

Agenda
Village of Glen Ellyn
Village Board Meeting
Monday, April 23, 2012
8:00 p.m. – Galligan Board Room

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Village Recognition:
 - A. Police Chief Norton received a letter from a citizen thanking the Department for coming to her aid after losing her wallet in the Jewel parking lot. She also thanked all the officers for making a difference every day.
 - B. Police Sergeant Smith received a note of thanks for attending the P.P.W. Condo Board Meeting and providing excellent ideas after listening to their concerns.
 - C. Police Detective Monson received a letter of appreciation for attending the P.P.W. Condo Board Meeting, listening to their concerns and providing wise advice.
 - D. Police Chief Norton received a letter of sincere thanks from the Wheaton Police Department for the assistance provided by members of the Glen Ellyn Police Department while answering a call involving a domestic situation. This resulted in a two week old baby being placed in its proper care.
 - E. The Village accepts the resignation of J. Randall Parker from the Finance Commission and thanks him for his service to the Village.
 - F. The Village Board and Management Team congratulates the following employees who recently celebrated an anniversary as a Village employee:

Susan Barbeau	Finance	5 years
Debbie Clewlow	Administration	10 years
Jodi Hefler	Administration	10 years
Lawrence Milhaupt	Public Works	15 years
Richard Perez	Police	25 years
5. Audience Participation
 - A. Proclamation in recognition of Arbor Day.

B. Open:

Members of the public are welcome to speak to any item *not* specifically listed on tonight's agenda for up to three minutes. For those items which are on tonight's agenda, the public will have the opportunity to comment at the time the item is discussed. In either case, please complete the Audience Participation form and turn it in to the Village Clerk.

6. Consent Agenda

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

A. Total Expenditures (Payroll and Vouchers) - \$1,116,666.15.

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

B. Motion to approve the recommendation of Village President Pfefferman that Theodore Skirvin be appointed as the Chairman of the Finance Commission for a term ending in December, 2012.

C. Motion to waive Section 8-1-12 (Merchandise on the Street), Section 4-5-9 (Special Event Signs) and Chapter 3-23 (Peddlers) of the Village Code for the Glen Ellyn Chamber of Commerce's seasonal Farmers' Market. The Farmers' Market will be held on the south end of the Main Street parking lot from 8:00 a.m. to 1:00 p.m. each Friday from May 25 through October 26, 2012. *(Assistant to the Village Manager Schrader)*

D. Ordinance No. 6024-VC, an Ordinance Amending the Village Code and Granting Administrative Approval Authority to the Village Manager to Allow Promotional and Community Events for Which the Village Board has Previously Granted Approval of a Code Waiver. *(Assistant to the Village Manager Schrader)*

E. Motion to approve changes to the Village's Façade and Downtown Interior Improvements grant program guidelines and applications. *(Planning and Development Director Hulseberg)*

F. Motion to approve a License Agreement to Allow Tables and Chairs in the public right-of-way for Starbucks at 536 Crescent Boulevard. *(Planning and Development Director Hulseberg)*

G. Motion to approve a Façade Improvement Grant for Jay Gilbert for the property located at 479 N. Main Street *(Planning and Development Director Hulseberg)*

H. Motion to approve award of a contract to MDS Technologies, Inc., for traffic sign geo-locating, inventoring and retroreflectivity assessment associated with the Comprehensive Traffic Signs Inventory Project, in the amount of \$30,000.00, to be expensed to the FY11/12 General Fund. *(Public Works Director Hansen)*

- I. Motion to waive competitive bidding and accept the proposal by Altec Industries of Birmingham, Alabama for one 2012 Ford F-550 aerial bucket truck at a cost of \$82,993.00 to be expensed to the FY11/12 Equipment Services Fund. *(Public Works Director Hansen)*
 - J. Motion to approve the purchase of two vehicles to include one 2012 Ford Expedition police patrol vehicle through the State of Illinois Joint Purchasing Program from Bob Ridings of Taylorville, Illinois, at a cost of \$28,219.00, and one 2012 Chevrolet Impala police patrol vehicle through the State of Illinois Joint Purchasing Program from Green Chevrolet of Jacksonville, Illinois, at a cost of \$20,077.95, to be expensed to the FY12/13 Equipment Services Fund. *(Public Works Director Hansen)*
 - K. Motion to waive competitive bidding and approve a proposal from Peterson and Matz Inc. of Elgin, Illinois for rehabbing and upgrading the chlorination equipment at NPAS in the not-to-exceed amount of \$22,000.00, to be expensed to the FY11/12 Water & Sanitary Sewer Fund. *(Public Works Director Hansen)*
 - L. Motion to approve award of a competitively bid contract for the FY12/13 Concrete Spot Repair Program to Mondi Construction, Inc. of West Chicago, IL. In the not-to-exceed amount of \$45,000.00 to be expensed to the FY12/13 Water & Sanitary Sewer Fund. *(Public Works Director Hansen)*
7. Ordinance No. 6025, An Ordinance Approving a Variation from the Front Yard Setback Requirements of the Zoning Code to Allow a New Single Family Residence for Property at 662 Oak Street. *(Trustee Cooper)*
- Planning and Development Director Staci Hulseberg will present information on a request by Patrice and David Menzel for a variation from the Glen Ellyn Zoning Code Section 10-4-8(D)1 minimum required front yard setback of 50 feet.
8. Ordinance No. 6026, An Ordinance Adopting the Annual Village of Glen Ellyn Expenditure Budget in the net amount of \$43,494,150 including the compensation plan for the Fiscal Year 2012/13 beginning May 1, 2012 and ending April 30, 2013. *(Trustee McGinley)*
- Finance Director Kevin Wachtel will present information on the proposed Village budget for Fiscal Year 2012/13. The expenditure budget consists of a total of 14 individual funds, each having a specific purpose, totaling \$43.5 million in aggregate. In comparison to last year's Fiscal Year 2011/12 net budget of \$39.8 million, this represents an increase of \$3.7 million or 9.3%, which includes an increase of \$2.7 million in capital spending. Once completed, final copies of the adopted budget will be available for public review at the Civic Center, Glen Ellyn Public Library, and online at www.glenellyn.org.
9. A motion that the Village President, Clerk and other officials be authorized to execute an agreement to purchase 460-478 Duane Street for the sum of \$445,000.00, with funds for that purchase and some additional construction costs being transferred to the Village under

a Commuter Facility Improvement Funding Agreement, the execution of which is also authorized, including the terms and conditions for the transfer of the Duane Street property to the CRD or Metra, and the operation of a parking lot by the Village pursuant to a Commuter Facility Improvement Funding Agreement, the execution of which is also authorized. Under the latter agreement, the Village will receive funds from Metra in an amount of \$780,000.00. The execution of these agreements is also made subject to the final approval of documents by the Village Attorney. (*Trustee Cooper*)

Planning and Development Director Staci Hulseberg will present information on an agreement to purchase property located at 460-478 Duane Street.

10. Planning and Development Director Hulseberg will lead a review and discussion of a draft Request for Proposals for the former Marathon gas station property at 825 N. Main Street. The Village purchased the property in early 2011, and since that time, has been working to prepare the property for potential sale and redevelopment.
11. Reminders:
 - The next Regular Village Board Meeting is scheduled for Monday, May 14, 2012, with the Workshop beginning at 7:00 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. Adjournment

A-5a



VILLAGE OF GLEN ELLYN

Proclamation

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

WHEREAS, the Village of Glen Ellyn has been recognized as a Tree City USA for 28 consecutive years and desires to continue its tree planting traditions; and

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

NOW, THEREFORE, I, MARK PFEFFERMAN, President of the Village of Glen Ellyn, Illinois, do hereby proclaim Friday, April 27, 2012, as Arbor Day in the Village of Glen Ellyn and urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

Village President

attest:

Village Clerk

Date

cc KRISTEN



March 22, 2012

Village President Mark Pfefferman
535 Duane St
Glen Ellyn, IL 60137

Dear Tree City USA Supporter,

The Arbor Day Foundation congratulates Glen Ellyn on being named a Tree City USA® community and for achieving a Growth Award for 2011. Residents of Glen Ellyn should take pride in the fact that they live in a community that makes it a priority to plant and nurture trees.

You already know that trees are a vital component of the infrastructure in cities and towns, providing environmental, economical and health benefits for your citizens. In fact, trees are a rare component of a community's infrastructure in that they actually increase in value and service over time from a modest investment.

Enclosed is a press release for your convenience as you prepare to contact your local media outlets to share this commendable achievement with the public. We hope you are excited to share the significance of this accomplishment. If you wish to receive this press release in electronic form, please email Randy Gordon, Public Relations Manager of the Foundation at programs@arborday.org. We will send it to you within one business day.

The Tree City USA program is sponsored in cooperation with the National Association of State Foresters and the USDA Forest Service. Today, more than 3,400 cities and towns have been recognized as a Tree City USA community. State foresters are responsible for the presentation of the Tree City USA flag and other materials. We will forward your awards to Reinee Hildebrandt in your state forester's office. They will be coordinating the presentation with you. It would be especially appropriate to make the Tree City USA award a part of your Arbor Day ceremony.

Again, we celebrate your diligence in improving the quality of life for the citizens of Glen Ellyn and thank you for creating a healthier, more sustainable world for us all.

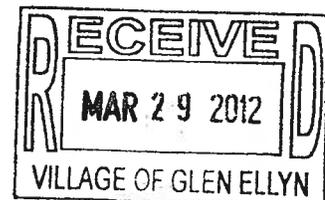
Best Regards,

A handwritten signature in cursive script that reads "John Rosenow".

John Rosenow
Chief Executive

cc: Peggy Drescher

enclosure



For more information,
contact Randy Gordon,
Program Manager, at programs@arborday.org
or call 888-448-7337.

NEWS FROM



FOR IMMEDIATE RELEASE:

Arbor Day Foundation Honors Glen Ellyn with Tree City USA Recognition, Growth Award

Glen Ellyn, Illinois, was recognized by the nonprofit Arbor Day Foundation as a Tree City USA community for its commitment to urban forestry.

It is the 28th year Glen Ellyn has earned this national recognition.

Glen Ellyn also received a Tree City USA Growth Award for demonstrating progress in its community forestry program.

The prestigious Growth Award honors environmental improvement and higher levels of tree care in Tree City USA communities.

The Tree City USA program is sponsored by the Arbor Day Foundation in cooperation with the National Association of State Foresters and the USDA Forest Service.

Glen Ellyn has met the four standards to become a Tree City USA community. Tree City USA communities must have a tree board or department, a tree care ordinance, a comprehensive community forestry program with annual expenditures of at least \$2 per capita and an Arbor Day observance and proclamation.

"Communities that are honored with a Tree City USA designation and a Growth Award make a strong commitment to planting and caring for trees, and we applaud their efforts," said John Rosenow, chief executive and founder of the Arbor Day Foundation. "We also commend a community's elected officials, volunteers and its citizens for providing needed care for its trees. They recognize that trees provide numerous environmental, economical and health benefits for the community every day."

More information about Tree City USA can be found at www.arborday.org/TreeCityUSA.

About the Arbor Day Foundation

The Arbor Day Foundation is a nonprofit, environmental and education organization of more than one million members, with a mission to inspire people to plant, nurture, and celebrate trees. More information on the Foundation and its programs can be found at www.arborday.org.



A-6C

DRAFT

April 24, 2012

Ms. Georgia Koch, Executive Director
Mr. Mike Formento, Executive Director
Glen Ellyn Chamber of Commerce
800 Roosevelt Road, Building D, Suite 108
Glen Ellyn, IL 60137

Civic Center
535 Duane Street
Glen Ellyn, IL 60137

Administration
630-469-5000
Fax 630-469-8849

Finance
630-547-5235
Fax 630-469-1757

Planning and Development
630-547-5250
Fax 630-547-5370

Police
630-469-1187
Fax 630-469-1861

Public Works
30 South Lambert Road
Glen Ellyn, IL 60137
630-469-6756
Fax 630-469-3128

The Village Links and Recreation
485 Winchell Way
Glen Ellyn, IL 60137
630-469-8180
Fax 630-469-8580

www.glenellyn.org
www.villagelinksgolf.com

Re: 2012 Farmers' Market Management by Bensidoun, USA, Inc.

Dear Ms. Koch and Mr. Formento:

This letter is to confirm action taken at the Village Board meeting on Monday, April 23, 2012 regarding the 2012 Farmers' Market scheduled for Fridays between May 25 and October 26, 2012 as described in your attached letter dated April 3, 2012. The Village Board approved your requests with some conditions, and also temporarily waived the pertinent sections of the Village Code. The formal approval by the Village Board provides for the following:

1. Approval of the use of the southern section of the Main Street parking lot on Fridays from 8 a.m. to 1 p.m. from May 25 to October 26, 2012. Chapter 3-23 regarding peddlers, Section 8-1-12 concerning the display and sale of merchandise on public ways and Section 4-5-9 concerning special event signs, have been waived for the Main Street parking lot during the days and times of the Farmers' Market.
2. Signs must be installed directing traffic to exit the Main Street lot via Glenwood Avenue. This should be coordinated with the Police Department (630-469-1187) and the Public Works Department (630-469-6756).
3. Village Code prohibits overnight parking in the southern two-thirds of the Main Street parking lot. The Police will again heighten early morning enforcement of the area to ensure necessary stalls remain clear. The Public Works Department will also provide barricades for use by Bensidoun USA at several Main Street lot entrances and exits. Barricades must be removed by Bensidoun USA at 1:00 p.m. each Friday.
4. Signs will be permitted in the right-of-way locations you have traditionally utilized. Off-premise advertising on private property will not be permitted.
5. The Public Works Department will provide a spigot behind the Flower Clock for water access each Friday before the start of the Farmer's Market. Bensidoun USA is responsible for monitoring spigot use during the duration of each Farmer's Market and Public Works will be responsible for the spigot

removal after 1:00 p.m.

6. Evidence of insurance, in the amount of \$2 million listing the Village as additionally insured, must be presented to Assistant to the Village Manager – HR Danamarie Izzo by Friday, May 11, 2012.

Copies of your letter, together with this reply, will be furnished to appropriate staff members so that necessary arrangements can be made to carry out the requests of the Chamber. If you have any questions, please contact the appropriate Village personnel.

Sincerely,

Mark Franz
Village Manager

cc: Staci Hulseberg, Planning and Development Director
Phil Norton, Police Chief
Julius Hansen, Public Works Director
Dave Buckley, Assistant Public Works Director
Bill Holmer, Deputy Police Chief
Danamarie Izzo, Assistant to the Village Manager – HR
Patti Underhill, Administrative Services Coordinator

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"connecting business with the greater community"

Andrew



April 3, 2012

Mr. Mark Franz
Village Manager
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137

Re: 2012 Farmer's Market Management by Bensidoun, USA, Inc.

Dear Mr. Franz;

The Glen Ellyn Chamber of Commerce respectfully requests that the Village of Glen Ellyn allow Bensidoun USA, Inc. to manage the Glen Ellyn Farmer's Market for the Glen Ellyn Chamber of Commerce. We appreciate the Village of Glen Ellyn's support of this event.

Signage: The Chamber requests permission to allow Bensidoun USA, Inc. representatives to display a temporary sign in the public right of way at the Main Street Parking lot exit (which serves as a temporary entrance to the Farmer's Market) to direct community members and visitors. As per the Village of Glen Ellyn Sign Code, section 4-5-0: Special Event Signs, letter D, the sign shall not exceed a maximum height of three feet. The Chamber requests permission to allow Bensidoun USA, Inc. representatives to display the sign during the Farmer's Market, from 8:00 a.m. to 1:00 p.m. each Friday.

Location: The Chamber requests permission to hold the event in the southern section of the Main Street parking lot south of the tracks and adjacent to Giesche Shoe Store.

Time: Bensidoun USA, Inc. has requested that the market begin on Friday, May 25, 2012 and will continue each Friday, from May 27 – Oct. 26, 2011, from 8 a.m. to 1 p.m.

Parking: We request the appropriate posting of signs by the Village to insure that parking spaces in the south section of the Main Street lot are vacated by 5 a.m. on Friday mornings. We hope to avoid parking violations that frequently occur during the first few weeks of the market, disrupting vendors and endangering pedestrians. We appreciate the Glen Ellyn Police Department's efforts in locating and contacting parking offenders.

To insure further pedestrian safety, we request that the Village provide barricades to be placed by Bensidoun USA, Inc. representatives at the exit to the parking lot next to Giesche Shoe Store to block the entrance off Main Street as well as barricades to block vehicle access at the west end of the market. Bensidoun USA, Inc. representatives will place the barricades the morning of the market and remove them after 1:00 p.m.

Advertising: Bensidoun USA, Inc. and the Chamber will participate in the advertising of the Farmer's Market.

Traffic Flow: Cars may enter the Main Street parking lot off of Main Street and exit onto Glenwood Avenue.

Insurance: Bensidoun USA, Inc. will provide appropriate insurance coverage to the Chamber and the Village of Glen Ellyn. In addition, all vendors will provide a certificate of insurance naming the Village of Glen Ellyn and the Chamber of Commerce as additional insured.

Product: A variety of farm-grown produce, cut and potted herbs and flowers, hand-made soap, candles, honey, vinegars, garlic and home-baked goods will be available (produce is less abundant in May, but becomes more abundant as the Midwestern growing season progresses). Non-agricultural product vendors will be included to better utilize the space. Bensidoun USA, Inc. will also provide space for service organizations to conduct product sales, disseminate information and promote their events, including the Glen Ellyn Chamber of Commerce, Glen Ellyn Historical Society, Scouting organizations, and other local not-for-profit agencies.

As always, we thank you for your support in presenting the Glen Ellyn Farmer's Market, which brings distinction to our community and entices shoppers to our central business district. We appreciate the tremendous cooperation shown by the Village and the Police and Public Works Departments. Please contact us if you have any questions regarding this request.

Sincerely,

Georgia & Mike

Georgia Koch & Mike Formento
Executive Directors

Cc: Sebastian Bensidoun, Bensidoun USA, Inc.

A-6d

MEMORANDUM

TO: Mark Franz, Village Manager *MF*
FROM: Kristen Schrader, Assistant to the Village Manager – ADM *KS*
DATE: April 16, 2012
RE: Waivers to the Village Code



Background

From time to time, the Village Board has waived the provisions of the Village Code to allow organizations and businesses to hold certain community and promotional events. For example, over the past few years, the Board has waived codes to allow the Taste of Glen Ellyn, Sidewalk Sale, Holiday Walk and Recycling Extravaganza events, among many others.

In February 2009 the Village Board approved an amendment to the Village Code (1-1-6) granting administrative approval authority to the Planning and Development Director to allow promotional events (held on private property) for which the Village Board had previously granted approval of a code waiver. This amendment did not apply to any events that take place on public property, such as the Sidewalk Sale and Taste of Glen Ellyn. Therefore, these types of larger community events still require review by the Village Board.

Issues

In order to more efficiently process these public property event requests, Village Staff is recommending that the Village Board amend the Village Code to allow events that are in substantial conformance with an event previously approved by the Village Board to be allowed with the administrative approval of the Village Manager or his/her designee. Adoption of the proposed amendment would simplify and shorten the length of the review process for an applicant. It would also eliminate the need for the applicant to attend a Village Board meeting. The proposed amendment to the Village Code is as follows:

1-1-6: WAIVERS TO THE VILLAGE CODE:

Where an application is made and the required fee set forth in section 4-1-4 of this code has been paid, the village board may grant waivers and/or variations from the provisions within this code by motion, except where state statute or this code requires a different or more formal procedure.

If the village board has previously granted ~~such~~ **waivers to the Village Code or Zoning Code for a special promotional or community event, the Village Manager or his/her designee, a waiver and/or variation to the provisions of the zoning code and/or sign code for a promotional event, the planning and development director** shall have the authority to administratively approve such subsequent events ~~without the payment of a fee provided that the event is held~~ in substantial conformance with the event for which the previous ~~waiver~~

~~and/or variation was~~ **waivers were granted, and a previous waivers** ~~and/or variation was~~ **were granted** within three (3) years of the date of the proposed event ~~and the subject event is held entirely on private property.~~ **The Village Manager or his/her designee may impose any conditions deemed appropriate for the safe and efficient conduct of the special event. The planning and development director shall have the authority to grant such an approval no more than twice in a calendar year for the same property. If a request is made to hold more than two (2) such events in any one calendar year, the request must either be reconsidered by the village board in the same manner as required for an initial application or, if applicable, the applicant may petition the village for approval of a special use permit. Notwithstanding anything in this section to the contrary, the planning and development director **the Village Manager or his/her designee may** ~~shall, for any good cause shown, have the right to refer a request for administrative approval of a promotional event to the village board of trustees for consideration. If the request is forwarded to the village board, the applicant shall be required to pay the applicable fee for consideration of a waiver and/or variation to this code set forth in section 4-1-4 of this code. Any request for administrative or Village Board waiver under this section shall be subject to fees specified in Section 4-1-4 of this Code. (Ord. 5736, 2-23-2009)~~**

Action Requested

Attached for consideration at the April 23, 2012 Village Board meeting please find an Ordinance amending the Village Code and granting administrative approval authority to the Village Manager to allow promotional and community events for which the Village Board has previously granted approval of a code waiver.

Attachments

- Ordinance

cc: Julius Hansen, Public Works Director
Staci Hulseberg, Planning and Development Director
Phil Norton, Police Chief
Danamarie Izzo, Assistant to the Village Manager – HR

Village Of Glen Ellyn

Ordinance No. _____ - VC

**An Ordinance Amending the Village Code and
Granting Administrative Approval Authority to the Village Manager
to Allow Promotional and Community Events for Which the Village Board has Previously
Granted Approval of a Code Waiver
Glen Ellyn, IL 60137**

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

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

Ordinance No. _____ - VC

**An Ordinance Amending the Village Code and
Granting Administrative Approval Authority to the Village Manager
to Allow Promotional Events for Which the Village Board has Previously Granted
Approval of a Code Waiver
Glen Ellyn, IL 60137**

Whereas, from time to time, in accordance with Section 1-1-6 of the Glen Ellyn Village Code, the Village President and Board of Trustees have granted waivers and/or variations from the provisions of the Code to allow certain promotional events; and

Whereas, in some cases, these waivers and/or variations have been granted on multiple occasions for the same properties and/or events; and

Whereas, in order to reduce the time required by both the applicant and Village in processing such a request, the Village President and Board of Trustees believe that it is in the best interest of the Village to allow promotional events that are in substantial conformance with an event previously approved by the Village Board to be allowed with the administrative approval of the Village Manager.

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

Section One: Section 1-1-6 of the Village Code is hereby amended to read as follows:

1-1-6: **WAIVERS TO THE VILLAGE CODE:** Where an application is made and the required fee set forth in Title 4 Section 4-1-4 of the Village Code has been paid, the Village Board may grant waivers and/or variations from the provisions within this Code by motion, except where State statute or this Code requires a different more formal procedure.

If the village board has previously granted waivers to the Village Code or Zoning Code for a special promotional or community event, the Village Manager or his/her designee, shall have the authority to administratively approve such subsequent events provided that the event is in substantial conformance with the event for which the previous waivers were granted, and previous waivers were granted within three (3) years of the date of the proposed event. The Village Manager or his/her designee may impose any conditions deemed appropriate for the safe and efficient conduct of the special event. Notwithstanding anything in this section to the

contrary, the Village Manager or his/her designee may refer a request for administrative approval of a promotional event to the village board of trustees for consideration. Any request for administrative or Village Board waiver under this section shall be subject to fees specified in Section 4-1-4 of this Code.

Section Two: This Ordinance shall be in full force and effect from and after the 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 _____.)

A-6E

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Hulseberg, Planning and Development Director
Michael Strong, Planning Intern

DATE: April 16, 2012

FOR: April 23, 2012 Village Board Meeting

RE: Village Grants Program – Final Revisions to Applications



Background. The purpose of this memorandum is to present the revisions made to the applications for the Village-wide façade and downtown interior improvement grant programs. These revisions reflect the feedback received from the Village Board and subsequent discussions at the management level.

Issues. The comments received at the February 27, 2012 Village Board workshop have been incorporated into the attached applications. Management staff is recommending that awnings continue to be an eligible improvement as the associated expense is relatively small and assistance with this item is perceived by businesses to create a welcome and friendly environment. We recently spoke with an incoming business who indicated that they made their decision to locate in Glen Ellyn, in part, based on the availability of grant funds, in particular for awnings. The Village wants to remain competitive in being able to draw new businesses to Glen Ellyn.

Recommendation. It is recommended that the Village Board approve the final revisions that have been made to the grant applications.

Action Requested. The Village Board is requested to review and approve the revisions to the grant programs during the Village Board Meeting scheduled for Monday, April 23, 2012.

Attachments.

- Copy of Memorandum dated February 21, 2012
- Façade Improvement Grant Application Packet dated April 10, 2012
- Downtown Interior Improvement Grant Application Packet dated April 10, 2012
- Façade Improvement Grant Application Packet with Redline Edits
- Downtown Interior Improvement Grant with Redline Edits

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Hulseberg, Planning and Development Director
Michele Stegall, Village Planner
Michael Strong, Planning Intern

DATE: February 21, 2012

RE: Village Grant Programs Update



Background. The purpose of this memorandum is to present proposed revisions to the Village-wide façade and downtown interior improvement grant programs based on the recent feedback received by the Village Board. The goal of these revisions is to enhance the impact of grant funds that are available through the two programs. The proposed revisions are subject to further discussion and Village Board feedback.

Issues. On January 13, 2012, the planning staff forwarded a memorandum to the Village Board requesting feedback or comments on the Village's grant programs. This memorandum was sent to solicit feedback from the Board on the direction of the grant programs and potential revisions since the administrative transition of the programs to the Village on May 1. Comments were received from Trustee McGinley and Trustee Hartweg. A summary of their comments is below.

- The interior grant should be available for improvements that only include walls, ceilings, floors and life safety upgrades.
- Awnings should be removed from eligible reimbursements for the façade improvement grant.
- The listing of desirable retailers should be removed from the Downtown Interior Improvement Grant application.
- All uses of grant funding for signage should be removed from both applications.
- A formal business plan should accompany the grant application. This would demonstrate a business' investment in the community and verify their efficacy.
- A "but for" standard in granting funds to eligible businesses should be highlighted. In addition, an applicant should submit information related to how the improvements will improve their business and benefit the Village.
- The use of funds, in either program, should meet the major goals of the programs which would be improvements that enhance appearance and that make the space more sustainable for business.

In response to these suggestions, Village staff has made some proposed amendments to the applications. A summary of these changes is below.

- The listing of desirable retailers has been removed from the Downtown Interior Improvement Grant application.

- A “but for” standard/statement has been included in the eligible improvements section and the application.
- Permanent fixtures, display window enhancements, interior lighting, and signage have been removed from the eligible list of improvements under the Downtown Interior Improvement grant program.
- Awnings and signage have been removed as eligible uses for the Façade Improvement grant program.
- Staff has redefined kitchen equipment uses within the eligible list of improvements for the Downtown Interior Improvement grant program.
- Narrative requirements have been updated on both grant applications to require businesses to submit information on how the project will improve the business and benefit the Village. The application also asks petitioners to explain any unusual or unexpected difficulties that will be faced in completing the work.
- Hard surface materials for exterior retail space have been included in the eligible improvements section for the Downtown Interior Improvement grant program. This is a staff suggestion to allow improvements for uses such as an outdoor patio.

Although a suggestion was made to require the submission of a formal business plan, staff has not made this change in the proposed updated applications. A business plan was an application requirement before the Village took over the grant programs. Although Village staff agrees that this information can be useful, the Department lacks formal expertise in evaluating a business plan. Additionally, such information was previously found to be cumbersome for applicants, and a good business plan does not guarantee a successful business. Also, improvements that are made to a building through these programs stay with the property and therefore continue to be a benefit for future businesses. In lieu of requesting a formal business plan, staff is suggesting that applicants submit a business description, information about how the improvements will enhance their business, market research and where they expect to draw customers from, which are some of the basic elements of a business plan.

Recommendation. Village staff has attempted to incorporate the comments submitted by Trustees and include amendments that will more directly coincide with the stated purpose of the programs by providing funding to projects that propose substantial improvements that would not otherwise be made without the grant funding.

Action Requested. The Village Board is requested to review and discuss the proposed changes to the grant programs during the Village Board Workshop scheduled for Monday, February 27, 2012.

Attachments.

- Commercial Façade Improvement Grant Program Application Packet updated February 7, 2012
- Downtown Interior Improvement Grant Program Application Packet updated February 7, 2012



VILLAGE OF GLEN ELLYN

Commercial Façade Improvement Grant Program Application Packet

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

VILLAGE OF GLEN ELLYN

Commercial Façade Improvement Grant Program

As of 4/10/2012

Purpose

The Village of Glen Ellyn recognizes the positive impact that individual facade improvements can have on the overall appearance, quality and vitality of the Village's commercial districts. The Commercial Façade Improvement Grant Program was created to facilitate the private sector in making these desired exterior improvements. The Village Board reserves the sole right to amend, modify, add, or delete any part or subpart of this program.

Assistance Available

Approved projects are eligible to receive reimbursement after project completion in the form of a matching grant of up to 50 percent of the actual improvement costs up to a maximum grant of \$15,000.

Eligibility Requirements

Existing structures currently zoned commercial and in current commercial use or planned for commercial use within the corporate limits of the Village of Glen Ellyn are eligible for the grant. The exterior of the property must meet all Village of Glen Ellyn Codes and Ordinances. In the event that a violation is present, correction of the violation must be made prior to disbursement of grant monies.

Eligible applicants include the owner of a commercial building or the owner of a commercial business. All applications must be signed by the property owner to indicate consent for the proposed improvements.

All grant recipients are required to publicly display the Village of Glen Ellyn Grant Award Certificate in a conspicuous location in the building for a period of one year from the date grant funds are dispersed.

Financial assistance is available to business owners or property owners, for no more than \$15,000 every 3 years, per building.

The determination of eligibility and priority for assistance is at the discretion of the Village Board and is subject to funds availability. The Village Board may approve grants of less than a 50% match.

Eligible Improvements

The primary goal of the Village of Glen Ellyn Commercial Façade Improvement Grant Program is to achieve significant visual improvements in commercial facade appearance. Improvements that otherwise would be substantially difficult to undertake "but for" the grant assistance may be looked at more favorably. The determination of eligibility and priority for assistance is at the discretion of the Village Board.

Work which qualifies for assistance includes improvements to the exterior of a building which are visible from the public right-of-way. Applicants must plan to install at least \$1,000 of material improvements (excluding installation) to qualify. Work must be completed within one year of receiving the grant award. The list of qualifying exterior improvements appears below.

