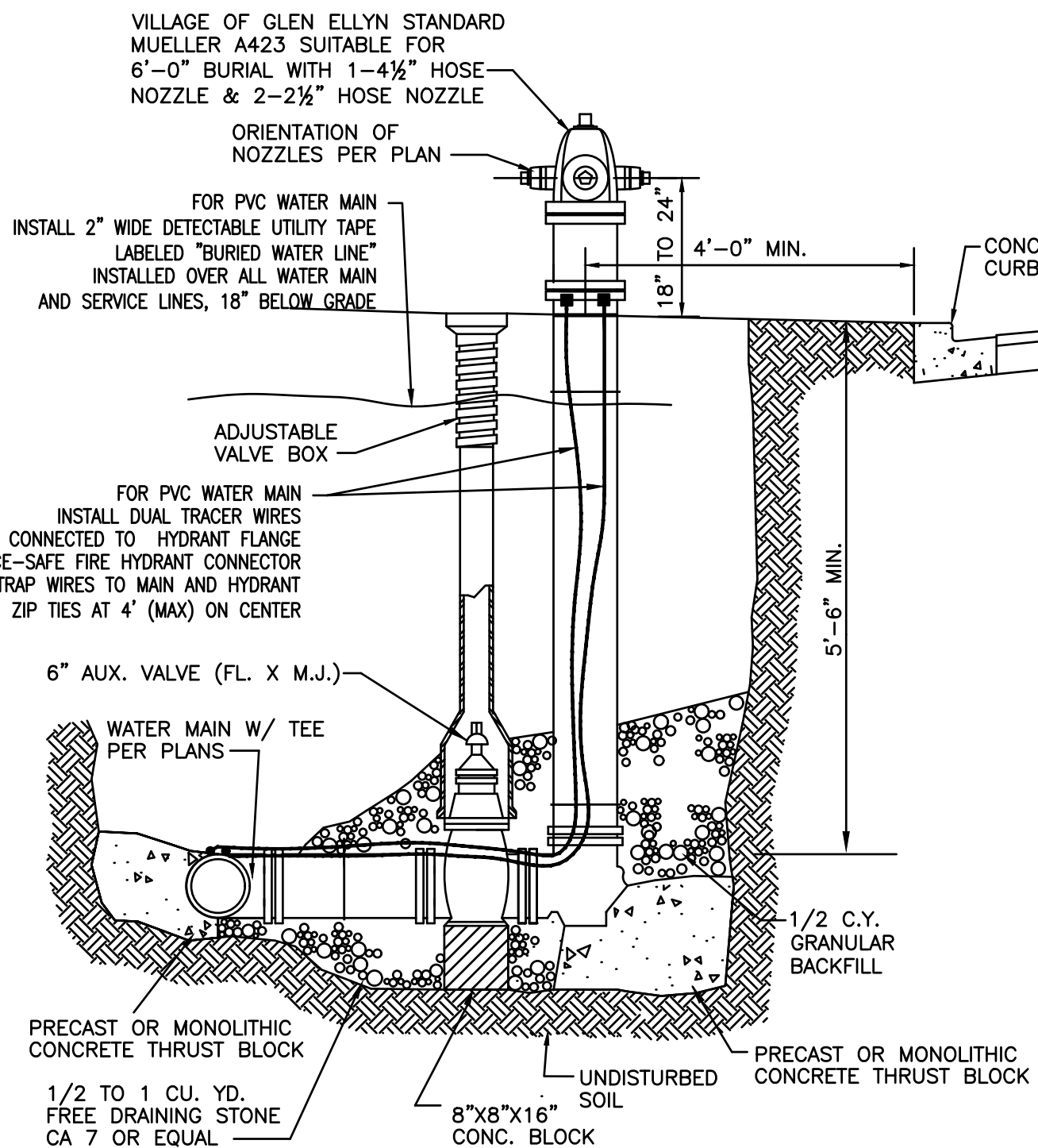
NOTES:

1. THE OPEN ENDS SHALL BE PROTECTED FROM DEBRIS ENTERING THE LATERAL.
2. MAXIMUM SLOPE SHALL BE LESS THAN 1:1 WHEN IT IS NECESSARY TO SECURE BEDDING IN UNDISTURBED EARTH.
3. REPAIR ADDITIONAL LENGTH OF SEWER AS DIRECTED BY ENGINEER. PAID FOR AS "SANITARY SEWER SERVICE PIPE, 6" PVC, SDR26".
4. SANITARY SEWER SERVICE SHALL BE EXTENDED TO 10 FEET BEYOND THE NEW BACK OF CURB.

SECTION C

SANITARY SEWER SERVICE CONNECTION (NEW MAIN)

NOT TO SCALE

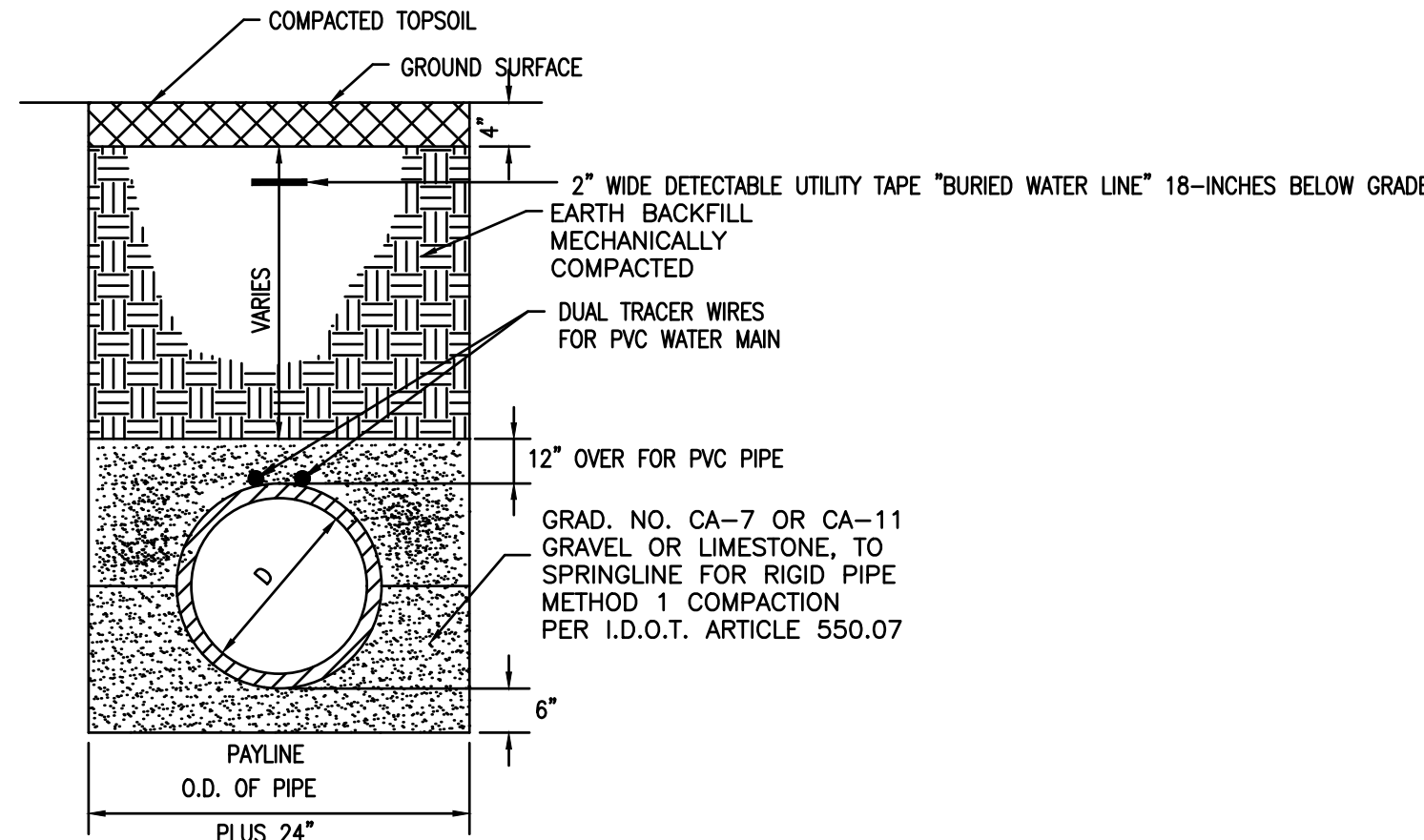


FIRE HYDRANT

NOT TO SCALE

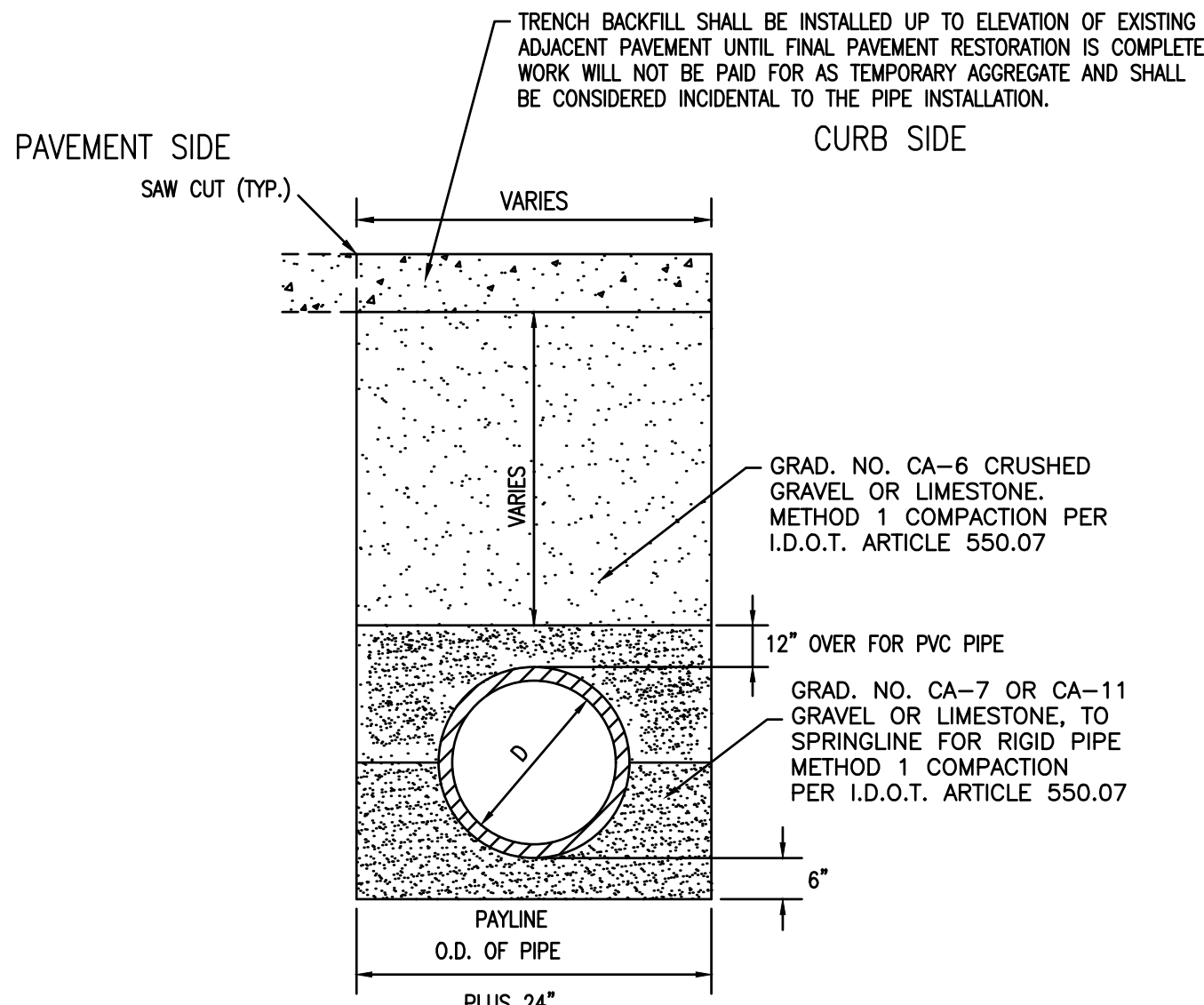
NOTE:

- 1) ALL PIPING SHALL HAVE RESTRAINED JOINTS.



TRENCH SECTION IN UNPAVED AREAS

NOT TO SCALE



NOTES:

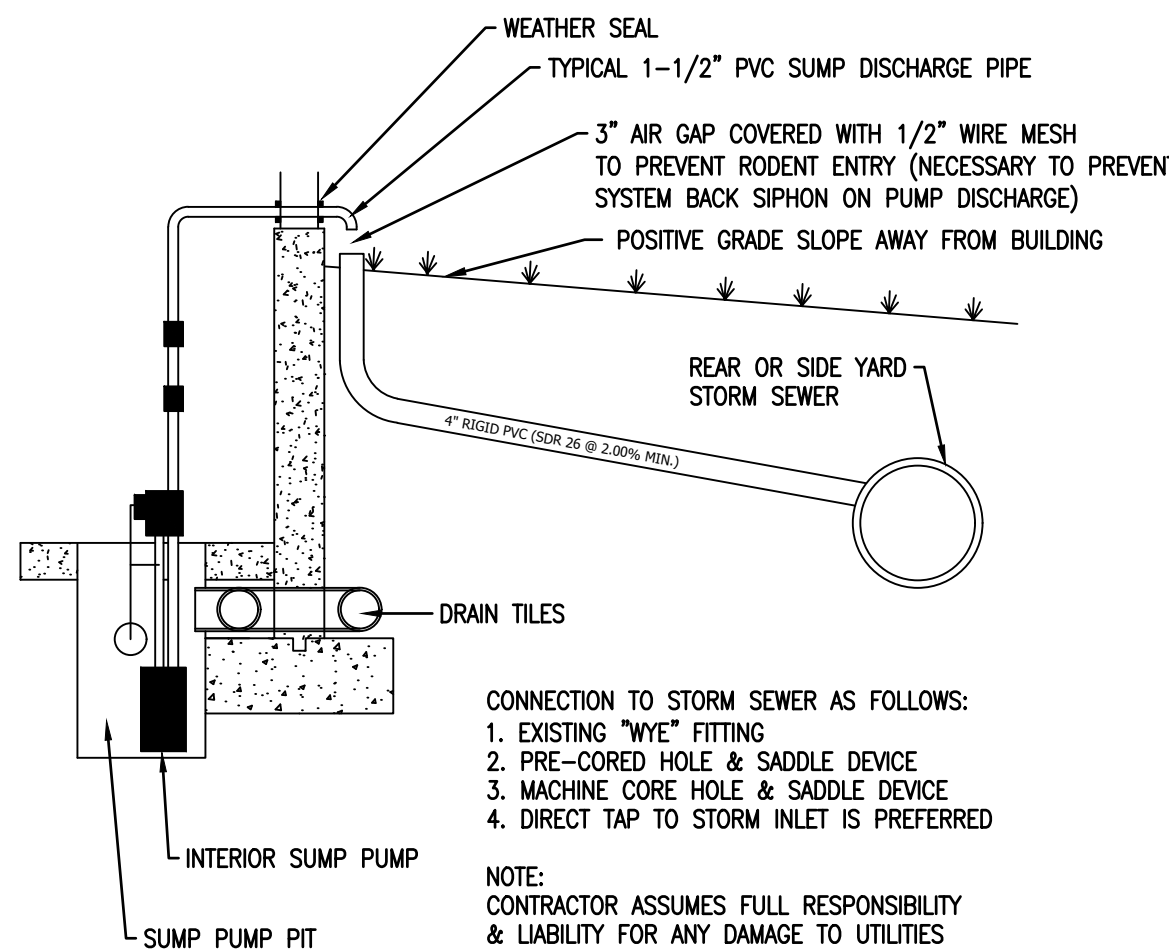
TRENCH BACKFILL IS INCLUDED IN THE COST OF THE PIPE BEING REPLACED.

ALL TRENCHES SHALL BE SAWCUT AND THE COST SHALL BE INCLUDED IN THE COST OF THE PIPE.

REMOVE ONLY SUFFICIENT PAVEMENT TO PERFORM PIPE INSTALLATION AND COORDINATE WITH ENGINEER.

TRENCH SECTION IN PAVED AREAS

NOT TO SCALE



1. EXISTING "WYE" FITTING
2. PRE-CORED HOLE & SADDLE DEVICE
3. MACHINE CORE HOLE & SADDLE DEVICE
4. DIRECT TAP TO STORM INLET IS PREFERRED

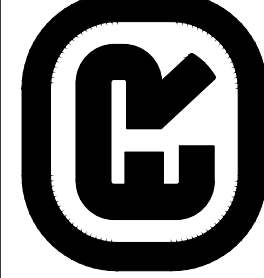
NOTE:

CONTRACTOR ASSUMES FULL RESPONSIBILITY & LIABILITY FOR ANY DAMAGE TO UTILITIES

SUMP PUMP CONNECTION DETAIL

NOT TO SCALE

ENGINEERING
RESOURCE ASSOCIATES



35701 WEST AVENUE, SUITE 150
HILL AVENUE GLEN ELLYN, ILLINOIS 60135
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PATRICK J MURPHY
BUILDERS

GLEN ESTATES

HILL AVENUE GLEN ELLYN
PROJECT 150106

DATE	: 04-30-2020
PROJECT #	: 150106.00
PROF. DESIGN #	: 184.001186
DRAWN BY	: TF
CHECKED BY	: NAV

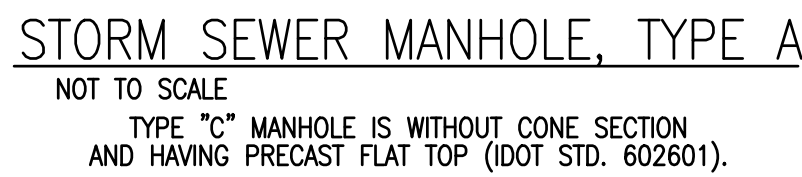
DATE	: 04-30-2020
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CHECKED BY	: NAV

CONSTRUCTION
DETAILS

C-13.0
SHEET

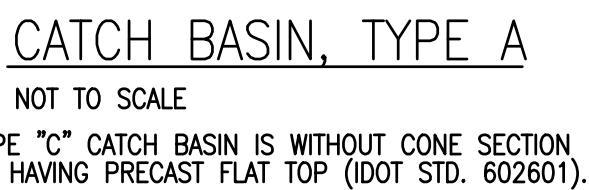
G:\PROJECTS\Patrick J Murphy Builders Inc\150106.00 Hill AveGlenEllyn CADD\ SHEETS\150106 SHEET C-13.0 ConstructionDetails.dwg

1. PRECAST-REINFORCED CONCRETE RISER RINGS AND CONES SHALL COMPLY WITH TEST STRENGTH - A.S.T.M. C-39. ADJUSTMENT RINGS SHALL NOT EXCEED 8" IN HEIGHT.
2. MINIMUM WALL THICKNESS SHALL BE 5" AND MINIMUM CIRCULAR REINFORCEMENT SHALL BE 0.18 SQUARE INCH PER FOOT.
3. THE BOTTOM MAY BE EITHER PRECAST WITH INVERTS AS INTEGRAL PART OR CAST IN PLACE WITH CLASS "SI" CONCRETE.
4. MANHOLE WALL THICKNESS "T" SHALL BE AS SHOWN IN THE LIST BELOW.
5. ALL STEPS SHALL BE CAST IRON AND CONFORM WITH NEENAH STANDARDS R-1981-1 OR APPROVAL.
6. ALL JOINTS BETWEEN PRE-CAST ELEMENTS, ADJUSTING RINGS AND MANHOLE FRAMES ON ALL UNDERGROUND STRUCTURES, SHALL BE SET IN PLACE WITH TWO ROWS OF ONE OF THE FOLLOWING BUTYL RUBBER JOINT SEALANTS: CONCRETE PRODUCTS SUPPLY CO. - EZ STK 518, HAMILTON-KENT GASKET CO. - KENT SEAL, OR EQUAL, AS APPROVED BY VILLAGE ENGINEERS, AND ALL JOINTS TO BE TUCKPOINTED WITH HYDRAULIC CEMENT.
7. SEE CONSTRUCTION PLANS FOR ACTUAL TYPE OF CASTING SPECIFIED.

