

Agenda
Glen Ellyn Village Board of Trustees
Monday, January 25, 2010
8:00 p.m. – Galligan Board Room

1. Call to Order
2. Roll Call
3. Pledge of Allegiance led by Girl Scouts Troop 1173.
4. Village Recognition: **(Pages 4-11)**
 - A. Letter dated December 29, 2009 from Du-Comm, DuPage Public Safety Communications, thanking Police Chief Phil Norton for his assistance.
 - B. A recent email message received from a resident to Utilities Inspector William Miller, thanking him for helping with their exit line problems.
 - C. Two separate email messages from residents who were pleased with the way the snow was removed from their street, and forwarded their compliments to Maintenance Workers Jeff Agner and Bob DeRosa.
 - D. Email message from a resident forwarding his father's appreciation to Civil Engineer Jeff Perrigo for his excellent supervision of the Montclair street project which was completed last summer.
 - E. Memo dated January 15 from Public Works Director Caracci, reporting that our first-class Equipment Services Division was recently recognized for a third straight year with the ASE (Automotive Service Excellence) Blue Seal of Excellence. Of the three team members, two are Double Master Technicians, and one is a Triple Master Technician (the highest level of certification).
 - F. The Village Board and Staff would like to congratulate Police Sergeant Jean Harvey, who recently celebrated a 20-year anniversary as a Village employee.
5. Audience Participation
 - A. Administration of Oath of Office to new Village Clerk Suzanne Connors by President Pfefferman.
 - B. Annual "State of the Village" report.
6. Consent Agenda: **(Pages 12-28)**

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

- A. Village Board Meeting Minutes:
 - December 14, 2009 Pre-Board Workshop
 - December 14, 2009 Regular Meeting
 - B. Total Expenditures (Payroll and Vouchers) - \$1,994,141.19.

The vouchers have been reviewed by Trustee Hartweg prior to this meeting.
 - C. ***Motion to approve acquisition of two parcels from property owners at 715 and 800 St. Charles Road in the total amount of \$105,000 for additional right-of-way required for the Riford Road Improvements Project, with funds to be taken from the FY 09-10 Capital Projects Fund. (*Public Works Director Joe Caracci*)
 - D. Ordinance No. 5845-VC, an Ordinance to Amend the Liquor Control Code Chapter 19 of Title 3, Section 12 (Restriction on Number of Licenses) of the Village Code of Glen Ellyn, Illinois, to Increase the Number of Permitted Class D-2 Liquor Licenses. (*Deputy Clerk Kristen Schrader*)
7. Planning and Development Director Staci Hulseberg will present information regarding proposed annexation agreements for 29 properties in the area of Marston Avenue, Bemis Road and Birchbrook Court, located southeast of the Village limits. (*Trustee Hartweg*) **(Pages 29-60)**
- A. Public Hearing regarding the 29 proposed annexation agreements in the area of Marston Avenue, Bemis Road and Birchbrook Court.
 - B. Ordinance No. 5846, an Ordinance Approving Annexation Agreements for 29 Properties on Marston Avenue, Bemis Road and Birchbrook Court.
8. Planning and Development Director Staci Hulseberg will present information on a proposed annexation agreement with School District 87 that would allow the future annexation of a 300-foot wide strip of Glenbard South High School's property located at 23W200 Butterfield Road. (*Trustee Henninger*) **(Pages 61-79)**
- A. Public Hearing regarding a proposed annexation agreement with School District 87 for a 300-foot wide strip of Glenbard South High School's property located at 23W200 Butterfield Road.
 - B. Ordinance No. 5847, an Ordinance Approving an Annexation Agreement with School District 87 for a 300-foot Wide Strip of Glenbard South High School's Property Located at 23W200 Butterfield Road.
9. Police Chief Phil Norton will present information on a new collective bargaining agreement between the Village of Glen Ellyn and the Fraternal Order of Police. The new contract will run through October 31, 2012. (*Trustee Ladesic*) **(Pages 80-147)**

10. Village Manager Steve Jones will present information concerning a resolution approving the adoption of Village Strategic Planning Goals. These goals were formulated and prioritized by the Village Board. (*Trustee Thorsell*) **(Pages 148-155)**
 - A. Resolution No. 10-02, a Resolution Adopting Goals for the Village of Glen Ellyn.
11. Reminders:
 - The next Regular Village Board Meeting is scheduled for Monday, February 8, 2010 with the Workshop beginning at 7 p.m. and the Regular Board Meeting beginning at 8 p.m. in the Galligan Board Room of the Glen Ellyn Civic Center.
12. Other Business?
13. Motion to adjourn to Executive Session for purposes of discussing the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body, and to discuss the purchase or lease of real property, adjourning thereafter without returning to open session. (*Trustee Comerford*)



DU-COMM

DuPage Public Safety Communications

A-4A

Brian Tegtmeyer, ENP
Executive Director

600 Wall Street
Glendale Heights, IL 60139
(630) 260-7500 Main
(630) 924-9280 Fax
www.ducomm.org

December 29, 2009

Chief Philip Norton
Glen Ellyn Police Department
535 Duane Street
Glen Ellyn, IL 60137

Dear Chief Norton,

Thank you for your assistance with the background checks for our applicants. We realize how much work is involved and how time-consuming the process is for you and your staff. Background checks are a very important step in our process to hire the best available Telecommunicators.

We appreciate all the time and effort extended by you and your staff and recognize the value of your contribution.

Sincerely,

Brian Tegtmeyer, ENP
Executive Director

A-4B

From: [REDACTED]
Sent: Wednesday, January 06, 2010 10:43 AM
To: William Miller
Subject: January 6, 2010

Bill -

Thank you for helping with our exit line problems on Spring and May Avenues. We do appreciate the time and information that you were able to provide to us!

Thank you!!

Carol Allen

A-4c

From: Joe Caracci
Sent: Friday, January 15, 2010 11:40 AM
To: Joe Caracci
Subject: FW: [FWD: RE: Snow plowing]

----- Original Message -----

Subject: RE: Snow plowing
From: "N" <[redacted]>
Date: Mon, January 11, 2010 12:22 pm
To: "

Hi Joe,

I just stopped at my home for lunch and saw a frontloader looking to start removing the snow from the side walk.

Thank you for your prompt response. You are one reason we have chose to live in Glen Ellyn for the past 46 years.

Thanks again.

From: [redacted] <[redacted]>
Sent: Fri 1/8/2010 3:57 PM
To: [redacted]
Cc: Dave Buckley
Subject: RE: Snow plowing

Mr. [redacted]

Thank you very much for the kind words. This past event was definitely a challenge and I agree that our crews did an excellent job. I will pass along your thank you.

I also appreciate the suggestions. I will forward them on to the crew as well.

Have a great weekend and drive safely.

Joe Caracci
Public Works Director
Village of Glen Ellyn

JEFF AGNER
BOB DEROSA

From: Kathryn Horn
Sent: Tuesday, January 12, 2010 3:12 PM
To: Joe Caracci; Dave Buckley; Jennifer Brown; Eric Hendrickson; Mark Mellor
Cc: Jeff Agner; Robert N. DeRosa
Subject: Compliment

I received a call this afternoon from _____ complimenting the crew (Jeff Agner and Bob DeRosa) that worked on removing a pile of snow from the intersection and sidewalk area of Forest Avenue and Parkside Avenue yesterday. She said that they worked very hard to rectify the situation and she was very pleased by the quick response.

Kathryn Horn
Village of Glen Ellyn
Public Works Department
30 S. Lambert Rd.
Glen Ellyn, IL 60137

A-4D

From: Joe Caracci
Sent: Wednesday, January 13, 2010 3:43 PM
To: Carol Allen; Kathie Bewick
Subject: PW Compliment

Civil Engineer Jeff Perrigo provided oversight on this project. Additional accolades should go out to our Resident Engineers Civiltech.

----- Original Message -----

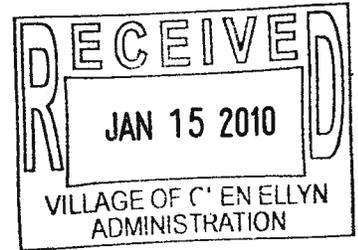
Subject: Montclair project
From: "L
Date: T
To: "jca .org>

Joe,

I am somewhat behind in getting this e-mail out. My father lives at the corner of [redacted] and [redacted] which is at the south end of the reconstruction project of Montclair that took place this past summer. He asked me to pass along to the Village his appreciation for the timely communications, property care, and the end result associated with this project. So on his behalf I am passing along his thanks for a job well done.

Disclaimer Confidentiality Notice: This e-mail, and any attachments and/or documents linked to this email, are intended for the addressee and may contain information that is privileged, confidential, proprietary, or otherwise protected by law. Any dissemination, distribution, or copying is prohibited. This notice serves as a confidentiality marking for the purpose of any confidentiality or nondisclosure agreement. If you have received this communication in error, please contact the original sender.

Interoffice Memorandum



to: Steve Jones, Village Manager
from: Joseph M. Caracci, Public Works Director
subject: Equipment Services Team – ASE Blue Seal of Excellence
date: January 15, 2010

One of the greatest assets the Village of Glen Ellyn possesses is a first class Equipment Services Division. Our team is comprised of three National Institute for Automotive Service Excellence (ASE) Master Auto and Truck Technicians. Our Division was recently recognized for a third straight year with the ASE Blue Seal of Excellence. Only 175 governmental agencies across the nation have received this honor and only 14 municipalities in the State of Illinois have been honored. This is a tribute to providing the highest level of service to our fleet and indirectly to our residents. As our Village continues to strive on top level service utilizing a very lean staff, the need for our mechanics to possess these skills is paramount to the success of the Department and the Village.

In order to qualify for the Blue Seal of Excellence Program, at least 75% of the technicians performing diagnosis and repairs must be ASE certified. All three of our team members continue to maintain their certification. In fact, we possess two Double Master Technicians and one Triple Master Technician (the highest level of certification).

Our mechanics service as wide a variety of equipment you will see anywhere. Our team does not just change oil; they are performing complete service on over 200 pieces of equipment including cars, trucks, on and off road heavy duty equipment, snow fighting equipment, police patrol vehicles, fire fighting vehicles and apparatus, waste water vehicles, construction equipment and miscellaneous power tools. This past year they also added three ambulances to our fleet.

The Glen Ellyn Equipment Services Division operates in a professional, efficient manner that requires less staff than most comparable fleets. This is due to a well organized, motivated, highly skilled team that has passion for what they do. Healthy debate, which includes respect for one another and the ability to compromise, allows the Division to make decisions that benefit user departments and the Village as a whole.

The current team provides a level of service that is superior to that of most other municipalities and commercial fleets. Emergency police, fire vehicles, administrative and public works vehicles and equipment are up-fitted, repaired and maintained in-house. Our top priority is to provide service in a timely and fiscally responsible way, which results in a high level of satisfaction from our customers. We also strive to meet the needs of individual departments with a fleet of vehicles that is

environmentally friendly and will reduce our dependence on foreign oil by utilizing hybrid vehicles, alternative fuels and efficient operating procedures.

Frank Frasco (Equipment Services Supervisor), Richard Patch (Mechanic II – Master Mechanic), and Reed Chandler (Mechanic II – Master Mechanic) have a combined 26 years of Glen Ellyn experience within Equipment Services.

They continue to drive toward personal and professional development. I feel their efforts should be recognized at an upcoming Village Board Meeting.



Enc. ASE Letter



2009/2010

National Institute for
AUTOMOTIVE SERVICE EXCELLENCE

Dear Blue Seal of Excellence Recognition Program Participant,

Congratulations! I am pleased to inform you that your professional staff continues to meet the Blue Seal of Excellence Recognition Program standards established by the National Institute for Automotive Service Excellence (ASE).

Enclosed is a **new date plate** for your plaque to indicate that you have once again achieved ASE recognition. The enclosed materials are in appreciation of your continued support.

Again, congratulations on your achievement!

Sincerely,

Denise Yingling
Manager, Blue Seal of Excellence Recognition Program
(703) 669-6626
DYingling@ase.com

Enclosures

**Pre-Board Workshop Minutes
Village of Glen Ellyn
December 14, 2009
Glen Ellyn Civic Center
Galligan Board Room**

A-6A

Meeting: 7:33 p.m. – 7:49 p.m.

Call to Order: Village President Pfefferman; Trustees Comerford, Cooper, Hartweg, Ladesic and Thorsell.

Staff: Jones, Batek, Caracci, Hulseberg and Norton. Administrative Analyst Kristen Schrader and Fire Chief Scott Raffensparger were also present.
Village Clerk Andrea Draths was also present.

President Pfefferman called for a **motion to allow Trustee Henninger to attend the meeting electronically** due to employment purposes.

Trustee Comerford moved and Trustee Thorsell seconded the motion that Trustee Henninger be allowed to attend the meeting electronically. All Trustees present voted "Aye." Motion carried.

President Pfefferman confirmed and welcomed Trustee Henninger via speaker phone.

Review of the December 14, 2009 Regular Village Board 8:00 p.m. Meeting Agenda

Item #8: Public Works Director Joe Caracci presented information regarding the purchase of a combination backhoe /loader vehicle. Trustee Ladesic questioned the practicality of purchasing this particular piece of equipment and he suggested Public Works investigate the possibility of using a demo piece of equipment from an equipment company at no cost. He also suggested a mid-size excavator piece of equipment would better satisfy the needs described by Public Works and stated he was not in favor of purchasing this particular piece of equipment. Trustee Cooper suggested, and President Pfefferman agreed, that beginning the process to purchase vehicles earlier could potentially allow the Village the possibility of looking into purchasing used vehicles. Director Caracci reminded the Village Board that the timing of this vehicle purchase was primarily to take advantage of the vendor's commitment to sell the combination backhoe/loader to the Village at 2008 pricing.

Item #9: Public Works Director Joe Caracci presented information regarding the purchase of 2010 Vactor Ramjet Model F (Flusher). Director Caracci informed the Village Board that Public Works continues to make every effort to purchase "green" vehicles, especially related to vehicle emissions, for the Village.

Other Business: President Pfefferman thanked Village Clerk Andrea Draths for agreeing to remain as Village Clerk through Monday, January 11, 2010 in order to execute documents and file documents at the DuPage County Clerk's Office, that pertain to the Library Obligation Bonds approved by the Village Board on November 23, 2009.

Adjournment at 7:49 p.m. to the 8:00 p.m. Regular Village Board Meeting in the Galligan Board Room.

Submitted by:

Andrea Draths
Village Clerk

**Minutes
Regular Meeting
Glen Ellyn Village Board of Trustees
December 14, 2009
Galligan Board Room**

Call to Order

Village President Pfefferman called the meeting to order at 8:01 p.m.

Roll Call

Upon roll call by Village Clerk Draths, Village President Pfefferman and Trustees Comerford, Cooper, Hartweg, Ladesic and Thorsell answered "Present."

President Pfefferman called for a motion to allow Trustee Henninger to attend the meeting electronically due to employment purposes.

Trustee Comerford moved and Trustee Cooper seconded the motion that Trustee Henninger be allowed to attend the meeting electronically. All Trustees present voted "Aye." Motion carried.

President Pfefferman confirmed and welcomed Trustee Henninger via speaker phone.

Pledge of Allegiance

The Pledge of Allegiance was led by Maggie Berndt of the Illinois Humanities Council. Ms. Berndt said she was proud to be in attendance at tonight's meeting on behalf of the IHC to honor Village resident Dan Anderson who would be receiving the 2009 Studs Terkel Humanities Service Award.

Correspondence

- a. November 30 complimentary e-mail regarding the Village E-news, and how wonderful it is to receive the latest updates on Village happenings.
- b. A note of thanks received from a young resident to Police Chief Phil Norton expressing her appreciation for Chief Norton's participation in the recent Mentor Day event sponsored by the Glen Ellyn Rotary Club.
- c. A note of appreciation from the children of Abraham Lincoln School, thanking our Police Officers for keeping them safe. While they would like to thank all of our officers, those mentioned included Sergeant Norm Webber, Police Officers John Perkins, Tom Staples, and Ryan Wilkens, and Community Service Officer Rose Volpe.
- d. Letter from the Union Pacific Railroad Police, expressing their thanks and appreciation to Police Officer Edward Tovar for participating in a railroad enforcement blitz at our

railroad crossing locations by citing motorists and pedestrians for violating crossing signals, demonstrating continuing efforts to promote railroad safety.

- e. November 10 letter from College of DuPage Deputy Chief of Police, forwarding his thanks to Community Service Officer Rose Volpe for her assistance during an active gas leak at the College recently, allowing college officers and fire officials to resolve safety concerns.
- f. November 13 thank you note from DuPage County Lieutenant Szalinski to Sergeant Joe Baki for leading training exercises for the Sheriff's Deputies.
- g. E-mail message announcing that Village Forester Peggy Drescher has been designated to serve on the first School of Agriculture Advisory Board at Western Illinois University.

Audience Participation

- a. President Pfefferman mentioned the following previous Village recipients of the Studs Terkel Humanities Service Award: Jerry Perkins, Bob Wahlgren, Doug Ward and Joe Wark. Bob Wahlgren, Doug Ward and Joe Wark were present to honor Dan Anderson as recipient of the award. President Pfefferman recognized Dan Anderson's many contributions to the humanities in Glen Ellyn, especially his work with the Glen Ellyn Historical Society and congratulated Mr. Anderson as the recipient of the 2009 Studs Terkel Humanities Service Award. Mr. Anderson thanked President Pfefferman for his kind words. Mr. Anderson stated his inspiration continues to be his wife, Midge, and he introduced and thanked her for her contributions to the humanities in Glen Ellyn.
- b. Administrative Analyst Kristen Schrader presented information on the delivery of new 65-gallon recycling carts to Village residents between December 17 and December 21 by Rehrig-Pacific. Analyst Schrader stated that residents would be able to request an additional 65-gallon recycling cart or an additional 35-gallon recycling cart if they wish by contacting the Village. She also said that residents would be able to trade-out the delivered 65-gallon cart for a smaller 35-gallon cart, again, by contacting the Village. Analyst Schrader said additional information regarding recycling, including disposal of old recycling bins, was available on the Village's website at www.glenellyn.org
- c. Finance Director Jon Batek introduced a new citizen's financial report entitled the Popular Annual Financial Report, PAFR. Director Batek said Assistant Finance Director Larry Noller created this unique document, with contributions by Finance Commission Chairman Randy Parker and Village President Pfefferman, which provides residents a high level review of the Village's financial information. Director Batek said the report was available on the Village's website at www.glenellyn.org

Consent Agenda

Village Manager Jones presented the Consent Agenda; Village President Pfefferman called for questions and/or discussion on the items on the Consent Agenda.

Trustee Comerford moved and Trustee Ladesic seconded the motion that the following items included on the Consent Agenda be approved:

a. **Minutes** of the following Village Board Meetings:

Pre-Board Workshop

April 13, 2009	May 11, 2009
May 26, 2009	June 8, 2009
June 22, 2009	July 13, 2009
September 14, 2009	

Regular Meeting

July 27, 2009	August 24, 2009
September 14, 2009	September 28, 2009
October 12, 2009	October 26, 2009
November 23, 2009	

Regular Workshop

September 21, 2009

- b. Total **Expenditures** (Payroll and Vouchers) - \$2,483,526.06.
The vouchers were reviewed by Trustee Comerford prior to the meeting.
- c. Recommendation of Village President Pfefferman that Patricia O'Connor be **appointed as Village Clerk** effective January 12, 2010.
- d. Authorize the Village Manager to **designate FOIA Officers** to administer Freedom of Information requests.
- e. Recommendation of Village President Pfefferman that the following **appointments and reappointments be made for Boards and Commissions**:

Architectural Review Commission

James C. Burdett – reappoint as Chairman through December 31, 2010
Michael D. Gorz – reappoint for a term ending December 31, 2012
M. Rae Keasler – appoint for a term ending December 31, 2012

Board of Fire and Police Commissioners

James M. Meyers – reappoint as Chairman through December 31, 2010

Building Board of Appeals

James L. Ryan, Jr. – reappoint as Chairman through December 31, 2010
Thomas C. Bredfeldt – reappoint for a term ending December 31, 2012
Todd M. Hanssen – reappoint for a term ending December 31, 2012
John Lustrup – reappoint for a term ending December 31, 2012

Scott Raffensparger – reappoint for a term ending December 31, 2012

Capital Improvements Commission

James P. Piszczek – reappoint as Chairman through December 31, 2010

Michael M. Lindquist – reappoint for a term ending December 31, 2012

Alan D. Thelen – reappoint for a term ending December 31, 2012

Environmental Commission

Robert S. Marcott – reappoint as Chairman through December 31, 2010

Susan D. Bateman – reappoint for a term ending December 31, 2012

Laura Glaza – reappoint for a term ending December 31, 2012

Finance Commission

J. Randall Parker – reappoint as Chairman through December 31, 2010

Historic Preservation Commission

Leland Marks – reappoint as Chairman through December 31, 2010

Joseph M. Salamunovich – reappoint for a term ending December 31, 2012

Plan Commission

Todd A. Buckton – reappoint for a term ending December 31, 2012

Heidi J. Lannen – appoint for a term ending December 31, 2012

Raymond J. Whalen – reappoint for a term ending December 31, 2012

Recreation Commission

Bonnie S. Girsch – reappoint as Chairman through December 31, 2010

Zoning Board of Appeals

Richard E. Garrity – reappoint as Chairman through December 31, 2010

Barbara B. Fried – reappoint for a term ending December 31, 2014

Michael G. Waterman – reappoint for a term ending December 31, 2014

- f. **Ordinance No. 5829**, an Ordinance Approving and Authorizing the Execution of an Intergovernmental Agreement Establishing the **Northern Illinois Municipal Gas Franchise Consortium**.

The DuPage Mayors and Managers Conference has been working since 2008 to create a Natural Gas Franchise Consortium. The consortium provides participating municipalities with the opportunity to jointly prepare and negotiate a model franchise agreement for natural gas and other utilities. Participation in the consortium was recommended as it would provide members with greater negotiating ability with the natural gas utilities, as well as reduce costs in the drafting, negotiating and finalizing process for a new gas franchise. Approval of this ordinance ensures the Village's participation in the consortium, with access to all of its benefits.

- g. Authorize the Village President to sign a Local Agency Agreement for Federal Participation with the Illinois Department of Transportation for the **Riford Road Reconstruction Project**.

The Village is eligible to receive up to \$1,606,000 in federal Surface Transportation Program (STP) funds to reconstruct Riford Road between Crescent Boulevard and St. Charles Road, including significant upgrades to the intersection of Riford and St. Charles. Implementation of STP-funded roadway work in DuPage County by local governments is through construction projects let and administered by the Illinois Department of Transportation (IDOT). The Department requires that a Local Agency Agreement (LAA) for Federal Participation be executed to establish the terms and division of costs where federal monies are involved. The federal share of eligible expenses is 70 percent of the construction cost, with the local agency share to be split between the Village and DuPage County depending on whether the work occurs on Riford or St. Charles Roads. The final form of the LAA would be signed by the Village President and forwarded to IDOT for their approval and use. The Riford Road project is currently on target for the IDOT letting scheduled for March 5, 2010. Project construction would take place in the May through November 2010 timeframe.

- h. Engineering services agreement with Pavia-Marting & Co. of Roselle, Illinois for the design of **sidewalk and related roadway improvements on Crescent Boulevard east of Roger Road**, in a not-to-exceed amount of \$44,000 (including a 10-percent contingency), to be expensed to the FY 09-10 Capital Projects Fund.

In October 2009 the Village Board approved the jurisdictional transfer of Crescent Boulevard between Roger Road and the east Village limits from DuPage County to Glen Ellyn. A public sidewalk extension along Crescent Boulevard east of Roger has been a long-term desired improvement but required the completion of the jurisdictional transfer to implement. The next step in constructing the walk is retention of a consulting engineer to design the project. Pavia-Marting was recommended for this assignment based on proven past performance on numerous Village infrastructure projects. The firm would provide preliminary and detailed engineering to identify and address project issues including sidewalk configuration, alignment, drainage and restoration over the entire 3,500-foot corridor of Crescent between Roger Road and the East Branch of the DuPage River Bridge. A total of 400 personnel hours at a fee of \$39,700 would be required to perform the necessary engineering services. Construction of at least the initial 2,000-foot leg of the sidewalk on Crescent east of Roger Road within the current Village limits is contemplated for 2010.

- i. **Actions related to the Skip Paving and Parking Lot Patching Program:**
 - 1. Increase the appropriation for the 2009 Skip Paving and Parking Lot Patching Program performed by R.W. Dunteman Company of Addison, Illinois by \$11,600 for a revised total appropriation of \$216,600, to be expensed to the FY 09-10 Contract Street Maintenance line item in the Capital Projects Fund; and

2. **Resolution No. 09-32**, a Resolution Concerning the Determination of the Glen Ellyn Village Board that Change Order No. 1 with R.W. Dunteman Company for an Increase of \$41,366 is Required for the 2009 Skip Paving and Parking Lot Patching Program for a Revised Contract Cost of \$214,391.

Annually, the Village endeavors to make substantial improvements to roadways that are otherwise not on the Standalone Street Resurfacing and Reconstruction Program (20-year Reconstruction Program). Approximately 25 locations were identified as appropriate for the program in 2009.

An increase in funding was required for the Skip Paving portion of the 2009 Skip Paving and Parking Lot Patching Program to accommodate additional areas that were added to the program not included in the original plan, and to accommodate areas that required a thicker section of asphalt to repair the roadway correctly given the actual field conditions observed after the pavement was removed.

Public Works staff completed all aspects of the project and have come to final agreement on quantities with the contractor. On September 28, 2009, the Village Board approved a construction contract with R.W. Dunteman, of Addison, Illinois in the amount of \$173,025 with appropriations from the Parking and Contract Maintenance Funds totaling \$205,000 (including an 18-percent contingency overall). Change Order No. 1 requests an increase of \$41,366 to the contract, including the balancing of contract items. The modified contract cost of \$214,391 was 24 percent over the original bid award amount of \$173,025, and 4.5 percent above the appropriated amount of \$205,000. The net change to the already appropriated amount would be an increase of \$9,391.

- j. **Resolution No. 09-33**, a Resolution amending the existing Letter of Understanding between the Village of Glen Ellyn and Pan Fish Venture, LLC, increasing the Village payment for certain public improvements constructed with the **Water's Edge at Panfish Park Townhome Development Project** from \$79,111 to \$105,981, with additional funding of \$16,981 required from the FY 09-10 Water, Sanitary Sewer and Capital Project funds to augment the original authorization of \$89,000 for the work.

In December 2004, the Village entered into a Letter of Understanding with the developer of the Water's Edge Townhome project to reimburse Pan Fish Venture, LLC for certain public improvements that were routed through the townhome development site. The water main, sanitary sewer and storm sewer improvements that were eligible for reimbursement were associated with the then yet-to-be-built East Panfish Basin project; construction of those elements by the developer would allow completion of the townhome site work and eliminate future disruptions. Village improvements installed by the developer were substantially completed in 2005 with some changes required to accommodate additional installations performed by the developer to meet field conditions and Village needs.

- k. Action related to **Water's Edge at Panfish Park Townhome Development**:

Pan Fish Venture, LLC represented by Glen McMaster, developer of Water's Edge development located east of Panfish Park, east and west of Nicoll Way and between the vacated Pershing Avenue and Harding Avenue rights-of-way requested the Village act on these items in order to close-out the project. The Village Consulting Engineer approved the final as-built drawings and the public improvements for the development and recommended the Village proceed with the acceptance of those items.

1. **Ordinance No. 5830**, an Ordinance Approving an Easement Agreement Between Pan Fish Venture, LLC and the Village of Glen Ellyn for Two Pathways Constructed as Part of the Water's Edge Development;
2. **Resolution No. 09-34**, a Resolution Accepting a "Parkway" Tree Easement on Property Commonly Known as 97 Nicoll Way, 774 Harding Avenue and 780 Harding Avenue; and
3. **Resolution No. 09-35**, a Resolution Accepting Public Improvements and a Bill of Sale Associated with the Water's Edge Development Located East of Pan Fish Park, East and West of Nicoll Way and Between the Vacated Pershing Avenue and Harding Avenue Rights-of-Way.

Upon roll call on the Consent Agenda, Trustees Comerford, Ladesic, Cooper, Hartweg, Henninger and Thorsell voted "Aye". Motion carried.

Ordinance No. 5831 – Dominick's (880 Roosevelt Road) – Sign Code Variations

Planning and Development Director Staci Hulseberg presented information on the request of Safeway, Inc. regarding amendments to the sign variations previously granted on April 14, 1997 by Ordinance No. 4484 for the Dominick's store located at 880 Roosevelt Road. The request was made to allow changes to the height and area of incidental signage on Dominick's storefront and specifically to allow the existing "Drug", "Food" and "Fresh Store" signs to be removed and new "Starbucks Coffee", "Pharmacy" and "Signature Café" signs to be installed. The subject property is located on the north side of Roosevelt Road between Baker Hill Drive and Interstate 355 in the C6 Commercial/Multi-Use Planned Unit Development District. The Architectural Review Commission reviewed the request at a public hearing on November 18, 2009 and recommended approval of the request by a vote of 7-0.

Trustee Thorsell moved and Trustee Hartweg seconded the motion that Ordinance No. 5831 be passed, an Ordinance Amending Ordinance No. 4484 and Granting Approval of Amendments to the Sign Variations for the Dominick's Store Located at 880 Roosevelt Road in the Baker Hill Shopping Center.

