



Agenda
Village of Glen Ellyn
Regular Village Board Meeting
Monday, April 22, 2024
7:00 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. 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.

- E. Presentation**

- 1) Proclamation in Support of National Therapy Animal Day (President of non-profit, Dog is Dog for Good, L. Mait)
- 2) Proclamation in honor of Arbor Day (Public Works Director Buckley)
- 3) Proclamation in honor of CROP Walk Day

- 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 \$2,220,083.59. These agenda items have been reviewed by the Management Team and Village Attorney and are consistent with the Village's purchasing policy (Trustee Fasules)

- 1) Total Expenditures (Payroll and Vouchers) - \$2,220,083.59
- 2) Village Board April 8, 2024 Meeting Minutes
- 3) Village Board February 12, 2024 Meeting Minutes
- 4) Village Board January 22, 2024 Meeting Minutes
- 5) Village Board January 22, 2024 Closed Executive Session Minutes
- 6) Village Board December 11, 2023 Meeting Minutes
- 7) Motion to approve Ordinance 8002-VC, An Ordinance to amend the Liquor License Control Code Chapter 19 of Title 3, Section 12 (Restriction on Number of Licenses) for Class B-1 (Attorney Mathews)
- 8) Motion to approve Central Business District (CBD) Construction Impact Grants to Bench 492 and The Bookstore of Glen Ellyn for \$4,500 each totaling \$9,000 to be expensed to the Corporate Reserve Fund (Economic Development Coordinator Hannah)
- 9) Motion to approve a Facade Improvement Award in the amount of \$23,750 and a Fire Prevention Award in the amount of \$10,000 to 580 Duane LLC at 580 Duane Street, to be expensed to the Central Business District TIF Fund (Economic Development Coordinator Hannah)
- 10) Motion to approve a Facade Improvement Award in the amount of \$28,750 to Genesis Venture, LLC for the property located at 481 N Main Street, to be expensed to the Central Business District TIF Fund (Economic Development Coordinator Hannah)
- 11) Motion to authorize the Village Manager to execute a Three-Year Contract Extension, Pursuant to Section 1-10-2 (B), with OpenGov Inc., of San Francisco, CA for continued use of the Cartegraph Asset Management Software in a not-to-exceed Amount of \$204,611.21 to be expensed to the Water & Sewer Fund (50%) and Motor Fuel Tax Fund (50%) (Public Works Director Buckley)
- 12) Motion pursuant to Section 1-10-7 of the Glen Ellyn Village Code to adopt the Competitive Bidding Procedures of the Suburban Purchasing Cooperative in lieu of the provisions of Chapter 10 on Village Contracts and authorize the Village Manager to execute a contract with Superior Road Striping of Bartlett, Illinois, for the 2024 Pavement Line Striping Program in the amount of \$100,000 to be expensed to the General Fund (Public Works Director Buckley)
- 13) Motion to authorize the Village Manager to execute a contract for consulting services with Baker Tilly US, LLP of Chicago, Illinois for the Community Development software implementation in the not-to-exceed amount of \$95,800 to be paid out of the Corporate Reserve Fund (AVM/Community Development Director Rodman/IT Director Chiappetta)
- 14) Motion to authorize the Village Manager to execute a contract with The Davenport Group USA Ltd of Crystal Lake, Illinois for the LAMA Community Development software package in the amount of \$336,795.00, to be paid out of the Corporate Reserve Fund (AVM/Community Development Director Rodman/IT Director Chiappetta)

G. Bond Issuance on Behalf of Glenbard Wastewater Authority (Finance Director Brankin) (Trustee Christiansen)

- 1) Motion to approve Ordinance 8003, An Ordinance providing for the issuance of not-to-exceed \$7,000,000 General Obligation Bonds, Series 2024, of the Village of Glen Ellyn, DuPage County, Illinois, for the purpose of financing improvements to the wastewater treatment facilities of the Glenbard Wastewater Authority, authorizing designated officers to sell said bonds by the execution of a bond order, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds and authorizing the sale of said bonds to the purchaser thereof

H. Other Business

I. Reminders

- 1) Village Board Special Workshop, April 29, 2024 at 7 pm
- 2) Village Board Meeting Monday, May 13, 2024 at 7 pm

J. Adjourn



Proclamation

WHEREAS, Pet Partners has designated April 30 as National Therapy Animal Day; and

WHEREAS, scientific research shows that interacting with therapy animals can reduce stress, relieve depression, slow heart rate, lower blood pressure and strengthen the immune system; and

WHEREAS, therapy animal teams play an essential role in improving human health and well-being through the human-animal bond; and

WHEREAS, therapy animal teams interact with a variety of people including veterans, seniors, patients, students and those approaching end of life; and

WHEREAS, these exceptional therapy animals who partner with their human companions bring comfort and healing to those in need; and

WHEREAS, we encourage more pet owners to consider becoming Pet Partners volunteers to help our community by creating greater access to meaningful therapy animal visits;

NOW, THEREFORE, I, MARK SENAK, President of the Village of Glen Ellyn, do hereby proclaim April 30, 2024 as National Therapy Animal Day, and encourage our citizens to celebrate our therapy animals and their human handlers. Further, I publicly salute the service of therapy animal teams in our community.

VILLAGE PRESIDENT
ATTEST:

VILLAGE CLERK

DATE



Proclamation

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and this holiday, called Arbor Day, is now observed throughout the United States and the world; and

WHEREAS, the Village of Glen Ellyn has been recognized as a Tree City USA for 40 consecutive years and desires to continue its tree planting traditions; and

WHEREAS, the Village has worked intently to further diversity and broaden its urban forest for the overall health of all trees and residents' enjoyment of their canopy; and

WHEREAS, it is generally recognized that the abundance of trees within Glen Ellyn contributes greatly to the visual beauty of our Village.

NOW, THEREFORE, I, Mark Senak, President of the Village of Glen Ellyn, Illinois, do hereby proclaim Friday, April 26, 2024, as Arbor Day in the Village of Glen Ellyn and urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

Village President
attest:

Village Clerk

Date



Proclamation

WHEREAS, CROP Hunger Walks are community-based walk fundraising events held in cities and towns across the U.S. to support the global mission of Church World Service, a faith-based organization transforming communities around the globe through just and sustainable responses to hunger, poverty, displacement and disaster; and

WHEREAS, CROP Hunger Walk funds provide life-saving support including emergency food and resources, seeds, tools and programs that help families feed themselves; and

WHEREAS, CROP Hunger Walks give 25% of the funds raised to the community hosting the local Walk, to support local hunger fighting efforts. This year these encompass the DuPage Senior Citizens Council, the People's Resource Center (PRC) and the Glen House Food Pantry; and

WHEREAS, the local Wheaton/Glen Ellyn CROP Walk to be held on Sunday, May 5, will for the 40th year raise funds for and awareness of ever-present food insecurity issues in DuPage County and around the world.

WHEREAS, participating Glen Ellyn churches include Faith Lutheran, First United Methodist, Glen Ellyn Covenant, Grace Lutheran, St. Luke Evangelical and St. Mark's Episcopal;

NOW, THEREFORE, I, Mark Senak, President of the Village of Glen Ellyn, Illinois, do hereby proclaim Sunday, May 5, 2024 CROP Walk Day in the Village of Glen Ellyn and urge all citizens to participate or support in this community endeavor dedicated to the ending of hunger both locally and internationally.

Village President
attest:

Village Clerk

Date

Approval of Vouchers
For the Village Board Meeting on April 22, 2024

EXPENDITURES:

Accounts Payable Warrant 0324-6	\$	5,209.33
Accounts Payable Warrant 0424-1	\$	735,129.91
Accounts Payable Warrant 0424-2	\$	811,306.14

Sub-Total	\$	1,551,645.38
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Warrant Total \$ 1,551,645.38

PAYROLL EXPENDITURES

April 5, 2024

Net Employee Payroll Checks	\$	430,644.27
<u>Employee & Employer Payroll Deductions:</u>		
Employee Deductions*	\$	187,242.12
IMRF - Employer contribution	\$	16,349.49
Social Security/Medicare Tax Withheld - Employer portion	\$	34,202.33
Total Payroll	\$	<u>668,438.21</u>

\$ 668,438.21

GRAND TOTAL \$ 2,220,083.59

* Employee deductions include contributions for pensions, health insurance, union dues and other employee directed deductions such as tax withholdings, 457 & 125 plan contributions and supplemental life insurance.

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
9718 SEBIS DIRECT INC												
04012024		04/01/2024		0424-1	36280	15,000.00	15,000.00	04/01/2024	DIR	PD		UTILITY BILLING POSTAG
CHECK DATE: 04/01/2024												
922 VILLAGE OF GLEN ELLYN												
413030-04241		04/01/2024		0424-2	36281	832.29	832.29	04/20/2024	DIR	PD	2024	APR WATER BILL: 4
CHECK DATE: 04/26/2024												
140250-0424		04/01/2024		0424-2	36282	58.40	58.40	04/20/2024	DIR	PD	2024	APR WATER BILL: 4
CHECK DATE: 04/26/2024												
411170-0424		04/01/2024		0424-2	36283	45.24	45.24	04/20/2024	DIR	PD	2024	APR WATER BILL: 4
CHECK DATE: 04/26/2024												
423765-0424		04/01/2024		0424-2	36284	157.69	157.69	04/20/2024	DIR	PD	2024	APR WATER BILL: 6
CHECK DATE: 04/26/2024												
315091-0424		04/01/2024		0424-2	36285	6.69	6.69	04/20/2024	DIR	PD	2024	APR WATER BILL:53
CHECK DATE: 04/26/2024												
120495-0424		04/01/2024		0424-2	36286	101.97	101.97	04/20/2024	DIR	PD	2024	APR WATER BILL:52
CHECK DATE: 04/26/2024												
121350-0424		04/01/2024		0424-2	36287	31.01	31.01	04/20/2024	DIR	PD	2024	APR WATER BILL: 8
CHECK DATE: 04/26/2024												
122670-0424		04/01/2024		0424-2	36288	27.48	27.48	04/20/2024	DIR	PD	2024	APR WATER BILL:55
CHECK DATE: 04/26/2024												
315215-0424		04/01/2024		0424-2	36289	7.07	7.07	04/20/2024	DIR	PD	2024	APR WATER BILL:DU
CHECK DATE: 04/01/2024												
310033-0424		04/01/2024		0424-2	36290	2.12	2.12	04/20/2024	DIR	PD	2024	APR WATER BILL: 4
CHECK DATE: 04/26/2024												
315090-0424		04/01/2024		0424-2	36291	262.06	262.06	04/20/2024	DIR	PD	2024	APR WATER BILL: 5
CHECK DATE: 04/26/2024												
423925-0424		04/01/2024		0424-2	36292	152.52	152.52	04/20/2024	DIR	PD	2024	APR WATER BILL: 6
CHECK DATE: 04/26/2024												
310029-0424		04/01/2024		0424-2	36293	2.12	2.12	04/20/2024	DIR	PD	2024	APR WATER BILL: 5
CHECK DATE: 04/01/2024												
310027-0424		04/01/2024		0424-2	36294	2.12	2.12	04/20/2024	DIR	PD	2024	APR WATER BILL: 5
CHECK DATE: 04/26/2024												
310037-0424		04/01/2024		0424-2	36295	2.12	2.12	04/20/2024	DIR	PD	2024	APR WATER BILL:
CHECK DATE: 04/26/2024												
410010-0424		04/01/2024		0424-2	36296	223.98	223.98	04/20/2024	DIR	PD	2024	APR WATER BILL: 3
CHECK DATE: 04/26/2024												

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VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
310035-0424 CHECK DATE: 04/26/2024		04/01/2024		0424-2	36297	2.12		2.12	04/20/2024	DIR	PD	2024 APR WATER BILL: 4
122675-0424 CHECK DATE: 04/26/2024		04/01/2024		0424-2	36298	1.27		1.27	04/20/2024	DIR	PD	2024 APR WATER BILL: 5
												356 GLEN ELLYN VOLUNTEER FIRE CO.
FY24-2 CHECK DATE: 04/05/2024		04/03/2024		0424-1	36299	313,547.50		313,547.50	04/03/2024	DIR	PD	FY24-QTRLY CONTRIBUTIO
												898 UNITED STATES POSTMASTER
VS031824 CHECK DATE: 03/18/2024		04/09/2024		0324-6	36300	5,209.33		5,209.33	04/09/2024	DIR	PD	VEHICLE STICKER POSTAG
												13444 A MAESTRANZI SONS KNIFE SERVICES
714574 CHECK DATE: 04/05/2024		03/28/2024		0424-1	258022	34.00		34.00	03/28/2024	INV	PD	PROFESSIONAL SERVICES
												12710 AEP ENERGY
3014258047 0324 CHECK DATE: 04/05/2024		03/12/2024		0424-1	258023	387.13		387.13	03/21/2024	INV	PD	BRIAR ST/1112 LONDONBE
3017258058 0324 CHECK DATE: 04/05/2024		03/15/2024		0424-1	258024	112.70		112.70	03/21/2024	INV	PD	485 WINCHELL WAY, STRE
												11942 AL WARREN OIL CO INC
W1640062 CHECK DATE: 04/05/2024	20230036	03/25/2024		0424-1	258025	28,073.08		28,073.08	04/05/2024	INV	PD	MOTOR FUEL
												12567 AMAZON.COM SALES, INC.
144H-4XDP-C4DV CHECK DATE: 04/05/2024		03/01/2024		0424-1	258026	944.26		944.26	03/20/2024	INV	PD	COMPUTER SUPPLIES
												51 ANCEL, GLINK, P.C.
3146324 0324 CHECK DATE: 04/05/2024		03/08/2024		0424-1	258027	7,019.66		7,019.66	03/25/2024	INV	PD	LEGAL SERVICES FEB 202
												9879 BREAKTHRU BEVERAGE ILLINOIS, LLC
115032688 CHECK DATE: 04/05/2024		03/29/2024		0424-1	258028	957.80		957.80	03/29/2024	INV	PD	BEVERAGE FOR RESALE
												2197 BOJO TURF SUPPLY INC
69000 CHECK DATE: 04/05/2024		03/18/2024		0424-1	258029	959.23		959.23	03/24/2024	INV	PD	GOLF COURSE TOOLS AND

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
1076 CINTAS CORPORATION NO 2												
5198017783		03/29/2024		0424-1	258030	430.56		430.56	03/29/2024	INV	PD	FIRST AID RESTOCK
CHECK DATE: 04/05/2024												
59 ARTHUR CLESEN, INC												
12801-00		03/18/2024		0424-1	258031	6,816.00		6,816.00	03/24/2024	INV	PD	PLANT PROTECTANTS
CHECK DATE: 04/05/2024												
175 COMMONWEALTH EDISON COMPANY												
1N304 STACY CT	0324	03/14/2024		0424-1	258032	979.05		979.05	03/21/2024	INV	PD	1N304 STACY CT, PUMP S
CHECK DATE: 04/05/2024												
308 WILSON	0324	03/14/2024		0424-1	258033	2,018.59		2,018.59	03/21/2024	INV	PD	308 WILSON AVE, PUMP S
CHECK DATE: 04/05/2024												
199 LORRAINE RD	0324	03/14/2024		0424-1	258034	60.76		60.76	03/21/2024	INV	PD	199 LORRAINE RD, LIFT
CHECK DATE: 04/05/2024												
580 S PARK BLVD	0324	03/13/2024		0424-1	258035	151.42		151.42	03/21/2024	INV	PD	580 S PARK BLVD, LIFT
CHECK DATE: 04/05/2024												
1024 MEMORY CT.	0324	03/14/2024		0424-1	258036	141.41		141.41	03/21/2024	INV	PD	1024 MEMORY CT, LIFT S
CHECK DATE: 04/05/2024												
290 S PARK BLVD	0324	02/13/2024		0424-1	258037	45.97		45.97	03/21/2024	INV	PD	290 S PARK BLVD, LIFT
CHECK DATE: 04/05/2024												
1105 SURREY DR.	0324	03/13/2024		0424-1	258038	132.70		132.70	03/21/2024	INV	PD	1105 SURREY DR, LIFT S
CHECK DATE: 04/05/2024												
439 COTTAGE AV	0324	03/14/2024		0424-1	258039	190.27		190.27	03/21/2024	INV	PD	439 COTTAGE AVE, WATE
CHECK DATE: 04/05/2024												
69 NEWTON AVE	0324	03/13/2024		0424-1	258040	1,704.64		1,704.64	03/21/2024	INV	PD	69 NEWTON AVE, PUMP ST
CHECK DATE: 04/05/2024												
4876 CONSTELLATION NEWENERGY, INC.												
4821540852	0324-5	03/20/2024		0424-1	258041	45.80		45.80	03/21/2024	INV	PD	STREETLIGHTS, 460 DUAN
CHECK DATE: 04/05/2024												
95439223024	0324	03/19/2024		0424-1	258041	70.08		70.08	03/21/2024	INV	PD	STREETLIGHTS, 400 DUAN
CHECK DATE: 04/05/2024												
						115.88						
10952 CONSUMERS PACKING COMPANY												
406363		03/25/2024		0424-1	258042	1,783.38		1,783.38	03/25/2024	INV	PD	FOOD - RESALE
CHECK DATE: 04/05/2024												
406534		03/28/2024		0424-1	258042	613.85		613.85	03/28/2024	INV	PD	FOOD - RESALE
CHECK DATE: 04/05/2024												
406535		03/28/2024		0424-1	258042	1,082.06		1,082.06	03/28/2024	INV	PD	FOOD - RESALE
CHECK DATE: 04/05/2024												

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INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
249 DUPAGE COUNTY						3,479.29						
JV 134-1		02/29/2024		0424-1	258043	238.85	238.85	03/22/2024	INV	PD		PAYMENT SHORTAGE REVIS
CHECK DATE: 04/05/2024												
250 DUPAGE COUNTY PUBLIC WORKS												
540874		03/09/2024		0424-1	258044	14.10	14.10	03/21/2024	INV	PD		WATER USAGE, 1N304 STA
CHECK DATE: 04/05/2024												
12755 ECO CLEAN MAINTENANCE, INC.												
12634	20230042	03/25/2024		0424-1	258045	3,289.00	3,289.00	04/05/2024	INV	PD		PARKING GARAGE CUSTODI
CHECK DATE: 04/05/2024												
291 EUCLID BEVERAGE, LLC												
W-3901509		03/29/2024		0424-1	258046	258.65	258.65	03/29/2024	INV	PD		BEVERAGE FOR RESALE
CHECK DATE: 04/05/2024												
11334 EURO USA MIDWEST LLC												
750086-00		03/27/2024		0424-1	258047	2,113.41	2,113.41	03/27/2024	INV	PD		FOOD - RESALE
CHECK DATE: 04/05/2024												
750283-00		03/25/2024		0424-1	258047	268.60	268.60	03/25/2024	INV	PD		FOOD - RESALE
CHECK DATE: 04/05/2024												
750284-00		03/28/2024		0424-1	258047	534.00	534.00	03/28/2024	INV	PD		FOOD - RESALE
CHECK DATE: 04/05/2024												
751190-00		03/30/2024		0424-1	258047	335.05	335.05	03/30/2024	INV	PD		FOOD - RESALE
CHECK DATE: 04/05/2024												
5049 GROOT INDUSTRIES INC.						3,251.06						
12127033T107		03/04/2024		0424-1	258048	139,175.81	139,175.81	03/20/2024	INV	PD		3107-31803 REFUSE SVC
CHECK DATE: 04/05/2024												
7972 HENDERSON PRODUCTS, INC												
395784		03/15/2024		0424-1	258049	2,311.00	2,311.00	04/05/2024	INV	PD		PW 203 - REPAIRS TO SP
CHECK DATE: 04/05/2024												
389 HOLSTEIN'S GARAGE												
2998		02/29/2024		0424-1	258050	90.00	90.00	04/05/2024	INV	PD		STATE SAFETY INSPECTIO
CHECK DATE: 04/05/2024												
9000 B2B COMPUTER PRODUCTS LLC												
01483763		03/01/2024		0424-1	258051	1,447.52	1,447.52	04/01/2024	INV	PD		NOTEBOOK - 5CG4034X92
CHECK DATE: 04/05/2024												
01484264		03/06/2024		0424-1	258051	283.54	283.54	04/01/2024	INV	PD		LAPTOP WARRANTY FOR PW
CHECK DATE: 04/05/2024												

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VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
9078 TYCO FIRE & SECURITY MANAGEMENT, INC						1,731.06						
39825009		02/10/2024		0424-1	258052	148.35	148.35	03/20/2024	INV	PD	01300	113056960 FS#1 A
CHECK DATE: 04/05/2024												
39825010		02/10/2024		0424-1	258052	148.35	148.35	03/20/2024	INV	PD	01300	113056961 FS#2 A
CHECK DATE: 04/05/2024												
39942011		03/09/2024		0424-1	258052	148.35	148.35	03/26/2024	INV	PD	01300	113056965 APR-JU
CHECK DATE: 04/05/2024												
39942027		03/09/2024		0424-1	258052	83.85	83.85	03/26/2024	INV	PD	01300	133272040 - APRI
CHECK DATE: 04/05/2024												
						528.90						
12753 KONSTANTINE T. SAVOY												
1240	20210063	03/06/2024		0424-1	258053	1,753.64	1,753.64	04/01/2024	INV	PD		REDEVELOPMENT OF THE R
CHECK DATE: 04/05/2024												
9266 LAUTERBACH & AMEN, LLP												
87830	20240028	02/26/2024		0424-1	258054	15,000.00	15,000.00	04/01/2024	INV	PD		AUDIT SERVICES
CHECK DATE: 04/05/2024												
546 LEN'S ACE HARDWARE, INC.												
113495/3		03/15/2024		0424-1	258055	286.37	286.37	03/24/2024	INV	PD		COURSE SUPPLIES
CHECK DATE: 04/05/2024												
113527/3		03/18/2024		0424-1	258055	29.67	29.67	03/24/2024	INV	PD		TOOLS FOR 9 STARTER DA
CHECK DATE: 04/05/2024												
113535/3		03/19/2024		0424-1	258055	28.78	28.78	03/24/2024	INV	PD		SUPPLIES FOR 9 HOLE ST
CHECK DATE: 04/05/2024												
113541/3		03/19/2024		0424-1	258055	10.79	10.79	03/24/2024	INV	PD		PARTS FOR 9 HOLE START
CHECK DATE: 04/05/2024												
113606/3		03/26/2024		0424-1	258055	18.87	18.87	04/05/2024	INV	PD		ESD SHOP
CHECK DATE: 04/05/2024												
113607/3		03/26/2024		0424-1	258055	16.19	16.19	04/05/2024	INV	PD		SHOP SOAP DISPENSER
CHECK DATE: 04/05/2024												
						390.67						
596 METRO PARAMEDIC SERVICES, INC.												
24-87042		03/01/2024		0424-1	258056	75,344.40	75,344.40	03/25/2024	INV	PD		PARAMEDIC SERVICE FEE
CHECK DATE: 04/05/2024												
11490 MIDWEST IMPORTS, LTD												
371969		03/28/2024		0424-1	258057	314.28	314.28	03/28/2024	INV	PD		FOOD - RESALE
CHECK DATE: 04/05/2024												
12469 MOLON LAVE LLC												
142591		03/30/2024		0424-1	258058	205.00	205.00	03/30/2024	INV	PD		NA BEV.
CHECK DATE: 04/05/2024												

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
2670 PACE SUBURBAN BUS												
632316		01/31/2024		0424-1	258059	3,308.71	3,308.71	04/01/2024	INV	PD		RIDE DUPAGE DEC 23
CHECK DATE: 04/05/2024												
676 PACKEY WEBB FORD, INC.												
169543		03/13/2024		0424-1	258060	50.18	50.18	04/05/2024	INV	PD		ASSET# 004 WIRE ASSEMB
CHECK DATE: 04/05/2024												
12858 PEERLESS NETWORK, INC.												
45751		03/01/2024		0424-1	258061	241.85	241.85	03/20/2024	INV	PD		GEVFC PHONE SERVICE
CHECK DATE: 04/05/2024												
13244 R & R PRODUCTS, INC.												
CD2886792		03/21/2024		0424-1	258062	291.15	291.15	03/24/2024	INV	PD		PARTS FOR EQUIPMENT #
CHECK DATE: 04/05/2024												
1254 REINDERS, INC.												
4071533-00	20240012	03/19/2024		0424-1	258063	65,891.84	65,891.84	03/24/2024	INV	PD		2024 TORO E TRIFLEX 33
CHECK DATE: 04/05/2024												
6048912-00		03/21/2024		0424-1	258063	571.22	571.22	03/24/2024	INV	PD		PARTS FOR ROUGH MOWERS
CHECK DATE: 04/05/2024												
						66,463.06						
12740 REVELS TURF AND TRACTOR, LLC												
295970		03/19/2024		0424-1	258064	277.80	277.80	03/24/2024	INV	PD		SEALS FOR FAIRWAY MOWE
CHECK DATE: 04/05/2024												
296211		03/20/2024		0424-1	258065	79.35	79.35	03/24/2024	INV	PD		SEALS FOR FAIRWAY CUTT
CHECK DATE: 04/05/2024												
296584		03/22/2024		0424-1	258066	184.01	184.01	03/24/2024	INV	PD		PARTS FOR TURFCO EDGER
CHECK DATE: 04/05/2024												
754 RIGGS BROS. AUTO INTERIORS, INC.												
174205		03/22/2024		0424-1	258067	550.00	550.00	04/05/2024	INV	PD		ASSET# 004 SEAT REPAIR
CHECK DATE: 04/05/2024												
174206		03/22/2024		0424-1	258067	390.00	390.00	04/05/2024	INV	PD		1E63 - HOSE BED COVER
CHECK DATE: 04/05/2024												
						940.00						
13718 RINGCENTRAL, INC.												
CD_000770452		03/07/2024		0424-1	258068	569.37	569.37	03/20/2024	INV	PD		GEVFC PHONE SYSTEM
CHECK DATE: 04/05/2024												
CD_000770453		03/07/2024		0424-1	258068	572.76	572.76	03/20/2024	INV	PD		GEVFC PHONE SYSTEM
CHECK DATE: 04/05/2024												

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						1,142.13						
12013 SENTINEL EMERGENCY SOLUTIONS												
29685		03/19/2024		0424-1	258069	244.78	244.78	04/05/2024	INV	PD		1E61 - LIGHTS AND SWIT
CHECK DATE: 04/05/2024												
3571 HARRY C SMITH LTD												
6723		03/19/2024		0424-1	258070	5,148.00	5,148.00	03/25/2024	INV	PD		LEGAL SERVICES
CHECK DATE: 04/05/2024												
5109 SOUTH SIDE CONTROL SUPPLY, CO.												
S100926954.001		03/07/2024		0424-1	258071	57.85	57.85	03/26/2024	INV	PD		SINGLE STAGE PROGRAMMA
CHECK DATE: 04/05/2024												
12512 SOUTHEAST LINEN ASSOCIATES, INC.												
1333112		03/29/2024		0424-1	258072	491.93	491.93	03/29/2024	INV	PD		LINEN SERVICE
CHECK DATE: 04/05/2024												
10181 SOUTHERN GLAZER'S WINE AND SPIRITS, LLC												
1221143		03/29/2024		0424-1	258073	642.79	642.79	03/29/2024	INV	PD		BEVERAGE FOR RESALE
CHECK DATE: 04/05/2024												
806 STANDARD EQUIPMENT COMPANY												
P48969		03/25/2024		0424-1	258074	1,680.55	1,680.55	04/05/2024	INV	PD		ASSET 230 SWITCH AND M
CHECK DATE: 04/05/2024												
2687 STAPLES CONTRACT & COMMERCIAL, INC.												
3559969006		02/20/2024		0424-1	258075	136.26	136.26	04/01/2024	INV	PD		SUPPLIES
CHECK DATE: 04/05/2024												
844 SYSCO FOOD SERV - CHICAGO, INC												
724229683		03/29/2024		0424-1	258076	2,371.07	2,371.07	03/29/2024	INV	PD		FOOD - RESALE, NA BEV.
CHECK DATE: 04/05/2024												
10558 TESTA PRODUCE, INC												
05673721		03/25/2024		0424-1	258077	220.60	220.60	03/25/2024	INV	PD		FOOD - RESALE, NA BEV.
CHECK DATE: 04/05/2024												
05675387		03/29/2024		0424-1	258077	33.80	33.80	03/29/2024	INV	PD		FOOD - RESALE
CHECK DATE: 04/05/2024												
05675589		03/28/2024		0424-1	258077	620.45	620.45	03/28/2024	INV	PD		FOOD - RESALE
CHECK DATE: 04/05/2024												
05675729		03/28/2024		0424-1	258077	38.75	38.75	03/28/2024	INV	PD		FOOD - RESALE
CHECK DATE: 04/05/2024												
05676354		03/29/2024		0424-1	258077	433.40	433.40	03/29/2024	INV	PD		FOOD - RESALE, NA BEV.
CHECK DATE: 04/05/2024												
05677218		03/30/2024		0424-1	258077	614.65	614.65	03/30/2024	INV	PD		FOOD - RESALE, NA BEV.

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 04/05/2024						1,961.65						
11602 THE THIRD SYNTHESIS, IND D/B/A												
974925		03/30/2024		0424-1	258078	1,128.60	1,128.60	03/30/2024	INV	PD		FOOD - RESALE
CHECK DATE: 04/05/2024												
1242 THIRD MILLENNIUM ASSOCIATES, INC												
31126		03/15/2024		0424-1	258079	12,745.50	12,745.50	03/20/2024	INV	PD		2024 VEHICLE STICKER P
CHECK DATE: 04/05/2024												
11504 TOTAL PARKING SOLUTIONS, INC												
106645		01/30/2024		0424-1	258080	360.00	360.00	04/01/2024	INV	PD		RECEIPT PAPER
CHECK DATE: 04/05/2024												
10577 CAMPAGNA-TURANO BAKERY, INC												
130021375		03/25/2024		0424-1	258081	143.97	143.97	03/25/2024	INV	PD		FOOD - RESALE
CHECK DATE: 04/05/2024												
130021416		03/26/2024		0424-1	258081	118.20	118.20	03/26/2024	INV	PD		FOOOD - RESALE
CHECK DATE: 04/05/2024												
130021475		03/28/2024		0424-1	258081	115.90	115.90	03/28/2024	INV	PD		FOOD - RESALE
CHECK DATE: 04/05/2024												
130021523		03/29/2024		0424-1	258081	49.63	49.63	03/29/2024	INV	PD		FOOD - RESALE
CHECK DATE: 04/05/2024												
130021563		03/30/2024		0424-1	258081	125.32	125.32	03/30/2024	INV	PD		FOOD - RESALE
CHECK DATE: 04/05/2024						553.02						
11819 UNIFIRST CORPORATION												
1190099505		02/07/2024		0424-1	258082	74.47	74.47	03/29/2024	INV	PD		TOWEL & MAT SERVICE
CHECK DATE: 04/05/2024												
1190103467		02/21/2024		0424-1	258082	74.47	74.47	03/29/2024	INV	PD		TOWEL AND MAT SERVICE
CHECK DATE: 04/05/2024												
1190105281		02/28/2024		0424-1	258082	74.47	74.47	03/29/2024	INV	PD		TOWEL & MAT SERVICE
CHECK DATE: 04/05/2024												
1190107151		03/06/2024		0424-1	258082	74.47	74.47	04/05/2024	INV	PD		TOWEL & MAT SERVICE
CHECK DATE: 04/05/2024												
1190108860		03/13/2024		0424-1	258082	71.53	71.53	04/05/2024	INV	PD		TOWEL & MAT SERVICE
CHECK DATE: 04/05/2024												
1190110875		03/20/2024		0424-1	258082	71.53	71.53	04/05/2024	INV	PD		TOWEL & MAT SERVICE
CHECK DATE: 04/05/2024												
1190112727		03/27/2024		0424-1	258082	67.73	67.73	04/05/2024	INV	PD		TOWEL AND MAT SERVICE
CHECK DATE: 04/05/2024						508.67						
898 UNITED STATES POSTMASTER												
PERMIT 149		03/20/2024		0424-1	258083	320.00	320.00	04/01/2024	INV	PD		USPS MARKETING MAIL -
CHECK DATE: 04/05/2024												

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
884 U.S. FOODSERVICE, INC.												
1031521		03/29/2024		0424-1	258084	89.05	89.05	03/29/2024	INV	PD		FOOD - RESALE
CHECK DATE:		04/05/2024										
827562		03/25/2024		0424-1	258084	2,920.65	2,920.65	03/25/2024	INV	PD		FGOOD - RESALE, MNA BE
CHECK DATE:		04/05/2024										
965585		03/29/2024		0424-1	258084	1,788.57	1,788.57	03/29/2024	INV	PD		FOOD- RESALE, NA BEV.,
CHECK DATE:		04/05/2024										
						4,798.27						
12815 WAUKEGAN ROOFING CO., INC.												
2066979		03/18/2024		0424-1	258085	845.01	845.01	03/24/2024	INV	PD		LEAK REPAIR IN ROOF AC
CHECK DATE:		04/05/2024										
12899 WAYDE BEECHY, INC.												
30002464		03/19/2024		0424-1	258086	159.00	159.00	04/05/2024	INV	PD		INV. BATTERY
CHECK DATE:		04/05/2024										
7711 WINDY CITY DISTRIBUTION COMPANY												
100420746		03/29/2024		0424-1	258087	800.40	800.40	03/29/2024	INV	PD		BEVERAGE FOR RESALE
CHECK DATE:		04/05/2024										
13444 A MAESTRANZI SONS KNIFE SERVICES												
728616		04/04/2024		0424-2	258088	34.00	34.00	04/04/2024	INV	PD		PROFESSIONAL SERVICES
CHECK DATE:		04/12/2024										
5016 ABBOTT TREE CARE PROFESSIONALS, LLC												
39711		02/20/2024		0424-2	258089	6,180.00	6,180.00	04/03/2024	INV	PD		TREE REMOVALS - DANGER
CHECK DATE:		04/12/2024										
13757 ADVANCED PARTS & SERVICE INC												
258668		04/03/2024		0424-2	258090	300.00	300.00	04/03/2024	INV	PD		MECH, MAINT.
CHECK DATE:		04/12/2024										
10753 ADVANCED TURF SOLUTIONS												
SO1139014		10/30/2023		0424-2	258091	12,950.00	12,950.00	04/03/2024	INV	PD		ZIPLINE SOIL SURFACTAN
CHECK DATE:		04/12/2024										
SO1160462		03/14/2024		0424-2	258091	1,033.00	1,033.00	04/03/2024	INV	PD		TARTAN STRESSGARD - FU
CHECK DATE:		04/12/2024										
SO1160463		03/14/2024		0424-2	258091	7,319.88	7,319.88	04/03/2024	INV	PD		HERBICIDES - AGENCY PR
CHECK DATE:		04/12/2024										
						21,302.88						
8119 AECOM TECHNICAL SERVICES INC												
2000865439	20230031	03/07/2024		0424-2	258092	168,418.56	168,418.56	04/01/2024	INV	PD		YR 1 OF MULTI-YEAR CON
CHECK DATE:		04/12/2024										
2000874276	20230031	04/03/2024		0424-2	258092	47,651.67	47,651.67	04/12/2024	INV	PD		YR 1 OF MULTI-YEAR CON

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 04/12/2024						216,070.23						
7114 ALLIANCE OF DOWNTOWN GLEN ELLYN												
2Q24		03/07/2024		0424-2	258093	27,500.00	27,500.00	03/20/2024	INV	PD		2ND QTR FUNDING 2024
CHECK DATE: 04/12/2024						945.50	945.50	03/20/2024	INV	PD		STREETSCAPE SUMMER BAL
32024		02/24/2024		0424-2	258093							
CHECK DATE: 04/12/2024						28,445.50						
12567 AMAZON.COM SALES, INC.												
13LR-KLHW-6GHF		03/01/2024		0424-2	258094	249.29	249.29	03/20/2024	INV	PD		OFFICE SUPPLIES
CHECK DATE: 04/12/2024						29.99	29.99	03/09/2024	INV	PD		FACILITIES SUPPLIES
1DK4-CYWR-F6YV		03/01/2024		0424-2	258094							
CHECK DATE: 04/12/2024						58.26	58.26	03/25/2024	INV	PD		OFFICE SUPPLIES
1LVL-JGK3-C9XC		03/01/2024		0424-2	258094							
CHECK DATE: 04/12/2024						337.54						
13113 AMERICAN WELDING & GAS, INC.												
0009990447		03/27/2024		0424-2	258095	97.50	97.50	03/27/2024	INV	PD		CO2 REFILL
CHECK DATE: 04/12/2024						41.10	41.10	04/05/2024	INV	PD		co2 REFILL
0010007048		04/05/2024		0424-2	258095							
CHECK DATE: 04/12/2024						138.60						
11818 AMPERAGE ELECTRICAL SUPPLY INC												
6585-2045412		02/02/2024		0424-2	258096	208.25	208.25	03/20/2024	INV	PD		LAMPS
CHECK DATE: 04/12/2024												
65 AT&T												
630Z99013103-7		03/16/2024		0424-2	258097	64.00	64.00	04/09/2024	INV	PD		630 Z99-0131 540 7 032
CHECK DATE: 04/12/2024												
67 ATLAS REFRIGERATION, INC.												
34260		03/27/2024		0424-2	258098	305.00	305.00	03/27/2024	INV	PD		Cooler repair
CHECK DATE: 04/12/2024												
13760 YOUNG MEN'S CHRISTIAN ASSN OF NW DUPAGE CO												
31124		03/11/2024		0424-2	258099	800.00	800.00	03/22/2024	INV	PD		ANNUAL MEETING TABLE O
CHECK DATE: 04/12/2024												
13349 BAKER TILLY US, LLP												
BT2730423	20230079	03/29/2024		0424-2	258100	2,000.00	2,000.00	04/03/2024	INV	PD		CONSULTING SERVICES
CHECK DATE: 04/12/2024												
12588 BHFX, LLC												

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INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
469197 CHECK DATE: 04/12/2024 11052 SIMPLIFY COMPLIANCE LLC		03/04/2024		0424-2	258101	75.00	75.00	04/05/2024	INV	PD		INVOICE FOR PLAN ROOM
19663535 CHECK DATE: 04/12/2024 1225 CHECKPOINT PRESS, INC		02/15/2024		0424-2	258102	6,300.00	6,300.00	03/22/2024	INV	PD		TRAINING
45129 CHECK DATE: 04/12/2024 9879 BREAKTHRU BEVERAGE ILLINOIS, LLC		07/07/2023		0424-2	258103	298.00	298.00	04/03/2024	INV	PD		JOB AD
114930252 CHECK DATE: 04/12/2024		03/27/2024		0424-2	258104	841.91	841.91	03/27/2024	INV	PD		BEVERAGE FOR RESALE
115144489 CHECK DATE: 04/12/2024		04/05/2024		0424-2	258104	2,406.00	2,406.00	04/05/2024	INV	PD		BEVERAGE FOR RESALE
						3,247.91						
2197 BOJO TURF SUPPLY INC												
68999 CHECK DATE: 04/12/2024 114 CASCO INTERNATIONAL		03/18/2024		0424-2	258105	11,070.00	11,070.00	04/03/2024	INV	PD		FERTILIZER
2371125 CHECK DATE: 04/12/2024 120 CANON SOLUTIONS AMERICA, INC		04/01/2024		0424-2	258106	68.00	68.00	04/03/2024	INV	PD		WELLNESS INCENTIVE
32201504 CHECK DATE: 04/12/2024 13784 CHARLES CARPENTER		03/12/2024		0424-2	258107	1,290.35	1,290.35	04/12/2024	INV	PD		FEB METER USAGE - LEAS
26107 CHECK DATE: 04/12/2024 128 CARQUEST AUTO PARTS		03/31/2024		0424-2	258108	3,078.00	3,078.00	04/09/2024	INV	PD		TRANSFER TAX REFUND 36
15517-224160 CHECK DATE: 04/12/2024		03/11/2024		0424-2	258109	31.18	31.18	04/12/2024	INV	PD		ASSET# 250 - SWAY BAR
15517-224403 CHECK DATE: 04/12/2024		03/12/2024		0424-2	258109	56.70	56.70	04/12/2024	INV	PD		ASSET # 004 - SPARK PL
15517-224448 CHECK DATE: 04/12/2024		03/12/2024		0424-2	258109	17.19	17.19	04/12/2024	INV	PD		ASSET# 004 - GASKETS
15517-225415 CHECK DATE: 04/12/2024		03/19/2024		0424-2	258109	17.41	17.41	04/12/2024	INV	PD		ASSET # 648 - SERP BEL
15517-225781 CHECK DATE: 04/12/2024		03/21/2024		0424-2	258109	22.09	22.09	04/12/2024	INV	PD		ASSET# 255 - LICENSE L
15517-225846		03/22/2024		0424-2	258109	80.10	80.10	04/12/2024	INV	PD		ASSET# 681 - BLOWER MO

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 04/12/2024												
15517-226140		03/25/2024		0424-2	258109	18.26		18.26	04/12/2024	INV	PD	ASSET# 1E60 - CONVEY M
CHECK DATE: 04/12/2024												
135 TRANZONIC COMPANIES						242.93						
IN03504831		03/12/2024		0424-2	258110	430.46		430.46	03/29/2024	INV	PD	SHOP / TRUCK TOWELS
CHECK DATE: 04/12/2024												
136 CDS OFFICE SYSTEMS, INC												
INV1602793		03/27/2024		0424-2	258111	861.83		861.83	04/03/2024	INV	PD	PW TELEVISIONING DOCK
CHECK DATE: 04/12/2024												
4753 CHICAGO METROPOLITAN AGENCY FOR PLANNING												
2024MUN 080		03/29/2024		0424-2	258112	1,247.36		1,247.36	04/03/2024	INV	PD	FY24 LOCAL CONTRIBUTIO
CHECK DATE: 04/12/2024												
5431 CHICAGO METROPOLITAN FIRE PREVENTION CO.												
IN00428649		02/29/2024		0424-2	258113	1,519.00		1,519.00	04/02/2024	INV	PD	FIRE SPRINKLER SYSTEM
CHECK DATE: 04/12/2024												
6043 CHICAGO PARTS & SOUND LLC												
1-0429094		03/28/2024		0424-2	258114	81.06		81.06	04/01/2024	INV	PD	ASSET # 020 - TUNE UP
CHECK DATE: 04/12/2024												
1076 CINTAS CORPORATION NO 2												
4187087459		03/21/2024		0424-2	258115	59.97		59.97	04/03/2024	INV	PD	MAT SERVICE CIVIC CTR
CHECK DATE: 04/12/2024												
4187345079		03/27/2024		0424-2	258115	117.64		117.64	03/27/2024	INV	PD	JANITORIAL SUPPLY REST
CHECK DATE: 04/12/2024												
4188078395		04/05/2024		0424-2	258115	110.22		110.22	04/05/2024	INV	PD	JANITORIAL SUPPLY REST
CHECK DATE: 04/12/2024												
8406599728		12/31/2023		0424-2	258115	93.64		93.64	03/22/2024	INV	PD	MAT SERVICE PD
CHECK DATE: 04/12/2024												
8406693113		02/29/2024		0424-2	258115	95.14		95.14	03/22/2024	INV	PD	MAT SERVICE PD
CHECK DATE: 04/12/2024												
8406745115		03/31/2024		0424-2	258115	96.64		96.64	04/03/2024	INV	PD	MAT SERVICE PD
CHECK DATE: 04/12/2024												
6831 CLARK BAIRD SMITH LLP/FKA-SGDB LAW FIRM LLP						573.25						
18157		03/31/2024		0424-2	258116	907.50		907.50	04/09/2024	INV	PD	LEGAL SERVICES
CHECK DATE: 04/12/2024												
7273 CMS COMMUNICATIONS, INC.												
2401804-IN		04/03/2024		0424-2	258117	4,410.00		4,410.00	04/09/2024	INV	PD	GEVFC PHONE SYSTEM PRO
CHECK DATE: 04/12/2024												