Eligible Uses

- Significant Facade repair and treatment
- New window systems or frame replacement and repair (excluding broken glass)
- Exterior Doors
- Awnings (without signage)
- Exterior lighting
- Restoration of original architectural features
- Exterior building materials for building additions
- Other permanent exterior improvements to property consistent with the architectural integrity of the building and the Village's *Appearance Review Guidelines*

Ineligible Uses

- Working capital
- Property acquisition
- Equipment or inventory acquisition
- Refinancing of existing debt or private funding
- Interior remodeling
- Sprinkler systems
- Resurfacing of parking lots
- Replacement of private sidewalks
- Architectural design fees or other plan preparation costs
- Building permits and related costs
- Signage of any kind
- Landscaping of any kind

The Village of Glen Ellyn is not obligated to reimburse any approved application for reimbursement after one year from the date of the original approval of the grant application or exterior appearance, whichever date is later. Written requests for time extensions can be considered by the Planning and Development Director.

Design Evaluation

Design evaluation and approval will be handled by the Village of Glen Ellyn. This process may require the applicant to undergo exterior appearance review by the Architectural Review Commission if required by the Village Appearance Review Guidelines.

Application Requirements

Required Submittals with Application:

1. Current digital photos of all building facades visible from the public right of way which will receive improvements
2. A schematic drawing with enough detail to depict the proposed improvements
3. Signed vendor contract(s) with detailed costs for each proposed improvement
4. Consent from the building owner for proposed improvements, by signature on the attached form
5. Completed IRS Form W-9 Request for Taxpayer Identification Number and Certification
6. Projected sales tax* and/or property tax for the three years following the completion of the improvements covered by the grant.
7. A narrative as outlined below:

- a. Description of proposed façade work including information about the proposed building materials and methodology for proposed changes.
- b. Description of your business and the related industry.
- c. Features and advantages of your product and how improvements sought will improve the business and/or Village.
- d. Credentials and experience of business owner.
- e. Any unusual or expected difficulties or hardships in making the proposed improvements.

**Please note that if you are awarded a grant, you must submit actual sales tax receipts for the three consecutive years following the completion of the improvements. The actual sales tax receipts from the State of Illinois of the prior calendar year shall be provided to the Village by February 15.*

Application and Approval Process

Submission and approval of a complete grant application is required prior to the completion of any improvements eligible for assistance. The review process will normally take approximately 4 weeks. The applicant must secure any required Village permits and exterior appearance approval by the Architectural Review Commission and the Village Board (if required) prior to starting improvements. The application process is outlined below:

1. Contact the Planning and Development Department for program information and to determine project eligibility.
2. Submit a grant application including all required submittals to the Planning and Development Department for funding assistance.
3. The Planning and Development Department will make a recommendation for approval, partial approval or denial to the Village Board. Village staff will attempt to review applications within 2 weeks of submittal.
4. Application is considered by the Village Board. Applicant's attendance is required at the Village Board meeting as part of the application review process. The Village Board typically meets the 2nd and 4th Monday evenings of every month.
5. Proposed improvements must be completed and the business must be operational within one year of grant approval by the Village Board.

Reimbursement Process

1. Once work is completed, the applicant submits copies of paid invoices from all contractors, proof of payment (copies of canceled checks or credit card receipts), a signed Reimbursement Request Certification (see attached form), a signed and notarized Affidavit for Reimbursement (see attached form), and photos of all improved façades to the Planning and Development Department.
2. The Planning and Development Department reviews the completed project to ensure that work was performed as outlined in application and in conformance with the Village Code.
3. Check is distributed.

Pay Back Provision

The following pay back schedule shall apply if a business closes or moves out of Glen Ellyn within 3 years of being awarded a Village grant.

Out of Business	< 1 year	1-2 years	2-3 years
% of Grant Repaid to the Village	75%	50%	25%

The applicant agrees to this provision when s/he signs the Reimbursement Request Certification and the Application Certification.

VILLAGE OF GLEN ELLYN
Commercial Façade Improvement Grant Application

REQUIRED SUBMITTALS WITH APPLICATION:

1. Current digital photos of all building facades visible from the public right of way which will receive improvements
2. A schematic drawing with enough detail to depict the proposed improvements
3. Signed vendor contract(s) with detailed costs for each proposed improvement
4. Consent from the building owner for proposed improvements, by signature on the attached form
5. Completed IRS Form W-9 Request for Taxpayer Identification Number and Certification
6. Projected sales tax* and/or property tax for the three years following the completion of the improvements covered by the grant.
7. A narrative as outlined below:
 - a. Description of proposed façade work including information about the proposed building materials and methodology for proposed changes.
 - b. Description of your business and the related industry.
 - c. Features and advantages of your product and how improvements sought will improve the business and/or Village.
 - d. Credentials and experience of business owner.
 - e. Any unusual or expected difficulties or hardships in making the proposed improvements.

**Please note that if you are awarded a grant, you must submit actual sales tax receipts for the three consecutive years following the completion of the improvements. The actual sales tax receipts from the State of Illinois of the prior calendar year shall be provided to the Village by February 15.*

BUSINESS OWNER INFORMATION

Business Owner Name: _____

Home Address: _____

Business Name: _____

Business Address: _____

Business Phone: _____ Fax Number: _____

Home Phone: _____ Email Address: _____

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

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

Property Owner Name: _____

Property Owner Address: _____

Property Owner Phone: _____

Property Owner Fax: _____

Property Owner E-mail: _____

DESCRIPTION OF PROPOSED IMPROVEMENTS

ITEMIZED ACTIVITY DESCRIPTION

COST

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL PROJECT COST: _____

AMOUNT OF GRANT ASSISTANCE REQUESTED: _____

APPLICATION CERTIFICATION

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

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

Applicant Name (PRINT)

Applicant Signature

Date

CONSENT FROM PROPERTY OWNER (Required if different from Applicant)

Property Owner Name (PRINT)

Property Owner Signature

Date

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

Application is: _____ Approved

_____ Denied

Village President

Date

Planning and Development Director

Date

VILLAGE OF GLEN ELLYN
Commercial Façade Improvement Grant Program
Reimbursement Request Certification

SUBMITTAL FOR REIMBURSEMENT

Please submit the following information to the Planning and Development office once approved work is complete for grant payment:

- This signed Reimbursement Request Certification
- Copies of invoices stamped "PAID" from all contractors, companies, individuals
- Proof of payment (limited to copies of canceled checks and/or credit card receipts)
- Digital Photos of all building facades visible from the public right-of-way. A signed and notarized Applicant's Affidavit for Reimbursement form provided by the Village of Glen Ellyn
- Applicant's Affidavit for Reimbursement (Attached)

CERTIFICATION

I, the undersigned, warrant that all representations of the application submitted under the program are true and accurate and that there has been no material change which would in itself or cumulatively with other events impair the profitable functioning of my business operation. All agreements, warranties and representations made to the Village of Glen Ellyn are true at the time they were made and shall remain true at the time of submittal for reimbursement under the program. I will display the Village of Glen Ellyn Grant Certification in public at my business/property for one year. I understand that if my business closes or moves out of the Village of Glen Ellyn within 3 years I will be required to repay the Village in an amount as described on page 3 of the grant packet. The Village of Glen Ellyn may in its sole option cancel its assistance commitment either in whole or in part for failure to comply with the requirements of this grant program or applicable Village Codes and Regulations.

Applicant Name (PRINT)

Applicant Signature

Date



VILLAGE OF GLEN ELLYN

Downtown Interior Improvement Grant Program Application Packet

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

Village of Glen Ellyn Downtown Interior Improvement Grant Program

As of 4/10/2012

Purpose

The goal of the Village of Glen Ellyn Downtown Retail Grant Program is to strengthen the downtown shopping district by attracting new retail businesses and by assisting existing retailers with eligible expansion plans in the downtown commercial district. The Village Board reserves the sole right to amend, modify, add, or delete any part or subpart of this program.

Assistance Available

Approved projects are eligible to receive reimbursement after project completion in the form of a matching grant of up to 50 percent of the actual improvement costs up to a maximum grant of \$15,000.

Eligibility Requirements

Commercial property owners or retail business owners in the downtown who are proposing a new or expanding business which meets the eligibility and application requirements are invited to submit applications.

All new retail businesses that generate retail sales tax can be considered for the grant. Existing retail businesses in the Village must expand in the downtown to receive assistance. For the purpose of this program, "expansion" is defined as significantly increasing the retail sales area, enlarging the square footage of the retail space to include expanding into an adjacent space or relocating to a larger space or building an addition on the interior or exterior of an existing building to be used as additional retail space.

Grant applicants will be reviewed on a case by case basis. Uses that have the potential to increase foot traffic and improve the pedestrian experience will be preferred.

Financial assistance is available to property or business owners, for no more than \$15,000 every 3 years, per unit.

All grant recipients are required to publicly display the Village of Glen Ellyn Grant Award Certificate in a conspicuous location in the building for a period of one year from the date grant funds are dispersed.

The determination of eligibility and priority for assistance is at the discretion of the Village Board and is subject to funds availability. The Village Board may approve grants of less than a 50% match.

Eligible Improvements

This program funds permanent tenant and building code improvements necessary to open a new, or expand an existing, downtown retail business. Improvements that otherwise would be

substantially difficult to undertake “but for” the grant assistance may be looked at more favorably. Eligible improvements must remain with the improved building to be considered permanent and may include:

Eligible Uses

- Walls
- Ceilings
- Sub-floors
- Permanent fixtures excluding shelving that is bolted on (e.g., non-removable, permanently affixed)
- Hard surface materials for exterior (non-façade) retail space (concrete, brick, blue stone, etc.)
- Life safety upgrades (sprinklers, fire alarm systems, fire doors)
- Utility related improvements (heating, air conditioning, plumbing, electrical)
- Major kitchen equipment (e.g. commercial grade, permanently installed equipment)
Note: equipment must remain in the building unit and may not be transferred if business relocates or closes
- Changes brought about due to the uniqueness or nature of the structure of the building
- Other extraordinary expenses required by government codes or regulations

Projects not listed above will be considered on a case by case basis. In general, changes to the project scope will not be considered for supplemental assistance after grant approval is obtained. Unforeseeable changes will be considered on a case by case basis.

Ineligible Uses

- Façade improvements (see separate Village of Glen Ellyn Façade Improvement Grant Program)
- Acquisition of land or buildings
- Product inventory
- Interior signage
- Lighting fixtures
- Hard surface materials for non-retail exterior space (parking lots, sidewalks, etc.)
- Display window enhancements (hanging grid system, lighting, display shelf, etc.)
- Rent
- Media marketing and advertising
- Payroll
- Day-to-day operational costs (e.g. utilities, taxes, maintenance, refuse)
- Moving expenses
- Business consulting expenses
- Exterminator services
- Landscaping

The Village of Glen Ellyn is not obligated to reimburse any approved application for reimbursement after one year from the date of the original approval of the grant application or exterior appearance, whichever date is later. Written requests for time extensions can be considered by the Planning and Development Director.

Required Submittals With Application:

1. Signed lease, committing to minimum of a 3-year lease term is required for all new and relocating businesses (if a lease has not yet been signed, disbursement of the approved funds will be contingent on the Village receiving a signed lease).
2. Signed vendor contract(s) with detailed costs for each proposed improvement.
3. Consent from the building owner for proposed improvements, by signature on the attached form.
4. Digital photos depicting the interior areas where proposed improvements will take place.
5. Completed IRS Form W-9 Request for Taxpayer Identification Number and Certification
6. Projected sales tax* and/or property tax for the three years following the completion of the improvements covered by the grant.
7. A narrative or current Business Plan that addresses the following:
 - a) Description of your business and the related industry.
 - b) Features and advantages of your product and how improvements sought will improve the business and/or benefit Village.
 - c) List any unusual or unexpected difficulties faced in making the proposed improvements or completing the work.
 - d) Credentials and experience of business owner.
 - e) Market research and analysis including a definition of your current or anticipated customers and where they come from. May also include information on future customer markets as a result of interior improvements (i.e. will improvements attract new customers).
 - f) Describe or demonstrate why these improvements would not take place "but for" the grant program.

**Please note that if you are awarded a grant, you must submit actual sales tax receipts for the three consecutive years following the completion of the improvements. The actual sales tax receipts from the State of Illinois of the prior calendar year shall be provided to the Village by February 15.*

Application and Approval Process

Submission and approval of a complete grant application is required prior to the completion of any improvements eligible for assistance. The applicant must submit all required documents as outlined on the first page of the application. Applicants should expect the review and approval process to take approximately 4 weeks. The applicant must secure any required Village approvals, licenses or permits prior to starting improvements. The application process is outlined below:

1. Contact the Planning and Development Department for program information and to determine project eligibility.
2. Submit a grant application, including all required submittals, to the Planning and Development Department.
3. The Planning and Development Department will review the application and make a recommendation of approval, partial approval or denial of the grant application to the Village Board. Village staff will attempt to review applications within 2 weeks of submittal.

4. The application will be considered by the Village Board. The applicant's attendance is required at Village Board meeting as part of the application review process. The Village Board typically meets on the 2nd and 4th Monday evenings of every month.
5. Proposed improvements must be completed and the business must be operational within one year of grant approval by the Village Board.

Reimbursement Process

1. Once work is completed, applicant submits copies of paid invoices from all contractors, proof of payment (copies of canceled checks and/or credit card receipts), a signed Reimbursement Request Certification form (attached) and Applicant's Affidavit for Reimbursement (attached) to the Planning and Development Department.
2. The Planning and Development Department reviews completed project and work for conformance to the application and the Village Code.
3. Check is distributed.

Pay Back Provision

The following pay back schedule will apply if a grant recipient business closes or moves out of Glen Ellyn within 3 years of receiving the grant.

Out of Business	< 1 year	1-2 years	2-3 years
% of Grant Repaid to the Village	75%	50%	25%

The applicant agrees to this provision when s/he signs the Application Certification and Reimbursement Request Certification.

VILLAGE OF GLEN ELLYN
Downtown Interior Improvement Grant Program Application

REQUIRED SUBMITTALS WITH APPLICATION:

1. Signed lease, committing to minimum of a 3-year lease term is required for all new and relocating businesses (if a lease has not yet been signed, disbursement of the approved funds will be contingent on the Village receiving a signed lease).
2. Signed vendor contract(s) with detailed costs for each proposed improvement.
3. Consent from the building owner for proposed improvements, by signature on the attached form.
4. Digital photos depicting the interior areas where proposed improvements will take place.
5. Completed IRS Form W-9 Request for Taxpayer Identification Number and Certification
6. Projected sales tax* and/or property tax for the three years following the completion of the improvements covered by the grant.
7. A narrative or current Business Plan that addresses the following:
 - a) Description of your business and the related industry .
 - b) Features and advantages of your product and how improvements sought will improve the business and/or benefit Village.
 - c) List any unusual or unexpected difficulties faced in making the proposed improvements or completing the work.
 - d) Credentials and experience of business owner.
 - e) Market research and analysis including a definition of your current or anticipated customers and where they come from. May also include information on future customer markets as a result of interior improvements (i.e. will improvements attract new customers).
 - f) Describe or demonstrate why these improvements would not take place "but for" the grant program.

**Please note that if you are awarded a grant, you must submit actual sales tax receipts for the three consecutive years following the completion of the improvements. The actual sales tax receipts from the State of Illinois of the prior calendar year shall be provided to the Village by February 15.*

BUSINESS OWNER INFORMATION

Business Owner Name: _____

Home Address: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Other Phone: _____

Email Address: _____

Fax Number: _____

Estimated Opening Date of Business: _____

PROPERTY OWNER INFORMATION

Property Owner Name: _____

Address: _____

Phone: _____

Email Address: _____

Fax Number: _____

DESCRIPTION OF PROPOSED IMPROVEMENTS

ITEMIZED ACTIVITY DESCRIPTION

COST

ITEMIZED ACTIVITY DESCRIPTION	COST
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL PROJECT COST: _____

AMOUNT OF GRANT ASSISTANCE REQUESTED: _____

APPLICATION CERTIFICATION

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

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

Applicant Name (PRINT)

Applicant Signature

Date

CONSENT FROM PROPERTY OWNER (Required if different from Applicant)

Property Owner Name (PRINT)

Property Owner Signature

Date

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

Application is: _____ Approved

_____ Denied

Village President

Date

Planning and Development Director

Date

VILLAGE OF GLEN ELLYN
Downtown Interior Improvement Grant Program
Reimbursement Request Certification

SUBMITTAL FOR REIMBURSEMENT

Please submit the following information to the Planning and Development Department office once approved work is complete for grant payment:

- This signed certification
- Copies of invoices stamped "PAID" from all contractors, companies, individuals
- Proof of payment limited to copies of canceled checks and/or credit card receipts
- Digital Photos depicting the interior improvements
- A signed and notarized Applicant's Affidavit for Reimbursement form

CERTIFICATION

I, the undersigned, warrant that all representations of the application submitted under the program are true and accurate and that there has been no material change which would in itself or cumulatively with other events impair the profitable functioning of my business operation. All agreements, warranties and representations made to the Village of Glen Ellyn are true at the time they were made and shall remain true at the time of submittal for reimbursement under the program. I will display the Village of Glen Ellyn Grant Certification in public at my business for one year. I understand that if my business closes or moves out of the Village of Glen Ellyn within 3 years I will be required to repay the Village in an amount as described on page 3 of the grant packet. The Village of Glen Ellyn may in its sole option cancel its assistance commitment either in whole or in part for failure to comply with the requirements of this grant program or applicable Village Codes and Regulations.

Applicant Name (PRINT)

Applicant Signature

Date

APPLICANT'S AFFIDAVIT FOR REIMBURSEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

TO: The Village of Glen Ellyn

The undersigned, _____ (Name) being duly sworn, deposes and says that he or she is the Owner/Tenant (strike one) of the property located at _____ (the "Premises") and has applied for an interior improvement grant from the Village of Glen Ellyn for _____ (the "Work.").

The total amount of the grant approved is \$_____ toward which I, as Owner/Tenant (strike one), have as of this date paid \$_____. I hereby attest that I have not received any other funds from a third party to pay for the Work which is paid for by this grant.

The attached proof of payment is true, correct, and genuine, and delivered unconditionally and the work set forth in said proof of payment has been completed and/or the materials set forth in the attached proof of payment has been used in connection with the Work in the Premises.

Upon payment of \$_____ from the Village of Glen Ellyn, there shall be nothing due or to become due from the Village of Glen Ellyn in connection with the disbursement of the approved grant amount from the Village of Glen Ellyn based on the documentation submitted to the Village of Glen Ellyn for the Work set forth in said proof of payment.

Date: _____

Signature: _____

SUBSCRIBED AND SWORN to
before me this _____ day of
_____, 20__.

Notary Public



VILLAGE OF GLEN ELLYN

Commercial Façade Improvement Grant Program Application Packet

REDLINE EDITS

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

VILLAGE OF GLEN ELLYN

Commercial Façade Improvement Grant Program

As of ~~7/25/2014~~10/2012

Purpose

The Village of Glen Ellyn recognizes the positive impact that individual facade improvements can have on the overall appearance, quality and vitality of the Village's commercial districts. The Commercial Façade Improvement Grant Program was created to facilitate the private sector in making these desired exterior improvements. The Village Board reserves the sole right to amend, modify, add, or delete any part or subpart of this program.

Assistance Available

Approved projects are eligible to receive reimbursement after project completion in the form of a matching grant of up to 50 percent of the actual improvement costs up to a maximum grant of ~~\$1540,000~~.

Eligibility Requirements

Existing structures currently zoned commercial and in current commercial use or planned for commercial use within the corporate limits of the Village of Glen Ellyn are eligible for the grant. The exterior of the property must meet all Village of Glen Ellyn Codes and Ordinances. In the event that a violation is present, correction of the violation must be made prior to disbursement of grant monies.

Eligible applicants include the owner of a commercial building or the owner of a commercial business. All applications must be signed by the property owner to indicate consent for the proposed improvements.

All grant recipients are required to publicly display the Village of Glen Ellyn Grant Award Certificate in a conspicuous location in the building for a period of one year from the date grant funds are dispersed.

Financial assistance is available to business owners or property owners, for no more than ~~\$1540,000~~ every 3 years, per building.

The determination of eligibility and priority for assistance is at the discretion of the Village Board and is subject to funds availability. The Village Board may approve grants of less than a 50% match.

Eligible Improvements

The primary goal of the Village of Glen Ellyn Commercial Façade Improvement Grant Program is to achieve significant visual improvements in commercial facade appearance. Improvements that otherwise would be substantially difficult to undertake "but for" the grant assistance may be looked at more favorably. Projects that most meet the primary goal will be preferred. The determination of eligibility and priority for assistance is at the discretion of the Village Board.

Work which qualifies for assistance includes improvements to the exterior of a building which are visible from the public right-of-way. Applicants must plan to install at least \$1,000 of material improvements (excluding installation) to qualify. Work must be completed within one year of receiving the grant award. The list of qualifying exterior improvements appears below.

Eligible Uses

- Significant Facade repair and treatment
- ~~Window frame replacement (non-repair)~~
- New window systems or frame replacement and repair (excluding broken glass)
- Exterior Doors
- Awnings (without signage)
- Exterior lighting
- Restoration of original architectural features
- Exterior building materials for building additions
- ~~Streetscape enhancements~~
- ~~Landscaping in conjunction with an improvement project involving any of the above activities~~
- Other permanent exterior improvements to property consistent with the architectural integrity of the building and the Village's *Appearance Review Guidelines*

Ineligible Uses

- Working capital
- Property acquisition
- Equipment or inventory acquisition
- Refinancing of existing debt or private funding
- Interior remodeling
- Sprinkler systems
- Resurfacing of parking lots
- Replacement of private sidewalks
- Architectural design fees or other plan preparation costs
- ~~Building permits and related costs~~
- Signage of any kind
- Landscaping of any kind

The Village of Glen Ellyn is not obligated to reimburse any approved application for reimbursement after one year from the date of the original approval of the grant application or exterior appearance, whichever date is later. Written requests for time extensions can be considered by the Planning and Development Director.

Design Evaluation

Design evaluation and approval will be handled by the Village of Glen Ellyn. This process may require the applicant to undergo exterior appearance review by the Architectural Review Commission if required by the Village Appearance Review Guidelines.

Application Requirements

Required Submittals with Application:

1. Current digital photos of all building facades visible from the public right of way which will receive improvements
2. A schematic drawing with enough detail to depict the proposed improvements
3. Signed vendor contract(s) with detailed costs for each proposed improvement
4. Consent from the building owner for proposed improvements, by signature on the attached form
5. Completed IRS Form W-9 Request for Taxpayer Identification Number and Certification

6. Projected sales tax* and/or property tax for the three years following the completion of the improvements covered by the grant.
7. A narrative as outlined below:
 - a. Description of proposed façade work including information about the proposed building materials and methodology for proposed changes.
 - b. Description of your business and the related industry.
 - c. Features and advantages of your product and how improvements sought will improve the business and/or Village.
 - d. Credentials and experience of business owner.
 - e. Any unusual or expected difficulties or hardships in making the proposed improvements.

**Please note that if you are awarded a grant, you must submit actual sales tax receipts for the three consecutive years following the completion of the improvements. The actual sales tax receipts from the State of Illinois of the prior calendar year shall be provided to the Village by February 15.*

Application and Approval Process

Submission and approval of a complete grant application is required prior to the completion of any improvements eligible for assistance. The review process will normally take approximately 3-4 weeks. The applicant must secure any required Village permits and exterior appearance approval by the Architectural Review Commission and the Village Board (if required) prior to starting improvements. The application process is outlined below:

1. Contact the Planning and Development Department for program information and to determine project eligibility.
2. Submit a grant application including all required submittals to the Planning and Development Department for funding assistance.
3. The Planning and Development Department will make a recommendation for approval, partial approval or denial to the Village Board. Village staff will attempt to review applications within 2 weeks of submittal.
4. Application is considered by the Village Board. Applicant's attendance is required at the Village Board meeting as part of the application review process. The Village Board typically meets the 2nd and 4th Monday evenings of every month.
5. Proposed improvements must be completed and the business must be operational within one year of grant approval by the Village Board.

Reimbursement Process

1. Once work is completed, the applicant submits copies of paid invoices from all contractors, proof of payment (copies of canceled checks or credit card receipts), a signed Reimbursement Request Certification (see attached form), a signed and notarized Affidavit for Reimbursement (see attached form), and photos of all improved façades to the Planning and Development Department.
2. The Planning and Development Department reviews the completed project to ensure that work was performed as outlined in application and in conformance with the Village Code.
3. Check is distributed.

Pay Back Provision

The following pay back schedule shall apply if a business closes or moves out of Glen Ellyn within 3 years of being awarded a Village grant.

Out of Business	< 1 year	1-2 years	2-3 years
% of Grant Repaid to the Village	75%	50%	25%

The applicant agrees to this provision when s/he signs the Reimbursement Request Certification and the Application Certification.

VILLAGE OF GLEN ELLYN
Commercial Façade Improvement Grant Application

REQUIRED SUBMITTALS WITH APPLICATION:

1. Current digital photos of all building facades visible from the public right of way which will receive improvements
2. A schematic drawing with enough detail to depict the proposed improvements
3. Signed vendor contract(s) with detailed costs for each proposed improvement
4. Consent from the building owner for proposed improvements, by signature on the attached form
5. Completed IRS Form W-9 Request for Taxpayer Identification Number and Certification
6. Projected sales tax* and/or property tax for the three years following the completion of the improvements covered by the grant.
7. A narrative as outlined below:
 - a. Description of proposed façade work including information about the proposed building materials and methodology for proposed changes.
 - b. Description of your business and the related industry.
 - c. Features and advantages of your product and how improvements sought will improve the business and/or Village.
 - d. Credentials and experience of business owner.
 - e. Any unusual or expected difficulties or hardships in making the proposed improvements.

**Please note that if you are awarded a grant, you must submit actual sales tax receipts for the three consecutive years following the completion of the improvements. The actual sales tax receipts from the State of Illinois of the prior calendar year shall be provided to the Village by February 15.*

BUSINESS OWNER INFORMATION

Business Owner Name: _____

Home Address: _____

Business Name: _____

Business Address: _____

Business Phone: _____ Fax Number: _____

Home Phone: _____ Email Address: _____

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

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

Property Owner Name: _____

Property Owner Address: _____

Property Owner Phone: _____

Property Owner Fax: _____

Property Owner E-mail: _____

DESCRIPTION OF PROPOSED IMPROVEMENTS

ITEMIZED ACTIVITY DESCRIPTION

COST

ITEMIZED ACTIVITY DESCRIPTION	COST
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL PROJECT COST: _____

AMOUNT OF GRANT ASSISTANCE REQUESTED: _____

APPLICATION CERTIFICATION

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

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

Applicant Name (PRINT)

Applicant Signature

Date

CONSENT FROM PROPERTY OWNER (Required if different from Applicant)

Property Owner Name (PRINT)

Property Owner Signature

Date

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

Application is: _____ Approved

_____ Denied

Village President

Date

Planning and Development Director

Date

VILLAGE OF GLEN ELLYN
Commercial Façade Improvement Grant Program
Reimbursement Request Certification

SUBMITTAL FOR REIMBURSEMENT

Please submit the following information to the Planning and Development office once approved work is complete for grant payment:

- This signed Reimbursement Request Certification
- Copies of invoices stamped "PAID" from all contractors, companies, individuals
- Proof of payment (limited to copies of canceled checks and/or credit card receipts)
- Digital Photos of all building facades visible from the public right-of-way. A signed and notarized Applicant's Affidavit for Reimbursement form provided by the Village of Glen Ellyn
- Applicant's Affidavit for Reimbursement (Attached)

CERTIFICATION

I, the undersigned, warrant that all representations of the application submitted under the program are true and accurate and that there has been no material change which would in itself or cumulatively with other events impair the profitable functioning of my business operation. All agreements, warranties and representations made to the Village of Glen Ellyn are true at the time they were made and shall remain true at the time of submittal for reimbursement under the program. I will display the Village of Glen Ellyn Grant Certification in public at my business/property for one year. I understand that if my business closes or moves out of the Village of Glen Ellyn within 3 years I will be required to repay the Village in an amount as described on page 3 of the grant packet. The Village of Glen Ellyn may in its sole option cancel its assistance commitment either in whole or in part for failure to comply with the requirements of this grant program or applicable Village Codes and Regulations.

Applicant Name (PRINT)

Applicant Signature

Date



VILLAGE OF GLEN ELLYN

Downtown Interior Improvement Grant Program Application Packet

REDLINE EDITS

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

Village of Glen Ellyn Downtown Interior Improvement Grant Program

As of ~~7/25/2011~~10/2012

Purpose

The goal of the Village of Glen Ellyn Downtown Retail Grant Program is to strengthen the downtown shopping district by attracting new retail businesses and by assisting existing retailers with eligible expansion plans in the downtown commercial district. The Village Board reserves the sole right to amend, modify, add, or delete any part or subpart of this program.

Assistance Available

Approved projects are eligible to receive reimbursement after project completion in the form of a matching grant of up to 50 percent of the actual improvement costs up to a maximum grant of \$15,000.

Eligibility Requirements

Commercial property owners or retail business owners in the downtown who are proposing a new or expanding business which meets the eligibility and application requirements are invited to submit applications.

~~An eligible business must generate retail sales tax. All applications must involve a new or expanding business within the downtown.~~

All new retail businesses that generate retail sales tax can be considered for the grant. Existing retail businesses in the Village must expand in the downtown to receive assistance. For the purpose of this program, "expansion" is defined as significantly increasing the retail sales area, enlarging the square footage of the retail space to include expanding into an adjacent space or relocating to a larger space or building an addition on the interior or exterior of an existing building to be used as additional retail space.

Grant applicants will be reviewed on a case by case basis. Uses that have the potential to increase foot traffic and improve the pedestrian experience ~~encourage pedestrian activity, improve the pedestrian environment and attract shoppers~~ will be preferred.

~~Desirable retailers suggested by residents include:~~

Art Gallery	Apparel	Clothing Accessories
Crafts and Hobbies	Electronics	Entertainment (non-dining)
Garden	Home Furnishings	Home Décor & Entertainment
Kitchen Wares	Leather Goods and Luggage	Music
New Jewelry Sales	Pharmacy	Produce Market
Restaurants	Specialty Foods	Specialty Retail
Sporting Goods	Toys	

Financial assistance is available to property or business owners, for no more than \$15,000 every 3 years, per-~~unit.building~~.

All grant recipients are required to publicly display the Village of Glen Ellyn Grant Award Certificate in a conspicuous location in the building for a period of one year from the date grant funds are dispersed.