Upon roll call, Trustees Thorsell, Hartweg, Comerford, Cooper, Henninger and Ladesic voted "Aye." Motion carried.

Purchase Backhoe Loader

Public Works Director Joe Caracci presented information on the purchase of a new combination backhoe/loader machine. This machine would be used by the Operations Division year round for numerous infrastructure excavations including water main repairs, fire hydrant replacements, sewer structure replacements, street repairs, valves and service lines. The existing 11-year-old machine is fully depreciated and has reached the end of its useful life.

In the past, the Village of Glen Ellyn has approved the purchase of vehicles and equipment to allow for the cost saving benefit from the State of Illinois Joint Purchase Program and the Suburban Purchasing Cooperative (SPC) Joint Purchase program. Awarding contracts through these programs ensures procuring the vehicle/equipment at the lowest possible pricing. The State Joint Purchase Program did not have a bid available for a machine that meets the Public Works Department specifications, but it was available through a General Services Administration (GSA) contract. The GSA is a centralized federal procurement and property management agency created by Congress to improve government efficiency and effectiveness. Purchases made through GSA would benefit the Village because all competition requirements have been met. GSA has negotiated the volume purchase discounts. All applicable laws and regulations have been applied and blanket purchase agreements give the Village flexible purchasing options that save time and money.

These contracts are usually available to local municipalities for the purchase of equipment only during times of disaster recovery. The contract winner agreed to sell this backhoe/loader to the Village of Glen Ellyn at 2008 GSA contract pricing (on a 2010 piece of equipment) if it was approved prior to December 31, 2009. The Village would save approximately \$8,500 due to pre-determined annual price increases and the equipment would not be delivered to the Village or have to be paid for until after May 1, 2010.

Trustee Hartweg moved and Trustee Thorsell seconded the motion to approve the purchase of Vehicle #209, a 2010 JCB 3CX 15FT Backhoe Loader (Backhoe) from EKA, Inc., of Stone Mountain, Georgia in the amount of \$94,606, to be expensed to the FY 10-11 Capital Outlay – Vehicles Fund.

Upon roll call, Trustees Hartweg, Thorsell, Comerford, Cooper and Henninger voted “Aye.” Trustee Ladesic voted “Nay.” Motion carried.

Purchase Vactor Ramjet Flusher

Public Works Director Joe Caracci presented information on the purchase of a new sewer flushing machine. This machine would be used by the Operations Division of Public Works to clean and flush sanitary and storm sewers and for regular preventive line maintenance as well as emergency response to blockages causing back-ups. The existing 18-year-old machine is fully depreciated and has reached the end of its useful life and has since been declared surplus and sold at a recent DuPage Mayors and Managers vehicle and equipment auction.

The Equipment Services Division Team requested and received two proposals from the leading suppliers of municipal sewer cleaning equipment. These proposals included the cost of the chassis. The dealers of this equipment have protected territories and are the manufacturer's representative in the Glen Ellyn area. The preferred piece of equipment was also the lower of the two submitted proposals. Delivery and payment for the vehicle would occur after May 1, 2010.

Trustee Ladesic moved and Trustee Comerford seconded the motion to approve the purchase of Vehicle #242, a 2010 Vactor Ramjet Model F (Flusher) from Standard Equipment Company of Chicago, Illinois in the amount of \$174,985, to be expensed to the FY 10-11 Capital Outlay – Vehicles Fund.

Upon roll call, Trustees Ladesic, Comerford, Cooper, Hartweg, Henninger and Thorsell voted "Aye." Motion carried.

Special Service Area Taxing Districts – Commercial Properties

- **Roosevelt Road Corridor**
- **Central Business District**
- **Five Corners**

Finance Director Jon Batek presented information on five Special Service Area taxing districts which apply to commercial properties along the Roosevelt Road corridor, in the downtown Central Business District, and at Five Corners. These SSAs have been utilized since 1991 to provide partial funding for the operations of the Glen Ellyn Economic Development Corporation (EDC) and were recently continued through a public notice and hearing process.

The amounts to be levied in each of the SSAs are based on a recommendation by the EDC Board to maintain a maximum tax rate of 12.5 cents per \$100 of assessed value in each of the SSAs. This remains below the maximum rate of 15.0 cents established under the current ordinances governing the SSAs.

Based on this recommendation, SSA property taxes are projected to be \$188,000 for 2009 (collected in 2010), representing an increase \$10,694 or 6.0 percent from the current year.

Trustee Hartweg moved and Trustee Ladesic seconded the motion that the following ordinances be passed in one motion:

- a. Ordinance No. 5832, an Ordinance for the Levy and Assessment of Taxes for the 2009 Tax Levy Year in the Amount of \$54,000 for the Village of Glen Ellyn Special Service Area Number Six;
- b. Ordinance No. 5833, an Ordinance for the Levy and Assessment of Taxes for the 2009 Tax Levy Year in the Amount of \$124,900 for the Village of Glen Ellyn Special Service Area Number Seven;
- c. Ordinance No. 5834, an Ordinance for the Levy and Assessment of Taxes for the 2009 Tax Levy Year in the Amount of \$5,600 for the Village of Glen Ellyn Special Service Area

Number Nine;

- d. Ordinance No. 5835, an Ordinance for the Levy and Assessment of Taxes for the 2009 Tax Levy Year in the Amount of \$2,700 for the Village of Glen Ellyn Special Service Area Number Ten; and
- e. Ordinance No. 5836, an Ordinance for the Levy and Assessment of Taxes for the 2009 Tax Levy Year in the Amount of \$800 for the Village of Glen Ellyn Special Service Area Number Eleven.

Upon roll call, Trustees Hartweg, Ladesic, Cooper, Comerford, Henninger and Thorsell voted "Aye." Motion carried.

Special Service Area Taxing Districts – Glen Ellyn Volunteer Fire Company

Finance Director Jon Batek presented information on two Special Service Area (SSA) taxing districts which only apply to unincorporated areas to the north and south of the Village limits which are served by the Glen Ellyn Volunteer Fire Company. The purpose of the SSAs is to levy a special tax to help defray the costs related to providing fire protection and other emergency services to these areas. These SSAs were established in November, following a statutorily prescribed public notice and hearing process which formally began in August.

The amount to be levied in each of the SSAs is based upon the area's total assessed value as a percentage of the total Fire Company's service area. The maximum tax rate which can be charged in either of these SSAs is 25 cents per \$100 of assessed value as identified in the ordinances establishing the SSAs.

Based on fiscal year 2008 assessed values, the percentages of total fire service costs are allocated as follows:

Village EAV	\$1,479,870,953	87.10%
North Fire SSA EAV	117,794,307	6.93%
South Fire SSA EAV	<u>101,404,718</u>	5.97%
Total	<u>\$1,699,069,978</u>	

Based on total audited fire service costs of \$1,466,159 for fiscal year 2008-09, the initial tax levies for these SSAs are as follows:

North Fire SSA	\$101,647
South Fire SSA	87,504

Trustee Cooper moved and Trustee Thorsell seconded the motion that the following ordinances be passed in one motion:

- a. Ordinance No. 5837, an Ordinance for the Levy and Assessment of Taxes for the 2009 Tax Levy Year in the Amount of \$101,647 for the North Glen Ellyn Fire Protection

Special Service Area; and

- b. Ordinance No. 5838, an Ordinance for the Levy and Assessment of Taxes for the 2009 Tax Levy Year in the Amount of \$87,504 for the South Glen Ellyn Fire Protection Special Service Area.

Upon roll call, Trustees Cooper, Thorsell, Comerford, Hartweg, Henninger and Ladesic voted "Aye." Motion carried.

Reminders

- The next Village Board Workshop is scheduled for Monday, January 11, 2010, beginning at 7:00 p.m. in the Galligan Board Room of the Glen Ellyn Civic Center.
- The next Regular Village Board Meeting is scheduled for Monday, January 11, 2010, beginning at 8:00 p.m. in the Galligan Board Room of the Glen Ellyn Civic Center.

Adjournment

At 8:54 p.m., Trustee Comerford moved and Trustee Thorsell seconded the motion to recess to executive session in Room 301 to discuss the review of certain executive session meeting minutes; pending or threatened litigation; and the potential sale of property and adjourning thereafter without reconvening into open session.

Upon roll call, Trustees Comerford, Thorsell, Cooper, Hartweg, Henninger and Ladesic voted "Aye." Motion carried.

Respectfully Submitted,

Andrea Draths
Village Clerk

A-6c

To: Steve Jones, Village Manager

From: Joe Caracci, Public Works Director

Date: January 5, 2010

Re: Land Acquisition Purchases for Riford Road Reconstruction Project



Background

Another step in the process to procure right-of-way for the Riford Road Improvements project is upon us, namely the payment to the property owners for the parcels. Two parcels of land are required for the project, consisting of a 5,500 square foot strip of Ackerman Park on the north side of St. Charles Road to accommodate left turn lanes on St. Charles Road, and a 1,350 square foot section of private property along Riford Road at 715 St. Charles. The private land take on the southwest corner of Riford and St. Charles is required to improve the current steep profile of Riford as it approaches St. Charles.

We received a request from the property acquisition negotiators – Santacruz Associates – late last week for the property purchase checks for the two needed parcels. In actuality, three checks are required, two to cover the \$72,000 purchase of the needed land take at 715 St. Charles Road (one to the property owner and one with the balance to the bank holding the property mortgage), and the third in the amount of \$33,000 to the Park District. The property purchase costs were negotiated by Santacruz and discussed previously with the Village Board in the fall of 2009.

Issues

We were informed on Friday January 8, 2010 that checks needed to be in the hands of the negotiator no later than January 19, 2010 in order to stay on the March 2010 letting schedule. Unfortunately, there was not enough time to provide sufficient documentation to the Village Board and place this item on the January 11, 2010 Village Board Agenda. In its executive session of September 14, 2009, the Village Board gave direction to proceed with the land acquisition in an amount of \$105,000. Three checks have been issued totaling this amount, and the team is placing this upon the agenda to formally enact this purchase approval.

Action Requested

Request to formally approve the property takings required for the Riford Road project and to allot funds from the FY 09 - 10 Capital Projects Fund (**Account No. 40000 – 580100**) in the amount of **\$105,000** for their purchase.

Attachments

- Memo authored by Professional Engineer Bob Minix dated January 11, 2010

Interoffice Memorandum

to: Joe Caracci, Public Works Director
from: Bob Minix, Professional Engineer
subject: Riford Road Reconstruction Project
Land Acquisition Payments to Property Owners
date: January 11, 2010

Another step in the process to procure right-of-way for the Riford Road Improvements project is upon us, namely the payment to the property owners for the parcels. As noted previously, two parcels of land are required for the project, consisting of a 5,500 square foot strip of Ackerman Park on the north side of St. Charles Road to accommodate left turn lanes on St. Charles Road, and a 1,350 square foot section of private property along Riford Road at 715 St. Charles. The private land take on the southwest corner of Riford and St. Charles is required to improve the current steep profile of Riford as it approaches St. Charles.

We received a request from the property acquisition negotiators – Santacruz Associates – late last week for the property purchase checks for the two needed parcels. In actuality, three checks are required, two to cover the \$72,000 purchase of the needed land take at 715 St. Charles Road (one to the property owner and one with the balance to the bank holding the property mortgage), and the third in the amount of \$33,000 to the Park District. The property purchase costs were negotiated by Santacruz and discussed previously with the Village Board in the fall of 2009.

Village Board action is now requested to officially approve the property takings required for the Riford Road project and to allot funds from the FY 09 - 10 Capital Projects Fund (**Account No. 40000 – 580100**) in the amount of **\$105,000** for their purchase. Approval of the land purchase is requested as soon as possible to meet the Illinois Department of Transportation schedule for a March 2010 construction contract letting.

The three checks need to be in the hands of Santacruz Associates no later than January 19, 2010. As such the checks need to be cut this week and delivered to the negotiators as soon as possible. Village Manager Steve Jones has indicated that the checks may be prepared to meet the project deadlines based on the previous Board discussions on the land acquisition; follow-up Board action on January 25, 2010 will formalize the transactions.

Details of the three required checks are as shown on the following table:

Riford Road Improvements Project Land Acquisition Costs / Payments		
Parcel	Owner / Payee	Check Amount
715 St. Charles	Baltazar Malysa 715 St. Charles Road Glen Ellyn, IL 60137	\$37,224.19
	Chase Home Lending For the benefit of Baltazar Malysa (Loan #685725996) c/o Pam Cowart Legal Support Services 780 Kansas Lane Monroe, LA 71213	\$34,775.81
800 St. Charles Road (Ackerman Park)	Glen Ellyn Park District 185 Spring Avenue Glen Ellyn, IL 60137	\$33,000.00
Totals		\$105,000.00

Once the Ackerman Park parcel is obtained, it will be conveyed to the DuPage County Division of Transportation and integrated into the existing County right-of-way along St. Charles Road. The proposed intergovernmental agreement between the Village and County will stipulate the County share of the Ackerman Park parcel costs, including the actual property expense plus an equitable share of the appraisal and negotiation expenses associated with the acquisition of the land.

cc: Steve Jones, Village Manager
Jon Batek, Finance Director
Kristen Schrader, Administrative Analyst
Jeff Perrigo, Civil Engineer

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**An Ordinance to Amend the Liquor Control Code
Chapter 19 of Title 3, Section 12
(Restriction on Number of Licenses)
of the Village Code of Glen Ellyn, Illinois,
to Increase the Number of Permitted
Class D-2 Liquor Licenses**

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

Whereas, pursuant to the Illinois Liquor Control Act, 235 ILCS 5/1-1 et seq., the Village of Glen Ellyn has the statutory authority by general ordinance to determine the kinds and classifications of liquor licenses to be issued for the sale of alcoholic liquor at retail in the Village as well as the number of permitted licenses within each classification, 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 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 increase by two the number of permitted Class D-2 liquor licenses, which allows the sale of beer, ale or wine in its original package, but not for consumption on the premises where sold, so that a license can be issued to two (2) Walgreens located in Glen Ellyn; one Walgreens which is located at 840 N. Main and the other Walgreens located at 324 Roosevelt Road.

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

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

Section Two: Chapter 19 of Title 3, Section 12 of the Glen Ellyn Village Code (Liquor Control Code) is hereby amended so that reference to Class D-2 within this Section shall henceforth read as follows:

Class D-2 no more than 7

Section Three: This Ordinance shall be in full force and effect following its passage, approval, and publication in pamphlet form.

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

Ayes:

Nays:

Absent:

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

Village President of the Village
of Glen Ellyn, Illinois

MEMORANDUM

TO: Steve Jones, Village Manager

FROM: Staci Hulseberg, Planning and Development Director
Michele Stegall, Village Planner *MMS*
Christina Collison, Planning Intern *CC by MMS* *SHW*

DATE: January 13, 2010

FOR: January 18, 2010 Workshop and January 25, 2010 Village Board Meeting

SUBJECT: Marston Avenue, Birchbrook Court and Bemis Road Annexation Agreements

Background.

Between 1982 and 1990, the Village of Glen Ellyn entered into annexation agreements or utility extension agreements with the owners of 32 properties in the area of Marston Avenue, Bemis Road and Birchbrook Court (see attached maps). The utility extension agreements are similar in form to an annexation agreement and require annexation when the property becomes contiguous with Village limits. The annexation agreements were entered into in order for the properties to receive Village water and/or sewer services. The agreements had a term of 20 years, with the exception of the 17 properties on Birchbrook Court, which did not specify a term. The Village Attorney has advised that state statute generally does not allow such agreements to exceed a term of 20 years and therefore these agreements should be considered expired.

The Planning and Development team recently requested that these 32 property owners enter into a new annexation agreement in order to continue to receive Village water and sewer services. To date, 29 annexation agreements have been signed and returned to the Village. We are bringing these 29 agreements forward to the Village Board for consideration at this time. The agreements are nearly identical in form. A sample completed agreement has been attached.

The Planning and Development team will continue to work on collecting the remaining three annexation agreements. All property owners have been notified that failure to enter into a new annexation agreement could result in the Village disconnecting the home from water and sewer services. It is the Village's policy to not allow connection to Village water and sewer infrastructure without a valid annexation agreement.

All of the 29 properties being considered are currently connected to Village water and sewer services, except for 22W046 Marston Avenue, which is currently being connected to Village services as required by its previous annexation agreement.

Issues:

Zoning. For most of the properties being considered, the proposed agreements specify R2B zoning upon annexation. The properties at 22W051, 22W061, 22W071 and 22W081 Marston Avenue have been designated R1 zoning upon annexation. This zoning is in conformance with direction received from the Plan Commission at a meeting on April 10, 2008 in which the future zoning of this area was

discussed, as well as from general discussions with the Commission in 2006 related to the creation of the R2B zoning district. A map outlining the anticipated future zoning of this area is attached.

Public Notice. In accordance with the Illinois Compiled Statutes, the Board must hold a public hearing prior to considering an annexation agreement. Notice of a public hearing to consider these annexation agreements was published in the Glen Ellyn News on January 7, 2010. In addition, letters providing notification of the Village Board consideration of the annexation agreements were sent to the property owners on December 30, 2009, and public hearing notice letters were mailed January 8, 2010.

The Village Board is requested to conduct a public hearing and act on the proposed annexation agreements. An Ordinance has been prepared approving the annexation agreements.

Attachments:

- Location Map showing all annexation agreements in the area of Marston, Bemis and Birchbrook and the 29 agreements being considered for renewal
- Map of proposed Zoning
- Public Hearing Notice
- Letter notifying homeowners of expiration of annexation agreements
- Sample annexation agreement
- Proposed Ordinance

Cc: Joe Caracci, Public Works Director
Phil Norton, Police Chief

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**Supplemental Agenda Information
Village of Glen Ellyn**

Agenda Item Supplemented by Commentary

- Pros & Cons
- X Strategic Action Goal
- Downtown Strategic Plan Goal
- Budget Impact/Return on Investment
- Process Improvement
- Green Initiative
- Communication Initiative
- Safety/Liability/Risk Assessment
- Other

Comments:

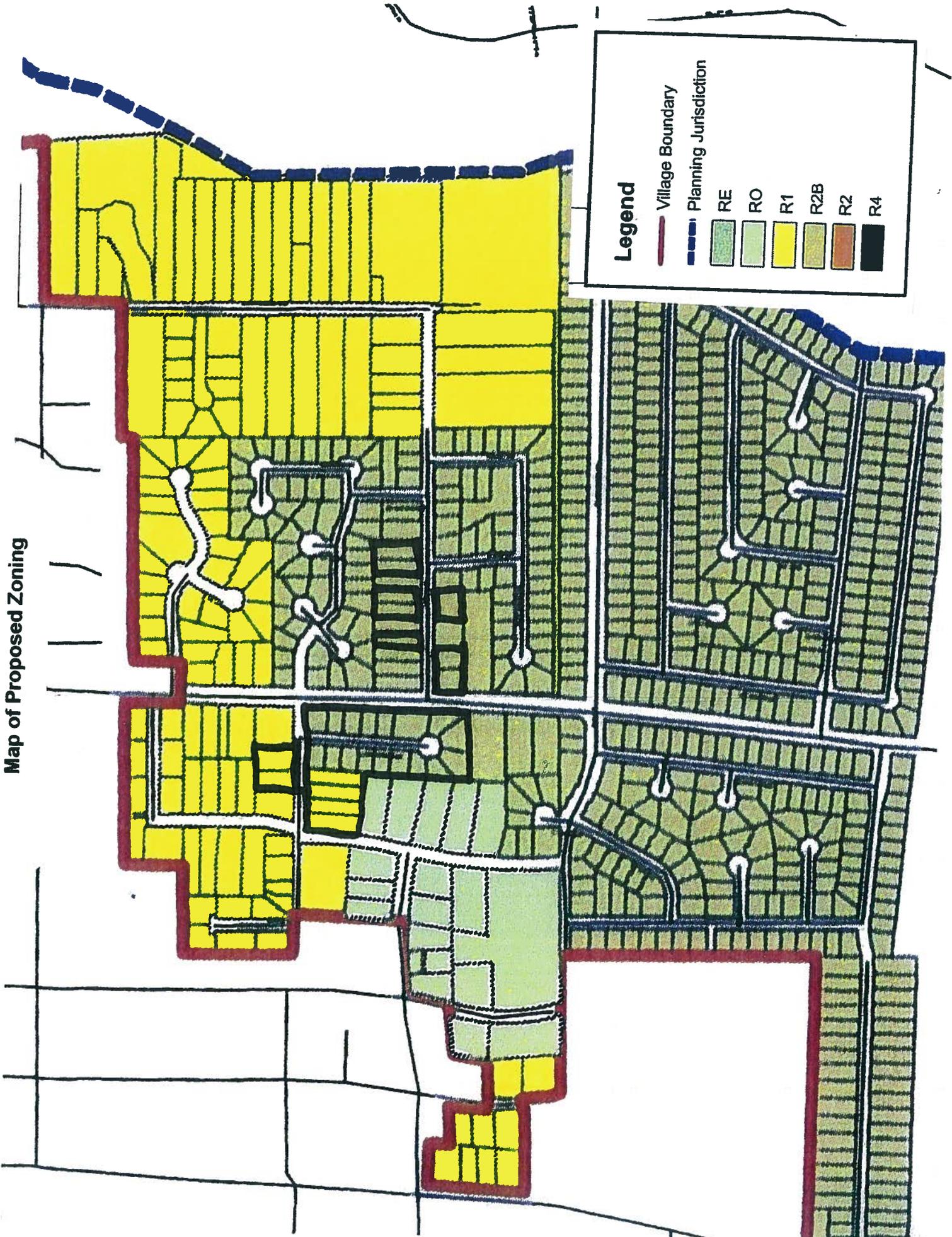
16.6: Pursue eventual Village boundaries.

The area of Marston Avenue, Birchbrook Court and Bemis Road has a number of annexation agreements, which would be increased with the approval of the 29 agreements proposed. The Board could then look at the possibility of annexing these properties in the future, in accordance with this Strategic Action Goal.

Marston Area Annexation Agreements



Map of Proposed Zoning



Legend

- Village Boundary
- Planning Jurisdiction
- RE
- RO
- R1
- R2B
- R2
- R4

**NOTICE OF PUBLIC HEARING REGARDING ANNEXATION AGREEMENTS
UNDER CONSIDERATION BY THE VILLAGE OF GLEN ELLYN**

In accordance with the Illinois Municipal Code, 65 ILCS 5/11-15.1-3 on Monday, January 25, 2010 at 8:00 p.m., the Glen Ellyn Village Board will conduct a public hearing to consider renewing annexation agreements with 29 properties located on Marston Avenue west of Route 53; Birchbrook Court, south of Marston Avenue and west of Route 53; and Bemis Road between Route 53 and Danby Drive in Glen Ellyn, IL in unincorporated DuPage County. The properties are not currently contiguous to the Village limits. The Village Board may act on the proposed annexation agreements this same night following the public hearing. The properties are legally described as follows:

22W081 Marston Avenue, 22W071 Marston Avenue, 22W061 Marston Avenue, 22W051 Marston Avenue: LOTS 1, 2, 3, and 4 IN TREE HAVEN RESUBDIVISION OF LOT 12 IN KAMMES ESTATES, A SUBDIVISION OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED DECEMBER 26, 1989 AS DOCUMENT R89-162011, IN DUPAGE COUNTY, ILLINOIS.
P.I.N.s: 05-23-412-044, 05-23-412-045, 05-23-412-046, 05-23-412-047

21W748 Bemis Road: THE EAST 75.0 FEET OF THE WEST 300.0 FEET AS MEASURED ON THE NORTH LINE AND ON THE SOUTH LINE OF LOT 10 IN FRED'K H. BARTLETT'S SUNNYSIDE FARMS, A SUBDIVISION OF PART OF THE WEST 2013 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 4, 1953 AS DOCUMENT 681364, IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-300-035

21W730 Bemis Road: THE EAST 75 FEET OF THE WEST 450 FEET AS MEASURED ON THE NORTH LINE AND ON THE SOUTH LINE OF LOT 10 IN FRED'K H. BARTLETT'S SUNNYSIDE FARMS, A SUBDIVISION OF PART OF THE WEST 2013 FEET OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1941 AS DOCUMENT 489032, IN THE RECORDERS OFFICE OF DUPAGE COUNTY, ILLINOIS. THIS PROPERTY IS ALSO KNOWN AS TRACT 6 IN MOELLER'S PLAT OF SURVEY ACCORDING TO THE PLAT THEREOF RECORDED MAY 4, 1953 AS DOCUMENT 681364 IN THE RECORDERS OFFICE OF DUPAGE COUNTY, ILLINOIS.
P.I.N: 05-24-300-037

21W720 Bemis Road: THE EAST 75 FEET OF THE WEST 525 FEET, AS MEASURED ON THE NORTH LINE AND ON THE SOUTH LINE OF LOT 10 IN FRED'K H. BARTLETT'S SUNNYSIDE FARMS, BEING A SUBDIVISION OF PART OF THE WEST 2,013 FEET OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 24,

TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN
ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1941 AS DOCUMENT
430032, IN DUPAGE COUNTY, ILLINOIS
P.I.N.: 05-24-300-038

21W680 Bemis Road (2 parcels): THE EAST 75 FEET OF THE WEST 675 FEET AS
MEASURED ON THE NORTH LINE AND ON THE SOUTH LINE OF LOT 10 IN
FREDERICK H. BARTLETT'S SUNNYSIDE FARMS, A SUBDIVISION OF PART OF THE
WEST 2013 FEET OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER
OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT RECORDED OCTOBER 15, 1941 AS
DOCUMENT 430032; ALSO KNOWN AS LOT 9 IN MOELLER'S PLAT OF SURVEY
ACCORDING TO THE PLAT THEREOF RECORDED MAY 5, 1953 AS DOCUMENT
681364 IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-040

and

LOT 10 (EXCEPT THE WEST 675 FEET THEREOF, AS MEASURED ON THE NORTH
LINE AND ON THE SOUTH LINE OF SAID LOT 10) IN FREDERICK H. BARTLETT'S
SUNNYSIDE FARMS, BEING A SUBDIVISION OF PART OF THE WEST 2013 FEET OF
THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2,
TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1941 AS DOCUMENT
430032 ALSO KNOWN AS LOT 10 OF MOELLER'S PLAT OF SURVEY RECORDED MAY
4, 1953 AS DOCUMENT NO. 681364 IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-041

21W761 Bemis Road: LOT 2 IN KERRY'S RESUBDIVISION, A RESUBDIVISION OF PART
OF LOT 14 IN FREDERICK H. BARTLETT'S SUNNYSIDE FARMS, BEING A
SUBDIVISION OF PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 39
NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO
THE PLAT OF RESUBDIVISION RECORDED DECEMBER 28, 1988, AS DOCUMENT
R88-147419, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-301-048

21W775 Bemis Road: LOT 1 IN KERRY'S RESUBDIVISION OF PART OF THE
SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF
THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF
RECORDED DECEMBER 28, 1988 AS DOCUMENT NO. R88-147419, IN DUPAGE
COUNTY, ILLINOIS.

P.I.N.: 05-24-301-047

725 Bemis Road: THE EAST 150 FEET OF LOT 14 AS MEASURED AT RIGHT ANGLES
TO THE EAST LINE THEREOF, IN FRED'K H. BARTLETT'S SUNNYSIDE FARMS,
BEING A SUBDIVISION OF PART OF THE WEST 2013 FEET OF THE NORTHWEST
QUARTER AND THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH,

RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1941 AS DOCUMENT 430032, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-301-048

22W046 Marston Avenue: LOT 5 IN MAPLE LANE SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 18, 1951 AS DOCUMENT 634307, AS CERTIFICATE OF CORRECTION FILED DECEMBER 6, 1951 AS DOCUMENT 640844 AND AUGUST 20, 1953 AS DOCUMENT 692628 IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-23-405-014

1S610 Birchbrook Court, 1S622 Birchbrook Court, 1S632 Birchbrook Court, 1S644 Birchbrook Court, 1S656 Birchbrook Court, 1S668 Birchbrook Court, 1S680 Birchbrook Court, 1S702 Birchbrook Court, 1S710 Birchbrook Court, 1S711 Birchbrook Court, 1S705 Birchbrook Court, 1S669 Birchbrook Court, 1S657 Birchbrook Court, 1S645 Birchbrook Court, 1S633 Birchbrook Court, 1S623 Birchbrook Court, 1S611 Birchbrook Court: LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 IN HARRISON'S BIRCHBROOK SUBDIVISION, A RESUBDIVISION OF LOT 15 IN KAMMES ESTATES BEING PART OF THE SOUTHEAST ¼ OF SECTION 23 IN TOWNSHIP 39 NORTH, RANGE 10 AND ALSO LOT 5 IN MAPLE CREEK, A RESUBDIVISION OF LOT 14 IN KAMMES ESTATES, BEING PART OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF HARRISON'S BIRCHBROOK RESUBDIVISION RECORDED JUNE 8, 1981 AS DOCUMENT R81-29674 IN DUPAGE, ILLINOIS.

P.I.N.s: 05-23-412-016, 05-23-412-017, 05-23-412-018, 05-23-412-019, 05-23-412-020, 05-23-412-021, 05-23-412-022, 05-23-412-023, 05-23-412-024, 05-23-412-025, 05-23-412-026, 05-23-412-027, 05-23-412-028, 05-23-412-029, 05-23-412-030, 05-23-412-031, 05-23-412-032

All persons in the Village of Glen Ellyn who are interested are invited to attend the public hearing to listen and be heard. Copies of the annexation agreements are available for public review in the Planning and Development Department of the Civic Center, 535 Duane Street, Glen Ellyn, IL. Questions related to the proposed annexation agreements should be directed to Christina Collison, Planning Intern 630-547-5246.