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
7901 TOM/CORELEI CODAK												
27-223		04/01/2024		0424-2	258118	19.00		19.00	04/09/2024	INV	PD	VEHICLE STICKER REFUND
CHECK DATE: 04/12/2024												
13017 KAREN COLEY												
25-2935		03/24/2024		0424-2	258119	25.00		25.00	04/03/2024	INV	PD	VEHICLE STICKER REFUND
CHECK DATE: 04/12/2024												
13547 COLLEY ELEVATOR CO.												
252835		01/01/2024		0424-2	258120	216.00		216.00	03/22/2024	INV	PD	ELEVATOR MAINT
CHECK DATE: 04/12/2024												
255118		12/29/2023		0424-2	258120	275.00		275.00	03/20/2024	INV	PD	INSPECTION CIVIC CENTE
CHECK DATE: 04/12/2024												
255646		03/01/2024		0424-2	258120	216.00		216.00	03/09/2024	INV	PD	ELEVATOR MAINTENANCE S
CHECK DATE: 04/12/2024												
						707.00						
175 COMMONWEALTH EDISON COMPANY												
5996086157 0224		02/14/2024		0424-2	258121	1,194.24		1,194.24	03/08/2024	INV	PD	VARIOUS, SEE INVOICE
CHECK DATE: 04/12/2024												
6784246000 0324		03/14/2024		0424-2	258122	65.27		65.27	03/22/2024	INV	PD	453 FOREST
CHECK DATE: 04/12/2024												
6610 COMCAST CABLE COMMUNICATIONS, LLC												
196447511		03/01/2024		0424-2	258123	3,491.89		3,491.89	04/09/2024	INV	PD	935466879 0324
CHECK DATE: 04/12/2024												
8771200560545119 424		03/22/2024		0424-2	258124	247.77		247.77	04/03/2024	INV	PD	TV SERVICE PD
CHECK DATE: 04/12/2024												
3525 COMMERCIAL TIRE SERVICE												
2220086350		03/27/2024		0424-2	258125	1,100.00		1,100.00	04/12/2024	INV	PD	ASSET# 610 - TIRE REPL
CHECK DATE: 04/12/2024												
4876 CONSTELLATION NEWENERGY, INC.												
3973718		02/28/2024		0424-2	258126	5,521.85		5,521.85	03/22/2024	INV	PD	BG-316250 0124
CHECK DATE: 04/12/2024												
13591 CONSTRUCTION INC												
277	20230078	04/02/2024		0424-2	258127	56,974.54		56,974.54	04/03/2024	INV	PD	LINKS/RESERVE 22 CLUBH
CHECK DATE: 04/12/2024												
10952 CONSUMERS PACKING COMPANY												
406745		04/05/2024		0424-2	258128	194.36		194.36	04/05/2024	INV	PD	FOOD - RESALE

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 04/12/2024												
406832		04/05/2024		0424-2	258128	1,144.98	1,144.98	04/05/2024	INV	PD		FOOD - RESALE
CHECK DATE: 04/12/2024						1,339.34						
11887 DACRA ADJUDICATION SYSTEMS LLC												
DT 2024-03-011	20240007	03/31/2024		0424-2	258129	1,750.00	1,750.00	03/31/2024	INV	PD		SOFTWARE
CHECK DATE: 04/12/2024												
204 DAILY HERALD												
285506		04/07/2024		0424-2	258130	87.40	87.40	04/12/2024	INV	PD		ANNUAL WEED ORDINANCE
CHECK DATE: 04/12/2024												
279087		02/05/2024		0424-2	258131	121.90	121.90	03/04/2024	INV	PD		24.0006 ESCROW 626 ROG
CHECK DATE: 04/12/2024												
283197		03/18/2024		0424-2	258131	151.80	151.80	03/22/2024	INV	PD		HEARING NOTICE
CHECK DATE: 04/12/2024						273.70						
2230 RICHARD DAVIT												
25-3572		04/01/2024		0424-2	258132	25.00	25.00	04/09/2024	INV	PD		VEHICLE STICKER REFUND
CHECK DATE: 04/12/2024												
9921 DORNER PRODUCTS, INC												
510187		03/19/2024		0424-2	258133	670.88	670.88	04/05/2024	INV	PD		PILOT VALVE REBUILD KI
CHECK DATE: 04/12/2024												
13771 THE DUPAGE COMMUNITY FOUNDATION												
MLK-2024-20		03/14/2024		0424-2	258134	1,000.00	1,000.00	04/03/2024	INV	PD		MLK UNITY FUND SCHOLAR
CHECK DATE: 04/12/2024												
249 DUPAGE COUNTY												
40552281		04/01/2024		0424-2	258135	184.00	184.00	04/03/2024	INV	PD		24.0008, 24.0009
CHECK DATE: 04/12/2024												
5180 DUPAGE COUNTY HEALTH DEPARTMENT												
IN0065871		03/19/2024		0424-2	258136	1,324.00	1,324.00	04/02/2024	INV	PD		ANNUAL FOOD PERMIT FOR
CHECK DATE: 04/12/2024												
13772 NICK DYLLA												
32924		03/29/2024		0424-2	258137	1,086.00	1,086.00	04/03/2024	INV	PD		CURB, GUTTER REPLACE R
CHECK DATE: 04/12/2024												
13729 ELEGANT RESTROOMS, LLC												
3		03/26/2024		0424-2	258138	4,000.00	4,000.00	04/02/2024	INV	PD		PORTABLE RESTROOM TRAI
CHECK DATE: 04/12/2024												

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
4705 ELMHURST MEMORIAL OCC HEALTH SERVICES												
00178134-00		02/29/2024		0424-2	258139	751.00		751.00	03/22/2024	INV	PD	SCREENINGS FEB 2024
CHECK DATE: 04/12/2024												
283 ENGINEERING RESOURCE ASSOC INC												
W22207A0.08		03/12/2024		0424-2	258140	211.48		211.48	03/22/2024	INV	PD	PROF SERVICES
CHECK DATE: 04/12/2024												
12286 ROB & KELSEY ESPOSITO												
26095		01/02/2024		0424-2	258141	2,325.00		2,325.00	01/05/2024	INV	PD	261 FOREST AVE: REFUND
CHECK DATE: 04/12/2024												
291 EUCLID BEVERAGE, LLC												
W-3908116		04/05/2024		0424-2	258142	617.30		617.30	04/05/2024	INV	PD	BEVERAGE FOR RESALE
CHECK DATE: 04/12/2024												
11334 EURO USA MIDWEST LLC												
751584-00		04/05/2024		0424-2	258143	545.27		545.27	04/05/2024	INV	PD	FOOD - RESALE
CHECK DATE: 04/12/2024												
13745 RACHEL FORD												
02272024		02/27/2024		0424-2	258144	369.94		369.94	03/17/2024	INV	PD	VEHICLE STICKER #1118
CHECK DATE: 04/12/2024												
13003 FOX VALLEY FIRE & SAFETY CO.												
IN00668679		03/07/2024		0424-2	258145	135.00		135.00	03/22/2024	INV	PD	QTRLY FIRE ALARM MONIT
CHECK DATE: 04/12/2024												
IN00669645		03/08/2024		0424-2	258145	3,945.14		3,945.14	03/22/2024	INV	PD	FIRE SPRINKLER REPAIR
CHECK DATE: 04/12/2024												
						4,080.14						
13652 GLEN ELLYN AMERICAN LEGION, POST 3												
03062024		03/06/2024		0424-2	258146	5,000.00		5,000.00	03/18/2024	INV	PD	SPONSORSHIP OF VIETNAM
CHECK DATE: 04/12/2024												
348 GLEN ELLYN CHAMBER OF COMMERCE												
22249		03/04/2024		0424-2	258147	600.00		600.00	03/20/2024	INV	PD	COMMUNITY AWARDS DINNE
CHECK DATE: 04/12/2024												
922 VILLAGE OF GLEN ELLYN												
20240207		03/25/2024		0424-2	258148	140.00		140.00	04/03/2024	INV	PD	PERMIT APEX GARAGE
CHECK DATE: 04/12/2024												
13785 GERALD/AMANDA GOLDEN												

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
26250		04/01/2024		0424-2	258149	1,395.00	1,395.00	04/09/2024	INV	PD		TRANSFER TAX REFUND 84
CHECK DATE: 04/12/2024												
13786 ALEXIS GORDON												
20018476		04/01/2024		0424-2	258150	15.00	15.00	04/09/2024	INV	PD		PARKING TICKET REFUND
CHECK DATE: 04/12/2024												
368 GRACE LUTHERAN CHURCH												
GRACE-147		04/03/2024		0424-2	258151	360.00	360.00	04/03/2024	INV	PD		CUSTODIAL/TELECOM
CHECK DATE: 04/12/2024												
929 W.W. GRAINGER INC												
9021139374		02/15/2024		0424-2	258152	1,531.25	1,531.25	03/09/2024	INV	PD		DRINKING FOUNTAIN WITH
CHECK DATE: 04/12/2024												
9031323075		02/23/2024		0424-2	258152	181.83	181.83	03/09/2024	INV	PD		DOOR CLOSER
CHECK DATE: 04/12/2024												
9033523748		02/27/2024		0424-2	258152	3,062.50	3,062.50	03/09/2024	INV	PD		DRINKING FOUNTAIN WITH
CHECK DATE: 04/12/2024												
9041550899		03/05/2024		0424-2	258152	1,531.25	1,531.25	03/22/2024	INV	PD		DRINKING FOUNTAIN
CHECK DATE: 04/12/2024												
5049 GROOT INDUSTRIES INC.						6,306.83						
12258691T107		04/01/2024		0424-2	258153	680.70	680.70	04/01/2024	INV	PD		TRASH SERVICE
CHECK DATE: 04/12/2024												
12259033T107		04/01/2024		0424-2	258153	139,230.82	139,230.82	04/03/2024	INV	PD		SOLID WASTE JAN 24
CHECK DATE: 04/12/2024												
12677 GUARDIAN ALLIANCE TECHNOLOGIES, INC.						139,911.52						
23231		03/31/2024		0424-2	258154	40.00	40.00	04/30/2024	INV	PD		SOCIAL MEDIA SCREENING
CHECK DATE: 04/12/2024												
2081 HAMPTON, LENZINI AND RENWICK, INC.												
20240536	20230065	03/06/2024		0424-2	258155	11,986.25	11,986.25	04/01/2024	INV	PD		YEAR 1 OF 3 ENGINEERIN
CHECK DATE: 04/12/2024												
000020240063		01/05/2024		0424-2	258156	65.00	65.00	04/03/2024	INV	PD		REVIEW
CHECK DATE: 04/12/2024												
000020240063-1	20230065	01/05/2024		0424-2	258156	187.50	187.50	04/03/2024	INV	PD		YEAR 1 OF 3 ENGINEERIN
CHECK DATE: 04/12/2024												
000020240063-2		01/05/2024		0424-2	258156	325.00	325.00	04/03/2024	INV	PD		16.0005 595 AHLSTRAND
CHECK DATE: 04/12/2024												
000020240527		03/05/2024		0424-2	258156	2,435.00	2,435.00	03/22/2024	INV	PD		PROFESSIONAL SERVICES
CHECK DATE: 04/12/2024												
20240063.2		01/05/2024		0424-2	258156	65.00	65.00	03/18/2024	INV	PD		BEMIS
CHECK DATE: 04/12/2024												
20240063.3		01/05/2024		0424-2	258156	325.00	325.00	03/18/2024	INV	PD		16.0005 ESCROW 1595 AH

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 04/12/2024												
20240536-1		03/06/2024		0424-2	258156	740.00	740.00	03/25/2024	INV	PD		24.0002,0003,0007,0008
CHECK DATE: 04/12/2024												
8514 MEREDITH A HANNAH						4,142.50						
03042024		03/04/2024		0424-2	258157	50.00	50.00	03/09/2024	INV	PD		BROKER LUNCH AT MAIZE
CHECK DATE: 04/12/2024												
12682 HARDING CUSTOM HOMES												
20202730		02/14/2024		0424-2	258158	3,000.00	3,000.00	03/09/2024	INV	PD		138 S RT 53 RESTORATIO
CHECK DATE: 04/12/2024												
2324 HARRIS MOTOR SPORTS, INC.												
02-365673		03/29/2024		0424-2	258159	2,501.66	2,501.66	04/02/2024	INV	PD		YAMATRACK GPS
CHECK DATE: 04/12/2024												
5380 L & R MORAN, INC												
76246		02/29/2024		0424-2	258160	2,178.29	2,178.29	03/25/2024	INV	PD		BACKGROUND VERIFICATIO
CHECK DATE: 04/12/2024												
5988 HR SIMPLIFIED												
82225		03/11/2024		0424-2	258161	210.01	210.01	04/25/2024	INV	PD		COBRA - FLEX NOTIFICTI
CHECK DATE: 04/12/2024												
13779 ILLINOIS LOCAL GOVT LAWYERS ASSOCIATION												
2024-013		03/18/2024		0424-2	258162	50.00	50.00	04/09/2024	INV	PD		JOB AD
CHECK DATE: 04/12/2024												
7586 ILLINOIS DEVELOPMENT COUNCIL												
1085		12/13/2023		0424-2	258163	250.00	250.00	03/09/2024	INV	PD		MEMBERSHIP RENEWAL - T
CHECK DATE: 04/12/2024												
11283 IMAGING ESSENTIALS INC.												
SINV106165		02/29/2024		0424-2	258164	451.55	451.55	03/20/2024	INV	PD		CD PLOTTER INK
CHECK DATE: 04/12/2024												
SINV106167		02/29/2024		0424-2	258164	90.00	90.00	03/20/2024	INV	PD		CD PLOTTER PAPER
CHECK DATE: 04/12/2024												
12230 IMPACT PROMOTIONS						541.55						
181		04/05/2024		0424-2	258165	357.50	357.50	04/05/2024	INV	PD		UNIFORMS
CHECK DATE: 04/12/2024												
9151 ITOUCH BIOMETRICS, LLC												

VILLAGE OF GLEN ELLYN



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INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
6704		04/01/2024		0424-2	258166	3,050.00	3,050.00	06/24/2024	INV	PD		YEARLY SOFTWARE MAINTENANCE
CHECK DATE: 04/12/2024												
9000 B2B COMPUTER PRODUCTS LLC												
01487568		03/25/2024		0424-2	258167	159.14	159.14	04/03/2024	INV	PD		DOCKING STATION
CHECK DATE: 04/12/2024												
9078 TYCO FIRE & SECURITY MANAGEMENT, INC												
39975742		03/26/2024		0424-2	258168	1,072.92	1,072.92	04/02/2024	INV	PD		CLUBHOUSE ALARM KEYPAD
CHECK DATE: 04/12/2024												
13689 KLEIN, THORPE AND JENKINS, LTD												
240280		03/19/2024		0424-2	258169	391.00	391.00	04/03/2024	INV	PD		FRANZ EMPLOYMENT AGREE
CHECK DATE: 04/12/2024												
612 KONICA MINOLTA BUSINESS SOLUTIONS INC												
80682585		08/17/2023		0424-2	258170	215.25	215.25	04/03/2024	INV	PD		SENIOR CENTER COPIER
CHECK DATE: 04/12/2024												
80961743		09/18/2023		0424-2	258170	205.00	205.00	04/03/2024	INV	PD		SENIOR CENTER COPIER
CHECK DATE: 04/12/2024												
81392224		11/17/2023		0424-2	258170	215.25	215.25	04/03/2024	INV	PD		SENIOR CENTER COPIER
CHECK DATE: 04/12/2024												
81611429		12/18/2023		0424-2	258170	203.00	203.00	04/03/2024	INV	PD		SENIOR CENTER COPIER
CHECK DATE: 04/12/2024												
82013212		02/16/2024		0424-2	258170	213.15	213.15	04/03/2024	INV	PD		SENIOR CENTER COPIER
CHECK DATE: 04/12/2024												
82217713		03/18/2024		0424-2	258170	213.15	213.15	04/03/2024	INV	PD		SENIOR CENTER COPIER
CHECK DATE: 04/12/2024												
9266 LAUTERBACH & AMEN, LLP					1,264.80							
89006	20240028	03/31/2024		0424-2	258171	18,000.00	18,000.00	04/03/2024	INV	PD		YR 2 AUDIT SERVICES
CHECK DATE: 04/12/2024												
546 LEN'S ACE HARDWARE, INC.												
113384/3		03/06/2024		0424-2	258172	8.99	8.99	04/03/2024	INV	PD		COVER FOR OLD EXHAUST
CHECK DATE: 04/12/2024												
113591/3		03/25/2024		0424-2	258172	17.55	17.55	04/03/2024	INV	PD		GREENHOUSE KEYS FOR KI
CHECK DATE: 04/12/2024												
113614/3		03/26/2024		0424-2	258172	21.53	21.53	04/05/2024	INV	PD		KEYS
CHECK DATE: 04/12/2024												
113625/3		03/27/2024		0424-2	258172	17.98	17.98	04/03/2024	INV	PD		ANT BAIT FOR MAINTENANCE
CHECK DATE: 04/12/2024												
113638/3		03/28/2024		0424-2	258172	43.18	43.18	04/05/2024	INV	PD		OPERATING SUPPLIES
CHECK DATE: 04/12/2024												
113665/3		04/01/2024		0424-2	258172	12.57	12.57	04/03/2024	INV	PD		RECEPTICLES FOR MAINT
CHECK DATE: 04/12/2024												

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VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
595 MENARDS, INC.						121.80						
27723		01/22/2024		0424-2	258173	14.41	14.41	03/29/2024	INV	PD		SHOP SUPPLIES
CHECK DATE:	04/12/2024											
31345		03/26/2024		0424-2	258173	8.76	8.76	04/12/2024	INV	PD		GREAT STUFF EXPANDING
CHECK DATE:	04/12/2024											
31473		03/28/2024		0424-2	258173	218.56	218.56	04/12/2024	INV	PD		MAILBOX REPAIR PARKING
CHECK DATE:	04/12/2024											
31521		03/29/2024		0424-2	258173	-55.96	-55.96	03/29/2024	CRM	PD		MAILBOX SUPPLIES RETUR
CHECK DATE:	04/12/2024											
31523		03/29/2024		0424-2	258173	205.19	205.19	03/29/2024	INV	PD		MAILBOX REPAIR PARTS &
CHECK DATE:	04/12/2024											
						390.96						
596 METRO PARAMEDIC SERVICES, INC.												
23-479569 .02		01/18/2024		0424-2	258174	5,995.99	5,995.99	02/13/2024	INV	PD		MIS CHARGE AMOUNT FROM
CHECK DATE:	04/12/2024											
11786 METROPOLITAN EMERGENCY RESPONSE & INVESTIGATIONS												
2024/2025 DUES		03/15/2024		0424-2	258175	6,500.00	6,500.00	03/22/2024	INV	PD		2024/2025 DUES
CHECK DATE:	04/12/2024											
13474 MIDWEST MECHANICAL GROUP LLC												
112146039		11/08/2023		0424-2	258176	1,187.30	1,187.30	04/03/2024	INV	PD		SERVICE CALL PW
CHECK DATE:	04/12/2024											
112147647		11/15/2023		0424-2	258176	1,358.00	1,358.00	04/03/2024	INV	PD		SERVICE CALL PD
CHECK DATE:	04/12/2024											
112150405		01/18/2024		0424-2	258176	438.00	438.00	04/03/2024	INV	PD		SERVICE CALL PW
CHECK DATE:	04/12/2024											
						2,983.30						
13755 MINT GREEN GROUP USA INC												
INV460128		03/20/2024		0424-2	258177	41.50	41.50	04/02/2024	INV	PD		MERCHANDISE FOR RESALE
CHECK DATE:	04/12/2024											
INV462791		03/25/2024		0424-2	258177	494.40	494.40	04/02/2024	INV	PD		MERCHANDISE FOR RESALE
CHECK DATE:	04/12/2024											
INV466789		03/29/2024		0424-2	258177	1,074.39	1,074.39	04/02/2024	INV	PD		MERCHANDISE FOR RESALE
CHECK DATE:	04/12/2024											
INV466896		03/29/2024		0424-2	258177	330.00	330.00	04/02/2024	INV	PD		MERCHANDISE FOR RESALE
CHECK DATE:	04/12/2024											
						1,940.29						
13109 MIGUEL MIRANDA												
40324		03/31/2024		0424-2	258178	449.80	449.80	04/03/2024	INV	PD		UNIFORM REIMBURSEMENT
CHECK DATE:	04/12/2024											
13257 MITSOGO INC.												

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
C35BE12NOU		12/07/2023		0424-2	258179	2,332.80		2,332.80	12/13/2023	INV	PD	ANNUAL SUBSCRIPTION FE
CHECK DATE: 04/12/2024												
12640 JOSEPH MOLA												
40124		04/04/2024		0424-2	258180	119.97		119.97	04/09/2024	INV	PD	UNIFORM REIMBURSEMENT
CHECK DATE: 04/12/2024												
8205 MUNICIPAL GIS PARTNERS, INC												
7275	20240015	02/29/2024		0424-2	258181	13,423.90		13,423.90	04/01/2024	INV	PD	YR 2 OF 3 GIS SERVICES
CHECK DATE: 04/12/2024												
7276	20240015	03/31/2024		0424-2	258181	13,423.90		13,423.90	04/03/2024	INV	PD	YR 2 OF 3 GIS SERVICES
CHECK DATE: 04/12/2024												
						26,847.80						
5841 GENUINE PARTS CO-NAPA												
737923		03/07/2024		0424-2	258182	154.36		154.36	04/12/2024	INV	PD	INVENTORY FILTERS
CHECK DATE: 04/12/2024												
738177		03/08/2024		0424-2	258182	234.99		234.99	04/12/2024	INV	PD	ASSET# 026 - CV JOINT
CHECK DATE: 04/12/2024												
738705		03/13/2024		0424-2	258182	54.03		54.03	04/12/2024	INV	PD	INVENTORY FILTERS
CHECK DATE: 04/12/2024												
738723		03/13/2024		0424-2	258182	22.46		22.46	04/12/2024	INV	PD	ASSET# 643 - FILTER BA
CHECK DATE: 04/12/2024												
738738		03/13/2024		0424-2	258182	11.78		11.78	04/12/2024	INV	PD	ASSET# 643 - FILTER
CHECK DATE: 04/12/2024												
739502		03/19/2024		0424-2	258182	115.69		115.69	04/12/2024	INV	PD	INVENTORY FILTERS
CHECK DATE: 04/12/2024												
739694		03/20/2024		0424-2	258182	5.99		5.99	04/12/2024	INV	PD	INVENTORY FILTER
CHECK DATE: 04/12/2024												
739985		03/22/2024		0424-2	258182	30.96		30.96	04/12/2024	INV	PD	ASSET# 255 - BU - LIGH
CHECK DATE: 04/12/2024												
740412		03/26/2024		0424-2	258182	17.71		17.71	04/12/2024	INV	PD	ASSET#520 - FILTERS
CHECK DATE: 04/12/2024												
740509		03/27/2024		0424-2	258182	101.64		101.64	04/12/2024	INV	PD	INVENTORY - FILTERS
CHECK DATE: 04/12/2024												
740626		03/28/2024		0424-2	258182	16.80		16.80	04/12/2024	INV	PD	ASSET 520 - FILTERS
CHECK DATE: 04/12/2024												
740650		03/28/2024		0424-2	258182	20.01		20.01	04/12/2024	INV	PD	INVENTORY - FILTERS
CHECK DATE: 04/12/2024												
						786.42						
635 NATIONAL ELEVATOR INSPECTION SVCS INC												
RI 24004757		02/20/2024		0424-2	258183	182.00		182.00	03/20/2024	INV	PD	INSPECTION
CHECK DATE: 04/12/2024												
RI 24006008		03/04/2024		0424-2	258183	130.00		130.00	04/03/2024	INV	PD	INSPECTIONS
CHECK DATE: 04/12/2024												
RI 24006255		03/05/2024		0424-2	258183	130.00		130.00	04/03/2024	INV	PD	INSPECTIONS
CHECK DATE: 04/12/2024												
RI 24006257		03/05/2024		0424-2	258183	130.00		130.00	04/03/2024	INV	PD	INSPECTIONS
CHECK DATE: 04/12/2024												
RI 24007648		03/20/2024		0424-2	258183	65.00		65.00	04/03/2024	INV	PD	INSPECTION

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE	DESCRIPTION
CHECK DATE: 04/12/2024													
651 NORTHERN ILLINOIS GAS COMPANY						637.00							
87568078973	0324	03/08/2024		0424-2	258184	42.05		42.05	03/25/2024	INV	PD	453	FOREST
CHECK DATE: 04/12/2024													
5279 O'LEARY'S CONTRACTORS EQUIP & SUP, INC													
497689		03/15/2024		0424-2	258185	12,725.00		12,725.00	03/29/2024	INV	PD	SCISSOR	LIFT
CHECK DATE: 04/12/2024													
670 DAVID B COULTER													
24-017		02/02/2024		0424-2	258186	174.38		174.38	04/05/2024	INV	PD	PW TREE	PRESERVATION S
CHECK DATE: 04/12/2024													
13725 VETERINARIAN PARTNERS OF ILLINOIS, PC													
132472		03/14/2024		0424-2	258187	315.00		315.00	04/14/2024	INV	PD	POLICE K9	BOARDING
CHECK DATE: 04/12/2024													
7166 PERMA-SEAL BASEMENT SYSTEMS													
20230593		02/02/2024		0424-2	258188	1,000.00		1,000.00	03/09/2024	INV	PD	674 DUANE ST:	RESTORAT
CHECK DATE: 04/12/2024													
10823 PEST MANAGEMENT SERVICES, INC													
45215		02/29/2024		0424-2	258189	396.31		396.31	03/26/2024	INV	PD	PEST	CONTROL
CHECK DATE: 04/12/2024													
6994 PITNEY BOWES, INC													
1024959913		03/11/2024		0424-2	258190	132.79		132.79	04/03/2024	INV	PD	POSTAGE MACHINE	INK
CHECK DATE: 04/12/2024													
1024959914		03/11/2024		0424-2	258190	132.79		132.79	04/03/2024	INV	PD	POSTAGE MACHINE	INK
CHECK DATE: 04/12/2024													
1024980145		03/12/2024		0424-2	258190	132.79		132.79	04/03/2024	INV	PD	POSTAGE MACHINE	INK
CHECK DATE: 04/12/2024													
1025011113		03/18/2024		0424-2	258190	74.69		74.69	04/03/2024	INV	PD	POSTAGE SUPPLIES	CC
CHECK DATE: 04/12/2024													
1025016668		03/19/2024		0424-2	258190	38.16		38.16	04/03/2024	INV	PD	INK PAD	REPLACEMENT
CHECK DATE: 04/12/2024													
						511.22							
13401 PONTIFEX CONSULTING GROUP													
2023-11-30-1	20230048	11/30/2023		0424-2	258191	5,000.00		5,000.00	04/01/2024	INV	PD	CLASSIFICATION &	COMPE
CHECK DATE: 04/12/2024													
8346 PREMIERE LANDSCAPE CONTRACTORS, INC													
20211238		01/02/2024		0424-2	258192	12,760.00		12,760.00	03/09/2024	INV	PD	690 OAK ST:	RESTORATIO

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 04/12/2024												
5678 PRIORITY PRODUCTS, INC												
1001812		04/02/2024		0424-2	258193	175.26		175.26	04/12/2024	INV	PD	MISC. HARDWARE
CHECK DATE: 04/12/2024												
3945 DRELLISHAK & DRELLISHAK INC.												
INV3135		02/15/2024		0424-2	258194	392.80		392.80	03/16/2024	INV	PD	ASP TALON BATON
CHECK DATE: 04/12/2024												
11314 R&M SPECIALTIES, LTD												
77548		03/19/2024		0424-2	258195	104.00		104.00	04/03/2024	INV	PD	POLO SHIRTS
CHECK DATE: 04/12/2024												
737 RAILROAD MANAGEMENT CO., LLC												
501721		03/26/2024		0424-2	258196	657.79		657.79	04/12/2024	INV	PD	LICENSE FEE
CHECK DATE: 04/12/2024												
9750 RAPID TRANSPORT TOWING, INC												
5065		03/29/2024		0424-2	258197	440.00		440.00	04/29/2024	INV	PD	HYUNDAI SANTA FE
CHECK DATE: 04/12/2024												
13752 NATHAN & JACLYN REEVES												
20230429		03/05/2024		0424-2	258198	1,000.00		1,000.00	03/09/2024	INV	PD	313 LINDEN ST: RESTORA
CHECK DATE: 04/12/2024												
3287 REHRIG PACIFIC COMPANY												
50381645		04/04/2024		0424-2	258199	20,927.50		20,927.50	04/09/2024	INV	PD	REFUSE CARTS
CHECK DATE: 04/12/2024												
12740 REVELS TURF AND TRACTOR, LLC												
297177		03/27/2024		0424-2	258200	503.60		503.60	04/03/2024	INV	PD	ROLLER BEARINGS FWY 10
CHECK DATE: 04/12/2024												
13718 RINGCENTRAL, INC.												
CD_000779257		03/23/2024		0424-2	258201	1,057.59		1,057.59	04/03/2024	INV	PD	GEVFC PHONE SERVICE
CHECK DATE: 04/12/2024												
8894 RUSSO HARDWARE, INC												
SPI20573428		04/04/2024		0424-2	258202	233.73		233.73	04/12/2024	INV	PD	SHOVEL, WEED WHIP HEAD
CHECK DATE: 04/12/2024												
13765 MICHAEL SABATINO												
32224		03/22/2024		0424-2	258203	535.00		535.00	04/03/2024	INV	PD	GOLF REFUND

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 04/12/2024												
9718 SEBIS DIRECT INC												
87417		03/07/2024		0424-2	258204	917.19		917.19	04/06/2024	INV	PD	UTILITY BILLS FEB '24
CHECK DATE: 04/12/2024												
9984 SECOND CHANCE CARDIAC SOLUTIONS, INC												
24-002-3950		02/29/2024		0424-2	258205	1,457.75		1,457.75	03/20/2024	INV	PD	AED EQUIPMENT, SUPPLIE
CHECK DATE: 04/12/2024												
141 SENTRY SECURITY												
327617		03/01/2024		0424-2	258206	235.86		235.86	03/26/2024	INV	PD	QTRL ALARM SERVICES
CHECK DATE: 04/12/2024												
11768 SHI INTERNATIONAL												
B18085120		03/18/2024		0424-2	258207	441.00		441.00	04/03/2024	INV	PD	SERVICE DESK LICENSE I
CHECK DATE: 04/12/2024												
795 SIKICH LLP												
48221		03/29/2024		0424-2	258208	5,500.00		5,500.00	04/03/2024	INV	PD	2ND PROGRESS BILL FIRE
CHECK DATE: 04/12/2024												
12512 SOUTHEAST LINEN ASSOCIATES, INC.												
1332303		03/27/2024		0424-2	258209	491.93		491.93	03/27/2024	INV	PD	LINEN SERVICE
CHECK DATE: 04/12/2024												
1333919		04/05/2024		0424-2	258209	491.93		491.93	04/05/2024	INV	PD	LINEN SERVICE
CHECK DATE: 04/12/2024												
					983.86							
10181 SOUTHERN GLAZER'S WINE AND SPIRITS, LLC												
1211147		03/27/2024		0424-2	258210	2,494.60		2,494.60	03/27/2024	INV	PD	BEVERAGE FOR RESALE
CHECK DATE: 04/12/2024												
1230941		04/05/2024		0424-2	258210	477.42		477.42	04/05/2024	INV	PD	BEVERAGE FOR RESALE
CHECK DATE: 04/12/2024												
					2,972.02							
3153 JOHN SPARAGNA												
32324		04/04/2024		0424-2	258211	44.40		44.40	04/09/2024	INV	PD	UNIFORM REIMBURSEMENT
CHECK DATE: 04/12/2024												
2687 STAPLES CONTRACT & COMMERCIAL, INC.												
3559568599		02/14/2024		0424-2	258212	93.18		93.18	03/20/2024	INV	PD	CUSTODIAL SUPPLIES
CHECK DATE: 04/12/2024												
3561101313		03/02/2024		0424-2	258212	266.97		266.97	03/26/2024	INV	PD	SUPPLIES
CHECK DATE: 04/12/2024												
3561570041		03/08/2024		0424-2	258212	224.00		224.00	04/03/2024	INV	PD	CUSTODIAL SUPPLIES

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 04/12/2024												
3561665982		03/09/2024		0424-2	258212	120.38	120.38	04/03/2024	INV	PD		CUSTODIAL SUPPLIES
CHECK DATE: 04/12/2024												
3562143691		03/16/2024		0424-2	258212	309.71	309.71	04/03/2024	INV	PD		CUSTODIAL SUPPLIES
CHECK DATE: 04/12/2024												
826 SUBURBAN DOOR CHECK & LOCK SERVICE INC						1,014.24						
IN567679		02/29/2024		0424-2	258213	63.16	63.16	03/26/2024	INV	PD		PUSH PLATES
CHECK DATE: 04/12/2024												
827 SUBURBAN DRIVE LINE, INC.												
69524		04/02/2024		0424-2	258214	45.00	45.00	04/12/2024	INV	PD		ASSET# 229 - SAFETY LA
CHECK DATE: 04/12/2024												
11226 SUN DATA SUPPLY, INC												
INV0257073-1		07/07/2023		0424-2	258215	22.75	22.75	04/03/2024	INV	PD		TONER
CHECK DATE: 04/12/2024												
INV0272214		03/12/2024		0424-2	258215	72.25	72.25	04/03/2024	INV	PD		TONER
CHECK DATE: 04/12/2024												
835 SUPERIOR BEVERAGE CO.						95.00						
637378		04/05/2024		0424-2	258216	122.70	122.70	04/05/2024	INV	PD		BEVERAGE FOR RESALE
CHECK DATE: 04/12/2024												
844 SYSCO FOOD SERV - CHICAGO, INC												
724249536		04/05/2024		0424-2	258217	1,691.75	1,691.75	04/05/2024	INV	PD		food - resale, na bev.
CHECK DATE: 04/12/2024												
13766 STEVE SZYMANSKI												
32224		03/22/2024		0424-2	258218	525.00	525.00	04/03/2024	INV	PD		GOLF REFUND
CHECK DATE: 04/12/2024												
8733 T-MOBILE USA												
9563733425		03/26/2024		0424-2	258219	25.00	25.00	04/26/2024	INV	PD		TIMING ADVANCE
CHECK DATE: 04/12/2024												
854 TERRACE SUPPLY COMPANY												
0001057450		03/31/2024		0424-2	258220	4.65	4.65	04/01/2024	INV	PD		OXYGEN ACETYLENE TANK
CHECK DATE: 04/12/2024												
10558 TESTA PRODUCE, INC												
05677715		04/01/2024		0424-2	258221	201.55	201.55	04/01/2024	INV	PD		FOOD - RESALE
CHECK DATE: 04/12/2024												
05678440		04/02/2024		0424-2	258221	203.75	203.75	04/02/2024	INV	PD		FOOD - RESALE

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 04/12/2024												
05679919		04/04/2024		0424-2	258221	29.50		29.50	04/04/2024	INV	PD	FOOD - RESALE
CHECK DATE: 04/12/2024												
05680579		04/05/2024		0424-2	258221	218.35		218.35	04/05/2024	INV	PD	FOOD - RESALE
CHECK DATE: 04/12/2024												
13758 THE JOY BAR LLC						653.15						
032124		03/21/2024		0424-2	258222	4,500.00		4,500.00	03/21/2024	INV	PD	CONSTRUCTION IMPACT GR
CHECK DATE: 04/12/2024												
12262 THELEN MATERIALS												
433024		03/31/2024		0424-2	258223	5,118.03		5,118.03	04/03/2024	INV	PD	5 LOADS OF BUNKER SAND
CHECK DATE: 04/12/2024												
433025		03/31/2024		0424-2	258223	3,315.83		3,315.83	04/03/2024	INV	PD	BUNKER SAND
CHECK DATE: 04/12/2024												
433026		03/31/2024		0424-2	258223	448.15		448.15	04/03/2024	INV	PD	BUNKER SAND - FREIGHT
CHECK DATE: 04/12/2024												
865 ACUSHNET COMPANY						8,882.01						
917505202		03/19/2024		0424-2	258224	357.23		357.23	04/02/2024	INV	PD	MERCHANDISE FOR RESALE
CHECK DATE: 04/12/2024												
917525240		03/20/2024		0424-2	258224	1,154.97		1,154.97	04/02/2024	INV	PD	MERCHANDISE FOR RESALE
CHECK DATE: 04/12/2024												
917543747		03/21/2024		0424-2	258224	161.70		161.70	04/02/2024	INV	PD	MERCHANDISE FOR RESALE
CHECK DATE: 04/12/2024												
917573952		03/25/2024		0424-2	258224	58.80		58.80	04/02/2024	INV	PD	MERCHANDISE FOR RESALE
CHECK DATE: 04/12/2024												
917664845		04/05/2024		0424-2	258224	389.39		389.39	04/05/2024	INV	PD	UNIFORMS
CHECK DATE: 04/12/2024												
10526 WILLIAM TODHUNTER						2,122.09						
32224		03/22/2024		0424-2	258225	525.00		525.00	04/03/2024	INV	PD	GOLF REFUND
CHECK DATE: 04/12/2024												
870 TOUR EDGE GOLF MFG INC												
IN-01688272		03/20/2024		0424-2	258226	548.72		548.72	04/02/2024	INV	PD	REPLACEMENT CLUBS FOR
CHECK DATE: 04/12/2024												
IN-01689546		03/27/2024		0424-2	258226	1,900.16		1,900.16	04/02/2024	INV	PD	MERCHANDISE FOR RESALE
CHECK DATE: 04/12/2024												
10477 TPI BUILDING CODE CONSULTANTS, INC						2,448.88						
202402		03/11/2024		0424-2	258227	9,950.46		9,950.46	03/26/2024	INV	PD	FEBRUARY REVIEW, INSPE
CHECK DATE: 04/12/2024												
658 PATSON, INC												

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
X101476176:01		03/26/2024		0424-2	258228	825.36	825.36	04/12/2024	INV	PD		ASSET# 250 - SWAY BAR
CHECK DATE:	04/12/2024											
X101483227:01		03/29/2024		0424-2	258228	-45.54	-45.54	03/29/2024	CRM	PD		RETURN W/ RESTOCKING F
CHECK DATE:	04/12/2024											
						779.82						
10019 TRANSUNION RISK AND ALTERNATIVE												
258788-202403-1		03/31/2024		0424-2	258229	217.00	217.00	04/30/2024	INV	PD		MONTHLY SERVICE 258788
CHECK DATE:	04/12/2024											
13002 TRI-R SYSTEMS INCORPORATED												
006012		03/21/2024		0424-2	258230	3,570.00	3,570.00	03/21/2024	INV	PD		NEW SCADA COMPUTERS
CHECK DATE:	04/12/2024											
006013		03/21/2024		0424-2	258230	1,870.00	1,870.00	04/05/2024	INV	PD		RE-WIRE WILSON LOW LEV
CHECK DATE:	04/12/2024											
						5,440.00						
10577 CAMPAGNA-TURANO BAKERY, INC												
130021631		04/02/2024		0424-2	258231	50.88	50.88	04/02/2024	INV	PD		FOOD - RESALE
CHECK DATE:	04/12/2024											
130021735		04/05/2024		0424-2	258231	25.44	25.44	04/05/2024	INV	PD		FOOD - RESALE
CHECK DATE:	04/12/2024											
130021778		04/06/2024		0424-2	258231	50.73	50.73	04/06/2024	INV	PD		FOOD - RESALE
CHECK DATE:	04/12/2024											
						127.05						
13697 TVG-MGT HOLDINGS LP												
MGT35396		03/13/2024		0424-2	258232	10,458.70	10,458.70	04/03/2024	INV	PD		TEMPORARY STAFF COM DE
CHECK DATE:	04/12/2024											
MGT35426		03/13/2024		0424-2	258232	4,046.00	4,046.00	03/22/2024	INV	PD		TEMPORARY STAFF
CHECK DATE:	04/12/2024											
MGT35464		03/28/2024		0424-2	258232	7,943.25	7,943.25	04/03/2024	INV	PD		TEMPORARY STAFF FINANC
CHECK DATE:	04/12/2024											
						22,447.95						
9689 U.S. FIRE & SAFETY EQUIPMENT CO												
520525		03/11/2024		0424-2	258233	300.94	300.94	03/26/2024	INV	PD		KITCHEN FIRE SEMI ANNU
CHECK DATE:	04/12/2024											
9216 ULINE, INC												
176090636		03/26/2024		0424-2	258234	1,576.41	1,576.41	04/10/2024	INV	PD		PATIO TABLE BASES
CHECK DATE:	04/12/2024											
CM 176347722		04/01/2024		0424-2	258234	-1,500.00	-1,500.00	04/01/2024	CRM	PD		RETURN PATIO TABLE BAS
CHECK DATE:	04/12/2024											
						76.41						
11819 UNIFIRST CORPORATION												

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
1190101432		02/14/2024		0424-2	258235	74.47		74.47	03/29/2024	INV	PD	MAT & TOWEL SERVICE
CHECK DATE: 04/12/2024												
884 U.S. FOODSERVICE, INC.												
1068579		04/01/2024		0424-2	258236	1,602.72		1,602.72	04/01/2024	INV	PD	FOOD - RESALE, NA BEV.
CHECK DATE: 04/12/2024												
1204188		04/04/2024		0424-2	258236	1,410.13		1,410.13	04/04/2024	INV	PD	FOOD - RESALE, NA BEV.
CHECK DATE: 04/12/2024												
2998617		04/02/2024		0424-2	258236	-351.40		-351.40	04/02/2024	CRM	PD	FOOD - RESALE
CHECK DATE: 04/12/2024												
						2,661.45						
13612 UTILITY TRANSPORT SERVICE, INC												
INV-073687	20240001	03/21/2024		0424-2	258237	2,909.50		2,909.50	04/05/2024	INV	PD	MATERIAL HAULING
CHECK DATE: 04/12/2024												
909 V3 COMPANIES OF ILLINOIS, LTD												
1223719	20230055	01/12/2024		0424-2	258238	7,986.65		7,986.65	04/12/2024	INV	PD	ENGINEERING SVCS UTILI
CHECK DATE: 04/12/2024												
915 VERIZON WIRELESS SERVICES LLC												
9958104504		03/01/2024		0424-2	258239	3,204.26		3,204.26	03/20/2024	INV	PD	887125807-00001 0324
CHECK DATE: 04/12/2024												
9954398408		01/16/2024		0424-2	258240	756.21		756.21	04/03/2024	INV	PD	PD PHONES
CHECK DATE: 04/12/2024												
1876 VIPOE, INC												
79170		03/19/2024		0424-2	258241	248.00		248.00	04/03/2024	INV	PD	OFFICE FURNITURE
CHECK DATE: 04/12/2024												
921 VILLAGE LINKS RESERVE 22												
8000085		03/13/2024		0424-2	258242	900.00		900.00	04/03/2024	INV	PD	CATERING RELIGIOUS LEA
CHECK DATE: 04/12/2024												
E-000041		03/21/2024		0424-2	258242	768.00		768.00	04/03/2024	INV	PD	CATERING SUPERVISOR TR
CHECK DATE: 04/12/2024												
						1,668.00						
7500 C2 PUBLISHING INC												
14720		03/01/2024		0424-2	258243	1,150.00		1,150.00	03/20/2024	INV	PD	ADVERTISING
CHECK DATE: 04/12/2024												
13767 BRADLEY WYSOCKI												
32224		03/22/2024		0424-2	258244	525.00		525.00	04/03/2024	INV	PD	GOLF REFUND
CHECK DATE: 04/12/2024												
13774 BRIAN WYSOCKI												



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
32224		03/22/2024		0424-2	258245	525.00	525.00	04/03/2024	INV	PD		GOLF REFUND
CHECK DATE: 04/12/2024												
11625 YOURMEMBERSHIP.COM, INC												
R66400900		02/21/2024		0424-2	258246	165.00	165.00	04/03/2024	INV	PD		JOB AD
CHECK DATE: 04/12/2024												
382 INVOICES						1,551,645.38						

** END OF REPORT - Generated by Patrick Brankin **



Minutes
Village of Glen Ellyn
Regular Village Board Meeting
Monday, April 8, 2024
7:00 PM
Glen Ellyn Civic Center, Galligan Board Room

A. Call to Order – 7:00 P.M.

B. Pledge of Allegiance

Brownie Troop 56347 performed a Presentation of Flag Ceremony and then led the Pledge of Allegiance.

President Senak asked the troop to name a Trustee in Glen Ellyn. The troop replied. He then gave them a gift of appreciation. A group photo was taken with the Board.

C. Roll Call

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

Also in attendance: Village Manager Franz, Village Attorney Mathews, Public Works Director Buckley, Finance Director Brankin, and Deputy Police Chief Vavra.

D. Audience Participation

There was no off-agenda audience participation.

E. Presentation

- 1) Brownie Troop 56347 Presentation of Flag Ceremony (K. Zaremba, Troop Leader)

Pledge of Allegiance presentation

F. Employee Recognition

- 1) Appreciation for dedication to solving residents' issue for Public Works and ComEd staffs

Village Manager Franz detailed the radio frequency issue that was resolved by a collaboration between Public Works and ComEd. Public Works Assistant Director John Hubsy was the lead in working with ComEd and resolving the issue, which was greatly appreciated by the residents.

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:

RESULTS:	APPROVED [5 to 0]
MOVER:	Trustee Fasules [Items 1 – 13]
SECONDER:	Trustee
AYES:	Fasules, Christiansen, Gould, Kalinich, Thompson
NAYS:	

Motion to approve the following items including Payroll and Vouchers totaling \$3,682,170.35. These agenda items have been reviewed by the Management Team and Village Attorney and are consistent with the Village's purchasing policy (Trustee Fasules)

- 1) Total Expenditures (Payroll and Vouchers) - \$3,682,170.35
- 2) Appoint Trustee Simon as President Pro tem for the period May - August 2024
- 3) Village Board March 18, 2024 Workshop Minutes

Trustee Kalinich wanted to remove her comment concerning Reserve 22 because it duplicated one she had made at another meeting. There was unanimous consent.