The determination of eligibility and priority for assistance is at the discretion of the Village Board and is subject to funds availability. The Village Board may approve grants of less than a 50% match.

Eligible Improvements

This program funds permanent tenant and building code improvements necessary to open a new, or expand an existing, ~~eligible~~ downtown retail business. Improvements that otherwise would be substantially difficult to undertake "but for" the grant assistance may be looked at more favorably. Eligible improvements must remain with the improved building to be considered permanent and may include:

Eligible Uses

- Walls
- Ceilings
- ~~F~~Sub-floors
- ~~Permanent shelving and cabinets~~
- Permanent fixtures, excluding shelving that is bolted on (e.g., non-removable, permanently affixed)
- ~~Carpet~~
- ~~Tile~~
- ~~Display window enhancements (hanging grid system, lighting, display shelf, etc.)~~
- ~~Interior lighting~~
- ~~Interior signage~~
- Hard surface materials for exterior (non-façade) retail space (concrete, brick, blue stone, etc.)
- Life safety upgrades (sprinklers, ~~and~~ fire alarm systems, fire doors)
- Utility related improvements (heating, air conditioning, plumbing, electrical)
- Major kitchen equipment (e.g. commercial grade, permanently installed equipment)
Note: equipment must remain in the building unit and may not be removed if business relocates or closes
- Changes necessary due to the uniqueness or nature of the structure of the building
- Other extraordinary expenses required by government codes or regulations

Projects not listed above will be considered on a case by case basis. In general, changes to the project scope will not be considered for supplemental assistance after grant approval is obtained. Unforeseeable changes will be considered on a case by case basis.

Ineligible Uses

- Façade improvements (see separate Village of Glen Ellyn Façade Improvement Grant Program)
- Acquisition of land or buildings
- Product inventory
- Interior signage
- Lighting fixtures
- Hard surface materials for non-retail exterior space (parking lots, sidewalks, etc.)
- Display window enhancements (hanging grid system, lighting, display shelf, etc.)
- Rent
- Media marketing and advertising
- Payroll
- Day-to-day operational costs (e.g. utilities, taxes, maintenance, refuse)
- Moving expenses
- Business consulting expenses
- Exterminator services
- Landscaping

The Village of Glen Ellyn is not obligated to reimburse any approved application for reimbursement after one year from the date of the original approval of the grant application or exterior appearance, whichever date is later. Written requests for time extensions can be considered by the Planning and Development Director.

Required Submittals With Application:

1. Signed lease, committing to minimum of a 3-year lease term is required for all new and relocating businesses (if a lease has not yet been signed, disbursement of the approved funds will be contingent on the Village receiving a signed lease).
2. Signed vendor contract(s) with detailed costs for each proposed improvement.
3. Consent from the building owner for proposed improvements, by signature on the attached form.
4. Digital photos depicting the interior areas where proposed improvements will take place.
5. Completed IRS Form W-9 Request for Taxpayer Identification Number and Certification
6. Projected sales tax* and/or property tax for the three years following the completion of the improvements covered by the grant.
7. A narrative or current Business Plan that addresses the following:
 - a) Description of your business and the related industry.
 - b) Features and advantages of your product and how improvements sought will improve the business and/or benefit Village.
 - c) List any unusual or unexpected difficulties faced in making the proposed improvements or completing the work.
 - d) Credentials and experience of business owner.
 - e) Market research and analysis including a definition of your current or anticipated customers and where they come from. May also include information on future customer markets as a result of interior improvements (i.e. will improvements attract new customers).
 - f) Describe or demonstrate why these improvements would not take place "but for" the grant program.

**Please note that if you are awarded a grant, you must submit actual sales tax receipts for the three consecutive years following the completion of the improvements. The actual sales tax receipts from the State of Illinois of the prior calendar year shall be provided to the Village by February 15.*

Application and Approval Process

Submission and approval of a complete grant application is required prior to the completion of any improvements eligible for assistance. The applicant must submit all required documents as outlined on the first page of the application. Applicants should expect the review and approval process to take approximately 3-4 weeks. The applicant must secure any required Village approvals, licenses or permits prior to starting improvements. The application process is outlined below:

1. Contact the Planning and Development Department for program information and to determine project eligibility.
2. Submit a grant application, including all required submittals, to the Planning and Development Department.
3. The Planning and Development Department will review the application and make a recommendation of approval, partial approval or denial of the grant application to the Village Board. Village staff will attempt to review applications within 2 weeks of submittal.
4. The application will be considered by the Village Board. The applicant's attendance is required at Village Board meeting as part of the application review process. The Village Board typically meets on the 2nd and 4th Monday evenings of every month.
5. Proposed improvements must be completed and the business must be operational within one year of grant approval by the Village Board.

Reimbursement Process

1. Once work is completed, applicant submits copies of paid invoices from all contractors, proof of payment (copies of canceled checks and/or credit card receipts), a signed Reimbursement Request Certification form (attached) and Applicant's Affidavit for Reimbursement (attached) to the Planning and Development Department.
2. The Planning and Development Department reviews completed project and work for conformance to the application and the Village Code.
3. Check is distributed.

Pay Back Provision

The following pay back schedule will apply if a grant recipient business closes or moves out of Glen Ellyn within 3 years of receiving the grant.

Out of Business	< 1 year	1-2 years	2-3 years
% of Grant Repaid to the Village	75%	50%	25%

The applicant agrees to this provision when s/he signs the Application Certification and Reimbursement Request Certification.

VILLAGE OF GLEN ELLYN
Downtown Interior Improvement Grant Program Application

REQUIRED SUBMITTALS WITH APPLICATION:

Required Submittals With Application:

1. Signed lease, committing to minimum of a 3-year lease term is required for all new and relocating businesses (if a lease has not yet been signed, disbursement of the approved funds will be contingent on the Village receiving a signed lease).
2. Signed vendor contract(s) with detailed costs for each proposed improvement.
3. Consent from the building owner for proposed improvements, by signature on the attached form.
4. Digital photos depicting the interior areas where proposed improvements will take place.
5. Completed IRS Form W-9 Request for Taxpayer Identification Number and Certification
6. Projected sales tax* and/or property tax for the three years following the completion of the improvements covered by the grant.
7. A narrative or current Business Plan that addresses the following:
 - a) Description of your business and the related industry .
 - b) Features and advantages of your product and how improvements sought will improve the business and/or benefit Village.
 - c) List any unusual or unexpected difficulties faced in making the proposed improvements or completing the work.
 - d) Credentials and experience of business owner.
 - e) Market research and analysis including a definition of your current or anticipated customers and where they come from. May also include information on future customer markets as a result of interior improvements (i.e. will improvements attract new customers).
 - f) Describe or demonstrate why these improvements would not take place "but for" the grant program.

*Please note that if you are awarded a grant, you must submit actual sales tax receipts for the three consecutive years following the completion of the improvements. The actual sales tax receipts from the State of Illinois of the prior calendar year shall be provided to the Village by February 15.

BUSINESS OWNER INFORMATION

Business Owner Name: _____

Home Address: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Other Phone: _____

Email Address: _____

Fax Number: _____

Estimated Opening Date of Business: _____

PROPERTY OWNER INFORMATION

Property Owner Name: _____

Address: _____

Phone: _____

Email Address: _____

Fax Number: _____

DESCRIPTION OF PROPOSED IMPROVEMENTS

ITEMIZED ACTIVITY DESCRIPTION

COST

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL PROJECT COST:

AMOUNT OF GRANT ASSISTANCE REQUESTED:

APPLICATION CERTIFICATION

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

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

Applicant Name (PRINT)

Applicant Signature

Date

CONSENT FROM PROPERTY OWNER (Required if different from Applicant)

Property Owner Name (PRINT)

Property Owner Signature

Date

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

Application is: _____ Approved

_____ Denied

Village President

Date

Planning and Development Director

Date

VILLAGE OF GLEN ELLYN
Downtown Interior Improvement Grant Program
Reimbursement Request Certification

SUBMITTAL FOR REIMBURSEMENT

Please submit the following information to the Planning and Development Department office once approved work is complete for grant payment:

- This signed certification
- Copies of invoices stamped "PAID" from all contractors, companies, individuals
- Proof of payment limited to copies of canceled checks and/or credit card receipts
- Digital Photos depicting the interior improvements
- A signed and notarized Applicant's Affidavit for Reimbursement form

CERTIFICATION

I, the undersigned, warrant that all representations of the application submitted under the program are true and accurate and that there has been no material change which would in itself or cumulatively with other events impair the profitable functioning of my business operation. All agreements, warranties and representations made to the Village of Glen Ellyn are true at the time they were made and shall remain true at the time of submittal for reimbursement under the program. I will display the Village of Glen Ellyn Grant Certification in public at my business for one year. I understand that if my business closes or moves out of the Village of Glen Ellyn within 3 years I will be required to repay the Village in an amount as described on page 3 of the grant packet. The Village of Glen Ellyn may in its sole option cancel its assistance commitment either in whole or in part for failure to comply with the requirements of this grant program or applicable Village Codes and Regulations.

Applicant Name (PRINT)

Applicant Signature

Date

APPLICANT'S AFFIDAVIT FOR REIMBURSEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

TO: The Village of Glen Ellyn

The undersigned, _____ (Name) being duly sworn, deposes and says that he or she is the Owner/Tenant (strike one) of the property located at _____ (the "Premises") and has applied for an interior improvement grant from the Village of Glen Ellyn for _____ (the "Work.>").

The total amount of the grant approved is \$_____ toward which I, as Owner/Tenant (strike one), have as of this date paid \$_____. I hereby attest that I have not received any other funds from a third party to pay for the Work which is paid for by this grant.

The attached proof of payment is true, correct, and genuine, and delivered unconditionally and the work set forth in said proof of payment has been completed and/or the materials set forth in the attached proof of payment has been used in connection with the Work in the Premises.

Upon payment of \$_____ from the Village of Glen Ellyn, there shall be nothing due or to become due from the Village of Glen Ellyn in connection with the disbursement of the approved grant amount from the Village of Glen Ellyn based on the documentation submitted to the Village of Glen Ellyn for the Work set forth in said proof of payment.

Date: _____

Signature: _____

SUBSCRIBED AND SWORN to
before me this _____ day of
_____, 20__.

Notary Public

A-1af

MEMORANDUM

TO: Mark Franz, Village Manager
FROM: Staci Hulseberg, Director of Planning & Development
DATE: April 17, 2012
FOR: April 23, 2012 Village Board Meeting
RE: License Agreement for Starbucks



Background

Since 1995, the Village Board has authorized one or more License Agreements for tables and chairs, hot dog and gelato sales, wind enclosures and related items to be located on the public sidewalk in the central business district. This year, the Planning and Development Department mailed draft license agreements to four (4) restaurants and one (1) mobile cart owner who have expressed interest in locating structures on the public sidewalk in the downtown.

Last year, the Village Board approved an amendment to the Village Code to allow restaurants with liquor licenses the ability to serve alcohol at tables and chairs on the public sidewalk subject to certain conditions and approvals. Eligible restaurants have been notified of this opportunity. The Alliance is working with downtown restaurant owners to encourage and assist them with starting these sidewalk cafés. As a result of the Alliance's efforts, we expect to see a number of sidewalk cafés in the downtown in the near future.

Issues

Starbucks has submitted a signed license agreement and supplemental documentation that are attached and ready for Village Board consideration. Three other businesses that have previously received license agreements this year are Einstein Bros. Bagels, Vitorio's Ristorante, and Heaven-Lee Hot Dogs. Vitorio's has also received approval for a Public Sidewalk Liquor License.

Recommendation

A draft license agreement is attached to allow tables and chairs in the public right-of-way for Starbucks at 536 Crescent Boulevard. The license agreement is similar to past years.

The applicant has submitted all the required information including the \$50 license agreement fee, signed license agreement and certificate of liability insurance.

Action Requested

It is requested that the Village Board make a motion to approve a license agreement for Starbucks.

Attachments: Starbucks License Agreement

cc: Phil Norton, Police Chief
Patti Underhill, Administrative Services Coordinator
Carol White, Executive Director, Alliance of Downtown Glen Ellyn
Jean Kerneen, Starbucks Coffee Company

LICENSE AGREEMENT

This Agreement, made and entered into as of this ____ day of _____, 2012, effective the ____ day of _____, 2012, by and between the Village of Glen Ellyn ("Licensor") and Starbucks Coffee Company ("Licensee") pertaining to the property located at 536 Crescent Blvd., Glen Ellyn, Illinois 60137.

1. **Purpose:** Licensor hereby grants to Licensee, and Licensee hereby accepts, a license to (a) install, maintain and operate for the term hereof, a maximum of five (5) tables and ten (10) chairs to be located on the sidewalk and the right-of-way in front of 536 Crescent Blvd., the licensed area, (b) maintain a trash receptacle in accordance with the standards contained below, and (c) install and maintain landscape planters in accordance with the standards contained below and with the following terms, covenants and conditions.

2. **Terms:** This Agreement shall expire December 31, 2012, or the date the insurance required hereunder expires, whichever comes first. This Agreement may be renewed only through the action of the Village Board of the Village of Glen Ellyn. Licensee may terminate this Agreement immediately by providing written notice to Licensor. Licensor may terminate this Agreement at any time during the term of this Agreement by notifying Licensee of this intention at least 7 days prior to the termination date.

3. **Rent and License Fee:** For the purposes of this license, no rent will be paid by Licensee to Licensor. A fee of \$50.00 has been paid by Licensee to Licensor for the issuance of this License Agreement.

4. **Permits and Licenses:** Licensee, at its sole effort and expense, shall conform to the Village Code and DuPage County Health Department regulations.

5. **Installation of Street Furniture:**

a. **Tables and Chairs:** Licensee is permitted to locate on the sidewalk portion of the Crescent Blvd. right-of-way immediately in front of the property at 536 Crescent Blvd. five (5) tables and ten (10) chairs daily. The table tops will not exceed 29 inches in diameter. Tables and chairs shall be located so that a five-foot wide north to south passage is maintained at 536 Crescent Blvd. Licensee shall allow restaurant patrons to dine on tables and chairs in the licensed area described above but at no time provide sales and service outside the restaurant. At a minimum, the public right-of-way shall be cleaned each day.

b. **Trash Receptacle:** Licensee shall maintain the trash receptacles located in proximity to the tables and chairs in a neat and orderly manner, and the Licensor shall ensure that a garbage hauling firm removes the trash from the receptacles on a regular schedule. However, it shall be the responsibility of Licensee to empty the receptacles more frequently, if necessary. Licensor is the owner of the trash receptacle. In order to ensure that the trash receptacles are properly maintained, Licensee shall provide one thousand dollars (\$1,000.00) as a Garbage Cash Escrow Deposit to be held by the Village during the term of this License Agreement and while the tables and chairs are located on the public sidewalk. In the event that the Village finds that the trash is overflowing, the Village will send personnel to empty the container. An expense of fifty dollars (\$50.00) to empty the trash container will be assessed to Licensee each time the trash is emptied by

the Village, and that amount will be deducted from Licensee's Garbage Cash Escrow Deposit. The Village will notify Licensee each time funds are deducted from the Escrow Deposit. If the Escrow becomes depleted, the Village will send notice to Licensee that the License Agreement is terminated, in accordance with Paragraph 8 of this Agreement, and the tables and chairs must be removed from the public sidewalk immediately.

c. Landscape Planters: Licensee shall install and maintain a minimum of two (2) landscape planters, planted with live flowering annuals and/or perennials, located on or over the public right-of-way immediately in front of the property at 536 Crescent Blvd. The planters shall contain a minimum total of 432 square inches (3 square feet) of planted landscaping. The planters shall be a minimum of 10 inches in height, shall not exceed 30 inches in height and shall be constructed of metal, terra cotta, masonry, wood or similar materials; plastic planters shall be prohibited. The planters shall be placed up against the building in a location that does not obstruct the public right-of-way and sidewalk. At all times, a minimum 5-foot wide pathway on the sidewalk shall remain free and clear. Licensee shall replace dead landscape plants as needed to maintain the planters in a clean and neat manner and shall water plants on an as-needed basis.

d. Bike Rack: Licensor provided a bike rack in the vicinity of 536 Crescent Blvd., and Licensee reimbursed Licensor for the cost of the bike rack. Licensor is the owner of the bike rack.

6. Maintenance: Licensee shall agree to maintain the licensed area and the nearby sidewalk in a clean, healthy and attractive condition. If Licensee ceases to so maintain the licensed area and the nearby sidewalk, Licensor may require Licensee to pay for additional cleanup costs. Further, Licensor may, upon notice as set forth below, terminate this agreement and require the permanent removal of the tables and chairs from the licensed area in advance of the expiration date of this Agreement.

7. Removal: Upon the expiration or the termination of this License, Licensee shall remove the tables and chairs from the licensed area.

8. Termination: If Licensee fails in any respect to perform any agreements, covenant or obligation in this License, then and in such event, Licensor, after providing at least 7 days written notice to Licensee, may terminate this License Agreement or may cure such failure or default, on behalf of and at the expense of Licensee.

9. Notice: Notice hereunder shall be in writing and effected either by personal delivery or by depositing the same in an official U.S. mail receptacle as certified mail, return receipt requested, postage paid, addressed to:

If to Licensor:
Village Manager
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137

If to Licensee: *John Carnahan, director*
~~Jean Kerneen, Portfolio Analyst~~ *Global Real Estate*
Starbucks Coffee Company, Store #02205
2401 Utah Avenue South
Mailstop S-RE3
Seattle, WA 98134

or to such other address as either party may from time to time designate. Any notice given under this Agreement shall be in writing and deemed received when personally delivered or, if mailed, three days after placing same in an official U.S. mail receptacle.

10. **Assignment:** Licensee may not assign or transfer this License without prior written consent of Licensor. Any attempted assignment or transfer in violation of this paragraph shall be void and confer no rights upon any third person.

11. **Defend and Hold Harmless:** Licensee shall be required to hold harmless Licensor, its officers, employees and independent contractors from any claim or demand or damage to property or injury including death to persons which arise out of in any way the exercise by Licensee of its rights under this License. Licensee shall be required to pay for the cost of defense and hold harmless Licensor, its officers, employees and independent contractors against any judgment and to pay any settlement arising out of such claim or demand, including but not limited to, the full costs of the defense of Licensor, its employees, officers and independent contractors through the employment of experts approved by the parties defended, provided, however, that such approval shall not be unreasonably withheld.

12. **Liability Insurance:** Licensee shall purchase and maintain comprehensive general liability insurance of \$2 million each occurrence, providing occurrence coverage for Licensee from claims for damages because of bodily injury, death of any person, or property damage resulting from the use of the public right-of-way. Licensor shall be named, by endorsement, as an additional insured on the policy. The policy of insurance and certificates thereof shall contain provision or endorsement that the coverage reported will not be canceled, materially changed, or renewal refused, until at least 30 days prior written notice shall be given by certified mail to the insured and Licensor. Licensee shall deliver a duplicate of the policy or certificate of insurance acceptable to Licensor prior to the execution of this Agreement by the Village Board.

13. **Miscellaneous:**

a. This Agreement constitutes the entire understanding of the parties and supersedes any prior written or oral negotiations or understandings.

b. It is the intention of the parties hereto that this License shall be construed and enforced in accordance with the laws of the State of Illinois.

c. If any provision of this License is held invalid or unenforceable, the remainder of this License shall not be affected thereby, and each other provision of this License shall be valid and enforceable to the fullest extent permitted by law.

d. Licensee shall pay any expenses incurred by Licensor in defending the validity of its right to enter into a License Agreement for the use of sidewalk premises by a private party.

DATED as of the date first set forth above.

LICENSOR:

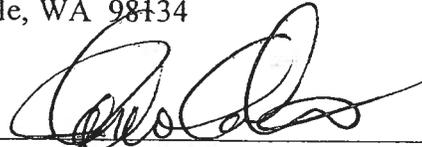
Village President
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137

LICENSEE: John Carnahan, director
~~Jean Kerneen, Portfolio Analyst Global Real Estate~~
Starbucks Coffee Company, Store #02205
2401 Utah Avenue South
Mailstop S-RE3
Seattle, WA 98134

By: _____

Name: _____

Title: _____

By:  _____

Name: John Carnahan

Title: director, Global Real Estate

X:\Plandev\PLANNING\LICENSE\Crescent 536, Starbucks, T&C\License Agreement 2012.doc

A-6G

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Hulseberg, Planning and Development Director *SH*
 Michele Stegall, Village Planner *MJS*
 Kasey Matthews, Planning Intern *KM*

DATE: April 16, 2012

RE: 479 N. Main Street – Commercial Façade Improvement Grant Application



Background

The Commercial Façade Improvement Program was created to facilitate the private sector in making exterior improvements that benefit the overall appearance, quality and vitality of the Village's commercial districts. Approved projects are eligible to receive a matching grant of fifty (50) percent of the actual improvement costs up to a maximum of \$10,000. As indicated on the Village Grant Program Summary Chart (attached), \$63,026 in grant funding has been approved thus far in fiscal year 2011-2012 ending May 1. With \$100,000 budgeted for the grant program this year, there is over \$36,000 of available funds remaining.

On April 2, 2012, Jay Gilbert, owner of the property at 479 N. Main Street, applied for a \$1,876 Commercial Façade Improvement Grant for a façade renovation of the building located on the aforementioned property. This retail and office building is located in the C5A Central Business District Central Retail Core Sub-district on the east side of N. Main Street, north of Crescent Boulevard and south of Pennsylvania Avenue. The first floor retail space is currently occupied by Larc Jewelers. Jay Gilbert is requesting assistance for the replacement of existing plywood under the first floor windows with limestone squares.

The existing plywood below the first floor windows will be removed and three (3) squares of new Indiana Buff limestone will be installed underneath each of the windows. The limestone squares will be affixed with mortar and will be separated by mortar joints. Limestone will also be installed underneath the windows on either side of the door. A schematic drawing of the framing for the limestone and a written description of the work is included with the grant application. The total cost estimate for the project is \$3,753. The applicant is requesting a fifty (50) percent matching grant totaling \$1,876 to assist with the completion of the project.

Issues

Façade Improvement Grants are available to all commercial properties in the Village. Eligible applicants include the owners of commercial buildings or commercial businesses. Work which qualifies for assistance through the Commercial Façade Improvement Grant includes improvements to the exterior of a building which are visible from the public right-of-way. Eligible improvements include façade repair and treatment, window frame replacement, exterior doors, awnings without signage, exterior lighting, restoration of original architectural features, and other projects which will

provide permanent exterior improvements to the property. Additionally, applicants must plan to install a minimum of \$1,000 of material improvements.

The petitioner intends to use Indiana Buff Limestone, specifically chosen to match the existing limestone on the building. This renovation fulfills Appearance Review Guideline Section 3.4 “*Original building materials should not be covered and new construction should use the same or similar materials as on the original building in terms of type, texture and color.*” The proposed work will enhance the appearance of the storefront at 479 N. Main Street by upgrading the outdated, painted and deteriorating plywood, and restoring the architectural character of the lower portion of the building. Staff has reviewed the request and believes the applicant is eligible for the grant. This improvement will enhance the appearance of the building and we have no concerns with the Village Board awarding the requested grant.

Action Requested

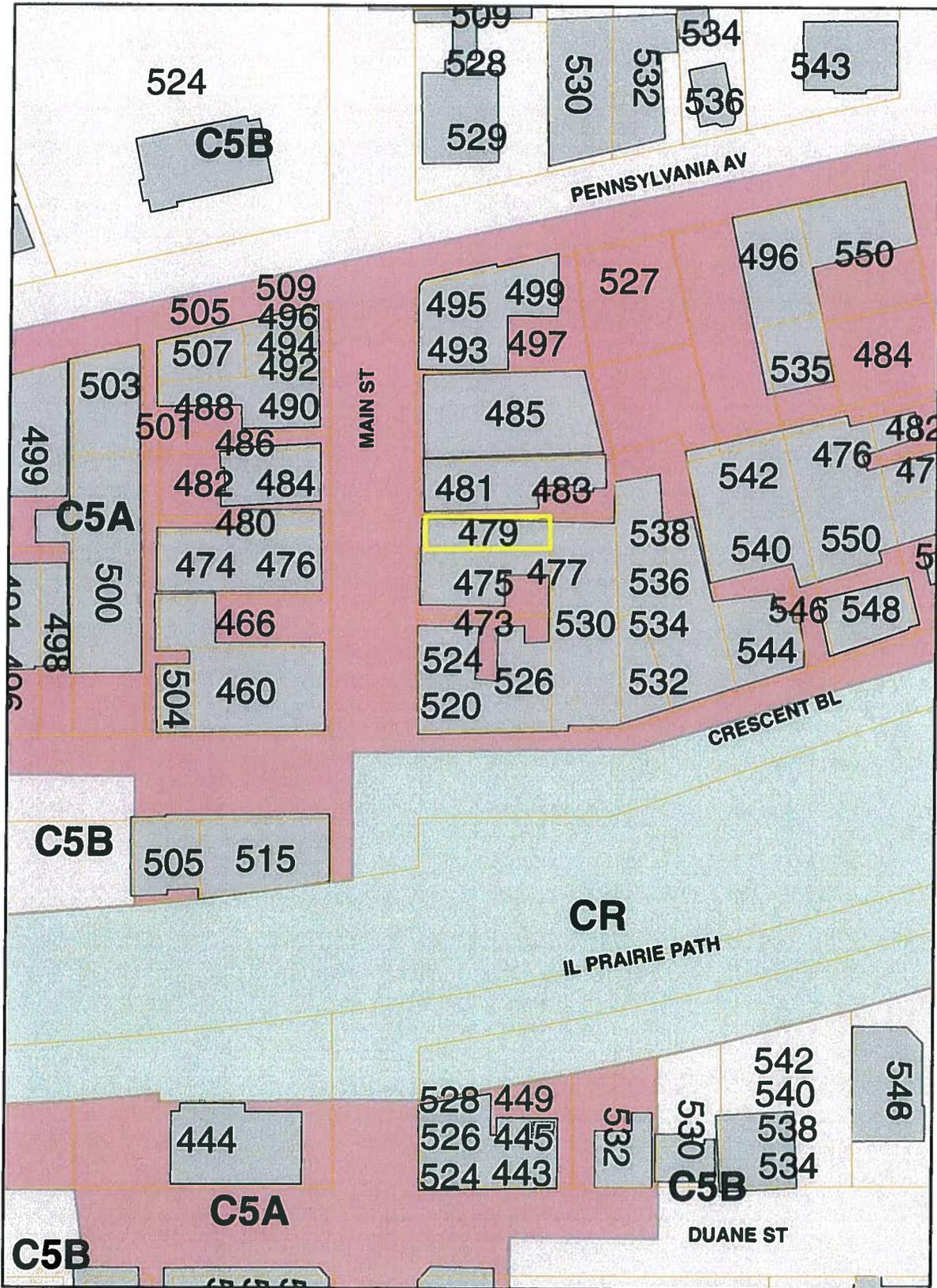
The Village Board may approve this request for a \$1,876 Commercial Façade Improvement Grant, approve a different grant amount, or choose to deny the request.

Attachments

- Location Map
- Excerpt from Appearance Review Guidelines Section 3.4
- FY 11-12 Village Grant Programs Summary chart updated January 10, 2012
- Jay Gilbert Commercial Façade Improvement Grant Application

CC: Janie Patch, Glen Ellyn Economic Development Corporation
Jay Gilbert, Gibr 479 LLC, Property Owner

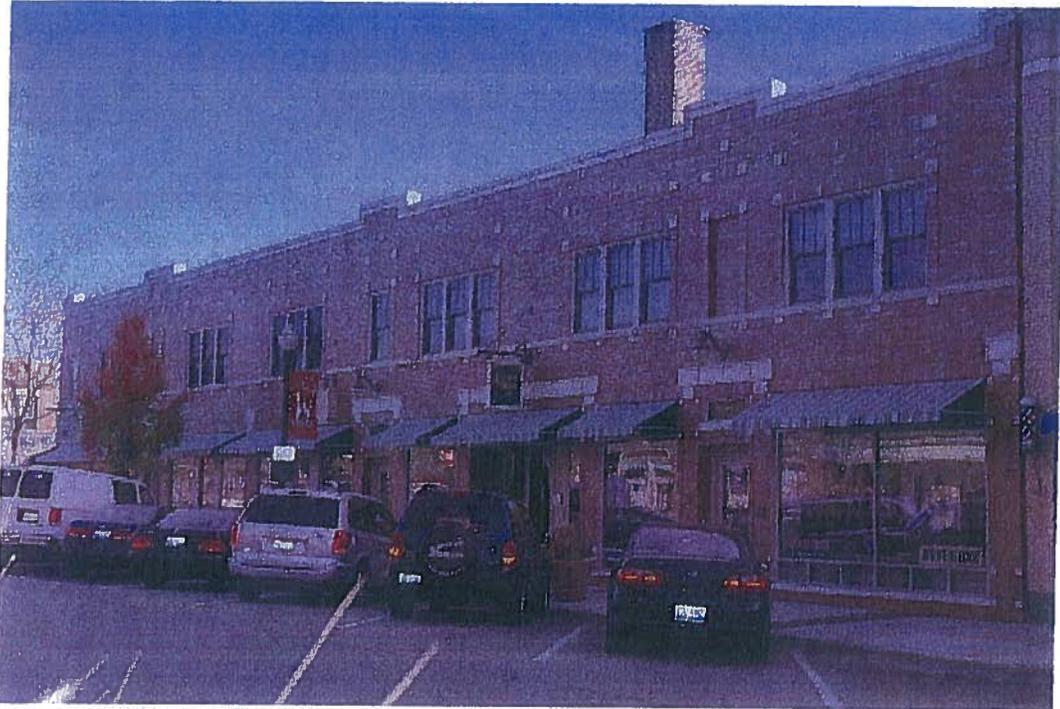
479 N Main Street



Prepared By: Planning and Development
 Date: April 16, 2012

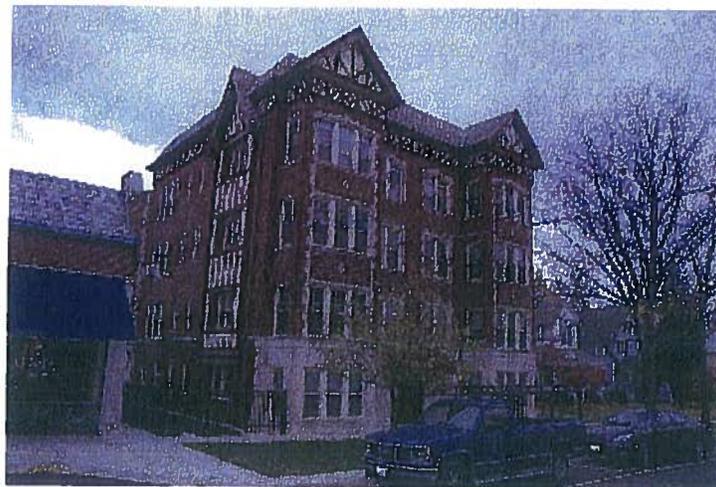
0 175 350





Compatible Remodeling of Historic Structure, Knippen Building in Wheaton

3.4 Original building materials should not be covered and new construction should use the same or similar materials as on the original building in terms of type, texture and color. Particularly inappropriate are veneers of artificial stone, metal panels, vinyl siding, rough sawn wood and stucco applied over brick surfaces. If applied only in patches as accents, they break up the continuity of the wall surface and can serve as a trap for moisture, thereby creating deterioration of the original underlying surface.