Individuals with disabilities who plan to attend the hearing and who require certain accommodations in order to allow them to observe and participate, or who have questions regarding the accessibility of the meeting or facilities, are requested to contact the Village at least 24 hours in advance of the meeting.

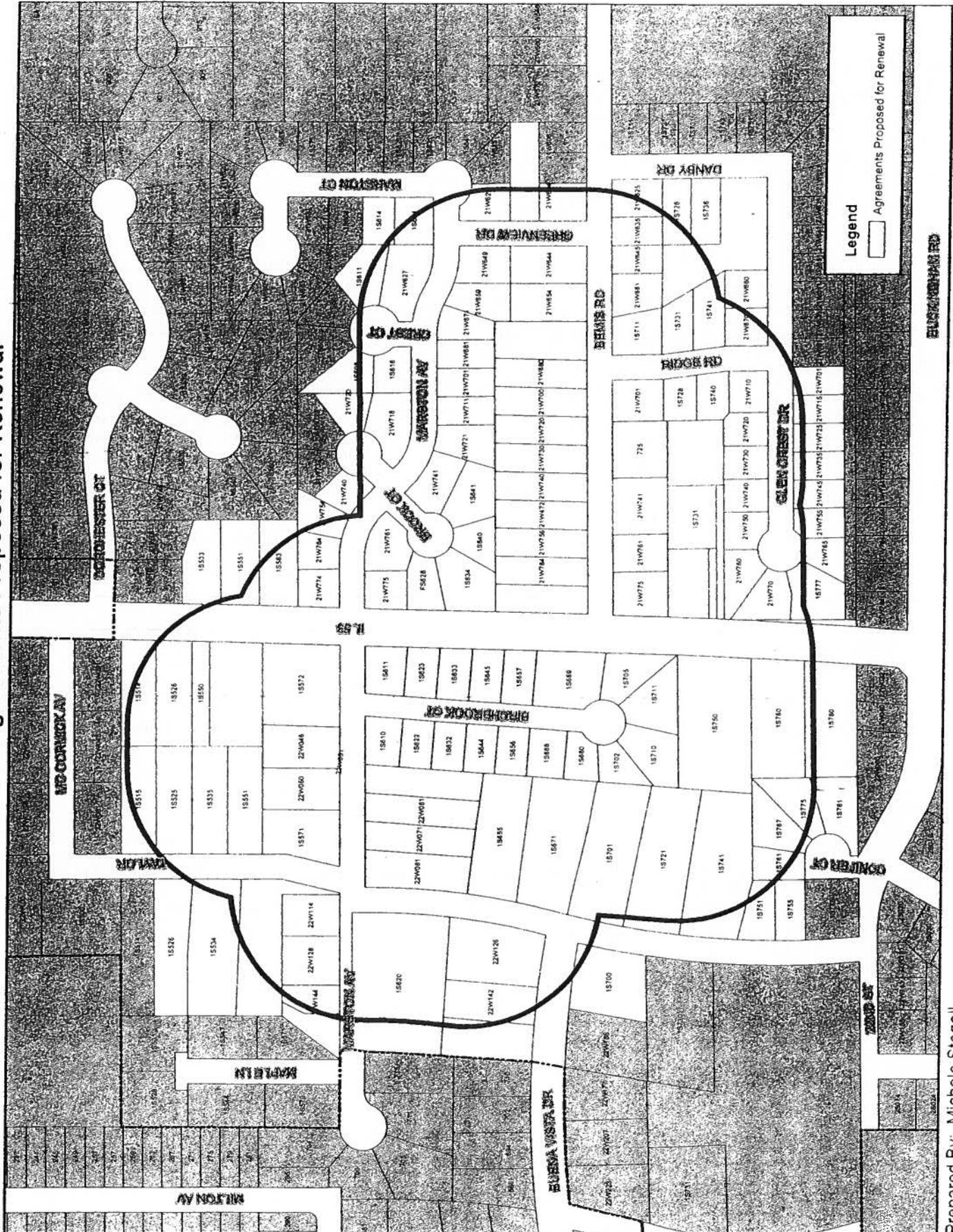
Christina Collison, Planning Intern
Village of Glen Ellyn

Publication Date: January 7, 2010

Directors of Village of Glen Ellyn Departments, 535 Duane Street, Glen Ellyn, IL 60137
Trustees-Individually, Milton Township, 1492 N. Main St., Wheaton, IL, 60187: James
Flickinger, Sal Falbo, Christopher Edwards and Robert Larsen; Township Supervisor-Chris
Heidorn; Township Clerk-Gail Hinkle
Milton Township Highway Commissioner Gary Muehlfelt, 23 W949 Poss St., Glen Ellyn, IL,
60137
Fred Bucholz, DuPage County Recorder, 421 N. County Farm Road, Wheaton, IL, 60187
Gary King, DuPage County Clerk, 505 N. County Farm Road, Wheaton, IL 60187
Surrounding Property Owners (within 250 feet)

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Annexation Agreements Proposed for Renewal



Prepared By: Michele Stegall
 Date: January 4, 2010



August 7, 2009

James and Kristine Cardamone
or Current Owner
21W761 Bemis Road
Glen Ellyn, IL 60137

Village President
Mark Pfefferman

Dear Mr. and Mrs. Cardamone,

You, or a previous owner of your property, entered into an annexation agreement with the Village of Glen Ellyn on August 22, 1988 by the adoption of Ordinance 3519 in order to receive Village water and sewer services. The annexation agreement states that the property will be allowed to connect to municipal water and sewer services if, on the event the property becomes contiguous with Village limits, the property would be annexed into the Village. A copy of your annexation agreement is attached.

The annexation agreement for your property expired on August 22, 2008. The connection of your property to Village water and sewer was permitted subject to the condition that the property would be annexed into the Village in the future. Therefore, you must either enter into a new annexation agreement with the Village in order to continue to receive Village water and sewer services to your home, or disconnect the home from Village water and sewer services. The new annexation agreement (attached) is similar in content to your prior agreement and is based on the Village's current form of annexation agreement. The new annexation agreement would allow continued service of Village water and sewer services, and would still require annexation when the property becomes contiguous with Village limits.

Enclosed you will find an updated annexation agreement for your signature. Please review the agreement and sign and return to the Village within 30 days (by September 7, 2009) or notify the Village of your intent to disconnect from Village water and sewer within the same time frame. If ownership of the property has changed, or if there have been any other changes to the property not reflected in the agreement, please contact the Village for an updated agreement. Please note that the agreement must be signed by all owners of the property and the agreement must be notarized. To verify ownership, the Village asks you also submit a copy of your warranty deed or title insurance, as well as a plat of survey.

If the annexation agreement is terminated and the user did not voluntarily disconnect the water and sewer lines, the Village, after a written notice of not less than seven days, could itself terminate service. The entry into a new annexation agreement does require a notice of public hearing. The Village will take care of all the administrative expenses involved in that process. If you have any questions, please feel free to contact either myself or Planning Intern Christina Collison at 630-547-5250.

Sincerely,

Staci Hulseberg

Staci Hulseberg
Director of Planning and Development

Enclosures: Ordinance 3519
Annexation Agreement

cc: Steve Jones, Village Manager
Stewart Diamond, Village Attorney
Michele Stegall, Village Planner
Christina Collison, Planning Intern

Civic Center
535 Duane Street
Glen Ellyn, IL 60137
(630)469-5000

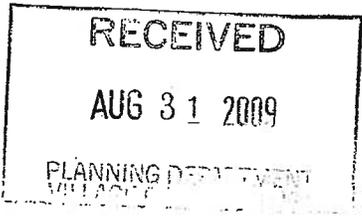
Fax (630)469-8849

Website: www.glenellyn.org

Police Department
535 Duane Street
(630)469-1187
Fax (630)469-1861

Public Works Department
50 South Lambert Road
X:\Planning\PLANNING\ANNEXATIONS\Marston Ave. Annexation Renewals\Letters\21W761 Bemis.docx
(630)469-6756

Fax (630)467-3128



ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement"), is made and entered into this ___ day of _____ 2009, by, between, and among James and Kristine Cardamone ("Owners"), and the Village of Glen Ellyn ("Village"). The Village and Owners are collectively referred to as ("Parties").

RECITALS

A. The Owners are the owners of record of a parcel of land commonly known as 21W761 Bemis Road and which is located on the south side of Bemis Road between Illinois Route 53 and Ridge Road and is not currently contiguous to the Village of Glen Ellyn. The subject property is legally described on Exhibit "A" attached hereto, is identified for real estate purposes as P.I.N. 05-24-301-048 ("Property"), and is currently improved with one single family home.

B. The Village is an Illinois home rule municipal corporation, having its principal office at 535 Duane Street, Glen Ellyn, Illinois.

C. The Owners and Village previously entered into an annexation agreement on August 22, 1988 in order to permit the extension of water and sanitary sewer service to Owners' property.

D. The above mentioned agreement had a term of 20 years and expired on August 22, 2008.

E. In order to allow the continued and uninterrupted service of Village water and sanitary sewer services to the Property, the Owners and Village have negotiated the terms of a new annexation agreement.

F. Glen Ellyn is willing to allow continued water and sanitary sewer services to the Property, so long as Owners agree to petition Glen Ellyn for voluntary annexation upon the Property becoming contiguous to Glen Ellyn, or to cooperate in the filing of a court petition requesting annexation to Glen Ellyn, along with other properties, upon the request of the Village.

G. A public hearing to consider this Agreement was noticed in the *Glen Ellyn News* on _____ and was held by the Village President and Board of Trustees on _____.

H. The Village has published all notices as required in the Illinois Municipal Code, 65 ILCS 5/11-15.1-3. *et seq.*

I. The Owners have agreed that the Property will be zoned in accordance with the R2B Residential District regulations as set forth in Section 10-4-9 of the Glen Ellyn Zoning Code, as the same may be amended from time to time ("Zoning Code"), when it is annexed to the Village to allow the property to be used for a single-family dwelling unit in accordance with the terms and conditions of this Agreement.

J. All other matters, in addition to those specifically referred to above, which are included by this Agreement, have been considered by the Parties, and the development of the Property for the purposes permitted under the R2B Residential District regulations of the Zoning Code, all in accordance with the terms and conditions of this Agreement, will inure to the benefit and improvement of the Village by increasing the taxable value of the real property within the Village's corporate limits, extending the corporate limits and jurisdiction of the Village to the limits of the Property, promoting the sound planning and development of the Village, and otherwise enhancing and promoting the general welfare of the Village residents and taxpayers.

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

1. Incorporation of Recitals. The Parties hereby confirm the truth and validity of the representations and recitations set forth in the foregoing recitals. The Parties further acknowledge that the same are material to this Agreement and are hereby incorporated into and made a part of this Agreement and the same shall continue for so long as this Agreement is in full force and effect.

2. Legal Conformance with Law. This Agreement is made pursuant to and in accordance with the provisions of the Glen Ellyn Village Code, and its home rule powers, as established in the Illinois Revised Statutes and the Illinois Constitution.

3. Annexation. Upon notification by the Village that the Property has become, in the opinion of the Village, adjacent and contiguous to the Village, the Owners (if still holding title to any portion of the Property) and each grantee(s) shall within 30 days (a) file a fully executed Annexation Petition in a form approved by the Village Attorney and substantially in accordance with the form of *Exhibit "B"* attached to this agreement, (b) provide Owners' proof of ownership of the Property and, (c) provide a Plat of Annexation acceptable in form and content to the Village Engineer and Village Attorney. Upon, but not before the Village's receipt of the Annexation Petition, the Owners' proof of ownership, and approved Plat of Annexation, the Village's Corporate Authorities shall adopt a valid and binding Annexation Ordinance providing for the annexation of the Property and any adjacent rights-of-way to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8. The Village Clerk shall then promptly cause the Annexation Ordinance, Plat of Annexation, and related documents, including all required notices, to be recorded in the Office of the DuPage County Recorder.

Alternatively, at the option of the Village, within 30 days after notice from the Village to do so, and subject to the provisions of 65 ILCS 5/7-1-2 et. seq., or 65 ILCS 5/7-1-11, as amended, the Owners and/or their successors and assigns shall join in, and properly execute, a Petition to be filed with the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, and shall cooperate with the prosecution of the Petition before said court, provided, however, that the costs of any such litigation shall not be the responsibility of the Owners.

If all or a portion of the Property is conveyed prior to the annexation of the Property to the Village, whether by the Owners or other subsequent grantor, any contract for sale or other agreement relating to each and every such conveyance shall contain an acknowledgement by the grantee of the existence of this Agreement and the requirement that upon the Property becoming,

in the opinion of the Village, adjacent and contiguous to the Village, the Property will be annexed to the Village. In addition, each such contract or other agreement shall contain an agreement by the grantee(s) to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the Village, including, but not limited to, execution of an Annexation Petition.

Should a court of competent jurisdiction determine that annexation of the Property was defective because of the failure of the Parties to follow a procedural requirement constituting a valid precondition to proper annexation of the Property, the Parties, including the successors and assigns of the Owners, agree to promptly cause the Property to be reannexed to the Village in a manner that satisfies all procedural requirements.

Should a court of competent jurisdiction determine that annexation of the Property by the Village was without lawful authority (i.e., lack of contiguity), the Parties agree that this Agreement shall be deemed a Pre-Annexation Agreement authorized pursuant to 65 ILCS 5/11-15.1-1, as amended, and shall remain in full force and effect to the extent permitted by law. Thereafter, should the Property become contiguous to the Village, the Parties, including the successors and assigns of the Owners, agree to promptly take all necessary steps as may then be provided by law to perfect the annexation of the Property to the Village.

4. Zoning. Contemporaneous with, or immediately following, the adoption of a valid and binding Annexation Ordinance, the Planning and Development Director shall, without further hearing automatically zone the Property R2B Residential District in accordance with Section 10-3-3 of the Glen Ellyn Zoning Code. Any existing use of the Property, upon annexation, that does not comply with the requirements of that zoning category, may continue to be used for its existing purpose subject to the Village's zoning provisions regarding nonconformities. Because the zoning category to be granted to the Property is that which automatically will be granted pursuant to Section 10-3-3, the process under which this Agreement was entered into did not include a public hearing before the Glen Ellyn Plan Commission. The zoning category to be granted to this Property will therefore be automatically established and the designation will appear in the next version of the Village's zoning map.

5. Water and Sewer Service. Glen Ellyn agrees to permit the continuation of water and sewer services to the Property. In the event that the Owners fail to petition Glen Ellyn for annexation in accordance with Section 3 above or fails to comply with any other provision of this Annexation Agreement, Glen Ellyn may, at its sole option, discontinue water and sewer services to the Property and enforce this agreement in a court of appropriate jurisdiction by specific performance.

6. Rates for Water and Sanitary Sewer Service. Until such time as the Property is annexed to Glen Ellyn, Owners agree to pay the usual and customary charges for water and sanitary sewer service for customers outside Glen Ellyn limits, as may be established from time to time by the Corporate authorities of Glen Ellyn.

7. Village Codes. While the Property remains in unincorporated DuPage County, it shall be developed pursuant to the building and zoning regulations of DuPage County, except as otherwise provided herein. From and after the date of annexation of the Property to the Village,

the property shall be used and maintained in accordance with and pursuant to the Village Code of Glen Ellyn, including the building, subdivision, and zoning regulations contained therein.

8. Fire Protection. Even before annexation, the Property shall comply with the Village's Fire Suppression Sprinkler requirements. Any new home constructed on the Property shall have a fire suppression sprinkler system. Before commencing construction, the Owners shall receive approval from the Village of the fire suppression sprinkler system design to be installed in the home. The Owners will permit the Village to inspect the installation of the fire suppression sprinkler system and shall pay an inspection fee of \$300. Any new residence shall not be occupied until the Village Inspector approves the fire suppression sprinkler system installation. If an addition is constructed to any existing residence on the Property, a fire suppression sprinkler system must be installed if required by the Village building code for the class of the addition. If the Village building code requires installation of a fire suppression system for any addition to an existing structure on the Property, the provisions for permit, inspection and occupancy set forth herein above in this Section shall also apply to the construction of the addition.

9. Village Address. Upon annexation to the Village, the Village will assign the appropriate Village address to the Property.

10. Annexation Fee. At the time of annexation, the Owners shall pay an annexation fee to the Village in the amount of \$250.

11. Term. The term of this Agreement will be 20 years from the date of execution hereof, which will be deemed to become effective on the date hereof.

12. Annexation Agreement Extension. At the option of the Village, the Village may extend this Annexation Agreement, at its conclusion, for an additional period of up to 20 years for a portion or all of the Property. If the Village wishes to exercise this option, it shall do so in writing not earlier than two years before the expiration of the Annexation Agreement, nor later than three months prior to this Agreement's initial termination date. Notice shall be sent in writing to (i) that entity that has paid the real estate property taxes during one of the last two years for the Property or that portion of the Property for which the Village wishes to extend this Agreement or (ii) to the record title holder of the Property or that portion of the Property for which the Village wishes to extend this Agreement. If the Village decides in its sole and absolute opinion to extend the term of this Agreement, the Village may do so whether or not the Property, or any portion of the Property, has been annexed to the Village. The Village may only extend the term of this Agreement once. In the event that the Village has not exercised the option to extend the term of this Agreement pursuant to this Section, and if the property has not been annexed to the Village at this Agreement's initial termination date, the Village and the Owners may enter into a new Annexation Agreement in the manner provided by law. If the Village has been providing utility services to the non-annexed Property or any non-annexed portions of the Property pursuant to this Agreement, it may terminate such utility service at the conclusion of this Agreement; provided, however, that the Village provide not less than one year prior written notice of such termination to (i) that entity that has paid the real estate property taxes during one of the last two years for the Property or that portion of the Property for which the Village desires to terminate any such utility service or (ii) to the record title holder of the

Property or any portion of the Property for which the Village desires to terminate any such utility service.

13. General Provisions.

A. Severability. In the event that any portion of this Annexation Agreement will be found to be invalid by any court of competent jurisdiction, such finding of invalidity as to that portion will not affect the validity or enforceability of the balance of this Agreement.

B. Remedies. In addition to all rights and remedies specified in this Agreement, the Village will have the authority to pursue any and all rights and remedies, at law or in equity, to which it is entitled in order to enforce the terms of this Agreement. In the event that the Owners fail to comply, the Village may institute an action for specific performance along with other civil and quasi-criminal actions as permitted by law, and the Village may disconnect the water service. The Owners will be further liable for any attorney fees, court costs and other costs incurred by the Village as a consequence of the Village's enforcement of this provision.

C. Amendment. This Agreement may be amended from time to time with the consent of the parties, pursuant to Statute.

D. Conflict Regulations. The provisions of this Agreement shall supersede the provision of any Village Codes and Ordinances that may be in conflict with the provisions of this Agreement.

E. Enforcement. This agreement shall be enforceable in any court of competent jurisdiction by either the Owners or the Village, and their respective successors and assigns, by an appropriate action at law or in equity, to secure the performance of the promises, obligations, and covenants in this Agreement, including the specific performance of this Agreement. The laws of the State of Illinois shall govern this Agreement. Any lawsuit enforcement filed against the Village of Glen Ellyn, or its officers, employees or independent contractors, may only seek injunction, mandamus or specific performance for the enforcement of the agreement and may not seek damages.

F. Successors and Assigns. This agreement shall inure to the benefit of and be binding upon the Owners and Village and their respective successors and assigns. No conveyance, transfer or assignment of fee title in the Property or of this Agreement shall serve to release the Owners of its duties and obligations already undertaken under this Agreement.

G. Application of Ordinances. Upon annexation, the Property and its use will be subject to all Village ordinances generally applicable throughout the Village except as herein set forth.

H. Recording. The Village Clerk is hereby directed to cause this Agreement to be recorded with the Recorder of Deeds of DuPage County, following its execution and approval by the Village Board.

I. No Disconnection. Once the Property subject to this Annexation Agreement has been annexed to the Village, the Owners shall not petition the Circuit court to take any other action to cause the Property to be disconnected from the Village during the term of this Annexation Agreement or any extension to that term. In addition, the Owners may not during the term of this Annexation Agreement petition any other municipality or a court to permit annexation to another municipality.

J. Recitals and Exhibits. The recitals set forth in the beginning of this Agreement, and the exhibits attached hereto, are incorporated herein by this reference and shall constitute substantive provisions to this Agreement.

K. Captions and Paragraph Headings. The captions and paragraph headings used herein are for convenience only and shall not be used in construing any term or provision of this Agreement.

14. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("*e-mail*"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137
Attn: Planning and Development Director

Notices and communications to the Owners shall be addressed to, and delivered at, the following address:

Notices and communications to the Owners shall be addressed to, and delivered at, the following address:

James & Kristine Cardamone
21 W 761 Bemis Rd.
Glen Ellyn, IL 60137

IN WITNESS WHEREOF, the parties have caused this Annexation Agreement to be executed by their duly authorized officers or individually, as the case may be, on Aug. 31, 2009.

VILLAGE OF GLEN ELLYN
A Municipal Corporation:

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

OWNER:

James Cardamone

BY: _____
Village President

OWNER:
Kristine Cardamone

Kristine Cardamone

ATTEST:

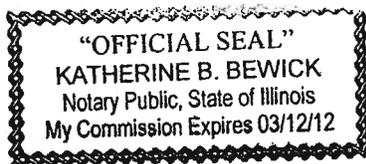
BY: _____
Andrea Draths, Village Clerk

BY: _____

SUBSCRIBED AND SWORN to
before me this 28 day of
August, 2009.

Katherine B. Bewick

Notary Public



Notices and communications to the Owners shall be addressed to, and delivered at, the following address:

James & Kristine Cardamone
21 W 761 Bemis Rd.
Glen Ellyn, FL.
60137

IN WITNESS WHEREOF, the parties have caused this Annexation Agreement to be executed by their duly authorized officers or individually, as the case may be, on Aug. 31, 2009.

VILLAGE OF GLEN ELLYN
A Municipal Corporation:

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

OWNER:

[Signature]
James Cardamone

BY: _____
Village President

OWNER: _____
Kristine Cardamone

ATTEST:

BY: _____
Andrea Draths, Village Clerk

BY: _____

SUBSCRIBED AND SWORN to
before me this 28 day of
August, 2009.

[Signature]
Notary Public

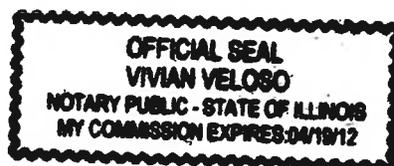


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Owner: James and Kristine Cardamone

Address: 21W761 Bemis Road

P.I.N.: 05-24-301-048

Legal Description:

LOT 2 IN KERRY'S RESUBDIVISION, A RESUBDIVISION OF PART OF LOT 14 IN FREDERICK H. BARTLETT'S SUNNYSIDE FARMS, BEING A SUBDIVISION OF PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED DECEMBER 28, 1988, AS DOCUMENT R88-147419, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B

ANNEXATION PETITION

TO THE VILLAGE PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF GLEN ELLYN
DUPAGE COUNTY

The undersigned Petitioner(s) ("PETITIONER(S)") being first duly sworn on oath,
hereby respectfully represent and petition as follows:

1. This Petition is presented to the Village of Glen Ellyn pursuant to 65 ILCS 5/7- 1-8.
2. The subject of this Petition is a tract of real estate in unincorporated DuPage County,
commonly known as _____
and legally described on Exhibit "A" attached hereto and incorporated herein (the
"SUBJECT REALTY").
3. This Petition is executed by all the owner(s) of record of the SUBJECT REALTY.
4. No part of the SUBJECT REALTY is within the corporate limits of any municipality.
5. The SUBJECT REALTY is contiguous to the Village of Glen Ellyn or will be at the
time of annexation
6. No electors reside on the SUBJECT REALTY or, in the alternative, at least fifty-one
percent (51%) of the electors residing on the SUBJECT REALTY have executed this
Petition.
7. This Petition is made subject to the conditions hereinafter stated.

THE PETITIONER(S) HEREBY STATE AND REQUEST:

- A. That the SUBJECT REALTY be annexed to the Village of Glen Ellyn by Ordinance
passed and approved by the Village President and Village Board of the Village
pursuant to 65 ILCS 5/7- 1-8.
- B. That the annexation requested herein is contingent upon the Village of Glen Ellyn and
PETITIONER(S) entering into a mutually agreeable Annexation Agreement
concerning the SUBJECT REALTY to govern the annexation and development of the
SUBJECT REALTY in a manner satisfactory to PETITIONER(S) (and subject to the
terms and conditions stated therein), all in accordance with Section 11-15.1-1 et seq.
of the Illinois Municipal Code.

Village of Glen Ellyn

Ordinance No. _____

**An Ordinance Approving Annexation Agreements
for 29 properties on Marston Avenue, Bemis Road and Birchbrook Court
Glen Ellyn, IL**

**Adopted by the
President and Board of Trustees of the
Village of Glen Ellyn,
DuPage County, Illinois
This ____ Day of _____, 2010**

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 _____, 2010.

Ordinance No. _____

**An Ordinance Approving Annexation Agreements
for 29 properties on Marston Avenue, Bemis Road and Birchbrook Court
Glen Ellyn, IL**

Whereas, the Village of Glen Ellyn previously entered into annexation agreements or agreements to extend Village water and/or sewer services with the owners of 29 properties located on Marston Avenue west of Route 53, Bemis Road between Route 53 and Danby Drive, and Birchbrook Court Subdivision located south of Marston Avenue and west of Route 53; and

Whereas, the agreements were entered into in order for the properties to be connected to Village water and/or sewer services; and

Whereas, the previous agreements had a term of 20 years and have since expired; and

Whereas, the owners of 29 properties located on Marston Avenue, Bemis Road and Birchbrook Court have complied with the Village's request to enter into new annexation agreements in order to continue to receive Village water and/or sewer services; and

Whereas, the 29 properties are not currently located within the corporate limits of any municipality and are not currently contiguous to the corporate limits of the Village of Glen Ellyn; and

Whereas, the subject properties are legally described as follows:

22W051 Marston Avenue: LOT 4 IN TREE HAVEN RESUBDIVISION OF LOT 12 IN KAMMES ESTATES, A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED DECEMBER 26, 1989 AS DOCUMENT R89-162011, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-23-412-047 (Address upon annexation: 771 Marston Avenue); and

22W061 Marston Avenue: LOT 3 IN TREE HAVEN RESUBDIVISION OF LOT 12 IN KAMMES ESTATES, A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10, EAST

OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED DECEMBER 26, 1989 AS DOCUMENT R89-162011, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-23-412-046 (Address upon annexation: 763 Marston Avenue); and

22W071 Marston Avenue: LOT 2 IN TREE HAVEN RESUBDIVISION OF LOT 12 IN KAMMES ESTATES, A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED DECEMBER 26, 1989 AS DOCUMENT R89-162011, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-23-412-045 (Address upon annexation: 755 Marston Avenue); and

22W081 Marston Avenue: LOT 1 IN TREE HAVEN RESUBDIVISION OF LOT 12 IN KAMMES ESTATES, A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED DECEMBER 26, 1989 AS DOCUMENT R89-162011, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-23-412-044 (Address upon annexation: 747 Marston Avenue); and

21W748 Bemis Road: LOT 4 OF MOELLER'S PLAT OF SURVEY OF LOT 10, IN FRED H. BARTLETT'S SUNNYSIDE FARMS, A SUBDIVISION OF PART OF THE WEST 2013 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 4, 1953 AS DOCUMENT 681364, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-035 (Address upon annexation: 811 Bemis Road); and

21W730 Bemis Road: THE EAST 75 FEET OF THE WEST 450 FEET AS MEASURED ON THE NORTH LINE AND ON THE SOUTH LINE OF LOT 10 IN FRED K H. BARTLETT'S SUNNYSIDE FARMS, A SUBDIVISION OF PART OF THE WEST 2013 FEET OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1941 AS DOCUMENT 489032, IN THE RECORDERS OFFICE OF DUPAGE COUNTY, ILLINOIS. THIS PROPERTY IS ALSO KNOWN AS TRACT 6 IN MOELLER'S PLAT OF SURVEY ACCORDING TO THE PLAT THEREOF RECORDED MAY 4, 1953 AS DOCUMENT 681364 IN THE RECORDERS OFFICE OF DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-037 (Address upon annexation: 835 Bemis Road); and

21W720 Bemis Road

THE EAST 75 FEET OF THE WEST 525 FEET, AS MEASURED ON THE NORTH LINE AND ON THE SOUTH LINE OF LOT 10 IN FRED'K H. BARTLETT'S SUNNYSIDE FARMS, BEING A SUBDIVISION OF PART OF THE WEST 2,013 FEET OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1941 AS DOCUMENT 430032, IN DUPAGE COUNTY, ILLINOIS
P.I.N.: 05-24-300-038 (Address upon annexation: 841 Bemis Road); and

21W680 Bemis Road (2 parcels):
THE EAST 75 FEET OF THE WEST 675 FEET AS MEASURED ON THE NORTH LINE AND ON THE SOUTH LINE OF LOT 10 IN FREDERICK H. BARTLETT'S SUNNYSIDE FARMS, A SUBDIVISION OF PART OF THE WEST 2013 FEET OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED OCTOBER 15, 1941 AS DOCUMENT 430032; ALSO KNOWN AS LOT 9 IN MOELLER'S PLAT OF SURVEY ACCORDING TO THE PLAT THEREOF RECORDED MAY 5, 1953 AS DOCUMENT 681364 IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-300-040

and
LOT 10 (EXCEPT THE WEST 675 FEET THEREOF, AS MEASURED ON THE NORTH LINE AND ON THE SOUTH LINE OF SAID LOT 10) IN FREDERICK H. BARTLETT'S SUNNYSIDE FARMS, BEING A SUBDIVISION OF PART OF THE WEST 2013 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1941 AS DOCUMENT 430032 ALSO KNOWN AS LOT 10 OF MOELLER'S PLAT OF SURVEY RECORDED MAY 4, 1953 AS DOCUMENT NO. 681364 IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-300-041 (Address upon annexation: 853 Bemis Road); and

21W761 Bemis Road: LOT 2 IN KERRY'S RESUBDIVISION, A RESUBDIVISION OF PART OF LOT 14 IN FREDERICK H. BARTLETT'S SUNNYSIDE FARMS, BEING A SUBDIVISION OF PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED DECEMBER 28, 1988, AS DOCUMENT R88-147419, IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-301-048 (Address upon annexation: 812 Bemis Road); and

21W775 Bemis Road: LOT 1 IN KERRY'S RESUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10

EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 28, 1988 AS DOCUMENT NO. R88-147419, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-301-047 (Address upon annexation: 800 Bemis Road); and

725 Bemis Road: THE EAST 150 FEET OF LOT 14 AS MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF, IN FRED'K H. BARTLETT'S SUNNYSIDE FARMS, BEING A SUBDIVISION OF PART OF THE WEST 2013 FEET OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1941 AS DOCUMENT 430032, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-301-048 (Address upon annexation: 836 Bemis Road); and

22W046 Marston Avenue: LOT 5 IN MAPLE LANE SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 18, 1951 AS DOCUMENT 634307, AS CERTIFICATE OF CORRECTION FILED DECEMBER 6, 1951 AS DOCUMENT 640844 AND AUGUST 20, 1953 AS DOCUMENT 692628 IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-23-405-014 (Address upon annexation: 778 Marston Avenue); and

1S610 Birchbrook Court: LOT 1 IN HARRISON'S BIRCHBROOK SUBDIVISION, A RESUBDIVISION OF LOT 15 IN KAMMES ESTATES BEING PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23 IN TOWNSHIP 39 NORTH, RANGE 10 AND ALSO LOT 5 IN MAPLE CREEK, A RESUBDIVISION OF LOT 14 IN KAMMES ESTATES, BEING PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF HARRISON'S BIRCHBROOK RESUBDIVISION RECORDED JUNE 8, 1981 AS DOCUMENT R81-29674 IN DUPAGE, ILLINOIS.