- 4) Village Board March 11, 2024 Meeting Minutes
- 5) Village Board March 4, 2024 Special Workshop Minutes
- 6) Village Board January 16, 2024 Workshop Minutes
- 7) Village Board January 8, 2024 Meeting Minutes
- 8) Village Board January 8, 2024 Closed Executive Session Minutes
- 9) Motion to authorize the Village Manager to execute a three-year contract for the 2024-2026 Branch and Brush Collection Program with Abbott Tree Care Professionals of Wayne, IL in the total not-to-exceed amount of \$402,000 to be expensed from the Residential Solid Waste Fund in three annual amounts of \$134,000 (Public Works Director Buckley)
- 10) A Motion to adopt the competitive bidding procedures of Sourcewell, pursuant to Section 1-10-7 of the Glen Ellyn Village Code in lieu of the provisions of Chapter 10 on Village Contracts, and approve the purchase of two (2) Kenworth single axle chassis' with Commander bodies and front plows, two (2) Kenworth tandem axle chassis' with hook lift bodies and front plows, and one (1) Kenworth chassis with a 15 ft. Galion body and a front plow from Bonnell Industries Inc. 1385 Franklin Grove Rd. Dixon, IL 61021, for a total of \$1,780,659.17, and should be expensed to the FY24 Equipment Services Capital Outlay - Vehicles Fund (Public Works Director Buckley)

Trustee Fasules wanted more detail on how long this buildout will take. Public Works Director Buckley replied, pointing out that it is projected to 2025 but takes time to implement.

President Senak commented about the overage amount for this line item and correlated it to a past Public Works purchase that was under budget in the amount of \$76,000 that he felt might have been used for this. Public Works Director Buckley replied about the actual cost versus the budget estimate.

- 11) Motion to waive competitive bidding in accordance with Village Purchasing Policy Section C.1.e. (Single Source purchases) and authorize the Village Manager to execute a contract with Corrective Asphalt Materials, LLC, of South Roxana,

Illinois, for the 2024 Asphalt Surface Rejuvenation Program in the not-to-exceed amount of \$119,149.38 to be expensed to the Capital Projects Fund (Public Works Director Buckley)

Trustee Fasules wanted to know if the Village could do this work without hiring an outside vendor. Public Works Director Buckley replied that staff is not available to execute this type of project.

- 12) Motion to approve Ordinance 8001-VC, an Ordinance to Amend Section 9-2-3 (G)(1) of the Glen Ellyn Municipal Code Pertaining to Parking and Sidewalk Obstructions (Attorney Mathews)

Trustee Fasules thought that the viewing public should get an explanation of this item. Attorney Mathews did so, giving background on why the Board has decided to amend this ordinance. He pointed out that between the hours of 10:00pm and 7:00am, a vehicle will be allowed to block up to one foot of the sidewalk.

Trustee Thompson asked that Communications Coordinator Paplauskas put out a huge conventional and social campaign to let residents know that this ordinance has been amended emphasizing the new rules. Deputy Police Chief Vavra confirmed that warnings will be given first with ticketing after a learning curve.

President Senak brought up the catalyst for amending this ordinance and explained it was amended to address the concerns of a resident who was encountering blocked sidewalks when taking his daughter for walks.

Trustee Kalinich added that she believed that driver's education class included teaching the students about this ordinance and perhaps its details could be reinforced.

- 13) Motion to approve Village Links canceling the remaining 2-year lease agreement with Yamatrack and enter into a 4-year lease agreement with TagMarshal for a total cost of \$172,712 (\$43,428/year) and a one- time cost of \$18,525 to Yamatrack to remove existing hardware and retrofit new equipment to be charged to the Village Links/Reserve 22 Dues-Subscriptions-Reg Fees Fund (General Manager Vesevick)

H. Other Business

Trustee Gould followed up on the effort to relocate the Senior Services staff/services to the Civic Center. She wanted to know more about why this is being done and the timing of the proposed move's execution. Village Manager Franz replied with details of the proposed changes to Senior Services location and staff.

Trustee Kalinich added to Village Manager Franz's comments. Trustee Gould wondered about the staffing change and how it appears to be more costly. Village Manager Franz replied that he did not see it that way and then talked about the increase in services.

Trustee Fasules wondered if the seniors that utilize senior services at its location have the mobility to get to the Civic Center. He thought that there should be a plan in place to fill the gaps before shutting down the current location. He felt that the relocation plan needed to be vetted a bit more before the program is moved to the Civic Center.

Trustee Kalinich said she thought that the Food Pantry was providing delivery services from

their new location.

Trustee Gould asked what the planned date for the part time staff member was to start at the Civic Center. Village Manager Franz replied May 1st and that this is not a hard-set date. She wanted to know if the church had comments about the move. The reply was yes, with discussion.

President Senak thought that this subject deserves more discussion in a workshop and that the May 1st date should be pushed until this discussion could happen.

Natalie Uroble, resident, spoke about her concerns about how the news of the move was handled and particularly the treatment of one of the employees, Sue, working with the seniors in the center. She also wanted to hear what the church had to say about the issue. President Senak said he appreciated her comments and that it has already been decided that the issue needs more discussion before executing any changes.

Michele Fenshe, resident and member of Grace Lutheran Church, gave her thoughts on the senior services staff member and the people who utilize senior services. She emphasized that the church is not going anywhere just because the Food Pantry moved to its new location. She added that the church is happy to accommodate the seniors. President Senak thanked her for the work the church does with the seniors in the community.

Julie Spiller, resident, spoke about how distraught the seniors are about the proposed location change. She added that the seniors in the apartments across from the current church location are being impacted emotionally and are worried about what is going to happen to them and their ability to access resources. She mentioned the “above and beyond” work that staff member, Sue, does for the seniors and gave examples of her efforts to help the seniors.

President Senak said that anyone who wants to comment or be present at the workshop discussion will get access to do so. The workshop date will be announced as soon as possible.

I. Reminders

- 1) Village Board Workshop Monday, April 15, 2024 at 7 pm
- 2) Village Board Meeting Monday, April 22, 2024 at 7 pm

J. Adjourn – 7:48 P.M.

Mover: Trustee Kalinich; Second: Trustee Fasules. Unanimous vote to adjourn.



Minutes
Village of Glen Ellyn
Regular Village Board Meeting
Monday, February 12, 2024
7:00 PM
Glen Ellyn Civic Center, Galligan Board Room

A. Call to Order – 7:00 P.M.

B. Pledge of Allegiance

St. Petronille School Robotics Group students led the Pledge of Allegiance.

C. Roll Call

Upon roll call by Deputy Clerk Page, President Senak and Trustees Christiansen, Fasules, Kalinich, and Thompson answered “Present.” Trustees Gould and Simon were absent.

Also in attendance: Village Manager Franz, Assistant Village Manager/Community Development Director Rodman, Village Attorney Mathews, Public Works Director Buckley, Finance Director Brankin, Economic Development Coordinator Hannah, General Manager Vesevick, Communications Coordinator Paplauskas, Police Chief Norton, and Fire Chief Clark.

D. Audience Participation

Trustee Thompson motioned that the night’s presentation E. 1) be heard before Audience Participation. The motion was seconded by Trustee Christiansen with unanimous agreement.

Gwyn Fulmer, resident representing the Riviera Condominium Association, spoke about the fire alarm guidelines for existing multifamily buildings as it relates to their building. She reviewed the Association’s plan to install alarms and the challenges that have been presented throughout the process. She stated the Association’s concerns with compliance and asked that ambiguity in the code be cleared up so they know where they stand.

President Senak replied that the questions cannot be answered now, but the Board is glad to know that there is an issue. He added that Village Manager Franz and staff will work with them to ensure the building is in a condition that makes all the residents safer.

Ivy Toth, a senior from Glenbard West, spoke out about the immigrant situation in the Village and how it has been negatively presented in the media. She felt that not everyone sees migrants as a negative, and the Village could actually use more diversity. She also spoke about her disapproval of the recent harassment of two Muslim students from Glenbard West. She closed her remarks by stating that new Glen Ellyn residents, temporary or permanent, should be welcomed and treated with the dignity and respect they deserve.

President Senak addressed Ms. Toth's concerns, specifically in relation to the school district. He added that this is a welcoming community but there are financial consequences to the decisions made and we have to be prepared to address those before the decisions are made.

Joyce Osborne, resident of the Forest Apartments, voiced her concern that the federal government is going to put an end to the Affordable Connector Delivery program due to lack of funding, which would mean some of the low-income seniors in the building would not have internet access. She then changed subject and asked if the Village was going to accept any offers concerning housing of migrants in the community. President Senak replied there was a firm "no" to the recent program offered but any future programs would be considered based on the information provided. He then gave his position on the issue. Ms. Osborne replied.

Village Manager Franz gave an update on the migrant situation in the Village, reiterating that the Village's primary concern continues to be ensuring the health and safety of the residents and anyone, including migrants and their families, who pass through our community.

President Senak reiterated why the Village did not apply or receive grant money for migrants.

E. Presentation

- 1) St. Petronille School Student Group Robotic Project Presentation on Arts in Glen Ellyn (Parent/Coach J. Schwan)

Student and team leader Johnny Schwan introduced himself and then had the entire team introduce themselves as well. The team then gave a presentation about their project to design, research, and development a website that contained all arts, theatre, music, and book resources available in the Village. They navigated the website to showcase how to use it and included actual feedback about the site from residents.

President Senak thanked them for their presentation and gave each team member a parting gift.

- 2) Community Survey Presentation (Communications Coordinator Paplauskas)

Communications Coordinator Paplauskas reviewed the results of the recent community survey. He pointed out the Village is doing very well regarding benchmarks. He also compared the results to those of 2017.

Communications Coordinator Paplauskas also reviewed the key findings of the survey, and then went over the three custom questions in the survey: what to do with the Duane/Lorraine Commuter parking lot; the vehicle sticker program; and Village communications.

Communications Coordinator Paplauskas concluded by saying that overall, Glen Ellyn residents continue to enjoy a high quality of life. They feel very safe within the community. They offer positive reviews for mobility within the community, and a strong economy is top priority for our residents.

Trustee Kalinich asked about mobility in the Village and if there was any opportunity for respondents to submit comments. Communications Coordinator Paplauskas replied there was not but it could be included in the future.

Trustee Thompson asked if there were any freeform comments at all. Communications Coordinator Paplauskas replied there were not. Trustee Thompson followed up by asking if it would be helpful to include a freeform comments section. Communications Coordinator Paplauskas replied.

Trustee Christiansen asked if the 763 total responses were one per household or multiple people in the same household. Communications Coordinator Paplauskas replied.

President Senak said he thought the survey had been well done and should help in developing lines of communications with the residents as well as strategic planning.

Trustee Kalinich wanted it to be noted that for surveys like this, a typical response is about a quarter of the people invited to do it. She then wanted to know if there was the ability to look at the results with the other 192 non-probability open participation responses; those who took the survey upon clicking on the link on the website. Communications Coordinator Paplauskas replied that all responses were included in the survey and had been separated in the report.

Trustee Kalinich asked for a clarification of what is meant by the results being statistically weighted to reflect Glen Ellyn overall. Communications Coordinator Paplauskas replied with clarifications per Trustee Kalinich's questions.

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:

RESULTS:	APPROVED [4 to 0]
MOVER:	Trustee Thompson [Items 1– 11]
SECONDER:	Trustee Kalinich
AYES:	Thompson, Kalinich, Christiansen, Fasules
NAYS:	

Motion to approve the following items including Payroll and Vouchers totaling \$3,768,964.15. These agenda items have been reviewed by the Management Team and Village Attorney and are consistent with the Village's purchasing policy (Trustee Thompson).

- 1) Total Expenditures (Payroll and Vouchers) - \$3,768,964.15
- 2) Motion to Approve Resolution No. 24-05, A Resolution Authorizing the Appropriation of Motor Fuel Tax Funds for Construction and Construction Engineering for the Crescent Boulevard Improvement Project (Professional Engineer Daubert)
- 3) Motion to Approve Six Central Business District (CBD) Construction Impact Grants to Chocolaterie Stam for \$4,500; Eli Tea for \$4,500; Cabernet & Company for \$4,500; Norabella Boutique for \$6,000; M and Em's for \$6,000; and Ko-Ze

Wine bar for \$4,500; to be expensed to the Corporate Reserve Fund (Economic Development Coordinator Hannah)

- 4) Motion to Approve the Purchase of One (1) 2024 Dakota 440 Material Handler from Revels Turf and Tractor, LLC in Elgin, Illinois in the Amount of \$48,833.35 (General Manager Vesevick)
- 5) Motion pursuant to Section 1-10-7 of the Glen Ellyn Village Code to adopt competitive bidding procedures of the Sourcewell Purchasing Program in lieu of the provisions of Chapter 10 on Village Contracts and approve the purchase of Four (4) 2024 John Deere Gator GS Utility Carts from Revels Turf and Tractor, LLC in Elgin, Illinois in the Amount of \$12,482.04 Each and for a Total Amount of \$49,928.16 (General Manager Vesevick)
- 6) Motion pursuant to Section 1-10-7 of the Glen Ellyn Village Code to adopt competitive bidding procedures of the Sourcewell Purchasing Program in lieu of the provisions of Chapter 10 on Village Contracts and approve the Purchase of Two (2) 2024 Toro Greensmaster 3150-Q Greens Mowers from Reinders, Inc. in Mundelein, Illinois for a Total Not-To-Exceed Cost of \$100,000.00 (General Manager Vesevick)
- 7) Motion pursuant to Section 1-10-7 of the Glen Ellyn Village Code to adopt competitive bidding procedures of the Sourcewell Purchasing Program in lieu of the provisions of Chapter 10 on Village Contracts and approve the Purchase of One (1) 2024 Toro Greensmaster eTriFlex 3360 Greens Mower from Reinders, Inc. in Mundelein, Illinois in the Amount of \$67,856.16 (General Manager Vesevick)
- 8) Motion pursuant to Section 1-10-7 of the Glen Ellyn Village Code to adopt competitive bidding procedures of the Sourcewell Purchasing Program in lieu of the provisions of Chapter 10 on Village Contracts and approve the Purchase of One (1) John Deere 6500A E-Cut Fairway Mower from Revels Turf and Tractor, LLC in Elgin, Illinois in the Amount of \$79,496.76 (General Manager Vesevick)

Trustee Fasules asked if EV equipment was considered. General Manager Vesevick replied that EV equipment was considered and gave reasons why it was not practical. He added that The Links utilize EV when practical and itemized gas/EV equipment being used.

President Senak asked about the relative cost of EV versus gas-powered or electric. General Manager Vesevick replied.

Jacquelyn Casazza, president of Go Green Glen Ellyn, expressed the group's concern that most of the equipment to be purchased is gas-powered and continued, explaining why this is objectionable to Go Green Glen Ellyn. She respectfully requested that the Village Board consider delaying the purchase of this equipment and research the possibility of including one or more electric items, citing the Parks open goal objective 15, as well as the Sustainable Resource Stewardship Goal objective. She concluded her remarks by summing up the long-term benefits of EV.

Norris Eber, resident, gave his thoughts on the purchase of the gas-powered equipment and the noise level they produce. He felt more consideration would be given to this purchase.

Trustee Kalinich asked General Manager Vesevick to explain a little bit more about how he went about the considerations when choosing the equipment to purchase. General Manager Vesevick replied, explaining the process.

Trustee Kalinich followed up by asking for clarification of how many of the units included in this item are hybrid. General Manager Vesevick replied, specifying the two hybrid units.

President Senak asked General Manager Vesevick to continue to monitor EV equipment and to include background on EV/hybrid/gas to the Board in the future. General Manager Vesevick replied he would do so.

Trustee Kalinich asked how often units are replaced. General Manager Vesevick replied generally 7 to 10 years.

Trustee Kalinich stated she felt that there is nobody on the Board who does not care about environmental impact, but the Board always needs to balance that with doing the business of the Village. She appreciated tonight's comments and thought it was great that we are keeping all of that at the forefront. She added that better options should always be considered no matter what the replacement period.

- 9) Ordinance No. 7090, An Ordinance Amending the Budget of the Village of Glen Ellyn for the Fiscal Year Ending December 31, 2024 to Provide Funds for Prior Year Projects, Encumbrances and Capital Improvements (Finance Director Brankin)
- 10) Motions to Approve an Ordinance authorizing a Second Amendment to the Lease Agreement for Village Green, and an Ordinance Authorizing an extension to the License Agreement for snow stockpiling between the Village of Glen Ellyn and Glen Ellyn Park District
 - A. Motion to Approve Ordinance No. 7091, an Ordinance Approving a Second Amendment to the Lease Agreement for Village Green between the Village of Glen Ellyn and the Glen Ellyn Park District (Village Attorney Mathews)
 - B. Motion to Approve Ordinance No. 7092, an Ordinance Approving an Amendment to the License Agreement for Snow Stockpiling, between the Village of Glen Ellyn and the Glen Ellyn Park District (Village Attorney Mathews)
- 11) Motion to Approve Ordinance 7093-VC, an Ordinance approving an Amendment to Section 9-2-7 (Fee Schedule) of the Village Code of the Village of Glen Ellyn, Illinois regarding fee structure and frequent violator program (Police Chief Norton)

Trustee Fasules asked why the Police Department was frequently double ticketing for parking violations. Police Chief Norton replied, giving a history of why the frequent violator list was created and how it was being amended. Trustee Fasules asked how the frequent violator list is working. Police Chief Norton replied that it works very well. Trustee Fasules asked if there were statistics to back up that statement. Police Chief Norton replied.

G. Other Business

Trustee Kalinich wanted to mention that two different community members had inquired about the potential tunnel at the train station and they wanted to make sure that that was something that we were still considering. Each shared personal examples with Trustee Kalinich of why they thought it would be a benefit.

Trustee Thompson stated he wanted the community to know, our nation to know, Fox News to know, what Glen Ellyn is all about. He continued, saying that Glen Ellyn is a community of volunteers, and has a rich history of supporting and volunteering to help the homeless in our community, adding that the Village has a tradition of supporting global missions in faraway countries in Asia, Africa, South and Central America. World Relief Mission is helping refugee families resettle in the Chicagoland area, with many of our residents and neighbors helping those families adjust to life in America. He cited another Glen Ellyn community treasure -- our Renew project in downtown Glen Ellyn -- which is a faith-based Christian nonprofit organization that serves refugee women resettled in and around DuPage County. He concluded his remarks by saying the Village of Glen Ellyn is called to the idea of servant leadership in our community and brings resources to solve problems. He stated that servant leadership consists of flexibility, empathy, stewardship and listening and that these are the values of the people of Glen Ellyn.

President Senak followed up by saying that the Village was not really in the business of being able to settle migrant families in the community, lacking the resources to do so. However, he urged anyone with plan on how that could be done to present it to this Village Board.

Trustee Fasules spoke about President Senak's interview on Fox News and that what matters is what the majority of the Board says. President Senak agreed.

H. Reminders

- 1) Village Board Workshop Tuesday, February 20, 2024, at 7:00 PM
- 2) Village Board Meeting Monday, February 26, 2024, at 7:00 PM

I. Adjourn – 8:15 P.M.

Motion to adjourn to closed executive session pursuant to 5 ILCS 120/2 (c)(1) for the purpose of discussing the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body not to return to open session

Mover: Trustee Fasules; Second: Trustee Kalinich. Unanimous vote to adjourn to Closed Executive Session.



Minutes
Village of Glen Ellyn
Regular Village Board Meeting
Monday, January 22, 2024
7:00 PM
Glen Ellyn Civic Center, Galligan Board Room

A. Call to Order – 7:01 P.M.

B. Pledge of Allegiance

C. Roll Call

Prior to roll call, an invocation for this evening was given by Reverend Carey.

Upon roll call by Deputy Clerk Cannova, President Senak and Trustees Fasules, Kalinich, Gould, Simon, and Thompson answered "Present." Trustee Christiansen was absent.

Also in attendance: Village Manager Franz, Assistant Village Manager/Community Development Director Rodman, Village Attorney Mathews, Public Works Director Buckley, Finance Director Brankin, Economic Development Coordinator Hannah, and Deputy Police Chief Vavra.

After roll call, President Senak asked for a moment of silence to honor the passing of Brian Baltudis, Village Facilities Manager. After the moment of silence, he added that Brian was a spectacular person and his loss would be felt not only in Facilities, but in the spirit of the staff, and in the spirit of the Village.

Village Manager Franz added that Brian was our Facilities Manager for the last eight years and asked everyone keep his family in their thoughts and prayers.

D. Audience Participation

President Senak stated that he received a letter from a concerned citizen, Sean Towne, requesting to 'please bring back the cardboard regatta because I want to do it with my friends and I was too young to do it before COVID'. It was decided that the request would be sent to the Park District.

Jane Stroh, long-time resident on the South side of Roosevelt Road, then spoke. She, representing several others in attendance to support the nonprofit developer Full Circle Communities' Proposal for an affordable, accessible and supportive apartment development at the former hotel site, urged the Board to approve the proposal and finalize it before the funding deadline of March 29, 2024. She added the group's appreciation of President Senak, Trustees, and Village staff, for their dedication and attention to addressing the needs of the community.

Ben Petrocelli, Principal of Glenbard West High School, representing Dr. David F. Larson, Superintendent, and Board President Margaret DeLaRosa as well as the school and its students. He spoke about a letter sent to the Village of Glen Ellyn Community Relations

Commission regarding an incident that occurred in downtown Glen Ellyn during lunch time on October 16, 2023 in which Muslim students were approached by a female community member and harassed. He encourages the current trustees to stand by previous statements regarding a community free of racism, hatred and bigotry, and condemn the remarks and their underlying sentiment.

President Senak thanked him for bringing the incident to the attention of the Village Board and the staff. He also reiterated the shared contempt for this type of behavior, and reaffirmed the Board's commitment to a Village that is free of bigotry, racism and hatred, adding that the Community Relations Commission was specifically formed for the purpose of allowing a forum for these matters to be addressed by the community. He then introduced Sonia Irwin, chair of the Community Relations Commission, to give a statement.

Ms. Irwin thanked Mr. Petrocelli and read an excerpt from the letter sent by the District 87 Superintendent and Board President, reference above, stating that this behavior from an adult directed at a group of students is totally unacceptable and must be addressed. She added comments about Village Resolution 19-04, passed on February 26, 2019. She then spoke of other incidents of hate and encouraged the Board to stand by Resolution 19-04.

Ms. Irwin went on to reaffirm that the Community Relations Commission unequivocally restates that the Village stands against hateful sentiments, including anti-Muslim and anti-Semitic acts, speech, and targeting of individuals because of their faith. In conclusion she urged the Board reissue the Community Relations Commission statement, on behalf of the Village.

President Senak replied that this illustrates why the Village needs a Community Relations Commission, applauded Ms. Irwin and the Commission on their work, and moved that the Board approve and affirm the statement made by the Community Relations Commission. The motion was seconded by Trustee Simon and unanimously reaffirmed.

Trustee Fasules felt that the resolution should be republished in the next Village newsletter as confirmation that the Village will not accept intolerance to diversity in the community. President Senak agreed.

Barbara Kwiatkowski, co-president and representing the League of Women Voters, addressed the migrant drop off by buses that have happened recently. She referenced a letter from President Senak and stated that the League of Women Voters fully supports the Village's treating of these migrants as any other visitors to the Village. She then continued with reasons for their support that are founded at the core of the group and what it stands for. She then concluded by saying that this is a humanitarian crisis and should be addressed as such.

President replied by saying that while letter was under his signature it was endorsed by every person on the dais. He added that the letter properly reflects the Village's approach to the migrant situation. He then gave an update on what has gone on with the migrant arrivals into the Village to-date.

E. Presentation

- 1) Recognition of homeowners whose homes have received the Conservation @Home designation from the Conservation Foundation (Environmental Commission Chair Christy Truitt and Conservation Foundation representative Amy Phillips)

President Senak introduced Commission Chair Christy Truitt and Conservation Foundation representative Amy Phillips. Ms. Truitt spoke about Glen Ellyn's adoption of the Greenest Region Compact, joining over 150 local municipalities in a commitment to developing vibrant, sustainable communities across the Chicago region, and the Village's sponsorship of the Earth Friendly Yards Initiative, which encouraged homeowners to adopt intentional, sustainable landscaping practices on private lands. She also thanked Jim Kline for his help with the initiative.

Ms. Phillips spoke about the Conservation Foundation's work, and the Conservation at Home Certification Program. She thanked the Village and its partners for truly being leaders when it comes to this initiative as well as the residents for participating in the program. She added that the program is free and the Conservation Foundation is happy to come to anyone's yard and talk about native plants and their benefits.

Ms. Truitt asked members of the Environmental Commission to stand and be recognized, as well as the certified homeowners. She then continued with the sustainable landscaping recognition, giving formal recognition to each of the homeowners for their efforts in achieving sustainable yard certification.

President Senak thanked the Environmental Commission for the good work they do on an ongoing basis. He also recognized the Village staff for doing an outstanding job of maintaining the environmental integrity of the Village and in particular Public Works, and specifically, Dave Buckley, Director of Public Works.

2) Update from Alliance of Downtown Glen Ellyn (Alliance Director Dawn Smith)

New Alliance Director Dawn Smith introduced herself and said she is looking forward to working with everyone. She views the purpose of the Alliance as an economic driver for local businesses, bringing tourism into the Village. She then covered Alliance activity since her start three months prior, which include the launching of a new website, creating a database, and forming collaborative partnerships.

Ms. Smith then went through new welcome packet components and gave highlights of the new website, as well as the social media marketing plan.

Ms. Smith highlighted recent and upcoming events for 2024.

Trustee Kalinich asked questions about the Alliance's social media page and requested clarification on two charts presented. Ms. Smith replied that one represented Instagram and the other Facebook and added further insight.

President Senak gave his thanks for the recent effort made by the Alliance. He added that the events outlined by Ms. Smith are very important. They not only provide enjoyment but also help downtown businesses maintain a strong financial position. Ms. Smith replied.

Trustee Gould thanked the Alliance as well, saying that she had read the 24-page report after one of the events, and appreciated the outstanding data in it. Ms. Smith replied that the goal is to have a dedicated Google file to make information available.

3) Update from Glen Ellyn Chamber of Commerce (Chamber Director Claudia

Thornton)

New Chamber Executive Director Claudia Thornton read their Mission Statement and talked about the recent Board meeting as well as staff and member activities. She then reviewed activities at the Chamber, starting with a recap of 2023 events and anticipated activities in 2024.

President Senak stated he sincerely appreciates the Chamber's efforts and much like the Alliance, the Chamber's activities help the Village enjoy an economic base that a lot of communities do not have which benefits all its residents.

- 4) Community Relations Commission Statement Denouncing Religious Intolerance (CRC Chair Sania Irwin)

This was covered during Audience Participation.

F. Employee Recognition

- 1) Letter of appreciation from Oakbrook Terrace Police Department to Glen Ellyn Police Department

President Senak read a letter of appreciation from Oakbrook Terrace Police Department, expressing their deepest gratitude and appreciation for the outstanding response and assistance provided by Village officers during the recent active shooter incident at the Hilton Hotel and Drury Lane. President Senak sked for a round of applause and thanked the department as well.

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:

RESULTS:	APPROVED [5 to 0]
MOVER:	Trustee Kalinich [Items 1 (as amended) – 4; Item 6]
SECONDER:	Trustee Thompson
AYES:	Kalinich, Thompson, Fasules, Gould, Simon
NAYS:	

- 1) Village Board November 13, 2023 Meeting Minutes

Trustee Kalinich requested a minor revision to the minutes to include Trustee Fasules in a comment regarding the Central Business District construction impact grants.

- 2) Motion to Approve a Central Business District (CBD) Construction Impact Grant

to Marcel's Culinary Experience for \$6,000 and Marche for \$4,500 to be expensed to the Economic Development/ Marketing Account (Economic Development Coordinator Hannah)

- 3) Motion to Approve Ordinance 7083, an Ordinance Directing the Abatement of Ad

President Senak thanked the Board for their efforts on behalf of Village residents, pointing out that Agenda Item Three reduces the tax rate for the upcoming year from 5.5% to 2.1%. He added that the Board has worked on this project with staff, collectively coming to this solution which he could not endorse more wholeheartedly.

President Senak wanted to be sure to recognize the hard work put in to make this happen. He added that he also wanted to let residents know that the Board really does care about their taxes and is determined to continue to provide services residents want with the least costly effort.

- 4) Motion to Approve Resolution 24-04, a Resolution to Endorse the Legislative Action Program of the DuPage Mayors and Managers Conference for the 2024 Legislative Session (Village Manager Franz)
- 5) Motion to Approve Resolution No. 24-03, a Resolution to Determine the Status of Certain Executive Sessions Held in 2015, 2016, 2018, 2019, 2020, 2021 and 2023 and to Authorize the Destruction of Minutes, Audio or Video Recordings of Certain Executive Sessions Held in 2015, 2016, 2018, 2019, and 2021 (Attorney Mathews)

RESULTS:	APPROVED [5 to 0] AS AMENDED
MOVER:	Trustee Fasules
SECONDER:	Trustee Kalinich
AYES:	Fasules, Kalinich, Gould, Simon, Thompson
NAYS:	

Attorney Mathews clarified that the minutes of the closed executive sessions will not be destroyed, only the tapes or recordings that were made of those meetings if conducted over 18 months ago. President Senak added that anyone interested in reviewing the minutes contact Attorney Matthews who will guide them in that effort.

The motion was amended to reflect the clarification from Attorney Matthews.

- 6) Motion to Authorize the Village Manager to Execute the Agreement between the Village of Glen Ellyn and the Alliance of Downtown Glen Ellyn for Calendar Year 2024 (Manager Franz)

H. Other Business

I. Reminders

- 1) Village Board Meeting, Monday, February 12, 2024 at 7 pm
- 2) Village Board Workshop, Tuesday, February 20, 2024 at 7 pm
- 3) Village Board Meeting, Monday, February 26, 2024 at 7 pm

Trustee Gould asked to include a reminder about The League of Women Voters meeting is scheduled for Thursday, January 25, at 7 p.m. at the Police Department's Community room.

J. Adjourn – 8:10 P.M.

Mover: Trustee Thompson; Second: Trustee Gould. Unanimous vote to adjourn to Closed Executive Session.

- 1) Motion to adjourn to closed executive session pursuant to 5 ILCS 120/2 (c)(1) for the purpose of discussing the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, and also pursuant to 5ILCS 120/2 (c)(6) for the purpose of discussing the setting of a price for sale or lease of property owned by the public body without returning to open session thereafter.



Minutes
Village of Glen Ellyn
Regular Village Board Meeting
Monday, December 11, 2023
7:00 PM
Glen Ellyn Civic Center, Galligan Board Room

A. Call to Order – 7:00 P.M.

B. Pledge of Allegiance (Brownie troop 56223 of Forest Glen Elementary School)

Troop 56223 led the pledge. The Board passed out merit badges for their assistance and participation.

C. Roll Call

Upon roll call by Deputy Clerk Cannova, President Senak and Trustees Christiansen, Kalinich, Gould, Simon, and Thompson answered “Present.” Trustee Fasules was absent.

Also in attendance: Village Manager Franz, Assistant Village Manager/Community Development Director Rodman, Village Attorney Mathews, Public Works Director Buckley, Interim Finance Director Brankin, Economic Development Coordinator Hannah, Village Engineer Daubert, Director of Golf Allen, Police Chief Norton, and Fire Chief Clark.

D. Audience Participation

Kim Reed, President of the Glen Ellyn Youth and Family Services Counseling Service Board and representing the non-profit organization One Community, responded to acts of hate in the community. She read a statement from One Community defining their stand on tolerance of racism, hatred, and bigotry.

Nareed Khader, Village resident, talked about his concerns regarding leaf blowers disturbing the peace. He suggested that perhaps the Village should consider banning their use because of the noise pollution as well as emissions.

President Senak followed up to Ms. Reed’s comments by addressing recent antisemitic acts that occurred in the Village. He added that the Village condemned these actions and all lives are valued. He stated that anyone should use restraint in using violence as a reaction to violence currently happening in the Middle East. He added that the Village will protect those targeted by these evil acts and use every resource available to find those who commit such acts and bring them to justice. He concluded by saying that hate has no home in the Village of Glen Ellyn.

E. Presentation

- 1) Presentation on East Branch River Trail (President, Friends of the East Branch River Trail, G. Wheeler)

Friends of the East Branch River Trail members, Steve Johnson, Ginger

Wheeler and Libby Ahern, presented an update on their efforts to make the trail a reality. They said there would be opportunities for public comment as the project continues.

President Senak thanked Representative Casten for his support of the Trail. He voiced his support for the project as well and believes it will benefit the Village in myriad ways.

2) Recognition of resident Joyce Wagner (Village President Senak)

President Senak introduced resident Joyce Wagner, who is 101 years old as well as a Holocaust survivor. He added that Ms. Wagner shares her experience with others and has also written a book detailing her experience. He also stated that the Village is lucky to have her as a resident. Ms. Wagner then addressed the Board and the Village presented her with a key to the Village.

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:

RESULTS:	APPROVED [5 to 0]
MOVER:	Trustee Kalinich [Items 1 & 2; 4 to 8; 10; 12; 14 & 15]
SECONDER:	Trustee Thompson
AYES:	Kalinich, Thompson, Christiansen, Gould, Simon
NAYS:	

Motion to approve the following items including Payroll and Vouchers totaling \$2,245,624.04. These agenda items have been reviewed by the Management Team and Village Attorney and are consistent with the Village's purchasing policy (Trustee Kalinich).

- 1) Total Expenditures (Payroll and Vouchers) - \$2,245,624.04
- 2) Village Board November 27, 2023 Meeting Minutes
- 3) Village Board November 20, 2023 Meeting Minutes
Trustee Kalinich pulled this item for revisions.
- 4) Village Board November 20, 2023 Closed Executive Session Minutes
- 5) Village Board September 25, 2023 Closed Executive Session Minutes
- 6) Motion to appoint Trustee Kalinich as President pro tem for the period of January - April 2024
- 7) Approval of the Recommendation of Village President Senak that Alisha Badie be appointed as a Student Commissioner to the Community Relations Commission with a term ending 7/31/24
- 8) Motion to Authorize the Village Manager to execute a three-year contract with Abbott Tree Care Professionals of Wayne, Illinois for tree removals and emergency tree work in a not-to-exceed amount of \$177,152.91 (including a 10% contingency) to be expensed to the General Fund 143400-521095 (Public Works Director Buckley)

President Senak was pleased that this had been submitted for competitive bidding. He requested that the 2024 budget be amended to reflect the savings realized by the bidding process. Public Works Director Buckley addressed the difference between the winning bid and the budgeted amount and agreed with President

Senak's request to move the \$15,000 difference into the surplus budget.

- 9) Motion to Approve Ordinance No. 7077, An Ordinance Approving Zoning Variations to reduce the required side yard and increase the lot coverage ratio to allow the addition of a "Three Season Room" to an existing family home located at 181 S. Milton (AVM/Community Development Director Rodman)

RESULTS:	APPROVED [4 to 1]
MOVER:	Trustee Kalinich
SECONDER:	Trustee Simon
AYES:	Kalinich, Simon, Thompson, Christiansen
NAYS:	Gould

Trustee Simon pulled this item for separate consideration.

Trustee Simon was concerned about the "creep" in the required percentage (20% to 23ish%). She wondered if there was a way to work toward maintaining the requirements instead of continuing to allow slippage. AVM/Community Development Director Rodman clarified the current 20% lot coverage requirement. She added that the old requirement had been 25%, which created a number of non-conforming lots. She then explained the process when working with homeowners on variation requests. AVM/Community Development Director Rodman concluded her comments by suggesting if the Board feels there are too many requests, they could be addressed with a zoning code update.

Trustee Gould asked if non-conforming property were not an unusual circumstance to have in the Village. AVM/Community Development Director Rodman replied. The discussion continued around reasons to consider granting a variance as well as reasons not to grant a variance.

AVM/Community Development Director pointed out that the Board has the option to disagree with the ZBA's findings.

Trustee Kalinich commented that the idea of 25% lot coverage was not unique because of a lot provision that allows up to 25% when a detached garage is involved. Trustee Gould added that this exception was originally made with the assumption that an architectural aesthetic would be gained by allowing this for a detached garage, and not an across-the-board approval for 25% coverage.

- 10) Motion to Approve Ordinance No. 7078, An Ordinance Approving the Exterior Appearance of a Building Addition for 1st Presbyterian Church located at 550 N. Main Street (AVM/Community Development Director Rodman)
- 11) Motion to Approve Ordinance No. 7079, An Ordinance Designating the Commercial Building at 558-560 Crescent/477 Forest as a Local Landmark (AVM/Community Development Director Rodman)

RESULTS:	APPROVED [5 to 0]
MOVER:	Trustee Kalinich
SECONDER:	Trustee Christiansen
AYES:	Kalinich, Christiansen, Thompson, Gould, Simon
NAYS:	

President Senak pulled this item for separate consideration.

Penn French, Chair of the Historic Preservation Commission, explained Landmark Status and what it does for a property. He talked about the significance of the commercial building being considered for Landmark Status via this ordinance and why the Commission approved the request.

Owners Barb Lemme, Caroline Jacobsen, and Virginia Larsen were presented a plaque for the building by Chairperson French. They thanked the Board for approving the status, adding that it has been interesting to see all the past businesses that have occupied the property throughout its history.

Chairman French gave additional thanks to Tim Loftus and Lee Marks, both former Chairs of the HPC, for their help in researching the architectural style of the building.

President Senak thanked the building owners for their efforts to gain Landmark status for their building.

- 12) Motion to Approve Proposed Increase in Village Links Golf User Fees for the 2024 Golf Season (General Manager Vesevick)
- 13) Motion to accept the low bidder and authorize the purchase of (1) Breathing Air Compressor and Containment Fill Station from Air One Equipment, Inc., South Elgin, Illinois at a cost not to exceed \$52,750, to be expensed to the Fire Services Fund (Fire Chief Clark)

RESULTS:	APPROVED [4 to 0]
MOVER:	Trustee Kalinich
SECONDER:	Trustee Simon
AYES:	Kalinich, Simon, Thompson, Gould
NAYS:	

Trustee Christiansen pulled this item for separate consideration.

Trustee Christiansen recused herself from the discussion and vote due to her husband's relationship with the Volunteer Fire Company.

- 14) Motion to authorize the Village Manager to execute a Supplemental Agreement with Union Pacific Railroad Company for Preliminary Engineering Services associated with the Glen Ellyn Metra Station and Multimodal Access Improvements Project in the not-to-exceed amount of \$80,000, to be expensed to the Capital Projects Fund. (Professional Engineer Rich Daubert)

President Senak asked if this amount was in addition to the amount already approved for Phase 2 Engineering. Public Works Director Buckley replied yes, and explained why this additional amount is needed at this time.

President Senak asked if there would be any more funds needed for other phases of Union Pacific review. Public Works Director Buckley replied. President Senak asked if this was needed to obtain additional grant funding for the project. Public Works Director Buckley replied that it is necessary to have Phase 2 plans, which are needed for approvals, so yes.

- 15) Motion to Approve the Award of the 2023 Panfish Park Pipe Replacement Contract to A Jules Construction LLC of Woodstock, Illinois, in an Amount Not to Exceed \$98,500, to Be Expensed to the CY2023 Capital Projects Fund (General Manager Vesevick)

G. 2S630 Arboretum Road Annexation Agreement (AVM/Community Development Director Rodman) (Trustee Kalinich)

- 1) Motion to open a Public Hearing for a Proposed Annexation Agreement for 2S630 Arboretum Road

RESULTS:	APPROVED [5 to 0]
MOVER:	Trustee Kalinich
SECONDER:	Trustee Christiansen
AYES:	Kalinich, Christiansen, Gould, Simon, Thompson
NAYS:	

After being sworn in, AVM/Community Development Director Rodman gave background on the Agreement. She showed a map of the property in relation to the previously annexed properties. She reviewed the requirement that the petitioner will need to meet to receive the annexation.

- 2) Motion to Close the Public Hearing for a Proposed Annexation Agreement for 2S630 Arboretum Road

RESULTS:	APPROVED [5 to 0]
MOVER:	Trustee Kalinich
SECONDER:	Trustee Christiansen
AYES:	Kalinich, Christiansen, Gould, Simon, Thompson
NAYS:	

- 3) Motion to Approve Ordinance No. 7080, An Ordinance Approving an Annexation Agreement for the Property Located at 2S630 Arboretum Road

RESULTS:	APPROVED [5 to 0]
MOVER:	Trustee Kalinich
SECONDER:	Trustee Gould
AYES:	Kalinich, Gould, Christiansen, Simon, Thompson
NAYS:	

H. Arboretum Estates East Annexation (AVM/Community Development Director Rodman) (Trustee Kalinich)

RESULTS:	APPROVED [5 to 0]
MOVER:	Trustee Kalinich
SECONDER:	Trustee Simon
AYES:	Kalinich, Simon, Christiansen, Gould, Thompson
NAYS:	

- 1) Motion to Approve Ordinance No. 7081, An Ordinance Annexing Eight Properties Located on the East Side of S. Park Boulevard and the North Side of Butterfield Road Commonly Known as the Arboretum Estates East Subdivision

AVM/Community Development Director Rodman gave background/timeline on the eight properties being proposed for annexation. She noted that the Board packet included details of the unique requirement for each property that need to be fulfilled for the annexation.

Trustee Thompson asked to go back to the map and what the white sliver was on it. AVM replied and Attorney Mathews added that in the past, the owner did not want to annex. Attorney Mathews talked about the original reason for annexation, which was water service.

S.J. Klein, resident who lives next to the white sliver on the map, spoke about the land and that it was never supposed to be built on. He added details about debris on the lot and his communications with the owner to clean it up. He also spoke about the Airbnb home that is on another side of his property. He does not approve of either situation.

Trustee Thompson wanted to know why the “white sliver” is not part of the annexation agreement. Village Manager Franz replied that the owner does not want to be part of the annexation.

Trustee Christiansen asked for confirmation that the County would be responsible for enforcing clean-up of the property. Village Manager Franz said yes, this was correct.

President Senak said that the Village should facilitate the communication to the County on behalf of Mr. Klein. Trustee Thompson asked how that concern would be voiced. Village Manager Franz said that staff has already been asked to work with the County to resolve the debris issue.

Ray Connelly, resident of one of the proposed annexation properties, spoke about

the problems with the Airbnb property that has been a party house rental causing total disruption of the neighborhood. He gave examples of the incidents that have happened at the property, including loud music at all times of the day and unsavory behavior by the renters.

Mr. Connelly added that fines have done nothing to stop the owners from continuing to rent to disruptive groups. He asked for a zoning code change to stop the abuse of a residential neighborhood and wanted a ban on short-term rentals.

Attorney Mathews clarified which property was under scrutiny. Trustee Simon asked if the Village would have more jurisdiction over it once annexed, to which the answer was yes. Mr. Connelly added that he wants to be involved to resolve the issue.

Attorney Mathews said that staff has met to address this issue to the satisfaction of the neighborhood. He added that zoning requires it to be residential and that the initial plan is to approve the annexation to give the Village some authority to do something about the property use, which will begin with a letter to the property owners clarifying what the zoning permits. If the behavior persists, a citation will be issued and take them to court if necessary.

President Senak stated that he felt the planned actions surrounding the Airbnb property will address the problems and issues that the neighborhood has. Trustee Simon added that the Board appreciated the residents for putting up with a very distressing situation.

I. Popeyes Restaurant - 750 Roosevelt Road (AVM/Community Development Director Rodman) (Trustee Thompson)

RESULTS:	APPROVED [6 to 0]
MOVER:	Trustee Thompson
SECONDER:	Trustee Kalinich
AYES:	Thompson, Kalinich, Christiansen, Gould, Simon, President Senak
NAYS:	

- 1) Motion to Approve Ordinance No. 7082, An Ordinance Approving a Zoning Map Amendment, Exterior Appearance, and Special Use Permit for a Drive-Thru, for the Construction and Operation of a Popeyes Louisiana Kitchen Restaurant on Property Commonly Known as 750 Roosevelt Road, subject to the condition that the access onto Taylor Avenue be eliminated and subject to further attorney review and approval.

AVM/Community Development Director Rodman gave background and details on the zoning applications filed by the petitioner. She showed the most recent site plan that has been revised since the original application. She stated that the ZBA denied the zoning changes and she reviewed their reasons for each.

AVM/Community Development Director Rodman continued with a summary of activities that have transpired since the August Plan Commission meeting. The site plan was revised based on IDOT's comments. Staff requested that all permits be reapplied for. The petitioner declined and wanted to go straight to the Board,

against staff's recommendation to follow standard procedures.

AVM/Community Development Director Rodman reviewed the four actions for consideration by the Board. She specified that in order for the special use for the drive-thru and exterior appearance to move forward, it would require a favorable vote by four Trustees. The zoning map amendment to rezone to the C3 district, as well as the four zoning variations, must pass with a favorable vote by five Trustees, due to the recent adoption of the Comprehensive Plan.