Apartments on Hillside Avenue with Distinctive Architectural Detailing

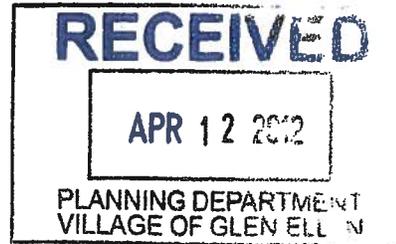
3.5 Maintain distinctive architectural treatments. These may include such items as tile or slate roofs, special wood trim, brick corbels or patterns, terra cotta, stone sills or

VILLAGE GRANTS PROGRAM

Updated 1/10/12

BUSINESS	APPLICANT NAME	ADDRESS	TYPE OF GRANT	DATE RECEIVED	DATE OF APPROVAL	TOTAL # OF REVIEWS	REVIEW TIME/DAYS	WEEKS	MONTHS	AMOUNT REQUESTED	AMOUNT APPROVED
FY 10/11											
Gratto		433 Main	Façade		11/18/2010					\$ 10,000.00	\$ 10,000.00
Treasure House		479 Pennsylvania	Façade		12/16/2010					\$ 3,000.00	\$ 3,000.00
Marcel's	Jillian Foucre	490 N. Main	Interior	1/9/2011	1/20/2011	1	11	1.57	0.37	\$ 15,000.00	\$ 12,341.00
TOTAL ENCUMBERED FY 10/11										\$ 28,000.00	\$ 25,341.00
FY 11/12											
Marcel's	Jillian Foucre	490 N. Main	Façade	6/8/2011	6/27/2011	1	19	2.71	0.63	\$ 15,000.00	\$ 15,000.00
Costello	Joe Costello	474 N. Main	Interior	6/20/2011	6/27/2011	1	7	1.00	0.23	\$ 20,000.00	\$ 15,000.00
Key Investment	Jeanine Valdez	462 Park	Façade	6/22/2011	7/25/2011	3	33	4.71	1.10	\$ 10,000.00	\$ 5,000.00
Larc Jewelers	Jay Gilbert	479 N. Main	Façade	4/27/2011							
Northside Grill	Dan Sronkoski	499 Pennsylvania, #D	Façade	7/8/2011	11/14/2011	2	129	18.43	4.30	\$ 526.00	\$ 526.00
Northside Grill	Dan Sronkoski	499 Pennsylvania, #D	Interior	10/14/2011	11/14/2011	2	31	4.43	1.03	\$ 12,500.00	\$ 12,500.00
Subway	Suryakant Patel	572 Crescent	Interior	10/3/2011	11/14/2011	2	42	6.00	1.40	\$ 15,000.00	\$ 15,000.00
Subway	Suryakant Patel	572 Crescent	Façade	10/3/2011	not approved	1				\$ -	\$ -
Veiled by Cha Cha	Antoinette Cervantes	524 Duane	Façade	9/5/2011							
New Business	Andy Hortatsos	542 Crescent		expected 2012							
AVERAGE REVIEW TIME										1.71	1.45
6.21										\$ 73,026.00	\$ 63,026.00

Gibr 479 LLC
479 N. Main St., Suite 200
Glen Ellyn, IL 60137
Tel: (630) 469-4200



April 12, 2012

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

Re: Façade Improvement Grant Application

Ladies and Gentlemen:

The property at 479 North Main Street is a two-story brick storefront building in Downtown Glen Ellyn, with a retail store on the first floor and offices on the second floor. From what I have been able to determine, the building was built in 1922. The store has the original hardwood floors and pressed tin ceiling. The building is currently owned by Gibr 479 LLC, of which I am a member.

The building was rehabbed in 1986 when the Sherwin Williams lease expired and the paint store moved to Roosevelt Road. Part of that rehab involved the replacement of the storefront glass, as required by the Village's Building Code. Beneath the windows is plywood, which, although painted regularly, has deteriorated and is now somewhat unsightly. We would like to improve the façade of the building, in a manner that would be architecturally and aesthetically consistent with original building, by replacing that plywood with limestone. The undertaking to improve the façade was included in our lease with Larc Jewelers LLC, and was an inducement to Larc to lease our store (which represented a significant expansion of its retail space). Obviously, an improved façade benefits the Village by improving the appeal of the Central Business District.

As you can see from the pictures we submitted with the Façade Improvement Grant Application, there are limestone blocks at the corners of the building and vertical limestone banding at each side of the front elevation. The material used was Indiana Buff limestone (which, I have been told, was the only limestone available at that time). We propose to use 1.5" thick slabs of the same Indiana Buff limestone, to match the existing limestone.

The slabs under each of the two front windows would be divided into three pieces of equal width, with a thin vertical mortar joint between each. The limestone under each of the windows by the doorway would be a single piece.

As shown on the diagram that was prepared for the building permit application (and as shown on one of the pictures), behind the existing plywood are the supports for the storefront windows. There are spaces between those supports. Those spaces will be blocked with exterior plywood, flush with the front of the supports, in order to form a flat, continuous surface to which the limestone will be affixed. Tyvek will be applied to the entire wood surface to prevent water penetration.

If you need any further information, please let me know. Thank you for your consideration of our Application.

Very truly yours,

A handwritten signature in blue ink that reads "Jay Gilbert".

Jay Gilbert

Gibr 479 LLC
479 N. Main St., Suite 200
Glen Ellyn, Illinois 60137
Tel: 630-469-4200
Fax: (630) 469-4215



April 2, 2012

Ms. Staci Hulseberg
Planning and Development Director
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137

Re: Commercial Façade Improvement Grant Application

Dear Staci:

Enclosed is a Commercial Façade Improvement Grant Application for the work we discussed the other day. Basically, the work consists of replacing the plywood beneath the storefront windows with Indiana Buff limestone to match the existing limestone. Also enclosed are the following:

1. Drawing depicting the proposed improvements.
2. Signed proposal from Meehan Masonry.
3. Proposal from Schwake Stone for the limestone.
4. IRS Form W-9.
5. Pictures showing the façade, the plywood, the existing limestone and what are behind the existing limestone.

The carpentry and flashing will be done on a time and materials basis, so I have estimated the costs of that work.

I am submitting an Application for Building Permit today. Meehan Masonry will submit an application to become a licensed contractor in Glen Ellyn, if that hasn't been done already.

Please let me know if there is anything else you need. Thank you for your consideration.

Gibr 479 LLC

A handwritten signature in blue ink that reads "Jay Gilbert". The signature is written in a cursive, flowing style.

Jay Gilbert, Member

Enclosures

VILLAGE OF GLEN ELLYN
Commercial Façade Improvement Grant Application

REQUIRED SUBMITTALS WITH APPLICATION:

1. Current digital photos of all building facades visible from the public right-of-way which will receive improvements
2. A schematic drawing with enough detail to depict the proposed improvements
3. Signed vendor contract(s) with cost for proposed improvements
4. Consent from the building owner for proposed improvements, by signature on this form
5. Completed IRS Form W-9 Request for Taxpayer Identification Number and Certification

BUSINESS OWNER INFORMATION

Business Owner Name: JAY GILBERT

Home Address: 1445 S. LORRAINE RD. #218, WHEATON, IL 60189

Business Name: GLBRT 479 LLC

Business Address: 479 N. MAIN ST., SUITE 200, GLEN ELLYN, IL 60137

Business Phone: 630-469-4200 Fax Number: 630-469-4215

Home Phone: 630-774-8878 Email Address: JAY@GLBRT.COM

If tenant, what is the expiration date of your current lease? N/A

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

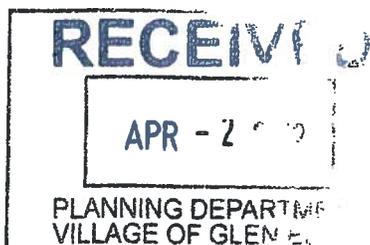
Property Owner Name: N/A

Property Owner Address: _____

Property Owner Phone: _____

Property Owner Fax: _____

Property Owner E-mail: _____



DESCRIPTION OF PROPOSED IMPROVEMENTS

REMOVE THE EXISTING PLYWOOD BENEATH THE
STOREFRONT WINDOWS AND REPLACE IT WITH
INDIAN BUFF LIMESTONE SQUARES (TO MATCH
EXISTING LIMESTONE) - 1.5" THICK

ITEMIZED ACTIVITY DESCRIPTION

COST

REMOVE EXISTING PLYWOOD + BLOCK W/ 3/4" PLYWOOD

\$ 450

LIMESTONE

\$ 1,003

INSTALL LIMESTONE

\$ 2,050

FLASH W/ ALUMINUM FLASHING TO MATCH WINDOWS

\$ 250

TOTAL PROJECT COST:

\$ 3,753

AMOUNT OF GRANT ASSISTANCE REQUESTED:

\$ 1,876

APPLICATION CERTIFICATION

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

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

JAY GILBERT
Applicant Name (PRINT)

Jay Gilbert
Applicant Signature

4/2/12
Date

CONSENT FROM PROPERTY OWNER (Required if different from Applicant)

GLBRT 479 LLC
Property Owner Name (PRINT)

GLBRT 479 LLC
BY: Jay Gilbert, MEMBER
Property Owner Signature

4/2/12
Date

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

Application is: _____ Approved

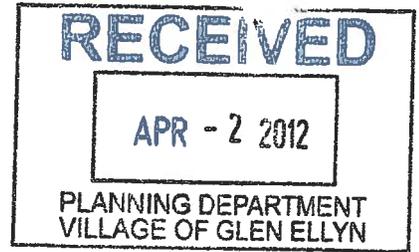
_____ Denied

Village President

Date

Planning and Development Director

Date



Meehan Masonry
Tom Andler
2071 Halsey Dr.
Des Plaines, IL 60018
Cell : (847) 338-0481

Submitted To: Jay Gilbert
Property Address: 479 N Main St.;
Glen Ellyn, IL 60137
Phone Number: 630-469-4215
Email Address: jay@glbrt.com

We hereby submit specifications and estimates for:

Area must be Tyveked and ready for installation of wire mesh.

- * Installation of wire mesh
- * Installation of limestone squares
- * Placement of clear sealer on limestone

Labor: \$1,600.00 to \$1,800.00

Material: \$150.00 to \$250.00

(If I don't have to bring a generator or water, the cost of material will stay at \$150.00)

Please ensure water and electricity are available. Installation of limestone squares will have to be completed through the night from 10 p.m. to 6 a.m..

We propose to furnish material and labor-complete in accordance with the above specifications with payment to be made as follows: **Customer pays for stone and balance upon completion.**

ACCEPTED this 2nd day of April, 2012

Gibr 479 LLC

By:



Jay Gilbert, Member



Robert Schwake Stone Company

1313 Rand Rd. Des Plaines, IL 60016
 847-824-2150 CONTRACTOR 847-824-3213 RETAIL FAX 847-824-3213
 1440 TOWN LINE RD. MUNDELEIN, IL 60050
 847-566-0799 FAX 847-566-0756

Fax Cover Sheet

Client:	MEEHAN MASONRY	Project:	ROGER GREENE
Address:	TOM	Order:	3-22-13
Phone:	630-855-6625	Phone/Fax:	847-824-2151 847-824-3213
Notes:			

- URGENT
 REPLY ASAP
 PLEASE COMMENT
 PLEASE REVIEW
 FOR YOUR INFORMATION

TOTAL PAGES, INCLUDING COVER: 1

Comments: QUOTE ON STORE FRONT

INDIANA BUFF LIMESTONE

1PC 21.5X1.5X3-1 AS PER DRAWING

1PC 22.5X1.5X3-1 AS PER DRAWING

3PCS 23X1.5X2-3

3PCS 23X1.5X2-1

TOTAL \$838.00 TAX INCLUDED PICKED UP

INDIANA GRAY LIMESTONE

SAME AS ABOVE

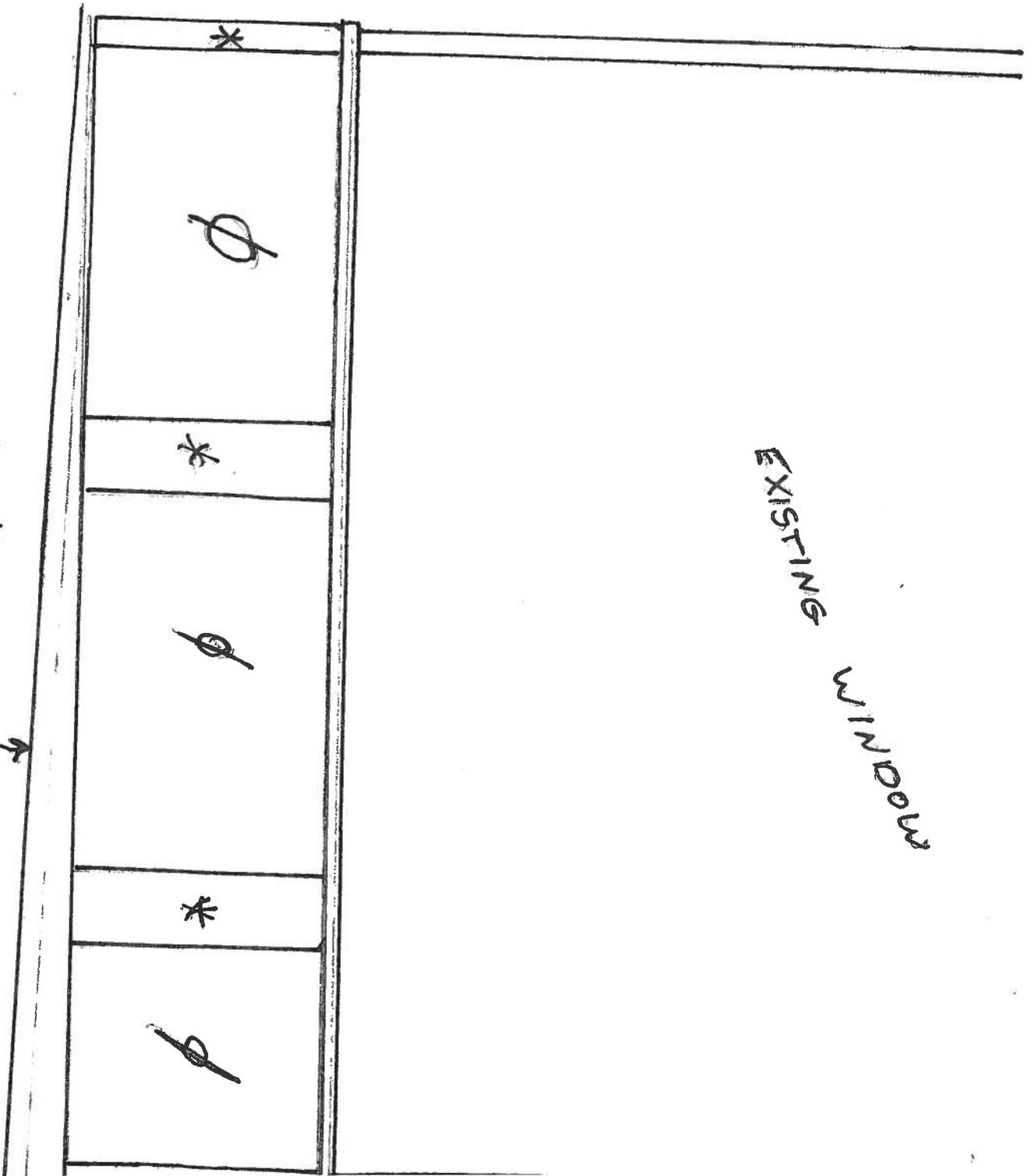
TOTAL \$762.00 TAX INCLUDED PICKED UP

DELIVERY TO GLEN ELLYN \$165.00

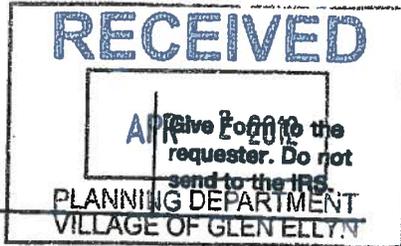


EXISTING WINDOW

EXISTING GRADE ↘



Request for Taxpayer Identification Number and Certification



Name (as shown on your income tax return)
Gibrt 479 LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **P** Exempt payee

Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
479 N. Main St., Suite 200

City, state, and ZIP code
Glen Ellyn, IL 60137

List account number(s) here (optional)

Requester's name and address (optional)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		
Employer identification number								
5	6	-	2	6	4	9	6	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Jay Dilbert* Date ▶ **4/20/12**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

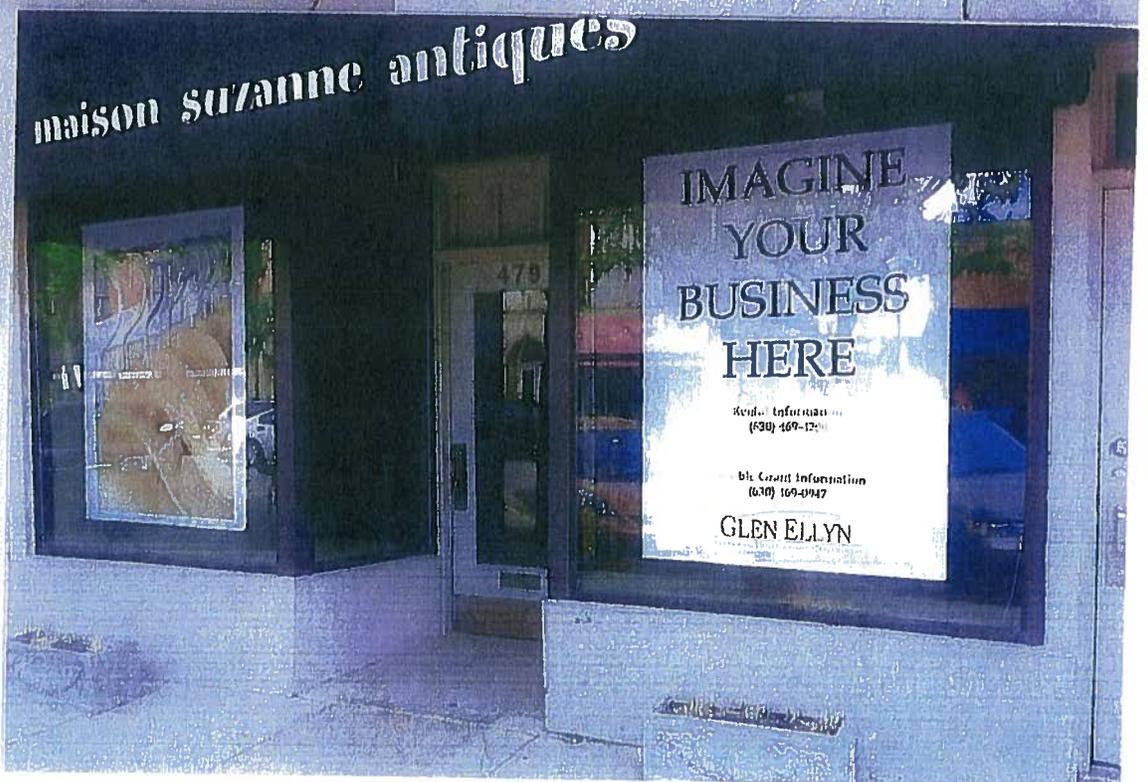
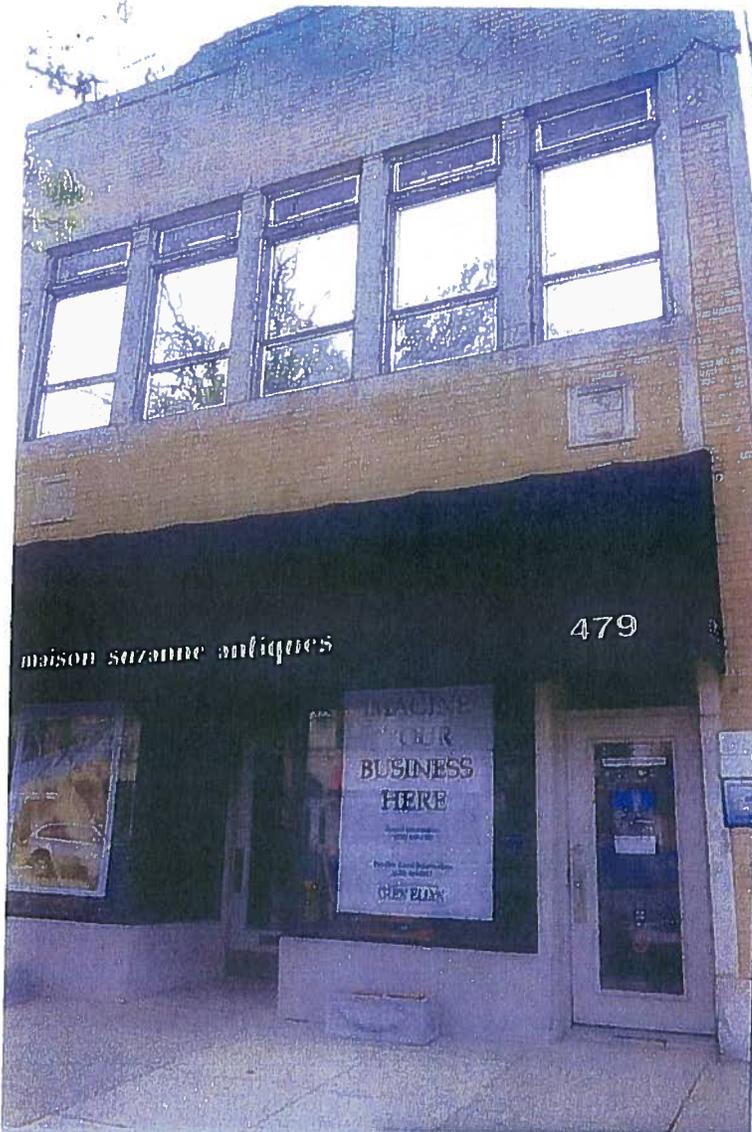
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



(630) 469-0947
GLEN ELLYN
Economic Development Corporation



A.lh

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Jeffrey D. Perrigo, Civil Engineer
Bob Minix, Professional Engineer
Julius Hansen, Director of Public Works

DATE: April 13, 2012

RE: Comprehensive Traffic Signs Inventory Project - Proposal



Comprehensive Traffic Signs Inventory Project

The Manual on Uniform Traffic Control Devices (MUTCD) is the national standard for all traffic control devices on any street or highway open to public travel. The MUTCD requires signs to be either illuminated or made with retroreflective sheeting materials. Most signs in the U.S. are made with retroreflective sheeting materials, which degrade over time and therefore have a limited life. Until now, there has been little information available to determine when signs need to be replaced based on retroreflectivity. The Federal Highway Authority (FHA) has mandated that all agencies assess and inventory their traffic signs to manage the condition and visibility of the signs.

To satisfy the FHA requirement and the needs of the Department, proposals were requested by three firms to (1) meet the FHA mandate and (2) provide a comprehensive inventory of our signs including their locations geo-referenced. Fees for the contemplated work ranged from approximately \$23,000 to \$38,000. Each proposal included optional features that will increase the final cost of work but also provides potentially valuable information that can be integrated into the Department's Cartegraph software program as well as the Village's nascent GIS.

Lowest Cost Proposal

The least expensive proposal was provided by MDS Technologies, Inc. (MDS) with a base fee of \$22,650 which includes the field work, sign inventory and mapping, loading the data into Cartegraph's SignView and assessing the traffic sign's retroreflectivity. Optional components included an additional cost of \$3,300 for providing a link to our GIS and providing digital images of the signs. All totaled, the optional components of the proposal brings the total proposal to \$25,950. Our 2011/12 Budget includes a line item of \$40,000 for the proposed work.

The proposed work is of a unique nature and only well-established firms were considered for the work. We have a long-standing relationship with MDS dating back nearly ten years, and several projects.

Action Requested

At this time, we are requesting the award of a contract to **MDS Technologies, Inc. of Park Ridge, IL**, in the amount of **\$30,000** (including a 15% contingency) which will cover the anticipated expenses to comply with the FHA mandate and provide for the integrated functionality of the Department's asset management software and GIS.

Please note the following:

Comprehensive Traffic Signs Inventory Project Recommended Funding MDS Technologies, Inc., Park Ridge, IL			
Project Item	Funding Source (FY 11-12)	Account No.	Amount
Comprehensive Traffic Signs Inventory Project	General Fund – Operations Division	143200-521055	\$30,000

Attachments

- MDS Technologies, Inc. Proposal dated April 10, 2012
- Excerpt of the FY 2011/2012 Budget:

11. Professional Services/Other: (\$60,500) Includes \$2,500 for weather forecasting and monitoring, \$15,000 for Consulting Forester charges related to Tree Protection Ordinance enforcement, and \$3,000 for electrical contractor services. Also includes \$40,000 for sign inventory, GPS location identification and retro-reflectivity assessment mandated by the Federal Highway Authority to be completed by January 1, 2012.

cc: Kristen Schrader, Assistant to the Village Manager – Administration

A-6i

MEMORANDUM

DATE: April 16, 2012
TO: Mark Franz, Village Manager *4*
FROM: Frank Frasco, Fleet/Equipment Services Supervisor
Julius Hansen, Public Works Director
RE: FY11/12 Vehicle/Equipment Purchase – Recommendation (#206)
CC: Kevin Wachtel



The Equipment Services Division (ESD) of the Public Works Department has researched and created specifications for a replacement telescoping/articulating insulated aerial bucket truck. The ESD has demonstrated numerous machines in the past two years and has found this proposed machine to be most conducive to the needs of the Public Works Department. The Operations Division uses this vehicle year round for street light maintenance and repair; traffic signal maintenance; hanging banners; tree pruning; and hanging holiday decorations. This vehicle is also utilized by the Facilities Maintenance Department for building repairs.

The existing twelve year old machine is fully depreciated, has reached the end of its useful life with 5,000 hours of operation and no longer meets the needs of the Department. The old bucket truck will be liquidated at a public auction sale. In the current FY11/12 budget, the Village Board has approved \$79,000 for the purchase of this equipment.

Normally this vehicle would be replaced after 10 years of service, but this aerial bucket truck was capable of providing an additional 2 years of service. This vehicle was eliminated from last year's proposed budget and now is overdue for replacement. Its operating costs have since risen and its reliability has decreased. In fact, an employee was stuck in the bucket up in the air while operating the truck last year. As replacement costs continue to rise annually, our replacement contributions for this machine have ended and available funds will remain constant at \$79,000.

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. Equipment Services has received the required paperwork on the 2012 Illinois Joint Purchase Contract initiative and SPC contracts. The ESD also obtained a proposal directly from the manufacturer of the body and aerial equipment, Altec Industries in an effort to receive the truck in a shorter timeframe. Altec's proposal provides a completed unit that meets our specifications and is in their unsold inventory at a reduced price.

The replacement truck will be a two wheel drive 18,000 pound GVW dual rear wheel chassis powered by an ultra low emission 6.7 liter diesel engine and a 6 speed automatic transmission. It will be equipped with a 37 foot insulated telescoping/articulating aerial lift mounted on a steel utility

body. Safety equipment will include 4-wheel antilock brakes, air bags, emergency lighting, manual lowering valve, and a 50kV rated platform.

The ESD team requested and obtained Illinois State Bid pricing; Suburban Purchasing Cooperative pricing and a proposal from the body manufacturer.

VENDOR	CHASSIS MAKE/MODEL	BODY/AERIAL MODEL	AMOUNT
Altec Industries	2012 Ford F-550	AT37G	\$82,993.00*
Badger Truck Center (IL State Bid)	2012 Ford F-550	AT37G	\$85,852.00
Currie Motors (SPC)	2012 Ford F-550	AT37G	\$86,304.00

ESD has reviewed these contracts/proposals and recommends the Village Board approve a contract with the equipment manufacturer, Altec Industries, for the purchase of a 2012 Ford F-550 with an Altec body and 37 foot aerial device in the amount of \$82,993. Funding should be expensed to the FY11/12 Capital Outlay –Vehicles Fund, account 65000-570155 in the amount of \$82,993.00.

**A lower purchase price could be secured by the Village due to remaining unsold inventory at the manufacturer.*



VEHICLE #206: A 2000 Ford F450 aerial bucket truck purchased for \$59,000. This vehicle is on a ten-year depreciation schedule, is fully depreciated and has over 4,500 hours on it. Public Works Operations Division uses this vehicle year round for street light maintenance/repair, traffic signal maintenance, hanging banners, tree pruning and hanging holiday decorations. This vehicle is also utilized by the Facilities Maintenance Department for building repairs. Depreciation funds have been reserved in the amount of \$78,300 for the replacement of this vehicle.
 Projected replacement cost.....\$79,000

VEHICLE #253: A 1993 John Deere F925 tractor purchased for \$16,000. This 18-year old tractor is on a seven-year depreciation schedule, is fully depreciated and has reached the end of its useful life. The Public Works Operations Division uses this tractor and its attachments for the removal of snow from sidewalks throughout the Central Business District and other Village owned properties. Depreciation funds have been reserved in the amount of \$19,600 for the replacement of this equipment. The replacement vehicle will be a Holder C2.45 with a 44 inch blower attachment; a 44 inch rotary broom; a drop salt spreader; and a dump body.
 Projected replacement cost.....\$98,700

The following vehicles and equipment are fully depreciated and funded, but they will not be replaced this year due to low mileage/hours and or the fact that they are in good overall condition.