P.I.N.: 05-23-412-016 (Address upon annexation: 300 Birchbrook Court); and

1S622 Birchbrook Court: LOT 2 IN HARRISON'S BIRCHBROOK SUBDIVISION, A RESUBDIVISION OF LOT 15 IN KAMMES ESTATES BEING PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23 IN TOWNSHIP 39 NORTH, RANGE 10 AND ALSO LOT 5 IN MAPLE CREEK, A RESUBDIVISION OF LOT 14 IN KAMMES ESTATES, BEING PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF HARRISON'S BIRCHBROOK RESUBDIVISION RECORDED JUNE 8, 1981 AS DOCUMENT R81-29674 IN DUPAGE, ILLINOIS.

P.I.N.: 05-23-412-017 (Address upon annexation: 308 Birchbrook Court); and

1S632 Birchbrook Court: LOT 3 IN HARRISON'S BIRCHBROOK SUBDIVISION, A RESUBDIVISION OF LOT 15 IN KAMMES ESTATES BEING PART OF THE SOUTH EAST ¼ OF SECTION 23 IN TOWNSHIP 39 NORTH, RANGE 10 AND ALSO LOT 5 IN MAPLE CREEK, A RESUBDIVISION OF LOT 14 IN KAMMES ESTATES, BEING PART OF THE SOUTH EAST ¼ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF HARRISON'S BIRCHBROOK RESUBDIVISION RECORDED JUNE 8, 1981 AS DOCUMENT R81-29674 IN DUPAGE, ILLINOIS.

P.I.N.: 05-23-412-018 (Address upon annexation: 316 Birchbrook Court); and

1S644 Birchbrook Court: LOT 4 IN HARRISON'S BIRCHBROOK SUBDIVISION, A RESUBDIVISION OF LOT 15 IN KAMMES ESTATES BEING PART OF THE SOUTH EAST ¼ OF SECTION 23 IN TOWNSHIP 39 NORTH, RANGE 10 AND ALSO LOT 5 IN MAPLE CREEK, A RESUBDIVISION OF LOT 14 IN KAMMES ESTATES, BEING PART OF THE SOUTH EAST ¼ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF HARRISON'S BIRCHBROOK RESUBDIVISION RECORDED JUNE 8, 1981 AS DOCUMENT R81-29674 IN DUPAGE, ILLINOIS.

P.I.N.: 05-23-412-019 (Address upon annexation: 324 Birchbrook Court); and

1S656 Birchbrook Court: LOT 5 IN HARRISON'S BIRCHBROOK SUBDIVISION, A RESUBDIVISION OF LOT 15 IN KAMMES ESTATES BEING PART OF THE SOUTH EAST ¼ OF SECTION 23 IN TOWNSHIP 39 NORTH, RANGE 10 AND ALSO LOT 5 IN MAPLE CREEK, A RESUBDIVISION OF LOT 14 IN KAMMES ESTATES, BEING PART OF THE SOUTH EAST ¼ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF HARRISON'S BIRCHBROOK RESUBDIVISION RECORDED JUNE 8, 1981 AS DOCUMENT R81-29674 IN DUPAGE, ILLINOIS.

P.I.N.: 05-23-412-020 (Address upon annexation: 332 Birchbrook Court); and

1S668 Birchbrook Court: LOT 6 IN HARRISON'S BIRCHBROOK SUBDIVISION, A RESUBDIVISION OF LOT 15 IN KAMMES ESTATES BEING PART OF THE SOUTHEAST ¼ OF SECTION 23 IN TOWNSHIP 39 NORTH, RANGE 10 AND ALSO LOT 5 IN MAPLE CREEK, A RESUBDIVISION OF LOT 14 IN KAMMES ESTATES, BEING PART OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF HARRISON'S BIRCHBROOK RESUBDIVISION RECORDED JUNE 8, 1981 AS DOCUMENT R81-29674 IN DUPAGE, ILLINOIS.

P.I.N.: 05-23-412-021 (Address upon annexation: 340 Birchbrook Court); and

1S680 Birchbrook Court: LOT 7 IN HARRISON'S BIRCHBROOK SUBDIVISION, A RESUBDIVISION OF LOT 15 IN KAMMES ESTATES BEING PART OF THE SOUTHEAST ¼ OF SECTION 23 IN TOWNSHIP 39 NORTH, RANGE 10 AND ALSO LOT 5 IN MAPLE CREEK, A RESUBDIVISION OF LOT 14 IN KAMMES ESTATES, BEING PART OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF HARRISON'S BIRCHBROOK RESUBDIVISION RECORDED JUNE 8, 1981 AS DOCUMENT R81-29674 IN DUPAGE, ILLINOIS.

P.I.N.: 05-23-412-022 (Address upon annexation: 348 Birchbrook Court); and

1S702 Birchbrook Court: LOT 8 IN HARRISON'S BIRCHBROOK SUBDIVISION, A RESUBDIVISION OF LOT 15 IN KAMMES ESTATES BEING PART OF THE SOUTHEAST ¼ OF SECTION 23 IN TOWNSHIP 39 NORTH, RANGE 10 AND ALSO LOT 5 IN MAPLE CREEK, A RESUBDIVISION OF LOT 14 IN KAMMES ESTATES, BEING PART OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF HARRISON'S BIRCHBROOK RESUBDIVISION RECORDED JUNE 8, 1981 AS DOCUMENT R81-29674 IN DUPAGE, ILLINOIS.

P.I.N.: 05-23-412-023 (Address upon annexation: 356 Birchbrook Court); and

1S710 Birchbrook Court: LOT 9 IN HARRISON'S BIRCHBROOK SUBDIVISION, A RESUBDIVISION OF LOT 15 IN KAMMES ESTATES BEING PART OF THE SOUTHEAST ¼ OF SECTION 23 IN TOWNSHIP 39 NORTH, RANGE 10 AND ALSO LOT 5 IN MAPLE CREEK, A RESUBDIVISION OF LOT 14 IN KAMMES ESTATES, BEING PART OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF HARRISON'S BIRCHBROOK RESUBDIVISION RECORDED JUNE 8, 1981 AS DOCUMENT R81-29674 IN DUPAGE, ILLINOIS.

P.I.N.: 05-23-412-024 (Address upon annexation: 364 Birchbrook Court); and

1S711 Birchbrook Court: LOT 10 IN HARRISON'S BIRCHBROOK SUBDIVISION, A RESUBDIVISION OF LOT 15 IN KAMMES ESTATES BEING PART OF THE SOUTHEAST ¼ OF SECTION 23 IN TOWNSHIP 39 NORTH, RANGE 10 AND ALSO LOT 5 IN MAPLE CREEK, A RESUBDIVISION OF LOT 14 IN KAMMES ESTATES, BEING PART OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF HARRISON'S BIRCHBROOK RESUBDIVISION RECORDED JUNE 8, 1981 AS DOCUMENT R81-29674 IN DUPAGE, ILLINOIS.

P.I.N.: 05-23-412-025 (Address upon annexation: 369 Birchbrook Court); and

1S705 Birchbrook Court: LOT 11 IN HARRISON'S BIRCHBROOK SUBDIVISION, A RESUBDIVISION OF LOT 15 IN KAMMES ESTATES BEING PART OF THE SOUTH EAST ¼ OF SECTION 23 IN TOWNSHIP 39 NORTH, RANGE 10 AND ALSO LOT 5 IN MAPLE CREEK, A RESUBDIVISION OF LOT 14 IN KAMMES ESTATES, BEING PART OF THE SOUTH EAST ¼ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF HARRISON'S BIRCHBROOK RESUBDIVISION RECORDED JUNE 8, 1981 AS DOCUMENT R81-29674 IN DUPAGE, ILLINOIS
P.I.N.: 05-23-412-026 (Address upon annexation: 361 Birchbrook Court); and

1S669 Birchbrook Court: LOT 12 IN HARRISON'S BIRCHBROOK SUBDIVISION, A RESUBDIVISION OF LOT 15 IN KAMMES ESTATES BEING PART OF THE SOUTH EAST ¼ OF SECTION 23 IN TOWNSHIP 39 NORTH, RANGE 10 AND ALSO LOT 5 IN MAPLE CREEK, A RESUBDIVISION OF LOT 14 IN KAMMES ESTATES, BEING PART OF THE SOUTH EAST ¼ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF HARRISON'S BIRCHBROOK RESUBDIVISION RECORDED JUNE 8, 1981 AS DOCUMENT R81-29674 IN DUPAGE, ILLINOIS
P.I.N.: 05-23-412-027 (Address upon annexation: 345 Birchbrook Court); and

1S657 Birchbrook Court: LOT 13 IN HARRISON'S BIRCHBROOK SUBDIVISION, A RESUBDIVISION OF LOT 15 IN KAMMES ESTATES BEING PART OF THE SOUTH EAST ¼ OF SECTION 23 IN TOWNSHIP 39 NORTH, RANGE 10 AND ALSO LOT 5 IN MAPLE CREEK, A RESUBDIVISION OF LOT 14 IN KAMMES ESTATES, BEING PART OF THE SOUTH EAST ¼ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF HARRISON'S BIRCHBROOK RESUBDIVISION RECORDED JUNE 8, 1981 AS DOCUMENT R81-29674 IN DUPAGE, ILLINOIS.
P.I.N.: 05-23-412-028 (Address upon annexation: 337 Birchbrook Court); and

1S645 Birchbrook Court: LOT 14 IN HARRISON'S BIRCHBROOK SUBDIVISION, A RESUBDIVISION OF LOT 15 IN KAMMES ESTATES BEING PART OF THE SOUTH EAST ¼ OF SECTION 23 IN TOWNSHIP 39 NORTH, RANGE 10 AND ALSO LOT 5 IN MAPLE CREEK, A RESUBDIVISION OF LOT 14 IN KAMMES ESTATES, BEING PART OF THE SOUTH EAST ¼ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF HARRISON'S BIRCHBROOK RESUBDIVISION RECORDED JUNE 8, 1981 AS DOCUMENT R81-29674 IN DUPAGE, ILLINOIS
P.I.N.: 05-23-412-029 (Address upon annexation: 329 Birchbrook Court); and

1S633 Birchbrook Court: LOT 15 IN HARRISON'S BIRCHBROOK SUBDIVISION, A RESUBDIVISION OF LOT 15 IN KAMMES ESTATES BEING PART OF THE SOUTH EAST ¼ OF SECTION 23 IN TOWNSHIP 39 NORTH, RANGE 10 AND ALSO LOT 5 IN MAPLE CREEK, A RESUBDIVISION OF LOT 14 IN KAMMES ESTATES, BEING PART OF THE SOUTH EAST ¼ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF HARRISON'S BIRCHBROOK RESUBDIVISION RECORDED JUNE 8, 1981 AS DOCUMENT R81-29674 IN DUPAGE, ILLINOIS.

P.I.N.: 05-23-412-030 (Address upon annexation: 321 Birchbrook Court); and

1S623 Birchbrook Court: LOT 16 IN HARRISON'S BIRCHBROOK SUBDIVISION, A RESUBDIVISION OF LOT 15 IN KAMMES ESTATES BEING PART OF THE SOUTH EAST ¼ OF SECTION 23 IN TOWNSHIP 39 NORTH, RANGE 10 AND ALSO LOT 5 IN MAPLE CREEK, A RESUBDIVISION OF LOT 14 IN KAMMES ESTATES, BEING PART OF THE SOUTH EAST ¼ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF HARRISON'S BIRCHBROOK RESUBDIVISION RECORDED JUNE 8, 1981 AS DOCUMENT R81-29674 IN DUPAGE, ILLINOIS.

P.I.N.: 05-23-412-031 (Address upon annexation: 313 Birchbrook Court); and

1S611 Birchbrook Court: LOT 17 IN HARRISON'S BIRCHBROOK SUBDIVISION, A RESUBDIVISION OF LOT 15 IN KAMMES ESTATES BEING PART OF THE SOUTH EAST ¼ OF SECTION 23 IN TOWNSHIP 39 NORTH, RANGE 10 AND ALSO LOT 5 IN MAPLE CREEK, A RESUBDIVISION OF LOT 14 IN KAMMES ESTATES, BEING PART OF THE SOUTH EAST ¼ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF HARRISON'S BIRCHBROOK RESUBDIVISION RECORDED JUNE 8, 1981 AS DOCUMENT R81-29674 IN DUPAGE, ILLINOIS.

P.I.N.: 05-23-412-032 (Address upon annexation: 305 Birchbrook Court); and

Whereas, the record titleholders of each of the 29 properties have indicated that they are ready, willing, and able to enter into the Annexation Agreement, attached hereto as Exhibits "A" through "CC" and to bind themselves and their successors in interest to the terms of said Annexation Agreements; and

Whereas, the Village has issued, delivered and published all statutorily required notices regarding the consideration of the proposed annexation agreements; and

Whereas, in accordance with all statutorily required notices, on January 25, 2010, the Village Board conducted a public hearing on the proposed Annexation Agreements; and

Whereas, after due investigation and consideration and pursuant to the aforesaid public hearing, the President and Board of Trustees deem it in the best interest of the Village of Glen Ellyn to enter into the Annexation Agreements, attached hereto as Exhibits "A" through "CC".

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

Section One: The foregoing recitals and the preambles in the Annexation Agreement attached hereto as Exhibits "A" through "CC" shall be, and are hereby, incorporated into and made a part of this Ordinance as if fully set forth in this Section One.

Section Two: The Village President and Village Clerk are hereby authorized and directed to execute and attest the Annexation Agreements for 29 properties located on Marston Avenue west of Route 53, Bemis Road between Route 53 and Danby Drive, and Birchbrook Court Subdivision located south of Marston Avenue and west of Route 53, attached hereto as Exhibits "A" through "CC" on behalf of the Village of Glen Ellyn.

Section Three: The Village Clerk is hereby authorized and directed to cause said Annexation Agreements to be recorded with the Recorder of Deeds of DuPage County, upon the proper execution of the same on behalf of all of the parties, together with a certified copy of this Ordinance approving the execution of the Annexation Agreements on behalf of the Village of Glen Ellyn.

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

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

Ayes:

Nays:

Absent:

Abstentions:

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

Village President of the
Village of Glen Ellyn, Illinois

Attest:

Village Clerk of the
Village of Glen Ellyn, Illinois

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

X:\Plandev\PLANNING\ANNEXATIONS\Marston Ave. Annexation Renewals\Ordinance Approving AAs.doc

MEMORANDUM

A-8

TO: Steve Jones, Village Manager

FROM: Staci Hulseberg, Planning and Development Director
Michele Stegall, Village Planner *MMS* *SH*

DATE: January 11, 2010

FOR: January 25, 2010 Village Board Meeting

RE: Glenbard South Annexation Agreement

Background. Since 2005, the Village has been in discussions with School District 87 about the potential annexation of a portion of Glenbard South's property located along Park Boulevard. Annexation of this property would create contiguity with other properties located at the northwest corner of Park Boulevard and Butterfield Road that have existing annexation agreements with the Village. These properties include the Church of God at 2S678 Park Boulevard, the Arden Court Alzheimer Care facility on Butterfield Road and Dr. O'Carroll's medical office also located on Butterfield Road. Annexation of these properties would generate additional property tax revenue for the Village and further the Village's strategic action goal of "pursuing eventual Village boundaries".

After numerous discussions between the Village and School District 87 consensus was reached on the terms of an annexation agreement. The agreement was approved and executed by the School District in late 2009 and is ready for consideration by the Village Board. The agreement calls for the future annexation of a 300-foot wide strip of Glenbard South's property located along the west side of Park Boulevard (see attached map). The remainder of Glenbard South's property is not subject to the agreement. At this time, the Village Board is only being asked to consider the proposed annexation agreement. The annexation of the property will be scheduled for a future Village Board agenda.

Issues. Among other things, the proposed annexation agreement provides for the following:

1. The agreement requires the School District to submit an annexation petition within 30 days of receiving a written request from the Village.
2. As permitted by state statute, the annexation agreement has a term of 20 years. However, the term is to be automatically extended an additional 20 years following the actual annexation of the property.
3. The annexation agreement calls for future R1 Residential district zoning of the property. This is the same zoning category in place on Park Boulevard directly north of and adjacent to the site.
4. Only a small portion of Glenbard South's property would be subject to the agreement. Therefore, following annexation a large majority of the School's property will continue to be located in unincorporated DuPage County. The Village, therefore, agrees to waive its zoning and subdivision authority over the annexed land provided that the site continues to be used as a high school and any new use complies with the DuPage County zoning and subdivision Ordinances. This will allow the entire school property to be subject to the same

governmental jurisdiction's rules and regulations. The Village does however, reserve the right to review and approve the construction of any public improvements which would become the maintenance responsibility of the Village. The Village also agrees to relinquish its signage authority to the County.

5. The agreement allows Glenbard South to continue to use the Village's water and sanitary sewer services. The School District will continue to pay non-resident rates for utilities.
6. The Village agrees not to involuntarily annex the remaining portion of the School's property during the term of the agreement.
7. The Village agrees to pay the School a total of \$20,000 in two equal payments of \$10,000 each. The first payment is to be made within 30 days of executing the annexation agreement and the remaining \$10,000 is to be paid within 30 days of recording a Plat of Annexation for the property.

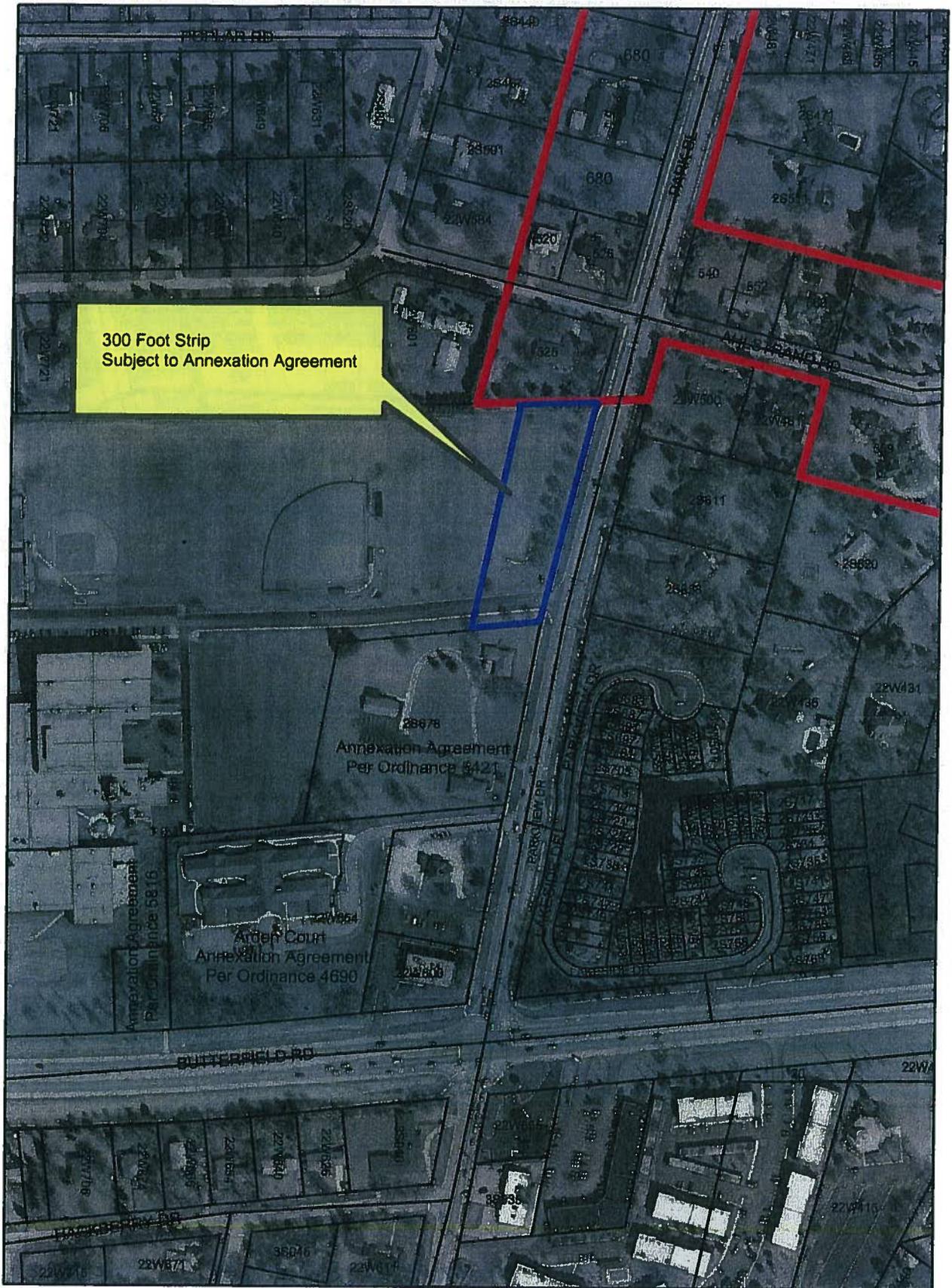
Action Requested. The Village Board is requested to conduct a public hearing and act on the proposed annexation agreement. Staff has prepared an Ordinance approving the annexation agreement for consideration at the January 25, 2010 Village Board meeting. The Village attorney has advised against acting on the annexation of the property at this time as it would compel the Village to annex the Church of God property and the Village has more control over the eventual development of the Church of God property if the annexation of this site occurs simultaneously with any development.

Attachments.

- Aerial Photo
- Location Map for Public Hearing Notice
- Public Hearing Notice
- Ordinance Approving Annexation Agreement
- Annexation Agreement

cc: Phil Norton, Police Chief
Joe Carracci, Public Works Director
Glen Ellyn Plan Commission
Superintendent Michael Meissen
Attorney Brian Crowley, School District 87

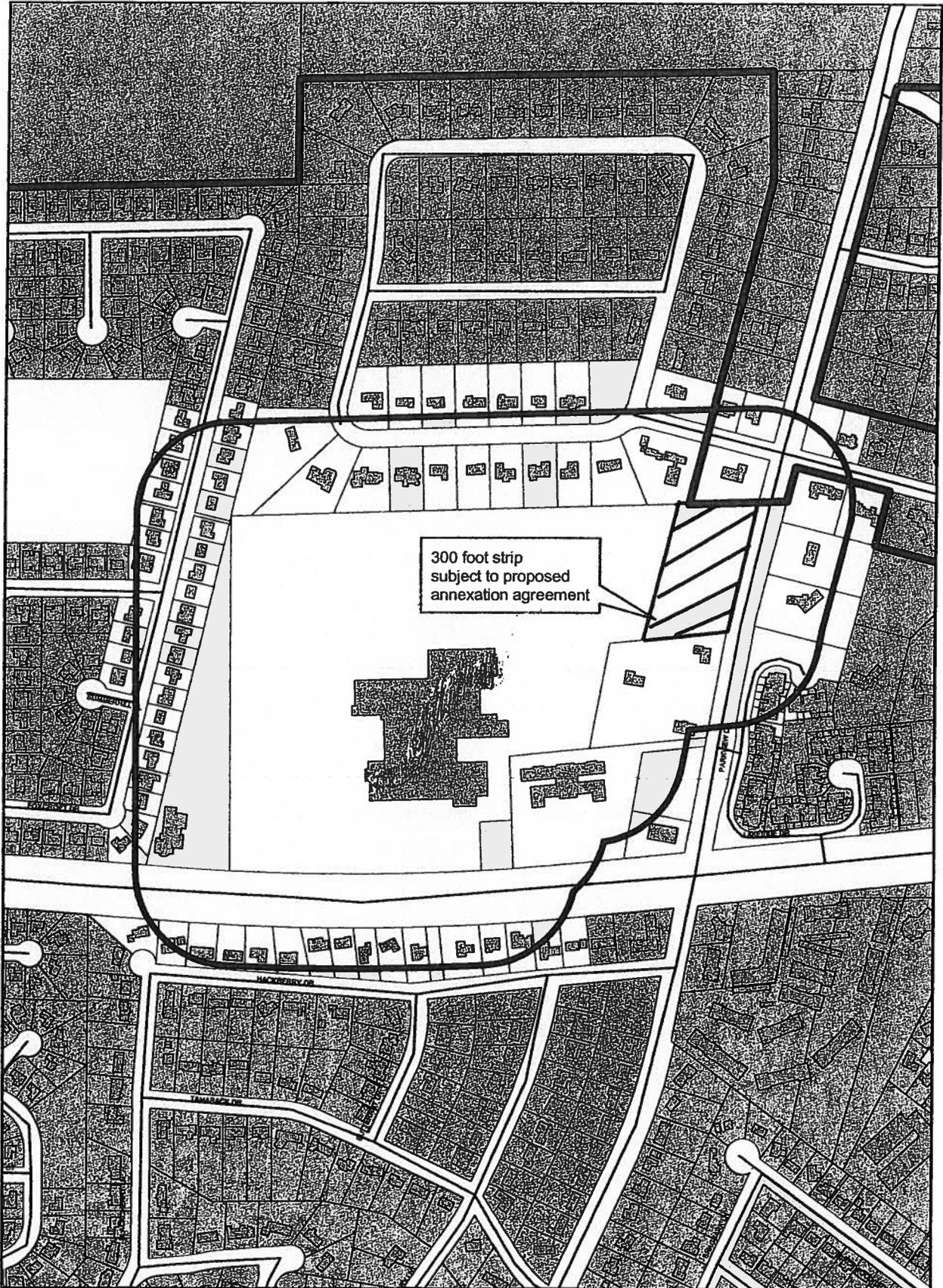
Glenbard South High School 23W200 Butterfield Road



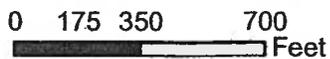
Prepared By: Michele Stegall
Date Prepared: January 11, 2010



23W200 Butterfield Road
Glenbard South High School



Prepared By: Michele Stegall
Date Printed: January 4, 2010



**NOTICE OF PUBLIC HEARING
REGARDING AN ANNEXATION AGREEMENT
WITH THE VILLAGE OF GLEN ELLYN**

In accordance with the Illinois Municipal Code, 65 ILCS 5/11-15.1-3 on **Monday, January 25, 2010 at 8:00 p.m.**, the Glen Ellyn Village Board will conduct a public hearing to consider an annexation agreement with School District 87 for property commonly known as 23W200 Butterfield Road. The proposed annexation agreement is for a 300 foot wide strip of Glenbard South High School's property located on the west side of Park Boulevard between Ahlstrand Road and Butterfield Road. The property is located in unincorporated DuPage County and is zoned R3 Single-Family Residence district. The 300 foot wide strip of land being considered for an annexation agreement is contiguous to the Village limits and is legally described as follows:

THE EASTERLY 300.0 FEET OF LOT 1, AS MEASURED AT RIGHT ANGLES TO THE EASTERLY LINE OF SAID LOT 1, OF A.T. MCINTOSH & CO'S. PARK BOULEVARD ASSESSMENT PLAT, BEING PART OF IN THE SOUTHWEST QUARTER OF SECTION 26 AND PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 39 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 17, 1960 AS DOCUMENT 955957, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N: 05-26-306-001

All persons in the Village of Glen Ellyn who are interested are invited to attend the public hearing to listen and be heard. A copy of the proposed annexation agreement is available for public review in the Planning and Development Department of the Civic Center, 535 Duane Street, Glen Ellyn, Illinois. Questions related to the proposed annexation agreement should be directed to Staci Hulseberg, Planning and Development Director. The Village Board may act on the proposed annexation agreement this same night following the public hearing.