AVM/Community Development Director Rodman said the petitioner was present and requested the opportunity to speak to the Board directly.

Deputy Clerk Cannova confirmed that there was public comment submitted and these would be placed in the record. Comments were submitted by Kristen Flanagan, Jennifer Murdock, Shannon Ward, Blanca Fiore, and Ray Connelly.

Trustee Thompson asked if the property owners in the immediate area had been contacted. Village Manager Franz replied they had south of Roosevelt Road. Trustee Thompson asked whether the property owners on the north and east sides were contacted. Village Manager Franz replied. Trustee Thompson asked about a catalyst site being enacted. Village Manager Franz replied.

Trustee Simon was concerned about the road configuration that includes the drive-thru and its possible dangerous situation of stacking of vehicles. AVM/Community Development Director Rodman replied that the petitioner is compliant with the code.

Trustee Kalinich asked about rezoning from C4 to C3, that the property has always been operated as a C3 business. AVM/Community Development Director Rodman replied yes. Trustee Kalinich also was concerned about stacking in the drive-thru and if the east entrance could be eliminated. AVM/Community Development Director Rodman replied about the access discussed with the petitioner, adding that the plan commission was concerned about stacking at the left turn access to Taylor Avenue. Discussion continued.

President Senak asked if there was a traffic study. AVM/Community Development Director Rodman replied yes. President Senak asked if the study indicates an increase in danger with the requested access. AVM/Community Development Director Rodman replied that it indicated that the traffic would increase but not the danger. He asked who did the traffic study. AVM/Community Development Director Rodman replied and that she felt they were reputable.

Trustee Simon asked if Police Chief Norton had any concerns about the requested Roosevelt Road access. Police Chief Norton replied that the Department did have concerns because Roosevelt Road has the most traffic in town and the increase in traffic would increase accidents.

Trustee Thompson asked Police Chief Norton if it is illegal to exit left in a right turn only. Police Chief Norton replied. Trustee Thompson asked about double yellow lines on the eastbound. President Senak suggested that the Village did not have control over a state road. Police Chief Norton replied there was jurisdiction over some items. Discussion ensued about the access, and its safety, to Roosevelt Road. Police Chief Norton stressed that traffic studies are only a prediction and

can be inaccurate in real life.

Trustee Thompson was concerned about the IDOT plans. He wanted to know if staff was aware that IDOT was going to widen the road. Staff replied they found out through this study and there was no timing indicated or guarantee that it would happen. The IDOT comments to the petitioner were reviewed by AVM/Community Development Director Rodman regarding how the comments affected the site map. She added that the petitioner needs to submit the new plan to IDOT for review.

Trustee Gould asked if this impacts the stacking issue at all. AVM/Community Development Director Rodman replied. The conversation continued on potential stacking issues that could occur but are not anticipated. The tacking is designed to go around the building to prevent stacking.

Trustee Thompson asked what is happening with Taylor Avenue. Public Works Director Buckley replied that when the development went in, the parcel was not part of the retention pond and the Village does not maintain it and is really an entrance for the business property. Trustee Thompson followed up by asking how far Taylor goes. Public Works Director Buckley replied and referenced the map. Conversation continued about other “dead ends” in the Village.

President Senak wanted to know how this configuration is different than the one across the street for Panera. Public Works Director Buckley replied it is “right in right out” access from Roosevelt Road with access on Nicole Way as well.

There was discussion about how much of a hill is really present at the petitioned location and why it is different from Panera. The absence of a third lane was brought up as the biggest difference.

George Lattis, the petitioner’s attorney, spoke to the Board about the approval being sought. Jake Moore, the civil engineer on the project; Chris Perry, the senior VP of Wilford Engineering; the current property owner as well as the franchisee/owner of 50 Popeye restaurants were also present. Mr. Lattis reviewed the approval process and steps taken with staff and commissions to date.

President Senak asked for confirmation of the truth of the statement that no less than five professionals have reviewed the traffic study and reached the same conclusion, that there was no material issue that relates to traffic. AVM/Community Development Director Rodman replied that it was revised and that the Village had no issue with its conclusion.

Mr. Lattis stated that his team was distressed not to get approval since the findings of the traffic study were positive. He spoke of the many steps they have taken to modify the plans in order to get approval for the project, adding that this has been going on for a year and a half. He said this was the team’s final attempt to make this project work for all parties, based on the final plans being submitted tonight and that they are willing to comply with all Village and staff requirements.

Trustee Kalinich asked if there was any consideration to limit the entrances to Nicoll Way and Taylor Avenue. Mr. Lattis replied it had not but would consider it to alleviate the concern. Mr. Perry then gave his perspective on the current access plan and options available.

Trustee Kalinich acknowledged the current design and asked if the left turns in and out of Taylor Avenue could be eliminated. The reply was “no,” based on IDOT’s control and perhaps it could be restricted at certain times of the day. The discussion turned to other left turn access on Roosevelt Road.

Attorney Mathews clarified that the engineering reports do not outright say it is a safe design, but rather that it meets requirements. He added that they do not say that it is a hazardous design either.

President Senak asked about the elevation issue at Route 53 and Roosevelt Road compared to Roosevelt and Nicoll Way, reiterating his opinion that the numbers show a difference in elevation but do not show that there is a hill. Trustee Gould responded and wanted to know what the change in elevation between the two was. President Senak replied 24 feet.

Trustee Christiansen clarified that the Board does not have a new storm water plan, landscaping plans, signage, or the final version of the easement document. Staff clarified that this was true. She added that there were some resident concerns about the type of business being proposed and that the Board had no control over this.

Trustee Thompson stated that the Board can decide about allowing the drive-thru. Attorney Mathews said that Code does not permit it and gave the reasons related to traffic flow. Discussion ensued of allowing a sit-down only restaurant being opened in this location without gaining a special use. Village Manager Franz replied that the special use was just for the drive-thru and explained the current zoning issue, with AVM/Community Development Director Rodman adding information to his response.

Mr. Lattis said that the site will be unique as a Popeyes visually.

Trustee Simon stated the everyone appreciates all that’s been done and that many people would be excited to have a Popeyes here, but increasing the traffic is a concern. President Senak agreed but wanted to know what data to rely on to make this decision and that the engineers should be taken into account when deciding to approve the project.

President Senak commented that the budget discussion was next on the agenda and suggested that one way to raise revenues is to add new businesses to the Village. He added that the Popeyes will generate more revenue than Danby’s Station. He asked for support of the project.

Trustee Kalinich brought up the Shell gas station and Starbucks, the exact same traffic studies were done and they are an issue. President Senak felt this was a valid concern but asked what evidence there is from someone trained to give their opinion. Discussion about the appropriateness of the site, and the risk involved with the increase in traffic volume, and not the actual type of business, continued amongst the Board.

Police Chief Norton agreed with both sides of the traffic issue but wanted to add the Starbucks, which the PD receives a lot of complaints about regarding the stacking on Roosevelt Road, does not have a high accident rate but does cause drivers to slow down and thus causes driver frustration. He explained that traffic law exists to prevent accidents and that there are a number of locations in the

Village that causes drivers to slow down. He reiterated that the Starbucks and Shell traffic situations were annoyances, not dangerous situations, nor ideal. He felt that any increase in accidents on Roosevelt Road is a hazard for the officers but that the proposal is not inherently dangerous. He suggested that perhaps there can be a condition that if it becomes a dangerous traffic situation the Village has the right to do something about it.

Trustee Christiansen understood both sides of the traffic concern but her biggest concern was the procedural issues of the five items that have not been received, as well as the denial from the Plan Commission. She was concerned about approving something that hasn't gone through the regular process and have the next petitioner who comes to the Village not be as earnest and forthright.

President Senak asked Trustee Christiansen that if the missing items get resolved, would she approve the project. Trustee Christiansen continued with her view that the proper process should be used for everyone to avoid a bad precedent. A hypothetical situation was given as the discussion continued with Mr. Lattis adding comments about the final items that are missing can be done to the level desired by the Village. Trustee Christiansen reiterated that consistency was important.

Trustee Gould stated that the order of operations is very important to her and concurred with Trustee Christiansen's statement. She was inclined to send it back to the Plan Commission with the full documents for review based on the petitioner's requests and not take into consideration the type of business it is. She also thought that three access points into the business seemed like a lot. She believed that there was a way to make this work.

Trustee Gould asked if the petitioner could buy the right of way on Taylor, Village Manager Franz replied it would be complicated, adding that the office building would probably want to keep their access.

Trustee Thompson said he likes Popeyes and that the Lisle restaurant does a great business but he felt that this Popeyes needed to find a different location in the Village that would accommodate the level of business Popeyes typically enjoy.

President Senak asked if the main concern was increased traffic due to drive-thru or the left turn access. The reply from Board members was both. He then asked about the lighting. Trustee Simon asked if the restaurant would be open until midnight. Trustee Gould said that dark sky lighting would be desired and the petitioner's lawyer agreed to this.

Concerns about the lack of need for variations was the next item discussed. Trustee Christiansen thought it was a little vague. Overall, the Board felt that there were many variations and the need exists. AVM/Community Development Director Rodman contributed some information about the sidewalk variation.

President Senak asked about community benefit. The Board agreed that the project would be a benefit to the community. Trustee Thompson added that the Village wants the business here because the food is fantastic. President Senak asked if there was another reason it would be a benefit. It was agreed that the additional tax revenue is definitely a benefit.

President Senak asked that if IDOT approves the current proposal, would that change the deliberations. It was agreed that a favorable outcome would be a

positive.

Trustee Simon wanted to follow-up on Trustee Thompson's comments and asked if the zoning was updated to allow the project to move forward, would the petitioner also be willing to look at an alternate site. Trustee Kalinich asked why they would consider another site if this one is allowed to move forward.

The petitioner said that they had looked at different sites, this one was the best for a viable site. He added that they need to consider the impact study radius. It said that there has been quite a bit of time and money invested already in getting approval and their goal tonight is that if they invest more, the project has a good chance of being approved. Trustee Simon appreciated knowing that other sites had been considered.

Village Manager Franz felt that most of the comments were based on the Taylor Avenue left-in left-out access and suggested making it right only as a solution to this major concern. Trustee Kalinich said this was what she had suggested previously.

Trustee Gould asked for Attorney Mathews' input on approval/denial and the implications of each.

Trustee Thompson asked if it was felt that the site can be triaged enough to fix all the issues. The Board was hopeful this was true. It was asked what needs to be done to keep the project alive and it was agreed that it needs to go back to the Plan Commission.

The petitioner felt that the Plan Commission was very firm with their opinion of the project and this would not be helpful in moving forward. That said, the Board felt that sending it back to the Plan Commission would fix the procedural issues. They also felt that additional reports now available, as well as the IDOT comments and training that the Commission has gone through regarding things not to consider in the approval process, would give them more thorough information and better process in which to make a decision.

Trustee Kalinich asked if Chairperson Loftus should be asked if there is value in sending it back to the commission. President Senak did not think this would be useful, given he was the only one that voted for approval.

The petitioner stated that he needs to close on the property by April.

One of the owners of Danby's Station and said he realizes it is a good location with challenges and that the petitioner is smart and has a great team and know what they are doing. They have been working on the deal since 2021 and from a restaurateur's point of view, the project is a winner.

Attorney Mathews analyzed special use as one vote requirement subject to zoning amendment and text amendment, which have a different vote requirement. He said special use would require four Trustees voting approval. The special use itself doesn't require that there are no variations; it's a matter of its use as a drive-thru restaurant concept be approved by this Board. AVM/Community Development Director Rodman said that one of the variations is tied to the design of the drive-thru but the question at hand is really, does the Board support the drive-thru and the variations are looked at as related to the overall site design, variations were not

specifically tied to the special use.

Attorney Mathews suggested that the Board could make one of two motions: approve the special use permit as set out in the ordinance, as a restaurant; or one that would require five votes, meaning President Senak would need to vote, to approve the zoning map and text amendment with variations and so forth because of the Comprehensive Plan being approved within the last 6 months.

Mr. Lattis asked for clarification on what these options would mean. Attorney Mathews replied and recommended that the special use and zoning map be voted on separately. AVM/Community Development Director Rodman replied that the special use is only allowed under the C3 zoning district, not the C4, so the special use cannot be granted unless the zoning is changed first.

Trustee Kalinich said she had no issue with the C3 zoning, which the business has already been operating as even though it is currently C4.

Trustee Simon wanted to clarify that the zoning would need to be approved first, and then approve the special use. AVM/Community Development Director Rodman replied that they need to go together, with the zoning being approved first. The zoning variation would need to go back to Plan Commission.

Village Manager Franz clarified that the issues were rezoning, special use, variances, and exterior appearance, and all could potentially be approved, except the variations.

Attorney Mathews suggested taking a 5-minute recess so he could verify some pertinent information. The Board agreed.

When reconvened, President Senak stated that there would be a vote on zoning map amendment, special use, and exterior appearance and that the zoning variations will be addressed at a different time. Village Manager Franz confirmed this adding a caveat that the petitioner seems willing to eliminate Taylor Avenue as an access point to the restaurant as a condition if the Board wants it. Discussion confirmed that the variances will be resubmitted and will not include this access.

Trustee Simon asked if the petitioner could come back to the Board with the revised variances or need to go back to the Planning Commission.

Trustee Kalinich asked if the exterior appearance included the site plan or what has been presented for the façade. The reply was this would be the façade so it would not need to go back to that Commission. There was further discussion about what needs to go back to a commission.

It was asked where the Taylor Avenue access condition would be attached: the map amendment, special use, or the zoning variations. The reply was it would be a condition of the special use because it affects the drive-thru.

J. Reconsideration of Fiscal Year 2024 Budget (Village Manager Franz) (Trustee Christiansen)

RESULTS:	APPROVED [4 to 1]
MOVER:	Trustee Christiansen
SECONDER:	Trustee Thompson
AYES:	Christiansen, Thompson, Kalinich, Simon
NAYS:	Gould

- 1) Motion, on reconsideration, to pass Ordinance No. 7067, Adopting the Village of Glen Ellyn Fiscal Year Budget beginning January 1, 2024, and ending December 31, 2024, notwithstanding the Village President's Veto, subject to attorney review.

The discussion below pertained to both Items J. and K.

Village Manager Franz explained that this item had been approved but a veto had been submitted by the Village President.

Attorney Mathews clarified that the tax levy was not vetoed in relation to the public library, just the portion related to the Village.

President Senak clarified that the veto he submitted was not for on the entire budget but to line items to the budget and there is a letter and memo that outlines exactly what was vetoed and why.

President Senak stated that his goal is to keep taxes as low as possible while still providing the services residents expect. He explained his approach to the budget cycle and the tax levy. He suggested budget reductions in an effort to control taxes. His line-item veto was meant to be a framework for looking at ways to reduce the budget and invited Board members to give their input.

Trustee Gould brought up the line items that caught her eye, particularly staff and that Full Time Equivalent (FTE) increases of staff were too much to do in one year. She gave her suggestions on staffing reductions.

Trustee Kalinich felt it was not her role as a Board member to go line by line to approve or disapprove, and when she's not agreed with certain budget increases, but the majority had been supportive, she had moved forward. She had also spoken with Village Manager Franz and asked where there might be savings in the 2023 budget. Manager Franz replied that it would not be fully known until after the year was over but anticipated that cost savings would be about \$150,000. She also asked him about one-time expense, a brine system (liquid de-icer) and how excess funds in January could abate a one-time expense. Discussion ensued and included Public Works Director Buckley.

President Senak appreciated to effort that Trustee Kalinich had put in to decrease the budget.

Finance Director Brankin presented the new tax levy with the abatement. He fielded questions about the allotment of funds within the budget. The abatements would be brought back to the Board in January for approval.

Trustee Gould asked what would happen if the \$150,000 from the one-time expense was not abated. Finance Director Brankin replied. She countered by saying she is not a big fan of abatements and would rather control taxes another way.

President Senak said he was not an abatement fan either but in the spirit of compromise, he was willing to go along with this.

Trustee Kalinich wanted to hear any further comments from the Trustees. Trustee Gould supported the abatement.

Patrick Van Tiem, resident, spoke about the line-item veto list and he appreciated it. He spoke about the Popeyes and Shell location, as well as the lack of revenue being realized from the Roosevelt Road site, and wondered what the holdup was on construction. He then talked about the upcoming District 87 referendum and the need for more tax revenue. His conclusion was that the Village has a tax problem because they have a spending problem.

President Senak confirmed that the Roosevelt Road site will be decided by January 2024 and the length of time it's taken is because it involves outside entities.

Norris Ebers, resident, spoke about the budget surplus for 2023 and the rumors of how much that amount might be. He thought that the surplus was to be guided to the Fire Fund. President Senak said that is being discussed.

Trustee Gould stated that she supports what is approved but was getting a sense that some don't, so did not feel comfortable supporting this without knowing. Trustee Thompson said he would not commit until he knows the numbers and Trustee Simon added that it's on the table.

K. Reconsideration of 2023 Property Tax Levy (Village Manager Franz) (Trustee Christiansen)

RESULTS:	APPROVED [4 to 1]
MOVER:	Trustee Christiansen
SECONDER:	Trustee Thompson
AYES:	Christiansen, Thompson, Kalinich, Simon
NAYS:	Gould

- 1) Motion, on reconsideration, to pass Ordinance No. 7068, Adopting the Property Tax Levy and Assessment of taxes for the Village of Glen Ellyn Fiscal Year beginning January 1, 2024, and ending December 31, 2024, notwithstanding the Village President's Veto, subject to attorney review.

L. Other Business

M. Adjourn – 11:00 P.M.

Mover: Trustee Kalinich; Second: Trustee Christiansen. Unanimous vote to adjourn.

Adjourn for the Purpose of discussing the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, Section 2.06, ILCS 120/2 (c)(1) without returning to open session

Executive Session was tabled to a future date to be determined.



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

Meeting 4/22/2024 7:00 PM
Department: Administration
Department Head: Emily Rodman
Category: Ordinance
Prepared By: Meredith Hannah

**AGENDA ITEM (ID
2024-18)**

DOC ID: 2024-18

Motion to approve Ordinance 8002-VC, An Ordinance to amend the Liquor License Control Code Chapter 19 of Title 3, Section 12 (Restriction on Number of Licenses) for Class B-1 (Attorney Mathews)

Statement of the Issue:

Nemec Brothers Pizza has applied for a Class B-1 Liquor License for their new business at 542 Crescent Boulevard.

Analysis:

The Village has received a completed application for a liquor license for Nemec Brothers Pizza, 542 Crescent Boulevard. The applicant is requesting the Board approve a beer and wine liquor license, Class B-1. The Village would need to increase the number of liquor licenses permitted within this liquor license category.

Section 3-19-12 - Restriction on Number of Licenses
Class B-1 No more than 18

Budget Impact:

The applicant has paid their \$500 application fee and will remit a \$530 annual license fee for the remainder of this year and will pay \$2,500 upon their renewal in June 2024. Staff anticipate an increase in sales and food & beverage tax revenue from the new business.

Contribution to Strategic Plan

Development: Implement Economic Development strategy focused on overall commercial vitality, EAV growth and sales tax growth. Approving a liquor license for this new business supports a new business in downtown Glen Ellyn and increases sales and food & beverage revenue for the Village.

Action Requested:

Approve Ordinance as written.

Attachments:

1. Ord. XXX-VC Liquor License Restriction on Number of Licenses



Village of Glen Ellyn

Ordinance No. XXXX-VC

**An Ordinance Amending (Liquor Control Code)
Chapter 19 of Title 3, Section 12, Class B-1, Restriction on Number
of Liquor License of the Village Code of Glen Ellyn, Illinois**

**Adopted by the
President and the Board of Trustees
Of the Village of Glen Ellyn
DuPage County, Illinois
This _____ Day of _____, 2024.**

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 _____, 2024.

PREPARED BY AND MAIL TO:

VILLAGE OF GLEN ELLYN
ATTN: VILLAGE CLERK
535 DUANE STREET
GLEN ELLYN, IL 60137

Ordinance No. XXXX-VC

An Ordinance to Amend (Liquor Control Code) Chapter 19 of Title 3, Section 12 (Restriction on Number of Licenses) of the Village Code of Glen Ellyn, Illinois

Whereas, the Village of Glen Ellyn is an Illinois home rule municipal corporation; and

Whereas, the Village, pursuant to the Illinois Liquor Control Act, 235 ILCS 5/1-1 et seq., and its home rule powers, has established various classes of liquor licenses for the retail sale of alcoholic liquor in the Village and the number of permitted licenses within each class, as set forth in Chapter 19 of Title 3 (Liquor Control Code) of the Village Code of the Village of Glen Ellyn; and

Whereas, the President and Board of Trustees of the Village of Glen Ellyn deem it to be in the best interest of the Village to periodically review and update the liquor control ordinance of the Village as well as to, when appropriate, change the types of classifications and number of permitted liquor licenses in various classifications; and

Whereas, the President and Board of Trustees have determined that it is in the best interest of the Village to amend the Restriction on Number of Licenses for Class B-1 by 1.

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

Section One: The findings of fact and conclusions set forth hereinabove are hereby adopted by the President and Board of Trustees as the findings of fact and conclusion of the corporate authorities of the Village of Glen Ellyn.

Section Two: Chapter 19 of Title 3, Section 12 (Restriction on Number of Licenses) of the Glen Ellyn Village code (Liquor Control Code) is hereby modified to amend the following:

Class B-1 shall be amended to allow for no more than 18.

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

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

	Ayes		Nays		Absent
Fasules					
Gould					
Thompson					
Kalinich					
Simon					
Christiansen					
Senak (In event of a tie)					

Approved by the Village President of the Village of Glen Ellyn, Illinois this ____ day of _____, 2024.

Village President

Attest:

Village Clerk

AFFIX VILLAGE SEAL

(Published in pamphlet form and posted on the _____ day of _____, 2024.)



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

Meeting 4/22/2024 7:00 PM
Department: Administration
Department Head: Emily Rodman
Category: Grant
Prepared By: Meredith Hannah

AGENDA ITEM (ID
2024-255)

DOC ID: 2024-255

Motion to approve Central Business District (CBD) Construction Impact Grants to Bench 492 and The Bookstore of Glen Ellyn for \$4,500 each totaling \$9,000 to be expensed to the Corporate Reserve Fund (Economic Development Coordinator Hannah)

Statement of the Issue:

On September 25, 2023, The Village Board approved the creation of a Central Business District (CBD) Construction Impact Grant Program. As applications are received by staff and vetted, they will then be presented to the Village Board to approve.

Analysis:

Staff has received two (2) CBD Construction Impact Grant Applications which meet the criteria outlined by the Village Board:

- Located in Phase II of the CBD Utility and Streetscape Project.
- Occupy a bricks and mortar retail/restaurant or service business.
- Submitted the appropriate ST1 forms demonstrating a financial loss of sales during construction over the year prior to construction.
- Demonstrated a loss of revenue equal to or greater than 20% (\$4,500 grant benchmark) or 30% (\$6,000 grant benchmark).

Both Bench 492 and The Bookstore are just below the 20% threshold; however, when rounded up, they each meet the minimum 20% revenue loss. Five other applications were received and reviewed that did not meet the 20% minimum threshold, even when rounded up. Staff along with Trustees Kalinich and Fasules have reviewed these applications and are presenting them to the Village Board for consideration and grant approval:

Bench 492, 492 N Main Street, located in Phase II, demonstrated a loss of revenue equal to or greater than 19.54%, requesting a \$4,500 grant.

The Bookstore of Glen Ellyn, 475 N Main Street, located in Phase II, demonstrated a loss of revenue equal to or greater than 19.94%, requesting a \$4,500 grant.

Budget Impact:

The Village Board approved \$100,000 annually to support the CBD Construction Impact Grant

Program in the Corporate Reserve Fund (200000-521230).

Contribution to Strategic Plan

Action Requested:

The Village Board may approve the grants, deny the requests or approve another amount.

Attachments:

1. Reimbursement Spreadsheet For Board Agenda

CBD Construction Impact Grant Program - 2023 Account 126500-520130
2024 Account 20000-521230

	Date received	Applicant	Address	CBD Construction Phase	Loss, Year over Year 3 Month Period	% of Loss	Eligible for Grant Y/N (20%+)	Grant Total	Submitted to Village Board for Approval (date)	Submitted to Finance (date)	Total Funds Issued
1	10/3/2023	2 Hound Red	486 Pennsylvania Ave	Phase II	\$ 115,561.00	-36.45%	Y	\$ 6,000.00	10/23/2023	10/24/2023	\$ 6,000.00
2	11/6/2023	Veiled by Cha Cha	494 Crescent Blvd	Phase II	\$ 17,014.00	-20.33%	Y	\$ 4,500.00	11/13/2023	11/14/2023	\$ 10,500.00
3	12/7/2023	Marcel's	490 N Main St	Phase II	\$ 106,095.00	-31.22%	Y	\$ 6,000.00	1/22/2024	1/30/2024	\$ 16,500.00
4	12/7/2023	Marche	496 N Main St	Phase II	\$ 53,378.00	-20.80%	Y	\$ 4,500.00	1/22/2024	1/30/2024	\$ 21,000.00
5	1/15/2023	Stam	530 Pennsylvania Ave	Phase II	\$ 11,673.00	-21.82%	Y	\$ 4,500.00	2/12/2024	2/27/2024	\$ 25,500.00
6	1/23/2024	Eli Tea	507 Pennsylvania Ave	Phase II	\$ 31,960.00	-25.22%	Y	\$ 4,500.00	2/12/2024	2/20/2024	\$ 30,000.00
7	1/24/2024	Cabernet & Co	434 N. Main St	Phase I	\$ 43,711.00	-24.69%	Y	\$ 4,500.00	2/12/2024	2/20/2024	\$ 34,500.00
8	1/26/2024	Norabella Boutique	482 N Main St	Phase II	\$ 39,273.00	-53.91%	Y	\$ 6,000.00	2/12/2024	2/20/2024	\$ 40,500.00
9	1/29/2024	M and Em's	460 N Main St	Phase II	\$ 152,449.00	-40.00%	Y	\$ 6,000.00	2/12/2024	2/27/2022	\$ 46,500.00
10	2/1/2024	Ko-Ze Wine Bar	484 N Main St	Phase II	\$ 34,372.00	-25.56%	Y	\$ 4,500.00	2/12/2024	2/20/2024	\$ 51,000.00
11	1/31/2024	The Joy Bar	548 Crescent Blvd	Phase II	\$ 18,852.00	-21.98%	Y	\$ 4,500.00	3/11/2024	3/21/2024	\$ 55,500.00
12	12/4/2023	Bench 492	492 N Main St	Phase II	\$ 16,199.00	-19.54%		\$ 4,500.00	4/22/2024		
13	1/24/2024	The Bookstore	475 N Main St	Phase II	\$ 30,759.00	-19.94%		\$ 4,500.00	4/22/2024		



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

Meeting 4/22/2024 7:00 PM
Department: Administration
Department Head: Emily Rodman
Category: Award
Prepared By: Meredith Hannah

AGENDA ITEM (ID
2024-256)

DOC ID: 2024-256

Motion to approve a Facade Improvement Award in the amount of \$23,750 and a Fire Prevention Award in the amount of \$10,000 to 580Duane LLC at 580 Duane Street, to be expensed to the Central Business District TIF Fund (Economic Development Coordinator Hannah)

Statement of the Issue:

580Duane LLC, located at 580 Duane Street, just east of the US Bank site, are requesting a Facade Improvement and a Fire Prevention Award to assist with building improvements. The property was recently purchased and is being renovated for a real estate office, a permitted use in the C5B Zoning District.

Analysis:

The Facade Improvement Award Program was created to facilitate the private sector in making interior improvements to incentivize businesses to expand and/or relocate to the downtown central business district. Approved projects are eligible for up to a maximum of \$30,000 per award based on the following award scale per program:

Investments			Award		
Low			High		
\$	2,000.00	up to	\$	3,499.00	\$ 1,000.00
\$	3,500.00	up to	\$	4,999.00	\$ 1,750.00
\$	5,000.00	up to	\$	7,499.00	\$ 2,500.00
\$	7,500.00	up to	\$	9,999.00	\$ 3,750.00
\$	10,000.00	up to	\$	12,499.00	\$ 5,000.00
\$	12,500.00	up to	\$	14,999.00	\$ 6,250.00
\$	15,000.00	up to	\$	17,499.00	\$ 7,500.00
\$	17,500.00	up to	\$	19,999.00	\$ 8,750.00
\$	20,000.00	up to	\$	24,999.00	\$ 10,000.00
\$	25,000.00	up to	\$	27,499.00	\$ 12,500.00
\$	27,500.00	up to	\$	29,999.00	\$ 13,750.00
\$	30,000.00	up to	\$	32,499.00	\$ 15,000.00
\$	32,500.00	up to	\$	34,999.00	\$ 16,250.00
\$	35,000.00	up to	\$	37,499.00	\$ 17,500.00
\$	37,500.00	up to	\$	39,999.00	\$ 18,750.00

\$ 40,000.00	up to	\$ 42,499.00	\$ 20,000.00
\$ 42,500.00	up to	\$ 44,999.00	\$ 21,250.00
\$ 45,000.00	up to	\$ 47,499.00	\$ 22,500.00
\$ 47,500.00	up to	\$ 49,999.00	\$ 23,750.00
\$ 50,000.00	up to	\$ 52,499.00	\$ 25,000.00
\$ 52,500.00	up to	\$ 54,999.00	\$ 26,250.00
\$ 55,000.00	up to	\$ 57,499.00	\$ 27,500.00
\$ 57,500.00	up to	\$ 59,999.00	\$ 28,750.00
\$ 60,000.00	up to	+	\$ 30,000.00

The Fire Prevention Award Program supports the installation of fire alarm and sprinkler systems in buildings located in the C5A and C5B business districts and Roosevelt Road Tax Increment Financing (TIF) District. Financial awards are available to business owners or property owners, for no more than \$15,000, per building, per unit, and is paid based on the following award scale:

Investment		Award	
Low	High		
\$ 2,000.00	up to \$ 3,499.00	\$ 1,000.00	
\$ 3,500.00	up to \$ 4,999.00	\$ 1,750.00	
\$ 5,000.00	up to \$ 7,499.00	\$ 2,500.00	
\$ 7,500.00	up to \$ 9,999.00	\$ 3,750.00	
\$ 10,000.00	up to \$ 12,499.00	\$ 5,000.00	
\$ 12,500.00	up to \$ 14,999.00	\$ 6,250.00	
\$ 15,000.00	up to \$ 17,499.00	\$ 7,500.00	
\$ 17,500.00	up to \$ 19,999.00	\$ 8,750.00	
\$ 20,000.00	up to \$ 24,999.00	\$ 10,000.00	
\$ 25,000.00	up to \$ 27,499.00	\$ 12,500.00	
\$ 27,500.00	up to \$ 29,999.00	\$ 13,750.00	
\$ 30,000.00	up to +	\$ 15,000.00	

Award Issues

Applicants must install a minimum of \$2,000 of material improvements to be eligible for an award. Staff recognizes the following eligible costs outlined/identified in the application:

Facade Improvement Award Request

Windows	\$19,400.00
Exterior Paint	\$ 4,500.00
Roof	\$15,000.00
Masonry Repair	\$10,000.00
Total Eligible Facade Expenses	\$48,900.00
Total Facade Award	\$23,750.00

Fire Prevention Award Request

Smoke detectors, heat detectors, strobes, ducts
and

complete installation of fire prevention system	\$23,654.00
Total Eligible Fire Prevention Expenses	\$23,654.00
Total Interior Improvement Award	\$10,000.00

The funds requested are consistent with the intent of the Award programs. In addition to the award eligible items above totaling \$72,554, the applicant is investing an additional \$601,100 in the overall project.

Budget Impact:

The Village Board approved \$125,000 for the downtown award programs (including the Downtown Retail Interior Improvement, Façade Improvement and Fire Prevention) from the Downtown TIF, \$15,000 for Roosevelt Road and Historic Stacy's Corners commercial district from the General Fund for Façade Awards and \$15,000 from the Roosevelt Road TIF for Fire Prevention Assistance Program for businesses within the Roosevelt Road TIF district as part of the 2024 annual budget. To date, the Board has awarded \$63,750 in downtown awards, with \$61,250 available in the downtown awards budget (CBD TIF Fund 25000-520406).

Contribution to Strategic Plan

Strategic Priority: Development. **Initiative:** Effective stewardship of incentives to support business recruitment and retention. Implement an Economic Development strategy focused on overall commercial vitality, EAV growth and sales tax growth. Coordinate award programs and assessment of value to the business community annually.

Action Requested:

Approve a Facade Award in the amount of \$23,750, and a Fire Prevention Award in the amount of \$10,000 to 580 Duane LLC. Alternatively, the Village Board may deny the request or the Village Board may approve a different amount.

Attachments:



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

Meeting 4/22/2024 7:00 PM
Department: Administration
Department Head: Emily Rodman
Category: Award
Prepared By: Meredith Hannah

AGENDA ITEM (ID
2024-275)

DOC ID: 2024-275

Motion to approve a Facade Improvement Award in the amount of \$28,750 to Genesis Venture, LLC for the property located at 481 N Main Street, to be expensed to the Central Business District TIF Fund (Economic Development Coordinator Hannah)

Statement of the Issue:

Mr Jimmy Li, the property owner of 481 N Main Street, is requesting a Facade Improvement Award to assist with building improvements associated with repairing and replacing the property's historic slate roof.

Analysis:

The Facade Improvement Award Program was created to facilitate the private sector in making interior improvements to incentivize businesses to expand and/or relocate to the downtown central business district. Approved projects are eligible for up to a maximum of \$30,000 per award based on the following award scale per program:

Investments			Award		
Low			High		
\$	2,000.00	up to	\$	3,499.00	\$ 1,000.00
\$	3,500.00	up to	\$	4,999.00	\$ 1,750.00
\$	5,000.00	up to	\$	7,499.00	\$ 2,500.00
\$	7,500.00	up to	\$	9,999.00	\$ 3,750.00
\$	10,000.00	up to	\$	12,499.00	\$ 5,000.00
\$	12,500.00	up to	\$	14,999.00	\$ 6,250.00
\$	15,000.00	up to	\$	17,499.00	\$ 7,500.00
\$	17,500.00	up to	\$	19,999.00	\$ 8,750.00
\$	20,000.00	up to	\$	24,999.00	\$ 10,000.00
\$	25,000.00	up to	\$	27,499.00	\$ 12,500.00
\$	27,500.00	up to	\$	29,999.00	\$ 13,750.00
\$	30,000.00	up to	\$	32,499.00	\$ 15,000.00
\$	32,500.00	up to	\$	34,999.00	\$ 16,250.00
\$	35,000.00	up to	\$	37,499.00	\$ 17,500.00
\$	37,500.00	up to	\$	39,999.00	\$ 18,750.00
\$	40,000.00	up to	\$	42,499.00	\$ 20,000.00

\$ 42,500.00	up to	\$ 44,999.00	\$ 21,250.00
\$ 45,000.00	up to	\$ 47,499.00	\$ 22,500.00
\$ 47,500.00	up to	\$ 49,999.00	\$ 23,750.00
\$ 50,000.00	up to	\$ 52,499.00	\$ 25,000.00
\$ 52,500.00	up to	\$ 54,999.00	\$ 26,250.00
\$ 55,000.00	up to	\$ 57,499.00	\$ 27,500.00
\$ 57,500.00	up to	\$ 59,999.00	\$ 28,750.00
\$ 60,000.00	up to	+	\$ 30,000.00

Award Issues

Applicants must install a minimum of \$2,000 of material improvements to be eligible for an award. Staff recognizes the following eligible costs outlined/identified in the application:

Facade Improvement Award Request	
Slate tiles, copper flashing and repair	\$59,000.00
Total Eligible Facade Expenses	\$59,000.00
Total Facade Award	\$28,750.00

The funds requested are consistent with the intent of the Award programs.

Budget Impact:

The Village Board approved \$125,000 for the downtown award programs (including the Downtown Retail Interior Improvement, Façade Improvement and Fire Prevention) from the Downtown TIF, \$15,000 for Roosevelt Road and Historic Stacy's Corners commercial district from the General Fund for Façade Awards and \$15,000 from the Roosevelt Road TIF for Fire Prevention Assistance Program for businesses within the Roosevelt Road TIF district as part of the 2024 annual budget. To date, the Board has awarded \$97,500 in downtown awards, with \$27,500 available in the downtown awards budget (CBD TIF Fund 25000-520406). This request would put the fund over budget by \$1,250 in CY24. This fund is often cyclical, as some years funds are not fully spent and other years the fund has exceeded budgeted amounts. In previous years, Village Boards have supported these requests as a way to encourage businesses to invest in their business and property on a timeframe that makes sense to the applicant.

The CBD TIF fund continues to have a healthy reserve of over \$700K. We anticipate additional requests this year and staff believes that additional award requests can and should be supported as funds are available for these types of programs. Staff will review the history of this fund and adjust budget dollars in future years.

Contribution to Strategic Plan

Strategic Priority: Development. **Initiative:** Effective stewardship of incentives to support business recruitment and retention. Implement an Economic Development strategy focused on overall commercial vitality, EAV growth and sales tax growth. Coordinate award programs and assessment of value to the business community annually.

Action Requested:

Approve a Facade Award in the amount of \$28,750, to Genesis Venture LLC. Alternatively, the Village Board may deny the request or the Village Board may approve a different amount.

Attachments:



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

Meeting 4/22/2024 7:00 PM
Department: Public Works
Department Head: Dave Buckley
Category: Contract
Prepared By: John Hubsy

AGENDA ITEM (ID
2024-259)

DOC ID: 2024-259

Motion to authorize the Village Manager to execute a Three-Year Contract Extension, Pursuant to Section 1-10-2 (B), with OpenGov Inc., of San Francisco, CA for continued use of the Cartegraph Asset Management Software in a not-to-exceed Amount of \$204,611.21 to be expensed to the Water & Sewer Fund (50%) and Motor Fuel Tax Fund (50%) (Public Works Director Buckley)

Statement of the Issue:

Public Works (PW) uses the software OpenGov Asset Management (formerly known as Cartegraph OMS), to support and facilitate many aspects of the Department including operations, management, and planning. Continued use of this integrated product requires periodic renewal of the service contract. As a specialized piece of software, competitive bidding can be waived per section 1-10-2 (B) of the Village code.

Analysis:

Public Works has used Cartegraph for asset management since the early 2000s, moving away from paper records and the use of multiple, independent databases. In 2014, the shift was made to Cartegraph OMS, a web-based version with GIS integration. This update not only allowed for mapping of assets but was the start of mobile use of the software by staff, providing access to data in the field for operations crews. There are currently 41 different assets tracked in the system and staff continues to expand the use of the software with current implementation of facilities, starting with the Civic Center Parking Garage. Tasks are used to track time and costs, allowing for reporting and analysis of efficiencies. Future growth with the software's capabilities will allow for planning by utilizing the integrated AI for running scenarios that can assist with CIP planning and predicting life expectancy of assets.

The software also serves as the customer request system for PW, incorporating SeeClickFix (SCF), which is an online portal where residents can report non-emergency issues that went live in August 2021. With automation, the request is sent directly to the division that needs to investigate the complaint and is even setup to send back updates on the status or completion of the request. A review of the system in early April shows there have been almost 17,000 requests entered into the system with over 1,600 of those submitted through SCF. As an example, resident requests for block parties are handled through SCF, automating everything from the review and approval process to ensuring that the barricades are dropped off and picked up in a timely manner.

This software can be expanded for use by other Village departments, with Finance already partially working within the system for aspects related to water meters. Issues like high water readings, check for leaks, and other customer service related issues are input into SCF by staff, automated to create the requests and tasks in the asset management software, and returns the results of the work completed by PW to Finance. These types of workflows speed up response times and help ensure that requests and issues are less likely to be missed than when the same processes were completed with phone calls, faxes, and paper records.

In 2022, OpenGov acquired Cartegraph to be the asset management portion of their umbrella of software services with the name transitioning in 2023 from Cartegraph OMS to OpenGov Asset Management. The software has remained essentially the same with the transition and staff have found that the customer service and continued development of the product has remained at much the same level.

Budget Impact:

With the acquisition by OpenGov, one of the major changes incorporated was a switch to unlimited user licenses. Under the old service model, the Village paid for a set number of seats and if those were all utilized, then the Village would need to request more licenses at a higher cost. This change to an unlimited model is now the typical industry standard. The costs of an unlimited model are often higher, but it does allow for expanded use and access by the organization without any concern about outgrowing the software.

The current service contract expires at the end of June 2024. Staff began discussions with OpenGov about a new contract in early 2023 and worked through the concerns of the increased costs of the unlimited model. As a long-standing customer of Cartegraph, OpenGov was willing to negotiate a phased implementation of the costs for the unlimited format for the three years instead of an approximate 12% increase from the 2023-24 cost if applied in year one. Any future service agreements would allow for the annual increases to be reviewed and expected to be in a more typical range of 3-5%. The following is a breakdown of the costs by year with the associated amounts going to Water (50100-520975), Sewer (50200-520975), and MFT (21000-520975).

	Water (25%)	Sewer (25%)	MFT (50%)	Total	Increase
July '24 - June '25	\$ 15,747.33	\$ 15,747.33	\$ 31,494.66	\$ 62,989.32	7.69%
July '25 - June '26	\$ 17,270.96	\$ 17,270.96	\$ 34,541.93	\$ 69,083.85	9.68%
July '26 - June '27	\$ 18,134.51	\$ 18,134.51	\$ 36,269.02	\$ 72,538.04	5.00%

Contribution to Strategic Plan

Infrastructure - a) Develop the Capital Improvement Plan (CIP) - The OpenGov Asset Management software is a tool to help manage and tracks assets for the Village with future ability to expand the use to leverage scenario building for assisting with the creation of capital planning.

Infrastructure - b) Facility Improvements - There is functionality for tracking and managing facilities within the software, with the first step in utilizing this software taken to bring the Civic Center Garage into the system as an asset.

Action Requested:

Staff requests that the Village Board authorize the Village Manager to execute a three year contract with OpenGov for continued use of the asset management software in the not-to-exceed amount of \$204,611.21 to be expensed yearly to the Water & Sewer and the Motor Fuel Tax Funds.

Attachments:

1. OpenGov GE Contract 7.2024-6.2026



OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number: OG-0012289
Created On: 10/6/2023
Order Form Expiration: 6/30/2024
Subscription Start Date: 7/1/2024
Subscription End Date: 6/30/2027

Prepared By: Audrey Helle
Email: ahelle@opengov.com
Contract Term: 36 Months

Customer Information			
Customer:	Village of Glen Ellyn, IL	Contact Name:	Dave Buckley
Bill To/Ship To:	535 Duane Street Glen Ellyn, IL United States	Email:	dbuckley@glenellyn.org

Order Details	
Billing Frequency: Annually in Advance	
Payment Terms: Net Thirty (30) Days	

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Fee
SeeClickFix	7/1/2024	6/30/2025	\$14,258.50
Enterprise Asset Management <i>Facilities Domain, Sanitary Sewer Domain, Stormwater Domain, Walkability Domain, Water Distribution Domain, Flood Protection Domain, Parks & Recreation Domain, Signal Domain, Transportation Domain</i>	7/1/2024	6/30/2025	\$45,978.81
Integration Toolkit	7/1/2024	6/30/2025	\$917.34
Internal Requests	7/1/2024	6/30/2025	\$305.78
Asset Builder	7/1/2024	6/30/2025	\$611.55
Scenario Builder	7/1/2024	6/30/2025	\$917.34
SeeClickFix	7/1/2025	6/30/2026	\$14,971.42
Enterprise Asset Management <i>Facilities Domain, Sanitary Sewer Domain, Stormwater Domain, Walkability Domain, Water Distribution Domain, Flood Protection Domain, Parks & Recreation Domain, Signal Domain, Transportation Domain</i>	7/1/2025	6/30/2026	\$51,222.81
Integration Toolkit	7/1/2025	6/30/2026	\$963.21
Internal Requests	7/1/2025	6/30/2026	\$321.07
Asset Builder	7/1/2025	6/30/2026	\$642.13
Scenario Builder	7/1/2025	6/30/2026	\$963.21
SeeClickFix	7/1/2026	6/30/2027	\$15,719.99
Enterprise Asset Management <i>Facilities Domain, Sanitary Sewer Domain, Stormwater Domain, Walkability Domain, Water Distribution Domain, Flood Protection Domain, Parks & Recreation Domain, Signal Domain, Transportation Domain</i>	7/1/2026	6/30/2027	\$53,783.95
Integration Toolkit	7/1/2026	6/30/2027	\$1,011.37
Internal Requests	7/1/2026	6/30/2027	\$337.12
Asset Builder	7/1/2026	6/30/2027	\$674.24
Scenario Builder	7/1/2026	6/30/2027	\$1,011.37
OpenGov Conference Attendee (2)	7/1/2024	6/30/2027	\$0.00

Annual Subscription Total: See Service Terms

Service Terms

Service Date:	Amount:
July 1, 2024	\$62,989.32
July 1, 2025	\$69,083.85
July 1, 2026	\$72,538.04

Order Form Legal Terms

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at <https://opengov.com/terms-of-service/master-services-agreement/>.