- VEHICLE #001- A 2009 Ford Expedition
- VEHICLE #009- A 2008 Ford Crown Victoria
- VEHICLE #018- A 2008 Ford Expedition
- VEHICLE #207- A 2000 GMC K2500 Pick-up Truck (eliminated from fleet)
- VEHICLE #213- A 1999 GMC K2500 Pick-up Truck (eliminated from fleet)
- VEHICLE #222- A 2004 Ford Taurus
- VEHICLE #224- A 2004 Ford Ranger
- VEHICLE #225- A 2000 Ford F450 Crane Truck (eliminated from fleet)
- VEHICLE #226- A 2005 Dodge Grand Caravan
- VEHICLE #232- A 2004 Ford F350 Dump Truck
- VEHICLE #233- A 2004 Ford F350 Dump/Lift Gate Truck
- VEHICLE #270- A 2004 Ford F450 Utility Truck
- VEHICLE #514- A 1989 Ingersoll Rand Air Compressor

13. **Capital Outlay-Equipment:** (FY10/11 Estimated Actual \$352,250)

Includes \$350,000 for replacement of the fuel station and underground storage tank at the Reno Center. This purchase was unbudgeted and was necessitated due to a leak in the underground storage tank. The cost of the tank and future replacement will be funded via charges to other Village funds and outside agencies which are users of the fuel station over a 20 year period.



Quote Number: 120815 - 2
Altec, Inc.

March 22, 2012
Our 83rd Year

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

Bill To:
Village of Glen Ellyn
535 Duane St.
Glen Ellyn, IL 60137

ATT: Frank Frasco

Altec Quotation Number 120815 - 2
Account Manager: Mark Finch
Inside Sales Rep: Beverly A Strickland

Altec Sales Order(s):

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	<u>Unit</u>	
1.	ALTEC Model AT37G telescoping/articulating aerial device with an insulating articulating arm, insulating telescopic upper boom, and the patented ISO-Grip insulating system at the boom tip. For installation behind the cab chassis built in accordance with ALTEC's standard specifications and to include the following features: A. Hydraulic platform leveling system. B. Hydraulic tool circuit at the platform. C. Emergency lowering valve at the platform. D. Single handle control at the platform with a safety interlock system E. Two (2) operators and maintenance/parts manuals. F. Working height: 42 Feet G. Side reach: 28 Feet	1
2.	AT37G Unit Model	1
3.	Post style pedestal mounting	1
4.	Poly Reservoir, Pedestal Mounted, 7 Gallon Includes Sight Gauge.	1
5.	225 Single, one-man, end-mounted platform with 180 degree rotator, 24 x 30 x 42. Platform is rated at 350 pounds.	1
6.	252 Platform Cover - nylon reinforced vinyl (24 x 30) for single, one-man, fiberglass platform.	1
7.	258 Platform liner - for single, one-man fiberglass platform (24 x 30 x 42). 50 kV rating (minimum).	1

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You
UTILITY EQUIPMENT AND BODIES SINCE 1929



- | | | |
|-----|---|---|
| 8. | Increased platform capacity by 50lbs | 1 |
| 9. | Altec ISO-Grip insulated single handle control (green) - tiller-type upper control with safety interlock and interlock guard. Dielectrically tested for limited secondary protection between valve and handle. 4-function control operates unit rotation, articulating arm, lower boom, and upper boom. | 1 |
| 10. | Engine Start/Stop at the upper controls, captive air actuated | 1 |
| 11. | Manual lowering valve located at the boomtip. For use in emergency situations to allow the operator to lower the boom to the ground | 1 |
| 12. | 650-40211 Start/Stop 12VDC Module behind the drivers seat, inside the cab. Module accommodates various options such as engine start/stop, power take off and engine speed control module for specific engines and chassis | 1 |
| 13. | Altec white (standard). | 1 |

Unit & Hydraulic Acc.

- | | | |
|-----|--|---|
| 14. | MV-22 Hydraulic Oil (Standard). | 9 |
| 15. | Standard Pump For PTO | 1 |
| 16. | Hot shift PTO for automatic transmission | 1 |

Body

- | | | |
|-----|--|---|
| 17. | 108 Inch Universal Small Aerial Body For 60 Inch CA, to meet the following specifications: | 1 |
| | A. Basic body fabricated from A40 grade 100% zinc alloy coated steel | |
| | B. All doors are full, double paneled, self-sealed with built-in drainage for maximum weather-tightness. Electro-zinc plated, steel hinge rods extend full length of door. | |
| | C. Door hinges are zinc alloy material attached with rivets | |
| | D. All doors contain zinc plated flush type, keyed locks with recessed handles. Door handles are riveted to the outer door panel. Back panel has opening for easy access. | |
| | E. Heavy-gauge welded steel base construction with safety tread floor. | |
| | F. All edges are either rolled or folded for strength and safety | |
| | G. Door header drip rail at top for maximum weather protection. | |
| | H. Neoprene or rolled fenders on wheel fender panels. | |
| | I. Steel treated for improved primer bond and rust resistance. | |
| | J. Automotive underseal applied to body. | |
| | K. Prime painted with two part epoxy | |



- N. Automotive type non-porous door seals mechanically fastened to the door facing
- O. 108 Inch Body Length
- P. 39 - 41 Inch Body Height (Standard)
- Q. 94 Inch Body Width (Standard)
- R. 20 Inch Body Compartment Depth (Standard)
- S. Body Color - White (Standard)
- T. Finish Paint Body At Body Manufacturer (Standard)
- U. 8 Inch Body Cross-members (Standard)
- V. No Treadplate Required On Compartment Tops
- W. 5 Inch tall wood tailboard installed at the rear of body cargo area
- X. No Compartment Lighting Supplied by the Body Manufacturer
- Y. Rotary Paddle Latch With Lock (Standard)
- Z. Master Body Locking System (Standard)
- AA. No Chock Holders In Line Body Fender Panel Required (Standard)
- AB. Gas Shock Type Rigid Door Holders For Vertical Doors (Standard)
- AC. Chains On Horizontal Doors
- AD. Hot Stick Shelf Full Length (Right Side Only)
- AE. Drop-Down Hot Stick Door For One (1) Shelf (Right Side)
- AF. Two (2) Hot Stick Brackets
- AG. 1st Vertical Street Side (LH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers
- AH. 1st Horizontal Street Side (LH) - One (1) Fixed Shelf With Removable Dividers On 8 Inch Centers
- AI. Rear Vertical Street Side (LH) - Six (6) Adjustable Locking Swivel Hooks
- AJ. 1st Vertical Curb Side (RH) - Seven (7) Adjustable Locking Swivel Hooks
- AK. 1st Vertical Curb Side (RH) - Inverter Storage At Bottom Of Compartment With Louvered Panel On Inside Cargo Wall
- AL. 1st Horizontal Curb Side (RH) - Vacant
- AM. Rear Vertical Curb Side (RH) - Two (2) Adjustable Shelf With Removable Dividers On 4 Centers

Body and Chassis Accessories

- 18. Steel Tailshelf, 94" Wide x 38" Long with Wheel Chock Holders (1 Each Side) Add grab handle at rear of tailshelf for 3 pt. access. 1
- 19. Cable Step Installed At Rear, Single Step 1
- 20. U-Shaped Grab Handle Installed At Rear 1
- 21. Small Grab Handle Installed At Rear 1
- 22. Combination 2" Ball And Pintle Hitch (16,000 LB) 1
- 23. Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount. 1



24.	Platform Rest	1
25.	Boom Storage Support For Telescopic Unit Boom storage support installed at streetside rear of cargo area. Installed as close to streetside cargo area wall as feasible to maximize access to cargo area.	1
26.	Wheel Chocks - rubber (Pair)	1
27.	Mud Flap Without Altec Logo (Pair)	1
28.	Safety Harness & 6 FT Lanyard (Fits Medium To X-large)	1
29.	5 LB Fire Extinguisher with Bracket mounted in cab floorboard, centered, behind seats.	1
30.	Triangular Reflector Kit behind bench seat in chassis cab	1
31.	Front Torsion Bar Installed On Chassis	1
32.	Rear Torsion Bar Installed On Chassis	1
33.	Appropriate Counterweight Added for Stability of Unit	1
34.	Slope Indicator Assembly For Machine Without Outriggers	1
35.	Soft Vinyl Lanyard Pouch	1
36.	Vinyl manual pouch installed for storage of all operator and parts manuals	1

Electrical Accessories

37.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Incandescent)	1
38.	One amber strobe light, post mounted on the Streetside front of the body, visible above the chassis cab With brush guard and master switch and indicator light in cab.	1
39.	Single tone back up alarm installed between the chassis frame rails at the rear of the chassis. To work in conjunction with chassis reverse drive system	1
40.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1
41.	Dash panel rocker switches supplied with Ford Chassis, 4 auxiliary switches supplied in up fitting package from Ford	1
42.	PTO Indicator Light Installed On Dash	1

Finishing Details



43.	Focus Factory Build	1
44.	Delivery Of Completed Unit	1
45.	Altec Aerial Device painted white with the Altec Powder Coat Paint Process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electro-statically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.	1
46.	Finish Paint Body And Accessories Altec White	1
47.	Apply Non-Skid Paint To All Walking Surfaces And Front Of Body Apply to entire tailshelf (top & sides), cargo area floor, compartment tops, and any open treadplate area. Also apply black nonskid to front of body (facing chassis).	1
48.	English Safety And Instructional Decals	1
49.	Vehicle Height Placard - Installed In Cab	1
50.	Dielectric test unit according to ANSI requirements.	1
51.	Stability test unit according to ANSI requirements.	1
52.	AT37G FA Installation	1
53.	Shield hydraulic hoses from exhaust heat.	1

Chassis

2012 Ford F-550 4x2 (See Attached)

TOTAL: \$82,993.00

Additional Pricing

54.	Stock Unit	1
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Miscellaneous

55.	Standard Altec Warranty	1
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Altec Industries, Inc.

BY _____

Beverly A Strickland

Notes:

- 1 Altec Standard Warranty:
 - One (1) year parts warranty.
 - One (1) year labor warranty.
 - Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Bidder is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

2 F.O.B. - Customer Site

Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

4 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

5 Terms: If chassis is ordered through ALTEC Industries, Inc. the chassis payment is due upon receipt of the chassis at ALTEC Industries, Inc. Balance is due IMMEDIATE days after receipt of completed unit.

6 Interest charge of 1/2% per month to be added for late payment.

7 Delivery: 180-210 days after receipt of order PROVIDING:

- A. Chassis is received a minimum of sixty (60) days before scheduled delivery.
- B. Approval drawings are returned by requested date.
- C. Vendor or customer supplied accessories are received by date necessary for compliance with scheduled delivery.
- D. Altec makes every effort to meet the delivery commitments we provide to our customers. Unfortunately, if a chassis manufacturer fails to deliver the bare chassis to our plant for the installation of our equipment, we cannot deliver a finished product to you, our customer. Recent inconsistencies by some chassis manufacturers have forced us to include this disclaimer in every bid. If a chassis manufacturer halts or delays production for any reason, Altec cannot be held responsible.

8 This quotation is valid until DEC 08, 2010. After this date, please contact Altec Industries, Inc. for a possible extension.

9 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

10 Please direct all questions to Mark Finch at 317-313-6145

A-lej

MEMORANDUM

DATE: April 16, 2012

TO: Mark Franz, Village Manager

FROM: Frank Frasco, Fleet/Equipment Services Supervisor
Julius Hansen, Public Works Director

RE: FY12/13 Vehicle/Equipment Purchase – Recommendation (Squads 03, 18)

CC: Phil Norton, Kevin Wachtel



In past years, the Village of Glen Ellyn has approved the purchase of vehicles to allow for the cost saving benefit from the Illinois State Joint Purchase program and the Suburban Purchasing Cooperative. The Village Board has also approved the purchase of vehicles in the spring with the order being placed in one fiscal year and the actual delivery and payment of the vehicles in the following fiscal year.

After receiving the required paperwork on the 2012 Illinois Joint Purchase Contract initiative and SPC contracts, the Equipment Services Division is requesting the Village Board again consider the same purchase plan so that the Village could benefit from cost savings and vehicle delivery time. The State Joint Purchasing Process and the Suburban Purchasing Cooperative Process are completed in early spring which coincides with the automobile manufacturing cutoff dates of the current model year. If the vehicles proposed in the next budget were not ordered by April 27th the Village would have to wait for the next model year. Next year's model would come with a price increase along with the cost of maintaining the old vehicle for an additional year.

In the proposed FY12/13 budget there are two police vehicles that are available through State Joint Purchasing or the Suburban Purchasing Cooperative and are proposed for replacement. Police vehicle 003 currently in the fleet is model year 2009 and will have 70,000 miles if taken out of service for a new purchase. This vehicle has a record of being high maintenance and this is a good time for the replacement of it. Police vehicle 018 currently in the fleet is a model year 2007 and will have nearly 100,000 miles if taken out of service for a new purchase. This vehicle has had some engine repairs and the time is right to replace it.

Proposed vehicle purchases from the State of Illinois Joint Purchase Agreement or SPC				
UNIT	Program	MODEL	VENDOR	COST
003	State	Impala	Green Chevrolet	\$20,077.95
018	State	Expedition	Bob Ridings	\$28,219.00

I am recommending the Board approve the purchase of these vehicles before the manufacturers' cut-off dates. Actual payment and delivery of these vehicles will take place after May 1, 2012.

Funding should be expensed to the FY12/13 Capital Outlay –Vehicles Fund, account 65000-570155 in the amount of \$48,296.95. It should be noted that additional work is required to place units 003 and 018 into service after purchase, and these funds are also included in the proposed FY12/13 Capital Outlay –Vehicles Fund.

consortia. Vehicles being replaced are sold at the first convenient DuPage Mayors and Managers Auction, generally held in June and October each year.

Vehicles scheduled for replacement in FY 12/13 are as follows:

→ **VEHICLE #003:** A 2009 Chevrolet Impala purchased through State of Illinois bid process for \$23,900. This vehicle is on a three-year depreciation schedule, currently has over 70,000 miles on it and will have over 90,000 miles on it when the replacement vehicle is placed in service. Depreciation funds have been reserved in the amount of \$26,000 for the replacement of this vehicle. This vehicle is a police patrol unit. The replacement vehicle will be a Chevrolet Impala purchased through the State of Illinois Joint Purchasing Agreement. Projected replacement cost including an amount for equipment to outfit it as a police vehicle is..... **\$25,000**

VEHICLE #009: A 2008 Ford Crown Victoria purchased through State of Illinois bid process for \$26,200. This vehicle is on a three-year depreciation schedule, currently has over 60,000 miles on it and will have over 90,000 miles on it when the replacement vehicle is placed in service. Depreciation funds have been reserved in the amount of \$29,300 for the replacement of this vehicle. This vehicle is a police patrol unit. The replacement vehicle will be a Ford Police Interceptor purchased through the State of Illinois Joint Purchasing Agreement. Projected replacement cost including an amount for equipment to outfit it as a police vehicle is..... **\$30,000**

VEHICLE #010: A 2007 Harley-Davidson FLHPI is leased through Wildfire Harley-Davidson for \$1,800 per year. This vehicle is on a two-year lease schedule, which has been extended four years and now expires May 31, 2013. This vehicle is a police patrol unit, which is used for parades, special events, and public relations. The lease amount per year is**\$1,800**

→ **VEHICLE #018:** A 2007 Ford Expedition purchased through State of Illinois bid process for \$28,300. This vehicle is on a three-year depreciation schedule, currently has over 80,000 miles on it and will have over 100,000 miles on it when the replacement vehicle is placed in service. Depreciation funds have been reserved in the amount of \$30,800 for the replacement of this vehicle. This vehicle is a police patrol unit. The replacement vehicle will be a Ford Expedition purchased through the State of Illinois Joint Purchasing Agreement. Projected replacement cost including an amount for equipment to outfit it as a police vehicle is..... **\$30,000**

**Bob Ridings Fleet Sales
Todd Crews, Fleet Sales Mgr.
931 Springfield Rd
Taylorville IL 62568**

Ph. 217-824-2207

Email todd.fleet@aol.com

Fax 217-824-4252

To: Illinois Law Enforcement

Subject: 2012 Ford Expedition State Bid Contract

Thank you for your inquiry about our Fleet Sales Program, please accept this letter to outline our program. We are pleased you are considering us for your new truck and we can order it as follows. Note delivery is estimated in 90-120 days after your order, note this offer in association with our State Contract # 4017150.

1 2012 Ford Expedition 4dr 4x4 Utility w/Special Service Pkg

- Includes: All Standard Equipment
 5.4 V8 w/Automatic Transmission Front & Side Airbags
 Advance Trac Stability Control w/Antilock Brakes
 Air Conditioning Tilt Wheel & Cruise Control AM/FM w/CD
 Power Windows/Locks/Mirrors/Remote Keyless Entry
 P265/70R17 All Terrain Tires w/Steel Wheels Skid Plate Pkg Included

SPECIAL SERVICE includes Column Shift, Cloth Bucket Seats w/NO Floor Console, Vinyl Rear Seat, Full Vinyl Floor Covering, Black Grille, Door Handles, Lower Bumpers & Body Moldings, Steel Wheels (Aluminum on EL) 3.73 Axle
DOES NOT INCLUDE Spotlight, Secure Idle or Wig Wag

- REGULAR Length Expedition U1G, Cargo Floor max 82"** ~~\$27,000.00~~
 EXTENDED Length Expedition EL, Cargo Floor max 98" ~~\$30,325.00~~

OPTIONS AVAILABLE	CLOTH 2 nd Row Seat	\$115.00	<input checked="" type="checkbox"/> Driver Spotlight	\$135.00
	Folding 3 rd Row Seat	\$795.00	<input checked="" type="checkbox"/> Secure Idle	\$139.00
	Factory Black Running Boards	\$490.00	<input checked="" type="checkbox"/> Engine Block Heater	\$35.00
<input checked="" type="checkbox"/>	DELIVERY to your Location	\$275.00	Daytime Running Lights	\$40.00
	New Municipal Lic & Title	\$105.00	Rustproof & Undercoat	\$249.00
<input checked="" type="checkbox"/>	HD Trailer Pkg w/HD Cooling, Class IV Hlitch, 7 Wire Harness	\$330.00		
<input checked="" type="checkbox"/>	EXTRA KEYS (2 key/remote combos included standard)			
	Programmed Key with No Remote	\$30.00 ea		
	Programmed Key/Remote Combo	\$150.00 ea		

COLORS AVAILABLE (F1) Bright Vermillion Red, Dark Autumn Red, White, Black, Silver, Dk Blue

NOTE INQUIRE for other options if needed.
 Please contact me with any questions and thanks for your business!

Sincerely,

C.O. ROM (\$275.00)
 SERVICE MANUAL
 Todd Crews
 Fleet Sales Manager

\$ 28,219.⁰⁰

**State of Illinois Contract #PSD4016788
Contract Awardee: Green Chevrolet Inc.**

*** 2012 Impala Police Pursuit Interceptor ***

\$18,521.84

(Base Price Includes All Equipment Listed Below)

Standard Features Include:

SUPERIOR 5 year or 100,000 mile powertrain warranty

- | | |
|------------------------------|---|
| Driver Power Bucket Seat | Automatic Transmission w/Overdrive |
| Power Windows | Dual Stainless Steel Exhaust System |
| Power Door Locks | Rack & Pinion Power Steering |
| Air Conditioning | Auxiliary Engine & Power Steering Coolers |
| Cruise Control | 170 AMP Alternator |
| Rear Window Defogger | HD Disc Antilock (4) Braking System |
| Remote Keyless Entry (2) | HD Police Suspension |
| Tilt Steering Wheel | Daytime Running Lamps |
| Remote Trunk Release | Compact Spare Tire |
| Integrated Radio Antenna | Power Steering Cooler |
| AM/FM Radio | Transmission Cooler |
| Dual Frontal Air Bags | Engine HD Cooling System |
| Dual Side-Impact Air Bags | Oil Life Monitoring System |
| Rear Fixed Bench Seat | Intermittent Wipers |
| Dual Power OSRV Mirrors | Tinted Glass |
| Carpeted Floor Covering | Battery Rundown Protection |
| 3.6 V6 E85 Rated Engine D.I. | |

Headlight Flasher . . . Head Lights Only
***Dual Flasher System, (Recommended) By Chevrolet Motor Division,
Is Available In Optional Equipment Menu On Page 4**

*** We Allow Top Dollar For Trades ***

*** This Order Form Must Accompany All Orders ***

2012 Chevrolet Impala Police Pursuit Interceptor
State of Illinois Joint Purchasing Program Order Form
ORDERS RECEIVED REQUESTING A DELAYED DELIVERY DATE MAY
BE REJECTED BY GENERAL MOTORS DUE TO A POSSIBLE EARLY
ORDER CUT-OFF DATE

\$18,521.84

City, County or Village of GLEN ELLEN Tax Exemption# E 9997-4452-06
 Address: 30 S. LAMBERT RD City: GLEN ELLEN State: IL Zip: 60137
 Contact Person: FRANK FRASCO Phone: 630-547-5525 Fax 630-469-5210
 Total Price Per Vehicle: \$ 20,077.95 Quantity: # 1 Total Dollar Amount of Order: \$ 20,077.95

*** OPTIONAL EQUIPMENT GUIDE ***

- | | |
|---|--|
| <input type="checkbox"/> Package "A" Factory Install Option \$1,388.00 | <input type="checkbox"/> Cloth Fri Seats HD ScotchGuard Vinyl Rear Tron 86.12 |
| <input checked="" type="checkbox"/> Package "B" Dealer Install Option 466.16 | <input checked="" type="checkbox"/> Whelan Plug-In Superior F&R Wig Wag System Installed 128.66 |
| <input type="checkbox"/> Package "C" Decline Package "A" and "B" .. N/C | <input type="checkbox"/> Passenger Seat Air Bag Cut-off Disable Switch PLUS Passenger Seat Weight Sensing override 288.06 |
| <input type="checkbox"/> Rear Door Functions (Inside Only) In-Op 126.18 | <input type="checkbox"/> Daytime Running Lamps Manual Mode 66.12 |
| <input type="checkbox"/> Heavy Duty Rubber Floor Mats (4) 98.22 | <input type="checkbox"/> Deluxe Full Size Wheel Covers 148.52 |
| <input type="checkbox"/> Night Sight Saver Dome Lamp LED 118.62 | <input type="checkbox"/> Remote Vehicle Starter System 269.61 |
| <input type="checkbox"/> Body Side Molding 216.77 | <input checked="" type="checkbox"/> Heated OSRV Mirrors ... <u>D.K.D.</u> 128.16 |
| <input type="checkbox"/> Full-Size Spare Tire 236.06 | <input type="checkbox"/> Kerr Industries (6J3 & 6J4) Wiring Provided for Installation of: Grille Lamps + Siren Speaker. Horn + Siren Circuit Inline Wiring Package .. 186.34 |
| <input type="checkbox"/> Chrome Wheel Trim Rings (4) Deluxe 98.68 | <input type="checkbox"/> Engine Block Heater 98.16 |
| <input type="checkbox"/> Two Tone Paint Scheme 1,650.00 | <input type="checkbox"/> Additional Remote Keyless Entry (6) per Vehicle 189.16 |
| <input type="checkbox"/> Drop Down Trunk Tray (7) Inch Drop 289.25 | <input type="checkbox"/> Wiring (6C8) Coaxial Radio Antenna 168.15 |
| <input checked="" type="checkbox"/> Keyed Identical Entire Fleet Alike ... 68.09 per vehicle | <input type="checkbox"/> Side-Mount Trunk Tray 16"x15" 196.12 |
| <input type="checkbox"/> Rear Deck Spoiler Body Colored 322.48 | <input type="checkbox"/> Push Bumper Setina Light Weight Alum. Inst. 368.66 |
| <input checked="" type="checkbox"/> Delivery Fee (1) Vehicle Each <u>350.00</u> | <input checked="" type="checkbox"/> HD Slip Resistant Rubber Floor Covering <u>GA3</u> 86.22 |
| <input type="checkbox"/> Delivery Fee (2) or More Vehicles Each <u>275.00</u> | <input type="checkbox"/> Speaker Wiring Package 126.10 |
| <input type="checkbox"/> Delivery Free with Trade-Ins FREE | <input type="checkbox"/> Plastic Rear Prisoner Seat Installed 625.00 |
| <input type="checkbox"/> White Aux. Dome Lamp Upgrade/Superbright66.10 | <input type="checkbox"/> Hour Meter/Engine Running Hours 256.26 |
| <input type="checkbox"/> Strobe (4) Lighting Kit Installed 668.69 | <input checked="" type="checkbox"/> Driver Door Inside Handle Opens w/o Unlocking 226.88 |
| <input type="checkbox"/> Courtesy & Dome Lamp In-Op 51.10 | <input type="checkbox"/> BCM Programmed Ignition Control Trunk Release 38.03 |
| <input type="checkbox"/> Trunk Tray Slide-Out 16"x21" 386.11 | |
| <input type="checkbox"/> Rear Window Barriers Metal or Lexan 446.80 | |
| <input type="checkbox"/> Relocate Full Size Spare Tire/Side 148.06 | |
| <input type="checkbox"/> Rear Door Panel Covers 316.12 | |
| <input checked="" type="checkbox"/> <u>908 DELETE DEL'S</u> N/C | |
| <input checked="" type="checkbox"/> <u>6J3 WIRING - FOR GRILLE LAMPS + SPEAKER</u> <u>90.00</u> | |

6E2
0051

Extra Keys 83.88 each

* INCLUDED IN STATE
BID PRICE

*** EXTERIOR COLORS AVAILABLE ***

- White Black Silver Blue Gold Gray Red

*** INTERIOR * Ebony**

*** We Allow Top Dollar For Trades ***

*** This Order Form Must Accompany All Orders ***

A. L. K.

MEMORANDUM

TO: Mark Franz, Village Manager
FROM: Julius Hansen, Public Works Director
Bob Greenberg, Project Coordinator
DATE: April 17, 2012
RE: Recommendation to Award NPAS Chlorination Rehab Contract



Background:

The North Pressure Adjusting Station (NPAS) built in 1991 is one of two stations designed to flow water from the DuPage Water Commission to the Glen Ellyn water distribution system. The water plant has the ability to match the flow rate of virtually any water demand required within the Village. Also designed into the station is the ability to boost chlorination residuals in the event that the DuPage Water Commission delivered water with little to no chlorine residual. Because of the superior water quality of the water delivered to us by DuPage Water Commission (DWC) to date there has never been an occasion to boost chlorine residuals.

Issues:

The current chemical feed equipment is only partially automated in that if you set the chlorine injection rate to a specific dilution it will continue to inject chlorine at that specified rate. In the event that DuPage Water Commission went off line and we manually set the chlorine injection rate to the appropriate saturation level to treat raw water all would be well until DuPage Water Commission came back on line. At this juncture we would be adding chlorine to pre-chlorinated water until receiving an alarm to notify us that the chlorine level was out of range.

Recommendation:

To remediate this scenario we recommend installing an intelligent controller that monitors chlorine incoming to the station and outgoing of the station 24/7 and automatically increases or decreases chlorine feed rate to always be within the desired free chlorine saturation level of 0.5 to 0.9 mg/L. The current chlorination equipment is manufactured by Wallace and Tiernan a subsidiary of Siemens Company the manufacturer of our SCADA system. As the current equipment is fully functional and worth thousands of dollars, it is cost effective to keep the current equipment and single source the additional equipment purchase of Wallace and Tiernan chlorination equipment. The Chicago area distributor of Wallace and Teirnan equipment is Paterson and Matz, Inc. of Elgin Illinois. Per Administrative Order No.3 I request that this be qualified as an exemption to competitive bidding as a single source purchase needed to support the current chlorination system at NPAS.

Action Requested:

I motion to approve a contract in the amount of \$19,850 with a 10% contingency for a total \$22,000 to be awarded to Peterson and Matz Inc. of Elgin, Illinois to rehab the chlorination system at NPAS.

The funding for this contract is budgeted in the FY 2011/12 Water Division Equipment line item # 50100-580110.

Attachment:

- Peterson and Matz quote
- FY 11/12 Budget excerpt

cc: Kristen Schrader, Assistant to the Village Manager, Administration
Bob Minix, Professional Engineer
Gary Bach, Senior Plant Operator

Project Description	Estimated Cost
a. Sunset / Turner Improvements (#00902) – Associated with significant roadway upgrades, water main replacement is scheduled for Sunset between Fairview and Turner, as well as other service line upgrades project-wide. Costs shown include construction and field engineering.	\$600,000
b. Essex Court / Grand / Lake Improvements (#00702) – Construction and field engineering expenses for installation of new water mains in the project area.	\$285,000
c. Newton Water Tank Recoating – Since 2008, the Village has partnered with Utility Service Company in a long-term arrangement for maintenance of the Cottage Avenue elevated tank. A similar arrangement is proposed for the Newton elevated tank located near the YMCA. Under the terms of the agreement, USC would immediately improve the facility by repairing failed interior and exterior coatings and install a tank mixer to improve cold weather operations. Costs shown include the first of five higher annual payments designed to spread out the payments for the work performed immediately.	\$128,000
d. Design Engineering – Funding to accommodate design engineering for capital projects anticipated in the coming years. Please refer to the Capital Improvements footnotes section for more complete project descriptions.	
1. Hawthorne Corridor Improvements – Engineering for water system improvements at various locations.	\$35,000
2. Park Boulevard Improvements – Preliminary water system review and design associated with Phase I engineering.	\$10,000
Total for line item:	\$1,058,000

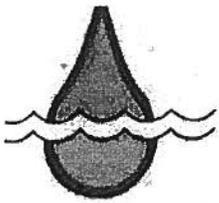
13. **Equipment: (FY10-11 Estimate - \$151,000):**

- \$142,000 for SCADA upgrade equipment received
- \$4,500 for structural engineering assistance for West PAS tower and foundation
- \$1,500 for new West PAS communications tower
- \$3,000 for miscellaneous equipment

Equipment: (FY11-12 Budget - \$46,500):

- \$1,000 toward purchase of cut-off saws to be used by Operations Personnel
- \$2,500 toward purchase of a trench box
- \$43,000 for upgrade of disinfection systems at all four pumping stations (NPAS, WPAS, Newton and Wilson) to inject chlorine into water provided by DWC or from emergency backup wells





PETERSON and MATZ, INC.