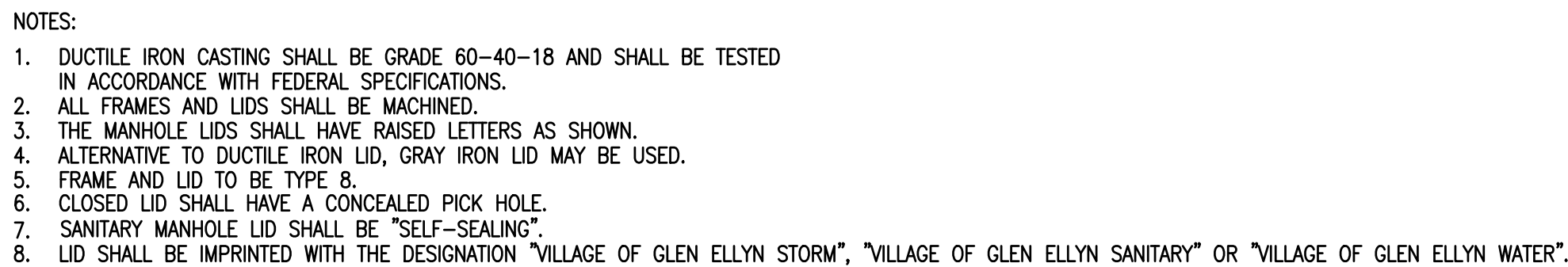


D	T
4'-0"	5"
5'-0"	6"
6'-0"	7"
7'-0"	8"
8'-0"	9"

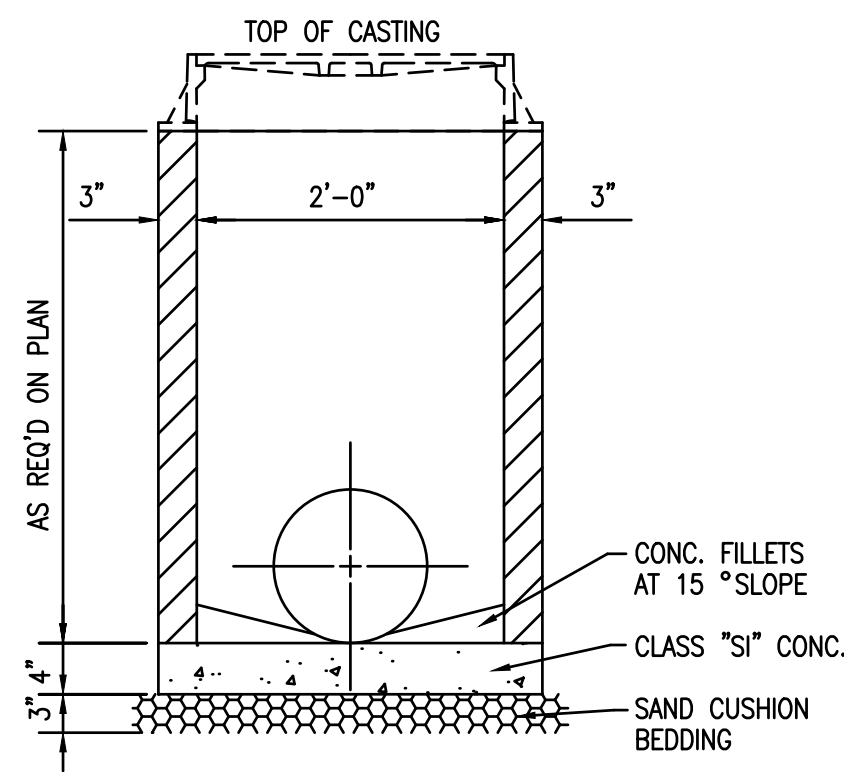
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2. MINIMUM WALL THICKNESS SHALL BE 5" AND MINIMUM CIRCULAR REINFORCEMENT SHALL BE 0.18 SQUARE INCH PER FOOT.
3. ALL JOINTS BETWEEN PRE-CAST ELEMENTS, ADJUSTING RINGS AND MANHOLE FRAMES ON ALL UNDERGROUND STRUCTURES, SHALL BE SET IN PLACE WITH TWO ROWS OF ONE OF THE FOLLOWING BUTYL RUBBER JOINT SEALANTS: CONCRETE PRODUCTS SUPPLY CO. - (EZ STIK STB), HAMILTON-KENT GASKET CO. - (KENT SEAL), OR EQUAL, AS APPROVED BY VILLAGE ENGINEER, AND ALL JOINTS TO BE TUCKPOINTED WITH HYDRAULIC CEMENT.
4. ALL DRAINAGE STRUCTURES LOCATED IN REAR OR SIDE YARD AREAS SHALL BE INSTALLED WITH 2-6 INCH OR 3-4 INCH ADJUSTING RINGS. THIS WILL PROVIDE FOR A FUTURE MAXIMUM ADJUSTMENT OF 12 INCHES.
5. MANHOLE WALL THICKNESS "T" SHALL BE AS SHOWN IN THE LIST BELOW.
6. CASTING FOR SOME SLOPE CONDITIONS, USE EJW V-4010-2 (NEENAH R-3065-2) OR APPROVED EQUAL.
7. SEE CONSTRUCTION PLANS FOR ACTUAL TYPE OF CASTING SPECIFIED.



D	T
4'-0"	5"
5'-0"	6"
6'-0"	7"
7'-0"	8"
8'-0"	9"

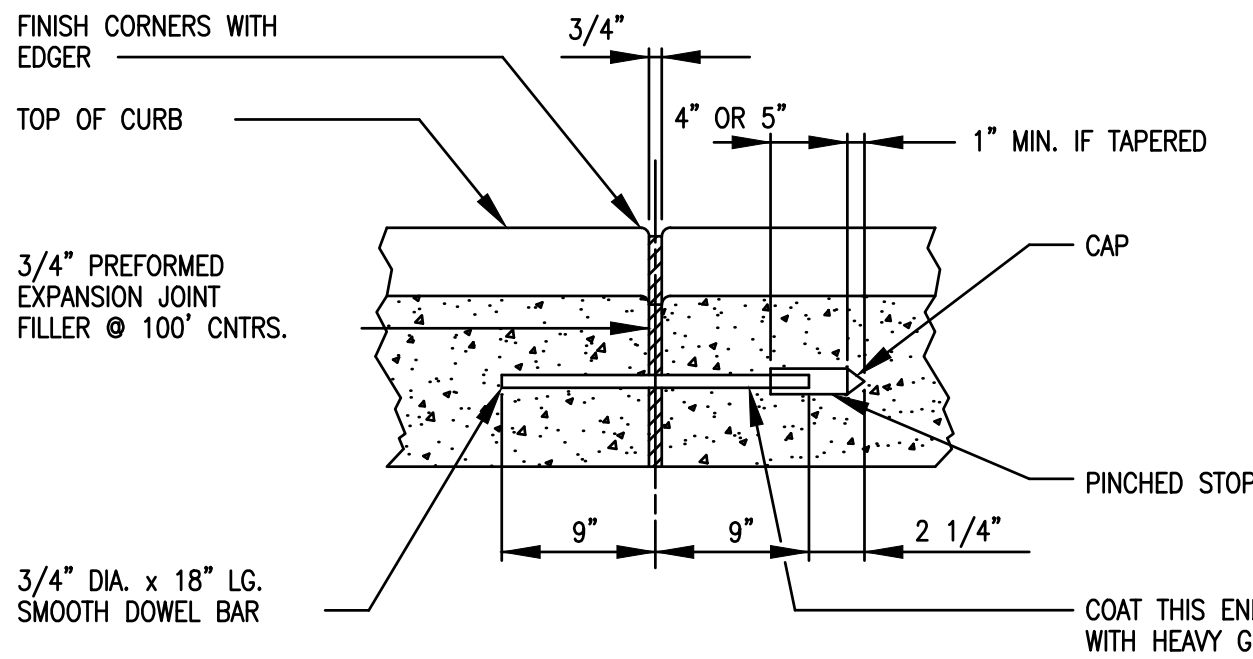


TYPE 1 FRAME & LID
NOT TO SCALE



1. MINIMUM WALL THICKNESS SHALL BE 3" AND MINIMUM CIRCULAR REINFORCEMENT SHALL BE 0.18 SQUARE INCH PER FOOT.
2. THE BOTTOM MAY BE EITHER PRECAST WITH INVERTS AS INTEGRAL PART OR CAST IN PLACE WITH CLASS "SI" CONCRETE.
3. ALL JOINTS BETWEEN PRE-CAST ELEMENTS, ADJUSTING RINGS AND FRAMES ON ALL UNDERGROUND STRUCTURES, SHALL BE SET IN PLACE WITH TWO ROWS OF ONE OF THE FOLLOWING BUTYL RUBBER JOINT SEALANTS: CONCRETE PRODUCTS SUPPLY CO. - EZ STIK STB, HAMILTON - KENT GASKET CO. - KENT SEAL, OR EQUAL, AS APPROVED BY THE VILLAGE ENGINEERS, AND ALL JOINTS TO BE TUCKPOINTED WITH HYDRAULIC CEMENT.
4. DRAINAGE STRUCTURES LOCATED IN REAR OR SIDE YARD AREAS SHALL BE INSTALLED WITH 2-6 INCH OR 3-4 INCH ADJUSTING RINGS. THIS WILL PROVIDE FOR A FUTURE MAXIMUM ADJUSTMENT OF 12 INCHES.
5. CASTING FOR SOME SLOPE CONDITIONS, USE EJIW V-4010-2 (NEENAH R-3065-2) OR APPROVED EQUAL.
6. SEE CONSTRUCTION PLANS FOR ACTUAL TYPE OF CASTING SPECIFIED.

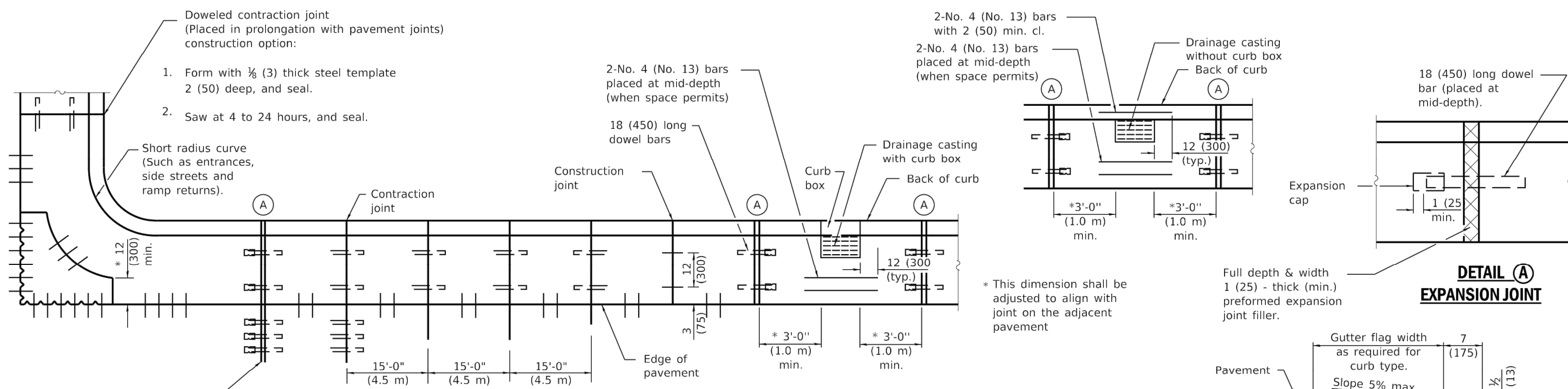
INLET, TYPE A
NOT TO SCALE



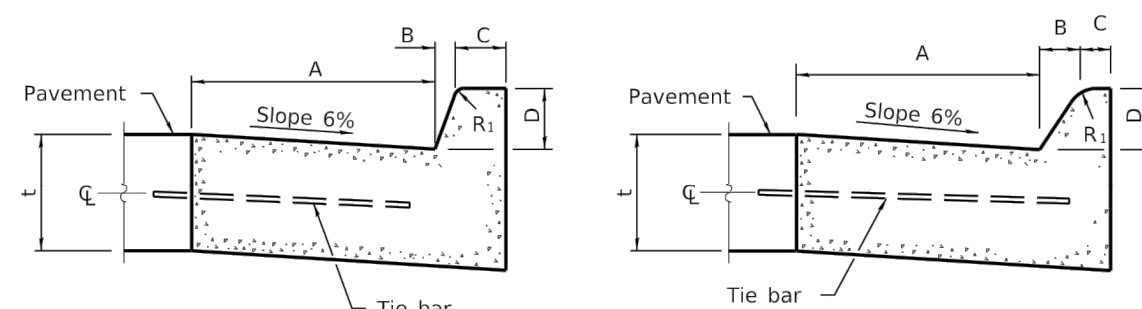
ALL EXPANSION JOINTS SHALL BE PROVIDED WITH A 3/4" DIA. x 18" LONG COATED SMOOTH DOWEL BAR CONFORMING TO ARTICLE 710.14B OF THE STANDARD SPECIFICATIONS. THE DOWEL BAR SHALL BE FITTED WITH A CAP HAVING A PINCHED STOP THAT WILL PROVIDE 1" OF EXPANSION. JOINTS SHALL CONSTRUCTED AT 100 FT. INTERVALS, AT ALL POINTS OF TANGENCY AND AT THE END OF EACH DAY'S POUR. SAWED JOINTS SHALL BE PROVIDED AT 25 FT. INTERVALS.

P.C.C. CURB & GUTTER EXPANSION JOINT DETAIL

NOT TO SCALE



ADJACENT TO PCC PAVEMENT OR PCC BASE COURSE



BARRIER CURB

TYPE	A	B	C	D	R1
B-6.06	6	1	6	6	1
(B-15.15)	(150)	(25)	(150)	(150)	(25)
B-6.12	12	1	6	6	1
(B-15.31)	(300)	(25)	(150)	(150)	(25)
B-6.18	18	1	6	6	1
(B-15.45)	(450)	(25)	(150)	(150)	(25)
B-6.24	24	1	6	6	1
(B-15.60)	(600)	(25)	(150)	(150)	(25)
B-9.12	12	2	5	9	1
(B-22.30)	(300)	(50)	(125)	(225)	(25)
B-9.18	18	2	5	9	1
(B-22.45)	(450)	(50)	(125)	(225)	(25)
B-9.24	24	2	5	9	1
(B-22.60)	(600)	(50)	(125)	(225)	(25)

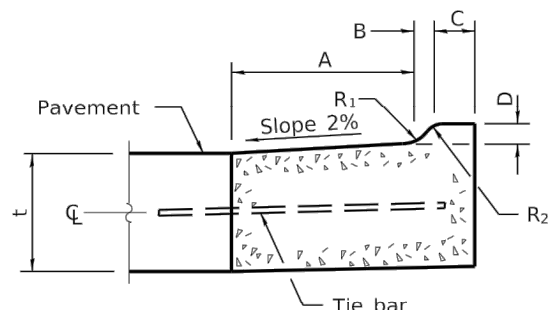
* For corner islands only.

Illinois Department of Transportation
PASSED January 3, 2018
ENGINEER OF LOCAL ROADS AND STREETS
APPROVED January 3, 2018
ENGINEER OF DESIGN AND ENVIRONMENT

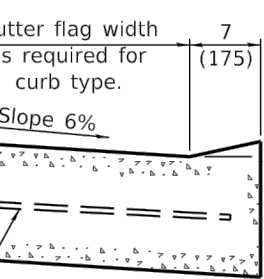
MOUNTABLE CURB

TYPE	A	B	C	D	R1	R2
M-2.06	6	2	4	2	3	2
(M-5.15)	(150)	(50)	(100)	(50)	(75)	(50)
M-2.12	12	2	4	2	3	2
(M-5.30)	(300)	(50)	(100)	(50)	(75)	(50)
M-4.06	6	4	3	4	3	NA
(M-10.15)	(150)	(100)	(75)	(100)	(75)	NA
M-4.12	12	4	3	4	3	NA
(M-10.30)	(300)	(100)	(75)	(100)	(75)	NA
M-4.18	18	4	3	4	3	NA
(M-10.45)	(450)	(100)	(75)	(100)	(75)	NA
M-4.24	24	4	3	4	3	NA
(M-10.60)	(600)	(100)	(75)	(100)	(75)	NA
M-6.06	6	6	2	6	2	NA
(M-15.15)	(150)	(150)	(50)	(150)	(50)	NA
M-6.12	12	6	2	6	2	NA
(M-15.30)	(300)	(150)	(50)	(150)	(50)	NA
M-6.18	18	6	2	6	2	NA
(M-15.45)	(450)	(150)	(50)	(150)	(50)	NA
M-6.24	24	6	2	6	2	NA
(M-15.60)	(600)	(150)	(50)	(150)	(50)	NA

ADJACENT TO PCC BASE COURSE WITH HMA SURFACING

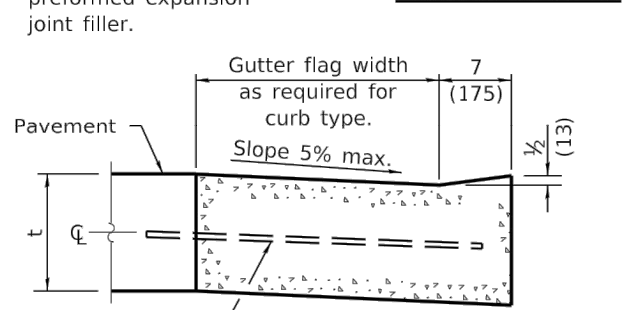


M-2.06 (M-5.15) and M-2.12 (M-5.30)



DEPRESSED CURB (TYPICAL)

DETAIL (A) EXPANSION JOINT



DEPRESSED CURB ADJACENT TO CURB RAMP ACCESSIBLE TO THE DISABLED

GENERAL NOTES

The bottom slope of combination curb and gutter constructed adjacent to pcc pavement shall be the same slope as the subbase or 6% when subbase is omitted.

t = Pavement thickness.

Longitudinal joint tie bars shall be No. 5 (No. 16) at 24 (600) centers in accordance with details for longitudinal construction joint shown on Standard 420001.

A minimum clearance of 2 (50) between the end of the tie bar and the back of the curb shall be maintained.

The dowel bars shown in contraction joints will only be required for monolithic construction.

See Standard 606301 for details of corner islands except reference to Standard 606001 does not apply.

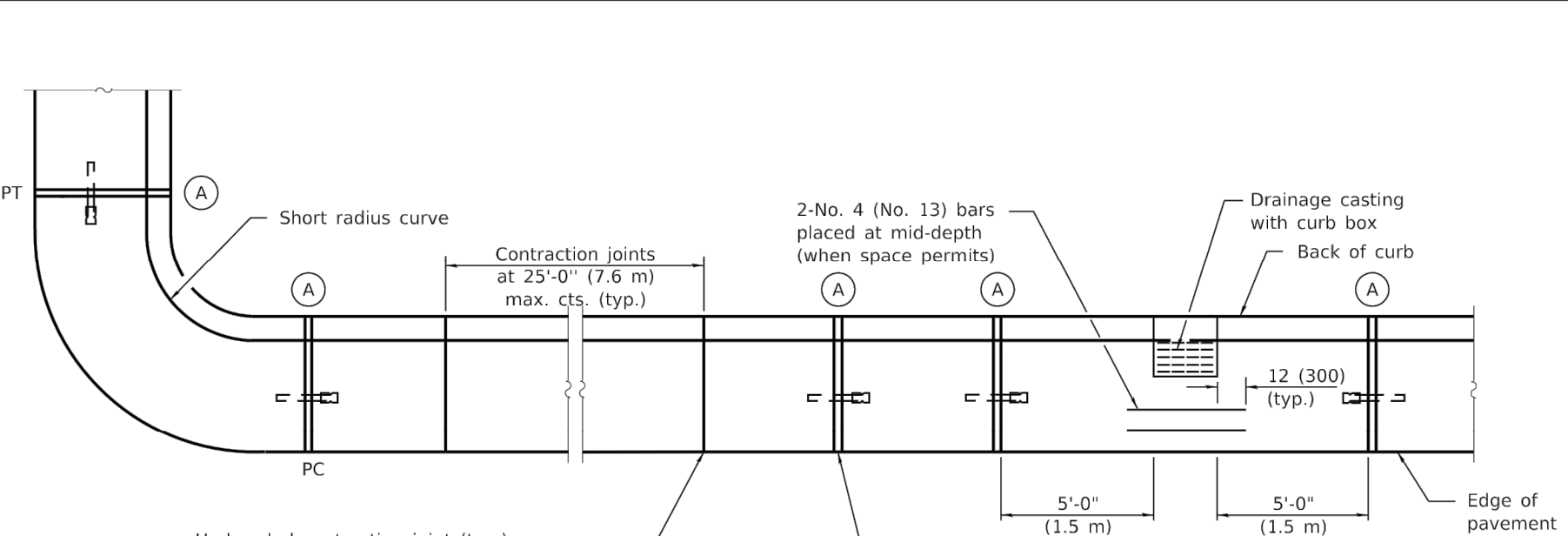
All dimensions are in inches (millimeters) unless otherwise shown.

CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER

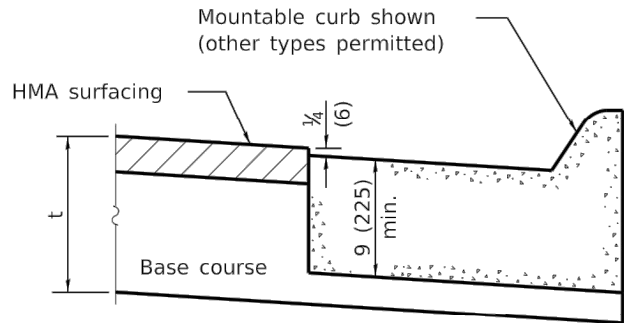
(Sheet 1 of 2)

B.L.R. 28

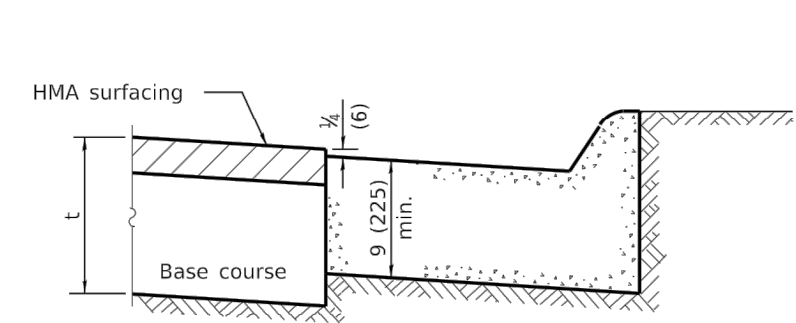
DATE	REVISIONS
1-1-18	New standard.



PLAN



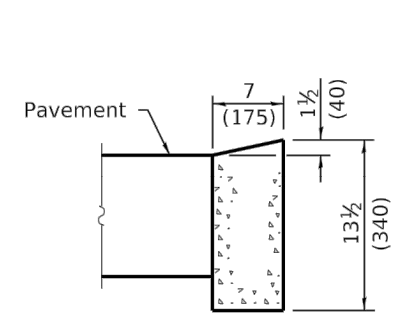
ON DISTURBED SUBGRADE



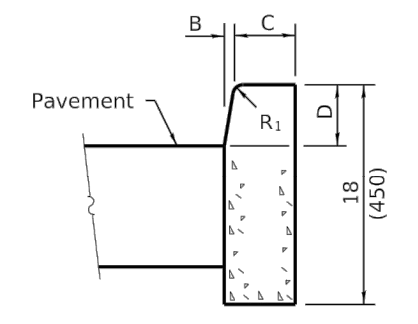
ON UNDISTURBED SUBGRADE

ADJACENT TO FLEXIBLE PAVEMENT

Illinois Department of Transportation
PASSED January 3, 2018
ENGINEER OF LOCAL ROADS AND STREETS
APPROVED January 3, 2018
ENGINEER OF DESIGN AND ENVIRONMENT

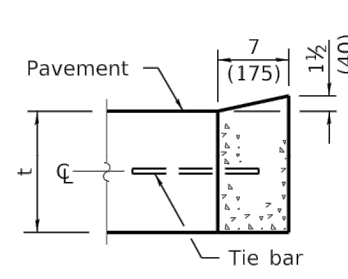


DEPRESSED CURB

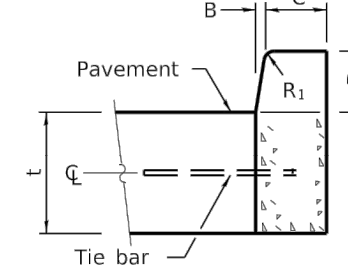


BARRIER CURB

ADJACENT TO FLEXIBLE PAVEMENT



DEPRESSED CURB



BARRIER CURB

ADJACENT TO PCC PAVEMENT OR PCC BASE COURSE

CONCRETE CURB TYPE B

CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER

(Sheet 2 of 2)

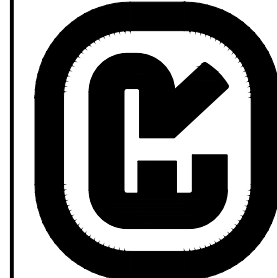
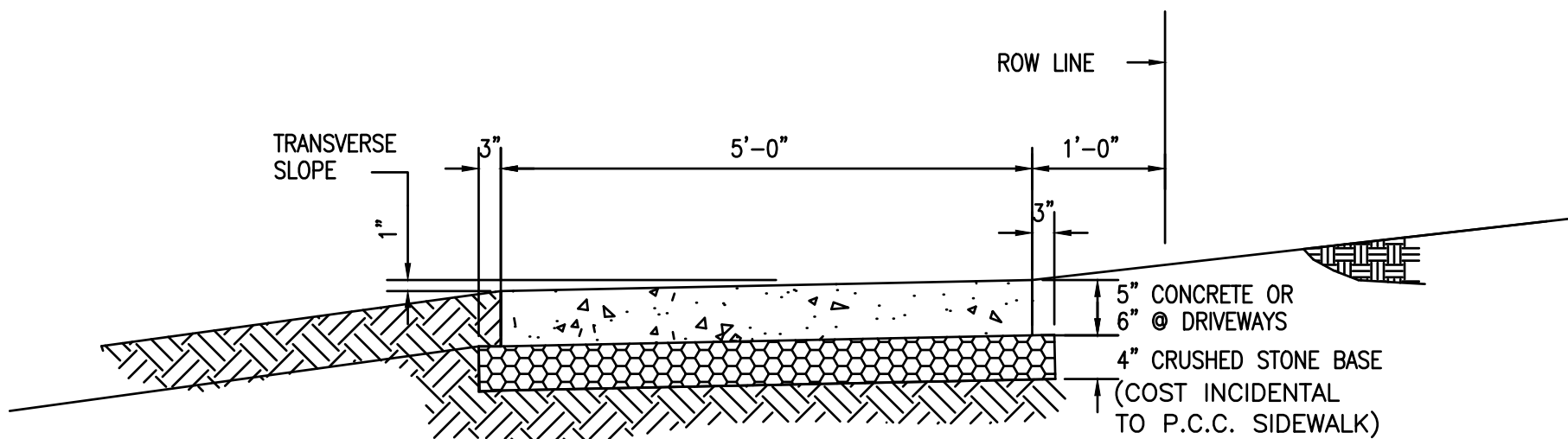
B.L.R. 28

NOTES:

1. THE CONCRETE SIDEWALK SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 424 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
2. THE CONCRETE SHALL CONFORM TO SECTION 1020 AND SHALL BE A CLASS SI AND SHALL DEVELOP A MINIMUM OF 3,500 PSI COMPRESSIVE STRENGTH AT 14 DAYS.
3. THE SIDEWALK PORTION OF THE RESIDENTIAL DRIVEWAY SHALL BE 6-INCHES THICK OR 8-INCHES FOR COMMERCIAL DRIVEWAY AND SHALL BE REINFORCED WITH FIBER MESH ADDITIVE. SEE P.C.C. SIDEWALK SPECIAL PROVISION FOR SYNTHETIC FIBER SPECIFICATIONS.
4. PLACEMENT WILL NOT BE PERMITTED UNLESS THE TEMPERATURE IS 28°F AND RISING. NO CHLORIDE ADDITIVE WILL BE PERMITTED IN THE CONCRETE.
5. SIDEWALK AT INTERSECTIONS SHALL BE DEPRESSED AND TEXTURED IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT. THE MAXIMUM ALLOWABLE SLOPE IS 1:20.
6. CONTROL JOINTS SHALL BE INSTALLED AT 5 FOOT CENTERS.
7. PREMOULDED FIBER EXPANSION JOINTS SHALL BE INSTALLED AT 100 FOOT CENTERS MAXIMUM OR WHERE THE SIDEWALK ABUTTS CURB OR OTHER SIDEWALK, OR AT THE END OF EACH POUR.
8. THE SIDEWALK SHALL HAVE A BROOM FINISH.