The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work. Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

Village of Glen Ellyn, IL

Signature: _____

Name: _____

Title: _____

Date: _____

OpenGov, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____



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

Meeting 4/22/2024 7:00 PM
Department: Public Works
Department Head: Dave Buckley
Category: Award
Prepared By: Ellen McKenna

AGENDA ITEM (ID
2024-260)

DOC ID: 2024-260

Motion pursuant to Section 1-10-7 of the Glen Ellyn Village Code to adopt the Competitive Bidding Procedures of the Suburban Purchasing Cooperative in lieu of the provisions of Chapter 10 on Village Contracts and authorize the Village Manager to execute a contract with Superior Road Striping of Bartlett, Illinois, for the 2024 Pavement Line Striping Program in the amount of \$100,000 to be expensed to the General 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 contracts for the 2024 Pavement Line Striping Program in the Village of Glen Ellyn. The contract includes striping for both asphalt and concrete pavement at various strategic locations throughout the Village.

Analysis:

Pavement markings including, but not limited to, centerlines, lane lines, stop bars, and crosswalks serve an important role in guiding and protecting motorists, pedestrians, and cyclists. Locations targeted for this year's program include intersections that were not refreshed in 2022 or 2023 and longlines that were inspected and determined to require re-striping. Thermoplastic markings are typically used on asphalt pavement, while modified urethane will be used on concrete pavement.

Annually, both the Suburban Purchasing Cooperative (SPC) and DuPage County (DPC) solicit competitive bids for pavement marking or choose to extend unit pricing from a previous year's competitive bidding process. On March 20, 2024, the SPC approved the award of a new pavement marking and labor contract to the lowest responsible and responsive bidder, Superior Road Striping. Superior Road Striping was also determined to be the low bidder for DuPage County's contract, which was awarded at the March 26th DPC Board meeting. The unit prices that the SPC received were marginally lower than the DPC pricing for both thermoplastic and modified urethane markings. While construction costs have gone up considerably over the last two years, Superior Road Striping's unit prices remained level or decreased an average of 5% from last year's prices.

Staff accordingly recommends utilizing the Suburban Purchasing Cooperative contract with Superior Road Striping for the Village's 2024 street painting maintenance program. The Village will save approximately \$4,500 using SPC unit prices vs. DPC unit prices. If awarded, Superior Road Striping

will complete the work in multiple mobilizations and is ready to start in May.

The following two tables detail the 2024 unit prices for the SPC and DPC contracts:

Summary of Pricing for Thermoplastic (Asphalt) Pavement Markings			
Item Description	Unit	2024 Suburban Purchasing Cooperative Unit Prices	2024 DuPage County Unit Prices
4" Line	LF	\$0.70	\$0.70
6" Line	LF	\$0.90	\$0.90
8" Line	LF	\$1.20	\$1.40
12" Line	LF	\$2.00	\$2.00
24" Line	LF	\$4.75	\$5.00
Letters & Symbols	SF	\$4.75	\$5.00
Preform Thermoplastic Bike Marking/ Chevrons	EA	\$350.00	-
Pavement Marking Removal	SF	\$0.35	\$0.45

Summary of Pricing for Modified Urethane (Concrete) Pavement Markings			
Item Description	Unit	2024 Suburban Purchasing Cooperative Unit Prices	2024 DuPage County Unit Prices
4" Line	LF	\$0.65	\$0.85
6" Line	LF	\$1.00	\$1.00
8" Line	LF	\$1.50	\$1.60
12" Line	LF	\$2.00	\$3.00
24" Line	LF	\$5.00	\$6.00
Letters & Symbols	SF	\$5.00	\$6.00
Pavement Marking Removal	SF	\$0.35	\$0.45

Budget Impact:

The FY2024 budget provides funding for *Contract Line Striping* in the amount of \$120,000. Resulting funding for the 2024 contract is shown as following:

Contract Line Striping Funding Table				
Item	Funding Source	Account Number	Budget Amount	Recommended Amount
Contract Line Striping – Asphalt and Concrete	General Fund	143300-521035	\$120,000	\$100,000
Total Recommended Funding:				\$100,000

Contribution to Strategic Plan

The project fulfills the following Village of Glen Ellyn Strategic Priority and Initiatives:

Strategic Priority: Infrastructure

Initiative: Safe and Reliable Streets

Action Requested:

Engineering staff recommends the Village Board of Trustees make and approve the following motion at the April 22, 2024, Village Board Meeting:

Motion Pursuant to Section 1-10-7 of the Glen Ellyn Village Code to Adopt the Competitive Bidding Procedures of the Suburban Purchasing Cooperative in Lieu of the Provisions of Chapter 10 on Village Contracts and Authorize the Village Manager to Execute a Contract with Superior Road Striping of Bartlett, Illinois, for the 2024 Pavement Line Striping Program in the amount of \$100,000 to be expensed to the General Fund.

Attachments:

1. 2024 Suburban Purchasing Cooperative Award of Contract to Superior Road Striping



A Joint Purchasing Program For Local Government Agencies

March 20, 2024

Mr. Brian Patterson
Director of Contracts & Administration
Superior Road Striping, Inc.
225 Miles Parkway
Bartlett, IL 60103

Dear Mr. Patterson,

This letter is to inform you that the Suburban Purchasing Cooperative's Governing Board has approved the award of the SPC 2024 Thermoplastic &/or Urethane Lane Marking Material and Labor Road Marking Program (Contract #229) to Superior Road Striping, Bartlett, IL based on your response as the lowest responsive, responsible bidder and being in compliance with all bid specification requirements.

With the acceptance of this contract, Superior Road Striping, agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded. The duration of the contract is Contract shall be in force from April 12, 2024 through April 11, 2025. The SPC reserves the right to extend the contract for up to (3) three additional one-year terms upon mutual agreement on a negotiated basis.

With the acceptance of this contract, Superior Road Striping agrees to all terms and conditions as set forth in the specifications contained within the Request for Proposals to which you responded. This award is not in conjunction with the Illinois Department of Transportation, so participating communities will not be utilizing Motor Fuel Tax (MFT) funds. However, Superior Road Striping must comply with all IDOT rules and regulations, as well as prevailing wage and certified payroll.

The SPC looks forward to another productive year working with Superior Road Striping. Please sign and date the agreement below and return an original to my attention and retain a copy for your files.

Sincerely,

Ellen Dayan, CPPB
NWMC Program Manager for Purchasing

3/20/24

Signed: Ellen Dayan
Date 03/20/24

Name Date

**DuPage Mayors &
Managers Conference**
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

**Northwest Municipal
Conference**
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan
Phone: (847) 296-9200
Fax: (847) 296-9207

**South Suburban Mayors
And Managers Association**
1904 West 174th Street
East Hazel Crest, IL 60429
Kristi DeLaurentiis
Phone: (708) 206-1155
Fax: (708) 206-1133

**Will County
Governmental League**
15905 S. Frederick Street
Plainfield, IL 60586
Cherie Belom
Phone: 815-254-7700



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

Meeting 4/22/2024 7:00 PM
Department: Information Technology
Department Head: Justin Chiappetta
Category: Agreement
Prepared By: Justin Chiappetta

AGENDA ITEM (ID
2024-280)

DOC ID: 2024-280

Motion to authorize the Village Manager to execute a contract for consulting services with Baker Tilly US, LLP of Chicago, Illinois for the Community Development software implementation in the not-to-exceed amount of \$95,800 to be paid out of the Corporate Reserve Fund (AVM/Community Development Director Rodman/IT Director Chiappetta)

Statement of the Issue:

In February 2023, the Village selected Baker Tilly to provide consulting services for phases 1-3 of the Community Development Software project with a 4th phase (Software Implementation) being able to be exercised when the software package was selected. This will include the general project management, build-out of industry standard processes and procedures, configuration documentation, change management support, data migration and testing of the different components of the software.

Analysis:

Please see the attached Phase 4 scope of work provided by Baker Tilly.

Budget Impact:

The contract cost is a not-to-exceed amount of \$98,500. \$115,800 is budgeted in the Corporate Reserve Fund (20000-521055) for consultant service to assist with software implementation.

Contribution to Strategic Plan

This initiative is one of the priority projects identified in the 2020-2024 Strategic Plan.

2023 Goal

Strategic Priority: Development; **Initiative:** Successful growth, development, annexation & business retention. *Complete a thorough assessment of the community development needs and identify and purchase software system to meet those needs by January 2024.*

2024 Goal: Village Board High Priority Goal

Strategic Priority: Workforce and Operations; **Initiative:** Once a software has been selected, implement the new Community Development software with assistance from a consultant to ensure best practices are established through the implementation of the new software system by May 2025.

Action Requested:

Approve and authorize the Village Manager to execute a contract for Consulting Services with Baker Tilly US, LLP of Chicago, Illinois for the Community Development software implementation in the not-to-exceed amount of \$95,800.

Attachments:

1. Glen Ellyn Implementation Scope of Work

RE: Community Development Software Implementation
DATE: October 25, 2023

This Scope of Work is attached by reference to the Village of Glen Ellyn, IL engagement letter (the “Engagement Letter”) dated 2/15/2023 between the Village of Glen Ellyn (the “Client”) and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly.

Scope of work

Baker Tilly (“BT”) will perform the following services in support of the community development software implementation project:

- ❖ Provide system implementation support to supplement Village project management support

Project Approach and Timeline

Project Approach

The following outlines our approach and key deliverables. We will work collaboratively with the Village throughout the life of the implementation to determine the type and level of support most needed by the Village. Circumstances can change regularly throughout an implementation and our approach is to be flexible and adaptable to the Village’s needs.

Implementation project management support	
Major activities	Deliverables
• Review selected vendor kick-off materials, project plan and timeline to ensure incorporation of best practices and reflection of Village priorities. • Participate in system design workshops to guide process decisions and document decision outcomes. • Testing process management including test script development and testing tracking and remediation. • Perform change management services by providing recommendations on project communication, assessing user readiness and monitoring training effectiveness. • Prepare the Village for system adoption through the creation of comprehensive user manuals. User manuals incorporate step-by-step instructions with screenshots based on Village specific processes. • Assist the Village with overall project and vendor management including monitoring the project timeline and impacts of timeline deviations on the project, appropriately elevating decisions and identified risks as they arise and other ad hoc project management.	• System design workshops decision documentation • Change management monitoring memo at key milestones which will assess organizational readiness, subject matter expert readiness and overall project risk • User acceptance testing scripts • Risk and issues log • Comprehensive user manuals

The selected software vendor, the Village and Baker Tilly will all play a role in the successful implementation of the new community development software. Our project scope and hours assumes that the Village will take the lead and provide the primary project support on the following aspects of the implementation:

- Vendor payments and contract compliance.
- Ensuring that the Village staff and resources such as meeting space and technology, required for implementation working sessions are available.
- Making all final decisions on process steps and system design. Baker Tilly will provide support by facilitating conversation, making process recommendations, and documenting decisions.
- Communicating project status to elected officials and other stakeholders.
- Drafting and releasing any internal or external communications (Baker Tilly can provide recommendations and support for the content of communications).
- Procurement of any hardware related to the software implementation.
- Data cleanup and entry required for data conversion.
- System testing. Baker Tilly will review test scripts, manage the testing process, and ensure testing issues are remediated. Village staff will conduct testing exercises.

Project Timeline

The project timeline will be dependent on the implementation timeline of the selected software vendor. Baker Tilly anticipates beginning work on the future state process development pre-implementation.

Project Staffing

We plan to staff this engagement with the following resources:

Kate Crowley, Principal

Partner in Charge

Kate leads Baker Tilly's Public Sector Advisory practice and has spent her career helping local governments achieve success in internal operations projects, strategize around organizational goals and economic development and bring together diverse groups of stakeholders to reach consensus around pivotal organizational decisions.

Caitlin Humrickhouse, Director

Engagement Director

Caitlin has 11 years of experience providing management consulting services with a focus on resource optimization, assisting governmental entities in their efforts to ensure the resources available (people, processes, and technology) are used in the most efficient manner. She has served as project manager on numerous system implementation projects similar in size to the Village of Glen Ellyn.

Caitlin will provide project oversight, participate in project meetings, and support project deliverable development.

Isaac Bales, Manager

Project Manager

Isaac provides a variety of services to his public sector clients, including system selection, business process reviews, and organizational/operational assessments. Isaac's clients include



local governments, public utilities and other public sector organizations. His exposure to organization wide reviews allows for the ability to understand how each system and department are interconnected.

Isaac will be the primary point of contact for the Village and direct the day-to-day activities of the project team.

Megan Miles and Chris Strom

Senior Consultants

Megan specializes in providing consulting services to public sector clients. Prior to her employment at Baker Tilly, she worked within local government for over six years working directly with village leaders.

Christopher has first-hand public sector experience in enterprise response planning projects, including community development modules. Before joining Baker Tilly, Chris managed a large system selection and implementation for a municipality. Since joining Baker Tilly, the majority of Chris' project work has centered on system selection and implementation. He also has experience with process design and documentation for community development processes.

Megan and Chris will provide onsite project support and deliverable development throughout the implementation.

Project Fees

The not-to-exceed fee for this project is **\$95,800**, which is a fully burdened quote inclusive of fees, expenses, and travel costs. We will only invoice the Village for work performed. The table below estimates the hours associated with each major implementation activity. These are estimates based on the level of support we think the Village may require in each category and hours may move from category-to-category, without impacting the total.

Phase	Hours
Implementation kick-off, review of vendor project framework documents and recommended changes to reflect Village priorities	25
Participate in system design workshops, document key decisions	70
Review test scripts, manage testing process, and ensure testing issues are remediated	60
Prepare for system adoption by creating comprehensive user manuals with step-by-step system use instructions	120
Change management support providing regular assessment of user readiness for adoption, advising on internal and external communications and providing ad-hoc recommendations to proactively address change.	70
General project management support and risk and issue documentation and escalation management	105
Total	450

Our approach will include tailoring schedule, staffing, and fees to your needs upon selection of BT as your service provider. We will bill monthly and plan to discuss billing/budget during our periodic status meetings to ensure there is alignment on budget expenditures.

In the event circumstances and/or engagement objectives change, we will obtain specific authorization from you prior to incurring any additional fees. Billings will be rendered monthly and payment shall be made within 30 days of receipt.

If additional work is requested and authorized by the Client that is outside of the scope of services, Client will be notified and it will be invoiced at our standard hourly rates or an additional scope will be agreed upon.

We are pleased to have this opportunity to be of service to you. Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. If you have any questions, please do not hesitate to call Isaac Bales at 317.465.1659 or isaac.bales@bakertilly.com.

Sincerely,



Kate Crowley, Principal
Baker Tilly US, LLP
+1 (608) 240 6718
kate.crowley@bakertilly.com

Baker Tilly US, LLP

Signature Section:

The services and terms as set forth in this Scope of Work are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____



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

Meeting 4/22/2024 7:00 PM
Department: Information Technology
Department Head: Justin Chiappetta
Category: Agreement
Prepared By: Justin Chiappetta

AGENDA ITEM (ID
2024-281)

DOC ID: 2024-281

Motion to authorize the Village Manager to execute a contract with The Davenport Group USA Ltd of Crystal Lake, Illinois for the LAMA Community Development software package in the amount of \$336,795.00, to be paid out of the Corporate Reserve Fund (AVM/Community Development Director Rodman/IT Director Chiappetta)

Statement of the Issue:

In 2022, the Village began the lengthy process of identifying potential solutions to streamline and automate the Village's permitting process and e-services. The Village engaged Baker Tilly in early 2023 to assist with the evaluation process. At the March 18, 2024 Village Board Workshop, staff presented a recommendation to move forward with The Davenport Group to purchase the LAMA software product. The proposed contract is for three years. The first year of the contract is \$258,500.00 and includes the cost of the software, support and implementation. The subsequent two years will be renewed on an annual basis for \$38,760.00 (Year 2) and \$39,535 (Year 3) for a total contract amount not to exceed \$336,795.00.

Analysis:

Background Executive Summary

Staff explored the potential capabilities of the Village's existing ERP and toured several other communities to learn more about other potential long-term solutions. Through this process, the Village learned that a complete overhaul of the system was necessary and that the resources were not available in house to lead the project. Due to staffing challenges and the need to have stability at the project manager role, the Village Board elected to release an RFP for software selection and implementation consulting services, ultimately approving Baker Tilly to assist with the project in FY 2023.

Over the past several months, the IT and Community Development Departments have been working with the Village's consultant, Baker Tilly, to evaluate alternative software products to assist with permitting, inspections, plan review, parcel management, business registration, and other key functions both internal and external to the Community Development Department. Staff, in conjunction with Baker Tilly, has completed our evaluation and is recommending proceeding with entering into a contract with The Davenport Group for the purchase of the LAMA software product.

Please see the attached memorandum prepared by Baker Tilly that provides a detailed summary of the process used to select the software.

Proposed Contract

The proposed contract with The Davenport Group is attached. Please note that the number of user licenses was increased from 25 to 35 in the new cost proposal, which has increased the previous cost data presented at the March 18th Board Workshop. The license count was increased to provide access to other Village Departments outside of Community Development, which will need access to workflows and the ability to enter data.

The contract is for three years and includes an annual cost increase of 5% or the CPI, whichever is lower, after year three. Years two and three are locked in at a 2% increase as negotiated in the contract. The first year of the contract is \$258,500.00 and includes the cost of the software and implementation (\$220,500) as well as the first year of support (\$38,000). The subsequent two years will be renewed on an annual basis for \$38,760.00 (Year 2) and \$39,535 (Year 3) for a total contract amount not to exceed \$336,795.00.

The proposed contract includes an implementation schedule stated that the system will go live 1Q CY25. The contract has been reviewed by the Village Attorney, as well as our consultant, Baker Tilly.

Budget Impact:

The contract cost is an amount of \$336,795.00 with \$258,500.00 being expensed in FY 2024. In the 2024 budget, the Village has allocated \$300,000 in the Corporate Reserve Fund (20000-521055) for the purchase of the Community Development software.

Contribution to Strategic Plan

This initiative is one of the priority projects identified in the 2020-2024 Strategic Plan.

2023 Goal

Strategic Priority: Development; **Initiative:** Successful growth, development, annexation & business retention. *Complete a thorough assessment of the community development needs and identify and purchase software system to meet those needs by January 2024.*

2024 Goal: Village Board High Priority Goal

Strategic Priority: Workforce and Operations; **Initiative:** Once a software has been selected, implement the new Community Development software with assistance from a consultant to ensure best practices are established through the implementation of the new software system by May 2025.

Action Requested:

Motion to authorize the Village Manager to execute a contract with The Davenport Group USA Ltd of Crystal Lake, Illinois for the LAMA Community Development software package in the amount of \$336,795.00.

Attachments:

1. Glen Ellyn, IL - Community Development System Selection_Village Board Report
2. Davenport LAMA Software Contract

Date: March 18, 2024
To: Village of Glen Ellyn Board of Trustees
From: Caitlin Humrickhouse, Project Director
Isaac Bales, Manager
Chris Strom, Senior Consultant
Subject: Community Development Software System Selection Project

Project Background

In 2023, the Village of Glen Ellyn, Illinois (the “Village”) began efforts to re-evaluate the systems, functions, and processes used within the Community Development Department (the “Department”). The Village uses a combination of software and other home-grown processes including Tyler Munis, OnBase, Image Trend, GIS, Microsoft Excel, and paper filing systems. The Village has a strong desire to have a community development software system that improves overall operational efficiency through workflows and triggers, is easy to use (internally and externally), improves mobile functionality and online capabilities, and increases transparency and access to data.

The Village selected Baker Tilly to help identify the most appropriate options for replacing the Community Development Department’s current software system. The first step to identifying the most suitable software system is to understand the current system functionality gaps and assess the business needs for the future.

Before conducting a review of each of the Village’s functional areas within the Department, the Baker Tilly team conducted an executive visioning session to establish a high-level understanding of the Village’s challenges, project goals, and future needs.

The long-term vision for the Village’s Community Development software system is to maximize data management capabilities and increase business efficiencies with automated workflows, reduce manual processes, dependency on paper, and improve public access. Typically, where business processes are dependent upon paper and multiple, unconnected systems, the focus is on completing a transaction and not on the information itself or how it can be used to improve business operations. When you remove the focus away from the process, staff members can focus on data analysis and making data-informed decisions.

The long-term vision for the Village’s Community Development software system is based upon the following:

- **Public-facing Access/Online Portal:** The Village has a desire to create an online portal that allows residents and contractors who do business with the Village to access permitting, plan review documents, and applications; review the status of permits; view and schedule inspections; and apply for permits. This desire requires integration between the future software system and the Village’s website.
- **Automation and Efficiency:** The Village lacks automation and workflows for a majority of community development processes. If workflows exist, they are manual in nature or accomplished through paper. The Department desires to gain efficiency from automating workflows and routing for business processes. Automation will also increase the Department’s ability to deliver services more quickly as less manual effort is exerted.
- **Customer Support & Employee Training:** An appropriate level of customer support and ongoing employee training are important components of long-term system use. A new system will be a 10-to-15-year investment. The Village wants to ensure the system will adapt to changes in technology and regulatory requirements and that staff will have access to training on system updates. Additionally, other departments who need visibility into the system will need regular training and support.
- **Mobile Interface Capabilities:** The Village has a need for mobile interface capabilities to assist with functions in the field, such as, inspections and code enforcement. By introducing these enhanced capabilities, work hours needed to complete tasks may be reduced by eliminating redundancy in data recording.

Current State Needs Assessment

Following the executive visioning session, Baker Tilly conducted a needs assessment of the Village's current community development processes and any processes or functions that overlap between community development and other departments. This assessment was completed at a functional level and the information used was synthesized from the interviews and focus groups with staff and a review of documentation provided by the Village.

The assessment includes the following functional areas:

- Permitting and Inspections
- Parcel Management
- Code Enforcement
- GIS Integration
- Plan Review
- Finance Integration

The assessment interviews focused on how systems (paper, custom, off the shelf and word processing) work together to complete a given objective. The strengths and weaknesses of the functional processes were discussed, as well as unmet operational needs.

The following bullet-points provide a high-level summary of the operational challenges noted during the assessment:

- Current systems do not fully support business needs: Staff have developed manual workarounds to produce the desired results. Staff use the systems at hand as required, but they are acting as a data entry portal and not providing efficiency to processes.
- Lack of automation and workflows: The current system and manual processes do not provide an opportunity for automated workflows. Any 'routing' is handled through paper filing system processes, interoffice mail, and emails to staff on statuses of projects or appointments.
- Lack of a public-facing portal: The Village's current system does not have a public-facing portal or website visibility and access for residents, customers, builders, and anyone involved in the permitting and inspection process to view information on permit and inspection status, or schedule any of those services online.
- Manual processes are frequent: Electronic features, such as appointment making for inspections, workflows, plan review and resubmittal feedback loops are all performed manually. Additionally, any required or helpful documentation for these processes is not easily accessible for all staff involved in the process.

Request for Proposals

After the identifying the Department's needs, Baker Tilly in collaboration with the project steering committee developed and issued a request for proposals seeking responses from qualified software vendors to provide Community Development Software and Implementation Services. The general scope for this procurement included permitting and inspections, code enforcement, plan review, parcel management, GIS integration, and finance integration. Additionally, the request for proposals included over 500 functional requirements that represented the functionality the Village needed as well as functionality that is expected or is likely to be required in the future.

Qualified software vendors had about 45 days to respond to the request for proposals. The Village received proposal responses from BS&A Software, Central Square Technologies, LLC, Online Solutions, LLC (DBA CitizenServe), The Davenport Group (LAMA Software), GovBuilt, OpenGov, Speridian Technologies, and Tyler Technologies, Inc.

Vendor Proposal Assessment

Due to the length and detail of the submitted proposals, it can be cumbersome to sort through and compare the proposals. Therefore, Baker Tilly developed a report to help the Village filter the information by comparing each section of the vendors' proposals in side-by-side charts. A critical aspect of the request for proposals asks vendors to provide responses to the requested system requirements for each of the noted functional areas. The vendors were provided with six answer options to the software requirements. Below is a description of the six response options:

- F – Fully provided out of the box, or fully provided out of the box through basic configuration
- TP – Provided through a proposed third-party application or capability
- SR – Standard report provided through a built-in or proposed reporting tool
- NA – Not Available
- Mod – Provided through a technical modification of the software (i.e., a customization)
- CR – Custom report requiring development

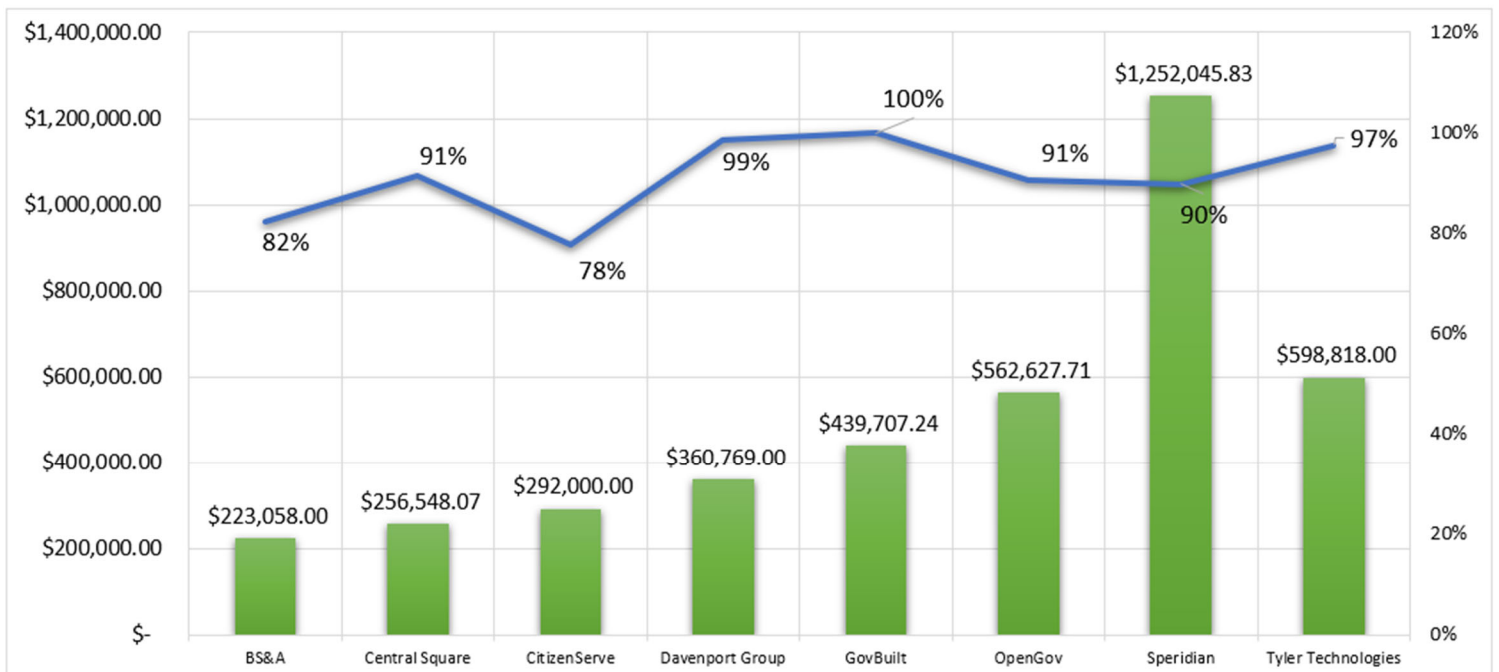
For review and comparison purposes, the six response options are split into two categories, “Favorable Response” or “Other Responses.” Answers considered “Favorable Responses” are F, TP, and SR. “Favorable Responses” indicates the proposed system has the full capability for the requested requirement. Responses of NA, Mod, and CR will be referred to as “Other Responses” throughout this report. “Other Responses” indicates the proposed system requirement is not available, necessitates modifications, and / or customizations. The following table specifically focuses on comparing the eight vendors based on “Favorable Response” per each system functional area.

Table 1 – Vendor System Requirements Response Overview

Response Type	BS&A	Central Square	Citizenserve	Davenport	GovBuilt	OpenGov	Speridian (Clariti)	Tyler
F	456	510	432	528	558	505	478	544
TP	3	0	1	0	0	0	10	0
SR	0	0	0	17	0	1	13	0
NA	95	43	79	6	0	28	7	9
Mod	2	0	28	4	0	3	34	1
CR	1	5	18	1	0	19	2	4
Total Responses	557	558	558	556	558	556	544	558
Total Questions	558	558	558	558	558	558	558	558
Percentage of Favorable Responses	82%	91%	78%	99%	100%	91%	90%	97%

Percentage of favorable responses is good metric to identify a high-quality software vendor, but it does not consider overall cost of the software system. Therefore, the final proposal assessment analysis provided a useful way to compare the proposed vendor’s favorable system requirement responses to the estimated total five-year costs. Ultimately, this approach helps determine what system offers the most amount of favored system requirements per dollar spent over a five-year period. A visual of this comparison is shown in the chart below.

Table 2 – Estimated 5 – Year Cost Compared with Total Favorable Responses



**Note: The costs shown in Table 2 were provided at the time of proposal receipt. The Davenport Group (LAMA Software) later provided a best and final offer to the Village of \$341,269.*

Vendor Demonstrations

Following an extensive review of the submitted proposals, the Village project steering committee invited BS&A, CitizenServe, the Davenport Group (LAMA Software), and OpenGov to provide a demonstration of their software system.

Each software vendor came on-site to the Village to give an overview of their company, demonstrate specific system functionality, and their implementation methodology. The vendor demonstrations were scripted; therefore, vendors were asked to demonstrate specific functionality, approved by the Village project steering committee, to keep the demonstrations focused on the functionality the Village needs.

Each vendor demonstration consisted of half-day presentation sessions, which were attended by the entire Community Development Department staff. To assist the Village of Glen Ellyn in selecting the best vendor for its new community development software system, the Baker Tilly team designed a vendor demonstration staff survey to collect and analyze the feedback from Village staff who participated in the demonstrations. The survey aimed to evaluate the vendors' performance on various criteria, such as functionality and usability.

Conclusion

Following the thorough review of each of the vendor's proposal responses for a new community development software system, the Village's Project Steering Committee is recommending the Village proceed with entering into contract negotiations with The Davenport Group (LAMA Software) for a community development software system and implementation services. This recommendation is a result of the vendor's ability to meet the Village's requirements, ratio of cost to needs met, and live demonstration of capabilities. Additionally, the staff survey results show The Davenport Group (LAMA Software) among the top-rated software systems. These contributing factors allow the Village's Project Steering Committee to confidently recommend proceeding to contract negotiations.

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement ("Agreement") is entered into by and between The Davenport Group USA Ltd ("Company"), an Illinois corporation, and Village of Glen Ellyn, Illinois ("Client"), a municipal corporation.

1. Definitions

- 1.1. **Pronouns.** The terms "we," "us" or "our" mean the Company. The terms "you" or "your" mean the Client.
- 1.2. **"SaaS"** means the software as a service, commonly abbreviated as SaaS, provided by Company to Client as described in Exhibit A.
- 1.3. **"Subscription Fee"** means the fee paid by Client to Company for the use of the SaaS.
- 1.4. **"Effective Date"** means the date this Agreement is signed by both parties.
- 1.5. All references to "Days" shall be interpreted as Calendar Days unless otherwise specifically noted as "Business Days". The term Business Days excludes Saturdays and Sundays and Public Holidays.

2. SaaS

We shall provide the SaaS, or services, described in Exhibit A, SaaS Scope of Work under our Standard Support Plan. You are granted the right to use the SaaS only for your internal business purposes and the number of defined Users.

3. Subscription Fee

You agree to pay the Subscription Fee as set forth in Exhibit C, the Cost Proposal, Section I, *Annual Software Assurance and Support*. The Subscription Fee is payable annually, in advance of the term's start date except for the initial term as noted below and is non-refundable. If payments for Undisputed Fees are not received within 60 days of the invoice date, a late fee of one percent (1.0%) shall be added on any outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date due until the date paid. For the initial term, the Subscription Fee is invoiced when users are provided access to the SaaS.

4. Term and Termination

4.1. Term

The term of this Agreement is three (3) years, which starts on the first day of the first month following the Effective Date. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our current Subscription Fees, plus an inflation adjustment based on the Bureau of Labor CPI-U, unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access the SaaS will terminate at the end of this Agreement.

4.3. Termination

This Agreement may be terminated as described below by either party upon written notice to the other party. Upon termination, you shall pay all undisputed fees and expenses related to the software or services you have received, or have been incurred, prior to the effective date of termination. Disputed fees and expenses in all terminations must have been submitted as invoice disputes in accordance with Section 13.

4.3.1 Failure to Pay Subscription Fees. Your access to the SaaS depends on your payment of the Subscription Fees. Failure to pay fees thirty (30) days after the term start date will result in a suspension of your SaaS access and a written notice of our intent to terminate this Agreement. Additionally, if payment is not made within forty-five (45) days after receiving written notice of our intent to terminate, we reserve the right to terminate this Agreement.

4.3.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause described in Section 13. You may terminate this Agreement for cause in the event we do not cure or create a mutually agreeable action plan to remedy a material breach of this Agreement within the thirty (30) day window set forth Section 13.

4.3.3 Force Majeure. Either party can terminate this Agreement if a Force Majeure event suspends the SaaS availability for a period of thirty (30) days or more.

5. Professional Services

5.1 General

We shall perform the one-time Professional Services outlined in Exhibit B, Professional Services Scope of Work. The Professional Services are scheduled to be completed according to the Milestone dates, as outlined in Exhibit D, during the initial term of SaaS. The successful and timely rendering of the Professional Services requires good faith cooperation from you. You shall provide reasonable cooperation to us, including, without limitation, making available, as may be reasonably required, or requested (a) information concerning your business as it relates to the

Professional Services; (b) qualified personnel of Client; and (c) sufficient access to your data and systems. Where Client Data is required to perform the Professional Services, and unless specified otherwise, you shall provide such Client Data in a timely fashion and in no more than ten (10) business days. The Project Schedule Milestones as shown in Exhibit D reflect the major deliverables, deadlines, and onsite visits in the project timeline. The parties anticipate the project timeline will have minor adjustments during implementation. However, substantial delays caused by you that result in a thirty (30) day or more cumulative delay to the project timeline, shall require an amendment to adjust the Project Schedule and the additional resource allocations to this project. Substantial delays caused by us that result in a thirty (30) day or more cumulative delay to the project timeline will result in a 2.5% discount to the project costs per occurrence.

5.2 Billing and Payment

We will invoice Professional Services monthly based on the Professional Services Milestones (defined in Exhibit D, the Project Schedule) completed the prior month. Payments are due thirty (30) days from the invoice date. Professional services shall be suspended for invoices over sixty (60) days past due. For any disputes arising from the Professional Services, you will invoke the Dispute Resolution clause described in Section 13.

6. Indemnification

Davenport shall indemnify, defend, and hold harmless the Village from and against any claims, based upon infringement of any United States copyright, trademark or patent by the Software. The Village agrees to notify Davenport of any such claim promptly in writing. The Village agrees to cooperate fully with Davenport during such proceedings. Davenport shall defend at its sole expense all proceedings arising out of the foregoing. In the event of such infringement, Davenport may replace, in whole or in part, Software with a substantially compatible and functionally equivalent computer program or modify Software to avoid the infringement.

Davenport shall defend, indemnify, and save harmless the Village, its officers, agents, and employees, from or on account of any liabilities, damages, losses, and costs received or sustained by any person or persons by or in consequence of any negligence, other than the negligence of the Village, recklessness or intentional misconduct of Davenport, and any persons employed or utilized by Davenport in the performance of this Project. Davenport agrees that negligent, reckless, or intentional wrongful misconduct includes, but is not limited to the use of any improper materials or liabilities, damages, losses, or costs caused by or on account of the use of any improper materials.

The indemnification provided above shall obligate Davenport to defend at its own expense or to provide such defense, at the Village's option, any and all claims or liability and all suits and actions

of every name and description that may be brought against the Village which may result from the operations and activities under this Contract whether the construction operations be performed by Davenport, its subcontractor or by anyone directly or indirectly employed by either. The indemnification includes all costs and fees including attorneys' fees and costs at trial or at appellate levels.

The Village agrees to indemnify, defend, and hold harmless Davenport from and against any claims by a third party alleging that the Village's data violates the privacy rights of a third party or violates applicable law. Davenport agrees to notify Village of any such claim promptly in writing. Davenport agrees to cooperate fully with Village during such proceedings. The Village shall defend at its sole expense all proceedings arising out of the foregoing. The indemnification includes all costs and fees including attorney's fees and costs at trial or at appellate levels.

7. Disclaimer

Apart from the explicit warranties contained herein and to the fullest extent allowed by law, we explicitly disclaim all other warranties and conditions, whether expressed, implied, or statutory. This includes merchantability or fitness for a particular purpose or errors arising from user error.

8. Future Functionality

Except as stated herein, you recognize that this purchase is not dependent on the inclusion of any future functionality or features.

9. Limitation of Liability

Neither party shall be liable to the other party for any indirect or punitive damages regardless of whether notice of the possibility of such damages was provided. Our liability for damages, whether based on contract or tort, including negligence and strict liability, shall be limited to your actual direct damages, not exceeding the total fees paid up to the time of the claim during the then-current annual term. Both parties agree that the Subscription Fee is set based on this limitation of liability and the exclusion of certain damages. This limitation of liability shall not apply to claims subject to Section 6, which addresses exclusion of certain damages.

10. Ownership

10.1 Ownership of SaaS Subscription and the Software

We maintain ownership and intellectual property rights to the LAMA Software, and any resources created by us pursuant to this Agreement. You do not gain any license beyond the scope and duration of the SaaS to use the LAMA Software under this Agreement. The Documentation is

licensed to you for internal, non-commercial reference purposes only, and may be used and copied by your employees accordingly.

10.2 Ownership of Client Data

We have no right, title, or interest in your Data. You grant us a non-exclusive license to use your data for purpose of completing the services related to this Agreement. We shall protect the security, confidentiality, and integrity of your Data.

11. Insurance

We shall at our own expense, purchase, maintain and keep in force during the term of this Agreement (unless otherwise stated below) such insurance as set forth below. All insurance policies provided under this Agreement shall be written on an “occurrence” basis. The insurance requirement shall remain in effect throughout the term of this Agreement: (a) Commercial General Liability with a minimum coverage \$2,000,000 (b) Automobile Liability with a minimum coverage of \$1,000,000; (c) Professional Liability with a minimum coverage of \$2,000,000; (d) Workers Compensation of \$1,000,000 or in compliance with applicable statutory requirements.

All policies are to be written through companies duly approved to transact that class of insurance and placed with carriers with an A rating or better. The Client, its officers, and agents, shall be endorsed as an additional Insured under our General Liability Insurance. We hereby waive subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against you, it being the intention that the insurance policies shall protect both parties and be primary coverage for all losses covered by the policies. We shall provide you with evidence of Certificates of Insurance promptly upon request. We will not modify any policies by reducing the coverage below the minimum terms provided for above. We shall not create a lapse in insurance coverage.

12. Restrictions

You are prohibited from: (a) making the LAMA Software or Documentation resulting from the software services available to any third party for use in business operations unrelated to your operations or your successful use of services; (b) reverse engineer, decompile, or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how or other information from the executable code portions of the Licensed Software (collectively, “Reverse Engineering”); (c) using the software or documentation resulting from the software services to develop or assist a third party in developing, products or services that compete with us; or (d) licensing, selling, leasing, transferring, assigning, displaying, hosting, outsourcing, disclosing, or otherwise commercially exploiting the LAMA Software or Documentation to any third party other than as expressly permitted by this Agreement.

13. Dispute Resolution

You agree to notify us in writing within thirty (30) days upon becoming aware of a dispute. You also agree to cooperate with us in attempting to reasonably resolve all disputes. This includes, if requested by either party, appointing a senior representative to engage in good faith negotiations with our appointed senior representative. Senior representatives will meet within thirty (30) days of the written dispute notice, unless otherwise agreed. All discussions between senior representatives will be considered confidential settlement discussions, not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, the parties will participate in non-binding mediation to attempt resolution. If the dispute remains unresolved after mediation, either party may pursue their rights and remedies in a court of competent jurisdiction. This section does not prevent either party from seeking necessary injunctive relief during the dispute resolution procedures.

14. Nondiscrimination

We comply with applicable federal and state civil rights laws and do not exclude, deny benefits to, or otherwise discriminate against any individual on the basis of race, color, ethnic or national origin, ancestry, age, sex, gender, sexual orientation, gender identity and expression, religion, creed, political beliefs, or disability in employment, admission or access to, treatment or participation in, or receipt of the services and benefits under any of its programs, services and activities, whether carried out by the department directly or through a contractor or any other entity with which it arranges to carry out its programs, services and activities. We do not intimidate or retaliate against any individual or group because they have exercised their rights to participate in actions protected, or oppose action prohibited, by 40 C.F.R. Parts 5 and 7, or for the purpose of interfering with such rights.

15. E-Verify

We comply with the E-Verify procedures administered by USCIS for all our employees assigned to your project.

16. Subcontractors

We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

17. Binding Effect No Assignment

This Agreement shall bind and confer benefits upon the successors or permitted assigns of either party. Neither party may assign this Agreement without the prior written consent of the other

party; however, your consent is not required for an assignment by us due to a corporate reorganization, merger, acquisition, or purchase of some or all our assets.

18. Force Majeure

Except for your payment obligations, neither party shall be held liable for delays in fulfilling its obligations under this Agreement to the extent that such delays are caused by Force Majeure. However, in the event of a Force Majeure event, the party experiencing the delay must, within ten (10) business days, provide the other party with written notice detailing the cause and extent of the delay, along with a request for a reasonable time extension equivalent to the estimated duration of the Force Majeure event.

19. No Intended Third-Party Beneficiaries

This Agreement is established solely for the benefit of you and us. No third-party shall be considered a beneficiary of this Agreement, nor shall any third-party have the right to make any claim or assert any right under this Agreement. However, this provision does not affect the rights of third parties under any Third-Party Terms.

20. Severability

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

21. No Waiver

Failure by either party to strictly enforce the terms and conditions of this Agreement shall not constitute a waiver or modification of the Agreement. Furthermore, such failure shall not prevent either party from enforcing each and every term of the Agreement thereafter.

22. Independent Contractor

We are an independent contractor for all purposes under this Agreement.

23. Notices

All notices or communications required or permitted under this Agreement, including notice of an alleged material breach for termination or a dispute to be submitted to dispute resolution, must be in writing and shall be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) receipt by the sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) receipt by the sender of proof of email delivery; or

(d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address specified on the signature page or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address shall be borne by the intended receiving party.

24. Client Lists

We will not identify you by name in any client lists, marketing presentations, or promotional materials without your prior written consent.

25. Confidentiality

Both parties acknowledge that their respective employees and agents, while performing this Agreement, may be exposed to confidential information, the disclosure of which could infringe upon the rights of private individuals and entities, including the parties themselves. Confidential information includes nonpublic information that a reasonable person would deem confidential, encompassing personal identifying information (e.g., social security numbers) and trade secrets, as defined by applicable state law.

Subject to the state Public Records Act, each party agrees not to disclose any confidential information of the other party and undertakes to take all reasonable and appropriate measures to prevent such disclosure by its employees or agents. The confidentiality obligations outlined herein shall survive the termination or cancellation of this Agreement.

However, this obligation of confidentiality does not extend to information that:

- (a) is in the public domain, either at the time of disclosure or thereafter, except due to breach of this Agreement by a party or its employees or agents
- (b) a party can demonstrate by reasonable evidence was in its possession at the time of initial disclosure
- (c) a party receives from a third party who has the right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under open records laws or similar applicable public disclosure laws governing this Agreement. In such cases, if you receive an open records or similar request, you agree to promptly notify us and fulfill the obligations required by applicable law.

26. Order of Precedence

All Exhibits are hereby incorporated into this document by reference as if fully set out therein. The parties acknowledge and agree that in creating this document from a complex process of requests

and submissions, the Agreement with all its exhibits and supplemental documents, particularly the Proposal and the Request for Proposal (RFP), may include some conflicts in terms, provisions and language. It is the intent of the parties that subsequent Modifications to the Agreement take precedence over the Agreement; that the Exhibits to the Agreement, exclusive of the Proposal and RFP, take precedence over the rest of the Agreement; that the Agreement takes precedence over the Proposal and RFP; and, that the Proposal takes precedence over the RFP.

- Exhibit A. SaaS Scope of Work
- Exhibit B. Professional Services Scope of Work
- Exhibit C. Cost Proposal
- Exhibit D. Project Schedule for Professional Services
- Exhibit E. Hourly Rates for Services and Travel Costs
- Exhibit F. Company Proposal
- Exhibit G. Client RFP

27. Business License

If a local business license is required for us to perform any services under this agreement, you will promptly notify us and provide us with the necessary paperwork so that we may obtain the license in a timely manner.