Individuals with disabilities who plan to attend the hearing and who require certain accommodations in order to allow them to observe and participate, or who have questions regarding the accessibility of the meeting or facilities, are requested to contact the Village at least 24 hours in advance of the meeting.

Michele Stegall, Village Planner
Village of Glen Ellyn

Publication Date: January 7, 2010

X:\Plandev\PLANNING\ANNEXATIONS\Butterfield Rd 22W320 Voluntary, Glenbard South\Public Notice.doc

January 8, 2010

Mr. Fred Bucholz
DuPage County Recorder's Office
421 N. County Farm Road
Wheaton, IL 60187

AFFIDAVIT OF SERVICE OF NOTICE

Pursuant to the Illinois Municipal Code, the undersigned, being first duly sworn on oath, deposes and states that a true and correct copy of the NOTICE OF PUBLIC HEARING REGARDING AN ANNEXATION AGREEMENT WITH THE VILLAGE OF GLEN ELLYN for property located at:

Common Address
23W200 Butterfield Road

P.I.N.
05-26-306-001

Glen Ellyn, IL, was served upon the parties identified on the attached service list by depositing same in the United States mail at 535 Duane Street, Glen Ellyn, Illinois, 60137, on _____, with property postage fully prepaid. If you have any questions, please contact Michele Stegall, Village Planner at 630-547-5249.

Affiant

A map depicting the property under consideration for an Annexation Agreement with the Village of Glen Ellyn is attached.

SUBSCRIBED and SWORN to
Before me this _____ day of
_____ 20 _____

Notary Public

Attachments: Service List
Public Hearing Notice
Map of Area

X:\Plandev\PLANNING\ANNEXATIONS\Butterfield Rd 22W320 Voluntary, Glenbard South\Public Notice.doc

SERVICE LIST

The following were recipients of the "NOTICE OF PUBLIC HEARING REGARDING AN ANNEXATION AGREEMENT " (with map) under consideration by the Village of Glen Ellyn on Monday, January 25, 2010 and published on January 7, 2010 for property located at:

Common Address

23W200 Butterfield Road

P.I.N.

05-26-306-001

Property Owners

Steve Jones, Village Manager, 535 Duane St., Glen Ellyn, IL, 60137

Stewart Diamond, Attorney, Ancel, Glink, Diamond, Bush, DiCianni & Rolek, P.C., 140 S. Dearborn St., 6th Floor, Chicago, IL, 60603

A. W. McGurr, Village Consulting Engineer, 951 W. Liberty Dr., Wheaton, IL, 60187

Andrea Draths, Village of Glen Ellyn Clerk, 535 Duane St., Glen Ellyn, IL, 60137

Directors of Village of Glen Ellyn Departments, 535 Duane Street, Glen Ellyn, IL 60137

Trustees-Individually, Milton Township, 1492 N. Main St., Wheaton, IL, 60187: James Flickinger, Sal Falbo, Leonard Sanchez and Robert Larsen; Township Supervisor-Chris Heidorn; Township Clerk-A. Arlene DeMotte

Milton Township Highway Commissioner, 23W949 Poss St., Glen Ellyn, IL, 60137

Fred Bucholz, DuPage County Recorder, 421 N. County Farm Road, Wheaton, IL, 60187

Gary King, DuPage County Clerk, 505 N. County Farm Road, Wheaton, IL 60187

Village of Glen Ellyn

Ordinance No. _____

**An Ordinance Approving an Annexation Agreement with School District 87 for a
300 foot wide strip of Glenbard South High School's property located at 23W200
Butterfield Road, Glen Ellyn, IL 60137**

**Adopted by the
President and Board of Trustees of the
Village of Glen Ellyn,
DuPage County, Illinois
This ____ Day of _____, 2010**

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 _____, 2010

Ordinance No. _____

An Ordinance Approving an Annexation Agreement with School District 87 for a 300 foot wide strip of Glenbard South High School's property located at 23W200 Butterfield Road, Glen Ellyn, IL 60137

Whereas, School District 87, owner of Glenbard South High School located generally northwest of the Park Boulevard and Butterfield Road intersection on property commonly known as 23W200 Butterfield Road has agreed to enter into an annexation agreement with the Village of Glen Ellyn for a 300 foot wide strip of land located on the west side of Park Boulevard between Ahlstrand Road and Butterfield Road; and

Whereas, the subject property is not located within the corporate limits of any municipality, is contiguous to the corporate limits of the Village of Glen Ellyn and is legally described as follows:

THE EASTERLY 300.0 FEET OF LOT 1, AS MEASURED AT RIGHT ANGLES TO THE EASTERLY LINE OF SAID LOT 1, OF A.T. MCINTOSH & CO'S. PARK BOULEVARD ASSESSMENT PLAT, BEING PART OF IN THE SOUTHWEST QUARTER OF SECTION 26 AND PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 39 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 17, 1960 AS DOCUMENT 955957, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N: 05-26-306-001; and

Whereas, the Annexation Agreement, attached hereto as *Exhibit "A"* was approved by School District 87 at their meeting on December 14, 2009 and the School District has agreed to bind themselves and their successors in interest to the terms of said Annexation Agreement; and

Whereas, the Village has issued, delivered and published all statutorily required notices regarding the consideration of the proposed annexation agreement; and

Whereas, in accordance with all statutorily required notices, on January 25, 2010, the Village Board conducted a public hearing on the proposed Annexation Agreement; and

Whereas, after due investigation and consideration and pursuant to the aforesaid public hearing, the President and Board of Trustees deem it in the best interest of the Village of Glen Ellyn to enter into the Annexation Agreement, attached hereto as *Exhibit "A"*.

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

Section One: The foregoing recitals and the preambles in the Annexation Agreement attached hereto as *Exhibit "A"* shall be, and are hereby, incorporated into and made a part of this Ordinance as if fully set forth in this Section One.

Section Two: The Village President and Village Clerk are hereby authorized and directed to execute and attest the Annexation Agreement for Glenbard South High School located at 23W200 Butterfield Road, attached hereto as *Exhibit "A"* on behalf of the Village of Glen Ellyn.

Section Three: The Village Clerk is hereby authorized and directed to cause said Annexation Agreement to be recorded with the Recorder of Deeds of DuPage County, upon the proper execution of the same on behalf of all of the parties, together with a certified copy of this Ordinance approving the execution of the Annexation Agreement on behalf of the Village of Glen Ellyn.

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

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

Ayes:

Nays:

Absent:

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

Village President of the
Village of Glen Ellyn, Illinois

Attest:

Village Clerk of the
Village of Glen Ellyn, Illinois

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

X:\Plandev\PLANNING\ANNEXATIONS\Butterfield Rd 22W320 Voluntary, Glenbard South\Ordinance Approving AA.doc

GLENBARD SOUTH CORRIDOR
ANNEXATION AGREEMENT

THIS AGREEMENT ("Annexation Agreement") is entered into this ____ day of _____, 2009 by the Board of Education of Glenbard Township High School District #87, DuPage County, Illinois, ("School District") and the Village of Glen Ellyn ("Village").

WHEREAS, the School District is the owner of record of certain real estate, described as follows:

The easterly 300.0 feet of Lot 1, as measured at right angles to the easterly line of said Lot 1, of A.T. McIntosh & Co's. Park Boulevard Assessment Plat, being part of in the Southwest Quarter of Section 26 and part of the Southeast Quarter of Section 27, township 39 North range 10 East of the Third Principal Meridian, according to the plat thereof recorded February 17, 1960 as Document 955957, all in DuPage County, Illinois.

(the "Subject Property"); and

WHEREAS, the Subject Property is a part of the School District's Glenbard South High School Site (the "High School Site") depicted in the attached Exhibit A; and

WHEREAS, the Subject Property is a corridor of 300 feet in width and is intended to allow the Village to annex additional land by extending the jurisdiction of the Village; and

WHEREAS, the parties hereto desire that the Subject Property be annexed to the Village on the terms and under the conditions hereafter set forth; and

WHEREAS, the Village Board has determined that the annexation of the Subject Property would further the orderly growth of the Village and promote the general welfare of the Village.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms and conditions herein set forth, the School District and the Village agree as follows:

1. INCORPORATION OF RECITALS. The provisions of the Recitals hereinabove set forth are hereby restated and incorporated herein by reference.

EXECUTION COPY

2. AUTHORITY. This Agreement is made pursuant to and in accordance with the provisions of Section 65 ILCS 5/11-15.1-1 of the Illinois Municipal Code (Illinois Compiled Statutes) and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

3. ANNEXATION. The School District shall, within 30 days after receiving a written request from the Village to do so, file with the Village Clerk a duly executed petition to annex the Subject Property which constitutes territory contiguous to the Village and pursuant to and in accordance with the provisions of 65 ILCS 65-5/7-1-1, the Village may, during the term of this Annexation Agreement, annex the Subject Property.

4. ZONING AND CURRENT USE OF THE PROPERTY. Upon annexation, the Subject Property will be automatically zoned R-1 in accordance with the ordinances of the Village. Without regard to the automatic zoning category granted to the Subject Property, the Village will not, for the life of this Agreement, exercise rights under its Zoning Ordinance on the Subject Property or the remaining portion of the High School Site to require zoning approval or amendment for any change of zoning so long as (i) the use of the Subject Property and the remaining portion of the High School Site remain as a secondary high school, or (ii) a proposed new use for the Subject Property and/or the remaining portion of the High School Site would comply with the ordinances of DuPage County to the extent such ordinances, from time-to-time in effect, are applicable to the School District. Nor shall the provisions of the Village Subdivision Code apply to either the Subject Property or the remaining portion of the High School Site except with regard to the construction of improvements, which would become or are the maintenance responsibility of the Village, or with regards to the issues relating to drainage, to the extent the subdivision Ordinances of the Village, from time-to-time in effect, are applicable to the Subject Property or the remaining portion of the High School Site. The Sign Code of DuPage County shall govern the Subject Property and the High School Site to the extent such ordinance, from time-to-time in effect, is applicable to the School District.

5. INVOLUNTARY ANNEXATION. During the term of this Annexation Agreement, the Village will not exercise and will forego any powers it would have with regards to the involuntary annexation of any portion of the remaining portion of the High School Site, unless approved in writing by the School District.

EXECUTION COPY

6. CONDEMNATION. During the term of this Annexation Agreement, the Village will not exercise and will forego any powers it would have with regards to condemnation of the Subject Property or any portion of the remaining portion of the High School Site, unless the School District consents.

7. UTILITY TAXES. During the term of this Annexation Agreement, any municipal utility tax in effect shall not be applicable within the Subject Property. For the purpose of clarification, all other portions of the High School Site, which will remain unincorporated territory for the term of this Annexation Agreement, unless otherwise consented to by the School District, shall also be exempt from municipal utility taxes.

8. PAYMENT TO THE SCHOOL DISTRICT. The Village's annexation of the Subject Property will allow the Village to extend its boundaries in a manner to permit it to lawfully annex additional territory, and the Village will gain real estate tax revenues from the additional annexed territory. In consideration of the opportunity to receive the additional revenue, the Village will pay to the School District a payment totaling \$20,000.00; \$10,000 of which the Village shall pay to the School District within thirty (30) days after the execution of this Agreement and the remaining \$10,000 of which the Village shall pay to the School District within thirty (30) days after the recording of a Plat of Annexation related to the Subject Property.

9. WATER AND SEWER SERVICE. The Village shall continue to provide water and sewer service to the Subject Property and the remaining portion of the High School Site at least for the duration of this Agreement at rates for water service at 150% and for sewer service at 105% of the rates charged to users within the boundaries of the Village.

10. WARRANTY. The Corporate Authorities of the Village and the School District warrant that they have the authority to enter into this Agreement. The Corporate Authorities of the Village further warrant that they will perform all their obligations hereunder and will cause the Annexation Agreement to be recorded at its expense.

11. BINDING EFFECT/TERM/DISCONNECTION. This Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the School District, and upon any successor Corporate Authorities of the Village and successor municipalities for a period of twenty (20) years from the date of execution hereof. Upon the recording of a Plat of Annexation related to the Subject Property, the parties agree that

EXECUTION COPY

the terms of this Annexation Agreement shall be extended for an additional twenty (20) years beyond the initial twenty (20) year term of this Agreement, unless a court of competent jurisdiction after the exhaustion of all appeals holds that such an extension is not permitted by law. A public hearing before the corporate authorities of the Village shall not be required to effectuate an extension of this Annexation Agreement.

In the event that the annexation or zoning of the Subject Property shall or might be held invalid as a result of any curable technical defect in the manner of the annexation or zoning, the parties, at no expense to the School District, shall promptly take all actions necessary to cure such defects, including, without limitation, the giving of such notices, the holding of such public hearings and the adoption of such ordinances and resolutions as may be necessary to further the spirit and intent of this Agreement.

In the event that any provision of this Annexation Agreement is rendered invalid by legislation or court order, the Village and the School District, at the request of either party, shall enter into good faith negotiations to seek to cause the fulfillment of the provision which has been invalidated in some lawful manner which may give to the parties the benefits and obligations previously bargained for.

This Agreement may be enforced by the Village or the School District in any manner provided by law or by contract.

During the term of this Annexation Agreement, and any extensions thereof, the School District shall not file a petition or take any other action seeking the disconnection of any portion of the Subject Property from the Village, unless agreed to in writing by the Village.

12. NUMBERS AND PARAGRAPH HEADINGS. All numbers and paragraph headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any clause or paragraph.

13. SEVERABILITY. In the event that any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, such finding of invalidity as to that portion shall not affect the validity or enforceability of the balance of this Agreement.

14. NOTICES. All notices, requests, demands and other matters required to be given or which may be given hereunder shall be in writing and shall be deemed given when delivered

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in person or when deposited in the United States mail, registered or certified, postage prepaid, addressed to the main office or to the Clerk of the Village, if to the Village of Glen Ellyn, with a copy to Stewart Diamond, 140 South Dearborn Street, Suite 600, Chicago, Illinois 60603 and to Glenbard Township High School District Number 87, 596 Crescent Boulevard, Glen Ellyn, Illinois 60137, attn: Superintendent, with a copy to Todd Faulkner, Franczek Radelet, 300 South Wacker Drive, Suite 3400, Chicago, Illinois 60606.

VILLAGE OF GLEN ELLYN

SCHOOL DISTRICT #87,

Village President



School Board President

ATTEST:

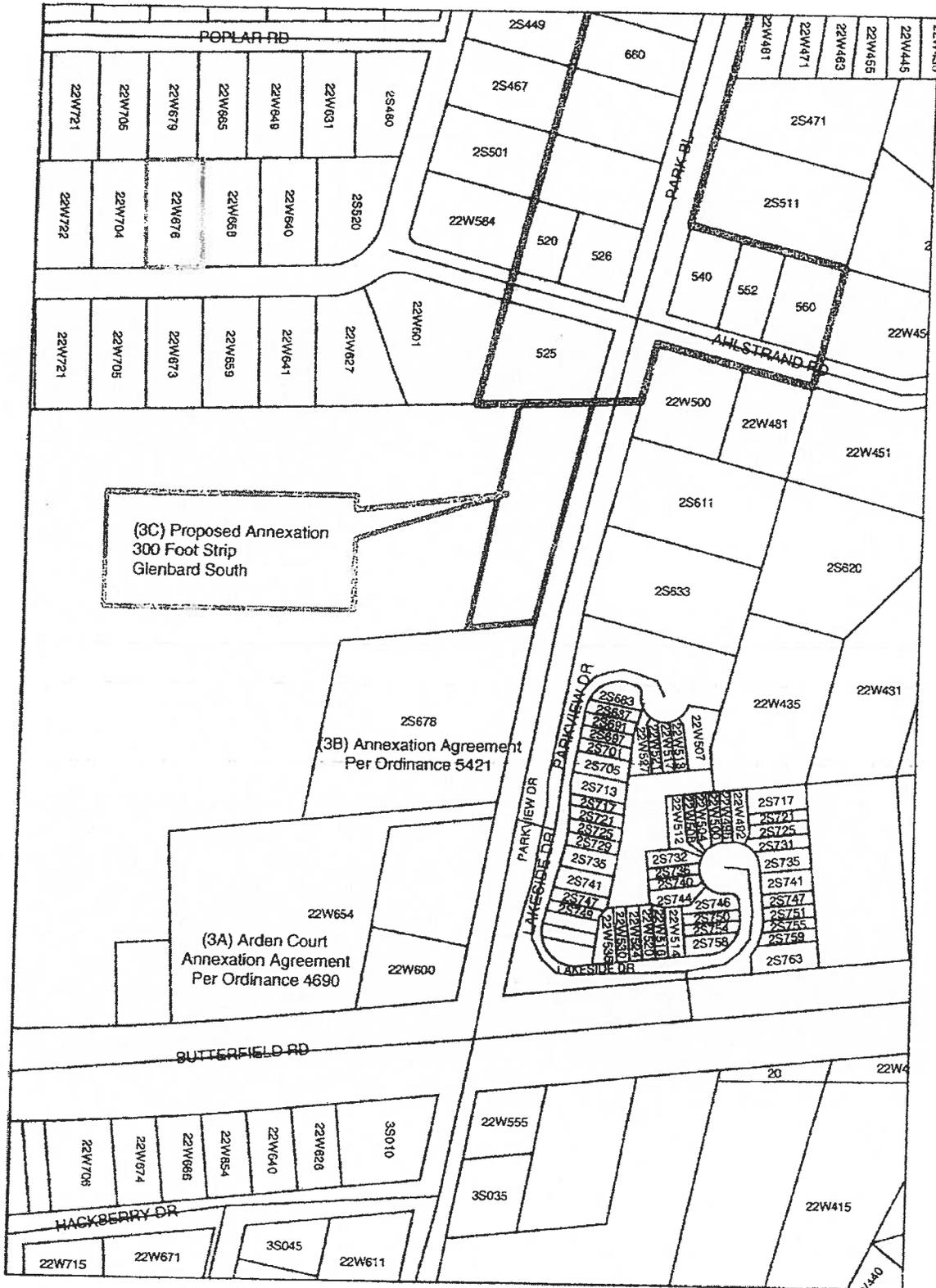
Village Clerk

ATTEST:


School Board Secretary

Exhibit A
High School Site

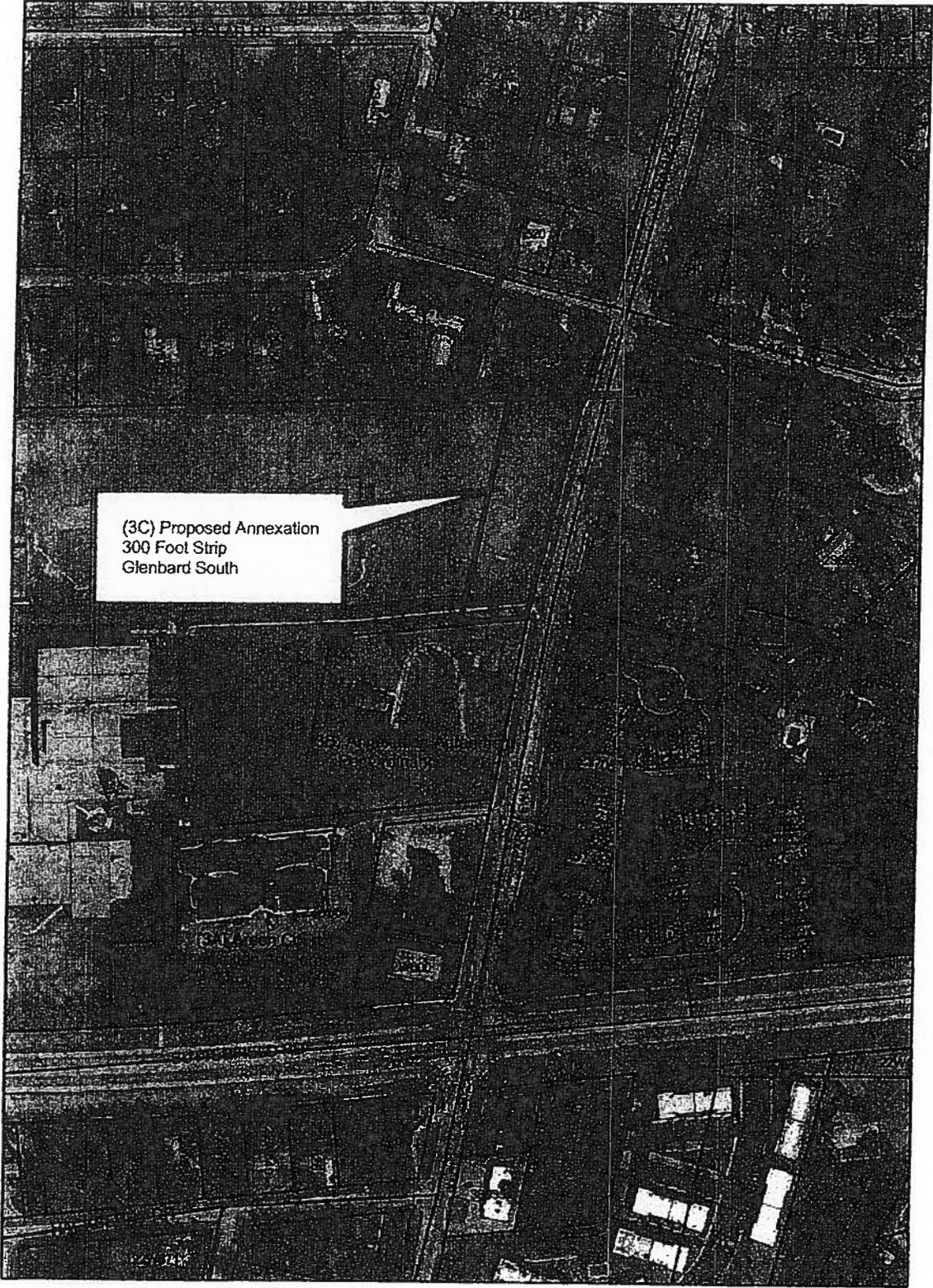
Possible Annexation #3



Prepared By: Michele Stegall
 Date Printed: December 27, 2005



Possible Annexation #3



Prepared By: Michele Stegall
Date Printed: November 17, 2009



A-9

AGREEMENT

Between

VILLAGE OF GLEN ELLYN, ILLINOIS

And

FRATERNAL ORDER OF POLICE LODGE #202

FRATERNAL ORDER OF POLICE LABOR COUNCIL

.....
**November 1, 2009
Through October 31, 2012**

THIS AGREEMENT entered into by and between the Village of Glen Ellyn, Illinois, an Illinois municipal corporation, (hereinafter referred to as the "VILLAGE") and the Illinois Fraternal Order of Police Labor Council/Glen Ellyn Lodge #202, (hereinafter the Illinois Fraternal Order of Police Labor Council shall be referred to as the "LABOR COUNCIL" and Glen Ellyn Lodge #202 shall be referred to as the "LODGE").

WHEREAS, On March 27, 1987, a secret ballot election was conducted by the Illinois State Labor Relations Board to determine whether police officers, of the rank of patrolman, wished to be represented by the Illinois Fraternal Order of Police Labor Council or have no representation, for the purpose of collective bargaining; and

WHEREAS, in the said election a majority of the eligible police officers, of the rank of patrolman, voted to be represented by the Illinois Fraternal Order of Police Labor Council; and

WHEREAS, the Village accepts collective bargaining as a fair and orderly way of conducting its relationship with the police officers, of the rank of patrolman, insofar as collective bargaining does not impair the Village's right to operate the Village police department effectively, in a responsible and efficient manner; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their full and entire Agreement covering rates of pay and wages, hours of employment, and other conditions of employment; to hopefully increase the efficiency and productivity of patrolman in the Glen Ellyn Police Department; and to provide for prompt and fair settlement of grievances concerning the administration of the Agreement without interruption or interference with the operation of the Police Department; and

WHEREAS, this Agreement has been negotiated pursuant to the requirements of the Illinois Public Labor Relations Act and it is agreed and understood that matters reserved to the Glen Ellyn Board of Fire and Police Commission are not in any way adversely affected by this Agreement; and

WHEREAS, this Agreement has been negotiated pursuant to the requirements of the Illinois Public labor Relations Act and it is agreed and understood that matters reserved to the Glen Ellyn Board of Fire and Police Commission are not in any way adversely affected by this Agreement, except that all discipline of employees under this Agreement is no longer subject to the Village's Board of Fire and Police Commissioners but is instead subject to Section 5, Grievance Procedure, as herein established.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do hereby mutually covenant and agree as follows:

SECTION 1

DEFINITIONS

- 1.1 Business Day – A calendar day exclusive of Saturday, Sundays, or holidays.
- 1.2 Department – The Glen Ellyn Police Department.
- 1.3 Council- The Fraternal Order of Police Lodge #202/ Illinois Fraternal Order of Police Labor Council.
- 1.4 Employee – All full-time peace officers, of the rank of Patrolman who are recorded on the payroll of the Village of Glen Ellyn.
- 1.5 Gender – Any reference to the pronouns “he”, “his”, or “him” shall mean a person of either sex.
- 1.6 Grievance – A dispute or difference of opinion raised by an employee or the Union involving an alleged violation, misapplication or interpretation of an express provision of this Agreement, including, but not limited to, disputes over discipline imposed by the Chief or his designee as provided in Section 23.9 of this Agreement..
- 1.7 Normal Work Day – A normal workday is a sub-unit of the work period and is of eight (8) hours duration or ten (10) hours or twelve (12) hours.
- 1.8 Regular Employee – A full time peace officer, of the rank of Patrolman, who has completed the requirements of the probationary period.
- 1.9 Village – The Village of Glen Ellyn, a municipal corporation in the State of Illinois.

SECTION 2

RECOGNITION AND REPRESENTATION

2.1 Recognition

The Village of Glen Ellyn (hereinafter referred to as the "Village" or "Employer") recognizes the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Council" or "Union") as the sole and exclusive bargaining representative for all full-time peace officers, of the rank of Patrolman, (hereinafter referred to as "employees"). Excluded as supervisory employees are all sworn peace officers of the rank of Sergeant and above; also excluded are all confidential, managerial and part-time personnel, as defined by the Illinois Public Labor Relations Act, as amended and all non-peace officers of the Department and Village.

2.2 Notices to the Village And Council

Notices required to be given under this Agreement shall be deemed to have been adequately given if served by certified mail, return receipt requested, upon the persons named below at the address indicated:

NOTICE TO THE COUNCIL SHALL BE ADDRESSED TO:

Illinois Fraternal Order of Police Labor Council
5600 South Wolf Road
Western Springs, IL 60558-2265

And

Fraternal Order of Police Lodge #202
P.O. Box 2893
Glen Ellyn, IL 60138

NOTICE TO THE VILLAGE SHALL BE ADDRESSED TO:

Chief of Police
Glen Ellyn Police Department
535 Duane Street
Glen Ellyn, IL 60137

SECTION 3

DUES CHECKOFF

3.1 Dues Checkoff

During the term of this Agreement, the Village will deduct from each employee's pay check, once each pay period, the uniform Labor Council dues for each employee in the bargaining unit who has filed with the Village a voluntary, effective checkoff authorization on a form agreed upon by the Village and Council.

3.2 Dues Amount

The annual dues amount, as determined by the Council, shall be divided into twenty-six (26) equal deductions and shall be uniform in nature for each employee in order to ease the Village's burden of administering this provision.

3.3 Payment of Dues

The Village shall remit dues deduction payments, monthly, to the Labor Council at the address of Illinois Fraternal Order of Police Labor Council, 974 Clock Tower Drive, Springfield, IL 62704. If an employee has no earnings or insufficient earnings for a pay period to cover the amount of the dues deduction, the Council shall be responsible for collection of the dues owed.

3.4 Refund of Dues

The Council agrees to refund to an employee any amounts paid to the Council improperly or in error, as a result the provisions of this Section, and to notify the Village of such refund.

3.5 Change of Dues Amount

The Council shall advise the Village of any change in the amount of the dues deduction, in writing, thirty (30) days prior to the effective date of such change. Such notice shall be sent to the Village, at the address designated by it. The change of dues deduction will take effect and be reflected in the next full payroll period following the thirtieth day of such notice.

3.6 Maintenance of Dues Payments

An employee who has signed a voluntary dues checkoff authorization and subsequently decides to separate from the collective bargaining aspect of Council activities may make such declaration, in writing, to the Village and the Union at the addresses designated by them. In making such a declaration, the employee shall not be relieved of their financial obligation under the terms of their voluntary dues checkoff authorization. An employee desiring to revoke their due checkoff authorization may do so at any time by providing thirty (30) days advance notice to the Village and the Labor Council at the addresses designated by them, in writing.