CONCRETE SIDEWALK DETAIL

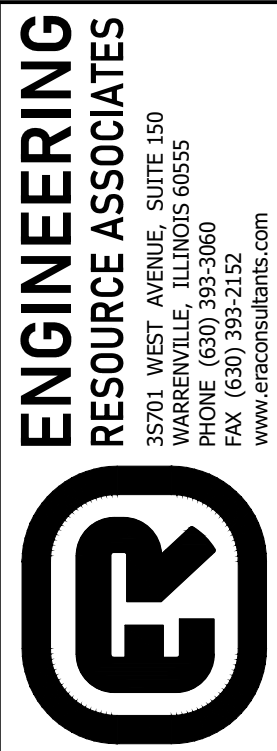
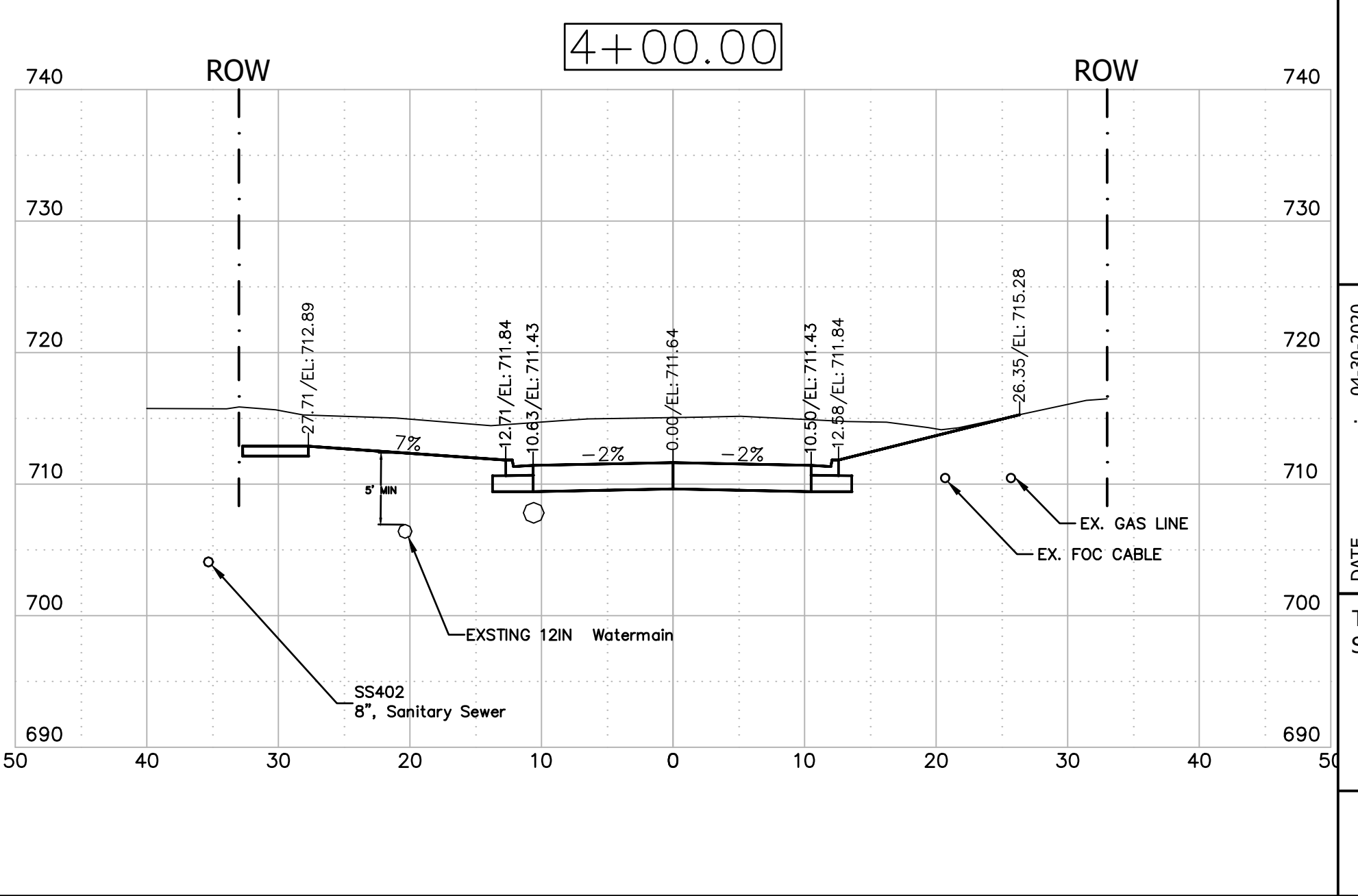
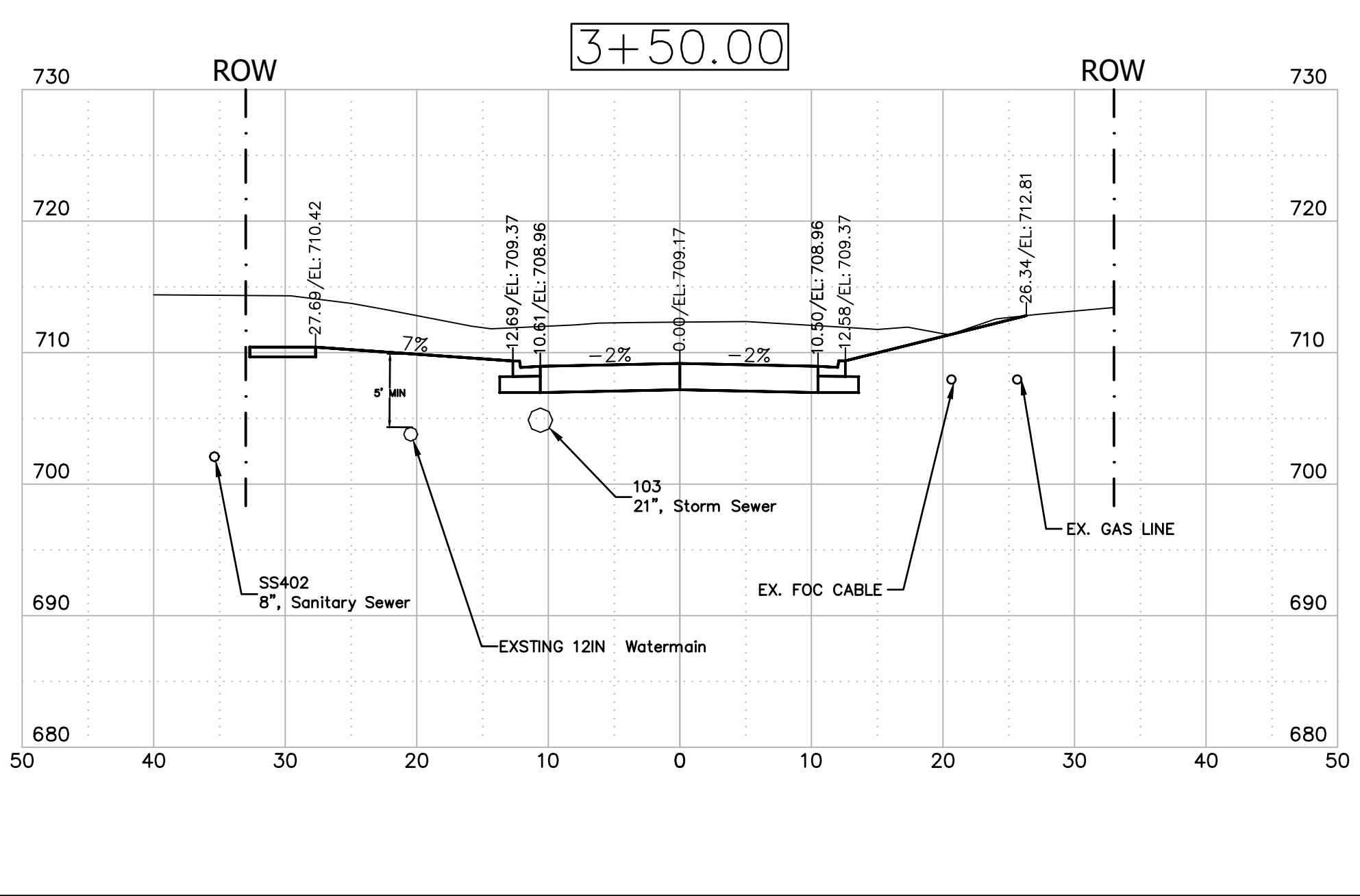
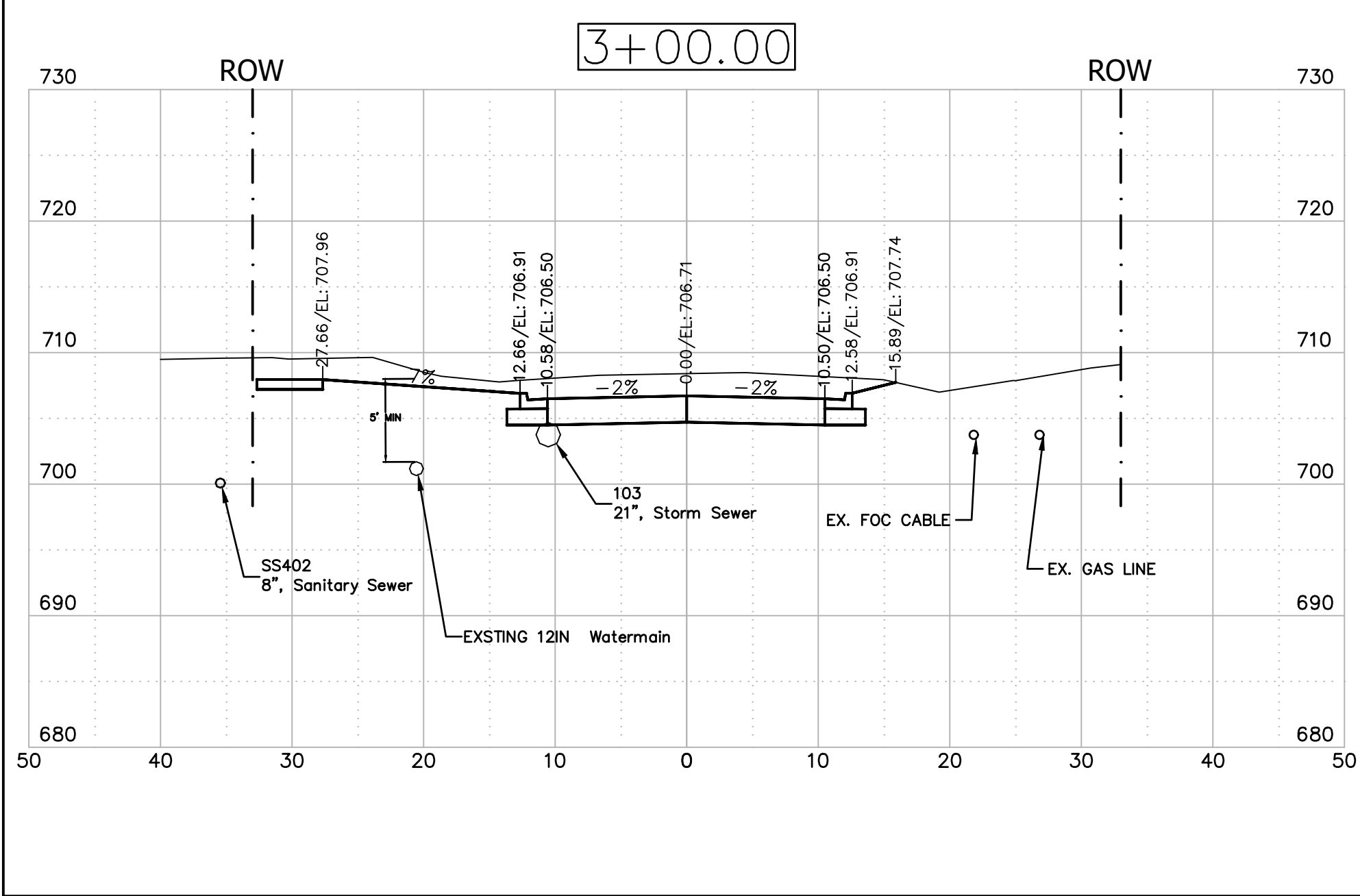
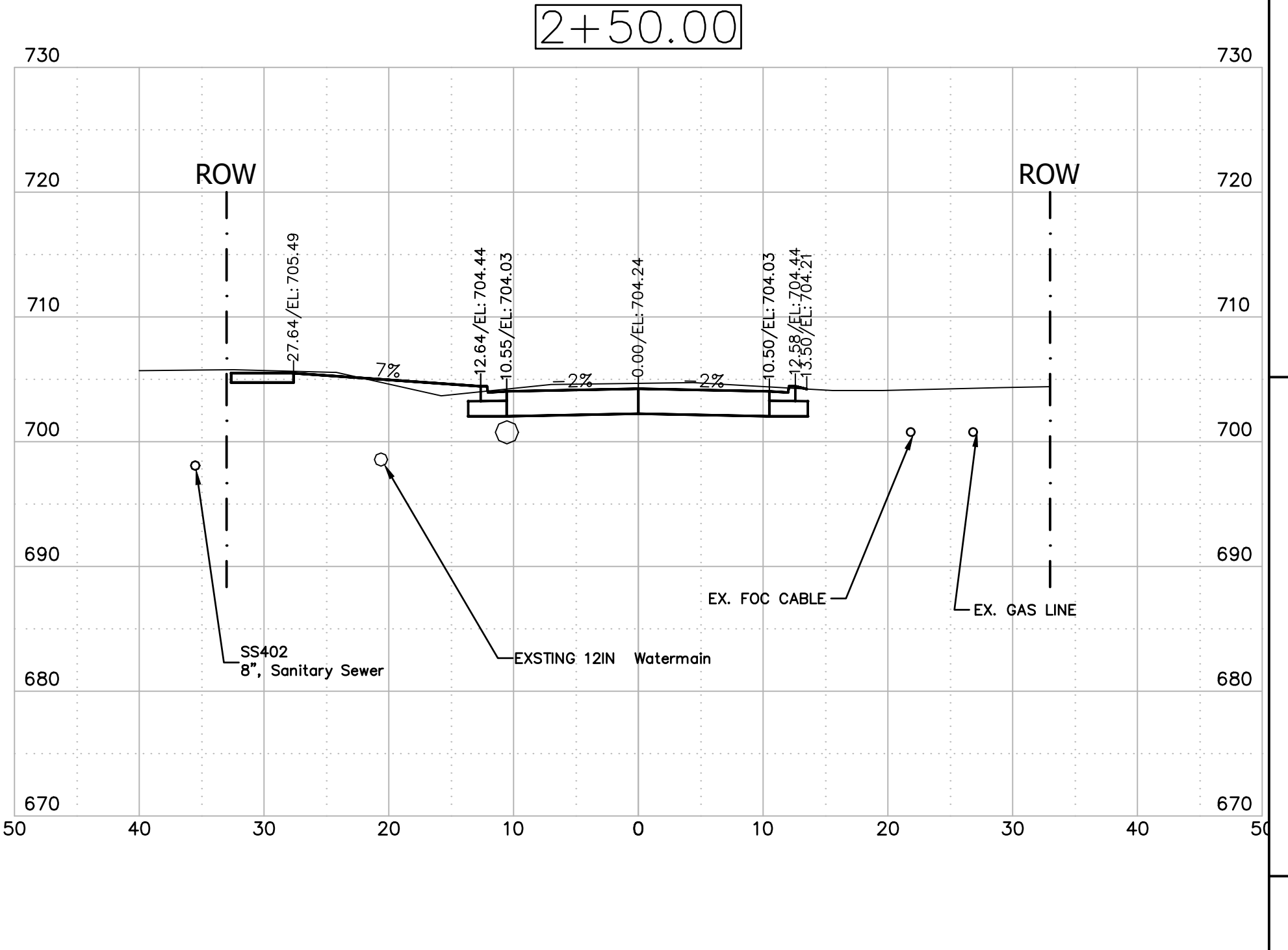
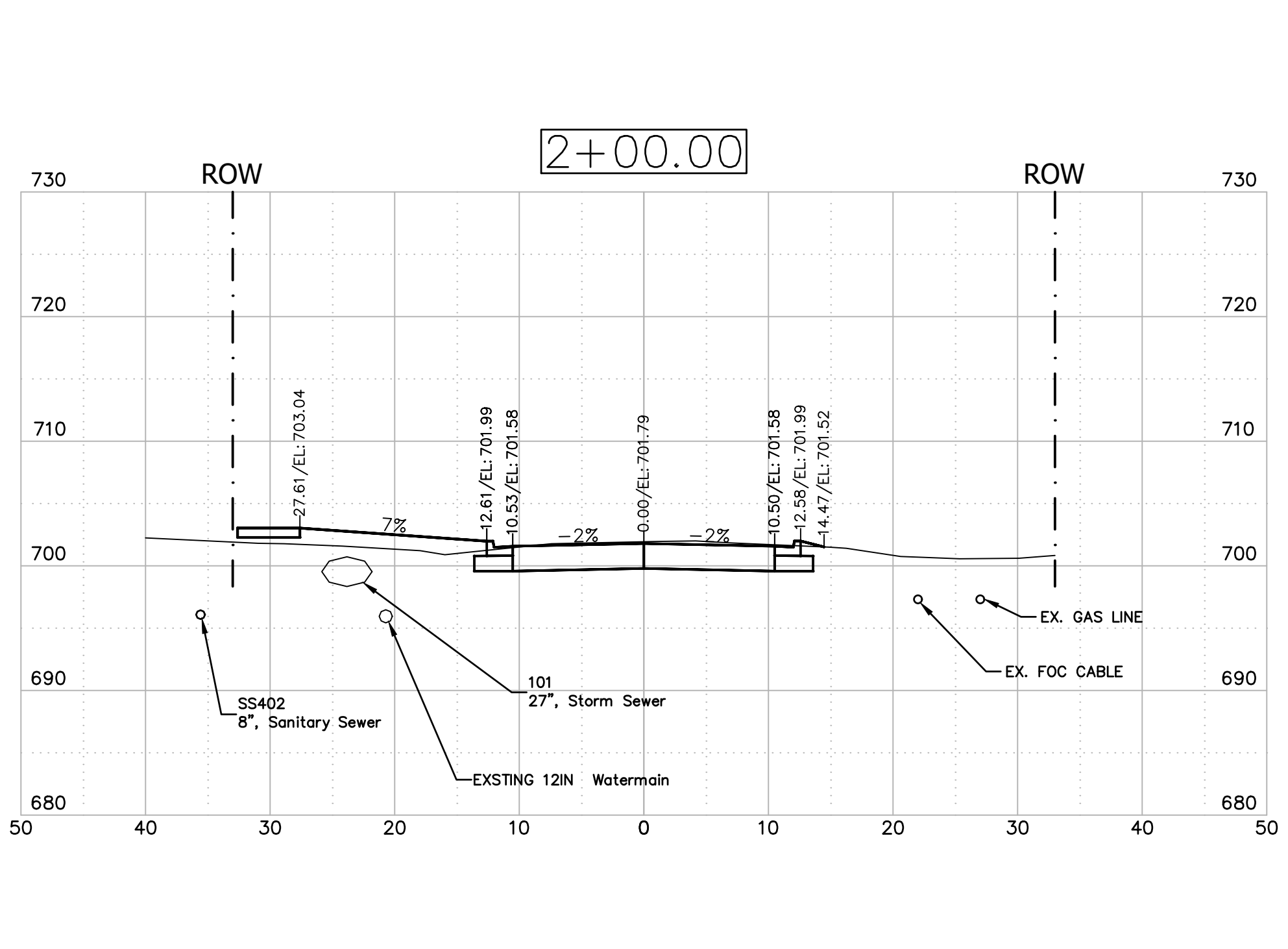
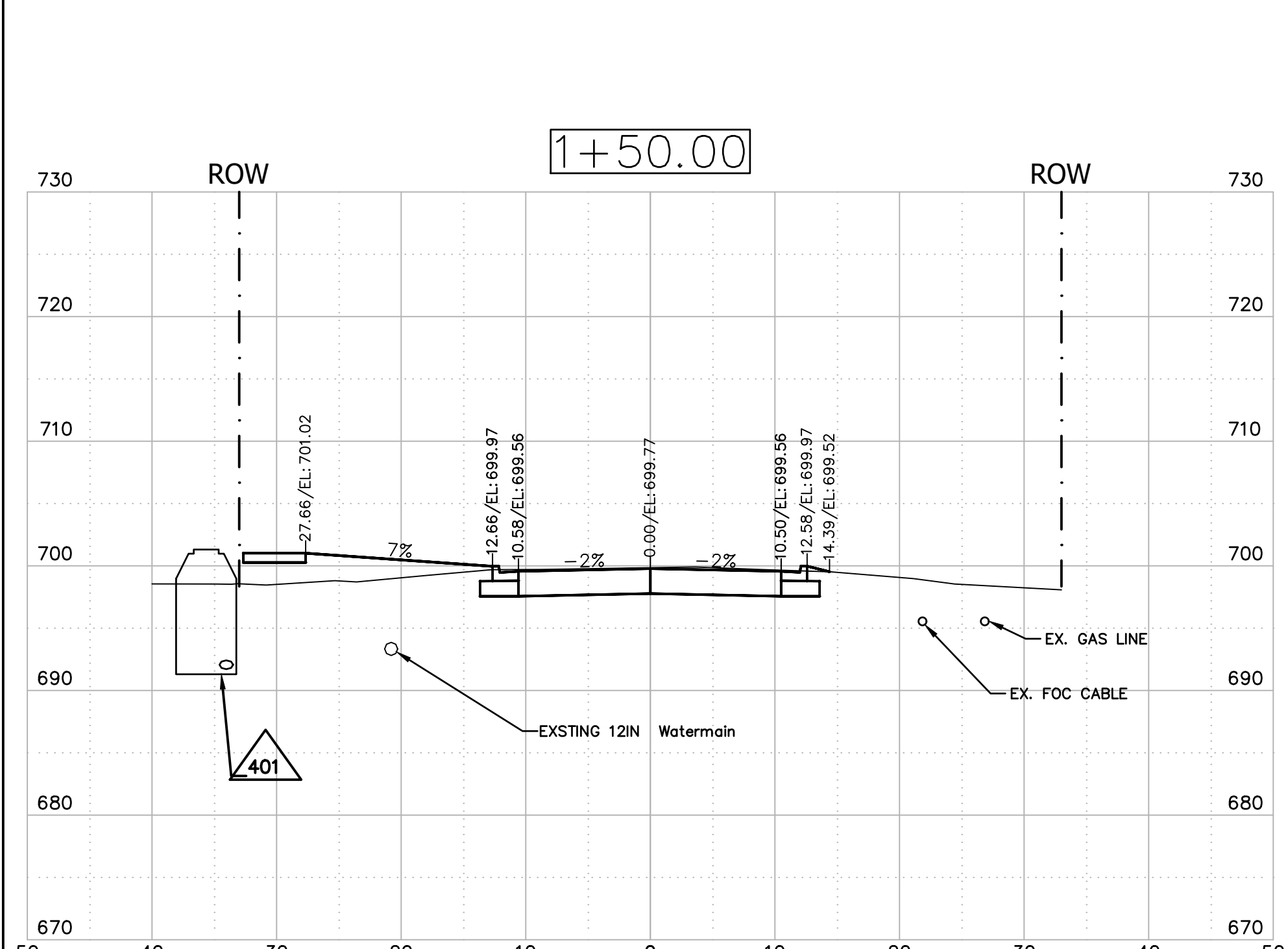
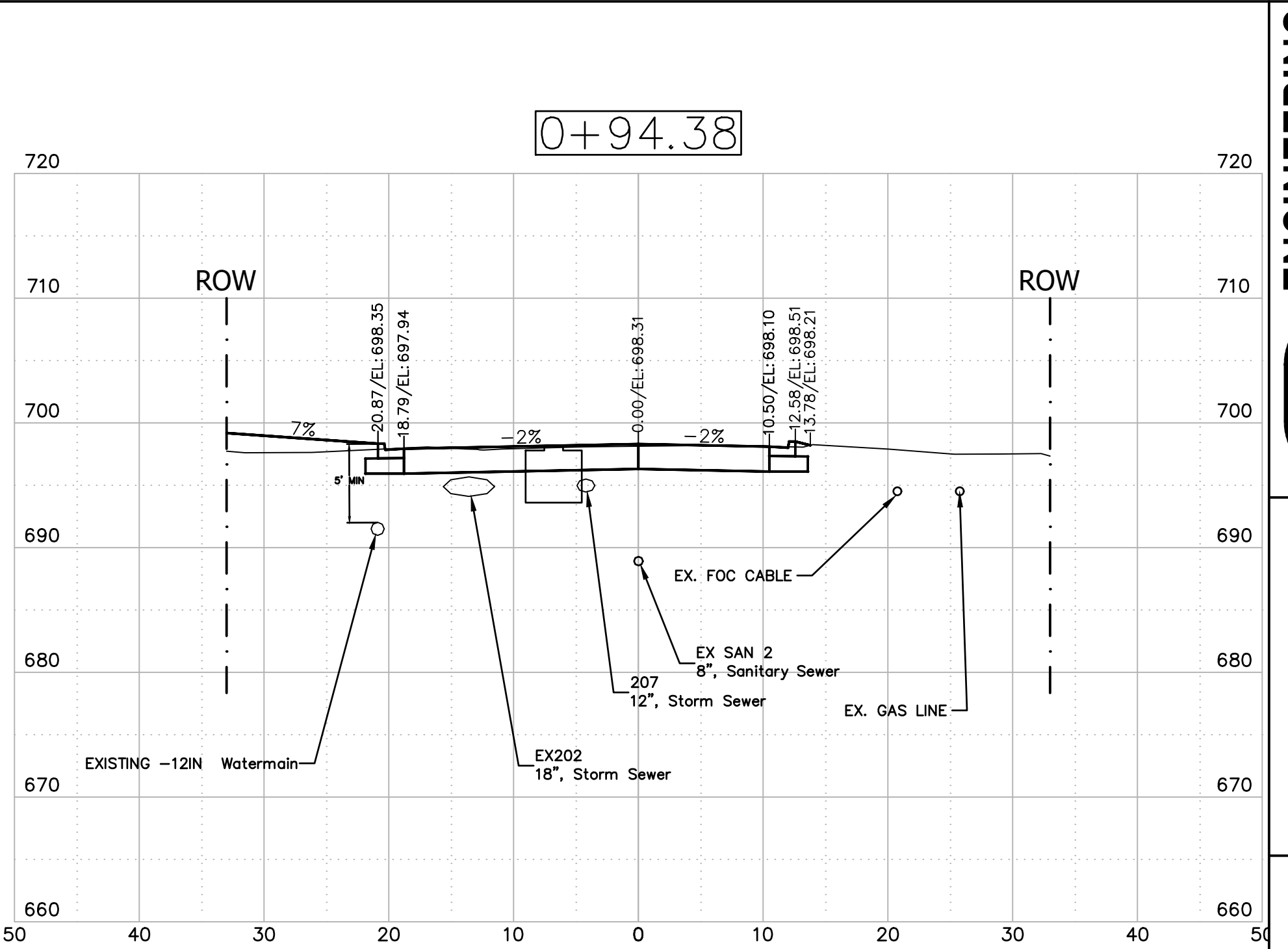
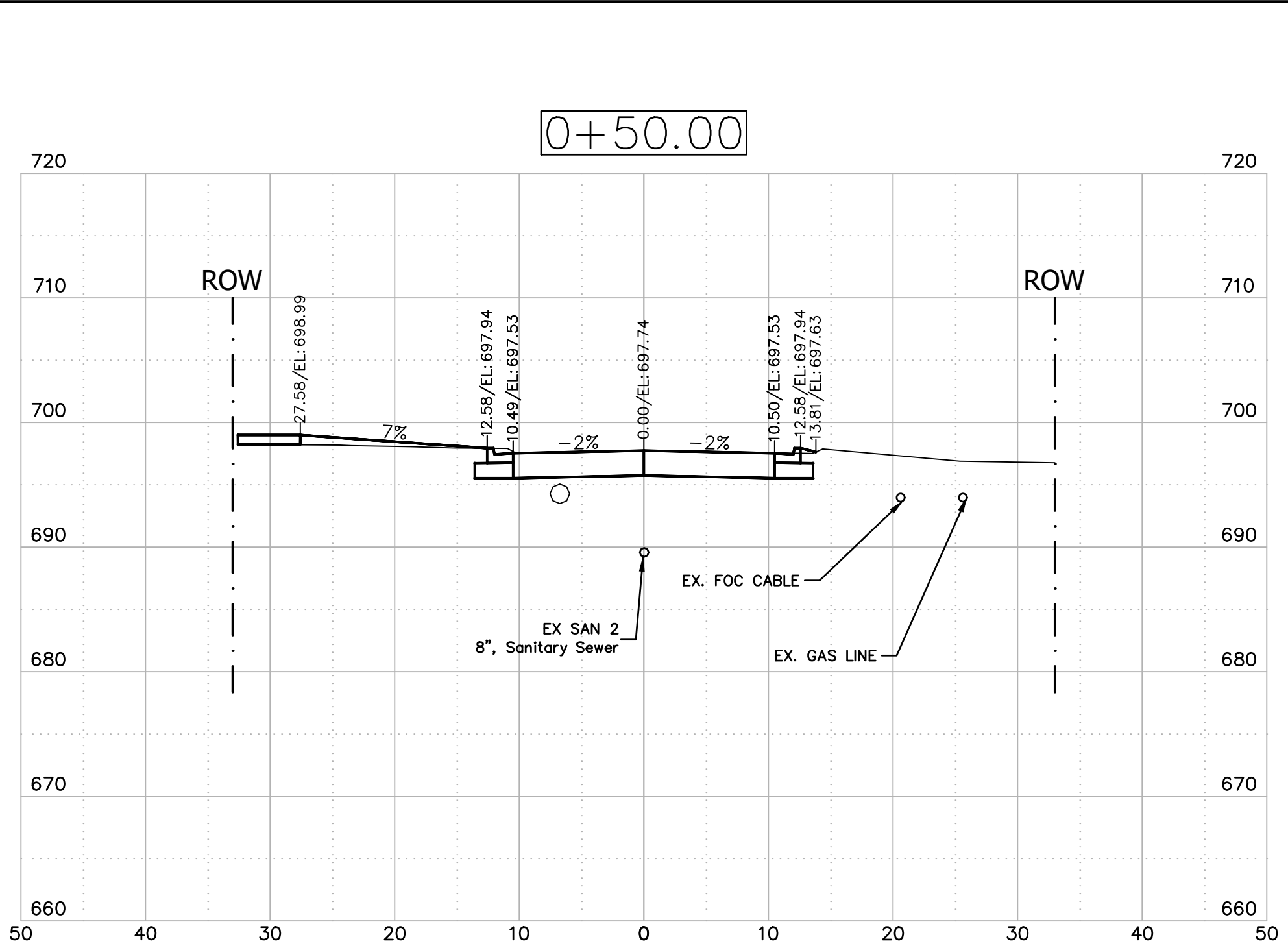
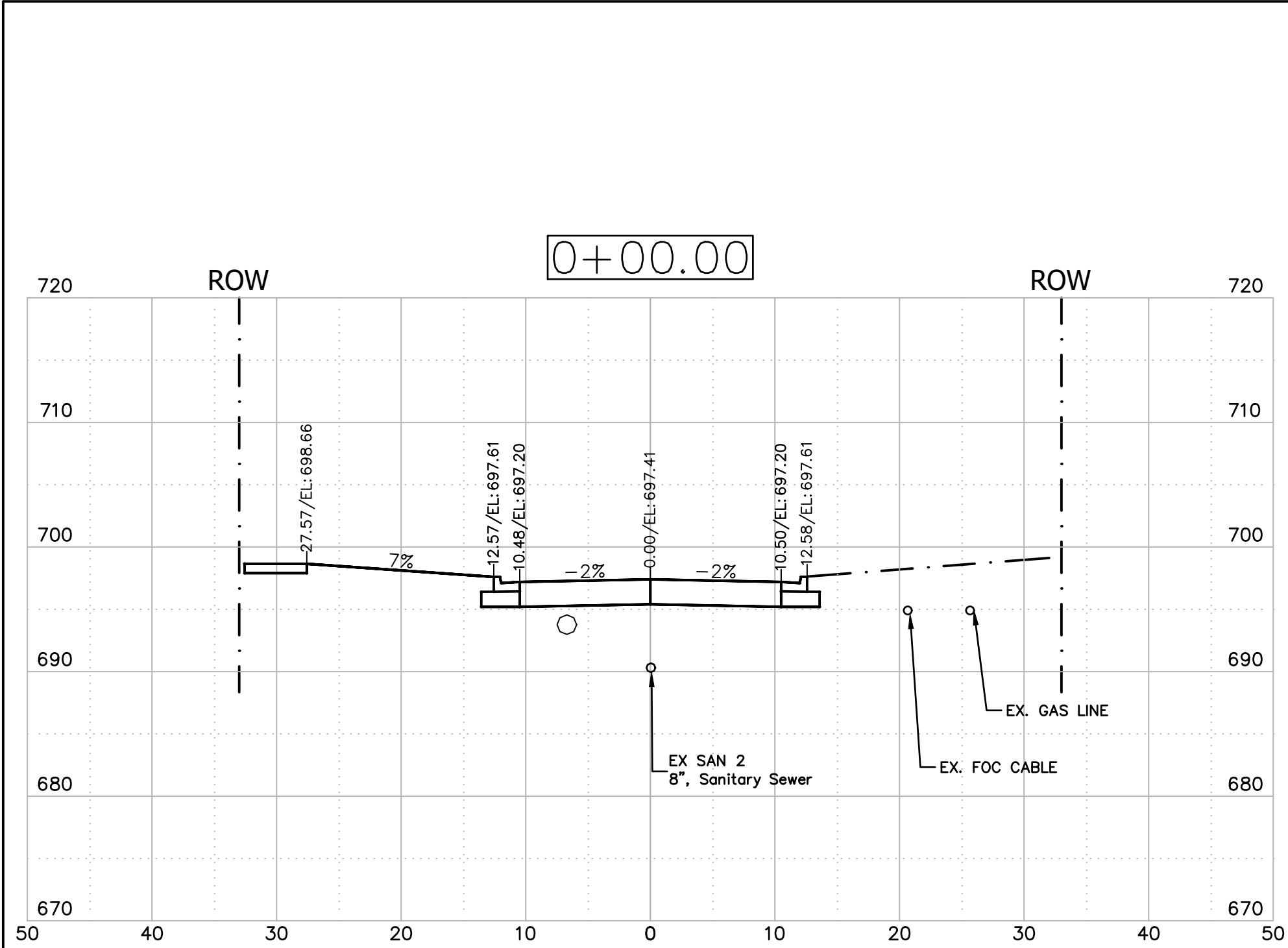
NOT TO SCALE