28. Governing Law and Venue

This Agreement shall be governed by and interpreted in accordance with the laws of the state where you are domiciled, without regard to its conflicts of law principles. In the event of any legal proceedings, jurisdiction shall lie exclusively in the state or federal courts situated in McHenry County.

29. Multiple Originals and Authorized Signatures

The parties may sign any number of copies of this Agreement. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Agreement. The exchange of copies and of signature pages by facsimile or email, in PDF format or otherwise, shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or email, in PDF format or otherwise, shall be deemed to be their original signatures for all purposes.

30. Cooperative Procurement

To the extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement by eligible jurisdictions. We reserve the right to negotiate and

customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

31. Anti-Corruption

You certify that you have not received or been offered any illegal payment or gift from us or anyone acting on our behalf in connection with this Agreement.

32. Warranty

We warrant that the LAMA Software will perform consistent with the Proposal and without significant defects during the term of this Agreement. If the LAMA Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the defect in accordance with the maintenance and support process set forth in Exhibit A.

32.1 Uptime

Except for scheduled maintenance and required repairs, interruptions due to causes beyond our control and as otherwise provided in this Agreement, the SaaS shall be available to you a minimum of twenty-four (24) hours a day, seven (7) days a week, at least ninety-nine and nine tenths percent (99.9%) of the time. If we fail to satisfy the minimum availability level of the Software, we shall discount a pro rata share of the affected months billing to Client for the subsequent renewal term.

32.2 Encryption

Data transmitted in the Service is encrypted and user password storage is hashed using best practices. The software has the capability to encrypt certain user-defined data or Details. Since you can create data fields or Details without our knowledge, it is incumbent on you to notify us in writing of any data that should be encrypted to ensure the confidentiality, privacy, and security of all such data and information.

32.3 Data Security

We represent the LAMA Software complies with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives. However, the LAMA Software includes the ability to for you to generate and publish reports and other data for public consumption. You should verify that all published reports and data do not contain information that would violate privacy and data protection laws.

32.5 Fee Calculation

The Software includes fee calculations that can be configured by either party. You agree to always check the fees to ensure that they are accurate before taking any action based on them. We shall not be liable for any mistakes in fees.

33. Entire Agreement

33.1 General

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written, oral, expressed, implied or statutory.

33.2 Amendments

Any amendments to this agreement must be in writing and signed by both Parties. Waiver of any provision under this Agreement will not be deemed a future waiver of that, or any other, provision herein, nor will waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date, noted by the date of the last signatory below.

The Davenport Group USA Ltd

Name: _____

Title: _____

Signature: _____

Date: _____

Village of Glen Ellyn, Illinois

Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT A- SaaS Scope of Work

In adherence to this Contract Agreement, your services will be hosted either on shared hardware within a LAMA data center or in a third-party data center. Databases housing your Data will be exclusively allocated to you, ensuring confidentiality and security from access by our other clientele.

Our LAMA data centers boast comprehensive redundancy measures in both internet connectivity and electrical power supply. This ensures continuous access to the LAMA Software for our customers, even in the face of unforeseen disasters or hardware failures. In the unlikely event of a data center failure, we retain the right to enact our disaster recovery plan to restore the Software as a Service (SaaS). In such circumstances, we pledge to adhere to a Recovery Point Objective (RPO) and a Recovery Time Objective (RTO) of 24 hours each. The RPO signifies the maximum duration between the most recent recoverable copy of your hosted Data and a subsequent data center failure. Meanwhile, the RTO represents the maximum duration following a data center failure within which your access to the LAMA Software must be reinstated.

We conduct annual penetration tests on either the production network and/or web application, ensuring the robustness of our security measures. Utilizing industry-standard intrusion detection and prevention systems, we continuously monitor network activity for malicious behavior, promptly logging and blocking any such occurrences. Upon detecting any unauthorized access to your database due to security breaches, we commit to providing you with a detailed record of the actions taken. Additionally, we offer the opportunity for an additional security audit at your request, subject to mutual agreement on terms and timing. It is imperative that you refrain from attempting to circumvent or undermine security protocols within the Services or LAMA Software-related environments. Any unauthorized access attempts or vulnerability tests on our network or systems, whether hosted or otherwise, are strictly prohibited without prior written approval from our IT Security Officer.

We rigorously test our disaster recovery plan on an annual basis, ensuring its effectiveness and reliability. While our standard testing procedures are not client-specific, upon your request, we will collaborate with you to schedule and execute a client-specific disaster recovery test at a mutually convenient time. Upon completion of such tests, we will furnish you with the results within a commercially reasonable timeframe upon receipt of your written request. Our responsibility lies in importing backup data and verifying login functionality, while you are tasked with conducting reports and testing critical processes to ensure the integrity of the returned Data.

All data transfer between your devices and our servers is encrypted. Applications involved in the handling or processing of card payment data, we assume responsibility for ensuring the security of cardholder data in our possession. This includes all functions associated with storing, processing, and transmitting such data. As of the Effective Date of this agreement, we affirm our compliance with relevant standards to maintain PCI DSS (Payment Card Industry Data Security Standard) compliance. We have taken requisite measures to validate our compliance with PCI DSS requirements. We commit to

providing evidence of our PCI DSS compliance status through an official Attestation of Compliance. Furthermore, should there be any alterations in our compliance status, we pledge to adhere to appropriate notification procedures as required.

Ticketing Support: You will have access to an online help desk system accessible round the clock, seven days a week. During our defined Hours of Operation, a proficient support specialist will exert commercially reasonable efforts to address inquiries and troubleshoot issues for Standard Support customers concerning our Services.

Telephone Support: During our specified Hours of Operation, your designated Authorized Support Personnel will have access to a live technical support technician. Telephone support will be facilitated through a dedicated support line. Additionally, 24x7 access to self-service resources is provided via the LAMA customer portal. Cases may initially be assessed by a triage agent, who will document and route them to a suitable support specialist for resolution. The support specialist will then manage the case for the Authorized Support Personnel. Please note that the actual time required for resolution may vary. Resolutions may encompass various forms such as workarounds, code updates, user training, or other applicable solutions.

Feature	Standard Support
Hours of Operation	7:00 A.M. until 7:00 P.M. Central Standard Time, Monday through Friday, excluding our observed holidays
Authorized Support Personnel	3
Manual GIS Imports	Annual
Account Manager	Yes
Technical Support Advisor	No
Regular Meetings / Check-ins	Every 6 weeks

Online Support Material: Our LAMA Knowledge Base and online support materials are available to our customers round the clock, seven days a week.

Authorized Support Personnel (ASP): These are the individuals you designate to be the primary contacts with our Technical Support. You shall specify the ASPs according to the Support Plan and must inform us promptly of any changes. ASP are responsible for initiating and managing support cases, requesting system or configuration changes, and serve as the primary contact for support-related communications from us.

It is expected that your ASPs have completed our LAMA Admin Training as well as demonstrate a deep understanding of the agency's configured solution to help with technical issues. ASPs should be able to

readily understand and replicate reported issues with our support staff to assist in effective troubleshooting.

Submitting a Case: Authorized Support Personnel may submit cases via our online support portal or via a telephone call to Customer Support as described below. For Severity Level 1 and Severity Level 2 issues, the ASP must call Customer Support.

Updates: SaaS updates address security patches, critical dependency updates, bug fixes, and new or revised functionality. SaaS updates shall be produced and applied at our discretion. We are under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. Where practical and when applicable, we will schedule Updates during non-business hours and provide you with advance notice and release notes.

Severity Level: If the reported either demands a higher severity level than currently assigned or no longer justifies the severity level based on its current impact on the production operation of the SaaS offering, then the severity level will be adjusted accordingly to reflect its current impact most appropriately.

Customer Cooperation: For us to resolve errors effectively, our support staff must be able to accurately reproduce the issue. We count on your collaboration in this process, which may entail diagnostic or troubleshooting tasks, applying fixes or updates provided by us, or promptly providing requested information.

Third-Party Product Support: We are not responsible for any support obligations regarding any third-party software. Any required changes to our software to accommodate or resolve issues arising from the use of, or a change in, third-party software, is outside the scope of this Agreement.

Project Manager (PM): We will provide a named PM to you. They will facilitate the following scheduled calls based on your Support Plan to review open support tickets with us and to review overall support performance.

Named Technical Support Advisor: We will provide a named technical support advisor for any Preferred support plan holders. The technical support advisor will have knowledge of the customer's system and provide oversight for any support cases created with us. They will also facilitate the following: 1. Scheduled calls to review open support tickets with us; and 2. A bi-weekly service review to review overall support performance.

Manual GIS Data Import: In the absence of ArcGIS Map Servers, the Preferred support plan includes a monthly upload of APO data to your hosted environment. This must be requested following the methods outlined in the case submission process in this document. All imports will be addressed as a Level-3 severity-level case.

Data Export: Upon termination of Services, we will provide a database export and document attachment export. Data exports will not be provided for termination due to Failure to Pay unless all undisputed invoices are paid. Additional data exports can be provided but are outside the scope of services.

Exclusions: This Support Policy does not extend to the following Support Exclusions:

- a. Assistance necessitated by your misuse of the SaaS.
- b. Support provided outside of regular business hours.
- c. Support required due to external factors beyond our reasonable control.
- d. Assistance with customizations or configuration against our best practices, or scripting or data issues caused directly or indirectly by you.
- e. Support related to your third-party software or technology not under our direct control.

Any support services falling within these Support Exclusions may be provided by us at our discretion and, if so provided, may be subject to additional pricing and support terms as specified by us.

Support Request (SR) Classifications: The table below provides our classification of support request and the Target Response Time (TRT). Severity Level 1 and 2 cases must be submitted via telephone as described above. Severity Level 1 and 2 target initial response times do not apply to cases submitted via email or electronically via the LAMA customer portal.

Severity	Definition	TRT
Level 1	Supported Product is non-functional or seriously affected and there is no reasonable workaround available (e.g. business is halted)	1 hour
Level 2	Supported Product is affected and there is no workaround available, or the workaround is impractical (e.g. Supported Product response is very slow, day to day operations continue but are impacted by the work around)	4 hours
Level 3	Supported Product is non-functional however a convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention)	8 hours
Level 4	Supported Product works, but there is a minor problem (e.g. incorrect label, or cosmetic defect)	24 hours

EXHIBIT B – PROFESSIONAL SERVICES SCOPE OF WORK

Services set out in the Cost Proposal are based on the number of users, predicted case types, test plans, integrations, data migrations, persons being trained, and the perceived complexity of every one of the above.

Services shall include weekly meetings between representatives of both parties who have authority to make configuration decisions on your behalf. All weekly meetings shall occur between the hours of 11am and 4pm ET to accommodate staff in different time zones.

There are seventy (70) predicated case types as follows: 30 permit types, 20 planning case types, 10 license types, and 10 code enforcement case types. These numbers are based on our other customers of similar size.

1. Implementation

1.1 Kick-Off Meeting. The project kickoff meeting shall be scheduled in accordance with the Project Schedule in Exhibit D. The purpose of the kickoff meeting is to introduce team members and set expectations for all personnel involved. Questionnaires submitted to you will be reviewed at this meeting and shall be returned approximately fourteen (14) days after the kick-off meeting.

1.2 Configuration Study. We will produce a Configuration Study document which describes the case types, review divisions, inspection types, fees, forms, reports, code sections, and users that will require configuration in the software. The Configuration Study Draft will be submitted to you approximately (14) days after the receipt of all your Questionnaire documents. The Configuration Study Draft shall be reviewed together on conference call to identify any required changes. The Configuration Study shall then be submitted to you for your Acceptance approximately 30 days after the kick-off meeting. You shall have seven (7) days to review the Configuration Study and request changes. If no revisions or changes are submitted to us within the allocated time, the Configuration Study shall be deemed to be Accepted. If the number of Case Packets identified in the Configuration Study or later in the process exceeds 20% of the anticipated number (Threshold), the Parties hereby acknowledge and agree that additional Services shall be required to configure case types above the Threshold using the procedures described herein. The parties will work together to either (a) identify mutually agreed upon services to configure the case types that may deviate from the services described herein; (b) identify the case types to exclude from the services described herein such that the number of case types is within the Threshold; (c) enter into an Amendment of \$1,200 per case type to cover the time and other resources necessary to complete the configuration of excess case types.

1.3 Case Packets. We will produce a Case Packet document for each case type defined in the Configuration Study. The Case Packet will document the workflow, fees, required and optional data points, inspections, document submittals, document outputs, required contractors, and public web related help-text and Before You Begin text. Five (5) Case Packets for each module shall

be identified by us and submitted to you as Initial Case Packets. Initial Case Packet drafts shall be reviewed in a conference with both parties and submitted approximately (14) days from Configuration Study Acceptance. We shall then visit your offices for an in-person review of the Case Packets. We shall submit all Case Packets documents to you within seven (7) days of the in-person visit. You shall review the submitted case packets within fourteen (14) days of receipt of the same. Subsequent submittals of Case Packets shall be reviewed and either revised or accepted by the receiving party within three (3) business days of receipt. A lack of response within the allotted timeframe shall constitute Acceptance.

1.4 Configuration. We shall configure the software based for each of the Accepted Case Packets generated by us in accordance with the Milestones. While you have considerably more experience in your business processes, we have considerably more experience in best practices in configuration of the LAMA software. We reserve the right to configure the Case Packets using best practices and to avoid certain configurations that will cause the system to not work as intended. If configuration intentionally deviates from that of the Case Packet, we shall notify you and work together on identifying a configuration path mutually agreeable to both parties. Both parties shall work together in good faith to reach agreement.

1.5 Test Plans. We shall record Test Plan Videos of each case type configured by us and provide you with the Test Plan Video and Test Plan Feedback Form. We will initially select five (5) Test Plans for each of our joint review at weekly meetings. All Test Plan Videos will be submitted to you in accordance with the Project Schedule. You shall have fourteen (14) days to review the test plan video and submit revisions to us. A lack of response within the allotted timeframe shall constitute Acceptance. Revisions needed in the configuration shall be performed by us and a video resubmitted. Configuration changes shall be updated on the associated Case Packet document. Substantial configuration changes requested which deviate from the Case Packet may require an amendment to the project timeline and costs.

1.6 Training. We shall conduct software training at your offices after all Test Plans have been accepted. We shall provide group classroom training for the specified days in the Cost Proposal and provide electronic training materials in the form of user guides, training guides, and training videos.

1.7 Go-Live. We shall visit your offices for in-person Go-Live assistance for the number of days specified in the Cost Proposal. Go-Live will be scheduled for Monday morning.

1.8 Post Go-Live. Following Go-Live, we will address any configuration issues that might occur. At the same time, we will discuss with your key staff what works well and what does not. We will look specifically at why certain processes are working well and determine how concepts of those processes can be applied to things that are not working well. Working together, we will formulate a path to resolving any remaining issues with the software configuration.

2. Data Migration

We shall migrate the data sources described in the Cost Proposal. Data Migrations defined in the Cost Proposal are best guess estimates of the time and resources required to complete the migration based on similar data migration efforts for other clients. You are responsible for providing us with two data exports for each data source identified. You shall provide us with the first data export within twenty-one (21) days of the Kick-Off meeting. The second data export shall be provided by 11pm ET on the Thursday prior to Go-Live. We will write a program to migrate the data and it is critical the data export format does not change between the exports. We will review the 2nd data export for schema conformity and notify you by Friday 5pm ET if the schema has changed. Any costs related to delays or cancellations resulting from incompatible or changed exports shall be borne by you. One additional data migration can be run on the existing data sources provided at your request. Other data migration efforts not set out above, including new data exports or data sources not included in the Cost Proposal shall require an amendment to this Agreement for the time and resources required to complete such efforts.

The software provides for the import of code sections and Table of Uses from your adopted ordinances. These code sections and Table of Uses can be imported directly from the required Excel import format by either party. You are responsible for providing or importing applicable code sections in a timely manner.

3. Software Integrations

We shall integrate with the sources described in the Cost Proposal. A software integration may require you to provide us with documentation and specification details of the integration. Requested documentation and data shall be provided to us within twenty-one (21) days of receipt of the request. Custom software integrations in the Cost Proposal are best guess estimates of the time and resources required to complete the integration based on the anticipated scope of the integration and our Hourly Rates in Exhibit E. A more detailed scope of work for each integration shall be developed in coordination with both parties during the project after more details and access to the third-party system being integrated is obtained. If an integration cannot be completed due to factors outside our control, we shall deduct the costs of the proposed integration or work together to find a mutually acceptable solution.

4. Forms and Reports

We shall configure standard Forms and Reports during the Implementation Services. If you wish us to configure any forms or reports you currently use, these custom forms and reports must be identified and submitted to us in Microsoft Word or Excel format during the Configuration Study phase. All submitted custom forms and reports shall be submitted with the populated dataset. While you can configure custom forms and reports in the software, some complex custom forms

and reports require software scripting or programming. Custom reports submitted later in the implementation process may require an amendment for associated development costs and may impact the project timeline.

4. GIS Data

LAMA requires GIS Data and GIS Services to operate. At a minimum, we require Address and Parcel GIS data. Parcel GIS data must include owner information including Name, Address, City, State, and Zip. If an ArcGIS Server is available, we will write a program to import Address data no greater than a daily interval, and Parcel and owner data imported at no less than a weekly interval. In the absence of available ArcGIS Map Services, we will migrate either Shapefile or File Geodatabase GIS data twice during the Implementation process. Additional GIS data imports may require an amendment to this Agreement for the time and resources required to complete such efforts.

EXHIBIT C – COST PROPOSAL

LAMA Solution Framework Implementation Price Quote – SaaS Solution

Prepared for Village of Glen Ellyn on April 12, 2023



A. Modules

Core	Map, Addresses and Parcels, Contacts and Owners, Calendar, Notifications, Document Manager, Reports
Permitting	Building permits, public works, engineering permits, inspections, fees, reviews, workflows, and contractor profiles
Code Compliance	Compliance and inspection cases, notices, citations, communications, adjudication
Projects & Planning	Development review, routing, workflows, board meetings and hearings
Licensing	Location-based, equipment-based, individual, and business licenses. Includes contractor licensing, special events, food-carts, taxicabs, etc. Workflows, reviews, inspections, and fee calculations. Licenses can be easily renewed.
Work Orders	Service requests including invoicing and reports. GIS associated features, labor, part and materials, contractual work, tasks, and inventory
Citizen Access Portal	Allows citizens and contractors to submit online and track statuses for applications, upload documents, request inspections, and pay fees. Includes Open Data portal.
Mobile App	Android, iOS, and Windows mobile applications. Work offline or connected. Includes routing and navigation, nearby activity via mapping, and voice recognition
E-Plan Review	Allows electronic document mark-up of plan submittals. Facilitates concise communication between plan reviewers
Outlook Integration	Integrates Microsoft Exchange Server calendars with the LAMA calendars

Costs: All Included

B. Implementation Services

- Configuration Analysis Study and Documentation: Information Collection, Documents (Forms and Reports), Workflows
- GIS and Database Setup: Setup and configuration of the database and schema including mapping and integration with GIS datasets.
- Case Type Documentation: Includes the design and revisions to documentation packets for each object type in the system.
- Software Configuration: Configuration of codes and objects from the case type documentation.
- User Acceptance Testing: Preparation and execution of Test Plans. The goal is to demonstrate that the software works properly.
- Standard Forms and Reports: LAMA Standard Forms and Reports to MS Word and Excel are included.
- Training and Launch Preparations: Training Plan and Training Materials and launch readiness.
- Project Management and Coordination: Project management services and deliverables to ensure successful on time and on budget implementation. Includes regular status reports.
- Custom Forms and Reports: LAMA Standard Forms and Report are included. 15 Custom are included with each proposed module

Costs: Included

C. Onsite Services

Case Packet Review	With 2 Professionals	3 days
Training	With 2 Professionals	3 days
Go-Live	With 2 Professionals	3 days

Costs: Included

D. Standard Integrations

GIS	Integrate seamlessly with ESRI technologies and formats including ArcGIS Server or ArcGIS Online
Munis Financial	Setup and configuration of an export format that is compatible with the financial systems import to Tyler Munis
Payment Gateway	Integration with Persolvent online payment gateway for the Public Web Portal Extension
See Click Fix	Integration for importing Incidents created in See Click Fix and providing status updates back to See Click Fix. Organization account is required.
Laserfiche	Development of an export file format LST to archive closed permits and projects in Laserfiche.

Costs: All Included

E. Implementation Package

Includes all software modules, services, and integrations listed above. Implementation package costs start at \$80,000 for up to 10 named users, then \$5,000 for each additional named user.

Named Users: 35 Costs: \$205,000.

F. Custom Integrations & Others

Bluebeam	City can use our e-Plan Review and Markup at no additional costs or we can interface w/Bluebeam.	Included
Additional Onsite Days	Seven (7) additional onsite person-days to be allocated on existing Onsite Services trips.	\$7,500.
Cartegraph	One-way integration with Cartegraph to allow for seamless handoff of Public Works permits submitted through Community Development.	\$7,500.

Costs: \$15,000.

G. Data Migration

Data Migration from Legacy Permitting & Inspections and Code Enforcement System. Data source is a single SQL Server Database.

Costs: \$16,000.

H. Grand Totals

Implementation Package	\$205,000.
Custom Integrations & Others	\$15,000.
Data Migration	\$16,000.
Travel Expenses	\$9,000.
Strategic Client Discount (10%)	(\$24,500.)
Costs:	\$220,500.

I. Annual Software Assurance and Support *

Year 1	\$38,000.
Year 2	\$38,760.
Year 3	\$39,535.
Year 4 (Estimated)	\$40,326.
Year 5 (Estimated)	\$41,132.

*Total 5 Year Costs: \$197,753.

*Standard Annual Software Assurance and Support (ASAS) "Subscription Fee". Includes new software updates and releases. Pricing is \$10,000 plus \$800 per named user. Annual costs are set at the CPI-U or 5% increase per year, whichever is lower. The SaaS Subscription Fee is invoiced when client users are provided access to the software which typically occurs during the third month of implementation. This quote shall remain valid for 180 days.

Benjamin K. Davenport
Benjamin K Davenport, CEO
President, The Davenport Group USA, Ltd.

2024-04-12
Date

EXHIBIT D – PROJECT SCHEDULE FOR PROFESSIONAL SERVICES

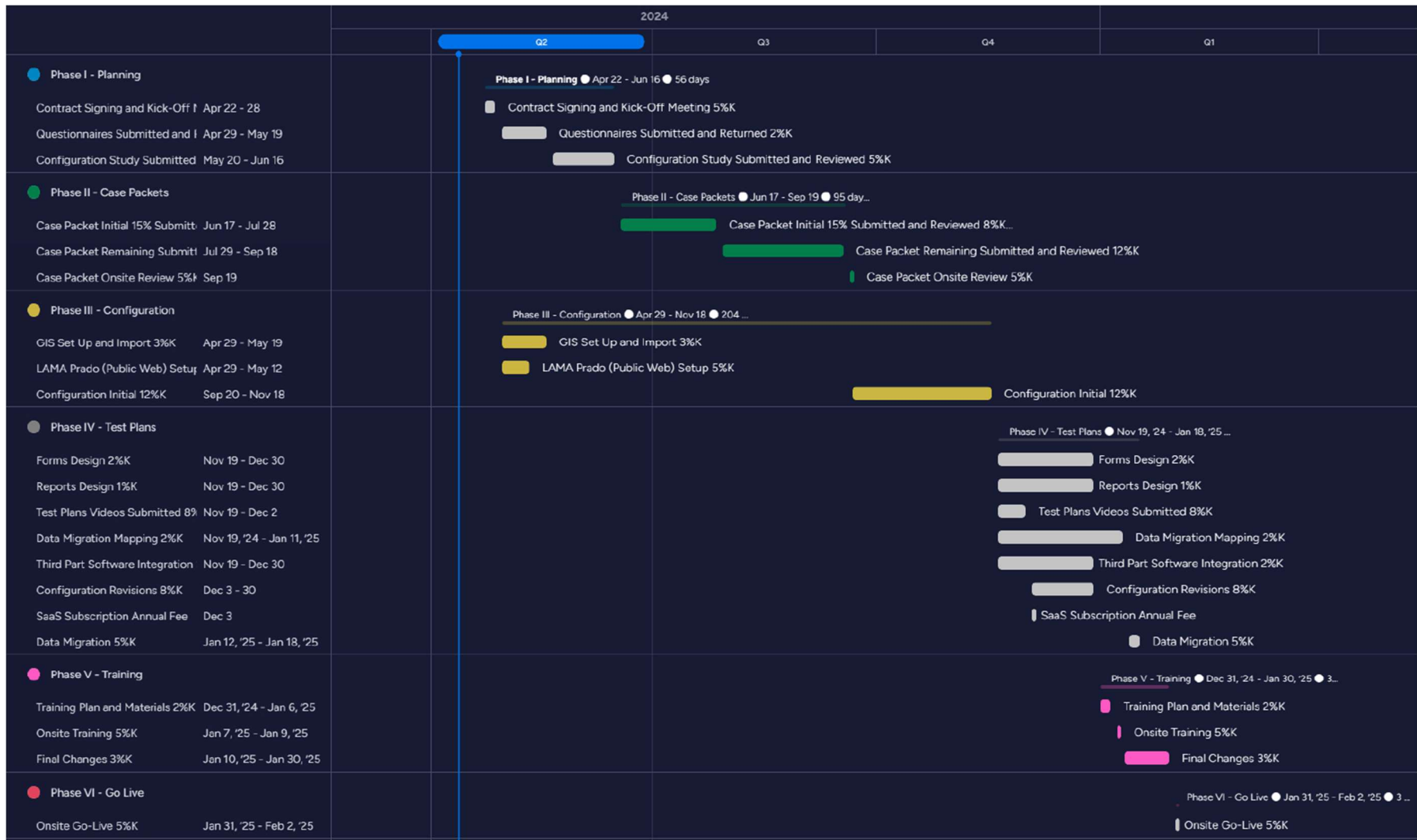


EXHIBIT E – HOURLY RATES FOR SERVICES AND TRAVEL COSTS

Rate Sheet

Effective January 1, 2024

Position	Rate per hour (USD)
Executive Officers	\$180.00
Chief Software Engineer	\$180.00
Chief Project Officer	\$160.00
Systems Engineer / Security Engineer	\$160.00
Database Administrator / Network Administrator	\$160.00
Technical Support Advisor	\$140.00
Support Team Lead	\$140.00
Software Engineer	\$140.00
Project Manager	\$120.00
Configuration Specialist	\$120.00
GIS Specialist	\$120.00
Support Specialist	\$100.00

Travel Costs (per person)

Airfare	Reimbursement for window or aisle economy plus seating and bag check.
Parking	Reimbursement based on charges from airports.
Auto Rental	Reimbursement for mid-size or intermediate auto. Reimbursement for gas charges.
Transportation	Reimbursement for Taxi or Ride-share. Mileage for personal vehicle @ \$0.585 / mile.
Lodging	Reimbursement for hotel, usually at Courtyard or similar.
Food	\$79 per day

EXHIBIT F – COMPANY PROPOSAL

[Company Proposal to be inserted prior to signature]

EXHIBIT G – CLIENT RFP

[Client RFP to be inserted prior to signature]



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

Meeting 4/22/2024 7:00 PM
Department: Finance
Department Head: Patrick Brankin
Category: Ordinance
Prepared By: Patrick Brankin

AGENDA ITEM (ID
2024-86)

DOC ID: 2024-86

Motion to approve Ordinance 8003, An Ordinance providing for the issuance of not-to-exceed \$7,000,000 General Obligation Bonds, Series 2024, of the Village of Glen Ellyn, DuPage County, Illinois, for the purpose of financing improvements to the wastewater treatment facilities of the Glenbard Wastewater Authority, authorizing designated officers to sell said bonds by the execution of a bond order, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds and authorizing the sale of said bonds to the purchaser thereof

Statement of the Issue:

Staff is requesting approval of an ordinance authorizing the issuance of general obligation bonds on behalf of Glenbard Wastewater Authority (GWA), as GWA was not approved for low-interest IEPA loans for this important capital project.

Analysis:

GWA intends to complete a Primary Clarifier and Gravity Thickener Improvements project in 2024 at a total cost of approximately \$6.5 million. Historically, GWA has utilized low-interest loans from the IEPA's State Revolving Fund (SRF) to finance such projects but was unable to secure IEPA funding for its 2024 project. The primary reasons for this relate to changes to the IEPA's SRF scoring system that have occurred over the past several years, which include an emphasis on projects that relate to nutrient removal, water quality improvements, and other emerging issues. Additionally, higher scores are being given to applicants located in areas with high rates of environmental injustice, applicants who serve communities below the state's median household income, and facilities which are in non-compliance with the National Discharge Pollutant Elimination System (NPDES) permit.

Following the determination that GWA would be unable to receive IEPA funding for this project, the Authority worked in conjunction with the Executive Oversight Committee (EOC), each Village's Finance Director, and financial advisors to identify the most cost-effective and viable alternatives for funding the project. Such alternative options included the Authority issuing bonds itself, using the Authority's or the Villages' cash reserves to fund the project, and the Village issuing bonds on behalf

of the Authority. Ultimately, largely because of poor credit ratings received by the Village of Lombard and by extension GWA, it was determined that the best path forward would be the Village of Glen Ellyn issuing the bonds and lending the money to GWA.

At its March 11, 2024 meeting, the Village Board approved Ordinance 7096, which revised the intergovernmental agreement between Glen Ellyn and Lombard that established GWA. This revision made it possible for either of the two Villages to issue debt on behalf of GWA, and established the terms on which repayment of said debt would be made. Because of its current AAA credit rating, it was agreed by the EOC and both Villages that it would be Glen Ellyn that issued debt for the Primary Clarifier and Gravity Thickener Improvements project.

Budget Impact:

Using a debt service analysis that was prepared in December 2023, future Glen Ellyn contributions to GWA will be reduced by approximately \$310,000 over the life of the bonds when compared to GWA issuing the bonds directly. As the bond market is constantly evolving, the final savings amount is yet to be determined. However, because of the repayment terms codified in the latest revision to the IGA, it is certain that Glen Ellyn will realize a savings by issuing the bonds directly.

Contribution to Strategic Plan

Strategic Priority: Financial Stability. **Initiative:** Maintain financial stability and create a financial decision-making framework and maintain our AAA bond rating.

Strategic Priority: Infrastructure. **Initiative:** Develop the Capital Improvement Plan and execute the (CIP) including IT improvements, facility improvements, and equipment replacement annually as well as GWA projects.

Action Requested:

Approve Ordinance 8003, An Ordinance providing for the issuance of not to exceed \$7,000,000 General Obligation Bonds, Series 2024, of the Village of Glen Ellyn, DuPage County, Illinois, for the purpose of financing improvements to the wastewater treatment facilities of the Glenbard Wastewater Authority, authorizing designated officers to sell said bonds by the execution of a bond order, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds and authorizing the sale of said bonds to the purchaser thereof.

Attachments:

1. Bond Ordinance DRAFT
2. Intergovernmental Agreement, revised March 2024

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of not to exceed \$7,000,000 General Obligation Bonds, Series 2024, of the Village of Glen Ellyn, DuPage County, Illinois, for the purpose of financing improvements to the wastewater treatment facilities of the Glenbard Wastewater Authority, authorizing designated officers to sell said bonds by the execution of a bond order, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds and authorizing the sale of said bonds to the purchaser thereof.

Adopted by the President and Board of
Trustees on the 22nd day of April, 2024.

Published in pamphlet form by authority of
the President and Board of Trustees on the
____ day of April, 2024.

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LIST OF EXHIBITS

A—FORM OF BOND ORDER

B—FORM OF CONTINUING DISCLOSURE UNDERTAKING

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of not to exceed \$7,000,000 General Obligation Bonds, Series 2024, of the Village of Glen Ellyn, DuPage County, Illinois, for the purpose of financing improvements to the wastewater treatment facilities of the Glenbard Wastewater Authority, authorizing designated officers to sell said bonds by the execution of a bond order, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds and authorizing the sale of said bonds to the purchaser thereof.

PREAMBLES

WHEREAS

A. The Village of Glen Ellyn, DuPage County, Illinois (the “*Village*”), has a population in excess of 25,000, and pursuant to the provisions of the 1970 Constitution of the State of Illinois and particularly Article VII, Section 6(a) thereof, is a home rule unit and as such may exercise any power or perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt.

B. Pursuant to the home rule provisions of said Section 6, the Village has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval.

C. The Glenbard Wastewater Authority (the “*Authority*”) is a municipal joint action agency, duly organized and operating under the provisions of the Intergovernmental Cooperation Act, as amended and as supplemented by the Local Government Debt Reform Act, as amended, and by the other Omnibus Bond Acts, as amended (collectively, the “*Cooperation Act*”).

D. To provide for the joint and cooperative establishment and operation of a wastewater treatment system under and pursuant to the Cooperation Act, the Authority was organized, and now operates, under an amended and restated intergovernmental agreement (the “*Agreement*”),

by and between the Village and the Village of Lombard, DuPage County, Illinois (each, a “*Member*” and together, the “*Members*”).

E. The Authority owns and operates a wastewater treatment plant located in the Village and certain designated lines, connectors and equipment (including all property, real, personal or mixed, owned or to be owned by the Authority or under the control of the Authority, and used for wastewater treatment purposes, but excluding the sewerage collections systems of the Members, the “*Facility*”).

F. The enlargement, improvement or expansion of the Facility may be financed pursuant to the provisions of Article VIII of the Agreement.

G. Pursuant to Article VIII(B) of the Agreement, one Member may issue its own debt obligation to pay the amount required for such enlargement, improvement or expansion of the Facility and contribute the proceeds of such debt to the Authority.

H. The President and Board of Trustees of the Village (the “*Corporate Authorities*”) have previously considered the needs of the Village and have determined and do hereby determine that it is advisable, necessary and in the best interests of the Village and its residents, in order to promote public health, welfare, safety and convenience, to issue general obligation bonds (as hereinafter more fully defined, the “*Bonds*”) to finance construction of improvements to the Facility, including, but not limited to, the Primary Clarifier and Gravity Thickener Improvements Project (collectively, the “*Project*”), pursuant to and in accordance with the provisions of Article VIII(B) of the Agreement.

I. The Corporate Authorities have determined the total cost of the Project and costs and expenses incidental thereto, including in such costs and expenses all items of cost permitted under the home rule powers of the Village, and without limitation, costs of issuance of the Bonds,

capitalized interest, and reserves, to be not less than \$7,000,000; and there are not moneys of the Village on hand and available for the purpose of providing for the payment of such costs.

J. The Executive Oversight Committee of the Authority has approved issuance of the Bonds for the Project.

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 1. Definitions. Words and terms used in this Ordinance shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

A. The following words and terms are as defined in the preambles.

Agreement
Authority
Cooperation Act
Corporate Authorities
Facility
Member
Members
Project
Village

B. The following words and terms are defined as set forth.

“Act” means the Illinois Municipal Code, as supplemented and amended, and also the home rule powers of the Village under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and in the event of conflict between the provisions of the code and home rule powers, the home rule powers shall be deemed to supersede the provisions of the code.

“Ad Valorem Property Taxes” means the real property taxes levied to pay the Bonds as described and levied in (Section 14 of) this Ordinance.

“Bond Counsel” means Chapman and Cutler LLP, Chicago, Illinois.

“Bond Fund” means the Bond Fund established and defined in (Section 18 of) this Ordinance.

“Bond Moneys” means the Ad Valorem Property Taxes and any other moneys deposited into the Bond Fund and investment income held in the Bond Fund.

“Bond Order” means a Bond Order as authorized to be executed by Designated Officers as provided in (Section 16 of) this Ordinance, substantially in the form (with related certificates) as attached hereto as *Exhibit A*, and by which the final terms of the Bonds will be established.

“Bond Purchase Agreement” means the contract for the sale of the Bonds by and between the Village and the Purchaser, as evidenced by the executed Official Bid Form, in response to an Official Notice of Sale given by the Village in connection with the public competitive sale of the Bonds.

“Bond Register” means the books of the Village kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

“Bond Registrar” means U.S. Bank Trust Company, National Association or successor thereto, as bond registrar and paying agent for the Bonds, which bond registrar is a bank or trust company routinely in the business of providing such services and with a banking or corporate trust office currently located in the City of Chicago, Illinois.

“Bonds” means the not to exceed \$7,000,000 General Obligation Bonds, Series 2024, authorized to be issued by this Ordinance.

“*Book Entry Form*” means the form of the Bonds as fully registered and available in physical form only to the Depository.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Continuing Disclosure Undertaking*” means the undertaking by the Village for the benefit of the Purchaser as authorized in (Section 17 of) this Ordinance and substantially in the form as attached hereto as *Exhibit B*.

“*County*” means The County of DuPage, Illinois.

“*County Clerk*” means the County Clerk of the County.

“*Depository*” means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, its successors, or a successor depository qualified to clear securities under applicable state and federal laws.

“*Designated Officers*” means the President and any one of the Village Clerk, Finance Director of the Village and Village Manager, acting in concert.

“*Municipal Advisor*” means Robert W. Baird & Co. Incorporated, Naperville, Illinois.

“*Purchase Price*” means the price to be paid for the Bonds as set forth in the Bond Order, *provided* that such price shall not be less than 96.0% of the par amount of the Bonds (exclusive of original issue discount, if any), plus accrued interest from the date of issue to the date of delivery, if any.

“*Purchaser*” means the purchaser of the Bonds, as the winning bidder at competitive sale.

“*Record Date*” means the 15th day of the month preceding any regular interest payment date on the Bonds or the 15th day preceding any interest payment date on the Bonds other than on a regular interest payment date occasioned by a redemption of Bonds.

“*Tax-exempt*” means the status of interest paid and received thereon as excludible from gross income for federal income tax purposes, the status of interest paid and received thereon as excludible from the gross income of the registered owners thereof under the Code for federal income tax purposes and is not includible as an item of tax preference in computing the alternative minimum tax for individuals.

C. Definitions also appear in the above preambles or in specific sections, as appearing below. The table of contents preceding and the headings in this Ordinance are for the convenience of the reader and are not a part of this Ordinance.

Section 2. Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and do incorporate them into this Ordinance by this reference.

Section 3. Determination To Issue Bonds. It is advisable, necessary and in the best interests of the Village and its residents, in order to promote the public health, welfare, safety and convenience, to provide for the Project, to pay all necessary or advisable related costs, and to borrow money and issue the Bonds for the purpose of paying a part of such costs. It is hereby found and determined that such borrowing of money is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

Section 4. Bond Details.

A. For the purpose of providing for the Project, there shall be issued and sold the Bonds in the aggregate principal amount of not to exceed \$7,000,000.

B. The Bonds shall each be designated “*General Obligation Bond, Series 2024*” or such other name or series designation as may be appropriate and as stated in the Bond Order. The Bonds shall be dated on or before the date of issuance as may be set forth in the Bond Order (the “*Dated*”

Date”); and each Bond shall also bear the date of authentication thereof. The Bonds shall be fully registered and in Book Entry Form, shall be in denominations of \$5,000 or integral multiples thereof (but no single Bond shall represent principal maturing on more than one date), and shall be numbered consecutively in such fashion as shall be determined by the Bond Registrar. The Bonds shall become due and payable serially on January 1 of any year, not later than January 1, 2045.

C. The Bonds shall mature in the amounts and in the years as shall be set forth in the Bond Order, *provided, however*, that the *sum* of the principal of and interest on the Bonds due (or subject to mandatory redemption) in any given annual period from January 2 to the following January 1 (a “*Bond Year*”) shall not exceed \$600,000. Further conditions of sale and delivery are set forth below (Section 16).

D. Each Bond shall bear interest at a rate not to exceed six percent (6.0%) per annum from the later of its Dated Date as herein provided or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on January 1 and July 1 of each year, commencing on such January 1 or July 1 as shall be provided in the Bond Order. Interest on each Bond shall be paid by check or draft of the Bond Registrar, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date and mailed to the registered owner of the Bond as shown in the Bond Registrar or at such other address furnished in writing by such Registered Owner, or as otherwise may be agreed with the Depository for so long as the Depository or its nominee is the registered owner as of a given Record Date. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the office of the Bond Registrar maintained for the purpose or at successor Bond Register or locality.

Section 5. Registration of Bonds; Persons Treated as Owners. The Village shall cause books (the “*Bond Register*” as defined) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the office of the Bond Registrar maintained for such purpose, which is hereby constituted and appointed the registrar of the Village for the Bonds. The Village shall prepare, and the Bond Registrar or such other agent as the Village may designate shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds. Subject to the provisions of this Ordinance relating to the Bonds in Book Entry Form, any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the office of the Bond Registrar maintained for the purpose, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount. The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however*, the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which

have been paid. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Bonds for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

Section 6. Book Entry Provisions. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each maturity bearing the same interest rate. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of the Depository or a designee or nominee of the Depository (such depository or nominee being the “*Book Entry Owner*”). Except as otherwise expressly provided, all of the outstanding Bonds from time to time shall be registered in the Bond Register in the name of the Book Entry Owner (and accordingly in Book Entry Form as such term is used in this Ordinance). Any Village officer, as representative of the Village, is hereby authorized, empowered, and directed to execute and deliver or utilize a previously executed and delivered Letter of Representations or Blanket Letter of Representations (either being the “*Letter of Representations*”) substantially in the form common in the industry, or with such changes therein as the officer executing the Letter of Representations on behalf of the Village shall approve, his or her execution thereof to constitute conclusive evidence of approval of such changes, as shall be necessary to effectuate Book Entry Form. Without limiting the generality of the authority given with respect to entering into such Letter of Representations, it may contain provisions relating to (a) payment procedures, (b) transfers of the

Bonds or of beneficial interests therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices. With respect to Bonds registered in the Bond Register in the name of the Book Entry Owner, none of the Village, any Village officer, or the Bond Registrar shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank, or other financial institution being referred to herein as a “*Depository Participant*”) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, the Village, any Village officer, and the Bond Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the Book Entry Owner, or any Depository Participant with respect to any ownership interest in the Bonds, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register or as otherwise expressly provided in the Letter of Representations, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. In the event that (a) the Village determines that the Depository is incapable of discharging its responsibilities described herein and in the Letter of Representations, (b) the agreement among the Village, the Bond Registrar, and the Depository evidenced by the Letter of Representations shall be terminated for any reason, or (c) the Village determines that it is in the best interests of the Village or of the beneficial owners of the Bonds either that they be able to obtain certificated Bonds

or that another depository is preferable, the Village shall notify the Depository and the Depository shall notify the Depository Participants of the availability of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of the Book Entry Owner. Alternatively, at such time, the Village may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a system accommodating Book Entry Form, as may be acceptable to the Village, or such depository's agent or designee, but if the Village does not select such alternate book entry system, then the Bonds shall be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 7. Execution; Authentication. The Bonds shall be executed on behalf of the Village by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village Clerk, as they may determine, and shall be impressed or imprinted with the corporate seal or facsimile seal of the Village. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form provided, duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. . The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be

necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 8. Term Bonds; Mandatory Redemption. As designated in the Bond Order, Bonds may be subject to mandatory redemption (as Term Bonds); *provided, however*, that in such event the amounts due pursuant to mandatory redemption shall be the amounts used to satisfy the tests set forth in (Section 4 of) this Ordinance for the maximum amounts of principal and interest due on the Bonds in any given Bond Year. Bonds designated as Term Bonds shall be made subject to mandatory redemption by operation of the Bond Fund at a redemption price of par plus accrued interest on January 1 of the years and in the amounts as shall be determined in a Bond Order. The Village covenants that it will redeem Term Bonds pursuant to the mandatory redemption requirement for such Term Bonds. Proper provision for mandatory redemption having been made, the Village covenants that the Term Bonds so selected for redemption shall be payable as at maturity, and taxes shall be levied and collected as provided herein accordingly.

Section 9. Effects of Purchase or Optional Redemption of Term Bonds. If the Village redeems pursuant to optional redemption as may be provided or purchases Term Bonds of any maturity and cancels the same from Bond Moneys as hereinafter described, then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the mandatory redemption requirements provided for Term Bonds of such maturity, first, in the current year of such requirement, until the requirement for the current year has been fully met, and then in any order of such Term Bonds as due at maturity or subject to mandatory redemption in any year, as the Village shall determine. If the Village redeems pursuant to optional redemption as may be provided or purchases Term Bonds of any maturity and cancels the same from moneys other than Bond Moneys, then an amount equal to the principal amount of Term Bonds so redeemed or

purchased shall be deducted from the amount of such Term Bonds as due at maturity or subject to mandatory redemption requirement in any year, as the Village shall determine.

Section 10. Optional Redemption. As designated in the Bond Order, Bonds may be subject to redemption prior to maturity at the option of the Village, from any available funds, in whole or in part, on any date specified, and if in part, in any order of maturity (and, if applicable, in any order of mandatory redemption payments) as selected by the Village, and if less than an entire maturity, in integral multiples of \$5,000, selected by lot by the Bond Registrar, at the redemption price of par plus accrued interest to the redemption date. As provided in the Bond Order, some portion or all of the Bonds may be made not subject to optional redemption.