3.7 Fair Share

During the term of this Agreement, an employee who is not a member of the Labor Council shall, thirty (30) days after their employment or thirty (30) days after the signing date of this Agreement whichever is later, pay a fair share fee to the Labor Council as their exclusive representative under the terms of this Agreement, provided that the fair share fee shall not exceed the dues attributable to being a member of the Labor Council. Such fair share fee shall be deducted by the Village from the employee's pay check and forwarded to the Labor Council as provided in subsections 3.1, 3.2, and 3.3 of this Section of the Agreement. The Labor Council shall, from time to time, submit a list of employees covered by this Agreement who are not members of the Labor Council to the Village along with an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The Labor Council agrees to assume full responsibility to insure compliance with the requirement dictated by the United States Supreme Court in *Chicago Teachers Union v. Hudson*, 106 U.S. 1066 (1986), with respect to the constitutional rights of employees required to pay fair share fees. Accordingly, the Labor Council agrees to do the following:

1. Give timely notice to employees paying fair share fees of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of these expense by and independent auditor.

2. Advise employees paying fair share fees of expeditious and impartial decision making process whereby employees paying fair share fees can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections by an employee paying fair share fees, to the amount of the fair share fee. Any dispute concerning the amount of the fair share and/or the responsibilities of the Labor Council with respect to an employee paying fair share fees, as set forth above, shall not be subject to the grievance procedure in this Agreement.

3.7.1 Religious Objections

An employee, who is not a member of the Labor Council, who objects to paying a fair share fee based upon his religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Labor Council. If the employee and the Labor Council are unable to reach agreement on the charitable organization, a charitable organization shall be selected by the employee from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to the chosen charitable organization.

3.7.2 Change of Fair Share Amount

The Labor Council shall advise the Village of any change in the amount of the fair share fee, in writing, thirty (30) days prior to the effective date of such change. Such notice shall be sent to the Village, at the address designated by it. The change of the fair share fee deduction will take effect and be reflected in the next full payroll period following the thirtieth day of such notice.

3.8 Council Indemnification

The Council shall indemnify, defend, and hold the Village harmless against any and all claims, demands, law suits, legal costs, or liability of any type, and for all legal costs thereof, which arise from or through reason of action taken or omitted by the Village in complying or attempting to comply with the provisions of this Section.

SECTION 4
MANAGEMENT RIGHTS

4.1 Recognition of Village Rights

The Labor Council recognizes that the Village possesses the sole and exclusive right to operate and direct the employees of the Village of Glen Ellyn and the Glen Ellyn Police Department in all aspects, including, but not limited to, all rights and authority granted by law or exercised by the Village prior to execution of the Agreement, except as specifically limited in this Agreement. These rights include, but are not limited to:

- a) The right to determine the Department's mission, policies, procedures, and to set all standards of service offered in the community;
- b) To plan, direct, control, and determine the operations and services to be conducted or delivered by employees of the Department;
- c) To determine the methods, means, and number of personnel needed to carry out the duties, responsibilities, and mission of the Department;
- d) To establish reasonable work, productivity, and performance standards;
- e) To educate and train employees, and in so doing to determine the subject matter, criteria, and procedure for such training;
- f) To determine standards of conduct both on and off duty to the extent otherwise permitted by Federal or State law;
- g) To select, hire, schedule, assign, and evaluate work of employees;
- h) To promote employees;
- i) To suspend, discipline, or discharge employees for just cause (probationary employees without cause);
- j) To lay off or relieve employees from duty;

- k) To make, publish, and enforce reasonable rule and regulations;
- l) To assign work and work duties, including overtime;
- m) To contract out for goods and services;
- n) To introduce new, improved, or different methods, equipment, and/or facilities;

4.2 Village Rules, Policies and Procedures

The Village of Glen Ellyn's policy and procedures, as well as those of its Police Department, shall not be considered a part of this Agreement. Such policies and procedures shall control unless in conflict with specific provisions of this Agreement.

4.3 Budget of the Village

The President and Board of Trustees of the Village have the sole authority to determine the purpose and mission of the Village and its various Departments, and the amount of budget to be adopted and apportioned thereto.

4.4 Civil Emergency Conditions

In a civil emergency, the Village may take any and all actions as are required to carry out its duties, responsibilities, and mission, the provisions of this Agreement notwithstanding. It is in the sole discretion of the Village President or in his absence the Village President pro-tem, to declare that a civil emergency exists. A civil emergency shall include, but not be limited to, riots, civil disorder, and natural or man-made disaster conditions.

SECTION 5

GRIEVANCE PROCEDURE

5.1 Definition

A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Labor Council involving an alleged violation, misapplication or interpretation of an express provision of this Agreement Including, but not limited to, disputes over discipline imposed by the Chief or his designee as provided in Section 23.9 of this Agreement.

5.2 Procedure – Grievance Against Village

A grievance against the Village shall be processed in the following manner:

- Step 1 An employee, with or without Council, who has a disagreement concerning the interpretation or application of the provisions of this Agreement, or the Council if a Council grievance, shall discuss the complaint orally with their immediate supervisor within five (5) business days of the date of the first occurrence of the alleged violation of this Agreement or of the date the employee or Council could have reasonably known of it. The supervisor shall respond to the employee within five (5) business days.
- Step 2 If the grievance is not resolved in the Step 1 process and the employee wished to file a written grievance, the employee shall contact the appropriate Council official. If the Council determines that it will support the grievance, the Council shall, within five (5) business days of the supervisors' decision, personally deliver such written grievance to the Deputy Chief designated for this purpose by the Village. If the original grievance in Step 1 of the process was brought about by the Council, the same procedure shall apply. The written grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement, which are alleged to have been violated, and the relief requested. The Deputy Chief, or designee, shall provide a written answer to the Labor Council within five (5) business days of the receipt of the written grievance.

- Step 3 If the grievance is not resolved in the Step 2 process and the Council wishes to continue the grievance, it shall, within seven (7) business days of the receipt of the decision of the Deputy Chief, or designee, personally deliver the grievance, in writing, to the Chief of Police. The Chief of Police, or designee, shall respond, in writing, within seven (7) business days of the receipt of the grievance.

5.3 Completion of Assigned Task

It is agreed and understood that any circumstance giving rise to a grievance shall not excuse a member of the bargaining unit from his responsibility to complete an assigned task or duty.

5.4 Time Limit for Filing Grievance

No grievance shall be entertained or processed unless it is submitted at Step 1 (or at Step 3 if the grievance involves the imposition of any discipline of suspension or greater upon a post-probationary employee) within five (5) business days after the occurrence of the event giving rise to the grievance or within five (5) business days after the grievant, though the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. If the grievance is not presented by the grievant within the time limits set forth above, the right to pursue the grievance shall be considered to be waived. If the grievance is not appealed to the next step within the specified time limit, or any agreed extension thereof, it shall be considered settled on the basis of the respondent's last answer. If the respondent does not answer a grievance, or an appeal thereof, within the specified time limit, the grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

5.5 Extension of Time to Respond

Reasonable extensions for additional time may be requested by either party through the grievance process, and agreement to such requests shall not unreasonably be withheld.

5.6 Grievant Compensation

The grievant shall be paid for participation in a Step 3 meeting if the meeting is conducted on the grievant regular working time. No other time spent on grievance matters shall be considered time worked for compensation purposes.

5.7 Arbitration

If the grievance is not settled in Step 3 and the grievant and the Labor Council wishes to appeal the grievance further, the Labor Council may refer the grievance to arbitration limited to the issues raised at Step 2 of the process, except that grievances challenging the imposition of any discipline of suspension or greater upon a post-probationary employee, may be initially filed at Step 3 of the grievance procedure. Such referral to arbitration must be made, in writing, to the respondent within fourteen (14) calendar days of the receipt of the written answer provided to the grievant at Step 3 of the grievance process (or any agreed to extension by the parties). The choosing of an arbiter and the arbitration process shall be as follows:

- a) The parties shall attempt to agree upon an arbiter within five (5) business days after receipt of the referral to arbitration. In the event the parties are unable to agree upon the arbiter, they shall jointly request the Federal Mediation and Conciliation Service to submit a list containing the names of five (5) arbitrators, who may be limited to members of the National Academy of Arbitrators if either party so requests. Each party retains the right to reject one (1) list in its entirety and request that a new list be submitted. Both parties shall have the right to strike two (2) names from the list. The grievant shall be the first to strike two names; the respondent shall then strike two (2) names. The person whose name remains shall be the arbiter.
- b) The arbiter shall be notified of their selection and shall be requested to set a time and a place, within the corporate limit of the Village of Glen Ellyn, for the arbitration hearing, but subject to the availability of the representatives of both parties.
- c) Both parties shall have the right to request the arbiter to require the presence of witnesses and documents. Both parties may exercise the right to retain and be represented by legal counsel.
- d) The arbiter shall submit their decision, in writing, within twenty (20) business days following the close of the arbitration hearing or the submission of briefs by the parties, whichever is later. Such decision shall be final and binding on the Village, the grievant, the Lodge, and the Labor Council, subject to statutory appeal rights.
- e) The Fees and expenses for the arbiter's services and the proceedings shall be borne equally by both parties; provided however that each party shall be responsible for compensating its own representatives and witnesses. If both parties desire a transcript of the proceedings, the costs of such service shall be borne equally. If only one (1) party

desire a transcript of the proceedings, it shall bear the entire cost of such services; if subsequently the other party wishes a copy of the transcript, they will be required to pay one-half (1/2) the cost of the transcription services.

5.8 Limitation on Authority of Arbiter

The arbiter shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provision of this Agreement. The arbiter shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provision of this Agreement. The arbiter shall only be empowered to determine the issue raised by the grievant as submitted in writing in Step 2 of the grievance process, or at Step 3 of the grievance process if the matter involves the imposition of any discipline of suspension or greater upon a post-probationary employee.

The arbiter shall have no authority to make a decision on any issue not so submitted or raised. The arbiter shall be without power to make any decision or award which is contrary to, or in any way inconsistent with, applicable laws, or rules and regulations of Federal or State administrative bodies (other than the Village of Glen Ellyn) that have the force and effect of the law. Further, the arbiter shall not, in any way, limit or interfere with the powers, duties, and responsibilities of the Village under law and applicable court decisions, except to the extent such are specifically limited by express provision of the Agreement.

5.9 Actions of Bargaining Unit Members

No member of the bargaining unit, who is serving as a supervisor in an acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Section.

5.10 Limitation on the Police Chief or Designee or Village to File Charges.

Neither the Police Chief or designee nor the Village or their agents will file charges asking the Glen Ellyn Board of Fire and Police Commissioners to impose or review any discipline on any non-probationary employee covered by this Agreement. Instead, the Police Chief or designee is granted the sole authority to impose discipline upon bargaining unit members as provided in Section 23.9 of this Agreement and subject to the just cause standard for post-probationary employees.

SECTION 6

NO STRIKE

6.1 No Strike Commitment

The Council and the members of the bargaining unit covered by this Agreement recognize and agree that the rendering of police services to the Village and cooperation and support to surrounding police jurisdictions, cannot, under any and all circumstances or conditions be withheld, interrupted, or discontinued, and that to do so will endanger the health, safety, and inhabitants thereof.

6.2 Strike Prohibited

During the term of this Agreement, neither the Council, its officers or agents, nor the employees covered by this Agreement will, for any reason, authorize, institute, aid, condone, or engage in any strike, sympathy strike, or concerted work interruption of any kind, and no employee covered by this Agreement shall refuse to cross any picket line, wherever established.

6.3 No Lockout by Village

The Village agrees not to lockout employees during the term of this Agreement as a result of a labor dispute between the Village and the Labor Council.

6.4 Job Actions Prohibited

During the term of this Agreement, neither the Council, its officers or agents, nor the employees covered by this Agreement will, for any reason, authorize, institute, aid, condone, or engage in any boycott, work slowdown, sit-down, concerted application of unauthorized abnormal or unapproved enforcement procedures or policies, concerted refusal to perform overtime, concerted disobedience to lawful orders of a supervisor, deliberate absenteeism, or picketing of any kind.

6.5 Lodge Notification of Employees

The Council agrees to notify all employees of their obligations and responsibilities under this Section, including their responsibility to remain at work during any interruption which may be initiated or caused by others, and to encourage employees violating 6.2 or 6.3 of this Section to cease such violations.

6.6 Penalty

The Council agrees that the Village has the right to deal with any violation of 6.2 or 6.3 of this Section by imposing discipline, including discharge, suspension without pay, deduction of pay, and/or the withholding of other benefits of any participating employee. Such discipline may include any, some, or all of the employees involved. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. Any disciplinary action taken by the Village for employee activities prohibited by this Section shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure.

6.7 Judicial Restraint

Nothing contained in this Agreement shall preclude the Village from obtaining judicial restraint and damages in the event of a violation of this Section.

SECTION 7

HOURS OF WORK

7.1 Application of Section

This Section is intended to establish employees hours of work. Nothing in this Agreement shall be construed as a guarantee of hours of work per day, per week, or per work period. Nothing contained herein shall be construed as preventing the Village from restructuring the normal workday or work period for the purpose of promoting the efficiency of government operations or from establishing the work schedules of employees if that should be determined appropriate by the Village.

7.2 Normal Work Period

The normal work period for bargaining unit members is twenty-eight (28) days (672 hours) in duration. Work periods begin on Saturday at 7:00 A.M. and end on Saturdays, 28 days later at 6:59 A.M. For purpose of Federal Law, the first work period, for the Glen Ellyn Police Department, began on February 2, 1985 at 7:00 A.M.

7.3 Normal Workday

The normal workday for employees, a sub-unit of the work period, is of eight (8) hours duration, or ten (10) hours or twelve (12) hours *(i.e., power shift as determined by the Chief including a thirty (30) minute paid lunch period and one (1) fifteen (15) minute work break, which may be interrupted or precluded to attend to Department business, at the discretion of a supervisor. A lunch break or work break which is interrupted or precluded shall be resumed or provided later in the same work day if the work load permits, but in no case shall and employee be entitled to extra compensation for any lunch or work break time not taken. No employee taking a work break shall travel more than one-quarter (1/4) mile outside the boundaries of their area of assignment to take their break except to purchase food and to return to their assigned area for lunch. However, an employee may leave the assigned area to go have lunch at the Police Department. No employee shall leave the corporate limits of the Village for purpose of taking a lunch or work break except those members of the bargaining unit who are assigned to court, speaking engagements, or investigations outside the corporate limits of the Village during the time period of their breaks.

*The Village will no longer require covered members to sign each year the Memorandum of Understanding regarding the 12 hour shifts; instead, the Memorandum continues unless mutually changed.

7.4 Work Scheduling

Work schedules showing the shifts, work days, and hours to which employees are initially assigned shall be posted prior to implementation in a conspicuous location within the department, though such schedule may be changed from time to time as circumstances change. A new schedule (s) shall be posted at least every twenty-eight (28) days, showing workdays and shifts for at least the next fifty-six (56) calendar days following the posting of the schedule. The Village shall retain the right in the interest of efficient operations, to establish and implement daily, weekly, or work periods schedules departing from the normal work day, work shift, or work periods stated in this Section. The Village agrees, absent emergency, to notify the Council one (1) week in advance of making any permanent change in normal work day, work week, or work period schedules.

7.5 Changes in Date and Time

Employees whose normal work day extends from one calendar day into another, or who work overtime from one calendar day to another, shall be considered to be working on the calendar day on which they started to work. All changes in time that may be associated with the adjustment to and from daylight savings time shall not alter the normal work shifts and shall be treated as a normal work day.

7.6 Assignment to Investigation Section

Notwithstanding the foregoing, it is recognized that the normal work day of an employee assigned to the Investigation Section will necessarily vary depending on the need of the Department and that, from time to time, it will be necessary to make changes in the employee's normal work day without the need for prior notice to the Union.

SECTION 8

PAYMENT OF OVERTIME

8.1 Application of Section

This Section is intended to define and provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of overtime hours or their availability.

8.2 Authority of the Village

It is recognized by the Labor Council that the Village has the right and responsibility to schedule overtime work as required. An employee may not refuse an overtime assignment; the failure of an employee to report for overtime work as assigned or directed by a supervisor is grounds for disciplinary action.

8.3 Payment of Overtime

Employees shall be paid one and one-half (1 ½) times their regular hourly rate of pay for all hours worked beyond their normal schedule shift, or for all hours worked beyond eighty (80) hours in a fourteen (14) day pay period. Sick time, or unpaid excused absences from work, or absence due to disciplinary reasons will not be considered as hours worked for the purpose of calculating such overtime payments. Vacation leave, holiday time, compensatory time, administrative leave or other paid leaves shall be considered time worked for the purposes of calculating overtime payments. Employees shall be paid for off-duty court appearance time; for all hours spent in extra duty assignments; and for all hours beyond the employee's scheduled workday, resulting from events or activities occurring during the employee's tour of duty at the overtime rate of one and one-half (1 ½) times the employee's regular hourly rate of pay. Employees who would otherwise be off-duty at the time of a court appearance or other mandatory meetings (i.e., staff meetings, FTO meetings, committee meetings or other mandatory Department meetings) as scheduled shall be paid minimum of two (2) hours; off-duty court schedule lunch periods shall not be counted toward hours worked. Court appearances scheduled while an employee is on duty and which extend beyond the employee's scheduled work hours shall be considered as an extension of activities of the work day and shall be compensated as provided above. Any time paid at one and one-half (1 ½) the regular hourly rate shall not be considered as time worked for the purposes of accumulation toward the eighty (80) hours stated above. Any extra duty assignment, for the purposes of this Section, shall be defined as any unscheduled work assignment requiring duties and job skills of a police officer, whether voluntary or required, as directed by the Department but not to include

“extra-ordinary police service” (outside details) as described in Article 22 of this Agreement. Hours determined at the conclusion of the work period to be compensable at the overtime rate of pay shall have an additional one-half (1/2) time applied to them in the pay period following the end of the work period. An employee called back to work after having left at the conclusion of his regularly-scheduled shift, will receive a minimum of one (1) hours of pay at the appropriate overtime rate of pay for the callback, unless the employee is called back rectify their own error. An employee will not be called back for harassment purposes.

8.4 Required Overtime

Any supervisor shall have the right to require overtime work and employees may not refuse overtime assignments. In non-emergency situations, a supervisor, as a general rule, will take reasonable steps to obtain volunteers among those employees present and available for overtime assignments before requiring an employee to work overtime. Seniority will control when two (2) or more equally qualified employees volunteer to perform overtime work. Where it will not adversely affect the work or unduly add to the time of making work assignments, a supervisor will attempt to assign overtime on a reverse seniority basis among employees present and available. Volunteers will not, however, necessarily be selected for work being performed by a specific employee, which is in progress. In addition, the Village maintains the right to select specific employees for special assignments based upon specific skills, talents, abilities, and experience they may possess.

8.5 Compensatory Time

Overtime compensation may be made through the use of compensatory time where the Village and an employee mutually agree. Compensatory time shall be accrued at the same rate as provided in 8.3 of this Section. No employee shall be allowed to accumulate more than thirty-two (32) hours of compensatory time. Compensatory time must be taken in blocks of two (2) hours or more. An employee who resigns or is separated shall, at the discretion of the Chief of Police, either receive payment for any accrued compensatory time, such payment being based on the employee’s current regular hourly rate of pay, or be given such accrued compensatory time off, with pay. Further, the Village reserves the right to buy-back accrued compensatory time prior to the end of October in each year of the agreement.

Each October, an employee may use two (2) days of accumulated compensatory time to be paid into an agreed health savings account to be used for the purpose of paying any accepted health related expense.

8.6 Travel

Time spent traveling within a thirty-five (35) mile radius of the Department headquarters shall be considered "commute time" as provided in the Federal Fair Labor Standards Act, and is not compensable. An employee who is required to operate a vehicle while traveling is considered to be working and will be compensated. An employee who is a passenger, and traveling outside of his assigned working hours, shall be considered not to be working and will not be compensated. When the travel time to a destination is known by the Department, only that amount of time may be claimed for compensation by an employee. An employee may claim and be granted an exception when good cause can be shown. Destinations for which travel time is not known will be compensated on the basis of time actually spent in travel. Periods of time which will not be compensated include, but are not limited to, meal and rest stops, mechanical breakdown of a privately owned vehicle, and road construction which the employee should, or did, know of.

8.7 Court Standby

In lieu of court stand-by pay, each officer in January, June and November of a calendar year shall receive ten (10) hours of straight time pay at the officer's rate of pay at the time of payment.

8.8 No Pyramiding

Compensation shall not be paid, nor compensatory time taken, more than once for the same hours under any provision of this Section or Agreement.

SECTION 9

PAY PROGRAM

9.1 Compensation Program

The Village shall maintain its current compensation program, including the present pay step schedule (attached to this Agreement as Appendix A). The pay steps are related to merit and performance and not to an employee's years of service.

9.2 Pay Based on Performance

An employee's wage rate and progression through the pay steps which make up the compensation program are based on the employee performance and other factors related to his ability to effectively function as a police officer for the Village. Pay step levels are directly related to levels of performance. To move from one (1) pay step to another an employee must exhibit knowledge, skills, and involvement in Department affairs which are required of someone in the higher level.

9.3 Individual Pay Adjustments

Individual pay adjustments may be made during the first payroll period in November and the last payroll period of April of each year.

9.3.1 Full Pay Adjustment

In all cases, to be considered for a full pay adjustment increase in November, an employee must be performing at or above the requirements of their current pay step and must have received an average/meets standards evaluation.

Employees performing at or above standards shall receive, at a minimum, a pay rate adjustment as follows:

- A. Effective November 1, 2009-For all employees employed at the time the contract is signed. Attachment "A" entitled "Effective 11/01/09".
- B. Effective November 1, 2010-For all employees employed at the time the contract is signed. Attachment "B" entitled "Effective 11/01/10".
- C. Effective November 1, 2011-For all employees employed at the time the contract is signed. Attachment "C" entitled "Effective 11/01/11".

9.3.2 Partial Pay Adjustment

A partial pay adjustment increase may be made for an employee who does not receive an average/meets standards evaluation, but has received a below average/requires improvement evaluation. An employee who is moving from one (1) pay step level to another shall receive a two and one-half percent (2 ½%) increase plus one-half (1/2) of the pay step schedule adjustment as provided in 9.3.1 of this Section. An employee who is not moving from their pay step level shall receive one-half (1/2) of the pay step schedule adjustment as provided in 9.3.1 of this Section.

9.3.3 Bonus for Excellence

Any employee who receives an exceeds standards evaluation for that year shall receive a one time bonus of two percent (2%) of their annual rate of pay based solely on their pay step level as it existed on October 1 of the current fiscal year. Any employee who is in the position of Patrolman, and receives an overall evaluation of at least a positive thirty-three hundredths (+.33) standard deviation above the overall average of the bargaining unit for the evaluation year shall receive a one time bonus of seven hundred fifty dollars (\$750) beginning in November 1991. Such bonus shall be available to an employee only once in a fiscal year and only for the evaluation conducted in October of that fiscal year. Any bonus paid under this Section shall be exclusive of an employee's base pay and shall not be added to his base pay for the purpose of determining overtime payment in any of its forms.

9.3.4 Reevaluation

An employee who receives a partial pay increase shall be reevaluated in April. If the employee is found to be performing at the standard for their pay step level and the employee's evaluation for the period has improved to the extent that the employee has achieved an average/meets standards or higher evaluation, another fractional increase may be granted. In no case will such an increase exceed the fiscal year's pay step schedule adjustment percentage as detailed in 9.3.2 of this Section.

9.4 Educational Pay Supplement

An educational pay supplement shall be provided to all employees who have earned a specified number of college credit hours. An employee who has earned ninety (90) or more quarter credit hours, or their semester hours equivalent, from a recognized and accredited college or university shall be entitled to a pay supplement of:

Effective 11/01/09:

After four years	\$2,000
After six years	\$2,200
After eight years	\$2,500
After ten years	\$2,800

Effective 11/01/10:

After twelve years	\$3,000
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over and above the top pay step level for the position of Patrolman. An employee shall be eligible for an educational pay supplement after completing their fourth (4th) year of service with the Department. Any employee who, for any reason receives an annual evaluation of requires improvement, and in the April reevaluation does not receive an increase in compensation based on performance shall be ineligible to receive the educational pay supplement until such time as the employee receives, at a minimum, a meets standards evaluation. The educational pay supplement shall be added to the employee's base pay for the purposes of determining overtime pay.

9.5 Grievance of Evaluation Finding

Any employee who receives an evaluation which results in a determination that the employee did not meet performance standards, shall be entitled to grieve such determination, but in so doing must prove that the Department's evaluation was arbitrary and capricious.

9.6 Employee Evaluation Program

The current program of employee evaluations shall continue without significant modification, for the life of this Agreement or the life of the current pay system, whichever is shorter, though fine tuning changes in the program may be made from time to time by the Village. The Chief of Police will notify the Council of any proposed change and provide an opportunity to the Council for comment.

9.7 Field Training Officer Compensation

An Officer designated by the Chief of Police or designee to act as a Field Training Officer shall receive one (1) hour of pay at the employee straight-time hourly rate for each day assigned to and serving as an active field training officer. Such hour of pay shall not be considered as hours worked for purposes of overtime pay calculations.

9.8 Officer-in-Charge Compensation

An Officer affirmatively designated by the Chief of Police or designee to act in the capacity of Officer-in-Charge for no less than four (4) hours shall receive on (1) hour of pay at their straight-time hourly rate for each day assigned and working in such duty. Such hour of pay shall not be considered as hours worked for purposes of overtime pay calculations.

SECTION 10

SICK AND FUNERAL LEAVE

10.1 Sick Leave

10.1.1 Sick Leave

Sick leave shall be used for the purpose for which it was intended, that being to provide an employee protection against loss of pay due to illness or injury. Sick leave may not be converted into any other form of compensation. Sick leave shall not be considered as a privilege which an employee may use at their discretion but shall be allowed only in case of:

- A) Necessity and actual sickness or disability of the employee; or
- B) To meet medical or dental appointments which can not be scheduled otherwise.

10.1.2 Rate of Payment for Sick Leave

An event requiring the use of sick leave shall be defined, for the purposes of this Section, as any portion of a work day or series of work days, regularly scheduled days off notwithstanding, after an absence of three (3) consecutive work days during which an employee has reported to a supervisor that the employee is unable to work for reasons as provided in subsection 10.1.1 of this Section and for which the employee expects to be paid. In each individual event after the third (3rd) consecutive work day absence, all subsequent work day absence shall be deducted from the employee's accrued sick leave, as long as the reason for the employee's inability to report for work are those as provided in subsection 10.1.1 of this Section. An employee requiring use of their accrued sick leave shall provide a doctor's certificate attesting to the illness to the employee's supervisor immediately upon return from sick leave.

10.1.3 Accumulation of Sick Leave

An employee shall be granted six (6) days of sick leave on January 1st of each year. A new employee shall be granted sick leave on a prorated basis beginning with the first full month of employment. Sick leave may be accumulated to a maximum of one hundred-twenty (120) days.

All sick leave accumulated by existing employees on December 18, 1989 shall remain available for use under the terms of this Section.

Sick leave time shall not be accumulated during any period an employee is laid off or on an unpaid leave of absence.

10.1.4 Notification

An employee anticipating the use of accrued sick leave shall report the reason for their absence from duty to the highest ranking on-duty supervisor at least two (2) hours prior to the employee's assigned starting time. Failure to provide notice, on each such day, may be considered a leave of absence without pay for that full day, and will not be counted toward the three (3) day continuous absence required for use of accrued sick leave. Absences requiring the use of one (1) or more accrued sick leave days shall require a physician's statement certifying that the employee's condition prevented the employee from reporting for work and inhibited their ability to return to work.

To the extent permitted by law, an employee who has reported sick is expected to remain at their residence during the time the employee would otherwise have been working unless the employee is hospitalized, visiting his doctor, obtaining medication or treatment as prescribed by his doctor, exercising their right to vote in a general election, or exercising his religious beliefs at a place of common worship. An employee shall not engage in any employment, other than for the Village during the time the employee is granted the use of accrued sick leave.

10.1.5 Abuse of Sick Leave

The Village and Council recognize that the abuse of sick leave is a serious matter. The Village retains all rights to take corrective steps to deal with the abuser of sick leave. The Council agrees to use its best efforts, as may be requested by the Village, to assist the Village in correcting sick leave abuse.

10.1.6 Worker's Compensation Situations

Sick leave shall not be used for absence due to a work-related injury for which compensation is provided under the Worker's Compensation Act.

10.1.7 Insufficient Sick Leave

If an employee's illness or period of recovery exceeds the amount of their accrued sick leave, the employee may use accrued personal leave days or request to use vacation leave days, or to be placed on leave without pay. Such request may be granted or denied by the Chief of Police or designee, in consultation with the employee.

10.1.8 Use by Probationary Employees

An employee shall be granted sick leave time as provided in 10.1.2 of this Section, but shall be precluded from its use until the employee has served a minimum of six (6) months with the Department.

10.1.9 Family and Medical Leave Act

The Village shall comply with the provisions of the Family and Medical Leave Act of 1993 and the lawful federal regulations issues in conjunction therewith. Should the Village adopt and maintain a Family and Medical Leave Act policy covering all Village employees, which is consistent with the provisions of the Family and Medical Leave Act of 1993 and the lawful federal regulations issued in conjunction therewith, then such policy shall equally become applicable to all members of the bargaining unit.