DATE	04-30-2020
PROJECT #	150106/00
PROF. DESIGN #	184.001186
DRAWN BY	TF
CHECKED BY	NAV

DESCRIPTION:	08-20-2021 PERMIT REVISION #6 04-30-2020 PERMIT SUBMITTAL
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CONSTRUCTION DETAILS



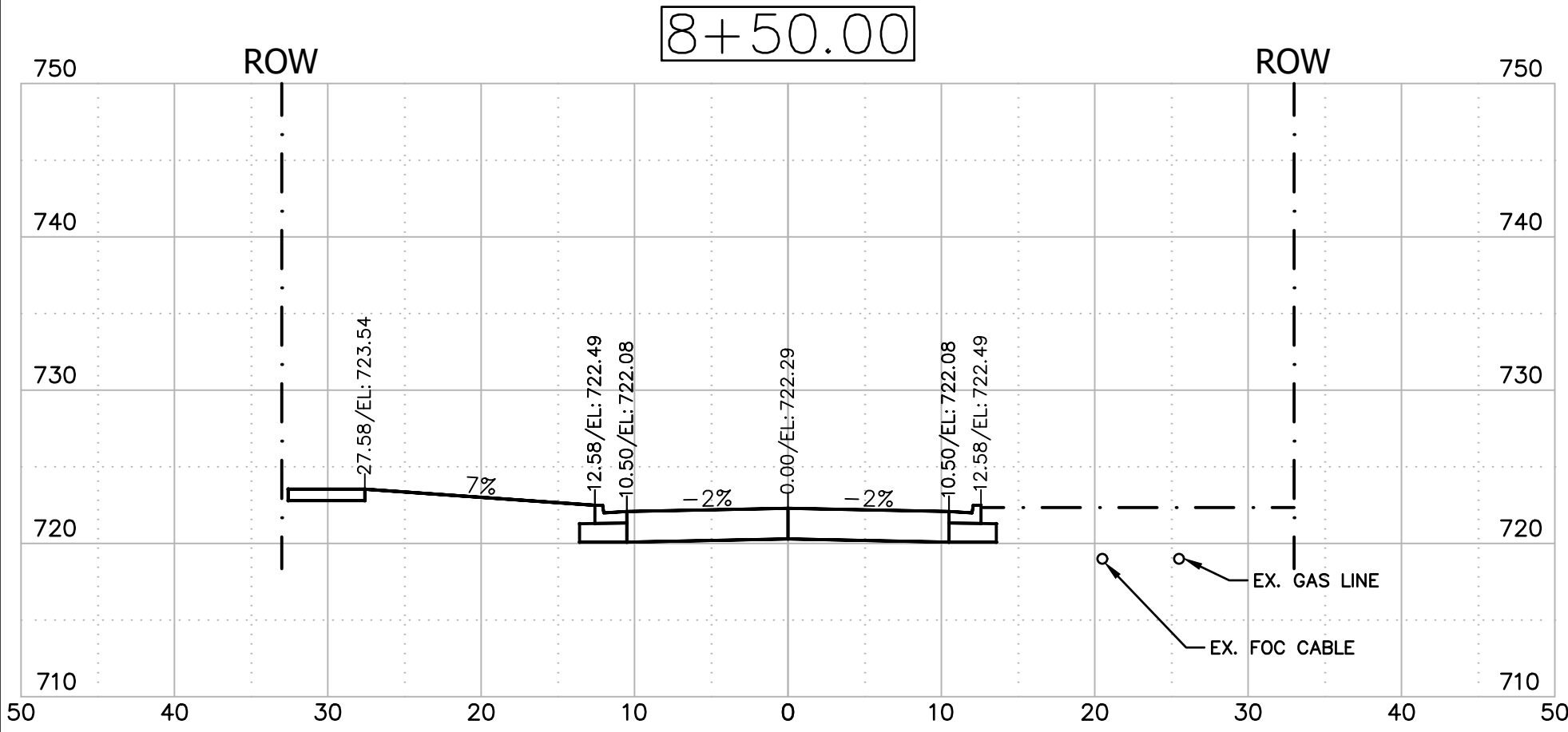
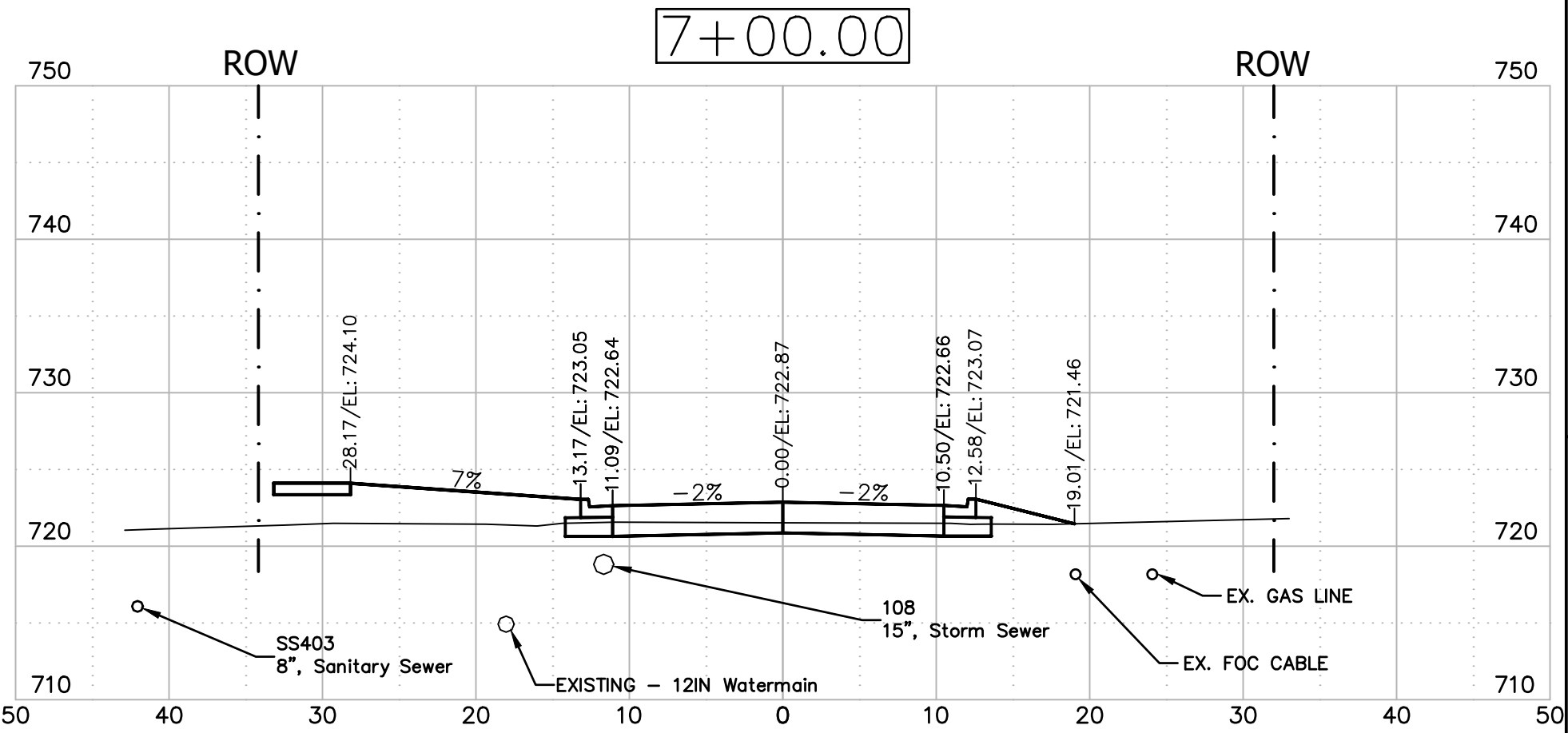
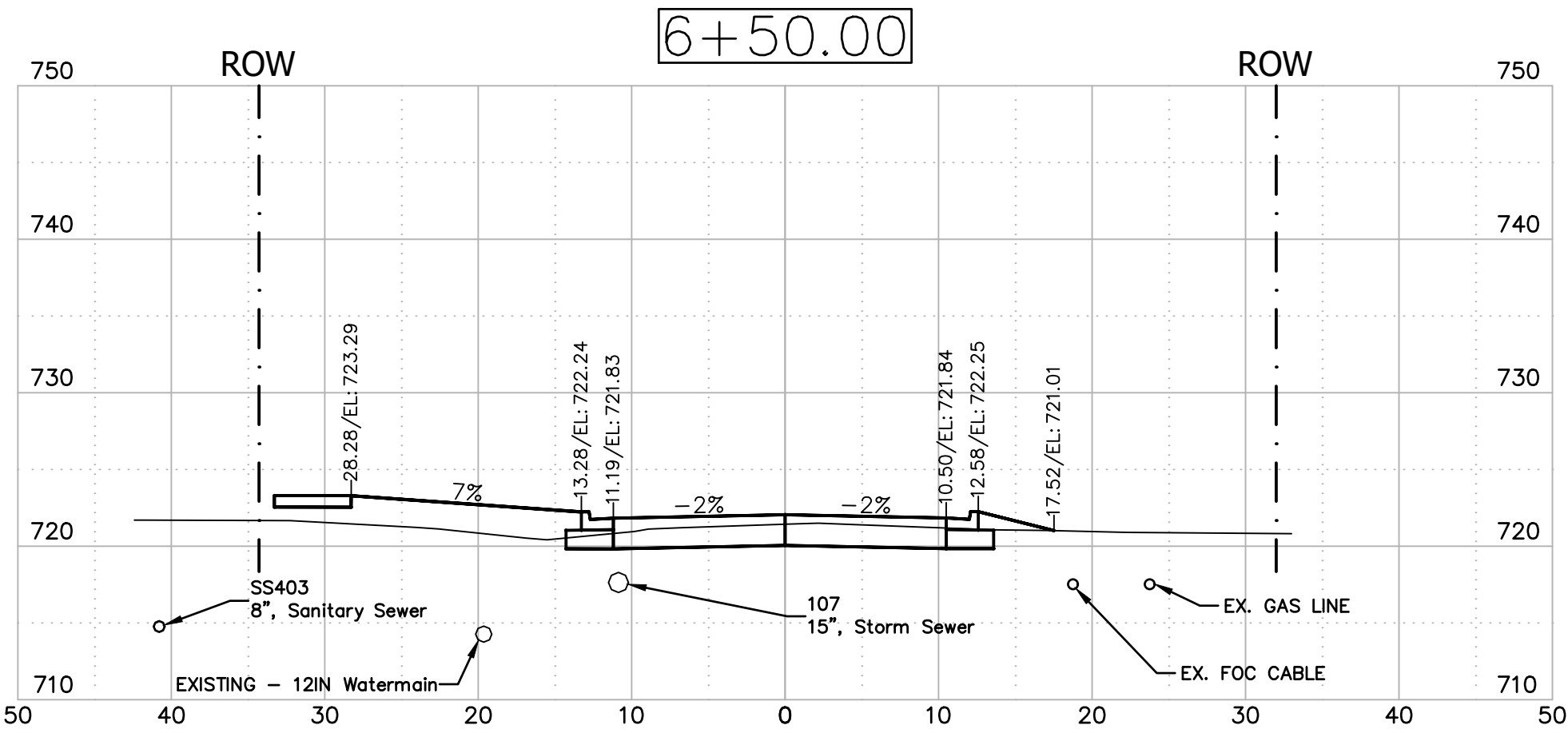
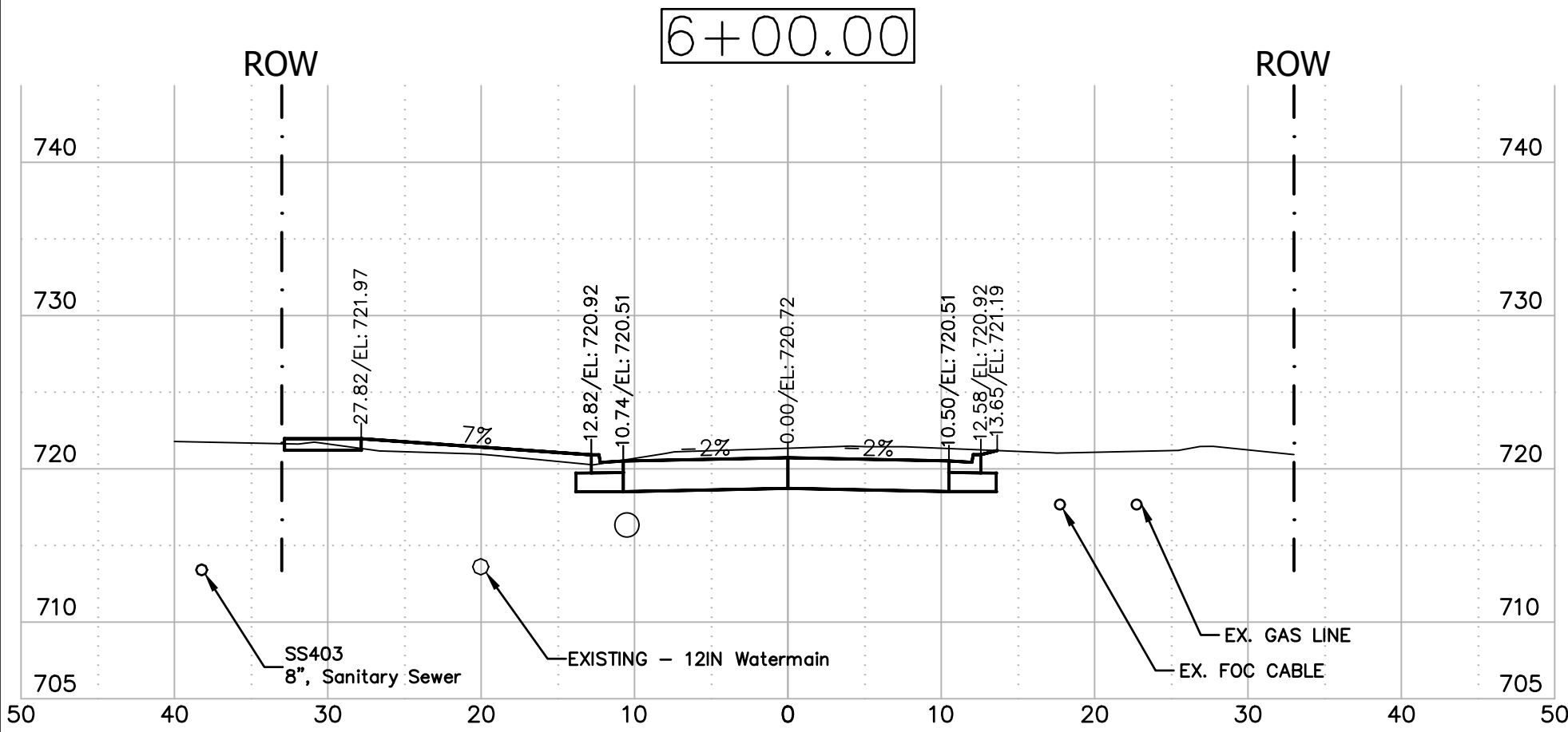
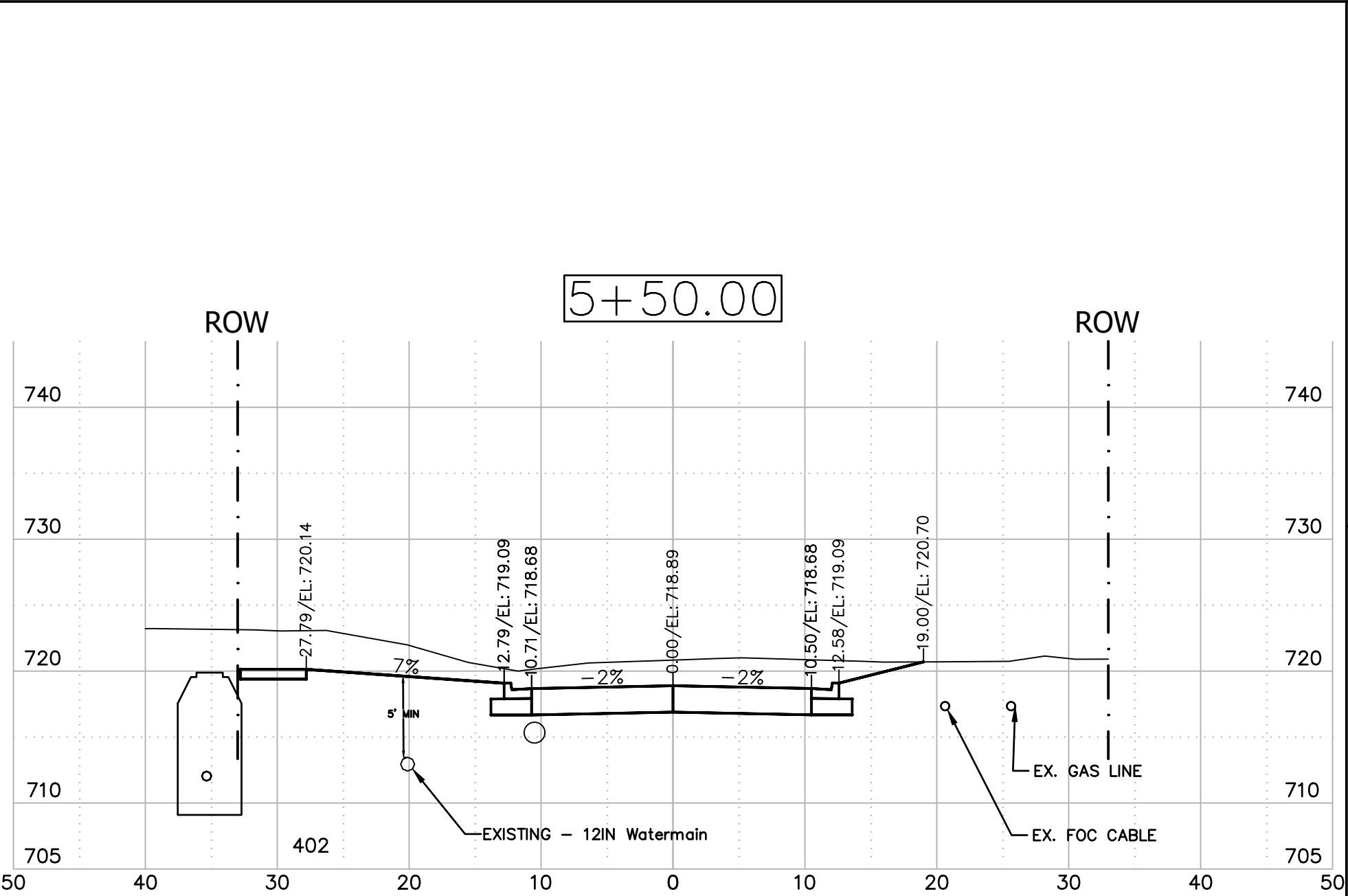
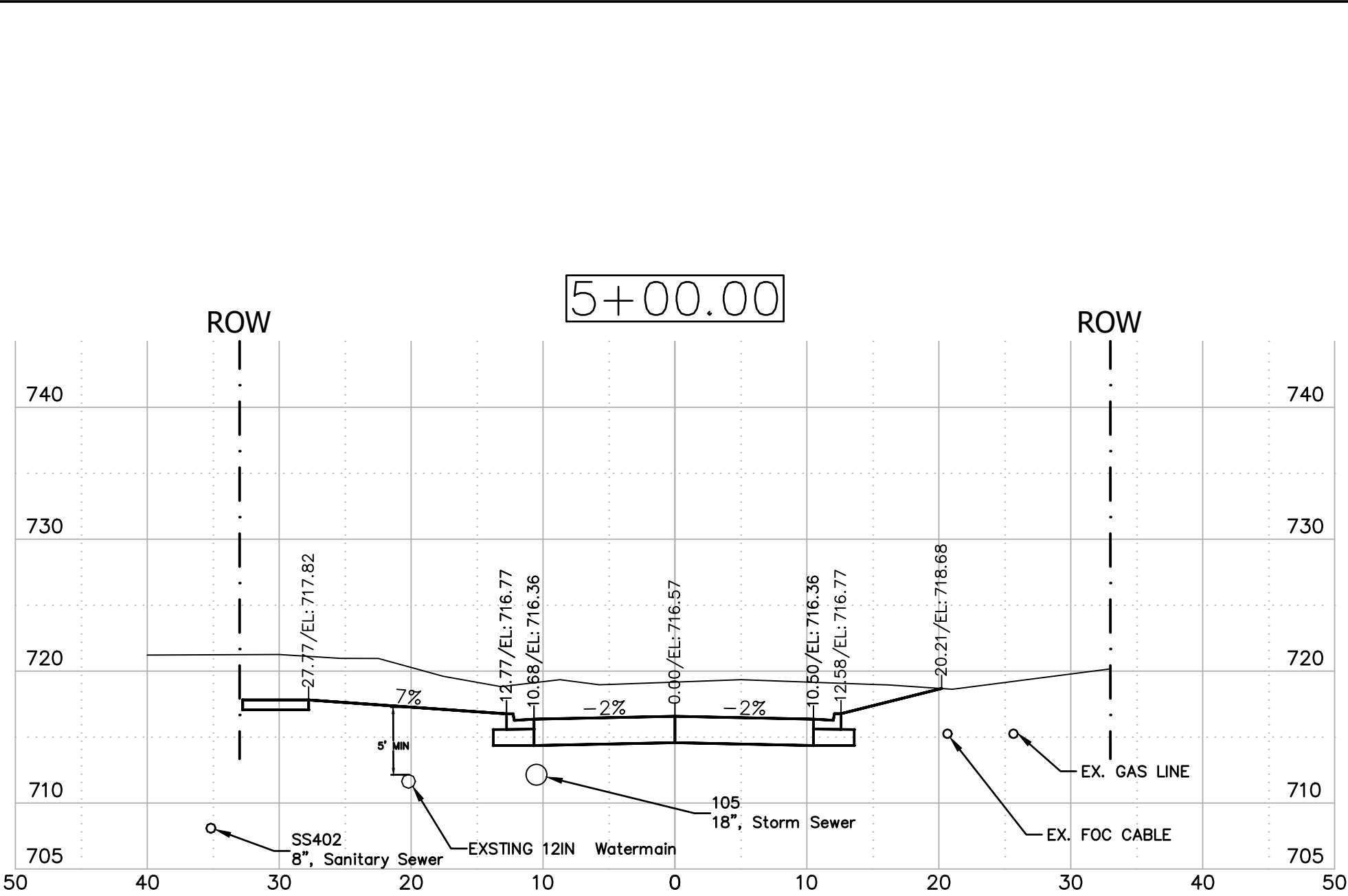
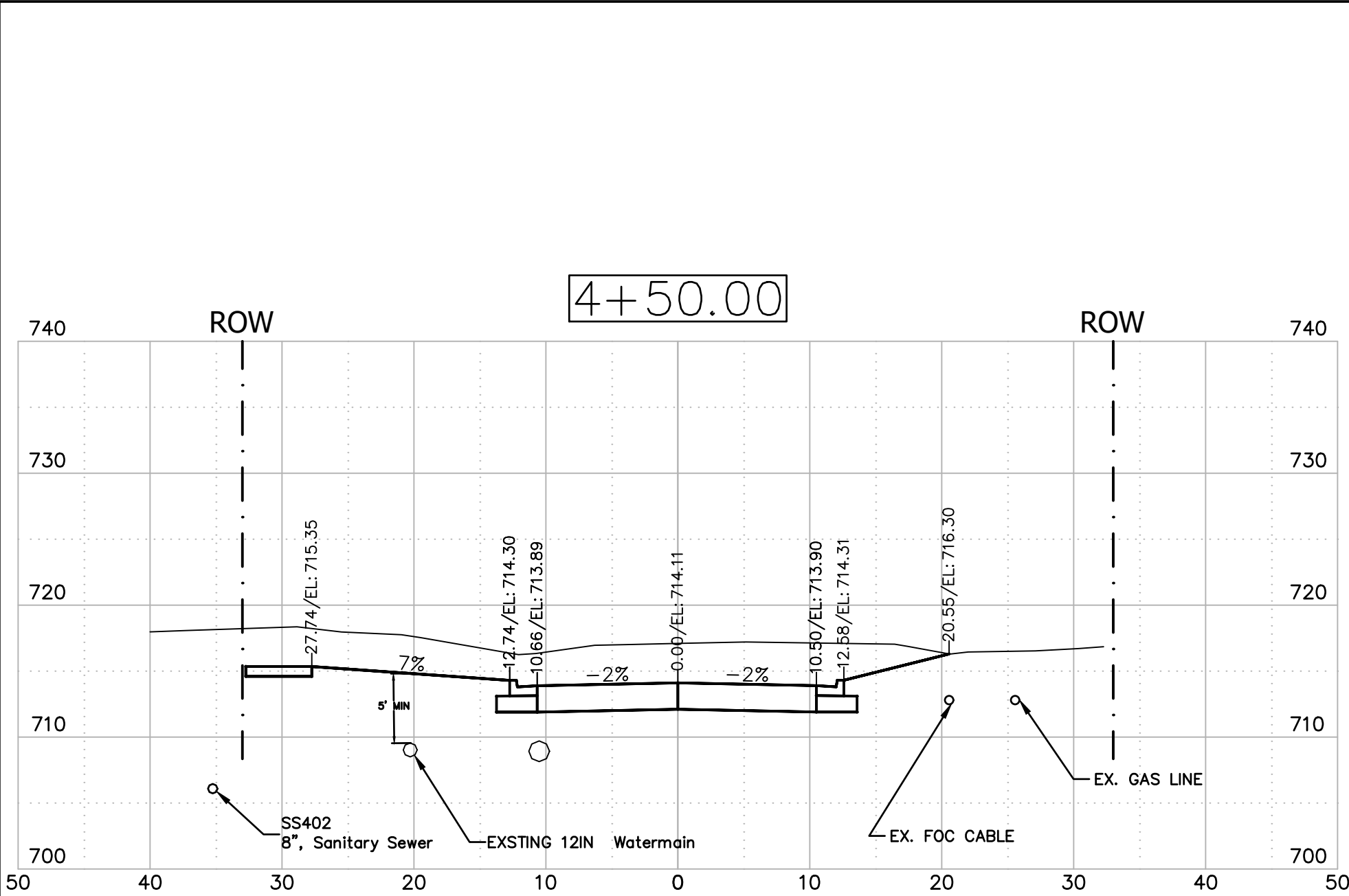
PATRICK J MURPHY
BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