2250 Point Boulevard, Suite 300

Elgin, IL 60123

(847) 844-4405 • FAX (847) 844-4409

pmatzil@aol.com www.petersonandmatz.com

April 2, 2012

Gary Bach

Village of Glen Ellyn

30 S. Lambert Rd

Glen Ellyn Illinois 60137

Re: Glen Ellyn Water Chlorination Systems

North Plant:

- 1 – Dual input analyzer W&T MFC (Hach or equal) to include: (2) W&T (Hach or equal) free chlorine measurement wet side sensors W&T MFC1C1DDXXADXDX (Hach or equal) , compound loop control digital readout with 4-20 input/output, 120VAC wall
 - 1 – 25' length of RP68-4818 3/8" od sample/drain tubing. (W&T, Rockford Plastics, or equal)
 - 2 – ½" pvc ball valve for sample line. (W&T, J D Mott or equal)
 - 2 – 61281 kynar ½" thd x 3/8" od compression fitting. (W&T or equal)
 - 2 – W&T U26135 rebuild kits for existing 44-112 pumps.
- Drawings , catalogue cuts for record purposes only
O.M manuals are included.
Training is included in startup costs

Total Materials.....\$12,690.00
Three days startup.....\$ 4,200.00 (W&T)
Three days startup.....\$2,880.00 (PMI)
Freight estimate.....\$ 80.00
(\$120.00 per hour labor fee for installing U26135 rebuild kits
In existing pumps and assistance for mounting analyzers and
any general Installation assistance. This work will be done on a
time and material basis)

*Additional parts for North Plant System may be required to put back into successful operation. These will be identified and brought to your attention.

*Manufacturers' Representative
Engineered Process Equipment for Water, Wastewater and Industrial Waste Treatment*

A-6L

MEMORANDUM

DATE: April 17, 2012
TO: Mark Franz, Village Manager *MF*
FROM: Julius Hansen, Public Works Director
SUBJECT: Concrete Spot Repair Annual Contract
CC: Kristen Schrader, Assistant to the Village Manager – ADM



Background:

Each year the Public Works Department solicits bids from interested contractors to perform a variety of concrete repairs in areas disturbed during Department activities, such as water main break digs and 50/50 cost share restoration sites. The scope of these repairs includes curb and gutter, sidewalk, driveway, street base and roadway pavement requiring concrete restoration, and generally repairs are accumulated and passed on to the contractor on a roughly monthly basis. Staff prepared a bidding package, with over 40 contractors receiving the documents. Eight bids were received on April 12, 2012. The low bid was submitted by Mondy Construction of West Chicago. The term of the contract will run from May 1, 2011 until April 30, 2012.

Issues:

Utility work takes place during the year and often this work is not scheduled. The permanent concrete restoration that takes place after these emergency repairs should be completed in a timely manner to provide the highest level of service for village residents. Having a concrete contractor perform concrete restoration work periodically helps to provide this level of service.

Recommendation:

Staff recommends awarding the contract to the lowest bidder Mondy Construction, Inc. of West Chicago.

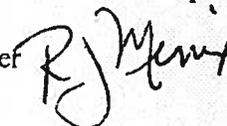
Action Requested:

Motion to approve award of a competitively bid contract for the FY13 Concrete Spot Repair Program to Mondy Construction, Inc. of West Chicago, IL in the not-to-exceed amount of \$45,000 to be expensed to the FY13 Water and Sanitary Sewer Funds.

Attachments:

Memo from Bob Minix, Professional Engineer

MEMORANDUM

TO: Julius Hansen, Public Works Director
FROM: Bob Minix, Professional Engineer 
DATE: April 16, 2012
SUBJECT: FY13 Concrete Spot Repair Program
Recommendation for Contract Award to Mondy Construction



Each year the Public Works Department solicits bids from interested contractors to perform a variety of concrete repairs in areas disturbed during Department activities, such as water main break digs and 50/50 cost share restoration sites. The scope of these repairs includes curb and gutter, sidewalk, driveway, street base and roadway pavement requiring concrete restoration, and generally, repairs are accumulated and passed on to the contractor on a roughly monthly basis. The actual quantities of each item and final concrete repair costs will vary from year-to-year based on the specific site restorations performed during the term of a specific contract.

A bidding process is utilized to select the contractor for this annual program, rather than proposals, because the dollar amount of the work annually exceeds \$10,000, the work can be readily described using established specifications such as the IDOT Standard Specifications for Roadway and Bridge Construction, and concrete contractors are very familiar with the bidding process and readily capable of fulfilling the requirements for bidding such as providing bid bonds.

The Engineering Division prepared the specifications and contract documents for the proposed work that is managed by the PW Operations group. In developing this year's program specifications, particular emphasis was again placed on contractor responsiveness, as from time-to-time, we continue to experience some marked deficiencies in this aspect of the program due to contractor inability or reluctance to respond to our monthly requests in a timely fashion. The FY12 contractor (Robert R. Andreas) was very responsive and no problems were experienced in this area last year.

In addition to firm deadline and liquidated damage provisions, this year's specifications again call for the contractor to provide the Village with a \$5,000 letter of credit at the start of the contract term. This very liquid financial instrument will hopefully provide added incentive for contractor adherence to the contract terms that call for work to begin within 10 calendar days of the receipt of a list of work sites generated by staff. The letter of credit will expire July 1, 2013, two months after the proposed end of the FY13 contract term.

In the cover letter accompanying each bid package, the importance of timely performance was again emphasized and all interested contractors were requested to carefully consider the effort and costs required to meet the Village's performance requirements in their bids.

The bidding package was directly mailed to over 40 potential contractors. The project legal notice was published in the Daily Herald on March 29, 2012. Three other contractors picked up the bid request package in response to project advertising.

The bid opening occurred on April 12, 2012. Eight bids were received, opened and read by Village Clerk Sue Connors. The bids are summarized below, and a detailed bid tabulation is available for review in the Department bid files.

Contractor	Total Bid Cost (as read)	Total Bid Cost (corrected)
Mondi Construction	\$56,545	
Concrete, Etc.	\$60,073	
Strada Construction	\$75,110	
Robert R. Andreas & Sons	\$76,790	
Frazier Concrete	\$81,325	
Globe Construction	\$86,250	
Continental Construction	\$74,650	\$92,650
D'Land Construction	\$154,625	\$208,625
Engineering Division Estimate	\$71,775	

All the submitted bids were checked with two bidding errors found between the as-read and tabulated bid proposals as noted in the table above. The error in the Continental Construction bid dropped them from third low bid (as-read) to second highest.

The bids were reasonably grouped together (except for the high bid), across a price spread that likely represents the assessment by each contractor as to their availability and willingness to respond to the program needs. The unit prices seen this year for the low bidder are generally comparable to last year's numbers submitted by Andreas for a slightly reduced estimated scope of work.

Mondi Construction is a successor company to RAI Concrete, a firm that has submitted bids on some previous concrete projects in the past but has not performed work directly for the Village. As with any unfamiliar firm, references provided in the submitted bid package were contacted to check on the performance of Mondri. The firm is located in West Chicago with much of their project experience in the Chicago suburban area. Three responses were received to my inquiries including the Public Works department in Streamwood and from two general contractors. The consensus report is that the firm does good quality work with acceptable business practices regarding availability and responsiveness. It appears to be a relatively small company that can handle the type and quantity of work required for the spot repair program. Hence, Mondri is recommended for contract award.

Funding for this project is derived from Water and Sanitary Sewer funds, with equal portions taken from the right-of-way maintenance line items for both. Additional funds are also taken from the sanitary sewer service line cost share program line item.

At this time, the requested allocation for the work is \$45,000 based on the work load experienced in recent years. If additional funds are required in the future based on increased restoration needs, a change order request will be executed and Board approval sought for the extra dollars.

Therefore, project funding for the FY13 Concrete Spot Repair Program would be as follows from the FY13 Water and Sanitary Sewer Funds:

50100 – 520985	\$18,000	Water - Maintenance / ROW
50200 – 520985	\$18,000	Sanitary - Maintenance / ROW
50200 – 521140	\$ 9,000	Service Line Cost Share Program

Vendor information is: Mondri Construction, Inc.
1827 Blackhawk Drive
West Chicago, IL 60185
Phone: 630-675-4143
Fax: 630-562-2344

The contract will run from May 1, 2012 to April 30, 2013.

cc: Mark Franz, Village Manager
Kristen Schrader, Assistant to the Village Manager, Administration
Dave Buckley, Assistant Public Works Director
Patti Underhill, Administrative Services Coordinator

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Hulseberg, Director Planning & Development
 Joe Kvapil, Building and Zoning Official

DATE: April 16, 2012

RE: April 23, 2012 Village Board Meeting
 Zoning Variation Request - 662 Oak Street



Background

The property owners, Patrice and David Menzel, are requesting approval of a variation from Glen Ellyn Zoning Code Section 10-4-8(D)1 to allow the construction of a new home with a front yard setback of 32 feet in lieu of the minimum required front yard setback of 50 feet. The subject property is defined as a corner lot on the northwest corner at the intersection of Lenox Road and Oak Street. The zoning and land use surrounding the property is single-family residential in the R2 Zoning District. Notice of the public hearing was published in the Daily Herald on March 9, 2012. The Zoning Board of Appeals conducted a public hearing on the requested variation on Tuesday, March 27, 2012. At the meeting, no persons spoke in favor of or in opposition to the variation request.

Issues

The existing home to the north on the adjacent lot is set far back, approximately 55 feet, from the front lot line. The zoning code does not permit a new home to be constructed that is closer to its front lot line than the front yard setback of an existing adjacent home, but it does not need to be set back more than 50 feet. The intent of this requirement is to maintain a reasonable exposure to and from the street providing visibility, light and air for existing homes. The lot at 662 Oak slopes up steeply toward the rear and compliance with the front yard setback would move the new home toward the rear of the lot, reduce the usable level rear yard living area, and impact storm water runoff control. The proposed 32-foot front yard setback of the new home is similar to the 37-foot front yard setback of the existing home on this lot and consistent with the front yard setbacks of most homes in the immediate vicinity.

The proposed home is positioned on this lot so that there is a significant distance of approximately 58 feet between the new and adjacent home which mitigates the front yard setback differential. For comparison, the minimum required distance between adjacent homes on code compliant 66-foot wide lots is 13 feet.

The Zoning Board of Appeals was in favor of the variation because they felt that there are practical difficulties or particular hardships in the application of the Zoning Code regulations to this sloping lot and storm water management conditions on the site and that the proposed setback was generally compatible with the character of the neighborhood.

Recommendation

The Zoning Board of Appeals voted on a motion to recommend approval of the variation request which carried with three (3) “yes”, one (1) “abstain”, and one (1) “no” votes. In accordance with this recommendation, staff has prepared an ordinance to **approve** the requested variation.

Action Requested

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

Attachments

- Minutes of ZBA meeting dated March 27, 2012
- Photos of the Subject Property
- Location Map
- Ordinance
- Notice of Public Hearing
- List of Addresses
- Letter dated 3/9/12 in opposition to the variation
- Petitioners' Application packet

CC: Patrice and David Menzel

ZONING BOARD OF APPEALS
MINUTES
MARCH 27, 2012

The meeting was called to order by Chairman Richard Garrity at 7:33 p.m. Also present were Board Members Gregory Constantino, Edward Kolar, Mary Loch and Dale Siligmuller. Board Members Gary Fasules, Barbara Fried and Piotr Szczesniewski were excused. Also present were Trustee Liaison Peter Cooper, Building and Zoning Official Joe Kvapil and Recording Secretary Barbara Utterback.

Chairman Garrity described the proceedings of the Zoning Board of Appeals.

One public hearing was on the agenda for the property at 662 Oak Street.

PUBLIC HEARING – 662 OAK STREET

A REQUEST FOR APPROVAL OF A VARIATION FROM THE GLEN ELLYN ZONING CODE, SECTION 10-4-8(D)1, TO ALLOW THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE WITH A FRONT YARD SETBACK OF 32 FEET IN LIEU OF THE MINIMUM REQUIRED FRONT YARD SETBACK OF 50 FEET.

(Patrice and David Menzel, owners/Ray Whalen, owner's representative)

Staff Report

Building and Zoning Official Joe Kvapil stated that Patrice and David Menzel, owners of 662 Oak Street, are requesting approval of a variation from the Glen Ellyn Zoning Code, Section 10-4-8(D)1, to allow the construction of a new home with a front yard setback of 32 feet in lieu of the minimum required front yard setback of 50 feet. Mr. Kvapil displayed photographs of the existing house and a map of the subject area. He stated that the subject property is located in the R2 Zoning District and is defined as a corner lot on the northwest corner at the intersection of Lenox Road and Oak Street. The zoning and land use surrounding the property is single-family residential in the R2 Zoning District. Mr. Kvapil indicated that two building permits have been issued for the subject property and no zoning variations have been granted.

Mr. Kvapil distributed a diagram of the subject site plan. He stated that the property owners propose to demolish the existing home and construct a new single-family home that will be closer than permitted to Oak Street. He stated that the front yard setback distance for the new home may not be less than the existing front yard setback of the adjacent homes but need not be more than 50 feet. The existing front yard setback of the adjacent home at 654 Oak Street is approximately 55 feet. Mr. Kvapil stated that a variation is required to allow a front yard setback of 32 feet in lieu of the minimum required front yard setback of 50 feet. (The submitted site plan indicates that the existing home has a front yard setback of approximately 37 feet). He added that all other setbacks for the proposed home meet the code.

Mr. Kvapil stated that a land transfer option and a re-subdivision option could be applied to the subject lot.

Petitioners' Presentation

Ray Whalen, a builder, 177 Sunset Avenue, Glen Ellyn, Illinois and Dan Marshall with Marshall Architects, 812 E. Main, St. Charles, Illinois spoke on behalf of the subject petition. Mr. Whalen stated he has won awards regarding building in Glen Ellyn over the years. He added that the homeowners are currently out of town and he submitted a photograph of the subject home.

Mr. Whalen stated that the proposed home was designed to fit with a 50-foot setback and that they wanted to allow additional room for the house to the north. He added that homes in the area have 30-32-foot front yard setbacks. He also stated that the homeowners approached the neighbor to the west regarding moving their house forward and the neighbors were in favor of doing so. Mr. Whalen stated that the subject lot could be divided into two lots and that the homeowners could build their house on one of the lots. He added that if the lot was subdivided, the garage could be 18 feet off of the sidewalk and 4 feet off of the existing lot to the west which would change the character of the neighborhood. He added that the house has a driveway approach from Lenox Road and another driveway approach from Oak Street to a one-car attached garage. Mr. Whalen displayed a photograph that showed a significant grade change that goes up to the north and stated that the petitioners would like to create a more useable back yard. He stated that 15 properties in the subject area are new or remodeled and none were corner lots. He stated that the owners intend to stay at the subject property. He also stated that the subject house will have no adverse impacts to the neighbors and will provide more air and light to neighbors. He added that no Village expenditures will be used for the subject property.

Mr. Marshall stated that moving the proposed house forward will help with drainage because the slope of the lot would create an ideal situation to move water forward and away from the neighbors at 754 Lenox Road.

Responses to Questions from the ZBA

When ZBA Member Siligmueller asked if the proposed pergola changes the setback, Mr. Kvapil responded that the pergola is included as part of the house. ZBA Member Kolar asked if the proposed home could be moved toward the rear of the lot, and Mr. Kvapil responded that the rear yard setback is 40 feet, the proposed dimension from the rear of the home is 58 feet 3 inches, and it may be moved back 18 feet 3 inches. Mr. Kvapil responded to ZBA Member Constantino that a drainage study for the subject property has not been done. Mr. Kvapil responded to ZBA Member Kolar that the lot coverage of the proposed home is less than 20 percent at approximately 4,000 square feet. ZBA Member Constantino asked if any discussions were had regarding a smaller footprint than the current one or meeting a 37 or 40-foot setback. Mr. Marshall responded that it makes sense to have a larger rear yard and more curve for the driveway. When ZBA Member

Kolar asked what the proposed lot coverage ratio would be, Mr. Whalen replied that it would be compliant. Mr. Kvapil responded to ZBA Member Garrity that if the roof of the pergola is solid, it would be counted as lot coverage and if the pergola is open, it would not count as lot coverage. Mr. Marshall responded to ZBA Member Kolar that the drainage direction is to the southeast and can spread out from there. Mr. Marshall responded to ZBA Member SiligmueLLer that the house will be a 2-story house, and he also responded to ZBA Member Kolar that the roof peak is under the maximum of 36 feet. Mr. Kvapil responded to Chairman Garrity that the roof of the proposed house can be 42 feet (with bonuses). Mr. Marshall added they do not intend to apply for any bonuses.

Persons in Favor of or in Opposition to the Petition

No persons spoke in favor of or in opposition to the petition.

Comments from the ZBA

ZBA Member Loch felt that the subject house might look like it is part of the row of houses to the east along Oak Street since the proposed setback is similar. ZBA Member SiligmueLLer stated that if the front of the house was on Lenox Road, the property would comply with the Zoning Code and he wondered if the pergola could be moved. ZBA Members Constantino and SiligmueLLer were in favor of the variation because the footprint would fall within the lot coverage, the drainage could be adversely affected if the house was moved backward, the slope on the lot is unique, and the proposed house would be in conformance with the neighborhood. Chairman Garrity stated he was reluctantly in favor of the proposed project. ZBA Member Kolar felt that the proposed house should be set back on the lot as it will be the largest home in any direction. Chairman Garrity stated that a letter was submitted by 10 neighbors who expressed concern regarding the proposed home. ZBA Member Kolar felt that a setback of 40 feet would be acceptable, however, Mr. Whalen responded that he had not been authorized by the homeowners to change the setback request and that the home to the north on Lenox Road is 4 feet off of the lot line.

Motion

ZBA Member Constantino moved, seconded by ZBA Member SiligmueLLer, to recommend approval of a request for a variation from the Zoning Code, Section 10-4-8(D)1, to allow the construction of a new single-family residence with a front yard setback of 32 feet in lieu of the minimum required front yard setback of 50 feet based on the unique shape and characteristics of the lot, consideration for future drainage issues and that the proposal would generally match the general characteristics of the neighborhood.

The motion carried with three (3) "yes" votes by ZBA Members Constantino and SiligmueLLer and Chairman Garrity, one abstention by ZBA Member Loch, and one (1) "no" vote by ZBA Member Kolar.

Trustee Report

Trustee Cooper reviewed the budget status and discussions regarding the ambulance service. He also stated that each Village department has been requested to reduce their budget by 2 percent.

Staff Report

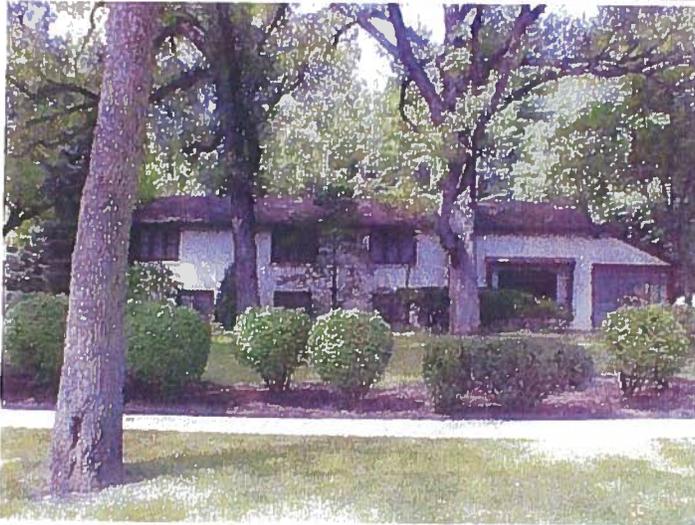
Mr. Kvapil stated that one variation will be on the next ZBA agenda on April 10. He added that the April 24, 2012 ZBA meeting will be cancelled.

The meeting was adjourned at 9:02 p.m.

Submitted by:
Barbara Utterback
Recording Secretary

Reviewed by:
Joe Kvapil
Building & Zoning Official

662 OAK STREET

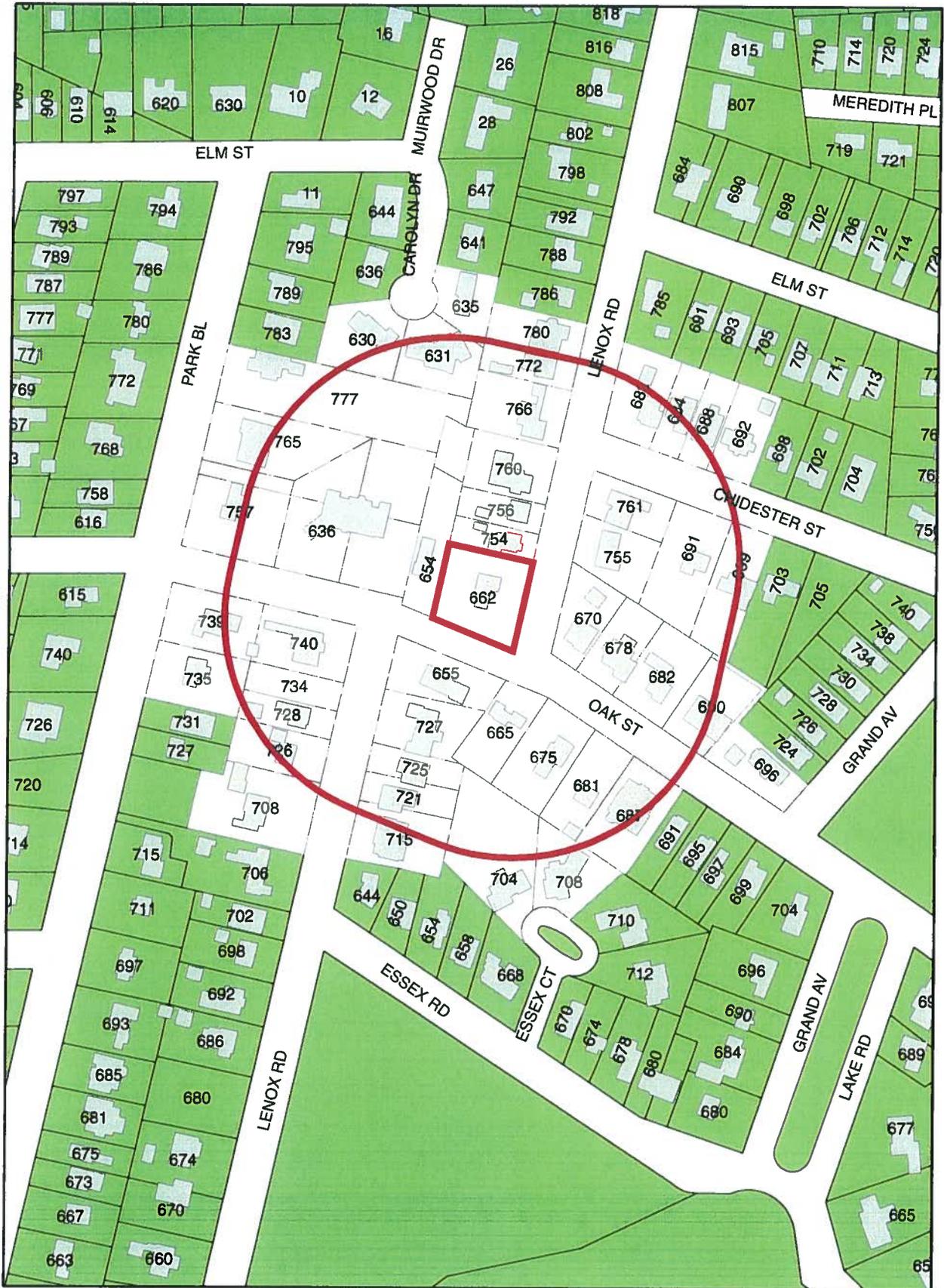


**SUBMITTED AT 3/12/12 ZBA MEETING
BY PETITIONER**



**VIEW NORTHEAST FROM 662 OAK STREET
TOWARD ADJACENT 754 LENOX ROAD**

662 Oak Street



Prepared By: Planning and Development
Date: March 7, 2012



Village of Glen Ellyn

Ordinance No. _____

**An Ordinance Approving a Variation from the
Front Yard Setback Requirements of the Zoning Code
to Allow a New Single Family Residence
For Property at 662 Oak Street
Glen Ellyn, IL 60137**

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

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

Ordinance No. _____

**An Ordinance Approving a Variation from the
Front Yard Setback Requirements of the Zoning Code
to Allow a New Single Family Residence
For Property at 662 Oak Street
Glen Ellyn, IL 60137**

Whereas, Patrice and David Menzel, owners of the property at 662 Oak Street, Glen Ellyn, Illinois, which is legally described as follows:

Lots 24, 25 and 26 (except that part of said Lot 26 dedicated for Oak Street) in Block 1 of Glen Ellyn Springs Subdivision, being a Subdivision of part of Sections 2 and 11, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded November 1, 1890, as Document 43902, excepting therefrom that part thereof dedicated for public highway (for widening and extending Oak Street) by Document 173190, recorded January 7, 1924, in DuPage County, Illinois

P.I.N.: 05-11-201-036

have petitioned the President and Board of Trustees of the Village of Glen Ellyn for a variation from the Glen Ellyn Zoning Code, Section 10-4-8(D)1, to allow the construction of a new home with a front yard setback of 32 feet in lieu of the minimum required front yard setback of 50 feet; and

Whereas, following due notice by publication in the Daily Herald not less than fifteen (15) nor more than thirty (30) days prior thereto, and by mailing notice to all property owners within 250 feet of the subject property at least ten (10) days prior thereto, and following the placement of a placard on the subject property not less than fifteen (15) days prior thereto, the Glen Ellyn Zoning Board of Appeals conducted a public hearing on March 27, 2012, at which the petitioners presented evidence, testimony, and exhibits in support of the variation request and no persons appeared in favor of the variation and no persons appeared in opposition thereto; and

Whereas, based upon the evidence, testimony, and exhibits presented at the public hearing on March 27, 2012, the Zoning Board of Appeals adopted findings of fact and voted on a motion to approve the Variation, which carried with three (3) “yes”, one (1) “abstain”, and one (1) “no” votes resulting in a recommendation for approval as set forth in its Minutes dated March 27, 2012, appended hereto as Exhibit "A"; and

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

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

- A. That the plight of the owner is due to unique circumstances since the property slopes down significantly from the rear northwest corner to the front southeast corner and development in the rear yard area will increase the slopes and stormwater runoff from additional impervious surface areas for driveways and outdoor living spaces;
- B. That the variation, if granted, will not alter the essential character of the locality since the proposed setbacks are consistent with the setbacks of existing homes in the immediate vicinity;
- C. That the particular physical surroundings, shape or topographical condition of the specific property involved would bring practical difficulty or particular hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulation were to be carried out since the development would require an increase in the slope to create level driveway and living areas in the rear yard;

- D. That the conditions upon which the variation is based would not be applicable generally to other property within the same zoning district since the topographic conditions and lot shape are unique;
- E. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property since the owners have not expressed any desire to subdivide the property to create two buildable zoning lots as permitted by the zoning code;
- F. That the practical difficulty or particular hardship has not been created by any persons presently having an interest in the property since the practical difficulties are a result of the existing conditions on the property;
- G. That the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located since it improves the management of storm water runoff and creates space relief between the new home and the higher adjacent home to the north located near the rear property line;
- H. That the variation will not substantially increase the hazard from fire or other dangers to said property or adjacent property since the new home will comply with all fire codes and exceed all required side and rear yard setbacks;
- I. That the variation will not otherwise impair the public health, safety, comfort, morals or general welfare of the inhabitants of the Village since it complies with all zoning and building code regulations;
- J. That the variation will not diminish or impair property values within the neighborhood since the value of the new home will exceed the value of the existing home;

K. That the variation will not unduly increase traffic congestion in the public streets and highways since the occupancy continues as a residential single-family use;

L. That the variation is the minimum variation that will make possible the reasonable use of the land, building or structure since it compensates for the practical difficulties on the property with a plan that has minimal impact on adjacent properties; and

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

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

Section One: The Minutes of the March 27, 2012 Glen Ellyn Zoning Board of Appeals meeting, Exhibit "A" appended hereto, are hereby accepted, and the findings of fact and conclusions set forth in the preambles above are hereby adopted as the findings of fact and conclusions of the corporate authorities of the Village of Glen Ellyn.

Section Two: Based upon the above findings of fact, the President and Board of Trustees hereby approve a variation from the Glen Ellyn Zoning Code, Section 10-4-8(D)1, to allow the construction of a new home with a front yard setback of 32 feet in lieu of the minimum required front yard setback of 50 feet at 662 Oak Street, Glen Ellyn, Illinois, which is legally described as follows:

Lots 24, 25 and 26 (except that part of said Lot 26 dedicated for Oak Street) in Block 1 of Glen Ellyn Springs Subdivision, being a Subdivision of part of Sections 2 and 11, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded November 1, 1890, as Document 43902, excepting therefrom that part thereof dedicated for public highway (for widening and extending Oak Street) by Document 173190, recorded January 7, 1924, in DuPage County, Illinois

P.I.N.: 05-11-201-036

Section Three: This grant of variation to construct a new single-family home is conditioned upon the construction being completed in substantial conformance with the plans and the Application for Variation received by the Planning & Development Department and signed on February 29, 2012 and the testimony and exhibits provided at the March 27, 2012 Zoning Board of Appeals public hearing.

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

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

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

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

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this ____ day of _____, 2012.

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 _____).



NOTICE OF PUBLIC HEARING

Patrice and David Menzel, owners of the property at 662 Oak Street, are requesting a public hearing for a Variation in accordance with Section 10-10-12 of the Glen Ellyn Zoning Code. The owners would like to demolish the existing home and construct a new home with a front yard setback of 32 feet. The Zoning Code does not allow a new home to be constructed on this property with a front yard setback of less than 50 feet. The Glen Ellyn Zoning Board of Appeals will conduct a public hearing to consider this Variation on **March 27, 2012** at 7:30 p.m. on the third floor in the Civic Center, 535 Duane Street, Glen Ellyn, Illinois. Anyone is welcome to attend.

The property owners are requesting approval of a Variation from Glen Ellyn Zoning Code Section 10-4-8(D)1 to allow the construction of a new home with a front yard setback of 32 feet in lieu of the minimum required front yard setback of 50 feet for the property at 662 Oak Street, Glen Ellyn, Il.

The property is zoned R2, Residential District, and is legally described as follows:

Lots 24, 25 and 26 (except that part of said Lot 26 dedicated for Oak Street) in Block 1 of Glen Ellyn Springs Subdivision, being a Subdivision of part of Sections 2 and 11, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded November 1, 1890, as Document 43902, excepting therefrom that part thereof dedicated for public highway (for widening and extending Oak Street) by Document 173190, recorded January 7, 1924, in DuPage County, Illinois

P.I.N.: 05-11-201-036

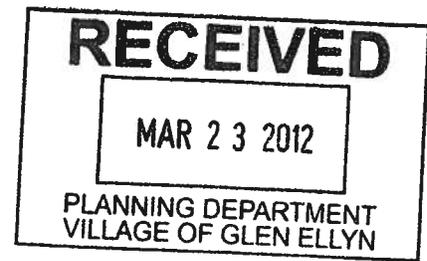
Plans related to the proposed project are available for public review in the Planning and Development Department, Civic Center, 535 Duane Street, Glen Ellyn, Illinois. If you have questions, please contact Joe Kvapil, Building & Zoning Official, at (630) 547-5244. For individuals with disabilities who have questions regarding the accessibility of the meeting or facilities, contact Harold Kolze, ADA Coordinator, at (630) 547-5209.