10.2 Restricted Duty Assignments

The Village may assign employees to light duty assignments as determined appropriate by the Village.

10.3 Funeral Leave

In the event of death in the immediate family (designated as the employee's legal spouse, parents of the officer, grandparents, children, brothers or sisters, parents of the employees spouse, and brothers or sisters of the employees spouse) an employee shall be granted up to five (5) consecutive days of funeral leave, if the employee attends the funeral. Leave beyond five (5) consecutive days may, upon approval of the Chief of Police or designee, be extended by the Chief of Police if he believes such extension is necessary and where such added time is charged to the employee's accrued compensatory leave time, personal leave days, or vacation leave days.

In the event of a death not in the employee's immediate family, leave may be granted at the discretion of the Chief of Police. Such leave shall be charged against accrued compensatory leave time, personal leave days, or vacation leave days.

SECTION 11

VACATION LEAVE

11.1 Vacation Leave

An employee shall be entitled, subject to restrictions set forth in this Section, to use part or all of their accumulated vacation leave as the employee desires or is required, and to supplement their personal leave time as defined in Section 12.3.1 of this Agreement.

11.2 Accumulation of Vacation Leave

An employee shall begin to accumulate vacation leave time based on the day of the month on which the employee begins work. An employee starting work on or before the fifteenth (15th) day of any month will be granted vacation leave time for that month. An employee starting work after the fifteenth (15th) day of any month will not be awarded vacation leave time until the last day of the succeeding month.

Vacation leave time is awarded on the last day of each month. Any employee who does not complete a full month of employment will not be granted vacation leave time for that month. Vacation leave time shall not be accumulated during any period an employee is laid off or on an unpaid leave of absence.

(Effective May 1, 1994) Vacation leave time shall be accumulated at the following rates, based on full years of uninterrupted service with the Department:

Years of Service	Hourly Accumulation Per Month	Correction For December
0 through 5	7.3 hours	+ .4 hours
6 through 15	10.7 hours	- .4 hours
16 through 20	13.3 hours	+ .4 hours
21	14.0 hours	
22	14.7 hours	- .4 hours
23	15.3 hours	+ .4 hours
24	16.0	

A full year of service is determined to be from the anniversary date of hire to the next and succeeding anniversary dates. There shall be no bonus vacation days. Accumulation of vacation leave time, in combination with personal leave time, shall be limited to a total three hundred twenty (320) hours. After accumulating a combined total of three hundred twenty (320) hours of vacation and personal

leave time no further award of such leave, either in whole or part, will be granted by the Village until such time as the combined total of vacation and personal leave time becomes less than three hundred twenty (320) hours. If an employee has accumulated three hundred twenty (320) hours of combined vacation and personal leave and is unable to use a portion of such leave due to action of the Village, the Village shall, within ninety (90) days of the date of the over-accumulation of such leave time, assign or pay for time which would otherwise be lost to the employee.

11.3 Selection of Vacation Periods

11.3.1 Choosing Vacations

Vacation leave of a block of six (6) or more normal work days between April 1 and January 15 of the succeeding year shall be chosen on a seniority basis. Each year during the second week of January, a list bearing the names of the employees covered by this Agreement shall be posted in at least one conspicuous location within the Department headquarters. Adjacent to the list of names shall be a location at which each individual may request up to three (3) choices of vacation leave periods. On the last Friday of February the vacation choices in the "first choice" column shall be approved and the list re-posted. On the third (3rd) Friday of March, the vacation choices added to the "first choice" column shall be approved and the list re-posted. On the fourth (4th) Friday of March, all additional choices shall be approved and the final list of approved vacation choices shall be posted. The Chief of Police or designee shall approve or disapprove of all vacation choice requests. "First choice" vacation requests shall be approved prior to "second" and "third" choice requests; and "second choice" requests shall be approved prior to "third choice" requests.

After April 1 and before March 31 of the succeeding year, vacation leave in increments of no less than eight (8) hours may be requested on a first come first served basis.

In cases in which similar or overlapping dates are requested and approval would result in manpower being reduced below an acceptable level, the seniority list shall prevail in granting approval of the request of one employee over another.

11.3.2 Limitations on Vacation Requests

Vacation leave may not be taken in an increment of less than eight (8) hours. Vacation leave requests and approvals shall be made with consideration to work shift and/or assignment and subject to the need to provide adequate staffing at all times, as determined by the Chief of Police or designee. The Department reserves the right to eliminate or restrict specific days, or groups of days, from availability for use of vacation leave.

11.3.3 Processing Vacation Requests

No vacation leave request will be considered until such time as the requesting employee makes such request in writing, through a memorandum or notation on the vacation choice list, completes an approved "leave form" and delivers their request to a designated supervisor or locations as per Department procedures.

11.4 Extended Vacation

No employee shall be allowed a continuous vacation in excess of twelve (12) normal workdays without the consent of the Chief of Police.

11.5 Assignment of Vacation

The Chief of Police may, at their discretion, designate and/or assign the period of vacation leave for any employee.

11.6 Refusal or Cancellation of Vacation

The Chief of Police or designee may, at their discretion, refuse to approve any vacation request, if the Chief of designee finds the time period requested to be inappropriate. The Chief of Police or designee may cancel and reschedule any or all approved vacation leaves in advance of their being taken, or recall any employee from vacation leave in the event of an emergency.

11.7 Disposition of Vacation Time on Separation

An employee who resigns or is separated shall, at the discretion of the Chief of Police, either receive payment for any accrued vacation leave time, such payment being based on the employee's current regular hourly rate of pay, or be given such accrued vacation leave time off, with pay.

11.8 Use by Probationary Employees

An employee shall begin accruing vacation leave time as provided in 11.2 of this Section, but shall be precluded from its use until the employee has served a minimum of six (6) months with the Department.

11.9 Assurance Day Off

Each Officer who receives a "meets standard" evaluation would receive one (1) "Assured Day Off" designation to guarantee approval of a vacation day request. Such use of Assurance Day Off would have to be submitted in writing fourteen (14) calendar days prior to the requested use day. Use of such days would be prohibited on holidays and during major special events or where necessary replacements are not reasonably available. An officer who receives above a "meets standards" evaluation would receive the use of one (1) additional Assured Day Off designations. Beginning October 1, 2007 Officers receiving a "meets standards" evaluation will receive a total of two (2) Assured Day Off designations to guarantee approval of a vacation day request.

SECTION 12

PERSONAL LEAVE

12.1 Personal Leave

An employee shall be entitled, subject to restrictions set forth in this Section, to use part or all of their accumulated personal leave as the employee desires or is required.

12.2 Accumulation of Personal Leave

An employee shall begin to accumulate personal leave time based on the day of the month on which the employee begins work. An employee starting work on or before the fifteenth (15th) day of any month will be granted personal leave time for that month. An employee starting work after the fifteenth (15th) day of any month will not be awarded personal leave time until the last day of the succeeding month.

Personal leave time is awarded on the last day of each month. Any employee who does not complete a full month of employment will not be granted personal leave time for that month.

Personal leave time shall be accumulated at the rate of four (4) hours per month. Accumulation of personal leave time, in combination with vacation leave time, shall be limited to a total of three-hundred twenty (320) hours. After accumulating a combined total of three-hundred twenty (320) hours of vacation and personal leave time no further award of such leave, either in whole or part, will be granted by the Village until such time as the combined total of vacation and personal leave time becomes less than three-hundred twenty (320) hours. If an employee has accumulated three-hundred twenty (320) hours of combined vacation and personal leave and is unable to use a portion of such leave due to action of the Village, the Village shall, within ninety (90) days of the date of the over-accumulation of such leave time, assign or pay for time which would otherwise be lost to the employee. Personal leave time shall not be accumulated during any period an employee is laid off or on an unpaid leave of absence.

12.3 Use of Personal Leave

Personal leave may be used for any authorized purpose including addition to vacation leave, family emergency, addition to funeral leave, employee illness or injury prior to use of accrued sick leave, and to meet the personal schedule needs of the employee. The Chief of Police or designee shall approve or disapprove of all personal leave requests.

12.4 Scheduling Personal Leave

Personal leave may be requested on a first come first served basis. In cases in which unapproved by similar or overlapping dates are requested and approval would result in manpower being reduced below an acceptable level, the seniority list shall prevail in granting approval of the request of one employee over another. In all cases previously approved vacation time and vacation requests shall take precedence, the seniority list notwithstanding. Excepting those cases in which personal leave is used for illness, injury, or a stated emergency, an employee shall make every possible effort to schedule the use of personal leave a minimum of forty-eight (48) hours in advance of the use of such personal leave. However, this shall not preclude an employee from seeking permission for a personal day off with less than forty-eight (48) hours notice.

12.5 Limitations on Personal Leave

Personal leave requests and approvals shall be made with consideration to work shift and/or assignment and subject to the need to provide adequate staffing at all times, as determined by the Chief of Police or designee. The Department reserves the right to eliminate or restrict specific days, or groups of days, from availability for use of personal leave.

12.6 Processing Personal Leave Requests

Excepting those cases in which personal leave is used for illness, injury, or a stated emergency, no personal leave request will be considered until such time as the requesting employee makes such request in writing through a memorandum, completes an approved "leave form" and delivers their request to a designated supervisor or location as per Department procedures.

12.7 Assignment of Personal Leave

The Chief of Police may, at their discretion, designate and/or assign a period of personal leave for any employee.

12.8 Refusal or Cancellation of Personal Leave

The Chief of Police or designee may, at their discretion, refuse to approve any personal leave request, if the Chief or designee finds the time period requested to be inappropriate. The Chief of Police or designee may cancel and reschedule any or all approved personal leaves in advance of their being taken, or recall any employee from personal leave in the event of an emergency.

12.9 Disposition of Personal Leave on Separation

An employee who resigns or is separated shall, at the discretion of the Chief of Police, either receive payment for any accrued personal leave time, such payment being based on the employee's current regular hourly rate of pay, or be given such accrued personal leave time off, with pay.

12.10 Use by Probationary Employees

An employee shall begin accruing personal leave time as provided in 12.2 of this Section, but shall be precluded from its use until the employee has served a minimum of six (6) months with the Department.

SECTION 13

HOLIDAYS

13.1 Holidays

The following are paid holidays for employees:

New Years Day

Presidents Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve Day

Christmas Day

13.2 Holiday Work Requirements

In accepting a position with the Department, each employee understands that the employee may be required to work some or all of the holidays listed in 13.1 of this Section. The Department reserves the right to adjust its manpower requirements on holidays as deemed appropriate by the Chief of Police or designee. If it is determined that manpower will be reduced on a particular holiday the Department will take reasonable steps to obtain volunteers among those employees scheduled to work. In those cases in which more than one (1) employee volunteers, seniority will control. The Department maintains the right to refuse a specific employee volunteer, seniority notwithstanding, based on special skills, talents, abilities, and experience the employee may possess. In a case in which a sufficient number of volunteers are not identified or acceptable, manpower will be reduced on a reverse seniority basis. Any employee given the

holiday off under the circumstances of manpower reduction shall not be eligible for holiday pay.

13.3 Holiday Pay

An individual employee shall receive eight (8) hours pay at two times (2X) their hourly rate whether or not the employee works on the holiday. Except on a volunteer basis, hours worked on a holiday shall be consecutive hours only. An employee shall not receive holiday pay if the employee is not on vacation leave and is absent from work on their regularly scheduled day before, on, or regularly scheduled day after the holiday, unless the employee is off work on paid leave except sick leave. When an employee works on Thanksgiving Day, Christmas Day, or New Years Day they shall receive two and one-half times (2 1/2X) their hourly rate of pay for all hours worked, up to a total of eight (8) hours. Effective in calendar year 1993, when an employee works on Labor Day they shall receive two and one-half times (2 1/2X) their hourly rate of pay for all hours worked, up to a total of eight (8) hours.

13.4 Time of Payment

All compensation for holiday pay, or compensation for time worked on holidays shall be paid in the pay period in which the holiday is worked.

13.5 Compensatory Time

Compensatory time may be taken in lieu of holiday pay by an employee entitled to such holiday pay. Holidays will be automatically paid unless the individual within the Department assigned to handle payroll is notified, in writing, within forty-eight (48) hours following the holiday, that compensatory time is requested. After this time, the employee shall not be allowed to convert holiday pay to compensatory time or compensatory time to holiday pay. The accumulation and use of compensatory time accrued from holidays shall be governed by Section 8 subsection 8.5, entitled "Compensatory Time", of this Agreement.

SECTION 14

INSURANCE

14.1 Coverage

The Village shall make available to employees substantially similar group health and hospitalization insurance and life insurance coverage and benefits as existed prior to the signing of this Agreement. The Village reserves the right to change insurance carriers or benefit levels, to self-insure, or to participate in a health maintenance organization as it deems appropriate, so long as the new coverage and benefits are substantially similar to those which pre-dated this Agreement or are substantially similar to those provided to the Village employees not represented by the Union. The Village agrees to provide thirty (30) days advance notice of changes in insurance coverage, and provide an opportunity to meet and discuss, but not negotiate, the contemplated changes before they are made.

14.2 Insurance Costs

Effective November 1, 2009 the Village shall pay eighty percent (80%) of the cost of the insurance premium for employee and dependent coverage for Village provided health maintenance/insurance coverage with the employee paying the remaining twenty percent (20%).

Effective October 1, 2010 the Village shall pay eighty percent (80%) of the cost of the insurance premium for employee and dependent coverage for Village provided health maintenance/insurance coverage with the employee paying the remaining twenty percent (20%).

Effective October 1, 2011 the Village shall pay eighty percent (80%) of the cost of the insurance premium for employee and dependent coverage for Village provided health maintenance/insurance coverage with the employee paying the remaining twenty percent (20%).

Other costs for the Employee Health Benefit Plan shall be as provided for in Attachment E. There shall be no additional cost increases for insurance for the life of the 2009-2012 Agreement and continuing until October 31, 2012, except as may be provided for in an insurance reopener as denoted in Section 14.8, or as may be encompassed within the cost of items previously agreed upon and incorporated by reference herein.

14.3 Cost Containment

The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remain substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, preadmission and continuing admission review, prohibition of weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

14.4 Terms of Policies to Govern

The extent of coverage under the insurance policies referred to in this Section shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

14.5 Maintenance of Coverage on Unpaid Leave or Layoff

An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying, in advance, the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

14.6 Cap on Costs to Employees

An employee's share of any insurance cost increases for any twelve (12) month period beginning July 1st shall be capped at an amount not to exceed twenty percent (20%) of the previous average wage increase received by the members of the bargaining unit. The insurance cost cap for the bargaining unit shall be determined by taking the difference between the old and new annual wage rates of each individual bargaining unit member, adding the individual differences and dividing by the number of bargaining unit members who received a wage increase; this average number shall be multiplied by twenty hundredths (.20) and the resulting dollar amount shall be the insurance cost cap per employee.

14.7 Life Insurance

The Village shall pay the total cost for life insurance coverage of forty thousand dollars (\$40,000). All costs for dependent life insurance coverage shall be borne by the employee. Effective January 1, 2002 and thereafter, the Village shall pay the total cost for life insurance coverage of fifty thousand dollars (\$50,000).

14.8 National Health Insurance

Should some form of National Health Insurance be enacted which results in increased insurance costs to the Village, the Village may elect to reopen Section 14 only. Should the Village elect to reopen on insurance, the Council may elect to reopen for negotiation Article 9.3.1 as well. Such negotiations shall begin within ten (10) days of the notice to reopen.

SECTION 15

INDEMNIFICATION

15.1 Village Responsibility

To the extent required under applicable law, the Village shall be responsible for holding an employee harmless from, and pay damages which may be adjudged, assessed or otherwise levied against them, for their actions, so long as such actions were exercised within the scope of their authority and duties.

15.2 Legal Representation

The Village will choose and provide legal representation in any civil action brought against an employee resulting from or arising out of the performance of duties, provided that the employee acted within the scope of their employment, followed applicable rules, policies, and procedures of the Department, and cooperates fully with the Village in the investigation of the matter, including providing all necessary information and assistance for effective legal representation.

15.3 Employee Responsibility

It is the responsibility of an employee being represented by an attorney of the Village to cooperate fully in the preparation of a defense. An employee who is untruthful or is found to be withholding evidence or information solicited or required for the preparation of a defense shall be deemed to be uncooperative, and the Village may determine to withdraw its indemnification and legal representation in the matter.

15.4 Legal Action By Village

Nothing contained in this Section shall prohibit the Village from bringing its own legal action against an employee who acted outside the scope of his authority and duties. An employee against whom the Village brings its own legal action shall not be provided any benefit under the provisions of this Section.

15.5 Limitations

This Section shall not be construed to apply to any legal action brought by an employee against the Village or any other person; nor shall it apply to an employee's defense of any criminal charge or disciplinary allegation of wrongdoing.

SECTION 16

SENIORITY

16.1 Definition of Seniority

Seniority shall be defined as an employee's length of continuous full-time service as a sworn police officer with the Village since their last date of hire, excluding any unpaid break in service as defined in 16.4 of this Section, or temporary service.

16.2 Conflict Due to Date of Hire

Should more than one (1) employee have the same date of hire, seniority of the employees involved shall be resolved based on the order of their names on the eligibility list from which they were hired, with the employee whose name is higher on the list being the more senior.

16.3 Seniority List

On or before December 31 of each year, the Village will provide the Labor Council, at the address designated by it, with a seniority list setting forth the order of seniority of each member of the bargaining unit. The Village shall not be responsible for any error in the seniority list unless such error are brought to the attention of the Village, in writing, within fourteen (14) days after the receipt of the list by the Labor Council.

16.4 Non-Accrual of Seniority

No employee shall accrue seniority during any period of time while on an authorized unpaid leave of absence, or an unpaid disciplinary suspension of more than three (3) days.

16.5 Termination of Seniority

An employee's seniority and the employment relationship shall be terminated for all purposes if the employee:

- a) quits;
- b) is discharged for just cause (probationary employees without cause);
- c) retires (or is retired should the Village adopt and implement a legal mandatory retirement age);

- d) is absent for three (3) consecutive work days without notice except under exigent circumstances as determined solely by the Chief;
- e) falsifies the reason for a leave of absence;
- f) fails to return to work at the conclusion of an authorized leave of absence or vacation except under exigent circumstances as determined solely by the Chief;
- g) if after being laid off, fails to report as required after having been recalled
- h) has been laid off for a period of two (2) years.

SECTION 17

LAYOFF AND RECALL

17.1 Layoff of Employees

The Village, in its discretion, shall determine whether layoffs are necessary. Probationary employees covered by this Agreement shall be laid off first; such lay off shall be based on the relative skill and ability exhibited by each employee since their date of hire, with the least skilled and able probationary employee being laid off first, provided the remaining employees can perform the required work without additional training. The same process will be followed for remaining probationary employees, if necessary. Regular employees covered by this Agreement shall be laid off next and such layoff shall be based upon seniority, the individual employee with the lowest seniority being laid off first.

17.2 Recall of Laid Off Employees

The names of any employees who are laid off shall be placed on a reinstatement list, and shall be recalled in the inverse order of their layoff, provided the remaining employees can perform the required work without additional training. An employee's right to reinstatement shall cease after two (2) years of continuous layoff. Recalled employees shall be allowed to return to the Village, at their former status, provided they meet Village medical, physical fitness, and mental standards, and are fully qualified to perform the work to which they are recalled without further training. An employee who is eligible for reinstatement shall be given, at a minimum, ten (10) calendar days notice of recall. A notice of reinstatement shall be sent to the employee by certified mail, return receipt requested. A copy of such notice shall be forwarded to the Labor Council. The employee must notify the Chief of Police, or designee, of their intention to return to work within three (3) calendar days after delivery of the notice of reinstatement. If an employee has been laid off for ninety (90) or more calendar days, shall be required to report for medical, physical fitness and mental examinations as scheduled by the Village. Should an employee fail to pass one (1) or more of the examinations, they will be passed over and the next eligible person will be sent a notice of reinstatement. The name of any employee whose name has been passed over, shall remain on the reinstatement list due to expiration of the time limit, which ever is first. The name of any employee who refuses to work, after receiving a notice of reinstatement, shall be stricken from the reinstatement list.

The Village shall be deemed to have fulfilled its obligation under this Section by mailing the notice of reinstatement by certified mail, return receipt requested, to the mailing address last provided by the employee. It shall be the obligation and responsibility of the employee to provide the Chief of Police, or designee, with

his latest mailing address at the time the employee is laid off and within three (3) calendar days after a change in mailing address. If an employee fails to respond to a notice of reinstatement, or such notice is returned as undeliverable by the United States Postal Service, the name of the employee shall be stricken from the reinstatement list.

SECTION 18

PROBATIONARY EMPLOYEES

18.1 Rights of Probationary Employees

The probationary period shall be three-hundred ninety (390) regularly scheduled normal work days in length. A probationary employee's time spent on leaves of absence, whether paid or not, worker's compensation leave, sick leave, and the first ten (10) days of training time, other than basic recruit school and field training, shall not be considered as meeting the definition of a normal work day in whole or in part, for the purposes of this Section. Only a fully completed normal work day shall be deemed to fulfill the requirements of this Section, and thereby reduce the number of days which remain for the completion of an employee's probationary period. The probationary period may be extended up to three (3) months by the Chief of Police. During the probationary period, a probationary employee may be terminated without cause, and shall have no recourse through the grievance procedure of this Agreement or through appeal to the Board of Fire and Police Commissioners.

SECTION 19

COUNCIL BULLETIN BOARD

19.1 Council Bulletin Board

The Council shall be allowed to purchase, and have installed by Village maintenance workers, an appropriate bulletin board not to exceed four (4) by six (6) feet, at a location in the rear hallway of the Police Department, as approved by the Chief of Police.

19.2 Limitations on Material Displayed

The content or depiction of material displayed on the Council's bulletin board shall not be of a political, defamatory, or obscene nature. The Council and employees covered by this Agreement shall limit the posting or display of material to the Council's bulletin board, unless otherwise permitted, in writing, by the Chief of Police.

SECTION 20

LABOR-MANAGEMENT AND SAFETY CONFERENCES

20.1 Conference Request

The Council and the Village agree that, in the interest of efficient management of the Agreement, it is desirable that meetings be held if mutually agreed between Lodge representatives and responsible representatives of the Department; such agreement shall not unreasonably be withheld. Such meetings may be requested by either party at least seven (7) days in advance by placing, in writing, a request to the other for a "labor-management conference" and providing a specific proposed agenda for such meeting. Any such meeting, if mutually agreed upon, shall be limited to the following areas of discussion:

- a) the implementation and general administration of this Agreement;
and/or
- b) a sharing of general information of interest to the parties; and/or
- c) notifying the Council of concerns of the Village or Department or notifying the Village or Department of concerns of the Council, which may affect employees; and/or
- d) issues or concerns involving safety.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at a "labor-management conference", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be conducted at such meetings.

20.2 Attendance at Meetings

Attendance at "labor-management conferences" shall be voluntary on the part of the employee, and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, no more than three (3) persons from each side shall attend these meetings. Attendance by bargaining unit members at such meetings shall not interfere with required duty time. An employee may attend during duty time if mutually agreed between the Chief of Police, or designee, and the Council representative.

20.3 Disabling Safety Defects

No employee shall be required to use any equipment that has been designated by both the Department and the Council as being defective because of a disabling condition unless the disabling condition has been corrected as determined by the Department.

SECTION 21

SUBSTANCE ABUSE TESTING

21.1 Statement of Policy

In order to help protect the public by insuring that employees have the physical and emotional stability to perform their assigned duties, the Chief of Police may require employees to submit to a urinalysis test and/or other appropriate drug or substance abuse testing. Probationary employees may be tested on a random basis up to two (2) times during their probationary period. A regular employee may be tested upon reasonable suspicion that the employee is using a prescribed drug or abusing prescription drugs or alcohol. In addition, up to four (4) post-probationary members of the bargaining unit may be randomly tested at a time, with such random tests occurring no more than (4) different time periods per year (for a maximum total of sixteen (16) such random tests per year) as directed by the Chief of Police. Employees to be tested shall be selected by lottery, with a representative of the Union present at such lottery. These random tests shall be conducted when the employee is on-duty, or conducted the next day if the officer is off-duty. The confidentiality of such results shall be maintained on a need to know basis.

21.2 Drug and Alcohol Testing Permitted

Where the Chief of Police, or designee, has reasonable suspicion to believe that an employee is under the influence of alcohol or prescription drugs while on duty, or prescribed drugs while on or off duty, the Chief of Police, or designee, shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. There shall be no random testing of an individual employee, except as provided for in subsections 21.1 and 21.7 of this Section of the Agreement.

21.3 Order to Submit to Testing

The Chief of Police, or designee, shall document such reasonable suspicion which is cause for alcohol or drug testing and provided the employee with a copy of the documentation within a reasonable time after such testing is ordered. At the request of the employee, a copy of the documentation shall also be provided to a named Labor Council representative. An employee who refuses to submit to an ordered test may be subject to discipline, including discharge.

21.4 Taking and Processing the Sample

The Village shall use a reputable laboratory for testing samples obtained from an employee to determine whether alcohol or drugs have been used. Usual and accepted practices for the collection and preservation of biological evidence samples shall be followed. A sufficient sample of the same bodily fluid or material shall be taken from the employee to provide for an initial screening test and a confirmatory test. A similar amount of the sample shall be set aside and preserved for later testing if requested by the employee. The reserved sample shall be destroyed upon notification by the laboratory that the tests were negative. If a test result is positive, the reserved sample shall be held pending the conclusion of disciplinary action and/or agreement by the employee to enter into a treatment program. The methods employed in the collection of samples for testing shall be reasonable and provide for security of the sample and its protection from adulteration. Reasonable attention shall be given to an employee's need for privacy during the collect of urine samples; however, an employee may nonetheless be witnessed by a person of the same sex, in an appropriate setting, to ensure that the employee does not attempt to compromise the accuracy of the test sample.

21.5 Testing and Test Results

No test result shall be considered to be positive for the presence of alcohol or drugs unless the sample has been subjected to analysis which provides quantitative data concerning the detected alcohol or drug through a scientifically accurate and accepted method. A blood alcohol concentration of .02 or more based on the grams of alcohol per one hundred milliliters of blood shall be considered to be a positive test results; nothing shall prohibit the Village from attempting to show that something less than .02 blood alcohol concentration should warrant disciplinary action. An employee who has submitted to testing shall be provided with a copy of all pertinent information and reports received by the Village in connection with the testing and its results. An employee who has submitted to testing shall have the opportunity to have the preserved sample, mentioned in subsection 21.4 above, tested by a reputable laboratory of their own choosing and at their own expense.

21.6 Disciplinary Hearings

During a disciplinary hearing under the grievance procedure of this Agreement (Article 5), an employee shall have the right to raise the contention that his rights were violated concerning any testing permitted by this Agreement; specifically, the basis of the notice to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, and the consequences of the testing or results.

21.7 Voluntary Requests for Assistance

The Chief of Police shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling, or other support for an alcohol or drug related problem, other than a problem with prescribed drugs, but the Chief of Police may require reassignment of an employee who is unfit for duty in their current assignment, or assignment to sick leave under the provisions of Section 10 of this Agreement. For the purposes of this Section, "voluntary treatment, counseling or other support" means help sought by an employee prior to any misconduct on or off duty which causes them to come to the attention of a law enforcement agency or an internal inquiry by the Department. The Village may make available through an Employee Assistance Program a means by which the employee may obtain referrals and treatment. Voluntary requests for assistance shall be handled in a confidential manner. Any employee who voluntarily seeks assistance with problems related to prescribed drugs or alcohol shall not be subject to any disciplinary action by reason of such request for assistance.

21.8 Discipline

In the first instance that an employee tests positive for the use and/or abuse of prescribed drugs or alcohol, the employee may be subject to discipline, not including discharge. The foregoing is conditioned upon the following:

- a) the employee agrees to the appropriate treatment as determined by the physician(s) and/or mental health professional(s) involved;
- b) the employee discontinues the use and/or abuse of prohibited drugs or alcohol;
- c) the employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve months, as determined by the treating physician(s) and/or mental health professional(s);
- d) the employee agrees to submit to random testing during the period of "after-care", not to exceed three (3) years.

An employee who does not agree to, or act in accordance with, the foregoing, or tests positive a second or subsequent time for the presence of prescribed drugs or alcohol shall be subject to discipline, up to and including discharge. The foregoing shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation if it is determined that an employee's current use of alcohol or prescribed drugs prevents him from performing their duties, or their active status would constitute a direct threat to the property or safety of others, or result in a loss of confidence in the Department by the community. Such an employee shall use

accumulated compensatory time, vacation leave, or personal leave, or apply for an unpaid leave of absence.

In the first instance that an employee tests positive for the use and/or abuse of prohibited drugs, the employee may be subject to discipline, including discharge.

Use of prohibited drugs, or failure to comply with Department rules and regulations concerning use of prescribed drugs while on duty, as well as the consumption of alcohol while on duty, may be cause for discipline, including discharge, subject to the above provisions.

SECTION 22

EXTRA-ORDINARY POLICE SERVICE (OUTSIDE DETAILS)

22.1 Extra Ordinary Police Service

The parties agree that the following general principles will govern the Department's provision of Extra-Ordinary Police Service ("Outside Details") to Village residents and/or businesses. These general principles may be reasonably modified by the Chief in abnormal or emergency situations or otherwise after prior notice and discussion with the Union. These principles are adopted pursuant to Section 7(P)(1) of the Fair Labor Standards Act and other applicable laws.