DATE : 04-30-2020
PROJECT # : 150106.00
PROF. DESIGN # : 184-001186
DRAWN BY : TF
CHECKED BY : NAV
DESCRIPTION: 08-20-2021 PERMIT REVISION #6
04-30-2020 PERMIT SUBMITTAL
SHEETS\150106.00 HILLAVENUE\JCAD\ SHEETS\150106 SHEET C-14.0_Roadway Cross Sections.dwg

TYPICAL
SECTIONS

C-14.0
SHEET



ENGINEERING
RESOURCE ASSOCIATES



35701 WEST AVENUE, SUITE 150
HILL AVENUE GLEN ELLYN, ILL. 60131-5655
PHONE (630) 393-3900
FAX (630) 393-3152
www.eraconsultants.com

PATRICK J MURPHY
BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

08-20-2021 PERMIT REVISION #6
04-30-2020 PERMIT SUBMITTAL
DESCRIPTION:
SHEETS\150106.00_HillAveGlenEllyn\CADD\

DATE : 04-30-2020
PROJECT # : 150106.00
PROF. DESIGN # : 184.001186
DRAWN BY : TF
CHECKED BY : NAV

HILL AVENUE
CROSS SECTIONS

C-14.1
SHEET

G:\PROJECTS\Patrick J Murphy Builders Inc\150106.00_HillAveGlenEllyn\CADD\150106.00_Roadway Cross Sections.dwg

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

GLEN ESTATES SUBDIVISION

GLEN ELLYN, ILLINOIS

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
GLEN ESTATES SUBDIVISION**

This Declaration is made this ____ day of _____, 2021 by _____, LLC, an Illinois Limited Liability Company (hereinafter referred as "Declarant").

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of the real property commonly known as Glen Estates and legally described in Exhibit A of this Declaration, which exhibit is attached hereto and incorporated herein by reference (hereinafter referred to as "Subject Property"), and

WHEREAS, Glen Estates will be developed as a residential Common consisting of single-family detached dwellings; and

WHEREAS, the Declarants desire to promote the orderly development of the Subject Property compatible with the neighboring properties and to provide for the maintenance of stormwater management areas and other common areas or facilities in the neighborhood by subjecting the property owned by them and described herein to the covenants, restrictions, conditions, reservations, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property; and

WHEREAS, the Declarants desire to subject said Subject Property to the covenants, restrictions, conditions, reservations, easements, charges, and liens set forth in this Declaration.

NOW, THEREFORE, _____, LLC hereby declares that the real property described in Exhibit A is and shall be held, sold, conveyed, transferred, mortgaged, and encumbered subject to the terms, provisions, covenants, restrictions, conditions, reservations, easements, charges, and liens hereinafter set forth, all of which are declared to be for the purpose of enhancing and protecting the value, desirability, attractiveness, and harmonious and proper use of and administration of the single-family residential portion of the Subject Property. These easements, covenants, restrictions, provisions, conditions, reservations, charges, and liens shall run with the Subject Property and shall be binding upon all the parties having or acquiring any right, title, or interest in the property described in Exhibit A, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Glen Estates Home Owners Association, an Illinois not-for-profit corporation, its successors and assigns.

Section 2. "Board" shall mean and refer to the Board of Directors of the Glen Estates Home Owners Association.

Section 3. "Covenantor" shall mean and refer to _____, LLC., its successors or assigns (other than the purchaser of a single Lot).

Section 4. "Covenants and Restrictions" shall mean and refer to the covenants, restrictions, conditions, reservations, easements, charges, and liens specified in this Declaration.

Section 5. "Subject Property" shall mean the property herein referred to and legally described in Exhibit A which by this Declaration is subjected to the covenants, restrictions, conditions, reservations, easements, charges, and liens herein described.

Section 6. "Dwelling" or "Dwelling Unit " shall mean a single-family residential building or portion thereof as permitted under the Residential District zoning classification by the Village of Glen Ellyn.

Section 7. "Final Plat" shall mean and refer to the Final Plat of Subdivision for Glen Estates Subdivision recorded on _____, as Document _____ in DuPage County, Illinois. A copy of the Final Plat is attached as Exhibit B attached hereto and made a part hereof.

Section 8. "Home Owners Association" shall mean and refer to the Glen Estates Home Owners Association, an Illinois not-for-profit corporation, its successors and assigns.

Section 9. "Lot" shall mean and refer to a parcel of land, under common fee ownership, occupied by or intended for occupancy by one dwelling plus out-buildings or parking area and having frontage on a public street.

Section 10. "Occupant" shall mean a person or persons, other than an owner, in lawful possession of one or more residences.

Section 11. "Owner" shall mean the person or persons or entity whose estates or interests, individually or collectively, aggregate fee simple ownership of a Lot, and their successors and assigns. For the purpose of this Declaration, unless otherwise specifically provided herein, the word "Owner" shall include any trust and beneficiary of a trust, shareholder of a corporation or partner of a partnership holding legal title to a Lot and the Declarants as to all unsold Lots which are or will be constructed upon the Subject Property.

Section 12. "Person" shall mean a natural individual, corporation, partnership, or other entity capable of holding title to or any lesser interest in real property.

Section 13. "Record" or "place of record" shall mean to record a document in the Office of the Recorder of Deeds of DuPage County, Illinois.

Section 14. "Story" shall mean that portion of a building included between the surface of any floor and the surface of the floor next above or, if there is no floor above, the space between the floor and the ceiling next above. A basement shall not be counted as a story.

Section 15. "Structure" shall mean anything other than a Dwelling Unit erected or constructed on a Lot, the use of which requires more or less permanent location on or in the ground including, but not limited to, parking areas, permanent recreation equipment, ornamental masonry walls and fences.

Section 16. "Glen Estates" shall mean the Subject Property including the Glen Estates Subdivision.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Subdivided Property. The real property legally described in Exhibit A, is and shall be held, sold, conveyed, transferred, occupied, mortgaged, and encumbered subject to this Declaration.

Section 2. Burden Upon the Property. The Declarants declares that this Declaration and the covenants, restrictions, conditions, reservations, easements, charges, and liens established herein shall be covenants to run with the land. Said covenants and restrictions shall inure to the benefit of and shall be binding upon each and every owner and his or her respective mortgagees, heirs, administrators, executors, legal representatives, successors and assigns, purchasers, and lessees. By the recording or acceptance of the conveyance of property or any interest therein, the person or entity to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration.

Section 3. Non-Severability of Rights. The rights, liabilities, and obligations set forth herein shall attach to and run with the ownership of a Lot as more specifically set forth below, and may not be severed or alienated from such ownership.

ARTICLE III

GENERAL PURPOSE

The purpose of this Declaration is to provide standards of maintenance in the Subject Property so as to ensure a residential community of high quality and character for

the benefit and convenience of all owners of the Subject Property and all residents of Glen Estates Subdivision.

ARTICLE IV

HOME OWNERS ASSOCIATION

Section 1. Creation. Within forty-five days of the recording of this Declaration, the Covenantor shall cause to be incorporated under the laws of the State of Illinois a not-for-profit corporation to be named the Glen Estates Home Owners Association.

Section 2. Membership. Every person or entity who is a record owner of a Lot in the Subject Property or who is the beneficiary of a land trust holding title to a Lot in Glen Estates shall be a member of the Home Owners Association irrespective of the inclusion, exclusion, incorporation by reference, or any specific expression or lack thereof to the effect in the deed or other documents of conveyance. Membership is appurtenant to and shall not be separated from ownership of a Lot. Thus, membership shall automatically terminate upon the sale, transfer, or other disposition by a member of its ownership of a Lot in the Subject Property at which time the new owner shall automatically become a member of Glen Estates Home Owners Association.

Such membership may not be sold or transferred other than in conjunction with the sale or transfer of the title interest in the Lot to which it is appurtenant.

If more than one person or entity is the record owner of or a beneficiary of a land trust holding title to a Lot in the Subject Property, all such persons or entities shall be considered collectively as one member.

Each member of the Home Owners Association shall be bound by and shall observe the terms and provisions of this Declaration, and the Articles of Incorporation and the By-Laws of the Home Owners Association, and the rules and regulations promulgated from time to time by the Home Owners Association or its Board of Directors.

Any person or entity who holds an interest in a Lot in Glen Estates merely as a security for the performance of an obligation or any person in possession of a Lot under a contract to purchase such Lot shall not be a member of the Home Owners Association.

No member shall have any right or power to disclaim, terminate or withdraw from its membership in the Home Owners Association or from any of its obligations as such member by abandonment of its residence or for any other reason.

Ownership of a Lot in the Subject Property shall be the sole qualification for membership and there shall be one membership for each Lot.

Section 3. Voting Rights. The Home Owners Association shall have two classes of voting members:

a. Class A: Class A members shall be all record Owners of Lots in the Subject Property and all beneficiaries of land trusts holding title to Lots in the Subject Property with the exception of the Covenantor.

b. Class B: Class B member shall be the Covenantor, its successors or assigns (other than the purchaser of a single Lot).

The Class A members shall be entitled to one vote for each Lot owned. If more than one person or entity is the record owner or beneficiary of the title-holding land trust

of a Lot in Glen Estates, then the vote for that Lot or unit shall be exercised as those persons or entities amongst themselves determine. No more than one vote shall be cast with respect to any such Lot.

The Class B member shall be entitled to two votes for each Lot owned.

The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first: a) upon the conveyance of the last Lot in Glen Estates held by any Class B member to any entity other than to Covenantor, or b) whenever the Class B member elects to do so, or c) ten years after the incorporation of The Home Owners Association.

The Home Owners Association shall have the right to suspend the voting rights of any member, regardless of voting class, for any period during which an assessment, fee or a penalty levied by the Home Owners Association against the member's Lot remains unpaid.

ARTICLE V

MAINTENANCE ASSESSMENTS FOR GLEN ESTATES

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of a Lot in Glen Estates by acceptance of a deed or other document of conveyance therefore, whether or not it shall be so expressed in any deed or other document or conveyance, shall be deemed to covenant and agree to pay to the Home Owners Association regular assessments of charges and special assessments for capital improvements and maintenance expenses as provided herein. Such assessments shall be fixed, established, and collected from time to time as hereafter provided. The regular and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge against and a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the owner of such Lot at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Home Owners Association shall be used for the purpose of promoting the health, safety, and welfare of the residents in the Subject Property and for any purpose of the Home Owners Association as specified in this Declaration or the Articles of Incorporation. All funds collected (except for such special assessment as may be levied against less than all of the members and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held in trust for the benefit, use, and account of each of the members in the ratio that the area of the Lots owned by each member bears to the total area of the number of Lots in the Subject Property as the same is constituted from time to time.

Section 3. Regular Assessments. The Home Owners Association, through the Board of Directors, shall levy for each assessment year an assessment, applicable to that year only, for the purpose of enabling the Home Owners Association to exercise its powers and duties and to fulfill its responsibilities as delineated herein.

Section 4. Procedure. The Board of Directors of the Home Owners Association shall determine the amount of the assessment against each Lot for each assessment year or any special assessment pursuant to this Declaration and the By-Laws of the Association. The assessments for each Lot shall be based on the ratio of 14.286% (1/7th) multiplied times the total Association assessment for the year or times total special assessment as the case may be.

The Home Owners Association shall, upon written demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Home Owners Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. The Board of Directors may establish a fee and method of payment for said fee for furnishing said certificate.

Section 5. Change in Basis of Regular Assessments. The Board of Directors of the Home Owners Association may change the amount of the regular assessment during any assessment year provided that any increase in the assessment shall be approved by a majority of the Board of Directors at a meeting duly called for this purpose with appropriate notice and information provided to the membership prior to said meeting.

Section 8. Reserve and Contingency Fund. The Board shall fund and maintain a reasonable reserve for contingencies and replacements ("Reserve Fund"). Upon the conveyance of title to a Lot to the first purchaser of said Lot, the grantee thereof shall pay to the Home Owners Association the sum of \$500.00 which shall be deposited in the Reserve Fund; said payment is not in lieu of any annual assessment and is not refundable to the purchaser upon sale of its Lot.

Section 9. Effect of Non-Payment of an Assessment. If any regular or special assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection including reasonable attorneys' fees, become a continuing lien on the property and an equitable charge running with the land touching and concerning it, which shall bind upon property in the hands of the then Owner, his grantees, heirs, administrators, executors, legal representatives, assigns and successors, and the limitation thereof shall coincide with the statutory limitation of the State of Illinois for the enforcement of oral agreements. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass as a personal obligation to his successors in title unless expressly assumed by them. If title to a Lot is held by an Illinois Land Trust, the trustee shall not have any personal liability for the assessment, but all beneficiaries of the trust shall be jointly and severally so liable. In the event title to a Lot is held by more than one owner, all owners shall be jointly and severally liable. The lien shall attach to rents due from parties in possession to the record owners provided that it shall be subordinate to an assignment of rent held by a mortgagee delivered in connection with a first mortgage loan to purchase the property.