Section 11. Redemption Procedure. Bonds subject to redemption shall be identified, notice given, and paid and redeemed pursuant to the procedures as follows:

A. Notice to Bond Registrar. For a mandatory redemption, the Bond Registrar shall proceed to redeem Bonds without any further order or direction from the Village whatsoever. For an optional redemption, the Village shall, at least 45 days prior to a redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the maturities and principal amounts of Bonds to be redeemed, and, if Term Bonds are to be redeemed, the application of the amount redeemed to the mandatory redemption schedule for such Term Bonds.

B. Selection of Bonds within a Maturity. For purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar for the Bonds of such series and maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided*, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to

be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable receipt of funds sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

C. *Official Notice of Redemption.* The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed. Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class U.S. mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar. All official notices of redemption shall include the name of the Bonds and at least the information as follows:

- (1) the redemption date;
- (2) the redemption price;
- (3) if less than all of the outstanding Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such maturity, the respective principal amounts) of the Bonds to be redeemed;
- (4) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for

redemption and that interest thereon shall cease to accrue from and after said date;
and

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the office of the Bond Registrar maintained for that purpose.

D. Conditional Redemption. Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

E. Bonds Shall Become Due. Subject to the stated condition in paragraph (D) immediately preceding, official notice of redemption having been given as described, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due.

F. Insufficiency in Notice Not Affecting Other Bonds; Failure to Receive Notice; Waiver. Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. *In lieu of the foregoing official notice, so long as the Bonds are held in Book Entry Form, notice may be given as provided in the Letter of Representations, and the giving of such notice shall constitute a waiver by the Depository and the Book Entry Owner, as registered owner, of the foregoing notice.*

G. New Bond in Amount Not Redeemed. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

H. Effect of Nonpayment upon Redemption. If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid or duly provided for, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption.

I. Bonds to Be Cancelled; Payment to Identify Bonds. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be

reissued. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

J. Additional Notice. The Village agrees to provide such additional notice of redemption as it may deem advisable at such time as it determines to redeem Bonds, taking into account any requirements or guidance of the Securities and Exchange Commission, the Municipal Securities Rulemaking Board, the Government Accounting Standards Board, or any other federal or state agency having jurisdiction or authority in such matters; *provided, however,* that such additional notice shall be (1) advisory in nature, (2) solely in the discretion of the Village, (3) not be a condition precedent of a valid redemption or a part of the Bond contract, and (4) any failure or defect in such notice shall not delay or invalidate the redemption of Bonds for which proper official notice shall have been given. Reference is also made to the provisions of the Continuing Disclosure Undertaking of the Village with respect to the Bonds, which may contain other provisions relating to notice of redemption of Bonds.

K. Bond Registrar to Advise Village. As part of its duties hereunder, the Bond Registrar shall prepare and forward to the Village a statement as to notices given with respect to each redemption together with copies of the notices as mailed.

Section 12. Form of Bonds. The Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend “See Reverse Side for Additional Provisions” shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[FORM OF BONDS - FRONT SIDE]

REGISTERED
NO. _____

REGISTERED
\$ _____

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
THE COUNTY OF DUPAGE
VILLAGE OF GLEN ELLYN
GENERAL OBLIGATION BOND
SERIES 2024**

See Reverse Side for
Additional Provisions.

Interest Maturity Dated
Rate: _____ % Date: January 1, 20____ Date: _____, 2024 CUSIP: 377478 _____

Registered Owner: CEDE & CO.

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Glen Ellyn, DuPage County, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the “*Village*”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on January 1 and July 1 of each year, commencing _____ 1, 20____, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the office maintained for that purpose at U.S. Bank Trust Company, National Association, located in the City of Chicago, Illinois, as paying agent and bond registrar (the “*Bond Registrar*”). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village

maintained by the Bond Registrar at the close of business on the applicable Record Date. The Record Date shall be the 15th day of the month preceding any interest payment date on the Bonds or the 15th day of preceding any interest payment date on the Bonds other than on a regular interest payment date occasioned by a redemption of Bonds. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the Village and the Bond Registrar for so long as this Bond is held by a qualified securities clearing corporation as depository, or nominee, in Book Entry Form as provided for same.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the authorizing act, have existed and have been properly done, happened, and been performed in regular and due form and time as required by law; that the indebtedness of the Village, represented by the Bonds, and including all other indebtedness of the Village, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the Village sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the Village of Glen Ellyn, DuPage County, Illinois, by its President and Board of Trustees, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

SPECIMEN

President, Village of Glen Ellyn
DuPage County, Illinois

ATTEST:

SPECIMEN

Village Clerk, Village of Glen Ellyn
DuPage County, Illinois

[SEAL]

[FORM OF AUTHENTICATION]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Bonds, Series 2024, having a Dated Date of _____, 2024, of the Village of Glen Ellyn, DuPage County, Illinois.

U.S. Bank Trust Company,
National Association,
as Bond Registrar

Date of Authentication: _____, 2024

By _____
SPECIMEN
Authorized Officer

[FORM OF BONDS - REVERSE SIDE]

This Bond is one of a series of bonds (the “*Bonds*”) in the aggregate principal amount of \$_____ issued by the Village for the purpose of paying the cost of providing for the Project (as defined in the hereinafter-defined Ordinance), and paying expenses incidental thereto, all as described and defined in the bond ordinance of the Village, adopted by the President and Board of Trustees of the Village on the 22nd day of April, 2024, authorizing the Bonds (the “*Ordinance*”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as amended; as further supplemented and, where necessary, superseded, by the powers of the Village as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970; and as further supplemented by the Local Government Debt Reform Act of the State of Illinois, as amended (collectively, such Illinois Municipal Code, constitutional home rule powers, and Reform Act being the “*Act*”), and with the Ordinance, which has been duly passed by the Board of Trustees and approved by the President, and published, in all respects as by law required.

The principal of and premium, if any, and interest on the Bonds are payable from unlimited ad valorem taxes levied on all of the taxable property in the Village sufficient to pay when due all principal of and interest on the Bonds (the "*Property Taxes*"). For the prompt payment of this Bond, both principal and interest as aforesaid, at stated maturity or as called for redemption, the Property Taxes including the full faith and credit of the Village, are hereby irrevocably pledged.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the Village, represented by the Bonds, and including all other indebtedness of the Village, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of the Property Taxes in an amount sufficient to pay the principal of and interest on the Bonds, and further, that the Village will properly account for the Property Taxes and will comply with all of the covenants and maintain the funds and accounts as provided by the Ordinance.

This Bond is subject to provisions relating to redemption and terms and notice of redemption, registration, transfer, and exchange and such other terms and provisions relating to security and payment as are set forth in the Ordinance, to which reference is hereby expressly made, and to all the terms of which the registered owner hereof is hereby notified and shall be subject.

The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof

and interest due hereon and for all other purposes, and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

[THE VILLAGE HAS DESIGNATED THIS BOND AS A “QUALIFIED TAX-EXEMPT OBLIGATION” PURSUANT TO SECTION 265(B)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.]

[FORM OF ASSIGNMENT]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

--

Here insert Social Security Number,
Employer Identification Number or
other Identifying Number

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 13. Security for the Bonds. The Bonds are a general obligation of the Village, for which the full faith and credit of the Village are irrevocably pledged, and are payable from the levy of taxes on all of the taxable property in the Village, without limitation as to rate or amount, and from any other lawfully available funds.

Section 14. Tax Levy; Abatements. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, *there is hereby levied upon all of the taxable property within the Village, in the years for which any of the Bonds are outstanding, Ad Valorem Property Taxes as limited by (Section 4 of) this Ordinance, and as shall be fully set forth in the Bond Order for the Bonds.* Ad Valorem Property Taxes and other moneys on deposit in the Bond Fund from time to time (“Bond Moneys” as herein defined) shall be applied to pay principal of and interest on the Bonds. Interest on or principal of the Bonds coming due at any time when there are insufficient Bond Moneys to pay the same shall be paid promptly when due from current funds on hand in advance of the deposit of the Ad Valorem Property Taxes; and when the Ad Valorem Property Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The Village covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the Ad Valorem Property Taxes. The Village and its officers will comply with all present and future applicable laws in order to assure that the Ad Valorem Property Taxes may lawfully be levied, extended, and collected as provided herein. In the event that funds from any other lawful source are or will be available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Ad Valorem Property Taxes levied herein for the payment of same, the Corporate Authorities shall, by proper proceedings, direct the transfer of such funds to the Bond Fund, and shall then direct the abatement of the taxes by the amount so deposited. The Village covenants and agrees that it will not direct the abatement of taxes until money has been deposited into the Bond Fund in the amount of such abatement. A certified copy or other

notification of any such proceedings abating taxes may then be filed with the County Clerk in a timely manner to effect such abatement.

Section 15. Filing with County Clerk. Promptly, after this Ordinance becomes effective and upon execution of a Bond Order, a copy hereof, together with said Bond Order, certified by the Village Clerk, shall be filed with the County Clerk. Under authority of this Ordinance, the County Clerk shall in and for each of the years as set forth in each and every Bond Order, ascertain the rate percent required to produce the aggregate Ad Valorem Property Taxes levied in each of such years; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in such years in and by the Village for general corporate purposes of the Village; and in each of those years such annual tax shall be levied and collected by and for and on behalf of the Village in like manner as taxes for general corporate purposes for such years are levied and collected, without limit as to rate or amount, and in addition to and in excess of all other taxes.

Section 16. Sale of Bonds; Bond Order; Official Statement. The Designated Officers are hereby authorized to proceed, without any further official authorization or direction whatsoever from the Corporate Authorities, to sell and deliver Bonds as herein provided. The Designated Officers shall be and are hereby authorized and directed to sell the Bonds to the Purchaser for the Purchase Price and upon the following conditions:

- (1) The Purchaser shall be the winning bidder at public competitive sale of the Bonds.
- (2) The Municipal Advisor shall provide advice (in the form of written certificate or report) that the terms of the Bonds are fair and reasonable in light of current conditions in the market for Tax-exempt obligations such as the Bonds.

Nothing in this Section shall require the Designated Officers to sell the Bonds if in their judgment the conditions in the bond markets shall have markedly deteriorated from the time of adoption hereof, but the Designated Officers shall have the authority to sell the Bonds in any event so long as the limitations set forth in this Ordinance shall have been met. Incidental to any sale of the Bonds, the Designated Officers shall find and determine that no person holding any office of the Village either by election or appointment, is in any manner financially interested, either directly, in his or her own name, or indirectly, in the name of any other person, association, trust or corporation, in the agreement with the Purchaser for the purchase of the Bonds.

Upon the sale of the Bonds, the Designated Officers and any other officers of the Village as shall be appropriate shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, a Bond Order, Preliminary Official Statement, Official Statement, Bond Purchase Agreement, closing documents; such certifications, tax returns, and documentation as may be required by Bond Counsel, including, specifically, a tax agreement, to render their opinions as to the Tax-exempt status of the interest on the Bonds; and such certifications, tax returns, and documentation as may be advised by Bond Counsel as appropriate, to establish and maintain the Tax-exempt status of the interest on the Bonds. The Preliminary Official Statement relating to the Bonds, such document to be in substantially the form now on file with the Village Clerk and available to the Corporate Authorities and to members of the interested public, is hereby in all respects authorized and approved; and the proposed use by the Purchaser of an Official Statement (in substantially the form of the Preliminary Official Statement but with appropriate variations to reflect the final terms of the Bonds) is also hereby authorized and approved. The Bond Purchase Agreement for the sale of the Bonds to the Purchaser (in this matter consisting of the Official Notice of Sale and Official Bid Form as appended to the Preliminary Official Statement), such document to be in substantially

the form now on file with the Village Clerk and available to the Corporate Authorities and to members of the interested public, is hereby in all respects authorized and approved. The Designated Officers are hereby authorized to execute each Bond Purchase Agreement, their execution to constitute full and complete approval of all necessary or appropriate completions and revisions as shall appear therein. Upon the sale of the Bonds, the Designated Officers so acting shall prepare the Bond Order for same, such document to be in substantially the form as set forth as *Exhibit A* attached hereto, which shall include the pertinent details of sale as provided herein, and which shall enumerate the levy of Ad Valorem Property Taxes to pay the Bonds, and such shall in due course be entered into the records of the Village and made available to the Corporate Authorities. *The authority to sell the Bonds pursuant to any Bond Order as herein provided shall expire on October 22, 2024.*

Section 17. Continuing Disclosure Undertaking. Each of the Designated Officials is hereby authorized, empowered, and directed to execute and deliver the Continuing Disclosure Undertaking in substantially the same form as now before the Village as *Exhibit B* to this Ordinance, or with such changes therein as the officer executing the Continuing Disclosure Undertaking on behalf of the Village shall approve, his or her execution thereof to constitute conclusive evidence of his or her approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, the Continuing Disclosure Undertaking will be binding on the Village and the officers, employees, and agents of the Village, and the officers, employees, and agents of the Village are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of

the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

Section 18. Creation of Funds and Appropriations.

A. There is hereby created a “*General Obligation Bonds, Series 2024, Bond Fund*” (the “*Bond Fund*”), which shall be the fund for the payment of principal of and interest on the Bonds. Accrued interest, if any, received upon delivery of the Bonds and the amount necessary from the proceeds of the Bonds to pay first interest coming due on the Bonds, if any, shall be deposited into the Bond Fund and be applied to pay first interest coming due on the Bonds.

B. The Ad Valorem Property Taxes shall either be deposited into the Bond Fund and used for paying the principal of and interest on the Bonds or be used to reimburse a fund or account from which advances to the Bond Fund may have been made to pay principal of or interest on the Bonds prior to receipt of Ad Valorem Property Taxes. Interest income or investment profit earned in the Bond Fund shall be retained in the Bond Fund for payment of the principal of or interest on the Bonds on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Corporate Authorities, transferred to such other fund as may be determined. The Village hereby pledges, as equal and ratable security for the Bonds, all Bond Moneys on deposit in the Bond Fund for the sole benefit of the registered owners of the Bonds, subject to the reserved right of the Corporate Authorities to transfer certain interest income or investment profit earned in the Bond Fund to other funds of the Village, as described in the preceding sentence.

C. The amount necessary from the proceeds of the Bonds shall be used to pay costs of issuance of the Bonds and shall be retained by the Village Treasurer to pay such expenses. Any disbursements for expenses shall be made from time to time as necessary. Any excess from the

money held for such purpose shall be deposited into the Project Fund not more than three months from the date of issuance of the Bonds.

D. The remaining proceeds of the Bonds shall be set aside in a separate fund, heretofore created and held and maintained by the Authority and designated as the “*Series 2024 Project Fund*” (the “*Project Fund*”). The Project Fund shall be the fund for the receipt and disbursement of proceeds of the Bonds for the Project. The Authority reserves the right, as it becomes necessary or advisable from time to time, to revise the list of expenditures for the Project, to change priorities, to revise cost allocations between expenditures and to substitute projects, in order to meet current needs of the Authority; *subject, however*, to the various covenants set forth in this Ordinance and in related certificates given in connection with delivery of the Bonds.

Section 19. General Tax Covenants. The Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting, or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code, would otherwise cause the interest on the Bonds to be includable in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation for interest paid on the Bonds under present rules, the Village may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination. In furtherance of the foregoing provisions, but without limiting their generality, the Village agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants, and assurances contained in certificates or

agreements as may be prepared by Bond Counsel; (c) to consult with such Bond Counsel and to comply with such advice as may be given; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 20. Certain Specific Tax Covenants.

A. None of the Bonds shall be a “private activity bond” as defined in Section 141(a) of the Code; and the Village certifies, represents, and covenants as follows:

(1) Not more than 5% of the net proceeds and investment earnings of the Bonds is to be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit.

(2) Not more than 5% of the amounts necessary to pay the principal of and interest on the Bonds will be derived, directly or indirectly, from payments with respect to any private business use by any person other than a state or local governmental unit.

(3) None of the proceeds of the Bonds is to be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

(4) No user of the infrastructure of the Village to be improved as part of the Project other than the Village or another governmental unit, will use the same on any basis other than the same basis as the general public; and no person, other than the Village or another governmental unit, will be a user of such infrastructure as a result of (i) ownership or (ii) actual or beneficial use pursuant to a lease, a management or incentive payment contract other than as expressly permitted by the Code, or (iii) any other arrangement.

B. The Bonds shall not be “arbitrage bonds” under Section 148 of the Code; and the Village certifies, represents, and covenants as follows:

(1) With respect to the Project, the Village has heretofore incurred or within six months after delivery of the Bonds expects to incur substantial binding obligations to be paid for with money received from the sale of the Bonds, said binding obligations comprising binding contracts for the Project in not less than the amount of 5% of the proceeds of the Bonds allocable to the Project.

(2) More than 85% of the proceeds of the Bonds allocable to the Project will be expended no later than three years from the issuance of the Bonds for the purpose of paying the costs of the Project.

(3) All of the principal proceeds of the Bonds allocable to the Project and investment earnings thereon will be used, needed, and expended for the purpose of paying the costs of the Project including expenses incidental thereto.

(4) Work on the Project is expected to proceed with due diligence to completion.

(5) Except for the Bond Fund, the Village has not created or established and will not create or establish any sinking fund reserve fund or any other similar fund to provide for the payment of the Bonds. The Bond Fund has been established and will be funded in a manner primarily to achieve a proper matching of revenues and debt service and will be depleted at least annually to an amount not in excess of 1/12th the particular annual debt service on the Bonds. Money deposited into the Bond Fund will be spent within a 13-month period beginning on the date of deposit, and investment earnings in the Bond Fund will be spent or withdrawn from the Bond Fund within a one-year period beginning on the date of receipt.

(6) Amounts of money related to the Bonds required to be invested at a yield not materially higher than the yield on the Bonds, as determined pursuant to such tax certifications or agreements as the Village officers may make in connection with the issuance of the Bonds, shall be so invested; and appropriate Village officers are hereby authorized to make such investments.

(7) Unless an applicable exception to Section 148(f) of the Code, relating to the rebate of “excess arbitrage profits” to the United States Treasury (the “*Rebate Requirement*”) is available to the Village, the Village will meet the Rebate Requirement.

(8) Relating to such applicable exceptions, any Village officer charged with issuing the Bonds is hereby authorized to make such elections under the Code as such officer shall deem reasonable and in the best interests of the Village. If such election may result in a “penalty in lieu of rebate” as provided in the Code, and such penalty is incurred (the “*Penalty*”), then the Village shall pay such Penalty.

C. The Village reserves the right to use or invest moneys in connection with the Bonds in any manner or to make changes in the Project list or to use the Village infrastructure acquired, constructed, or improved as part of the Project in any manner, notwithstanding the representations and covenants in this Ordinance, *provided* it shall first have received an opinion from an attorney or a firm of attorneys of nationally recognized standing in matters pertaining to Tax-exempt bonds to the effect that use or investment of such moneys or the changes in or use of such infrastructure as contemplated will not result in loss or impairment of Tax-exempt status for the Bonds.

D. Prior to the date hereof in the current calendar year, no obligations that constitute “qualified tax-exempt obligations” for the purposes and within the meaning of Section 265(b)(3) of the Code have been issued by the Village or any entity issuing obligations on behalf of the Village.

E. As designated in the Bond Order, Bonds may be issued as “bank qualified bonds” in an amount not to exceed \$10,000,000 per calendar year of issuance (the “*BQ Bonds*”). The BQ Bonds are designated as “qualified tax-exempt obligations” for the purposes and within the meaning of Section 265(b)(3) of the Code.

Section 21. Municipal Bond Insurance.

A. Prior to the sale of Bonds, each of the Designated Officials are hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure such Bonds, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on such Bonds treating the fee paid as interest on the Bonds) is less than the present value of the interest reasonably expected to be saved on the Bonds over the term of such Bonds as a result of the Municipal Bond Insurance Policy.

B. In the event the payment of principal of and interest on the Bonds is insured pursuant to a municipal bond insurance policy (a “*Municipal Bond Insurance Policy*”) issued by a bond insurer (a “*Bond Insurer*”), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the Village and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of such Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding such Bonds, amendment hereof, or other terms, as approved by any of the Village Officers on advice of counsel, his or her approval to constitute full and complete acceptance by the Village of such terms and provisions under authority of this Section.

Section 22. Reimbursement. With respect to expenditures for the Project paid within the 60 day period ending on this date and with respect to which no declaration of intent was previously made, the Village hereby declares its intent to reimburse such expenditures and hereby allocates

proceeds of the Bonds in the amount indicated in the Tax Exemption Certificate and Agreement to be delivered in connection with the issuance of the Bonds to reimburse said expenditures.

Section 23. Rights and Duties of Bond Registrar. If requested by the Bond Registrar, any officer of the Village is authorized to execute standard form of agreements between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar under this Ordinance. In addition to the terms of such agreements and subject to modification thereby, the Bond Registrar by acceptance of duties under this Ordinance agree (a) to act as bond registrar, paying agent, authenticating agent, and transfer agent as provided herein; (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential to the extent permitted by law; (c) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer; (d) to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and (e) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Village covenants with respect to the Bond Registrar, and the Bond Registrar further covenants and agrees as follows:

(A) The Village shall at all times retain a Bond Registrar with respect to the Bonds; it will maintain at the designated office(s) of such Bond Registrar a place or places where Bonds may be presented for payment, registration, transfer or exchange; and it will require that the Bond Registrar properly maintain the Bond Register and perform the other duties and obligations imposed upon it by this Ordinance in a manner consistent with the standards, customs and practices of the municipal securities industry.

(B) The Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance by executing the certificate of authentication on any Bond, and by such execution the Bond Registrar shall be deemed to have certified to the

Village that it has all requisite power to accept and has accepted such duties and obligations not only with respect to the Bond so authenticated but with respect to all the Bonds. Any Bond Registrar shall be the agent of the Village and shall not be liable in connection with the performance of its duties except for its own negligence or willful wrongdoing. Any Bond Registrar shall, however, be responsible for any representation in its certificate of authentication on Bonds.

(C) The Village may remove the Bond Registrar at any time. In case at any time the Bond Registrar shall resign, shall be removed, shall become incapable of acting, or shall be adjudicated a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Bond Registrar or of the property thereof shall be appointed, or if any public officer shall take charge or control of the Bond Registrar or of the property or affairs thereof, the Village covenants and agrees that it will thereupon appoint a successor Bond Registrar. The Village shall give notice of any such appointment made by it to each registered owner of any Bond within twenty days after such appointment in any reasonable manner as the Village shall select. Any Bond Registrar appointed under the provisions of this Section shall be a bank, trust company, or national banking association maintaining a corporate trust office in Illinois or New York, and having capital and surplus and undivided profits in excess of \$100,000,000. The Village Clerk is hereby directed to file a certified copy of this Ordinance with the Bond Registrar.

Section 24. Defeasance. Any Bond or Bonds which (a) are paid and cancelled, (b) which have matured and for which sufficient sums have been deposited with the Bond Registrar to pay all principal and interest due thereon, or (c) for which sufficient funds and Defeasance Obligations have been deposited with the Bond Registrar or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on such Bond or Bonds when

due at maturity, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Ad Valorem Property Taxes and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to the Tax-exempt status of the Bonds; and payment, registration, transfer, and exchange; are expressly continued for all Bonds whether outstanding Bonds or not. For purposes of this Section, “*Defeasance Obligations*” means (a) direct and general full faith and credit obligations of the United States Treasury (“*Directs*”), (b) certificates of participation or trust receipts in trusts comprised wholly of Directs or (c) other obligations unconditionally guaranteed as to timely payment by the United States Treasury.

Section 25. Record-Keeping Policy and Post-Issuance Compliance Matters. On October 8, 2012, the Corporate Authorities adopted a record-keeping policy (the “*Policy*”) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the Village, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the Village or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Corporate Authorities and the Village hereby reaffirm the Policy.

Section 26. Publication of Ordinance. A full, true, and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Corporate Authorities.

Section 27. Severability. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Ordinance.

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Section 28. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict with this Ordinance, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

ADOPTED: April 22, 2024

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED: April 22, 2024

President, Village of Glen Ellyn
DuPage County, Illinois

Published in pamphlet form by authority of the President and Board of Trustees on
April __, 2024.

ATTEST:

Village Clerk, Village of Glen Ellyn
DuPage County, Illinois

EXHIBIT A
FORM OF BOND ORDER
IN CONNECTION WITH THE ISSUANCE OF
\$ _____
GENERAL OBLIGATION BONDS, SERIES 2024

To: Honorable President and Board of Trustees
Village of Glen Ellyn, DuPage County, Illinois, and the
County Clerk of The County of DuPage, Illinois

GREETINGS:

We are pleased to advise you as follows:

A. SALE

Please be advised that the President and Board of Trustees (the “*Corporate Authorities*”) of the Village of Glen Ellyn, DuPage County Illinois (the “*Village*”), have heretofore adopted on the 22nd day of April, 2024, a bond ordinance entitled:

AN ORDINANCE providing for the issuance of not to exceed \$7,000,000 General Obligation Bonds, Series 2024, of the Village of Glen Ellyn, DuPage County, Illinois, for the purpose of financing improvements to the wastewater treatment facilities of the Glenbard Wastewater Authority, authorizing designated officers to sell said bonds by the execution of a bond order, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds and authorizing the sale of said bonds to the purchaser thereof.

(the “*Bond Ordinance*”), which authorizes the issuance of general obligation bonds (the “*Bonds*”) of the Village for the purpose of financing improvements to the wastewater treatment facilities of the Glenbard Wastewater Authority, and paying costs related to the issuance the Bonds. Terms used but not defined herein shall have the same meanings as terms defined in the Bond Ordinance. Responsive to authority contained in the Bond Ordinance and as the “*Designated Officers*” of the Village under the same, the undersigned have sold the Bonds in the aggregate principal amount of \$ _____ to the purchaser thereof, being the lowest cost and best bidder at public competitive

sale of the Bonds, namely, _____, _____, pursuant to a bond purchase agreement (consisting of the Official Notice of Sale and Official Bid Form) by and between the Village and the Purchaser and dated the ____ day of _____, 2024 (the “*Bond Purchase Agreement*”), at a price of \$_____ (representing the par amount of the Bonds, net of an underwriters’ discount of \$_____, plus original issue premium in the amount of \$_____). The price paid to the Village for the Bonds is not less than 96.0% of the par amount of the Bonds.

B. FINDINGS

The following further conditions have also been met: (a) We have received the required certificates and reports of the Municipal Advisor supporting our statements herein. (b) The Bonds do not exceed the maximum authorized amount of \$7,000,000. (c) No interest rate on the Bonds exceeds 6.0% per annum. (d) The *sum* of the principal of and interest on the Bonds due (or subject to mandatory redemption) in any given annual period from January 2 to the following January 1 (a “*Bond Year*”) does not exceed \$600,000. (e) No Bond matures later than January 1, 2045. (f) The terms of the Bonds are fair and reasonable in light of current conditions in the market for Tax-exempt obligations such as the Bonds.

C. NO CONFLICTS

No person holding any office of the Village either by election or appointment, is in any manner financially interested, either directly, in his or her own name, or indirectly, in the name of any other person, association, trust or corporation, in the Bond Purchase Agreement with the Purchaser, for the purchase of the Bonds.

D. TERMS OF THE BONDS

The Bonds shall be designated “General Obligation Bonds, Series 2024.” Pursuant to the terms of the Bond Purchase Agreement, the Bonds shall be issued in the amount of \$_____.

shall be dated as of the date of delivery; and shall have the further terms as is set forth in *Exhibit I* attached hereto and incorporated herein by reference.

E. TAXES

Section 14 of the Bond Ordinance provides for direct annual taxes to pay the principal of and interest on the Bonds promptly when and as the same falls due at maturity or as subject to mandatory redemption. Please be further advised that the Bonds were sold on terms resulting in a final schedule of taxes levied and to be extended as set forth in *Exhibit II* attached hereto and incorporated herein by reference.

F. BOND INSURANCE

[The Purchaser has not requested and no Bond Municipal Bond Insurance Policy has been procured as of the date hereof for the payment of principal of and interest on the Bonds.]

G. DEPOSITS INTO FUNDS

At the time of execution of this Bond Order, the proceeds of the Bonds are expected to be used substantially as follows:

Derived as follows:	(\$)
(1) Par Amount	
(2) Reoffering Premium	
(3) Purchaser's Underwriting Discount (-)	()
(4) Purchase Price (=)	
(5) Accrued Interest (+)	_____
(6) Total Received by Village (=)	

Allocated or spent as follows: (\$)

- (a) Costs of Issuance paid directly or held by the Village Treasurer (+)
- (b) Accrued Interest to Bond Fund (+)
- (c) Project Fund (+)
- (d) Contingency amount, to Project Fund if not used for Costs of Issuance (+)
- (e) Total (=)

H. RECORDS

Finally, please be advised that this Bond Order shall be entered into the records of the Village and made available to all members of the Corporate Authorities at a public meeting thereof held after the date hereof.

Respectfully submitted as of this ____ day of _____, 2024.*

Village President

Village Clerk

Finance Director

Village Manager

* Note: This order to be signed by the Village President and not less than one (1) of the other named officers.

ACKNOWLEDGMENT OF FILING

Filed in the office of the Village Clerk of the Village of Glen Ellyn, DuPage County,
Illinois, this ____ day of _____, 2024.

Village Clerk
Village of Glen Ellyn
DuPage County, Illinois

EXHIBITS:

EXHIBIT	DESCRIBES
I	Terms of the Bonds
II	Taxes to be levied for the Bonds

EXHIBIT I

TERMS OF THE BONDS

BOND DETAILS

The Bonds are due on January 1 of the years and in the amounts and bear interest at the rates per annum as follows:

YEAR	AMOUNT (\$)	RATE (%)
------	-------------	----------

Each of the Bonds bears interest from the later of the dated date as stated above or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond, respectively, is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on January 1 and July 1 of each year, commencing on _____ 1, 20__.

OPTIONAL REDEMPTION

The Bonds maturing on and after January 1, 20__, are subject to redemption prior to maturity at the option of the Village from any available funds on January 1, 20__, or on any date thereafter, in whole or in part, and if in part in such principal amounts and from such maturities as determined by the Village, and within any maturity by lot at a redemption price of par plus accrued interest.

MANDATORY REDEMPTION

The Bonds coming due on January 1 of the year 20__ are Term Bonds and are subject to mandatory redemption by operation of the Bond Fund at a price of par, without premium, plus accrued interest to the date fixed for redemption, on January 1 of the years and in the amounts as follows:

FOR THE 20__ TERM BOND:

YEAR	AMOUNT (\$)
20__	
20__	(stated maturity)

EXHIBIT II

TAX LEVY FOR BONDS

YEAR	A TAX SUFFICIENT TO PRODUCE THE DOLLAR (\$) AMOUNT	
2024	\$	for interest and principal up to and including January 1, 2026
2025	\$	for interest and principal
2026	\$	for interest and principal
2027	\$	for interest and principal
2028	\$	for interest and principal
2029	\$	for interest and principal
2030	\$	for interest and principal
2031	\$	for interest and principal
2032	\$	for interest and principal
2033	\$	for interest and principal
2034	\$	for interest and principal
2035	\$	for interest and principal
2036	\$	for interest and principal
2037	\$	for interest and principal
2038	\$	for interest and principal
2039	\$	for interest and principal
2040	\$	for interest and principal
2041	\$	for interest and principal
2042	\$	for interest and principal
2043	\$	for interest and principal

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

**NOTIFICATION OF BOND TERMS AND
DIRECTION FOR COLLECTION OF TAXES
\$ _____ GENERAL OBLIGATION BONDS, SERIES 2024**

TO: THE COUNTY CLERK OF THE COUNTY OF DuPAGE, ILLINOIS: GREETINGS.

 Please take note of the advice and terms on the attached Bond Order (the “*Bond Order*”), dated as of the ____ day of _____, 2024, for the aggregate principal amount of \$ _____ General Obligation Bonds, Series 2024, of the Village of Glen Ellyn, DuPage County, Illinois (the “*Village*”), which Bond Order has been executed by the designated officers of the Village. Terms used herein are by reference to the Bond Order.

 YOU ARE ACCORDINGLY ORDERED AND DIRECTED to collect taxes, levied in (Section 14 of) the Bond Ordinance, as enumerated in the Bond Order.

 IN WITNESS WHEREOF we hereunto affix our official signatures as of this ____ day of _____, 2024.*

Village President

Village Clerk

Finance Director

Village Manager

* Note: This order to be signed by the Village President and not less than one (1) of the other named officers.

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

FILING CERTIFICATE
\$ _____ GENERAL OBLIGATION BONDS, SERIES 2024

I, the undersigned, do hereby certify that I am the duly elected, qualified and acting County Clerk of The County of DuPage, Illinois (the “*County*”), and as such officer I do further certify that on the ____ day of _____, 2024, there was filed in my office as County Clerk a BOND ORDER IN CONNECTION WITH THE ISSUANCE OF \$ _____ GENERAL OBLIGATION BONDS, SERIES 2024, of the Village of Glen Ellyn, DuPage County, Illinois (the “*Village*”), which Bond Order has been executed by the designated officers of the Village, has been dated as of the ____ day of _____, 2024, and is accompanied by a NOTIFICATION OF BOND TERMS AND DIRECTION FOR COLLECTION OF TAXES, signed by said officers of said Village, each as attached hereto, and that said Bond Order and said Notification of Bond Terms and Direction for Collection of Taxes have each been placed on file in and do appear in the records of my office; and that, further, said taxes levied for the payment of said Village’s General Obligation Bonds, Series 2024, will be extended for collection as provided in said Bond Order.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of The County of DuPage, Illinois, this ____ day of _____, 2024.

County Clerk of The County of DuPage,
Illinois

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

AVAILABILITY OF BOND ORDER
\$ _____ GENERAL OBLIGATION BONDS, SERIES 2024

I, the undersigned, do hereby certify that I am the duly qualified and acting, Village Clerk of the Village of Glen Ellyn, DuPage County, Illinois (the “*Village*”), and as such official I am the keeper of the official books, records, minutes and files of the Village and of the President and Board of Trustees thereof (the “*Corporate Authorities*”).

I do further certify that I shall make available to all members of the Corporate Authorities at the regular meeting of the Corporate Authorities to be held on the ____ day of _____, 2024, a Bond Order for \$ _____ General Obligation Bonds, Series 2024, a true, correct and complete copy of which is attached hereto.

IN WITNESS WHEREOF I hereunto affix my official signature, this ____ day of _____, 2024.

Village Clerk
Village of Glen Ellyn,
DuPage County, Illinois

EXHIBIT B

[FORM OF] CONTINUING DISCLOSURE UNDERTAKING FOR THE PURPOSE OF PROVIDING CONTINUING DISCLOSURE INFORMATION UNDER SECTION (b)(5) OF RULE 15c2-12

This Continuing Disclosure Undertaking (the “*Agreement*”) is executed and delivered by the Village of Glen Ellyn, DuPage County, Illinois (the “*Village*”) in connection with the issuance of \$ _____ General Obligation Bonds, Series 2024 (the “*Bonds*”). The Bonds are being issued pursuant to a bond ordinance, as adopted by the President and Board of Trustees of the Village on April 22, 2024 (as supplemented by the Bond Order executed in connection with the sale of the Bonds, the “*Ordinance*”).

In consideration of the issuance of the Bonds by the Village and the purchase of such Bonds by the beneficial owners thereof, the Village covenants and agrees as follows:

1. PURPOSE OF THIS AGREEMENT. This Agreement is executed and delivered by the Village as of the date set forth below, for the benefit of the beneficial owners of the Bonds and in order to assist the Participating Underwriters in complying with the requirements of the Rule (as defined below). The Village represents that it will be the only obligated person with respect to the Bonds at the time the Bonds are delivered to the Participating Underwriters and that no other person is expected to become so committed at any time after issuance of the Bonds.

2. DEFINITIONS. The terms set forth below shall have the following meanings in this Agreement, unless the context clearly otherwise requires.

Annual Financial Information means the financial information and operating data described in *Exhibit I*.

Annual Financial Information Disclosure means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4.

Audited Financial Statements means the audited financial statements of the Village prepared pursuant to the standards and as described in *Exhibit I*.

Commission means the Securities and Exchange Commission.

Dissemination Agent means any agent designated as such in writing by the Village and which has filed with the Village a written acceptance of such designation, and such agent’s successors and assigns.

EMMA means the MSRB through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of the Rule.

Exchange Act means the Securities Exchange Act of 1934, as amended.

Financial Obligation of the Village means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; *provided* that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

MSRB means the Municipal Securities Rulemaking Board.

Official Statement means the Official Statement, dated _____, 2024, and relating to the Bonds.

Participating Underwriter means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Bonds.

Reportable Event means the occurrence of any of the Events with respect to the Bonds set forth in *Exhibit II*.

Reportable Events Disclosure means dissemination of a notice of a Reportable Event as set forth in Section 5.

Rule means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

State means the State of Illinois.

Undertaking means the obligations of the Village pursuant to Sections 4 and 5.

3. CUSIP NUMBERS. The CUSIP Numbers of the Bonds are set forth in *Exhibit III*. All filings required under this Agreement will be filed on EMMA under these CUSIP Numbers. If the Bonds are refunded after the date hereof, the Village will also make all filings required under this Agreement under any new CUSIP Numbers assigned to the Bonds as a result of such refunding, to the extent the Village remains legally liable for the payment of such Bonds; *provided, however*, that the Village will not be required to make such filings under new CUSIP Numbers unless the Village has been notified in writing by the Participating Underwriter or the Village’s financial advisor that new CUSIP Numbers have been assigned to the Bonds. The Village will not make any filings pursuant to this Agreement under new CUSIP Numbers assigned to any of the Bonds after the date hereof for any reason other than a refunding, as described in the previous sentence, including, but not limited to, new CUSIP Numbers assigned to the Bonds as a result of a holder of the Bonds obtaining a bond insurance policy or other credit enhancement with respect to some or all of the outstanding Bonds in the secondary market.

4. ANNUAL FINANCIAL INFORMATION DISCLOSURE. Subject to Section 8 of this Agreement, the Village hereby covenants that it will disseminate its Annual Financial Information and its Audited Financial Statements (in the form and by the dates set forth in *Exhibit I*) to EMMA

in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the Village will disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment or waiver is made to this Agreement, the Annual Financial Information for the year in which such amendment or waiver is made (or in any notice or supplement provided to EMMA) shall contain a narrative description of the reasons for such amendment or waiver and its impact on the type of information being provided.

5. REPORTABLE EVENTS DISCLOSURE. Subject to Section 8 of this Agreement, the Village hereby covenants that it will disseminate in a timely manner (not in excess of ten business days after the occurrence of the Reportable Event) Reportable Events Disclosure to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information. References to “material” in *Exhibit II* refer to materiality as it is interpreted under the Exchange Act. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Bonds or defeasance of any Bonds need not be given under this Agreement any earlier than the notice (if any) of such redemption or defeasance is given to the Bondholders pursuant to the Ordinance.

6. CONSEQUENCES OF FAILURE OF THE VILLAGE TO PROVIDE INFORMATION. The Village shall give notice in a timely manner to EMMA of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the Village to comply with any provision of this Agreement, the beneficial owner of any Bond may seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed a default under the Ordinance, and the sole remedy under this Agreement in the event of any failure of the Village to comply with this Agreement shall be an action to compel performance.

7. AMENDMENTS; WAIVER. Notwithstanding any other provision of this Agreement, the Village by ordinance authorizing such amendment or waiver, may amend this Agreement, and any provision of this Agreement may be waived, if:

- (a) (i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, including without limitation,

pursuant to a “no-action” letter issued by the Commission, a change in law, or a change in the identity, nature, or status of the Village, or type of business conducted; or

(ii) This Agreement, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined either by parties unaffiliated with the Village (such as Bond Counsel).

In the event that the Commission or the MSRB or other regulatory authority shall approve or require Annual Financial Information Disclosure or Reportable Events Disclosure to be made to a central post office, governmental agency or similar entity other than EMMA or in lieu of EMMA, the Village shall, if required, make such dissemination to such central post office, governmental agency or similar entity without the necessity of amending this Agreement.

8. TERMINATION OF UNDERTAKING. The Undertaking of the Village shall be terminated hereunder if the Village shall no longer have any legal liability for any obligation on or relating to repayment of the Bonds under the Ordinance.

9. FUTURE CHANGES TO THE RULE. As set forth in Section 1 of this Agreement, the Village has executed and delivered this Agreement solely and only to assist the Participating Underwriters in complying with the requirements of the Rule. Therefore, notwithstanding anything in this Agreement to the contrary, in the event the Commission, the MSRB or other regulatory authority shall approve or require changes to the requirements of the Rule, the Village shall be permitted, but shall not be required, to unilaterally modify the covenants in this Agreement, without complying with the requirements of Section 7 of this Agreement, in order to comply with, or conform to, such changes. In the event of any such modification of this Agreement, the Village shall file a copy of this Agreement, as revised, on EMMA in a timely manner.

10. DISSEMINATION AGENT. The Village may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

11. ADDITIONAL INFORMATION. Nothing in this Agreement shall be deemed to prevent the Village from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Reportable Event, in addition to that which is required by this Agreement. If the Village chooses to include any information from any document or notice of occurrence of a Reportable Event in addition to that which is specifically required by this Agreement, the Village shall have no obligation under this

Agreement to update such information or include it in any future disclosure or notice of occurrence of a Reportable Event.

12. BENEFICIARIES. This Agreement has been executed in order to assist the Participating Underwriters in complying with the Rule; however, this Agreement shall inure solely to the benefit of the Village, the Dissemination Agent, if any, and the beneficial owners of the Bonds, and shall create no rights in any other person or entity.

13. RECORDKEEPING. The Village shall maintain records of all Annual Financial Information Disclosure and Reportable Events Disclosure, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

14. ASSIGNMENT. The Village shall not transfer its obligations under the Ordinance unless the transferee agrees to assume all obligations of the Village under this Agreement or to execute an Undertaking under the Rule.

15. GOVERNING LAW. This Agreement shall be governed by the laws of the State.

VILLAGE OF GLEN ELLYN
DUPAGE COUNTY, ILLINOIS

By: _____
Its: President

Date: _____, 2024

EXHIBIT I
ANNUAL FINANCIAL INFORMATION AND TIMING AND AUDITED
FINANCIAL STATEMENTS

“Annual Financial Information” means financial information and operating data of the type contained in the Official Statement under the following captions:

[“REAL PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION PROCEDURES” (only the information under the headings: “Property Valuations,” “Property Tax Rates” and “Tax Collections and Extensions”);

“VILLAGE DEBT” (excluding “Overlapping Debt”); and

“SUMMARY OF HISTORICAL FINANCIAL OPERATIONS.”]

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted to EMMA or filed with the Commission. If the information included by reference is contained in an Official Statement, the Official Statement must be available on EMMA; the Official Statement need not be available from the Commission. The Village shall clearly identify each such item of information included by reference.

Annual Financial Information exclusive of Audited Financial Statements will be submitted to EMMA by 210 days after the last day of the Village’s fiscal year (currently December 31), beginning with the fiscal year ending December 31, 2023. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, Audited Financial Statements will be submitted to EMMA within 30 days after availability to the Village.

Audited Financial Statements will be prepared in accordance with accounting principles generally accepted in the United States of America.

If any change is made to the Annual Financial Information as permitted by Section 4 of the Agreement, the Village will disseminate a notice of such change as required by Section 4.

EXHIBIT II
EVENTS WITH RESPECT TO THE BONDS
FOR WHICH REPORTABLE EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies
2. Non-payment related defaults, if material
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
7. Modifications to the rights of security holders, if material
8. Bond calls, if material, and tender offers
9. Defeasances
10. Release, substitution or sale of property securing repayment of the securities, if material
11. Rating changes
12. Bankruptcy, insolvency, receivership or similar event of the Village*
13. The consummation of a merger, consolidation, or acquisition involving the Village or the sale of all or substantially all of the assets of the Village, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material
15. Incurrence of a Financial Obligation, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation, any of which affect security holders, if material
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation, any of which reflect financial difficulties

* This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Village in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Village, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Village.

EXHIBIT III

CUSIP NUMBERS
(BASE NUMBER IS 377478)

YEAR

SUFFIX

EXHIBIT B
EXHIBIT III

EXTRACT OF MINUTES of the regular public meeting of the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, held at the Glen Ellyn Civic Center, located at 535 Duane Street, in said Village, at 7:00 p.m., on the 22nd day of April, 2024.

The President called the meeting to order and directed the Village Clerk to call the roll.

Upon the roll being called, the President, Mark Senak, being physically present at such place and time, and the following Trustees, being physically present at such place and time, answered present: _____

The following Trustees were allowed by a majority of the Trustees in accordance with and to the extent allowed by rules adopted by the President and Board of Trustees to attend the meeting by video or audio conference: _____

No Trustee was denied permission to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

* * * * *

There being a quorum present, various business of the President and Board of Trustees was conducted.