(Published in the Daily Herald on Friday, March 9, 2012)

X:\Plandev\BUILDING\ZBA\PUBLIC NOTICE\OAK662-front.doc

March 9, 2012

Joe Kvapil
Building and Zoning Official
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137



RE: 662 Oak Street request for variance

Mr. Kvapil,

This letter represents a number of residents in the neighborhood of 662 Oak. We are writing in regard to the requested variance for 662 Oak Street that would change the setback from the minimum 50 foot setback to 32 feet.

We object to the variance on the following basis:

- The unique nature and feel of these neighborhoods has much to do with the fact that the houses in this area have deeper setbacks. We strongly disagree with setting a precedent on Oak or any other nearby street that the setbacks are negotiable.
- Many of us have built new houses in this area over the last ten years or have done major remodels that changed the footprint of our homes. All of us have stayed within the required setbacks by making trade-offs with design to preserve the unique feel of the neighborhood. Most of us have had far more difficult lot issues (e.g., 50'x157' lots) than 662 Oak. Houses that have been built or substantially remodeled in the last 10 years without setback variances include: 688 Chidester, 698 Chidester, 702 Chidester, 705 Chidester, 738 Grand, 724 Grand, 785 Elm, 705 Elm, 707 Elm, 711 Elm, 807 Lenox, 798 Lenox, 792 Lenox, 788 Lenox, 687 Oak.
- Those who attempted to slash the setback previously have been unsuccessful, e.g., 705 Chidester tried this 6-8 years ago. There is precedent in that case and others that a variance of this magnitude NOT be granted.
- A variance of 18' is not a minor change to the setback, but a dismissal of it. Again, we strongly disagree with allowing any precedent that over time, could lead to a portion of the houses in the neighborhood to move 36% closer to the street. There are multiple potential tear-downs in the next 1-4 years so a new precedent could rapidly change the neighborhood. A partial list of properties likely to have new construction in the next few years includes: 691 Chidester, 689 Chidester, 691 Oak, and 720 Oak.

We appreciate the difficulty in making design trade-offs given Glen Ellyn requirements and the specifics of this lot. That said, the owners of 662 Oak can

VARIATION REQUEST

for 32 foot front yard setback
at 662 Oak Street, Glen Ellyn

Respectfully Submitted

by

David and Patrice Menzel

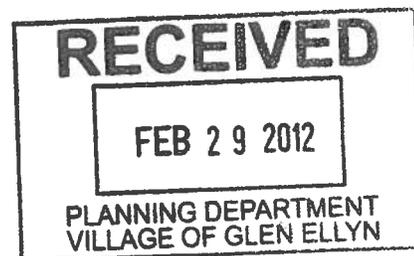


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at 662 Oak Street, Glen Ellyn
Ray Whalen Builders, Inc.

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6. Front Elevation dated October 10, 2011
7. Front Elevation dated February 21, 2012
8. Requested 32' setback variation layout
9. 50' setback as per zoning code
10. Existing layout with sale of 7' wide strip to adjacent parcel
(Requiring no variation)
11. Existing Site Plan
12. Plat of Survey

VILLAGE OF GLEN ELLYN
535 Duane Street
Glen Ellyn, Illinois 60137
(630) 547-5250

APPLICATION FOR VARIATION

For the property at _____ 662 Oak Street, _____ Glen Ellyn, IL 60137

Note to the Applicant: This application should be filed with, and any questions regarding it, should be directed to the Director of the Village Planning and Development Department.

The undersigned hereby petitions the Village of Glen Ellyn, Illinois, for one or more variations from the Glen Ellyn Zoning Code (Ordinance No. 3617-Z, as amended), as described in this application.

1. APPLICANT INFORMATION:

(Note: The applicant must comply with Section 10-10-1 OCB) of the Zoning Code).

Name: _____ Patrice and David Menzel _____

Address: _____ 380 Amy Court, Glen Ellyn _____

Phone No.: _____ (630) 942-1761 _____

Fax No.: _____

E-mail: _____ pdmenzel@hotmail, dmenzel@echo.com _____

Ownership Interest in the Property in Question: _____ Private Residence _____

II. INFORMATION REQUIRED BY SECTION 10-10-1 OCB) OF THE ZONING CODE, IF APPLICABLE:

NOTE: All parties, whether petitioner, agent, attorney, representative and or organization et al. must be fully disclosed by true name and address in compliance with Section 10-10-10(B) of the Zoning Code. Disclosure forms are attached for your convenience.

Name and address of the legal owner of the property (if other than the applicant):

same

Name and address of the person or entity for whom the applicant is acting (if the applicant is acting in a representative capacity):

Is the property in question subject to a contract or other arrangement for sale with the fee owner? (Circle "Yes" or "No")

YES

NO

If YES, the contract purchaser must provide a copy of the contract to the Village and must either be a co-petitioner to this application or submit the attached Affidavit of Authorization with the application packet.

Is the property in question the subject of a land trust agreement? (Circle "Yes" or "No")

YES

NO

If YES, (1) either the trustee must be a co-petitioner or submit the attached Affidavit of Authorization from the trustee to represent the holders of the beneficial interests in the trust and (2) the applicant must provide a trust disclosure in compliance with "An Act to Require Disclosure of All Beneficial Interests", Chapter 148, Section 71 et seq., Illinois Revised Statutes, signed by the trustee.

III. PROPERTY INFORMATION:

Common address: 662 Oak Street, Glen Ellyn, Illinois 60137

Permanent tax index number: 05-11-201-036

Lots 24, 25 and 26 in block one (1) of Glen Ellyn Springs subdivision, being a subdivision of part of sections two (2) and eleven (11), township 39 north, range 10, east of the third principal meridian, according to the plat thereof recorded November 1, 1890 as Document No. 43902, excepting therefrom that part thereof dedicated for public highway (for widening and extending Oak Street) by Document No. 173190, recorded January 7, 1924, all in Dupage County, Illinois.

Zoning classification: R-2

Lot size: 153.3' X 159.45' X 150' X 127.2' Area: sq. ft. 21,503+/- sq. ft.

Present use: Existing Single Family Residence

IV . INFORMATION REGARDING THE VARIATION(S) REQUESTED:

Description of the variation(s) requested (including identification of the Zoning Code provisions from which variation is sought) and proposed use(s): **We are herein requesting a 32' front yard setback from 10-4-8 (D) 1 for the construction of a new single family residence.**

Front yard: The front yard setback distance shall be measured from the front lot line to the closest enclosed point of the principal structure. The initial principal structure erected on a lot in a subdivision recorded with the DuPage County Recorder of Deeds Office after March 1, 1999, may be constructed to the minimum required front yard setback line of 30 feet.

- a. 30' in depth,
- b. The proposed principal structure (or addition thereto) shall be no closer to the street than the closest principal structure on either adjacent lot on the same block and same side of the street, but
- c. The proposed principal structure (or addition thereto) need not be farther than 50' from the front lot line.

Estimated date to begin construction: April 1, 2012

Names and addresses of any experts (e.g., planner, architect, engineer, attorney, etc.):
Dan Marshall, Marshall Architects, 812 E. Main Street, Suite 101, St. Charles, IL 60174
Ray Whalen, Ray Whalen Builders, Inc. P.O. Box 3380, Glen Ellyn, Illinois 60137

V. EVIDENCE RELATING TO ZONING CODE STANDARDS FOR A VARIATION:

The following items are intended to elicit information to support conclusions by the ZBA or PC and the Village Board that the required findings/standards for a variation under the Zoning Code have been established and met. Therefore, please complete these items carefully.

A. Standards Applicable to All Variations Requested:

1. Provide evidence that due to the characteristics of the property in question, there are practical difficulties or particular hardship for the applicant/owner in carrying out the strict letter of the Zoning Code:
The property is a corner lot and both lot lines are very similar - Oak Street is 153.3' and Lenox is 159.45' (Difference of 6.15'). If Lenox was the front yard, the 30' side yard would be permitted along Oak Street. This parcel could be resubdivided and a strip of land at the N.E. corner 30' deep and 7' wide could be purchased by the adjacent property owner without creating any nonconforming conditions. In order to utilize the existing driveway and street approach and in order to provide the minimum required turning radius in/out of the garage, the garage/house cannot be closer to the north side yard lot line. The Village discourages disturbance of the parkway trees and street pavements and the appearance of overhead garage doors visible from the street.

2. a. Provide evidence that the property in question cannot yield a reasonable return if permitted to be used under the conditions allowed by the Zoning Code (i.e., without one or more variations):

OR

b. Provide evidence that the plight of the applicant/owner is due to unique circumstances relating to the property in question:
Grade of property has approximately 16' grade change from NW to SE. The grade change is mostly along the northernly lot line area. Having to set the home back 50' would present difficulty in designing a proper grading plan to effectively drain this parcel. A steeply sloping lot places known limitations on outdoor rear yard living areas. If the home were placed closer to the north lot line, the remaining level rear yard living area would be reduced to a relatively small space not consistent with the size of the home and lot and a hardship for a large family or a high outdoor activity use.

3. Provide evidence that the requested variation(s), if granted, will not alter the essential character of the locality of the property in question:
The existing home is set back less than 50'. The immediate area and neighboring properties have a variety of front yard setbacks.

B. For the purpose of supplementing the above standards, the ZBA or PC, in making its recommendation that there are practical difficulties or particular hardships, shall also take into consideration the extent to which the evidence establishes or fails to establish the following facts favorably to the applicant:

1. Provide evidence that the particular physical surroundings, shape or topographical condition of the property in question would bring particular hardship upon the applicant/owner as distinguished from a mere inconvenience if the strict letter of the Zoning Code were to be carried out:
The lot dimensions along both streets are similar and requiring a greater setback will decrease the area of usable space significantly.

2. Provide evidence that the conditions upon which the petition for variation is based would not be applicable generally to other property within the same zoning district:

Other properties in the area do not have similar lot line dimensions on two (2) sides and topography as this lot.

3. Provide evidence that the purpose of the variation is not based exclusively upon a desire to make more money out of the property in question;

The property value is decreased if utilized as a single buildable lot versus being subdivided into two (2) separate parcels. The owners intend to reside in their new home for many years to come.

4. Provide evidence that the alleged difficulty or particular hardship has not been created by any person presently having an interest in the property in question or by the applicant.

The adoption of zoning code requirements and determination of setbacks is beyond the control of the homeowners. The property was originally platted on November 1, 1890.

5. Provide evidence that the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property in question is located

This request will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property in question is located. No adverse impact on the area but will provide greater distance from adjacent homes.

6. Provide evidence that the proposed variation will not:

- a. Impair an adequate supply of light and air to adjacent property; Increased distances will be provided with the possibility of increasing light and air to adjacent properties.

- b. Substantially increase the hazard from fire or other dangers to the property in question or adjacent property;

The new home will have fire sprinklers and greater distances from adjacent structures will exist if the variation is granted.

- c. Otherwise impair the public health, safety, comfort, morals or general welfare of the inhabitants of the Village:

No impairment to public health, safety, comfort, morals or general welfare of the inhabitants of the Village will be incurred.

- d. Diminish or impair property values within the neighborhood;
The new single family residence will potentially increase property values and will not diminish or impair values within the neighborhood.
 - e. Unduly increase traffic congestion in the public streets and highway;
No significant traffic will be generated from this location than exists throughout the area
 - f. Create a nuisance; or
No nuisance will be created
 - g. Results in an increase in public expenditures.
No public funds will be used in the construction of the residence
7. Provide evidence that the variation is the minimum variation that will make possible the reasonable use of the land, building or structure.
- The requested variation provides for a usable rear yard, greater distance from adjoining properties, while eliciting an improved grading plan.
8. Please add any comments which may assist the Zoning Board of Appeals in reviewing this application.
Please see the attached documentation illustrating support from the neighboring property owner, immediately to the west. Additionally, please note that the proposed project meets all other applicable zoning code requirements.

VI. EVIDENCE RELATING TO FLOOD HAZARD VARIATION REQUESTS

The following items must be completed only if the requested variation is from Chapter 6 of the Zoning Code (relating to Flood Hazard Land Use Regulations.) If no such variation is being requested, the applicant should skip this section and complete Section VII below.

- A. Items applicable only to variation requested from the requirements of Chapter 6 of the Zoning Code (relating to Flood Hazard Land Use Regulations) that, if granted, would result in a structure not being protected to the elevation of the base flood.

1. Provide evidence that the structure is to be located on a lot contiguous to and surrounded by lots with existing structures constructed below the base flood level.

2. Provide evidence that the applicant has acknowledged that (a) such construction below the base flood level will increase the risk to life and property and that the applicant proceeds with knowledge of these risks; and (b) any variation is contingent upon the applicant obtaining approval from other agencies having jurisdiction when the variance violates the requirements of such agencies.

- B. Items applicable only to variations requested from the requirements in Chapter 6 of the Zoning Code (relating to Flood Hazard Land Use Regulations) that, if granted, would significantly impede or increase the flow and passage of floodwaters.

1. Provide evidence that the use will not result in an increased flood height greater than 0.1 feet within the designated regulatory floodway.

2. Provide evidence that the resulting increase in the base flood elevations will not affect any existing structures or utilities.

3. Provide evidence that the owners of the properties affected by the increased base flood elevation are compensated for the resulting effect on property values, and they give their written agreement to granting the variation.

4. Provide evidence that the resulting increased flood elevations will not affect any flood protection structures.

VII. CERTIFICATIONS, CONSENT AND SIGNATURE(S)

I (We) certify that all of the statements and documents submitted as part of this application are true and complete to the best of my (our) knowledge and belief.

I (We) consent to the entry in or upon the premises described in the application by any authorized official of the Village of Glen Ellyn.

I (We) certify that I (we) have carefully reviewed the Glen Ellyn Zoning Variation Request Package and applicable provisions of the Glen Ellyn Zoning Code.

I (We) consent to accept and pay the cost to publish a notice of Public Hearing as submitted on an invoice from the publishing newspaper. I (we) understand that our request will not be scheduled for a Village Board agenda until and unless this invoice is paid.

Ray Whalen Builders, Inc.

By: Ray Whalen President

Signature of Applicants (s)

February 29, 2012

Date filed

AFFIDAVIT OF AUTHORIZATION

I, (We), David and Patrice Menzel owner(s) of
the property described as 662 Oak Street, Glen Ellyn, Illinois 60137

verify that Ray Whalen of Ray Whalen Builders, Inc.

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

David Menzel OWNER(S) 2/29/12
Patrice Menzel OWNER(S) 2/29/12

Kathleen M. Whalen
NOTARY





First American Title Insurance Company

WARRANTY DEED
ILLINOIS STATUTORY
Tenants by the Entirety

(FIRST AMERICAN TITLE
ORDER # 2800430)



FRED BUCHOLZ
DUPAGE COUNTY RECORDER
OCT.06,2011 RHSP 1:43 PM
DEED 05-11-201-036
002 PAGES R2011-118698

THE GRANTOR(S) Nancy B. Lancaster, widowed and not since remarried, of the City of Glen Ellyn, County of DuPage, State of IL for and in consideration of Ten and 00/100 Dollars, and other good and valuable consideration in hand paid, CONVEY(S) and WARRANT(S) to David B. Menzel and Patrice D. Menzel, husband and wife, as tenants by the entirety, of Glen Ellyn, IL 60137 of the County of DuPage, all interest in the following described Real Estate situated in the County of DuPage in the State of IL, to wit:

LOTS 24, 25 AND 26 (EXCEPT THAT PART OF SAID LOT 26 DEDICATED FOR OAK STREET) IN BLOCK 1 IN GLEN ELLYN SPRINGS, A SUBDIVISION OF PART OF SECTIONS 2 AND 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.

SUBJECT TO: General real estate taxes not due and payable at the time of Closing, covenants, conditions, and restrictions of record; and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Real Estate.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. TO HAVE AND TO HOLD said premises as husband and wife, as tenants by the entirety forever.

Permanent Real Estate Index Number(s): 05-11-201-036
Address(es) of Real Estate: 662 Oak Street, Glen Ellyn, IL 60137

Dated this 27th day of September, 20 11

Nancy B. Lancaster
Nancy B. Lancaster

* joint tenants with the right of survivorship

STATE OF ILLINOIS
OCT.-6.11
DUPAGE COUNTY

0008012252
REAL ESTATE TRANSFER TAX
0075000
FP326689

Village of Glen Ellyn
Real Estate Transfer Tax
014819
Sale \$ _____
Tax \$ _____
Date 9/30/11 Initials DF

Warranty Deed - Individual - Tenants by the Entirety

\$7500

FASTDoc 09/2005

STATE OF ILLINOIS, COUNTY OF DeWapage SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Nancy B. Lancaster, widowed and not since remarried, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 27th day of September, 20 11.



Karen A. Barth (Notary Public)

Prepared by:
Ted W. Lane
Attorney At Law
341 N. Park Blvd.
Glen Ellyn, IL 60137

Mail to:
Steven K. Norgaard
Steven K. Norgaard, P.C.
493 Duane St.
Glen Ellyn, IL 60137

Name and Address of Taxpayer:
David & Patrice Menzel
662 Oak Street
Glen Ellyn, IL 60137

February 28, 2012

To The Village of Glen Ellyn Zoning Board of Appeals, Village President, and Board of Trustees:

Enclosed please find our application for variation of the setback requirement for the property located at 662 Oak Street. Since we are unable to personally attend the Zoning Board meeting on March 27, we wanted to write a brief letter summarizing our request.

We recently purchased the property and intend to build a new single-family home facing Oak Street. The current setback requirement for a new home facing Oak Street is 50 feet. We are requesting a setback of 32 feet.

We have been residents of Glen Ellyn since 1998, and plan to remain residents for a long time to come. Our future new home will allow us to live in walking distance of downtown Glen Ellyn, Lake Ellyn and Glenbard West High School. Our oldest daughter is now a sophomore at GBW. In two years, our youngest daughter will attend GBW. At the same time, this location is not far from our existing home at 380 Amy Court, and enables us to remain close to our friends and neighbors of the last 14 years.

Our request for variation, as outlined in the application, will enable us to move the house away from the steep northerly grade and more fully utilize the level area of the proposed backyard. In addition, a setback of 32 feet will allow more space between our new home and the existing home on Lenox. As noted in the application, selling off a small portion of the property would negate the need for a variation. However, we do not wish to proceed in this manner and would rather present our request in accordance with original platted parcel in a transparent manner.

We believe the proposed home will be an attractive addition to the neighborhood and create additional tax revenue for the Village. We have discussed our plans with the neighbor directly to the west, Dorothy Beisch, and she is agreeable to our request. Please find her letter of consent in our application. Also note that we are building this home as our primary residence, and have no intention of selling it.

Thank you for your consideration of our application, and if you have any questions, feel free to contact either of us directly, or Ray Whalen, who we have authorized to discuss this matter on our behalf with the Board.

Very truly yours,



Dave and PD Menzel



380 Amy Court, Glen Ellyn

February 28, 2012

Village Board:

This letter is to inform you that I have discussed the proposed building plans and reviewed the elevations for the property at 662 Oak Street in Glen Ellyn with David and Patrice Menzel.

I am agreeable to their requested variance to allow for set back of thirty two feet along Oak Street for their proposed new home.

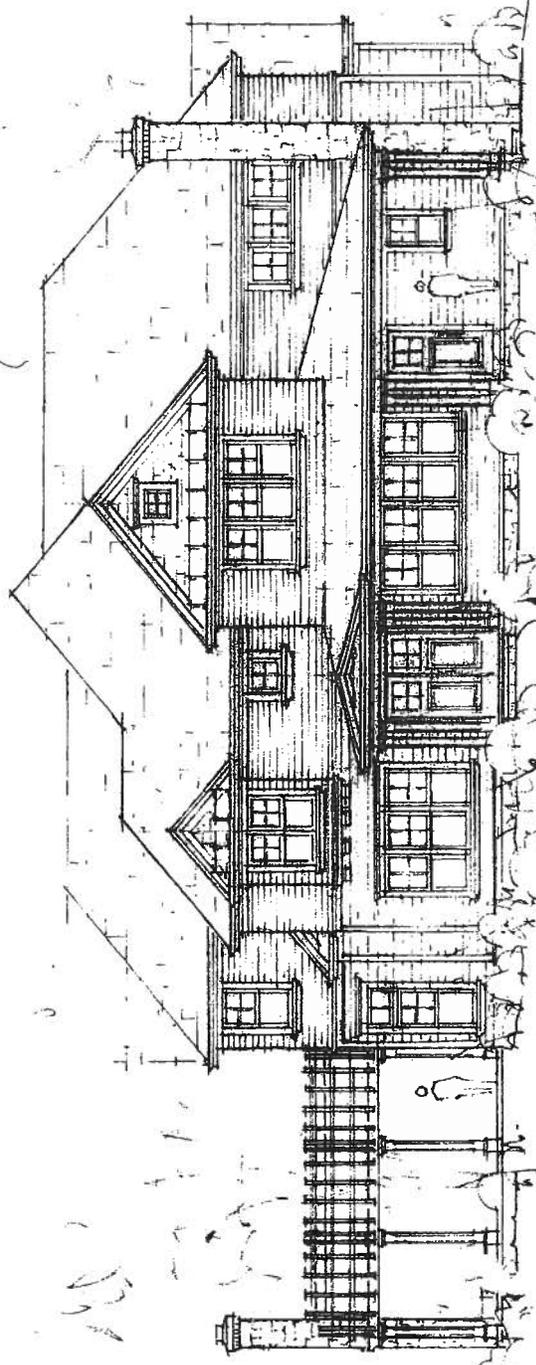
Thanks for your consideration,

A handwritten signature in black ink that reads "Dorothy J. Beisch". The signature is written in a cursive style with a large initial "D" and a prominent "J".

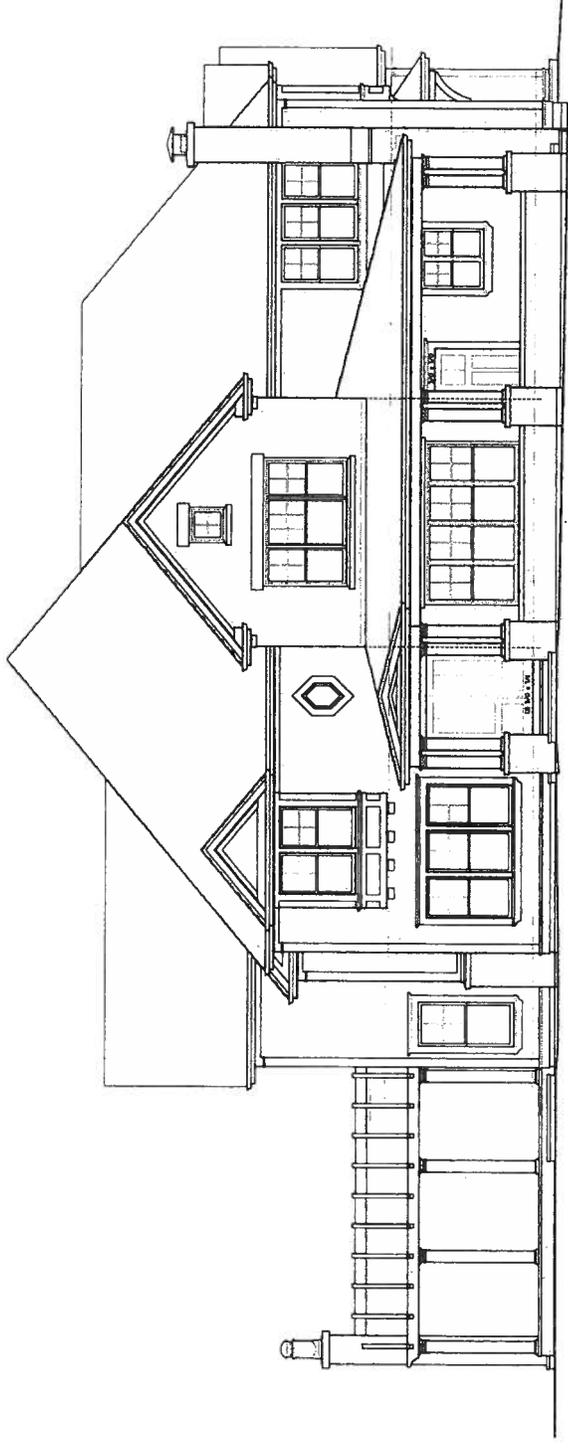
Dorothy J. Beisch

654 Oak Street

Glen Ellyn, IL 60137



HENZEL RESIDENCE
662 OAK STREET - GLEN ELLYN, ILLINOIS
PRELIMINARY FRONT ELEVATION 10.10.11
MARSHALL ARCHITECTS



MENZEL FRONT ELEVATION
SCALE: 1/8" = 1'-0" FEB. 21, 2012

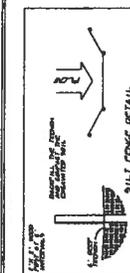
REVISIONS BY:

PREPARED FOR:
R. WHALEN BUILDERS

EXISTING SITE PLAN & TREE PRESERVATION PLAN

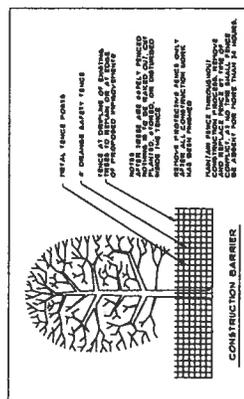
PROJECT LOCATION:
662 OAK STREET
GLEN ELLYN, IL.

SHEET
1 OF 1



CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF GLEN ELLYN ORDINANCES.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE ILLINOIS CONSTRUCTION SPECIFICATIONS FOR CONCRETE AND REINFORCING STEEL.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE ILLINOIS CONSTRUCTION SPECIFICATIONS FOR MASONRY.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE ILLINOIS CONSTRUCTION SPECIFICATIONS FOR METAL DECKING.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE ILLINOIS CONSTRUCTION SPECIFICATIONS FOR ROOFING.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE ILLINOIS CONSTRUCTION SPECIFICATIONS FOR MECHANICAL, ELECTRICAL AND PLUMBING.
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE ILLINOIS CONSTRUCTION SPECIFICATIONS FOR PAINTS AND COATINGS.
8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE ILLINOIS CONSTRUCTION SPECIFICATIONS FOR GLASS AND GLAZING.
9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE ILLINOIS CONSTRUCTION SPECIFICATIONS FOR ELEVATORS AND ESCALATORS.
10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE ILLINOIS CONSTRUCTION SPECIFICATIONS FOR SIGNAGE.
11. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE ILLINOIS CONSTRUCTION SPECIFICATIONS FOR LANDSCAPE ARCHITECTURE.
12. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE ILLINOIS CONSTRUCTION SPECIFICATIONS FOR TRAFFIC CONTROL DEVICES.
13. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE ILLINOIS CONSTRUCTION SPECIFICATIONS FOR UTILITIES.
14. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE ILLINOIS CONSTRUCTION SPECIFICATIONS FOR TELECOMMUNICATIONS.
15. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE ILLINOIS CONSTRUCTION SPECIFICATIONS FOR SAFETY.
16. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE ILLINOIS CONSTRUCTION SPECIFICATIONS FOR ACCESSIBILITY.
17. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE ILLINOIS CONSTRUCTION SPECIFICATIONS FOR ENVIRONMENTAL PROTECTION.
18. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE ILLINOIS CONSTRUCTION SPECIFICATIONS FOR HISTORIC PRESERVATION.
19. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE ILLINOIS CONSTRUCTION SPECIFICATIONS FOR CULTURAL HERITAGE.
20. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE ILLINOIS CONSTRUCTION SPECIFICATIONS FOR ARCHITECTURAL QUALITY.



The plan has been prepared in accordance with the requirements of the City of Glen Ellyn, Illinois, for the preservation of trees on the subject property. The plan shows the location of all trees on the property and the proposed construction. The plan is subject to the approval of the City of Glen Ellyn, Illinois.

Prepared By: _____
 Name: _____
 Signature: _____
 Date: _____
 Owner's Name: _____
 Signature/Date: _____

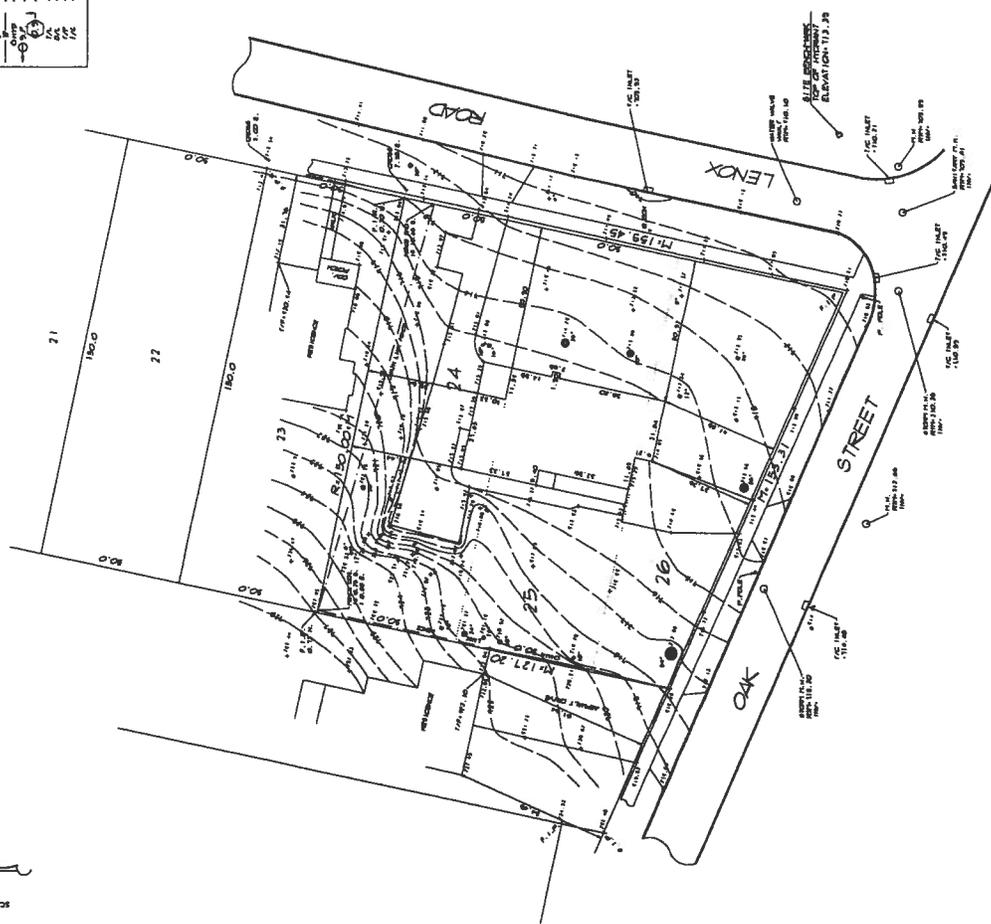
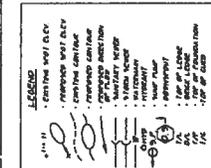
TREE NO.	SPECIES	TREE DESCRIPTION	D.B.H.	CONDITION	CLASSIFICATION		ACTION	
					PROTECTED	REMOVED	REMOVED	REMOVED
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
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19								
20								
21								
22								

NOTES:

1. THE CITY OF GLEN ELLYN, ILLINOIS, HAS A TREE PRESERVATION ORDINANCE WHICH REQUIRES THAT ALL TREES ON THE PROPERTY BE PRESERVED UNLESS THEY ARE DEAD OR DISEASED.
2. THE CITY OF GLEN ELLYN, ILLINOIS, HAS A TREE PRESERVATION ORDINANCE WHICH REQUIRES THAT ALL TREES ON THE PROPERTY BE PRESERVED UNLESS THEY ARE DEAD OR DISEASED.
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20. THE CITY OF GLEN ELLYN, ILLINOIS, HAS A TREE PRESERVATION ORDINANCE WHICH REQUIRES THAT ALL TREES ON THE PROPERTY BE PRESERVED UNLESS THEY ARE DEAD OR DISEASED.