If the assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum rate of interest

per annum permitted by the usury laws of the State of Illinois and the Home Owners Association may bring an action at law against the owner personally obligated to pay same and/or to foreclose the lien against the property and there shall be added to the amount of such assessment all the costs of preparing and filing the complaint and maintaining and concluding such action, including the cost of title reports, and in the event a personal judgment or decree of foreclosure is obtained, such judgment or decree shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the court together with all costs of the action. The venue for all legal action shall be in DuPage County. The persons in possession shall be authorized to accept the summons for the owners of the Lot.

In the event that title to any Lot is conveyed to a land trustee, upon the demand of the Home Owners Association, the trustee shall furnish the Home Owners Association with a certified copy of the trust agreement so that the Home Owners Association shall be advised of the beneficiaries entitled to vote and who will be personally liable for the regular and special assessment.

Section 10. Continuing Obligation. The failure or delay of the Board of Directors to prepare or serve notice of the annual or adjusted assessment on the owners shall not constitute a waiver or release in any manner of such owner's obligation to pay the assessments herein described including the maintenance costs and necessary reserves for the Home Owners Association as herein provided whenever the same shall be determined, and in the absence of notice of the annual or adjusted assessment each owner shall continue to pay the assessment at the then existing rate established for the previous period until such annual or adjusted assessment shall have been mailed or delivered.

Section 11. Non-Escape from Obligation. No owner may waive or otherwise escape liability for the assessments provided for herein for any reason.

Section 12. Subordination of the Lien to the Mortgage. The lien for the assessments provided for herein may for any reason be subordinated by the Home Owners Association by written document executed by its duly authorized officers and shall without any writing be subordinated to the lien of any mortgage placed upon the properties subject to assessments for the purpose of purchasing the subject Lot provided, however, that such automatic subordination shall apply only to the assessments which arise subsequent to the lien of the mortgage or mortgages; and provided further such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such property pursuant to the decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The owners agree upon accepting title that the lien of the assessments shall be prior to the homestead right of the owners since it runs with the land and is in existence before commencement of ownership interests.

ARTICLE VI

MAINTENANCE AND REPAIR

Section 1. Responsibility of Owners. Each owner of a Lot in the Subject Property shall provide, at his own expense, all of the maintenance, decorating, repairs, and replacement on his own Lot and adjoining parkways, except for those portions of Lots which are to be maintained by the Home Owners Association, and shall keep same in good condition.

Within ninety days of the date of issuance of a certificate of occupancy for Dwelling, the owner of the Lot shall have established grass and landscaping on the entire Lot with seed or sod, weather permitting, and except for those areas that are to be maintained in a natural state.

Section 2. Liability for Damage to Property. Each Owner in Glen Estates shall be liable for the expense of any maintenance, repair, or replacement of any property, including but not limited to landscaping, for which the Home Owners Association is responsible to maintain in the Subject Property rendered necessary by his act, neglect, or carelessness or by that of any member of his family or his guests, employees, agents, or lessees. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

ARTICLE VII

ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

Section 1. Design Review Committee.

a. Purpose. The Design Review Committee is established to ensure that Glen Estates remains an attractive, harmonious residential development having continuing appeal. In order to achieve this objective, architectural controls and maintenance standards shall be established. The purpose of the Design Review Committee is to maintain the aesthetic harmony within Glen Estates through assistance and review of various exterior improvements to homeowner's property, including, but not limited to, landscaping.

b. Composition. The Design Review Committee shall consist of a minimum of three members which shall be appointed by the Board of Directors and may include one or more Board members. The Board of Directors reserves the right to remove and replace any member of the Design Review Committee, at any time, at its sole discretion. The By-Laws and/or Design Review Guidelines of the Association shall set forth the (i) powers of the Design Review Committee, (ii) the criteria by which the Design Review Committee will review proposed plans, (iii) the number, tenure, term and qualifications of the members of the Design Review Committee, (iv) manner of appointment and removal, and (v) the operation of the Design Review Committee. Until there are no remaining Class B voting members pursuant to Article IV, Section 3b hereof, the Covenantor shall be deemed to be the Design Review Committee and the Covenantor shall establish the Design Review guidelines.

c. Guidelines. The Association shall establish Design Review Guidelines which shall set forth architectural and maintenance standards for (i) the construction, erection, installation or maintenance of any new improvements, (ii) modifications and maintenance of existing improvements, and (iii) maintenance of properties. Said guidelines may be applicable to any improvement, Structure or landscaping relating to the Dwelling

Unit or located anywhere on the Lot. Said guidelines shall be approved by the Board of Directors of the Association upon recommendation by the Design Review Committee.

The guidelines established by the Association shall not be applicable to (i) reconstruction or repair of a Dwelling Unit provided the exterior of the Dwelling Unit is built or repaired in substantial accordance with the originally approved size, footprint, color scheme and architectural style of the Dwelling Unit, (ii) repainting of the exterior of a Dwelling Unit provided same is similar to the original color scheme, and (iii) repainting or remodeling of the interior of a Dwelling Unit.

d. Review. No Dwelling Unit or Structure shall be constructed, no addition to an existing building or other Structure shall be commenced or erected, no grading and/or landscaping shall be altered, commenced, installed, or removed, nor shall any addition to any building or Structure or change or alteration therein be made, except interior alterations, nor shall any repainting, remodeling or replacement of any exterior portion of any building or other Structure be commenced, except as provided in paragraph c above, until complete plans and specifications of such building, grading, landscaping or other Structure shall have been submitted to and approved in writing by the Design Review Committee. Any person, persons or entity desiring any of the foregoing shall prepare and submit the following documents for review: a written application, a site plan, landscape plan and civil engineering (if requested by the Committee). The plans and specifications shall show the nature, kind, shape, height, materials and color scheme of such building, Structure or landscaping as well as the exterior front, side and rear elevation of said building or Structure. A plat of survey (drawn to scale) shall also be submitted showing the existing improvements, including any landscaping, on the Lot and the location of the proposed building, Structure, or landscaping on the Lot. The Design Review Committee shall have the right to refuse to approve any such plans or specifications which are not complete, suitable or desirable, in its opinion, due to aesthetic or other reasons. In so passing on such plans and specifications, the Design Review Committee shall have the right to take into consideration (i) the suitability of the proposed building, other Structure or landscaping with the surroundings property and (ii) the effect of the building or other Structure on the outlook from adjacent or neighboring properties. The review of any plans and specifications shall be based on the architectural guidelines established by the Association. All necessary governmental permits and approvals shall be obtained and any work undertaken shall comply with all applicable governmental regulations.

Three copies of all plans, specifications and other material shall be filed in the office of the Association for approval or disapproval. The Association may charge a review fee to offset costs which the Association may incur to perform its review. A report in writing setting forth the decision of the Committee and the reason therefore shall thereafter be transmitted to the applicant by the Committee within a reasonable period of time but not later than thirty (30) days after the date of filing the plans, specifications and other material by the applicant. In the event the Committee fails to approve or disapprove within thirty (30) days after submission the final plans, specifications and other material as required in this Declaration, approval shall not be required, and the related requirements of this Declaration shall be deemed to be complied with. If an applicant disagrees with the decision of the Design Review Committee, then the applicant may request that the Board of Directors review the proposal and the Design Review Committee decision. The decision of the Board shall be final.

Section 2. Minimum Square Footage of Dwelling Units. All dwelling units constructed on the Subject Property described in Exhibit A shall provide at a minimum, the following area of finished living quarters:

- a. One story dwelling: 2,000 square feet excluding the garage.
- b. Two story dwelling: 2,600 total square feet, with a minimum of 1,600 square feet on first floor, all totals excluding the garage.

This Section may only be amended by the Covenantor. The Home Owners Association shall not amend this provision regarding the minimum square footage of dwelling units.

Section 3. Setbacks.

All Dwelling units constructed on the Subject Property described in Exhibit A shall meet the Village of Glen Ellyn setback standards as shown on the Final Plat.

Section 4. Construction Standards for Dwelling Units.

a. All elevations shall be comprised substantially of brick, stone, cedar, fiber cement siding, engineered wood composite siding, EIFS or glass. The front elevation shall include design elements incorporating brick and/or stone. Porch roofs shall be an integral part of the design. Approval of elevations and roof designs shall be at the sole discretion of the Design Review Committee with the intent of retaining compatibility with the design of other homes in the subdivision.

b. Asphalt, EPDM or similar materials shall not be used over bay windows on front or side elevations.

c. Side and rear elevations may be brick, stone, EIFS, glass or siding of cement-fiber siding plank imitation cedar, or cedar.

d. Soffits, fascia and trim may be metal, vinyl or wood, subject to integration into the overall design.

e. Windows & window color shall be an integral part of the design.

f. Addresses shall only be displayed by integrating an engraved stonework address block into the front elevation.

g. All mailboxes shall be constructed of black metal material. All supporting structures to the mailbox shall be constructed of either black metal material, stone or brick. All mailboxes shall be installed and anchored into the ground and shall conform to United States Postal Regulations. No newspaper receptacles may be attached to Association mailboxes or supporting structures. All mailboxes and supporting structures must be approved by the Design Review Committee prior to installation.

h. Landscaping shall be installed and maintained pursuant to a landscaping plan approved in advance by the Design Review Committee. Parkway trees where required shall be planted with not more than 40 lineal feet between them, subject to existing trees, utilities, pavement, approved landscape plans and Village of Glen Ellyn ordinances. Flower and vegetable gardens shall be permitted on a portion of the Lot.

i. All Dwelling Units in Glen Estates shall provide at a minimum a two-car attached garage.

j. All Dwelling Units in Glen Estates shall have varying exterior elevations to prevent monotony between Dwelling Units.

k. THE IMPERVIOUS SURFACE IS STRICTLY LIMITED FOR EACH LOT. THE MAXIMUM IMPERVIOUS AREA ALLOWED ON EACH LOT SHALL BE LIMITED TO 2,463 SQUARE FEET.

Section 5. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept anywhere on the Subject Property except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. No dog runs, kennels or enclosures of any type shall be kept or maintained outside the Dwelling Unit and no household pets of any type whatsoever shall be kept, maintained, or housed anywhere except inside the Dwelling Units or garages. The owners of household pets shall be responsible for cleaning up after their pets and shall be responsible to repair and to pay for any damage caused by the animal. No animal shall be permitted if it is a nuisance to any other resident of Glen Estates.

All household pets shall not be allowed unattended outside the Dwelling Unit. If a pet is taken off of the owner's property, the pet must be on a leash. Animals shall not be allowed to run loose, except within its Owner's Lot and as allowed by Village of Glen Ellyn ordinances. Owners in the Subject Property shall be likewise responsible for complying with all applicable ordinances of the Village of Glen Ellyn and be responsible for and be subject to these provisions for the household pets of their guests.

Pets which roam free, or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance to the owners of Lots in Glen Estates shall be removed upon request of the Board after notice and an opportunity for a hearing before the Board. If the pet owner fails to honor such request, the Board may have the pet removed and/or levy fines in the sole discretion of the Board.

All pet owners must immediately clean up after their pets on any area within Glen Estates including the owner's own Lot and all common, public and private areas. Owners who violate this provision may be fined by the Board for each violation.

Section 6. Stormwater Management Easement. There shall be no planting or removal of any landscaping material other than normal maintenance of approved landscaping material in those areas identified as a Stormwater Management Easement on the record Plat of Subdivision, without the prior written permission of the Board.

Section 7. Accessory Buildings. No accessory buildings or Structures shall be located in Glen Estates without approval of the Design Review Committee, and, if allowed, and shall be finished so as to blend visually with the dwelling unit.

Section 8. Antennae and Satellite Dishes. No exterior television antennae or radio antennae of any type whatsoever shall be erected, installed, or maintained, temporarily or permanently, anywhere on the Subject Property without approval of the Design Review Committee.

Satellite dishes/receivers twenty-four inches in diameter or smaller may be erected and maintained subject to the Design Review Guidelines established by the Association and the ordinances and regulations of the appropriate governmental authorities and plans approved by the Design Review Committee.

Section 9. Condition of Property. Except in designated Stormwater Management Areas, Landscape Easements, Conservation Areas or Wetland Buffer Impact Easements, if any, no weeds, underbrush, or other unsightly growths shall be permitted to grow or remain on a Lot or upon the exterior of any Dwelling Unit. No refuse pile or unsightly object, except a viable compost pile for only landscape waste, shall be allowed to be placed or maintained anywhere on the Subject Property. Trash, garbage, or other waste shall not be kept except in sanitary refuse containers which must be properly maintained. No trash, garbage, or other waste shall be stored, kept, or maintained anywhere except within the Dwelling Units or the garages, except on such days as such trash, garbage, or other waste material is to be collected and removed. In addition, no object of any kind shall be stored, kept, or maintained anywhere except within the Dwelling Units or the garages. Notwithstanding the foregoing, this provision shall not apply to the Covenantor during the construction on the Subject Property. Also, notwithstanding the provisions of this Section 9, a compost pile for recycling landscape waste, as long as its size and location is approved by the Design Review Committee, complies with Village of Glen Ellyn ordinances, and it is not a source of noxious odor.

Section 10. Fences. Any fence erected, installed, or maintained in Glen Estates shall comply with the Design Review Guidelines established by the Association and the ordinances of the appropriate governmental authority. All fences shall be approved by the Design Review Committee, and shall be black, low maintenance, coated aluminum or similar metal.

No cyclone, chain link or stockade fences shall be permitted within the Subject Property, unless same is the only fence allowed by the appropriate governmental authority.

The provisions of this Section 10 shall not apply to any fence or monument constructed by the Covenantor or the Association.

Section 11. Home Occupations. All Lots in Glen Estates may be used only for residential purposes, and for those home occupations permitted by the Village of Glen Ellyn in the R2 District Residential. Furthermore, an Owner may conduct his or her occupation in the residence provided that the following conditions are met:

- a. no retail or wholesale commercial activities shall be permitted;
- b. only the Owner of the residence and any resident thereof shall be permitted to conduct the home occupation;
- c. no signs identifying or advertising a home occupation shall be permitted;
- d. all ordinances and regulations of the appropriate governmental authority shall be complied with.

Section 12. Recreational Vehicles. All vehicles, including but not limited to automobiles, vans, camping trailers, boats, tractors, trucks, motorcycles, mobile homes, junk cars or other vehicles of any type whatsoever shall not be stored, permanently or temporarily, anywhere on the Subject Property, except in an enclosed garage. Notwithstanding the foregoing, the following exceptions shall be allowed: a) camping trailers, boats, and recreation vehicles (not including mobile homes) may be parked on driveways for a period of one day while the Owner of the Dwelling Unit is preparing for or unloading from a trip and b) the operable automobiles being used by the owners,

occupants, and their invitees, of any of the Dwelling Units in Glen Estates may be parked on the owners' driveways and public streets as permitted by law.

Section 13. Signs. No signs of any kind shall be erected in Glen Estates, except "For Sale" signs shall be permitted in accordance with the ordinances of the appropriate governmental authority. This section shall not apply to the Covenantor.

Section 14. Swimming Pools. Subject to the approval of the Design Review Committee and the Board, only in-ground swimming pools, outdoor hot tubs and whirlpools may be erected, installed or maintained anywhere on the Subject Property. No above ground swimming pools shall be erected, installed or maintained anywhere on the Subject Property. All outdoor hot tubs and whirlpools erected, installed or maintained on the Subject Property shall be equipped with lockable covers that are childproof. Swimming pools, outdoor hot tubs, and outdoor whirlpools are considered impervious surfaces for calculation of the total amount of permitted impervious surfaces for each Lot.

Section 15. Trucks. Trucks with Class C or higher license plates shall not be parked, stored, or left unattended, permanently or temporarily, anywhere on the Subject Property, except in an enclosed garage or other enclosed Structure. Notwithstanding this provision, trucks used by service companies or construction trades may be parked while providing its service to the Owner of the Dwelling Unit.

The provisions of this Section 15 shall not apply to any trucks or trailers used by the Covenantor, its employees, contractors, subcontractors, or materialmen in the construction of or on the Subject Property.

Section 16. Impairment of Structural Integrity of Building. Nothing shall be done in or around any Dwelling Unit or in, on or to the common areas which will impair the structural integrity of any building or the function of utilities or grading.

Section 17. Quiet Enjoyment. No unlawful, noxious, immoral, or offensive activity shall be conducted anywhere on the Subject Property nor shall anything be done thereon and/or therein either willfully or negligently which may become an annoyance or nuisance to any neighboring residents within Glen Estates.

Section 18. Application of Government Regulations. All Dwelling Units and Structures to be erected shall comply with all government regulations, including zoning and building codes, unless said non-compliance is approved by the appropriate governmental authority.

ARTICLE VIII

COVENANTOR'S RESERVED RIGHTS

Declarant's Reserved Rights and Special Provisions Covering Development Period

Section 1. In General. In addition to any rights or powers reserved to the Declarant under this Declaration, the Declarant shall have the rights and powers set forth in this Article. Except as otherwise provided in this Article, the rights of the Declarant under this Article shall terminate and be of no further force and effect from and after the Declarant is no longer vested with or controls title to any portion of the Subject Property (“Declarant Rights Period”).

Section 2. Promotion of Project. The Declarant shall have the right and power, within its sole discretion, to (i) construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Subject Property as the Declarant may, from time to time, determine to be necessary or advisable, (ii) construct and maintain model homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant may deem advisable and to use such model homes (including model homes which are sold by and leased back to the Declarant), sales or leasing offices or other facilities for the purpose of selling or leasing Homes on the Subject Property or at other properties in the general location of the Subject Property which are being offered for sale by the Declarant, or any of its affiliates, without the payment of any fee or charge whatsoever to the Association. The Declarant shall have the right and power to lease any home owned by it to any person or entity which it deems appropriate in the Declarant’s sole discretion.

Section 3. Construction on Subject Property: In connection with the construction of improvements to any part of the Subject Property, the Declarant and its agents and contractors, shall have the right, at the Declarant's own expense, (but shall not be obligated) to make such alterations, additions or improvements to any part of the Subject Property including, without limitation, the construction, reconstruction or alteration of any temporary or permanent improvements to any structure which shall contain Homes or the common area which the Declarant deems, in its sole discretion, to be necessary or advisable, and the landscaping, sodding or planting and replanting of any unimproved portions of the Subject Property. In connection with the rights provided in the preceding sentence, the Declarant, and its agents and contractors, shall have the right of ingress, egress and parking on the Subject Property and the right to store dirt, construction equipment and materials on the Subject Property without the payment of any fee or charge whatsoever.

Section 4. Grant of Easements and Dedications: Declarant shall have the right to dedicate portions of the Common Area to the Municipality or to any other governmental authority which has jurisdiction over such portions. Declarant shall also have the right to reserve or grant easements over the Common Area to any governmental authority, public utility or private utility company for the installation and maintenance of cable TV, electrical and telephone conduit and lines, gas, sewer or water lines, or any other utility services serving any Lot.

Section 5. Declarant Control of Association: Prior to the election of the initial homeowners Board of Directors, the manager shall be the Declarant, or one or more entities or persons designated by the Declarant from time to time who need not be Owners or

Voting Members. Initially the Declarant shall be the sole manager. The rights and powers of the Declarant to manage the affairs of the Association, or designate the Managers of the Association shall terminate on the first to occur of (i) such time as Declarant no longer holds or controls title to any portion of the Subject Property, (ii) the giving of written notice by Declarant to the Association of Declarant's election to terminate such rights, (iii) ten (10) years from the date of Recording hereof, or (iv) such other date as prescribed by statute. The date on which the Declarant's rights under this Section shall terminate shall be referred to as the "Turnover Date". From and after the Turnover Date, the Board of Directors shall be constituted and elected as provided in the Declaration and Bylaws. Prior to the election of the initial homeowners Board of Directors, all of the voting rights at each meeting of the Owners shall be vested exclusively in the Declarant and the Owners (other than Declarant) shall have no voting rights.

Section 6. Other Rights. The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Subject Property which, in Declarant's opinion, are necessary or desirable in connection with the rights of Declarant under this Declaration.

Section 7. Assignment by Declarant: All rights which are specified in this Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Declarant (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No such successor assignee of the rights of Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

Section 8. Matters Affecting Common Area. During the Declarant Rights Period, the Association shall not cause or permit a lien or encumbrance to be placed or imposed on any portion of the common area ("Outlot A") without the prior written consent of the Declarant. Any such lien or encumbrance placed or imposed on any portion of the Common Area without Declarant's consent shall be null and void. In order to reflect or conform to a change in the Declarant's plan for the development, any time prior to the end of the Declarant Rights Period, the Declarant shall have the right and power to (i) Record a Special Amendment pursuant to Section 10.01(vi) to withdraw and remove any portion or portions of the Common Area from the Subject Property, and (ii) require the Association to convey such portion or portions of the Common Area which are so withdrawn and removed from the Subject Property to Declarant or its nominee, free and clear of any liens or encumbrances other than those created by or consented to by the Declarant pursuant to this Section.