22.1.1 Definition:

Extra-ordinary police service shall be defined as any departmental assignment available to bargaining unit members and other sworn police officers and, in some cases, community service officers which involves providing specific police-related services in a particular location within the boundaries of the Village of Glen Ellyn and at a particular time by bargaining unit members of the Glen Ellyn Police Department who would otherwise be off-duty. A bargaining unit member working an extra-ordinary police services assignment shall be subject to all of the rules, policies, procedures and other requirements applicable to Department members.

21.1.2 Rules and Procedures:

The Chief of Police shall establish reasonable rules and procedures for handling requests for extra-ordinary police service. Requests for extra-ordinary police service shall be directed to the Chief of Police or designee. The Chief of Police or designee shall consider each request for extra ordinary police service on a case-by-case basis and reserves the right to accept or decline any such request.

A request for extra-ordinary police service may be declined by the Department when the requested police service:

- a. would be, or would appear to be in the judgment of the Chief of Police or designee, a conflict of interest with the mission of the Village of Glen Ellyn or the Glen Ellyn Police Department;
- b. would invite discredit or unfavorable attention upon the Village of Glen Ellyn, the Glen Ellyn Police Department or its individual member or members;

- c. where other sound Departmental reasons exists to decline such requests in the opinion of the Chief or designee.

22.1.3 Payment:

Extra-ordinary police services shall be billed by the Village of Glen Ellyn directly to the party which receives the service. Payments to bargaining unit members who work such assignments shall be made through the Village's normal payroll processes.

22.1.4 Hourly Rate:

The hourly rate to be billed to all parties receiving extra-ordinary police services shall be \$40.00 per hour. This rate shall consist of \$38.00 to be paid to each employee per hour, plus \$2.00 per hour to compensate the Village for administrative costs to support the extra-ordinary police service. These Village administrative costs may include, but are not limited to, reviewing requests, coordinating with requesting parties, determine staffing levels, scheduling officers, providing supervision and offsetting Village costs for the use of Village uniforms, equipment and vehicles, workers compensation coverage, liability coverage, and any other direct and indirect costs to the Village.

22.1.5 Staffing Levels:

The Glen Ellyn Police Department reserves the right to determine staffing levels for extra-ordinary police service assignments and reserves the right to determine whether supervisory officers are required to be a part of any extra-ordinary police services and whether any extra-ordinary police service assignment shall be made available to community service officers.

22.1.6 Posting of Assignments:

When approved by the Department, extra-ordinary police service assignments shall be posted on a Department bulletin board and shall remain posted until a Department member has signed up for the assignment. No bargaining unit member shall remove a notice of an extra-ordinary police service assignment except to immediately sign up for the assignment and, if so directed, to immediately forward the notice to the designated Department representative. Sign up sheets shall designate what openings are available for supervisor or specialty trained officers.

22.1.7 Eligibility:

Extra-ordinary police service assignments shall be made available to all appropriate members of the Department as determined by the judgment of the

Chief of Police or designee. Bargaining unit members shall not be eligible to participate when:

- a. They have not yet successfully completed their probationary period of employment, unless otherwise approved by the Chief acting in his discretion.
- b. Their latest performance evaluation consists of an overall rating of "Requires Improvement" or "Not Satisfactory".
- c. The bargaining unit member is currently on paid or unpaid leave while being investigated for misconduct.
- d. The bargaining unit member is on paid or unpaid leave for illness, injury, disability or worker's compensation purposes.
- e. Within the previous twelve (12) calendar months the bargaining unit member has been found to have violated the terms of this article; or
- f. In the judgment of the Chief of Police, the individual Department member is not suited for the demands and/or requirements of the extra-ordinary police service requested.

22.1.8 Duties and Responsibilities:

Bargaining unit members will remain at the extra-ordinary police services assignment until such time as they are properly relieved or dismissed by a Department supervisor. Should any questions, concerns or problems arise during the course of the extra-ordinary police services assignment, the bargaining unit member shall immediately contact a Department supervisor to resolve the situation. In the event that a Department supervisor cannot be reached, a customer's request to extend the time period of the extra-ordinary police services shall be honored.

A bargaining unit member who leaves or extends such an assignment without such action being properly approved by a Department supervisor, or who refused an emergency request by a party using this service to extend the period of an extra-ordinary police services assignment, shall be subject to discipline by the Village and, in addition, be ineligible to sign up for extra-ordinary police services assignments for a period of twelve (12) months from the time it is discovered by the Department.

22.1.9 Fairness:

Once a bargaining unit member has signed up for an extra-ordinary police services assignment which has not yet been completed, of eight (8) or more hours, or two (2) such assignments of four (4) or more hours each; that member is normally ineligible to sign up for any further extra-ordinary police services assignments until the assignment has been completed. However, such

bargaining unit member shall be eligible to sign up for an additional extra-ordinary police services assignment when a notice for such an assignment remains posted and unfilled within seventy-two (72) hours of the starting time of that additional assignment. All extra-duty details not meeting the parameters of assignment for Glen Ellyn Auxiliary Police Unit in paragraph 22.1.10 shall first be offered to members of the bargaining unit. Any details not voluntarily filled twenty-four (24) hours prior to the assignment may be offered to non-bargaining unit members of the Police Department when practicable.

22.1.10 Auxiliary Police Officers

Nothing in this Section shall limit the authority of the Chief of Police or designee to make assignments to members of the Glen Ellyn Auxiliary Police Unit in traffic direction, crowd control or other situations where the full services of a sworn police officer are not requested by a Village resident or business, or for those extra-ordinary assignments which remain unfilled within forty-eight (48) hours of the start time of that assignment or which have been offered to full-time officers but not filled within forty-eight (48) hours of the start of that assignment.

22.1.11 Cessation of Service:

The Chief of Police reserves the right to order that an extra-ordinary police services assignment be ceased immediately if, in their judgment, such assignment violates this Section or otherwise interferes with the mission of the Glen Ellyn Police Department.

SECTION 23

MISCELLANEOUS PROVISIONS

23.1 No Use of Tobacco

Employees hired after December 18, 1989 shall not, smoke, chew or use tobacco in any form, either on or off the job. Employees hired before December 18, 1989 who are not known to regularly use tobacco products shall not smoke, chew or use tobacco in any form, either on or off the job. Employees hired before December 18, 1989 who are known to regularly use tobacco products shall not smoke, chew or use tobacco in any form, while on the job, except in those locations and/or at those times as determined and approved by the Department. In order to promote the health and welfare of an employee who is known to regularly use tobacco products, the Village shall, on a one time basis, reimburse an employee up to one hundred seventy-five dollars (\$175.00) for treatment or therapy provided by a licensed clinic, physician or psychologist, which is intended to assist the employee in topping their use of tobacco products. Any employee taking advantage of this program shall not smoke, chew, or use tobacco in any form, either on or off the job.

23.2 Uniforms

The Village will continue to provide initial and replacement uniforms and accessories to employees under a quartermaster system, as it has in the past. The Village shall continue its current policy concerning clothing reimbursement for all employees covered by the terms of this Agreement. Employees are responsible for cleaning and maintenance of their uniforms and accessories, and shall maintain a professional appearance at all times.

23.3 Solicitation by Council

The Council agrees to abide by the lawful requirements of an act entitled "Solicitation For Charity Act", Chapter 225, Section 460/11 of the Illinois Compiles Statutes. Should the Village feel that the Council has violated the provisions of Chapter 23, Section 5111 it may choose to file a grievance or an action in a court of law, but in no case may the Village do both. Should the Village disregard the provisions of this sub-section by filing both a grievance and court action, concerning a single matter, this sub-section shall become null and void and be given no further effect for the life of the Agreement.

23.4 Board of Fire and Police Commissioners

The parties recognize that the Board of Fire and Police Commissioners of the Village of Glen Ellyn has certain statutory authority over employees covered by this Agreement. Nothing in this Agreement is intended to in any way limit, replace, supersede, reduce, or diminish that authority, except that the imposition of discipline on employees under this Agreement is no longer subject to the Board of Fire and Police Commissioners' authority, but is instead subject to Section 5, Grievance procedure, as herein established.

23.5 Eyeglass Repair

The Village agrees to reasonably repair or replace, as necessary, an employee's prescription eye glasses, provided such loss is not covered by employee or Village insurance programs, if they are damaged during the course of an employee's duties under circumstances in which the employee is required to exert physical force against another person. An employee must immediately report and document any such loss with his immediate supervisor.

23.6 Council Delegate Leave of Absence

No more than two (2) employees chosen as delegates to a Fraternal Order of Police state or national conference will, upon written application approved by the Council and submitted to the Department with at least sixty (60) days notice, be given a leave of absence with pay through the employee's utilization of normal time-off options, for the period of time required to attend such conference, so long as such attendance will not adversely effect manpower requirements of the Department or result in the payment of overtime to any employee. The period of time to attend such a conference shall not exceed one (1) week.

23.7 Council Negotiating Team

Time spent in negotiations shall not be considered as time worked for compensation purposes. However, employees designated by the Council as being members of the negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be allowed to switch or exchange shift assignments, with prior notice to and approval of the appropriate supervisor. Such switches or exchanges shall not be unreasonably withheld, so long as they will not adversely effect manpower requirements of the Department or result in the payment of overtime to any employee.

23.8 Fitness Examination

If there is any question concerning an employee's fitness for duty, or fitness to return to duty, the Village may require that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected and paid by the Village. Attendance at such examination shall be considered time worked for pay purposes.

23.9 Imposition and Review of Discipline

The Chief of Police is hereby granted authority directly or through his designee(s) to impose discipline upon sworn members of the Police Department who are members of the bargaining unit. For post-probationary employees, such discipline shall only be imposed for just cause and may include, but not be limited to, verbal or written warnings, suspensions with or without pay of whatever length or duration, and/or termination. Where minor offenses are involved, the principles of progressive discipline normally will be followed by the Chief of his designee(s). Probationary employees may be disciplined without cause and without review either under the grievance procedure or by the Village of Glen Ellyn Board of Fire and Police Commissioners.

Any discipline imposed upon post-probationary employees by the Chief or his designee(s) is subject to review only under the grievance procedure of this Agreement, including under Section 5.7, Arbitration. The parties specifically agree that all employees covered by this Agreement "waive" and shall no longer possess any right to have any discipline which is imposed upon them reviewed or implemented by the Village of Glen Ellyn Board of Fire and Police Commissioners. In addition, as stated in Section 5.10 of this Agreement, the Chief of Police or designees and the Village and its agents "waive" and shall no longer possess any right to file charges against any bargaining unit members for review or implementation by the Glen Ellyn Board of Fire and Police Commissioners.

23.10 Outside Employment

Officers covered by this agreement shall be allowed the opportunity to engage in secondary employment while off-duty, subject to the restrictions described below. Officers shall request written approval of the Police Chief or designee to engage in off-duty or secondary employment, which request will not be unreasonably denied. Such request may be denied where the Police Chief or designee reasonably believes such employment will interfere with the employee's full and proper performance of duties, or adversely affect the Village's or Police Department's reputation in the community. Such request(s) may also be denied by the Police Chief or designee for reasons of operational necessity or where there exists a public safety need. In addition, in order to qualify for outside employment under circumstances where the officer will be expected to exercise

police duties for the outside employer, or where the outside employment requires the possession of a firearm, the outside employer must provide to the Village a signed indemnification form prepared by the Village. Such indemnification form shall include the indemnification of the Village for any and all additional workers compensation or liability costs incurred by the Village, including attorney's fees, fairly associated with the officers' outside employment, to the fullest extent permitted by law.

SECTION 24

RESOLUTION OF IMPASSE

24.1 Impasse Resolution

The remedies for the resolution of any bargaining impasse, should any ever occur during the life of this contract or thereafter, shall be in accordance with the Illinois Public Labor Relations Act, as amended.

SECTION 25

EMPLOYEE AND OTHER STATUTORY RIGHTS

25.1 Bill of Rights

The Village agrees to abide by the lawful requirements of the "Uniform Peace Officers Disciplinary Act", Chapter 50, Sections 725/1 through 725/7 of the Illinois Compiled Statutes. Should an employee feel that the Village has violated the provisions of the "Peace Officers Bill of Rights", the employee may choose to file a grievance or an action in a court of law, but in no case may the employee do both. Should an employee disregard the provisions of this sub-section by filing both a grievance and court action, concerning a single matter, this sub-section shall be become null and void and be given no further effect or the life of the Agreement. The Village further agrees to abide by all applicable legal requirements under the Illinois Public Labor Relations Act concerning the right of employees to refuse to submit to investigatory interviews without Union representation where the employee reasonably fears that the interview might result in discipline, as discussed in such legal cases as State of Illinois and Morgan, 1 PERI, 2020 (1985).

25.2 Personnel Files

Employees shall have reasonable access to their individual personnel files upon prior approval of the Chief of Police, or designee, and may make a copy of file material upon payment of reasonable copying costs. Such access shall be limited to personnel documents which are, have been or are intended to be used in determining that employee's qualification for employment, promotion, transfer, additional compensation, discharge, or other disciplinary action, except that such right of access shall not involve access to materials listed in Section 40/10(a)-(g) of Chapter 820, of the Illinois Compiles Statutes, as that statute exists on the date of execution of this Agreement. This provision shall be in lieu of any present or future statutory provision pertaining to access to personnel records, and no such provision shall be applicable to bargaining unit employees. If such a provision is found to be applicable to bargaining unit employees, notwithstanding this language, this sub-section shall become null and void.

25.3 Military Leave

Military leave shall be granted in accordance with applicable law.

25.4 Access to Arbitration

The parties agree that an alleged violation of 25.2, or 25.3 of this Section may not be taken to arbitration under the grievance procedure, as provided in this Agreement, absent the specific written agreement of the Council and the Village.

SECTION 26

SAVINGS CLAUSE

26.1 Savings Clause

In the event any Section, sub-section or portion of this Agreement should be held invalid and unenforceable by the Illinois State Labor Relations Board or any court of competent jurisdiction, or change in any subsequently enacted Federal or State legislation which would prohibit or nullify a Section, sub-section, or portion of this Agreement, such decision or enactment shall apply to the specific Section, sub-section or portion thereof specified in the Board or court decision, or change in law, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, the parties shall, upon request of either party, commence good faith bargaining over possible replacement language for the invalidated Section, sub-section or portion of this Agreement. Notwithstanding any other provisions of this Agreement, the parties agree that the Village may take whatever reasonable steps are needed to comply with the provisions of the American with Disabilities Act.

SECTION 27

ENTIRE AGREEMENT

27.1 Entire and Complete Agreement

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term, unless expressly stated to the contrary herein. The Village and the Council, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, unless expressly stated to the contrary herein, except that the Union may demand impact or effects bargaining as provided by law and the Village may temporarily institute changes allowed under the contract which are subject to such impact or effects bargaining pending the outcome (as provided by law) of any such impact or effects bargaining. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

SECTION 28

DURATION

This Agreement shall be in effect as of November 1, 2009, and shall remain in effect until midnight, October 31, 2012. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date of the Agreement.

Executed this _____ day of December, 2009.

Illinois Fraternal Order
Of Police Labor Council/
FOP Lodge #202

Village of Glen Ellyn:

For FOP Labor Council

For the Village

For FOP Labor Council

For FOP Labor Council

Attachment "A"
Pay Step Schedule
Effective 11/01/09

Step No.	Annual Rate
Base	\$48,668.12 Starting pay
1	\$ 51,447.16 After 1 year
2	\$ 54,434.63 After 2 years
3	\$ 57,665.30 After 3 years
4	\$ 60,930.67 After 4 years
5	\$ 64,404.49 After 5 years
6	\$ 69,029.60 After 6 years
7	\$ 71,790.79 After 7 years
8	\$ 74,662.42 After 8 years

Attachment "B"
Pay Step Schedule
Effective 11/01/10

Step No.	Annual Rate
Base	\$ 49,844.83 Starting pay
1	\$ 52,733.34 After 1 year
2	\$ 55,795.50 After 2 years
3	\$ 59,106.93 After 3 years
4	\$ 62,453.94 After 4 years
5	\$ 66,014.60 After 5 years
6	\$ 70,755.34 After 6 years
7	\$ 73,585.56 After 7 years
8	\$ 76,528.98 After 8 years

Attachment "C"
Pay Step Schedule
Effective 11/01/11

Step No.	Annual Rate
Base	\$ 51,256.66 Starting Pay
1	\$ 54,183.51 After 1 year
2	\$ 57,329.87 After 2 years
3	\$ 60,732.37 After 3 years
4	\$ 64,171.42 After 4 years
5	\$ 67,830.00 After 5 years
6	\$ 72,701.11 After 6 years
7	\$ 75,609.16 After 7 years
8	\$ 78,633.52 After 8 years



To: President & Village Board
From: Steve Jones, Village Manager
Date: January 13, 2009
Re: Strategic Planning Goals

Background

At the December Village Board workshop; I presented the ranking results of the strategic planning retreat.

During the discussion there were several recommendations made to improve the format of the document and to provide additional information. I have amended the format in the following manner:

- a. Ownership of goals. Each goal has been assigned a primary and secondary "owner." Most initiatives involve the participation and collaboration of a number of individuals. I have attempted to identify those who will be most responsible for the coordination and completion of the goal. As we track these initiatives, these owners will be those who are most accountable for the completion of the tasks.
- b. Identification of completed tasks. Each goal or task that has been completed has been highlighted in red. This highlighting will be used to track completed goals as we monitor the progress of the plan into the future.
- c. Top five priorities – by subject area. As you know, we previously identified the top five goals within the routine/non-routine and short/long-term categories. Following a Village Board request, the top five priorities within each of these categories has also been carried forward to be included in the exhibit that ranks goals by general subject area.

Issues

The goals and priorities found in this document have already been established by the elected officials. The only step left is the official ratification that will allow us to communicate this effort.

Action Requested

Please review this list and be prepared for discussion. I will have the resolution adopting the list scheduled for the meeting of January 25.

Recommendation

Approval of the resolution and strategic planning goals.

Attachments

- Exhibit A - Supplemental Agenda Information.
- Exhibit B - Resolution adopting goals for the Village with attached top twenty list.
- Exhibit C - Entire goals list categorized by general subject area.

**Supplemental Agenda Information
Village of Glen Ellyn**

Agenda Item Supplemented by Commentary

- Pros & Cons
- X Strategic Action Goal
- X Downtown Strategic Plan Goal
- X Budget Impact/Return on Investment
- X Process Improvement
- Green Initiative
- X Communication Initiative
- X Safety/Liability/Risk Assessment
- Comparable Community Info
- Other

Comments:

Due to the breadth and scope of the strategic planning process, the adoption of this goals list clearly covers a wide range of areas that are viewed as important by the current Village Board. Elements of each of the above noted areas are addressed in the list of goals.

(B)

Resolution No. _____

**Resolution Adopting Goals for
The Village of Glen Ellyn**

Whereas, the Village of Glen Ellyn has undertaken a bi-annual strategic planning retreat intended to provide a broad vision of goals and tasks that will enhance the quality of life and governmental services provided to the community; and

Whereas, this planning effort included the collective intelligence of newly elected officials, outgoing elected officials, continuing elected officials and village management and

Whereas, after careful review the Village Board has conducted a ranking to determine the public policy priorities of the community; and

Whereas, this ranking has resulted in identification of the top twenty initiatives to be pursued during the current term of office of the Village Board, not necessarily exclusive of the others.

Now, therefore, be it resolved by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in the exercise of its home rule powers, that the attached list of goals be hereby adopted as priority initiatives.

Passed by the Village Board of the Village of Glen Ellyn, Illinois, this _____ day of

_____, 20_____.

Ayes:

Nays:

Absent:

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

Village President of the
Village of Glen Ellyn, Illinois

Attest:

Village Clerk of the
Village of Glen Ellyn, Illinois

Glen Ellyn Strategic Action Plan

(Planning session - 2009/Adopted - 2010)

Long-Term Routine

Rank	Top Five Long-Term Routine Strategic Goals (Ranked Order)
7.3	Seek public commitment/sharing of strategic plan
7.6	Target areas in the Village for re-development ... now, not later
14.0	Do a better job demonstrating our transparency to citizens and the community
16.4	Develop a long-term finance plan for operations and for capital in one document
17.0	Ethics is a long-term goal that's important in how we're perceived

Ownership of Goal	
Primary	Secondary (if any)
Village Manager	President & Village Board
P & D Director	EDC
President & Village Board	Management Team
Finance Director	-
President & Village Board	Village Manager

Long-Term Complex

Rank	Top Five Long-Term Complex Strategic Goals (Ranked Order)
2.4	Execute the approved/adopted Downtown Plan
6.0	Develop a marketing plan to go along with our vision of an aggressive economic development program
7.8	Resolve long-term funding challenges
8.3	Insure long-term viability of the Glen Ellyn Fire Company
8.7	Improve Village Gateways in conjunction with other plans and construction

Ownership of Goal	
Primary	Secondary (if any)
President & Village Board	Management Team
EDC	P & D Director
President & Village Board	Management Team
President & Village Board	Management Team
P & D Director	PW Director

Short-Term Routine

Rank	Top Five Short-Term Routine Strategic Goals (Ranked Order)
6.8	Resolve/make a final decision on an organizational structure for accountability and results in Economic Development
8.6	Come to a common understanding of what our "core services" are that we have to fund
11.8	Finish our emergency preparedness plan and conduct a bi-annual simulation
12.0	Restore trust, ethics and credibility in Village government/increase involvement maybe task forces
14.1	Monitor spending closely this year - "the year of the budget"

Ownership of Goal	
Primary	Secondary (if any)
President & Village Board	Village Manager
President & Village Board	Management Team
Police Chief	-
President & Village Board	Management Team
Village Manager	Management Team

Short-Term Complex

Rank	Top Five Short-Term Complex Strategic Goals (Ranked Order)
3.7	Complete Phase I study for downtown plan
13.3	Start looking at funding issues for local pension - get involved at the legislative level
13.5	Establish a policy for growth and re-development. How do we attract developers in a strategic way?
13.8	Work to support/pass County SSA for Fire and EMS
16.8	Undertake a thorough study of the various units of government that serve the village to seek efficiencies and "rationalize" current government service delivery models

Ownership of Goal	
Primary	Secondary (if any)
President & Village Board	DAC
President & Village Board	Management Team
EDC	P & D Director
President & Village Board	Management Team
President & Village Board	Finance Commission

**Glen Eilyn Strategic Plan
Elected Officials Rankings
Categorized by General Subject Area
(Planning session - 2009/Adopted - 2010)**

IMPROVED INFRASTRUCTURE, UTILITIES & PUBLIC FACILITIES		Top 5 Noted*
13.2	Implement cultural location improvements, e.g. golf clubhouse, boat house, etc.	Long-Term Complex
15.3	Completion of new or upgraded Village facilities according to priority plan	Long-Term Complex
21.7	Create and implement a viable plan to resolve Inflow and Infiltration Problems in the stormwater systems	Short-Term Complex

IMPROVED PUBLIC INFORMATION & PUBLIC RELATIONS		
7.3	Seek public commitment/sharing of strategic plan	Long-Term Routine
14	Do a better job demonstrating our transparency to citizens and the community	Long-Term Routine
24	Add a specific elected official e-mail link to website	Short-Term Routine
24.5	Post more information online - all reports, etc., we receive including the minutes	Short-Term Routine
25	Televise Board workshops/emphasize pro-active discussions	Short-Term Routine

ENHANCE ECONOMIC DEVELOPMENT & DOWNTOWN BUSINESS DISTRICT		
2.4	Execute the approved/adopted Downtown Plan	Long-Term Complex
3.7	Complete Phase I study for downtown plan	Short-Term Complex
6	Develop a marketing plan to go along with our vision of an aggressive economic development program	Long-Term Complex
6.8	Resolve/make a final decision on an organizational structure for accountability and results in Economic Development	Short-Term Routine
7.6	Target areas in the Village for re-development ... now, not later	Short-Term Routine
8.7	Improve Village Gateways in conjunction with other plans and construction	Long-Term Routine
8.9	Discuss possible incentives in the downtown plan	Long-Term Complex
12.1	Implement Five Corners and Roosevelt Road as we expand into our planning district	Long-Term Complex
13.5	Establish a policy for growth and re-development. How do we attract developers in a strategic way?	Short-Term Complex
14	Explore, support bold/stroke infrastructure ideas like RR grade separation, parking structure, etc.	Long-Term Complex
17.1	Conduct a Roosevelt Road Corridor Study	Short-Term Complex
18.3	Explore Village acquisition of property for Five Corners and downtown improvements; help take the lead	Long-Term Complex
18.6	Seize the opportunity for 5 Corner re-development possibility	Short-Term Complex
19.3	Complete downtown greenway	Long-Term Complex
22.7	Explore if we can bring C.O.D. activities downtown (e.g. business center)	Short-Term Complex

MAXIMIZE PUBLIC SAFETY		
8.3	Insure long-term viability of the Glen Eilyn Fire Company	Long-Term Complex
11.8	Finish our emergency preparedness plan and conduct a bi-annual simulation	Short-Term Routine
13.8	Work to support/pass County SSA for Fire and EMS	Short-Term Complex
18.6	Explore multi-family housing/living code	Long-Term Complex
19.6	Improve traffic flow and enforcement (1)	Short-Term Routine
24.2	Explore joint Fire Protection District with other departments	Long-Term Complex

IMPROVE QUALITY OF LIFE		
16.3	Develop a long-term environmental protection plan	Long-Term Complex
17.8	Develop a trail plan for the Village along with other transportation improvements, etc.	Long-Term Complex
22.8	Adopt and implement an Emerald Ash Borer plan	Short-Term Complex
26.7	Exploration/creation of housing development policies to assure housing mix in the Village	Short-Term Complex
31	Examine our role as it should be to help our residents who are struggling	Short-Term Routine
33.5	Have the Manor Woods bog plan resolved	Short-Term Complex

ENHANCE & STRENGTHEN FINANCES		
7.8	Resolve long-term funding challenges	Long-Term Complex
13.3	Start looking at funding issues for local pension - get involved at the legislative level	Short-Term Complex
14.1	Monitor spending closely this year - "the year of the budget"	2
15.3	Seek alternative funding sources - review fees	Short-Term Routine
16.4	Develop a long-term finance plan for operations and for capital in one document	3
18.6	Using outside expertise and help, pursue funding possibilities like RTA, Metra	Short-Term Complex
19.1	Maximize non-golf revenue opportunities at the Village Links Golf Club/Keep the Village Links Golf Club profitable	Short-Term Complex
24.3	Hold discussion on should we explore endowments for some programs?	Long-Term Complex
24.5	Form a Finance Commission	Short-Term Routine

IMPROVE VILLAGE GOVERNMENT & PERFORMANCE		
8.6	Come to a common understanding of what our "core services" are that we have to fund (2)	Short-Term Routine
12	Restore trust, ethics and credibility in Village government/increase involvement maybe task forces*	2
14.7	Develop a long-term technology plan for the Village	4
16.6	Work on a mission/vision statement creation project	Long-Term Complex
16.7	Continue to find fast-track methods to issue permits/approve recurring events/Streamline business processes in the Village	Short-Term Routine
16.8	Establish/firm the tenure and security of the current Village Manager	Short-Term Routine
16.8	Thorough study of the various units of government that serve the village to seek efficiencies and "rationalize" current govt service delivery	Short-Term Routine
17	Ethics is a long-term goal that's important in how we're perceived	Short-Term Complex
17.1	Institute performance measures and tracking methods and reports	Long-Term Routine
17.7	Conduct Village-wide community attitude survey	Short-Term Routine
18.1	Adopt a robust code of ethics/rules of purpose, code of conduct for all	Short-Term Complex
19	Expand our multi-board/multi-jurisdiction interactions and planning	Short-Term Routine
19.3	Establish Village as a "driver" of our community and work with all governmental units and delivery of social services	Short-Term Complex
20.2	Resolve jurisdictional and regulatory issues with C.O.D.	Long-Term Complex
21.2	Don't let legal tail wag the village dog	Short-Term Complex
22	Revisit our use of G.I.S. in the Village; develop a good plan for expanded use, etc.	Long-Term Routine
24	Explore/adopt a system to permit meeting participation via telephone (including Board meetings)	Long-Term Complex
27	Implement a Customer Service Training Program: employees must become laser focused on customer service focus and orientation	Short-Term Routine

UPDATES CODES & POLICIES

16.3	Complete a sign code update	Short-Term Routine
19.1	Establish contractor licensing regulations	Long-Term Routine
19.4	Implementation of adopted mixed housing development policies	Long-Term Complex
20.5	Explore storm water management code changes	Long-Term Complex
24.3	Adoption of design codes to promote environmental construction	Long-Term Complex
25	Implement the TPO	Long-Term Complex
26	Implement a new business registration process/code implementation	Short-Term Routine
29.2	Adopt property maintenance ordinance for commercial for now (maybe residential in the future)	Short-Term Complex

EXPAND VILLAGE BOUNDARIES

16.6	Pursue eventual Village boundaries	Long-Term Complex
22	Actively pursue annexations to help control developments and develop a timetable	Long-Term Complex
22.1	Hold a "current and future boundary forum" - while examining the cost benefit, etc., of annexations	Short-Term Complex

* Items highlighted represent the top five priorities in the following categories: long-term complex, long-term routine, short-term complex & short-term routine.
 NOTE: Items highlighted in red have been completed.