* * * * *

The President and Board of Trustees then discussed a proposed bond financing improvements to the wastewater treatment facilities of the Glenbard Wastewater Authority, and considered an ordinance providing for the issuance of General Obligation Bonds, Series 2024, of the Village, authorizing the execution of a bond order in connection therewith, and providing for

the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

Thereupon, Trustee _____ presented an ordinance entitled:

AN ORDINANCE providing for the issuance of not to exceed \$7,000,000 General Obligation Bonds, Series 2024, of the Village of Glen Ellyn, DuPage County, Illinois, for the purpose of financing improvements to the wastewater treatment facilities of the Glenbard Wastewater Authority, authorizing designated officers to sell said bonds by the execution of a bond order, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds and authorizing the sale of said bonds to the purchaser thereof.

(the “*Bond Ordinance*”).

Trustee _____ moved and Trustee _____ seconded the motion that the Bond Ordinance as presented be adopted.

A Board of Trustees discussion of the matter followed. During the discussion, _____, gave a public recital of the nature of the matter, which included a reading of the title of the ordinance and statements (1) that the ordinance provided for the issuance of general obligation bonds for the purpose of financing improvements to the wastewater treatment facilities of the Glenbard Wastewater Authority, (2) that the bonds are being issued pursuant to and in accordance with provisions of the Glenbard Wastewater Authority Intergovernmental Agreement, (3) that the bonds are issuable without referendum pursuant to the home rule powers of the Village, (4) that the ordinance provides for the sale of the bonds by certain designated officers of the Village and the execution by them of a bond order in connection therewith, (5) that the ordinance further provides for the levy of taxes to pay the bonds, and (6) that the ordinance provides many details for the bonds, including tax-exempt status covenants, provision for terms and form of the bonds, and appropriations.

The President directed that the roll be called for a vote upon the motion to adopt the ordinance.

Upon the roll being called, the following Trustees voted AYE: _____

_____ and the following Trustees voted NAY: _____

WHEREUPON, the President declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the Village Clerk to record the same in full in the records of the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois.

* * * * *

Other business was duly transacted at said meeting.

* * * * *

Upon motion duly made and carried, the meeting adjourned.

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATION OF AGENDA, MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Glen Ellyn, DuPage County, Illinois (the “*Village*”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the President and Board of Trustees (the “*Corporate Authorities*”) of the Village.

I do further certify that the foregoing extract of minutes is a full, true, and complete transcript of that portion of the minutes of the meeting (the “*Meeting*”) of the Corporate Authorities held on the 22nd day of April, 2024 insofar as the same relates to the adoption of an ordinance, numbered _____, entitled:

AN ORDINANCE providing for the issuance of not to exceed \$7,000,000 General Obligation Bonds, Series 2024, of the Village of Glen Ellyn, DuPage County, Illinois, for the purpose of financing improvements to the wastewater treatment facilities of the Glenbard Wastewater Authority, authorizing designated officers to sell said bonds by the execution of a bond order, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds and authorizing the sale of said bonds to the purchaser thereof.

(the “*Ordinance*”) a true, correct, and complete copy of which Ordinance as adopted at the Meeting appears in the foregoing transcript of the minutes of the Meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the Ordinance were taken openly; that the vote on the adoption of the Ordinance was taken openly; that the Meeting was held at a specified time and place convenient to the public; that notice of the Meeting was duly given to all newspapers, radio or television stations, and other news media requesting such notice; that an agenda (the “*Agenda*”) for the Meeting was posted at the location where the Meeting was held and at the principal office of the Corporate Authorities (both such

locations being at Village Hall) at least 72 hours in advance of the Meeting and also not later than 5:00 p.m. on Friday, April 19, 2024; that the Agenda contained a separate specific item relating to the consideration of the Ordinance and *that a true, correct, and complete copy of the Agenda as so posted is attached to this certificate*; that the Meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended; and the Illinois Municipal Code, as amended; and that the Corporate Authorities have complied with all of the provisions of such Act and Code and with all of the procedural rules of the Corporate Authorities in the adoption of the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the Village,
this 22nd day of April, 2024.

[SEAL]

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Glen Ellyn, DuPage County, Illinois (the “*Village*”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the President and Board of Trustees (the “*Corporate Authorities*”) of the Village.

I do further certify that on the ____ day of April, 2024, there was published in pamphlet form, by authority of the President and Board of Trustees, a true, correct, and complete copy of Ordinance Number _____ of the Village entitled:

AN ORDINANCE providing for the issuance of not to exceed \$7,000,000 General Obligation Bonds, Series 2024, of the Village of Glen Ellyn, DuPage County, Illinois, for the purpose of financing improvements to the wastewater treatment facilities of the Glenbard Wastewater Authority, authorizing designated officers to sell said bonds by the execution of a bond order, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds and authorizing the sale of said bonds to the purchaser thereof.

and providing for the issuance of said bonds, and that the ordinance as so published was on that date readily available for public inspection and distribution, in sufficient number so as to meet the needs of the general public, at my office as Village Clerk located in the Village.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the Village, this ____ day of _____, 2024.

[SEAL]

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATE OF FILING

I do hereby certify that I am the duly qualified and acting County Clerk of The County of DuPage, Illinois, and as such officer I do hereby certify that on the ____ day of _____, 2024, there was filed in my office a properly certified copy of Ordinance Number _____, duly adopted by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, on the 22nd day of April, 2024, and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$7,000,000 General Obligation Bonds, Series 2024, of the Village of Glen Ellyn, DuPage County, Illinois, for the purpose of financing improvements to the wastewater treatment facilities of the Glenbard Wastewater Authority, authorizing designated officers to sell said bonds by the execution of a bond order, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds and authorizing the sale of said bonds to the purchaser thereof.

and approved by the President of said Village, and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of DuPage, Illinois, this ____ day of _____, 2024.

County Clerk of The County of DuPage,
Illinois

[SEAL]

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF
GLEN ELLYN AND LOMBARD IN REGARD TO THE GLENBARD
WASTEWATER AUTHORITY**

Amended and Restated March 7, 2024

This Intergovernmental Agreement Between the Villages of Glen Ellyn and Lombard in Regard to the Glenbard Wastewater Authority (hereinafter referred to as the "Agreement") is amended and restated as of this 20th day of March, 2024 by and between the Village of Lombard, DuPage County, (hereinafter referred to as "LOMBARD"), an Illinois municipal corporation, and the Village of Glen Ellyn, DuPage County, (hereinafter referred to as "GLEN ELLYN"), an Illinois municipal corporation, and is intended to provide for the joint and cooperative establishment and operation of a wastewater treatment system under, and pursuant to the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.). (LOMBARD and GLEN ELLYN are sometimes referred to herein individually as a "Member" and collectively as the "Members".)

WITNESSETH:

WHEREAS, the Members hereto have been jointly involved in wastewater treatment under the terms and conditions of an agreement dated April 1, 1968, and amendments thereto; and

WHEREAS the Federal Environmental Protection Agency (EPA) and Illinois Environmental Protection Agencies (IEPA) have adopted certain wastewater collection and treatment standards requiring the Operation and Maintenance of the Glenbard Treatment Plant (as defined below), two interceptor trunk lines transporting wastewater from the Members (as defined below), the St. Charles Road Lift Station and the Valley View Lift Station (as defined below), and the LOMBARD Stormwater Plant (as defined below); and

WHEREAS, units of local government have had conferred upon them the following powers by Article VII, Section 10 of the Constitution of the State of Illinois:

"Units of local government and school districts may contract or otherwise associate among themselves, with the State, with other states and their units of local government and school districts, and with the United States to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or by ordinance. Units of local government and school districts may contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities";

and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 Illinois Compiled

Statutes 220/1 et seq., formerly Chapter 127, Illinois Revised Statutes, Sections 741 et sequitur, provides as follows:

“Section 220/3. Intergovernmental Agreements

Any power of powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of this State and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States do not prohibit joint exercise of enjoyment.

Section 220/5. Intergovernmental Contracts

Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each Member to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties”;

and

WHEREAS, the Members hereto have authorized the execution of this Agreement, as an exercise of their respective governmental authority, and as an exercise of their Intergovernmental Cooperation authority under the Constitution and laws of the State of Illinois; and their purposes, powers, rights, objectives, and responsibilities hereunder are fully set forth herein;

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements contained herein and other good and valuable considerations, the receipt and sufficiency of which is acknowledged by the Members hereto, it is hereby agreed by, between and among the Members hereto, as follows:

I. DEFINITIONS

- A. “Member” or “Members” means LOMBARD and/or GLEN ELLYN.
- B. “Authority” means the Glenbard Wastewater Authority.
- C. “Board” means the Board of Directors of the Glenbard Wastewater Authority, as provided for in Section II.A. of this Agreement.
- D. “Budget” means the Annual Operating Budget and Capital Improvements Plan for the Glenbard Wastewater Authority.

- E. "Executive Director" means the employee hired in accordance with Section IV. of this Agreement with principal responsibilities for the general management of the Authority.
- F. "Executive Oversight Committee" means the executive oversight committee of the Glenbard Wastewater Authority, as provided for in Section II. C. of this Agreement.
- G. "Wastewater Treatment Facilities" means:
- i. Glenbard Treatment Plant – Main operating facility for all wastewater flows located at 945 Bemis Road, Glen Ellyn, Illinois 60137;
 - ii. Stormwater Plant – Combined sewerage treatment facility utilized to treat excess flow during high flow events located at 625 West Glen Oak Drive, Lombard, Illinois 60148;
 - iii. Hill Avenue Lift Station – Utilized to convey excess combined sewer flow to the Stormwater Plant during high flow events;
 - iv. North Regional Interceptor (NRI) – Trunk sewer pipe that conveys flow beginning at the St. Charles Road Lift Station to the Glenbard Treatment Plant;
 - v. South Regional Interceptor (SRI) – Trunk sewer pipe that conveys wastewater beginning at the Valley View Lift Station to the Glenbard Treatment Plant;
 - vi. St. Charles Road Lift Station – Pumping station responsible for conveying flow from Glen Ellyn Heights Subdivision and Northern Glen Ellyn to the NRI;
 - vii. Valley View Lift Station – Pumping station responsible for conveying flows from the Valley View Subdivision to the SRI;
 - viii. SRI Lift Station – Pumping station built to provide a level of protection for the SRI during high flow conditions;
 - ix. Sunnyside Lift Station – Pumping station responsible for conveying flow from the homes on Sunnybrook Drive to the Glenbard Treatment Plant;
 - x. Appurtenances - Any other facilities which convey or are necessary to contribute to the conveyance of the sewer flow from the termination of the sewer collection system of each of the Members to the facilities owned and operated by the Authority.

The term "Wastewater Treatment Facilities" shall not include the sewer collection system of each of the Members.

- H. "Operating Agency" means GLEN ELLYN. The authority of the Operating Agency shall be only as defined or detailed herein, subject to the restrictions and limitation of applicable Federal, State, and local laws or regulations. In general, the Operating Agency shall provide the Authority with support services, including accounts receivable, accounts payable, payroll, bookkeeping and accounting services, human resources services and overall management supervision to oversee the day-to-day operations of the Wastewater Treatment Facilities in accordance with the general direction and policy as provided by the Executive Oversight Committee. The Operating Agency shall be paid an Overhead Fee (as defined below) as compensation for these services.

At such time, as a Member accounts for sixty percent (60%) of the annual flow, as measured at the Glenbard Treatment Plant for four (4) consecutive years, that Member shall have the right, but not the obligation, to serve as the Operating Agency. The Member must make notice of its intent to assume the responsibilities of Operating Agency through notice to the presiding officer of the Executive Oversight Committee within thirty (30) days of the determination of the annual flows for the four (4) consecutive years. If said notice is given, said Member shall take over as the Operating Agency at the end of the Authority's current operating/Budget year, so that the current Operating Agency may serve in such capacity for the remainder of the operating/Budget year in which the notice is given.

- I. "Participating Agency" shall be defined as public agencies, other than the Members, contributing wastewater to the Glenbard Treatment Plant for treatment.
- J. "Overhead Fees" are those costs for personnel, services and materials incurred by the Operating Agency relative to the Authority and not directly charged to the Authority. The Overhead Fees charged by the Operating Agency to the Authority shall be annually determined and incorporated into the approved Budget.

The determination of the Overhead Fees shall be based upon the sum of:

- i. An allocation of costs from the Operating Agency's administrative and public works staff, representative of that portion of time spent and costs incurred by the Operating Agency's administrative and public works staff for Authority related functions, plus
 - ii. An allocation of all the direct costs incurred by the Operating Agency for items relating solely to Authority matters, including costs of generating accounts payable checks, payroll checks, supplies, prorated maintenance, postage, computer programming fees, telephone charges and similar items.
- K. "Operation & Maintenance and Capital Expenses" shall be defined as follows:

- i. Operation and Maintenance Expenses are those costs associated with the day-to-day operations of the Wastewater Treatment Facilities.
 - ii. Capital Expenses are those costs associated with more significant improvements to the Wastewater Treatment Facilities operated by the Authority. Capital Expenses are subject to the purchasing policies established by the Operating Agency.
- L. "Control Mechanisms" shall be defined as the legal control techniques used to obtain compliance from industrial dischargers through permit, contract, order, or other similar means

II. GLENBARD WASTEWATER AUTHORITY; ESTABLISHMENT, DUTIES

- A. The Authority is hereby created and established for the purpose of jointly treating and processing wastewater for the Members. The Board of the Authority shall consist of the following:
- i. The Village President and six (6) Trustees from GLEN ELLYN; and
 - ii. The Village President and six (6) Trustees from LOMBARD.

The presiding officer of the Board shall alternate each calendar year beginning with CY2015. The alternation shall be between the Village President of LOMBARD and the Village President of GLEN ELLYN, with the Village President of LOMBARD being the presiding officer in even-numbered calendar years and the Village President of GLEN ELLYN being the presiding officer in odd-numbered calendar years, unless the Village Presidents agree otherwise. The location of the meetings of the Board shall be the Village Hall of the presiding officer's municipality unless the Village Presidents agree otherwise.

The Board shall meet at the call of the presiding officer or any four (4) members of the Board. All meetings of the Board shall comply with the requirements of the Illinois Open Meetings Act. A quorum to conduct business shall occur when there are at least four (4) members from each Village Board present at a legally posted meeting of the Authority,

- B. The Authority, by action of its Board, shall have, and is hereby delegated full power and authority to:
- i. Operate and maintain the Wastewater Treatment Facilities in accord with applicable Federal, State, and local laws, ordinances and regulations;
 - ii. Secure and provide necessary personnel, equipment, and improvements, either directly or through the Members;

- iii. Establish a system of revenue through direct payments by Members, a Participating Agency and/or other private or public bodies;
- iv. Enter into agreements with any other unit of government, or private utility company, for the treatment of wastewater generated from within the Authority's Facility Planning Area;
- v. Perform such other acts as may be necessary or desirable for the establishment, maintenance, and operation of the Wastewater Treatment Facilities, including, but not limited to, designating a Member to exercise its condemnation authority in the acquisition of sites for additional wastewater treatment facilities; and
- vi. Review and approve an annual Budget.
- vii. Execute Elements of the Approved Pretreatment Program listed in the National Pollutant Discharge Elimination System Permit IL0021547 as follows:
 - (a) Sewer Use Ordinances – The Members agree to adopt a pretreatment sewer use ordinance that is no less stringent than the ordinance the Authority is required to uphold per EPA requirements, as may be amended from time to time.
 - (b) Local Limits – The Members agree to adopt local limits for industrial discharges into its collection system that are at least as stringent as the ordinances the Authority is required to uphold per EPA requirements, as may be amended from time to time.
 - (c) Control Mechanism – The Authority shall be responsible for issuing Control Mechanisms to industrial users located within the Members' jurisdictions.
 - (d) Transfer of Records – The Members agree to provide the Authority access to all records compiled as part of the Members activities that may affect the Authority's pretreatment program. The Members shall provide notice to the Authority of key activities, such as enforcement actions, permit issuances, etc.
 - (e) Right of Entry/Inspection and Sampling – The Members shall grant the Authority the power to enter into the facilities of industrial users as allowable by applicable laws to periodically verify compliance with applicable pretreatment standards and requirements.
 - (1) The Authority acts as an agent of the contributing Member jurisdictions, for the purposes of implementation and enforcement of Member's sewer use ordinance against industrial users located in the Authority's service area. The Authority may take any action under the Member jurisdiction's Sewer Use Ordinance that could have been taken by a Member, including the enforcement of the Sewer Use Ordinance in a court of law.
 - (2) The Authority, on behalf of and as an agent for Member, will

perform technical and administrative duties necessary to implement and enforce the Sewer Use Ordinance. The Authority will:

- a. update the industrial waste survey;
 - b. issue industrial discharge permits to all industrial users required to obtain a permit;
 - c. conduct inspections, enforcement action as outlined in sampling, and analysis;
 - d. take all appropriate actions within the enforcement response plan and provided for in Member's sewer use ordinances; and
 - e. perform any other technical or administrative duties the Parties deem appropriate.
- (f) In addition, Authority may, as agent of Member take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health, or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination.

Enforcement – The Authority has the primary responsibility for issuing enforcement through the Members' code enforcement departments.

C. There is hereby created an Executive Oversight Committee (EOC), which shall consist of the following:

- i. the Village President of GLEN ELLYN or the Member's designee;
- ii. one (1) elected official from GLEN ELLYN other than the Village President;
- iii. the Village Manager of GLEN ELLYN or a designee;
- iv. the Public Works Director from GLEN ELLYN or a designee;
- v. the Village President of LOMBARD or the Member's designee;
- vi. one (1) elected official from LOMBARD other than the Village President;
- vii. the Village Manager of LOMBARD or a designee; and
- viii. the Public Works Director from LOMBARD or a designee.

Each Member shall communicate, to the Executive Director, changes to the EOC representation in advance of any meetings.

The presiding officer of the Executive Oversight Committee shall be the presiding officer of the Board. In the event of the absence of the presiding officer, the elected official from the presiding officer's municipality shall serve as presiding officer pro term for that meeting. In the event of the absence of the presiding officer and the presiding officer pro term, the non-presiding Village President shall assume the role and duties of the presiding officer for that meeting at which the presiding officer and presiding officer pro term are absent. If the presiding officer, presiding officer pro term and the non-presiding officer Village President are absent, the elected official from the non-presiding officer Member shall serve as presiding officer pro term for that meeting.

The location of the meetings of the Executive Oversight Committee shall be the Glenbard Treatment Plant, 945 Bemis Road, Glen Ellyn, Illinois 60137, unless otherwise specified by the then presiding officer by reasonable notice to the other members of the Executive Oversight Committee. The duties and powers of the Executive Oversight Committee shall include the following:

- i. To make policy recommendations regarding, but not limited to restructuring of the Authority, sale or transfer of the assets of the Authority, long-term planning and capital improvements;
- ii. To review and recommend an annual Budget to the Board;
- iii. To review the annual audit;
- iv. To periodically review the Wastewater Treatment Facilities operations;
- v. To sell equipment which the Executive Oversight Committee determines to be obsolete and no longer necessary for the operation of the Authority,
- vi. To approve expenditures which are specifically provided for within the annual Budget or which are necessary in order to implement matters more generally provided for within the annual Budget;
- vii. To review and approve contracts or expenditures of money in excess of the current maximum limit over which competitive bidding is required by 65 ILCS 5/8-9-1 of the Illinois Municipal Code, or to such higher amount as the legislature may from time to time amend such section, provided monies have been previously budgeted in a Budget approved by the Board;
- viii. To review and make recommendations to the Board or to the corporate authorities of the respective Members sitting independently, concerning facilities planning area (FPA) boundary changes, with final endorsement of any FPA boundary change requiring the concurrence of the corporate authorities of both of the Members;
- ix. To approve debt or loan obligations related to the operation of the Authority, provided that the Executive Oversight Committee must give no less than thirty (30) days' notice to the corporate authorities of GLEN ELLYN and LOMBARD after taking any such action. If the corporate authorities of either Member pass an ordinance removing the power from the Executive Oversight Committee to take the action so taken, then the Executive Oversight Committee shall thereafter lose the power to take such action.
- x. To take such additional action as the Executive Oversight Committee determines is necessary and proper for the operation of the Authority by a 4/5^{ths} (four-fifths) vote of the Executive Oversight Committee members

present and voting; provided, however, that any such vote shall be of no force and effect until the Executive Oversight Committee has given no less than thirty (30) days' notice to the corporate authorities of GLEN ELLYN and LOMBARD after taking any such action. If the corporate authorities of either Member pass an ordinance removing the power exercised from the Executive Oversight Committee, within said thirty (30) day period, then the Executive Oversight Committee shall thereafter lose the power to take such action, and the action taken shall be null and void.

The Executive Oversight Committee shall meet at the call of the presiding officer or at the call of any two (2) members of the Executive Oversight Committee. A simple majority, (i.e., five (5) members of the Executive Oversight Committee), shall constitute a quorum to transact business.

Nothing shall preclude the Village Managers, or their designees, from meeting to discuss matters related to the operation of the Glenbard Wastewater Authority, provided that a report of that meeting is provided to the Executive Oversight Committee at the next meeting of the Executive Oversight Committee.

III. BUDGET ADOPTION, AUDIT

- A. Adoption of the annual operating Budget shall require the affirmative vote of four (4) members of the Board from each Member. The fiscal year of the Authority shall be the same as the fiscal year of the Operating Agency (January 1st to December 31st).
- B. The Authority Budget shall be prepared and maintained as a separate document and shall not be intermingled or made a part of the regular budget of the Operating Agency.
- C. The annual audit shall be executed by an auditing firm selected by the Operating Agency, subject to the advice and consent of a majority of the members of the Executive Oversight Committee.

IV. PERSONNEL

- A. All appointments, evaluations and discipline of personnel for the Authority shall be made by the Operating Agency.
- B. Members of the Executive Oversight Committee shall have the right to submit information and comments to the Village Manager of the Operating Agency, relative to the performance of the Executive Director, no less than thirty (30) days prior to the Executive Director of the Authority's performance review. The Operating Agency shall provide the Executive Oversight Committee with no less than sixty (60) days prior written notice of the scheduled date of the Executive Director of the Authority's performance review. Information submitted to the

Operating Agency shall be included in the Executive Director of the Authority's personnel file in accordance with the personnel policies of the Operating Agency.

- C. All appointments shall be made only on the basis of merit and fitness, as determined by the Operating Agency.
- D. All persons directly employed in the operation of the Authority shall be considered to be employees of the Operating Agency, subject to the supervision of the Operating Agency in the performance of its duties.
- E. Employees of the Authority meeting the eligibility requirements for pension benefits shall be sponsored by the Operating Agency for participation in the Illinois Municipal Retirement Fund.
- F. The Operating Agency shall provide employee benefits and health insurance to the Authority personnel, subject to the benefit levels established within the personnel rules and policies as adopted by the Operating Agency. Such benefits and insurance shall be the cost of the Authority.

V. LEGAL COUNSEL

The Authority shall retain independent legal counsel to assist the Authority on all legal matters. Unless approved by the Board, legal counsel shall not work with, or for, either Member. Legal counsel shall be selected by a subcommittee of the Executive Oversight Committee, with approval of the appointment made by the Executive Oversight Committee. The subcommittee shall consist of the Executive Director of the Authority, a representative from LOMBARD and a representative from GLEN ELLYN. The Executive Director of the Authority shall serve as chairperson of the subcommittee.

VI. AUTHORITY INSURANCE

The Operating Agency shall first attempt to utilize its insurance provider to extend coverage to the Authority for liability, workers compensation, property and other coverage deemed to be necessary, consistent with the coverage limits maintained by the Operating Agency. Such insurance shall be the cost of the Authority.

VII. WASTEWATER TREATMENT FACILITIES OPERATIONS & FINANCES

A. Financing of Operations.

The Operating Agency has responsibility for oversight of the Wastewater Treatment Facilities as agreed upon by the Members. The Village Manager of the Operating Agency shall have purchasing authority up to the limit established for the Executive Oversight Committee as referenced in Section II.C.vii of this Agreement.

The Operating Agency shall maintain separate funds or accounts as necessary to ensure that the billing and financing of the Authority's operations and capital replacements are apportioned to each Member as detailed in Section VII.C of this Agreement.

B. Billing Procedure

Each Member will transfer into such fund or account, and in the manner, including electronic transfer, as the Authority may direct, a set amount on the last day of the month for which service is rendered as a preliminary payment for that service. This monthly amount is established as 1/12th (one-twelfth) of that fiscal year's Budget apportioned to each Member as determined by Section VII.C of this Agreement.

Not later than the twentieth (20th) calendar day of each month, the Authority shall send a monthly flow bill to each Member for the treatment of wastewater based on respective metered flows for the prior month. The amount due from each Member may be adjusted, if applicable, twice a year based on the monthly flow bills issued from January through June and July through December. After the issuance of the June and December flow bills, the Members will remit any balance due, or the Authority will return any overpayment, within sixty (60) days. Any other revenue or audit adjustment will be handled as a separate invoice/credit transaction, and not deducted or added to the flow bills.

The Operating Agency will also make available to each Member, upon request, a monthly Budget statement, said statement detailing, by line item, expenditures for the previous month, end of the month encumbrances, and unencumbered Budget balances.

Each Member shall include in its annual appropriation or budget ordinance an appropriation of adequate funds for the aforementioned payments.

C. Rate Determination.

The Authority shall maintain proper flow metering equipment to ensure that sufficient monitoring exists to support the Members' contributions.

The monthly Member contributions shall be based upon the following formulas:

LOMBARD

$$\frac{(\text{Current Year Operating Budget}) \times (\text{Previous 5 Year Average \% of Total Flow})}{12}$$

GLEN ELLYN

$$\frac{(\text{Current Year Operating Budget}) \times (\text{Previous 5 Year Average \% of Total Flow})}{12}$$

The Authority shall maintain a system of tracking and reporting the allocation of personnel and resources to each of the Wastewater Treatment Facilities as defined in Section I.F. of this Agreement.

D. Capital Expenses

As part of the annual Budget process, the Executive Oversight Committee will recommend the annual contribution to the Board as part of the annual Budget based off of the most recently approved ten (10) year capital plan including all debt service, other than debt service on Member Debt (as hereinafter defined). Every five (5) years, the Authority shall conduct a review of the capital plan; said review shall be performed by an outside consultant and be known as the facilities plan. The result shall be used as the basis for updating the Authority's ten (10) year capital plan.

The Capital Equipment Replacement Fund shall be funded through a mechanism that uses a fixed cost split of fifty percent (50%) of the annual capital contributions funded by each Member. The remaining fifty percent (50%) of the Capital Equipment Replacement Fund shall be split based upon the average of the previous five (5) year percent of total area flow.

The Members' annual contribution rate for the Capital Equipment Replacement Fund shall be based upon the following formula:

LOMBARD

$(\text{Fiscal Year Capital Expenses} \times .25) = \text{fixed contribution}$

$(\text{Fiscal Year Capital Expenses} \times .50) \times (\text{LOMBARD's average percent of the total area flow for the previous five (5) years}) = \text{variable contribution}$

GLEN ELLYN

$(\text{Fiscal Year Capital Expenses} \times .25) = \text{fixed contribution}$

$(\text{Fiscal Year Capital Expenses} \times .50) \times (\text{GLEN ELLYN's average percent of the total area flow for the previous five (5) years}) = \text{variable contribution}$

E. Rate Adjustment

The audit shall be completed within six (6) months of completion of the fiscal year of the Operating Agency. The audit report shall include, but not be limited to the following information:

- i. Total measured flows billed per Member;

- ii. Total revenues billed and received per Member;
- iii. An expenditure analysis, including operating expenses by category;
- iv. An analysis of each Member's expense allocation determined by the product of the percentage of measured flow for each Member to total flow applied to total expense; and
- v. An amount payable or receivable by each Member based on an adjusted rate as determined by dividing total expenses by total flow.
- vi. Based on the audit report, the Operating Agency shall either remit or bill the amount due to, or from, each Member, except for that cash fund balance which shall be maintained by the Authority, as further defined in subsection I. below, entitled "Cash Balance." Payment by either the Authority or any Member shall be due within sixty (60) days of the billing.

F. Method of Metering

The metering of the wastewater into the Glenbard Treatment Plant shall be such that the flow contributed by each Member can be accurately measured. Estimated flows may be used as a substitute in the case of meter failure. Such estimates, however, shall require the mutual approval of the Operating Agency and the affected Member. Where a dispute should occur, the Members shall consider using prior year's flows for the same period.

For the purposes of this Agreement, total area flow shall be determined through readings taken from the sixteen (16) flow meters and two (2) rain gauges operated by the Authority.

G. Control of Permits

All Member permits requiring EPA or IEPA approval shall be processed through the staff of the Authority. Copies of any permits involving fifteen (15) persons equivalent, or less, additions to the sewer system flowing to the Glenbard Treatment Plant shall be filed with the Authority staff.

H. Punitive Action

Any responsibility for punitive action taken by the EPA or IEPA against the Operating Agency must be assumed by the allegedly offending Member, including any and all legal costs and any resultant fines levied by court action or the Illinois Pollution Control Board, unless the fine is a result of negligence on the part of the Authority. In such case, the Authority shall be responsible for the punitive actions.

I. Cash Balance

A working cash fund shall be maintained in an amount approximately equal to twenty-five percent (25%) of the previous Budget year's expenditures for operation and maintenance, as determined by the audit, exclusive of depreciation and equipment reserves. Working cash shall be calculated as the total of the general ledger cash and short-term investment balances. This calculation shall be done only for the operation and maintenance fund and not on a combined fund basis.

VIII. FUTURE CAPITAL IMPROVEMENTS

If, at some future date, it becomes necessary or advisable to enlarge, improve, or expand the Wastewater Treatment Facilities, the same may be accomplished with the approval and concurrence of each Member and the Board under such terms as may be agreed to by the Members.

Any enlargement, improvement, or expansion of the Wastewater Treatment Facilities may be funded in accordance with the following provisions:

A. Member Contribution

With the approval of the Executive Oversight Committee, the Members may, collectively but not individually, contribute the amount required for such enlargement, improvement, or expansion of the Wastewater Treatment Facilities to the Authority. In such case, the required amount shall be determined by the Executive Oversight Committee and apportioned to the Members based on each Member's most recent annual Capital Equipment Replacement Fund contribution rate, as calculated under Paragraph D of Section VII of this Agreement and adjusted under paragraph E of Section VII of this Agreement.

B. Member Borrowing

If one Member (the "Borrowing Member") issues its own debt obligation or obligations to pay the amount required for such enlargement, improvement, or expansion of the Wastewater Treatment Facilities (the "Member Debt") and contributes the proceeds of the Member Debt to the Authority, then the following provisions shall apply:

- i. The debt service schedule for the Member Debt shall be provided to the Authority (the "Member Debt Service Schedule").
- ii. An investment banking firm or financial advisor acceptable to the Authority shall prepare a debt service schedule for the proposed issuance of the Member Debt by the Authority (the "Authority Debt Service Schedule"). The Authority Debt Service Schedule shall be based upon the expected rating of the Authority and using estimated costs of issuance appropriate for the proposed transaction. Interest rates shall be spread to the appropriate index

(AAA MMD for a tax-exempt issuance and U.S. Treasury Rates for a taxable issuance) based on the date the Member Debt was sold. The Authority Debt Service Schedule shall be structured with principal amortization uniform to the Member Debt Service Schedule. The investment banking firm or financial advisor retained by the Authority shall provide information to justify the interest rates utilized to generate the Authority Debt Service Schedule, such as detail on recently sold comparable issues and secondary trading information. Each Member shall be given the opportunity to review the assumptions utilized in preparing the Authority Debt Service Schedule.

- iii. The difference between (i) the total debt service shown in the Authority Debt Service Schedule (reduced by any required debt service reserve) (the "*Total Authority Debt Service*") and (ii) the total debt service shown in the Member Debt Service Schedule (reduced by any required debt service reserve) (the "*Total Member Debt Service*") constitutes the "Debt Service Savings" for the Member Debt.
- iv. The product of the Debt Service Savings and the Non-Borrowing Member's most recent annual Capital Replacement Fund contribution rate, as calculated under Paragraph D of the Section VII of this Agreement and as adjusted under Paragraph E of Section VIII of this Agreement constitutes the "Non-Borrowing Member Debt Service Savings" for the Member Debt.
- v. Annual debt service, on the Member Debt (the "*Annual Debt Service*") shall be apportioned between the Members based on the following percentages calculated as of the date of issuance of the Member Debt:

For the Borrowing Member: The product of Total Member Debt Service and the Borrowing Member's most recent annual Capital Replacement Fund contribution rate (as calculated under Paragraph D of the Section VII of this Agreement and as adjusted under Paragraph E of Section VII of this Agreement), reduced by 50% of the Non-Borrowing Member Debt Service Savings and then divided by Total Member Debt Service. This percentage constitutes the "Borrowing Member Annual Debt Service Allocation Percentage" for the Member Debt.

For the Non-Borrowing Member: 100%, minus the Borrowing Member Annual Debt Service Allocation Percentage.

- vi. For each year that the Member Debt is outstanding, the Authority shall include the Annual Debt Service in the total annual Capital Equipment Replacement Fund contribution amount to be apportioned between the Members based on the allocation percentages calculated in accordance with the provisions of subsection v. above.

- vii. Each year, when and as received by the Authority, Capital Equipment Replacement Fund contributions, to the amount of the Annual Debt Service, shall be reserved for debt service on the Member Debt.
- viii. Not more than 60 and not less than 30 days prior to each payment date on the Member Debt, the Authority shall pay the Borrowing Member an amount equal to the debt service due on the Member Debt on such payment date.
- ix. The Authority shall reimburse the Borrowing Member for any costs of issuance related to the Member Debt not paid with proceeds of the Member Debt.

Prior to the Borrowing Member issuing the Member Debt, the Executive Oversight Committee shall approve such plan of finance for the Authority. An example of the calculation described in this Paragraph B is set forth in *Exhibit B* to this Agreement.

IX. REVENUE BOND RESTRICTIONS

Sections XII and XIII of this Agreement shall be subject to restrictions contained in present and/or future Revenue Bond Ordinances of LOMBARD and GLEN ELLYN, which provide funding for Wastewater Treatment Facilities and/or sanitary sewer facilities.

X. USE OF AUTHORITY PROPERTY

Land and facilities owned by the Authority are intended for the sole use of the Authority. Any request to utilize land, office space, storage space, garage space or other property shall be subject to the prior approval of the Executive Oversight Committee.

All revenues derived from the use of the land and Wastewater Treatment Facilities operated by the Authority shall be deposited in the Capital Equipment Replacement Fund.

XI. COMPENSATION OF OPERATING AGENCY - OVERHEAD FEES

The initial Overhead Fees adopted as part of this Agreement are attached as Exhibit A and made part thereof. The Operating Agency shall use the percentage increase equivalent to the most recent calendar year consumer price index (CPI-U for the Chicago Metropolitan Area) as a guide for the annual adjustment to the Overhead Fees.

- A. The Operating Agency shall be entitled to compensation for services rendered to the Authority, with the amount of compensation being the "Overhead Fees" defined in Section I.J. above. The amount of Overhead Fees payable to the Operating Agency shall be mutually determined by the Members and included in the annual operating Budget. In the event the Members fail to agree upon the compensation payable to the Operating Agency, then the amount of compensation contained in the most current, approved operating Budget shall be carried forward into the subsequent year's annual operating Budget,

provided, however, that the use of the preceding year's budgeted amount to determine the Operating Agency's compensation shall not be employed in two (2) consecutive years.

- B. If any extraordinary costs are incurred by the Operating Agency in excess of this adopted fee schedule, such extraordinary costs shall be subject to the approval of the Executive Oversight Committee prior to the reimbursement of the Operating Agency therefor.
- C. The components of the indirect costs of the Overhead Fees shall be reviewed every three (3) years by the Executive Oversight Committee beginning in CY 2017. The Executive Oversight Committee shall have the authority to make revisions to Exhibit A without amendment to this Agreement.

XII. SINGLE VILLAGE OWNERSHIP

Should it become necessary for either the GLEN ELLYN or LOMBARD to own part or all of the Wastewater Treatment Facilities in its/their entirety at any time, it may do so upon approval of the sale, and conditions of the sale, from each of the Village Boards of LOMBARD and GLEN ELLYN. The purchase price shall be the seller's proportionate share of the appraisal value of that part of the Wastewater Treatment Facilities at the time of the sale, determined by the respective contributions of the Members as provided for herein, multiplied by the then appraised value of the portion of the Wastewater Treatment Facilities that is being sold. The purchase shall be either as a lump sum payment or may be amortized over a period not to exceed twenty (20) years at a rate of interest equal to the interest rate of the outstanding bonds of the selling Member and deducted from the sewage treatment service charges if agreeable to both Members. Upon payment of the full purchase price, the selling Member shall have the right to continue to use that part of the Wastewater Treatment Facilities at such rate as will allow the purchasing Member a reasonable return of its total investment above operating costs.

XIII. SALE TO A THIRD PARTY

If it becomes necessary or desirable to sell part or all of the Wastewater Treatment Facilities to a third party, that may be done upon the mutual consent and agreement of each of the Village Boards of GLEN ELLYN and LOMBARD. The proceeds of such sale shall be distributed in proportion to the amounts each Member contributed to the total cost of that part of the Wastewater Treatment Facilities, less any Federal contribution. However, in no event shall the share distributed to either Member be less than is required to satisfy in full the outstanding bonded indebtedness incurred by either Member of the portion of the Wastewater Treatment Facilities that is being sold, and the system connected therewith.

XIV. CONFLICT RESOLUTION

A. Definition

A "Grievance" is defined as a difference of opinion raised by a Member against the Authority, the Authority against a Member or a Member against a Member regarding an alleged violation, misapplication or misinterpretation of an express provision of this Agreement.

B. Procedure

The aggrieved Member shall submit the Grievance in writing, within thirty (30) days of the alleged violation, to the Village President, or his designee, of the other Member, specifically indicating that the matter is a Grievance under this Agreement. The Grievance shall contain a complete statement of the complaint, the provision, or provisions, of this Agreement which are alleged to have been violated, and the relief requested. All Grievances must be presented no later than thirty (30) business days from the date of the occurrence of the matter giving rise to the Grievance or the aggrieved Member's discovery of such matter using reasonable diligence, whichever is later. The Member served with the written notice of Grievance shall provide a written response within seven (7) business days from receipt of the notice.

C. Arbitration

Arbitration shall proceed in the following manner:

- i. The Authority and the Member or Members shall confer and attempt to reach agreement on the selection of an arbitrator. In the event that Members are unable to agree upon the arbitrator within ten (10) days, they shall obtain a list of recognized arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of such list, the Authority and/or each Member, as the case may be, shall strike names from the list until there is one name remaining. The remaining individual shall be the arbitrator. The Member, or the Authority, requesting the arbitration shall strike first.
- ii. The arbitrator shall promptly review the Grievance and shall hold a hearing, and the scope of the hearing shall be defined by the Grievance and this Agreement. The hearing shall only be open to the Authority and Member(s) in interest. The Member and/or the Authority may request that a written transcript of the hearing be made, to be paid for by each Member and/or the Authority.
- iii. The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasoning and conclusion of the issues submitted.
- iv. The decision of the arbitrator shall be binding upon the Authority and the Member(s) to the Grievance.

- v. The cost of the arbitrator's fees and expense and the cost of a court reporter shall be borne equally by the Parties to the Grievance. Each Member and the Authority shall be responsible for its own costs.
- vi. The arbitrator shall have full authority to decide all substantive and procedural issues; however, the Members and Authority shall not be prejudiced from challenging the arbitrator's determinations on subsequent review in judicial and quasi-judicial proceedings.

XV. NOTICE

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

If to the Village of Lombard:

Village Manager
Village of Lombard
255 E. Wilson Avenue
Lombard, Illinois 60148

If to the Village of Glen Ellyn:

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

If to the Authority

Executive Director
Glenbard Wastewater Authority
945 Bemis Road
Glen Ellyn, Illinois 60137

XVI. WASTEWATER SERVICE AGREEMENTS

- A. The Members acknowledge that GLEN ELLYN currently has agreements with the County of DuPage and the Illinois American Water Company of Illinois, which allow sewage from certain portions of the unincorporated areas of DuPage County, served with sanitary sewer service by said entities. The Members agree that said agreements can continue to exist, provided the flows as a result thereof count as

sewage flows from GLEN ELLYN, for purposes of sewage flow calculations under this Agreement.” These agreements are hereby referred to as Intergovernmental Agreements with the following names:

- (i) Agreement Between the County of DuPage and Glen Ellyn
- (ii) Citizens Utility – VGE Agreement Valley View Lift Station

B. The Members acknowledge that LOMBARD currently has an agreement with County of DuPage, which allows sewage from the unincorporated residential area of DuPage County known as the Flowerfield Subdivision, served with sanitary sewer by DuPage County. The members agree that the said agreement can continue to exist, provided the flows as a result thereof count as sewage flows from LOMBARD, for the purposes of sewage flow calculations under this Agreement. This agreement is hereby referred to as the Intergovernmental Agreement with the following name

- (i) IGA for Flowerfield Subdivision

XVII. PREVIOUS AGREEMENT

The agreement between GLEN ELLYN and LOMBARD dated the 22nd day of May, 2023, and all amendments thereto, are hereby rendered void as of the effective date of this Agreement. Said effective date being that date on which both Members have authorized and executed this Agreement, which date shall be inserted in the opening paragraph hereof.

EXECUTED this 20th day of March, 2024, by the Village of Glen Ellyn.

VILLAGE OF GLEN ELLYN

By [Signature]
Village President

ATTEST:

[Signature]
Village Clerk, Deputy

EXECUTED this _____ day of _____, 2024, by the Village of Lombard.

VILLAGE OF LOMBARD

By _____
Village President

sewage flows from GLEN ELLYN, for purposes of sewage flow calculations under this Agreement.” These agreements are hereby referred to as Intergovernmental Agreements with the following names:

- (i) Agreement Between the County of DuPage and Glen Ellyn
- (ii) Citizens Utility – VGE Agreement Valley View Lift Station

B. The Members acknowledge that LOMBARD currently has an agreement with County of DuPage, which allows sewage from the unincorporated residential area of DuPage County known as the Flowerfield Subdivision, served with sanitary sewer by DuPage County. The members agree that the said agreement can continue to exist, provided the flows as a result thereof count as sewage flows from LOMBARD, for the purposes of sewage flow calculations under this Agreement. This agreement is hereby referred to as the Intergovernmental Agreement with the following name

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XVII. PREVIOUS AGREEMENT

The agreement between GLEN ELLYN and LOMBARD dated the 22nd day of May, 2023, and all amendments thereto, are hereby rendered void as of the effective date of this Agreement. Said effective date being that date on which both Members have authorized and executed this Agreement, which date shall be inserted in the opening paragraph hereof.

EXECUTED this _____ day of _____, 2024, by the Village of Glen Ellyn.

VILLAGE OF GLEN ELLYN

By _____
Village President

ATTEST:

Village Clerk

EXECUTED this 7th day of March, 2024, by the Village of Lombard.

VILLAGE OF LOMBARD

By [Signature]
Village President

ATTEST:

Elaine Breisl
Village Clerk

EXHIBIT A

**Glenbard Wastewater Authority
Schedule of Operating Agency Overhead Fees
CY2024**

CY24 Operating Agency Charges	\$136,161
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EXHIBIT B

Article VIII(B) Calculation Example

For illustrative purposes only. Total Authority Debt Service, Total Member Debt Service and most recent Capital Replacement Fund contribution rates are hypothetical.

PART I. CALCULATION OF DEBT SERVICE SAVINGS (Paragraphs B(i), B(ii) and B(iii) of Article VIII)

	Total Authority Debt Service	10,771,656
(-)	Total Member Debt Service	<u>9,631,896</u>
=	Debt Service Savings	1,139,760

PART II. CALCULATION OF NON-BORROWING MEMBER DEBT SERVICE SAVINGS (Paragraph B(iv) of Article VIII)

	Debt Service Savings	1,139,760
x	Most recent annual Capital Replacement Fund contribution rate of Non-Borrowing Member	<u>54.50%</u>
=	Non-Borrowing Member Debt Service Savings	621,169

PART III. CALCULATION OF ANNUAL DEBT SERVICE ALLOCATION PERCENTAGE (Paragraph B(v) of Article VIII)

For Borrowing Member

	Total Member Debt Service	9,631,896
x	Most recent annual Capital Replacement Fund contribution rate of Borrowing Member	<u>45.50%</u>
=	Subtotal	4,382,513
(-)	Non-Borrowing Member Debt Service Savings x 50%	<u>310,585</u>
=	Sub-total	4,071,928
÷	Total Member Debt Service	<u>9,631,896</u>
=	Borrowing Member Annual Debt Service Allocation Percentage	42.23%

For Non-Borrowing Member

	100%	100.00%
(-)	Borrowing Member Annual Debt Service Allocation Percentage	<u>42.23%</u>
=	Non-Borrowing Member Annual Debt Service Allocation Percentage	57.77%