Section 9. Architectural Controls. Prior to such time as the Declarant no longer holds or controls title to any portion of the Subject Property, no additions, alterations or improvements shall be made to the exterior of any Home or any part of the Home which is visible from outside the Home by an Owner without the prior written consent of the Declarant. If an addition, alteration or improvement which requires Declarant approval

hereunder is made to a Home without the prior written consent of the Declarant, then the Declarant may seek injunctive relief to cause the Owner to cease construction of and/or remove the addition, alteration or improvement. Declarant's decision to approve or disapprove an alteration, addition or improvement in one instance shall not in any way create or establish a precedent for how the Declarant must respond to a request for an alteration, addition or improvement subsequently made, it being understood that circumstances, situations and standards may change and the Declarant reserves the right and power to grant or deny requests as Declarant believes are appropriate in Declarant's sole and absolute discretion. In addition, any alteration, addition or improvements made to a Lot or a Home must be in compliance with any applicable ordinances of the Municipality and, to the extent required by the Municipality, a building permit must be obtained prior to the commencement of any such alteration, addition or improvement.

Section 10. Right to Amend. The Covenantor shall have the right to amend this Declaration in whole or in part without complying with Article XI of this Declaration. This right shall cease upon the election of the initial homeowners Board of Directors.

ARTICLE IX

EASEMENTS

Section 1. Easements for Utilities. Easements for the installation, construction, reconstruction, maintenance, repair, operation, and inspection of sewer, water, gas, drainage, electric, telephone, or other public utility services or for the maintenance of landscaping shall be granted as shown on the Final Plat of Glen Estates. Any additional easements for such purposes may be granted by the Covenantor and/or the Board of Directors at any time for the purpose of obtaining such utility services or establishing and maintaining landscaping.

The provisions of this Declaration concerning rights, violations, enforcement, and severability are hereby made a part of the foregoing provisions relating to perpetual sewer, water, gas, drainage, and other easements, and notwithstanding any amendment to any other provisions of this Declaration, the aforesaid easement rights contained herein shall be perpetual and run with and bind the land forever.

ARTICLE X

VILLAGE OF GLEN ELLYN RIGHTS

The following covenants and provisions are intended to inure to the benefit of the Village of Glen Ellyn ("Village") and it is specified and provided as follows:

Section 1. In the event the Association fails to perform any of its obligations required to be performed by it pursuant to the provisions of this Declaration and such delinquency shall exist on the part of the Association for a period of thirty days after the date of delivery by the Village to the Association of written notice advising the Association of the existence and nature of such delinquency, the Village shall have the right, but not

the obligation, to perform the obligations required to be performed by the Association pursuant to this Declaration. In the event the Village elects so to do, the Association shall pay promptly to the Village the amount of the cost and expense incurred by it in the performance of such work, including compensation for staff time, the use of Village equipment, as well as materials and outside services.

Section 2. In the event the Village performs any of the Association's duties and obligations and the Association fails to pay the Village any costs it incurred as aforesaid, within thirty days after the date of the Village's demand for payment or date of any statement, the Village shall have the right to levy an assessment on all Lots delineated on the Final Plat of Subdivision for the costs and expenses incurred by it in the performance of such work to the same extent and as fully as the Association might do pursuant to the provisions contained herein. Should any Lot Owner fail to pay to the Village such Owner's portion of any assessment levied pursuant to this paragraph upon the due date thereof, then the Village shall have the right to exercise all rights, powers, privileges and remedies granted to the Association by this Declaration, and any other remedies provided by law. This Article X is not a limitation on other remedies that may be pursued by the Village.

Section 3. Village Enforcement. The Village shall have the right to enforce any provision contained in this Agreement or to enforce the ordinances of the Village. This shall be an absolute right of enforcement, that the Village, through its employees, contractors, or duly authorized agents may, but shall not be required to perform. The Village, through its employees, contractors, or duly authorized agents, is hereby given a limited right of entry in, on, and through any portion of the, ("**Subject Property**") to enforce the provisions of this Agreement, including onto the lots of any individual unit owner. Except in the event of an emergency where there is a reasonable possibility that an injury to a person or property shall occur, the Village shall not exercise its right of entry under this Paragraph without first providing 15 days prior written notice the Association, or any individual unit owner. The reasonable costs and expenses of any work performed by the Village, its employees, contractors, or duly authorized agents ("**Village Work**") shall be fully charged to and paid by Association. In the event of a failure by the Association or any individual unit owner to pay sums properly due and payable within 30 days after receipt of written demand for payment from the Village, then, in addition to any other remedies or rights available to it at law or in equity, the Village shall have a lien against the Property, or any portion thereof including, without limitation, the common areas [common elements], as well as any individual unit owner's lot, to secure payment of all amounts as properly due hereunder. Such lien shall arise immediately upon recording of a notice of lien in the Office of the DuPage County Recorder of Deeds, Illinois, identifying this Agreement, the Parties, the date of recording this Agreement, the document number of such recording, the legal description of the Property, or any portion thereof, or the lot of any individual unit owner, identification of Association, or any individual unit owner, as the fee owner of the Property, or any portion thereof, and the amounts then due and payable under this Agreement. Such lien shall remain in full force and effect until such amounts are paid in full. Said lien may be foreclosed by any proceeding at law or in equity. The Village, in addition to any other rights it has in this Agreement, shall have the right to file suit in any court of competent jurisdiction against the Association or any individual unit

owner to enforce and require the performance of any obligation in this Agreement, and to enforce by any proceeding in law or in equity all other easements, restrictions, covenants, and agreements in this Agreement. If the Association or any individual unit owner is found by a court of competent jurisdiction to be in violation of any of the foregoing, the Association or any individual unit owner shall also be liable for reasonable attorneys' fees, and cost and expenses of litigation, and which fees and costs, if unpaid, shall constitute an additional lien against the Property, or any portion thereof including, without limitation, the common areas [common elements], as well as any individual unit owner's lot. Failure by the Village to enforce any easements, restrictions, covenants, and agreements in this Agreement shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Amendment: Termination. No amendment or termination of this Agreement which affects the rights of the Village shall be valid without the prior written consent of the Village.

Section 5. Special Service Area. The Village may, in lieu of pursuing and enforcing its lien rights as established in Paragraph Article X, Section 3, elect to declare the Property a special service area and levy a special service tax against the Property. In the event that the Village proceeds to establish a special service area pursuant to this Paragraph, the Association, or anyone on its behalf, covenant and agree not to challenge or object, in any way, the establishment of such a special service area. Any special service area established pursuant to this Paragraph shall be for the sole and limited purpose of recouping costs and expenses incurred by the Village in enforcing the provisions of this Agreement, including, without limitation, performing Village Work.

ARTICLE XI

AMENDMENTS

Section 1. Amendments. The provisions of this Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification, or rescission, certified by the Secretary of the Board of Directors. Said change, modification, or rescission shall be approved by a majority of the number of votes of the Home Owners Association present in person or by written proxy at a membership meeting called for this purpose. The presence in person or by written proxy at said meeting of fifty percent of the total membership shall constitute a quorum. However, said change, modification, or rescission must be approved by a majority vote of members in attendance either in person or by written proxy but by not less than fifty percent of the total membership of the Home Owners Association unless a higher percentage is required as specified in this Declaration.

Section 2. Notice of Amendment. The change, modification, or rescission, accomplished under the provisions of the preceding paragraph, shall be effective upon

recordation of such instrument in the office of the Recorder of Deeds of DuPage County, Illinois.

Section 3. Rights of Covenantor. No amendment which shall adversely affect the rights of the Covenantor (including, but not limited to, the right to maintain sales facilities, signs, and access for construction set forth in this Declaration) shall be effective without the Covenantor's express written consent thereto. Covenantor may assign or delegate its rights hereunder to one or more builders who purchase Lots from Covenantor.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Duration. The covenants, restrictions, conditions, reservation, easements, charges, and liens as delineated in this Declaration shall run with and bind the land so as to insure the owners of single-family Lots and beneficiaries or trusts holding title to single-family Lots in Glen Estates full enjoyment and benefit of their property, and shall inure to the benefit of and be enforceable by the Home Owners Association, or the Owner of any Lot subject to this Declaration, their respective grantees, heirs, administrators, executors, legal representatives, successors and assigns, for a term of thirty years from the date this Declaration is recorded, after which time these covenants, restrictions, conditions, reservations, easements, charges, and liens shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of sixty-six percent of the single-family Lots in Glen Estates has been recorded agreeing to change said covenants, restrictions, conditions, reservations, easements, charges, and liens in whole or in part. No such agreement to change shall be effective unless made and recorded three years in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every owner at least ninety days in advance of any action taken.

Section 2. Notices. Any notice required to be given to any owner under the provisions of this Declaration shall be deemed to have been properly given if said notice was either a) sent by mail with postage prepaid to the last known address of the person or entity who appears as the owner on the records of the Home Owners Association at the time of such mailing or b) personally delivered to the last known address of the person or entity who appears as the owner on the records of the Home Owners Association at the time of such delivery.

Section 3. Model Homes. It shall not be deemed to be a violation of these covenants and restrictions for the Covenantor or its assignee to permit the erection or maintenance of model homes anywhere within the Subject Property. However, model homes may be maintained only for a period of not more than three months after the completion and occupancy of one hundred percent of the total number of residences to be constructed in the Subject Property. No model home may be erected or maintained unless approved by the Covenantor.

Section 4. Leasing of Residence. If any owner shall lease his residence, such lease shall be in writing and shall provide that the lease and lessee shall be subject to all of the terms, conditions, and restrictions of this Declaration and the applicable By-Laws, and any breach thereof shall constitute a default under such lease by lessee. No lease shall be for less than six months. The owner shall remain bound by all obligations set forth in this Declaration. Each owner that leases his or her residence shall provide the Board of Directors with a copy of all leases concerning that owner's Dwelling Unit within ten (10) days of such leasing taking effect. The failure of an owner to provide the Board of Directors with a copy of all leases concerning that owner's Dwelling Unit within ten (10) days of such lease taking effect shall be a default under the terms of this Declaration.

Section 5. Rights and Obligations. Each grantee by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed or other conveyance, accepts the same subject to a) all covenants, restrictions, conditions, reservations, easements, charges, and liens, and the jurisdiction, rights, and powers created by this Declaration, and b) all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared. All impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall inure to the benefit of such person in like manner as if he had been the original grantee under the deed of conveyance or any mortgage or trust deed or other evidence of obligation, to the rights described in this Declaration, and shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such owners as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

Section 6. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a residential Common of high quality and character.

Section 7. Covenant to Abide by this Declaration. The Covenantor covenants to abide by each and every covenant, restriction, condition, reservation, easement, charge, and lien set forth herein and agrees that all conveyances shall be subject to this Declaration as though each and every provision herein was set forth in each and every deed or document affecting title to the property.

Section 8. Covenant in Event of Dissolution of the Home Owners Association. In the event the Home Owners Association is dissolved, the owners of single-family Lots in Glen Estates agree that all provisions contained herein regarding maintenance, repair, and replacement in the Subject Property shall still apply and that those provisions of this Declaration shall be in full force and effect. Prior to the dissolution of the Home Owners Association, provisions shall be made as to how the responsibilities and obligations of the Association shall be handled by the single-family Lot owners in Glen Estates.

Section 9. Property Ownership in Trust. In the event title to any Lot is conveyed to a title-holding trust, under the terms of which all powers of management, operation, and

control of the property remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants, and undertakings chargeable or created under this Declaration against such Lot ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or a lien upon the property ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such property ownership.

Section 10. Enforcement. Enforcement of these covenants, restrictions, conditions, reservations, easements, charges, and liens shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, restriction, condition, reservation, easement, charge, or lien, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and restrictions. All costs of enforcement, including litigation expenses, title reports, and attorney's fees, shall be paid by the person violating or attempting to violate any covenant and restriction and any judgment or decree shall so provide for payment of these costs. Failure by the Covenantor, the Home Owners Association, or any owner of a Lot in Glen Estates to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration or the By-Laws shall be deemed to be abrogated or waived by reason of any failure to enforce same irrespective of the number of violations or breaches which may have occurred.

The Covenantor reserves the right to enforce these covenants, restrictions, conditions, reservations, easements, charges, and liens for so long as they shall exist.

Section 11. Severability. Invalidation of any one of these covenants, restrictions, conditions, reservations, easements, charges, or liens by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 12. Deed Restriction/Stormwater Management Easement. The area designated on the Final Plat as Outlot "A" is a "Stormwater Management Area", including stream, wetland, stormwater basins and buffer area components, under the regulatory jurisdiction of **the Village of Glen Ellyn and DuPage County**. The maintenance and use and conveyance of Outlot "A" shall be at all times subject to the Stormwater Management Easement recorded on the Final Plat.

DECLARATION EXHIBIT A

**GLEN ESTATES
LEGAL DESCRIPTION**

Draft to be revised by surveyor & approved by Title Company

**DECLARATION EXHIBIT B
GLEN ESTATES
FINAL PLAT**

**ITEMIZED SCHEDULE OF ROADWAY AND SIDEWALK IMPROVEMENTS
ELIGIBLE FOR REIMBURSEMENT IN
NOT-TO-EXCEED AMOUNT OF \$550,000**

Hill Avenue Improvements				
Item	Unit	# of Units	Unit Price	Extension
Topsoil Stripping 12" Depth & Placement	Square Yard	1,000	\$3	\$3,000
Earth Excavation	Lump Sum	1	\$67,500	\$67,500
Silt Fence	Linear Foot	1,383	\$2.50	\$3,458
Inlet Protection	Each	13	\$200	\$2,600
Sod Restoration	Square Yard	1,350	\$9	\$12,150
Pavement Removal	Square Yard	2,512	\$12	\$30,144
Sign Removal & Installation	Each	4	\$500	\$2,000
Tree Removal	Each	16	\$350	\$5,600
Sidewalk Removal	Square Foot	370	\$3.50	\$1,295
Curb & Gutter Removal	Linear Foot	60	\$20	\$1,200
12" Aggregate Base Course	Square Yard	2,776	\$15	\$41,633
PCC Full Depth Pavement, 8"	Square Yard	2,310	\$90	\$207,900
Protective Coat	Square Yard	2,310	\$1	\$2,310
B-6.18 Curb & Gutter	Linear Foot	1,676	\$35	\$58,660
PCC Sidewalk	Square Foot	3,299	\$7	\$23,093
Detectable Warnings	Each	5	\$300	\$1,500
Roadway Striping	Lump Sum	1	\$2,500	\$2,500
12" Reinforced Concrete Pipe CL IV C443	Linear Foot	114	\$35	\$3,990
15" Reinforced Concrete Pipe CL IV C443	Linear Foot	144	\$42	\$6,048
18" Reinforced Concrete Pipe CL IV C443	Linear Foot	238	\$45	\$10,710
21" Reinforced Concrete Pipe CL IV C443	Linear Foot	164	\$50	\$8,200
27" Reinforced Concrete Pipe CL IV C443	Linear Foot	58	\$55	\$3,190
27" Flared End Section	Each	1	\$3,500	\$3,500
Manhole, Type A, 4' Dia.	Each	8	\$2,500	\$20,000
Catch Basin, Type A, 4' Dia.	Each	5	\$2,000	\$10,000
Connect To Existing Storm Sewer	Each	1	\$2,500	\$2,500
Trench Backfill	Linear Foot	718	\$20	\$14,360
Light Poles	Each	3	\$3,500	\$10,500
Conduit	Linear Foot	700	\$20	\$14,000
Subtotal for Hill Avenue Improvements				\$573,541

**ITEMIZED SCHEDULE OF ROADWAY AND SIDEWALK IMPROVEMENTS
ELIGIBLE FOR REIMBURSEMENT IN
NOT-TO-EXCEED AMOUNT OF \$550,000**

Cumnor Avenue Improvements				
Item	Unit	# of Units	Unit Price	Extension
Topsoil Stripping	Square Yard	275	\$3	\$825
Earth Excavation	Lump Sum	1	\$3,000	\$3,000
Silt Fence	Linear Foot	274	\$2.50	\$685
Inlet Protection	Each	3	\$200	\$600
Sod Restoration	Square Yard	275	\$9	\$2,475
Pavement Removal	Square Yard	338	\$10	\$3,380
Sign Removal & Installation	Each	2	\$500	\$1,000
Tree Removal	Each	3	\$350	\$1,050
Driveway Removal & Replacement	Square Yard	27	\$45	\$1,215
B-6.12 Curb & Gutter	Linear Foot	234	\$25	\$5,850
8" Aggregate Base Course, CA-6	Square Yard	390	\$10	\$3,900
2" Hot Mix Asphalt Binder Course N50	Square Yard	338	\$9	\$3,042
4-1/4" Hot Mix Asphalt Surface Course N50	Square Yard	338	\$20	\$6,760
Bituminous Tack Coat	Gallon	34	\$5	\$170
Bituminous Prime Coat	Gallon	68	\$5	\$340
PCC Sidewalk	Square Foot	520	\$7	\$3,640
Roadway Striping	Lump Sum	1	\$500	\$500
12" Reinforced Concrete Pipe CL IV C443	Linear Foot	81	\$38	\$3,078
18" Reinforced Concrete Pipe CL IV C443	Linear Foot	23	\$46	\$1,058
Manhole, Type A, 4' Dia.	Each	1	\$2,500	\$2,500
Catch Basin, Type A, 4' Dia.	Each	1	\$2,000	\$2,000
Connect To Existing Storm Sewer	Each	1	\$2,500	\$2,500
Trench Backfill	Linear Foot	104	\$20	\$2,080
Subtotal for Cumnor Avenue Improvements				\$51,648

**ITEMIZED SCHEDULE OF ROADWAY AND SIDEWALK IMPROVEMENTS
ELIGIBLE FOR REIMBURSEMENT IN
NOT-TO-EXCEED AMOUNT OF \$550,000**

Golf Avenue Improvements				
Item	Unit	# of Units	Unit Price	Extension
Topsoil Stripping	Square Yard	384	\$3	\$1,152
Earth Excavation	Lump Sum	1	\$2,000	\$2,000
Silt Fence	Linear Foot	130	\$2.5	\$325
Inlet Protection	Each	3	\$200	\$600
Sod Restoration	Square Yard	384	\$9	\$3,456
Pavement Removal	Square Yard	418	\$10	\$4,180
Sign Removal & Installation	Each	2	\$500	\$1,000
Driveway Removal & Replacement	Square Yard	166	\$45	\$7,470
B-6.12 Curb & Gutter	Linear Foot	240	\$25	\$6,000
8" Aggregate Base Course, CA-6	Square Yard	428	\$10	\$4,283
2" HMA Binder Course N50	Square Yard	375	\$9	\$3,375
4-1/4" HMA Surface Course N50	Square Yard	375	\$20	\$7,500
Bituminous Tack Coat	Gallon	38	\$5	\$190
Bituminous Prime Coat	Gallon	75	\$5	\$375
PCC Sidewalk	Square Foot	661	\$7	\$4,627
Roadway Striping	Lump Sum	1	\$500	\$500
12" Reinforced Concrete Pipe CL IV C443	Linear Foot	19	\$38	\$722
15" Reinforced Concrete Pipe CL IV C443	Linear Foot	149	\$42	\$6,258
Manhole, Type A, 4' Dia.	Each	1	\$2,500	\$2,500
Catch Basin, Type A, 4' Dia.	Each	2	\$2,000	\$4,000
Trench Backfill	Linear Foot	168	\$20	\$3,360
Subtotal for Golf Avenue Improvements				\$63,873

Common Improvements				
Item	Unit	# of Units	Unit Price	Extension
Roadway Engineering	Lump Sum	1	\$112,245	\$112,245
Construction Staking	Lump Sum	1	\$3,500	\$3,500
As-Builts	Lump Sum	1	\$6,000	\$6,000
Subtotal for Common Improvements				\$121,745

Summary	
Subtotal for Hill Avenue Improvements	\$573,541
Subtotal for Cumnor Avenue Improvements	\$51,648
Subtotal for Golf Avenue Improvements	\$63,873
Subtotal for Common Improvements	\$121,745
Grand Total of Items Eligible for Reimbursement	\$810,807
70% of Grand Total of Items Eligible for Reimbursement	\$567,565
Not-To-Exceed Reimbursement by Village of Glen Ellyn	\$550,000