STATE OF ILLINOIS
 COUNTY OF DU PAGE
 To the best of my knowledge and belief, that each surface estate, shall be preserved, for its accordance with generally accepted engineering practices and that the development of the subject site is in accordance with the City of Glen Ellyn, Illinois, Ordinance No. 11-1-10, which requires that all trees on other properties.

Notary Public for Illinois, August 5, 2011

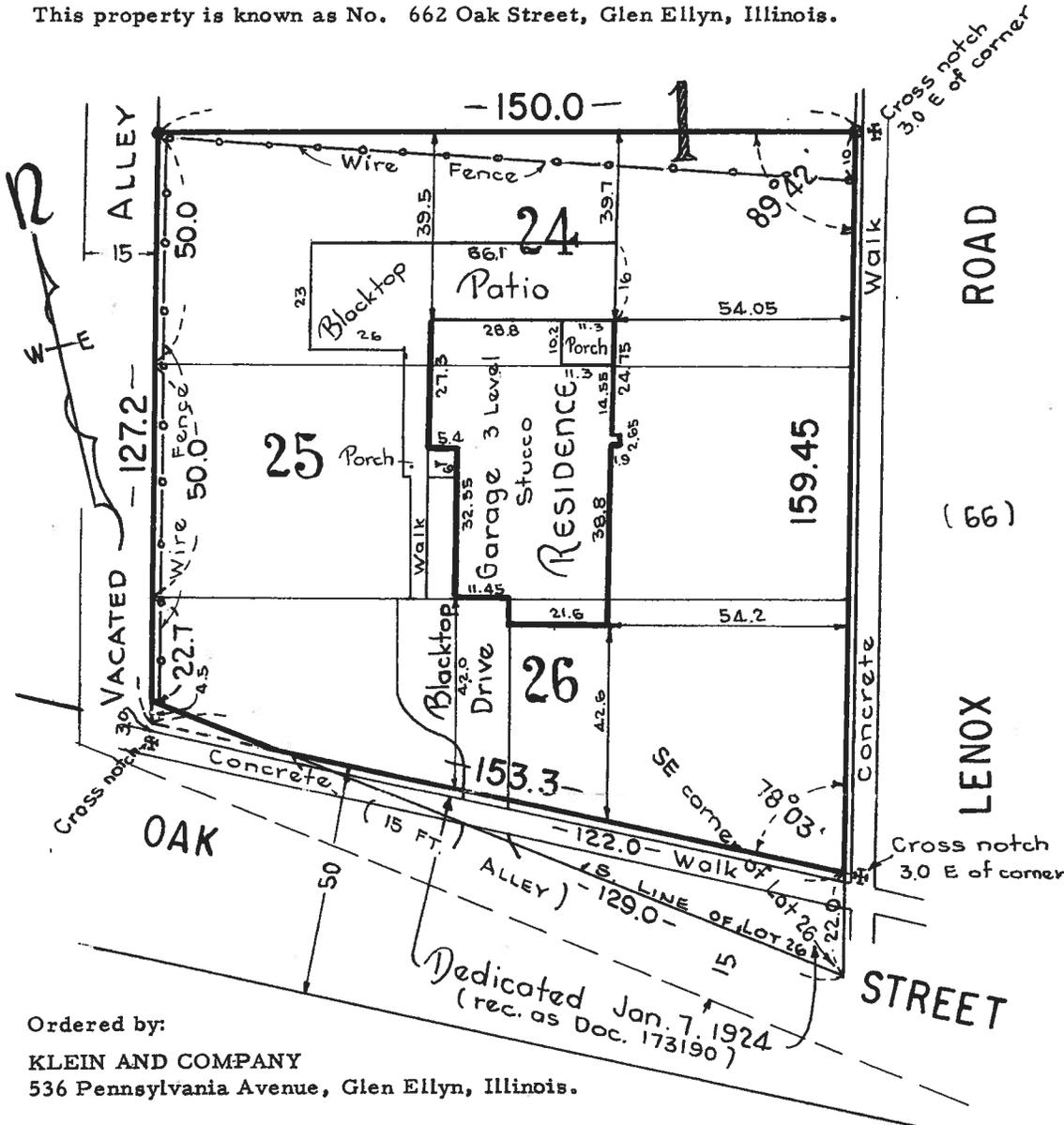


Stalbrecher Land Surveyors, Inc.
 Professional Land Surveyors
 145 S. WASHINGTON STREET, SUITE 200
 GLEN ELLYN, ILLINOIS 60131-1800
 TEL: 708-233-8900 FAX: 708-233-8907

Plat of Survey

OF LOTS TWENTY FOUR (24), TWENTY FIVE (25) AND TWENTY SIX (26) IN BLOCK ONE (1) OF GLEN ELLYN SPRINGS SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS 2 AND 11, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 1, 1890, AS DOCUMENT 43902, EXCEPTING THEREFROM THAT PART THEREOF DEDICATED FOR PUBLIC HIGHWAY (FOR WIDENING AND EXTENDING OAK STREET) BY DOCUMENT 173190, RECORDED JANUARY 7, 1924, IN DU PAGE COUNTY, ILLINOIS.

This property is known as No. 662 Oak Street, Glen Ellyn, Illinois.



Ordered by:
KLEIN AND COMPANY
 536 Pennsylvania Avenue, Glen Ellyn, Illinois.

STATE OF ILLINOIS }
 COUNTY OF DU PAGE } SS

THIS IS TO CERTIFY THAT I, HAROLD F. STEINBRECHER, ILLINOIS LAND SURVEYOR, HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AS SHOWN ON THE ANNEXED PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY. ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE SHOWN.

SCALE OF MAP IS 30 FEET TO ONE INCH.

WHEATON, ILLINOIS, June 6th 1963

BUILDINGS WERE LOCATED AS SHOWN ON June 6th, 1963

HAROLD F. STEINBRECHER
 CIVIL ENGINEER AND SURVEYOR
 110 NORTH WEST STREET
 WHEATON, ILLINOIS

Harold F. Steinbrecher
 ILLINOIS REGISTERED LAND SURVEYOR

Owner: MR. THEODORE L. BREMER

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Kevin Wachtel, Finance Director

DATE: March 21, 2012, Updated April 13, 2012

RE: BUDGET MEMO –Home Rule Sales Tax Breakdown for FY12/13



Background

Last fall, the Village conducted its annual review the Home Rule Sales Tax as required by Village Code. This memo is to indicate the use of the projected Home Rule Sale Tax revenue in accordance with the uses defined in the Village Code. Specifically, the home rule sales tax may be used for the following:

1. Maintain funding requirements of Glen Ellyn’s Police Pension Fund and Illinois Municipal Retirement Fund obligations as mandated by the State of Illinois;
2. Maintain adequate cash reserves as determined by Village financial policies;
3. Provide a dedicated funding source for downtown revitalization efforts through the designation of up to 15% of the revenues to fund improvements to the Central Business District.

Issues

For the FY12/13 budget, estimated HRST revenues are projected to exceed estimated pension costs by \$417,700. For the year, we are projecting that the general fund will exceed the 25% cash reserve policy level. However, the village board has a target of increasing the cash reserves by 1 percentage point. The current budget projects cash reserves equal to 25.9% of FY12/13 expenditures, which is \$8,399 short of the 26% cash reserve target. These calculations will vary if adjustments are made to the General Fund budgeted revenues or expenditures.

New: Analysis of other uses of Home Rule Sales Tax

To get a better understanding of the remaining home rule sales tax dollars, it is important to understand how all of the dollars are being used. This analysis identifies specifically how the HRST dollars are applied to current year services (economic development and other), what is being used to build reserves, and the amount applied to current year services.

FY12/13 Budget	
<u>Pensions</u>	
Estimated HRST Revenue	\$ 1,781,000
Estimated IMRF Contributions (General Fund)	(394,300)
Police Pension Contribution	(969,000)
a) Revenue Surplus	<u>\$ 417,700</u>
<u>Cash Reserves</u>	
Estimated Available May 1, 2012	\$ 4,058,639
b) FY12/13 Budgeted Inflow/(Outflow)	<u>145,000</u>
Projected Cash Reserves April 30, 2013	4,203,639 *
Less 25% Minimum Reserve	<u>(4,050,037)</u>
Cash Reserve Coverage (Deficiency)	<u>\$ 153,602</u>
<i>* Equivalent to 25.9% Reserve Level</i>	
Target of 26% cash reserve	(4,212,038)
Cash Reserve Deficiency	<u>\$ (8,399)</u>
<u>NEW: Analysis of other uses of Home Rule Sales Tax</u>	
c) Economic development (non SSA) for the Alliance, grants, holiday lights, etc.	\$ 212,850
d) Annual CBD maintenance: CBD Appearance (\$39,800); CBD snow removal (\$15,000); partial costs of landscaping in CBD (\$5,050)	\$ 59,850
e) Amount of HRST available for surplus or other services [a - c - e]	<u>\$ 145,000</u>
Amount of HRST remaining being used for current year services in FY12/13 [e - b]	<u>\$ -</u>

NEW: Total use of HRST Dollars

	HRST Use	FY12/13 Amount
1. Pensions	Pensions	\$1,363,300
2. Maintain adequate cash reserves	Amount applied to build reserves (General Fund surplus)	145,000
3. Downtown revitalization	Economic development (non SSA) for the Alliance, grants, holiday lights, etc.	\$212,850
	Annual CBD maintenance: CBD Appearance (\$39,800); CBD snow removal (\$15,000); partial costs of landscaping in CBD (\$5,050)	\$59,850
	Total	\$1,781,000

Recommendation

Management recommends that the Village continue the Home Rule Sales Tax. As the recent five year forecast continues to illustrate, the expenditures are growing at a faster rate than our revenues. We continue efforts to enhance the tax base through economic development and other measures. We continue to seek operational efficiencies and cost savings whenever possible. However, this revenue sources has become a vital component of funding our ongoing governmental operations.

In this economic climate, it is extremely difficult to increase fund balance. General Fund expenditures are projected to increase by only 0.1%, leaving very little room to cut more expenses. Management is hopeful that over the next few years we will create some General Fund surplus at the end of the year to begin to expand our reserve fund by 1% per year to 35%.

Action Requested

No action requested; information only at this time. The annual review, required per Village Ordinance, is scheduled to occur after the acceptance of the annual audit and when the five year forecast is completed.

MEMORANDUM

TO: Mark Franz, Village Manager
FROM: Kevin Wachtel
DATE: April 11, 2012
RE: Typical costs for a Glen Ellyn Resident



Background

At the April 9, 2012, board meeting, management provided information on the changes in costs to a prototypical Glen Ellyn resident. At that meeting, board members raised some questions, so this memo addresses those questions

Property taxes

The overall EAV of the Village was \$1,432,936,963 last year and has dropped to \$1,324,197,267, or about 7.6%. The chart below provides the calculations for a home that was valued at \$500,000 for prior year taxes, but experienced that same 7.6% value decline.

	FY11/12	FY12/13*	Change	Percent Change
Home Value	\$ 500,000	\$ 462,000	\$ (38,000)	-7.6%
EAV with \$25,000 homestead exemption	\$ 141,667	\$ 129,000	\$ (12,667)	-8.9%
Tax rate	\$ 0.4253	\$ 0.4724	\$ 0.0471	11.1%
Property taxes paid to the Village	\$ 602.51	\$ 609.40	\$ 6.89	1.1%
<i>*based on preliminary information provided by DuPage County</i>				
Village levy breakdown by use				
Portion for operations	\$ 285.83	\$ 291.90	\$ 6.07	2.1%
Portion for capital	\$ 151.89	\$ 154.79	\$ 2.89	1.9%
Portion for debt	\$ 164.79	\$ 162.71	\$ (2.08)	-1.3%
Total	\$ 602.51	\$ 609.40	\$ 6.89	1.1%

The tax levy calculations called for an increase in total levy of 1.6%. Due to the nature of the homestead exemption, the higher the home value, the less of an impact the homestead exemption (on a percentage basis) will have.

Water and Sewer Rates

The Village Board responded to cost increases imposed by the City of Chicago and DuPage Water Commission by increasing rates effective January 1, 2012. The total rate from May 1, 2011 to December 31, 2011 was \$11.73 per 1,000 gallons. As of January 1, 2012, the rate increased to \$12.84 per 1,000, and it is scheduled to be increased by another 9.5% as of January 1, 2013.

	May 1 to December 31, 2011	January 1 to April 30, 2012	Average Rate	Estimated annual cost
Water	\$ 6.34	\$ 6.42	\$ 6.37	\$ 764
Sewer	\$ 5.39	\$ 6.42	\$ 5.73	\$ 688
Total	\$ 11.73	\$ 12.84	\$ 12.10	\$ 1,452

	May 1 to December 31, 2012	January 1 to April 30, 2013	Average Rate	Estimated annual cost
Water	\$ 6.42	\$ 7.03	\$ 6.62	\$ 795
Sewer	\$ 6.42	\$ 7.03	\$ 6.62	\$ 795
Total	\$ 12.84	\$ 14.06	\$ 13.25	\$ 1,590

Difference	\$ 1.15	\$ 138
Percent Difference	9.5%	9.5%

Refuse service rates

Current refuse contract calls for the following monthly rates:

35 gallon	\$12.90
65 gallon	\$16.50
95 gallon	\$18.70

The contract is currently out for bids, so the FY12/13 overall costs are unknown. A typical customer in Glen Ellyn would use the 65 gallon toter. For purposes of illustration, we have assumed a 5% increase for FY12/13.

	FY11/12	FY12/13	Difference	Percent Change
Monthly Charge	\$ 16.50	\$ 17.33	\$ 0.83	5%
Annual Charge	\$ 198.00	\$ 207.96	\$ 9.96	5%

Total cost differences

The typical Glen Ellyn Resident will pay an additional \$154.84 more to the Village in FY12/13 for these noted services. Other costs that residents may incur are largely driven by constituent behavior, including whether or not they may do work on their home, play golf, park in Village lots, or take advantage of other Village services.

	FY11/12	FY12/13	Difference	Percent Change
Property taxes	\$ 602.51	\$ 609.40	\$ 6.89	1.1%
Water and Sewer	\$ 1,452.00	\$ 1,590.00	\$ 138.00	9.5%
Refuse	\$ 198.00	\$ 207.96	\$ 9.96	5.0%
Total	\$ 2,252.51	\$ 2,407.36	\$ 154.85	6.9%

A-8

Village of Glen Ellyn

Ordinance No. _____

**An Ordinance Adopting the Annual Village of Glen Ellyn Expenditure Budget
in the Net Amount of \$43,494,150 Including the
Compensation Plan for the 2012/13 Fiscal Year
Beginning May 1, 2012, and Ending April 30, 2013**

**Adopted by the
President and Board of Trustees
of the Village of Glen Ellyn
DuPage County, Illinois
this _____ day of _____, 2012**

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 _____, 2012

Ordinance No. _____

**An Ordinance Adopting the Annual Village of Glen Ellyn Expenditure Budget
in the Net Amount of \$43,494,150 Including the
Compensation Plan for the 2012/13 Fiscal Year
Beginning May 1, 2012, and Ending April 30, 2013**

Whereas, Village staff has prepared and presented to the President and Board of Trustees of the Village of Glen Ellyn a proposed annual budget for the 2012/13 fiscal year beginning May 1, 2012, and ending April 30, 2013; and

Whereas, following due and proper publication of public notice in The Glen Ellyn News on March 29, 2012, a public hearing was held on April 9, 2012, to consider the proposed annual budget for the 2012/13 fiscal year; and

Whereas, the President and Board of Trustees of the Village of Glen Ellyn deem it in the best interest of the Village to adopt the budget proposed by the Budget Officer, as revised at the direction of the Village Board of Trustees;

Now, Therefore, Be It Hereby 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 annual expenditure Budget for the 2012/13 fiscal year, beginning May 1, 2012, and ending April 30, 2013, for the Village of Glen Ellyn, is in the gross amount of Fifty Million One Hundred Eighty Eight Thousand Seven Hundred Ninety Eight Dollars, (\$50,188,798); net budget exclusive of interfund transfers: Forty Three Million Four Hundred Ninety Four Thousand One Hundred Fifty Dollars (\$43,494,150) as set forth in Exhibit "A," referenced herein as though it were attached hereto, and as summarized in Exhibit "B" attached hereto and made a part hereof, is hereby adopted and authorized.

Section Two: The compensation plan for the Village of Glen Ellyn, a part of the budget for the 2012/13 fiscal year as set forth in Exhibit "C" attached hereto and made a part hereof, is hereby adopted, approved, and authorized.

Section Three: The President and Board of Trustees hereby delegate to the Village

Manager, or in his absence the Acting Village Manager, the authority to make transfers within a department, provided such transfers do not exceed Ten Thousand Dollars (\$10,000) and further provided no revision of the budget shall be made increasing the budget in the event funds are not available to effectuate the purpose of the revision.

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

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this _____ day of _____, 2012.

Ayes:

Nays:

Absent:

Approved by the President of the Village of Glen Ellyn, on the _____ day of _____, 2012.

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 _____, 2012.)

EXHIBIT A

VILLAGE OF GLEN ELLYN

**BUDGET
FOR FY 12/13**

NET REVENUES - ALL FUNDS:	\$	<u>41,716,600</u>
NET EXPENSES - ALL FUNDS:	\$	<u>43,494,150</u>

**APPROVED
by the
VILLAGE BOARD OF TRUSTEES**

April 23, 2012

Ordinance No. _____

EXHIBIT B

SUMMARY OF FY12/13 BUDGET
VILLAGE OF GLEN ELLYN
May 1, 2012 through April 30, 2013

GENERAL FUND

Board and Clerk	\$ 49,900
Village Manager's Office	1,039,400
Senior Services	117,550
History Park	53,400
Facilities Maintenance	454,200
Finance	1,071,700
Public Works - Admin / Engineering	899,350
Public Works - Operations	1,981,400
Police	7,174,848
Volunteer Fire Company	1,797,650
Planning & Development	1,235,900
Economic Development	378,850
TOTAL EXPENDITURES	\$ 16,254,148
TOTAL REVENUES	\$ 16,401,200

CORPORATE RESERVE FUND

TOTAL EXPENDITURES	\$ 793,000
TOTAL REVENUES	\$ 187,900

MOTOR FUEL TAX FUND

TOTAL EXPENDITURES	\$ 831,000
TOTAL REVENUES	\$ 706,500

DEBT SERVICE FUND

TOTAL EXPENDITURES	\$ 1,654,600
TOTAL REVENUES	\$ 1,662,000

CAPITAL PROJECTS FUND

TOTAL EXPENDITURES	\$ 6,986,000
TOTAL REVENUES	\$ 5,901,500

FACILITIES MAINT RESERVE FUND

TOTAL EXPENDITURES	\$ 77,500
TOTAL REVENUES	\$ 52,500

WATER & SEWER FUND

Water Division	6,035,300
Sewer Division	6,303,300
TOTAL EXPENDITURES	\$ 12,338,600
TOTAL REVENUES	\$ 12,291,500

PARKING FUND

TOTAL EXPENDITURES	\$ 409,300
TOTAL REVENUES	\$ 334,400

RESIDENTIAL SOLID WASTE FUND

TOTAL EXPENDITURES	\$ 1,484,900
TOTAL REVENUES	\$ 1,339,000

RECREATION FUND

TOTAL EXPENDITURES	\$ 3,221,400
TOTAL REVENUES	\$ 3,186,000

INSURANCE FUND

TOTAL EXPENDITURES	\$ 2,819,000
TOTAL REVENUES	\$ 2,815,600

EQUIPMENT SERVICES FUND

TOTAL EXPENDITURES	\$ 1,808,250
TOTAL REVENUES	\$ 1,744,148

POLICE PENSION FUND

TOTAL EXPENDITURES	\$ 1,510,100
TOTAL REVENUES	\$ 1,789,000

TAX INCREMENT FINANCING FUND

TOTAL EXPENDITURES	\$ 1,000
TOTAL REVENUES	\$ -

TOTAL EXPENDITURES, ALL FUNDS	\$ 50,188,798
LESS INTERFUND TRANSFERS	(6,694,648)
TOTAL NET EXPENDITURE BUDGET	\$ 43,494,150
TOTAL REVENUES, ALL FUNDS	\$ 48,411,248
LESS INTERFUND TRANSFERS	(6,694,648)
TOTAL NET REVENUE BUDGET	\$ 41,716,600
DIFFERENCE	\$ (1,777,550)

EXHIBIT C

Village of Glen Ellyn
Position Classifications by Department
May 1, 2012 through April 30, 2013

	<u>FLSA Status</u>	<u>Salary Range</u>
<u>Administration</u>		
Village Manager's Office		
Village Manager	E	Z
Assistant to the Village Manager - HR	E	P
Assistant to the Village Manager - Admin	E	P
Economic Development Coordinator	N	J
Multi Media Specialist	N	J
Senior Services Coordinator	N	H
Administrative Services Coordinator	N	G
Executive Secretary	N	H
Administrative Clerk II	N	B
Facilities Maintenance		
Maintenance Worker II	N	F
Facilities Supervisor	N	I
Custodian	N	A
<u>Finance</u>		
Finance Director	E	U
Assistant Finance Director	E	P
Information Technology Manager	E	S
Accounts Manager	E	J
Accounting Specialist	N	I
Fiscal Clerk	N	D
Meter Reader	N	N/A

Village of Glen Ellyn
 Position Classifications by Department
 May 1, 2012 through April 30, 2013

	<u>FLSA Status</u>	<u>Salary Range</u>
<u>Planning & Development</u>		
Planning		
Planning & Development Director	E	U
Planner with AICP Cert	E	K
Stormwater Engineer - Development	N	K
Administrative Assistant II	N	F
Administrative Clerk II	N	B
Planning Intern	N	A
Building & Zoning		
Building & Zoning Official	E	M
Plan Examiner	N	J
Building Inspector	N	J
Permit Clerk	N	D
Property Site Inspector	N	B
<u>Police Department</u>		
Police Chief	E	V
Deputy Chief of Police	E	T
Police Sergeant	N	O
Police Officer	N	PO
Property Officer	N	G
Community Service Officer	N	E
Records Supervisor/Tech	N	L
Administrative Assistant II	N	F
Records Clerk	N	D
Crossing Guards	N/A	Daily Rate

"PO" = Police Officer / FOP Contract

Village of Glen Ellyn
 Position Classifications by Department
 May 1, 2012 through April 30, 2013

	<u>FLSA Status</u>	<u>Salary Range</u>
<u>Public Works</u>		
Administration/Engineering		
Public Works Director	E	V
Assistant Public Works Director	E	S
Registered Professional Engineer	E	T
Civil Engineer	E	O
Utilities Inspector	N	J
Administrative Assistant I	N	D
Operations Division		
Village Forester	E	L
Project Coordinator	N	G
Senior Plant Operator	N	L
Crew Leader I	N	I
Customer Service Worker	N	G
Maintenance Worker II	N	F
Maintenance Worker I	N	E
Equipment Services		
Equipment Services Supervisor	N	L
Equipment Mechanic II	N	J
Inventory Control Clerk	N	E

Village of Glen Ellyn
Position Classifications by Department
May 1, 2012 through April 30, 2013

	<u>FLSA</u> <u>Status</u>	<u>Salary</u> <u>Range</u>
<u>Recreation</u>		
Administration		
Recreation Director	E	U
Golf		
Assistant Recreation Director	E	P
Head Golf Professional	E	K
First Assistant Golf Professional	E	H
Food Service		
Food Service Manager	E	L
Grounds		
Golf Course Superintendent	E	O
Assistant Golf Course Superintendent	E	I

Village of Glen Ellyn
Salary Tables - May 1, 2012 through April 30, 2013

FY12/13 Salary Schedule Adjustment = 1.00%

Range	Annualized			Hourly		
	Min	Mid	Max	Min	Mid	Max
A	\$ 34,632	\$ 43,680	\$ 52,603	\$ 16.65	\$ 21.00	\$ 25.29
B	\$ 36,338	\$ 45,864	\$ 55,224	\$ 17.47	\$ 22.05	\$ 26.55
C	\$ 38,168	\$ 48,152	\$ 58,074	\$ 18.35	\$ 23.15	\$ 27.92
D	\$ 40,082	\$ 50,565	\$ 60,902	\$ 19.27	\$ 24.31	\$ 29.28
E	\$ 42,099	\$ 53,082	\$ 64,022	\$ 20.24	\$ 25.52	\$ 30.78
F	\$ 44,221	\$ 55,744	\$ 67,246	\$ 21.26	\$ 26.80	\$ 32.33
G	\$ 46,446	\$ 58,531	\$ 70,595	\$ 22.33	\$ 28.14	\$ 33.94
H	\$ 48,776	\$ 61,443	\$ 74,110	\$ 23.45	\$ 29.54	\$ 35.63
I	\$ 51,189	\$ 64,542	\$ 77,854	\$ 24.61	\$ 31.03	\$ 37.43
PO *	\$ 51,257	\$ 64,938	\$ 78,634	\$ 24.64	\$ 31.22	\$ 37.80
J	\$ 53,726	\$ 67,746	\$ 81,702	\$ 25.83	\$ 32.57	\$ 39.28
K	\$ 56,451	\$ 71,157	\$ 85,842	\$ 27.14	\$ 34.21	\$ 41.27
L	\$ 59,280	\$ 74,714	\$ 90,085	\$ 28.50	\$ 35.92	\$ 43.31
M	\$ 62,213	\$ 78,437	\$ 94,536	\$ 29.91	\$ 37.71	\$ 45.45
N	\$ 65,333	\$ 82,347	\$ 99,258	\$ 31.41	\$ 39.59	\$ 47.72
O	\$ 68,682	\$ 86,466	\$ 104,437	\$ 33.02	\$ 41.57	\$ 50.21
P	\$ 72,093	\$ 90,792	\$ 109,574	\$ 34.66	\$ 43.65	\$ 52.68
Q	\$ 75,629	\$ 95,326	\$ 114,941	\$ 36.36	\$ 45.83	\$ 55.26
R	\$ 79,477	\$ 100,110	\$ 120,806	\$ 38.21	\$ 48.13	\$ 58.08
S	\$ 83,429	\$ 105,123	\$ 126,838	\$ 40.11	\$ 50.54	\$ 60.98
T	\$ 87,568	\$ 110,386	\$ 133,099	\$ 42.10	\$ 53.07	\$ 63.99
U	\$ 91,998	\$ 115,898	\$ 139,880	\$ 44.23	\$ 55.72	\$ 67.25
V	\$ 96,554	\$ 121,680	\$ 146,744	\$ 46.42	\$ 58.50	\$ 70.55
W	\$ 101,379	\$ 127,774	\$ 154,107	\$ 48.74	\$ 61.43	\$ 74.09
X	\$ 106,454	\$ 134,160	\$ 161,782	\$ 51.18	\$ 64.50	\$ 77.78
Y	\$ 111,800	\$ 140,878	\$ 169,978	\$ 53.75	\$ 67.73	\$ 81.72
Z	\$ 117,354	\$ 147,909	\$ 178,360	\$ 56.42	\$ 71.11	\$ 85.75

* Police Officers / F.O.P. Contract. Rates are effective November 1, 2011.

A-9



To: Mark Franz, Village Manager

From: Staci Hulseberg, Director of Planning and Development

Date: April 17, 2012

Re: Purchase of Duane Street Property for Commuter Parking Lot

Background

In 1999, the Village was awarded a federal Congestion Mitigation and Air Quality (CMAQ) grant administered by Metra in the amount of \$780,000 for the construction of a new commuter parking lot on the vacant property south of the intersection of Western and Pennsylvania. Harris Bank subsequently purchased the property and developed a local bank on the site. Since that time, the Village has been working to find an alternate location to use the grant funds and construct a commuter parking lot. Over the years, the Village has discussed a number of potential locations for the lot. Metra has informed us that if the grant funds are not used soon, they will be eliminated.

One of the potential parking lot locations evaluated more recently was the Duane Street Rowhouse property located at 460-478 Duane Street, immediately west of Citibank. In May 2009, the Village approved the construction of seven townhomes on this site. The development never went forward and the approving ordinance expired in November 2011. The property was ultimately foreclosed upon by Elgin State Bank.

Following the foreclosure, the initial list price for the property was \$1.2 million. In November 2010, the list price was reduced to \$825,000. A recent appraisal reflects a value of \$500,00 for the land. The Village has negotiated a purchase price of \$445,000 for the property. A Phase I Environmental Study has been approved by Metra which shows the property to be clean.

The property is very narrow in depth and therefore, uses for the site are limited. Due to its location being quite separated from other retail uses and the downtown core, the site is not a prime location for retail development. Office

or residential development could be workable on the site. However, the poor economy as created an additional challenge for the redevelopment of the land. A commuter parking lot would be appropriate as a permanent or interim use for the site. In the future, if the Village would like the property to be redeveloped with a different use, it would be possible to relocate these parking stalls to elsewhere in the downtown. The commuter parking spaces are required to remain in the downtown for 40 years.

Issues

We would potentially be able to construct 55 commuter parking spaces on the property. A parking lot at this location would be more desirable to commuters than the daily fee Duane-Lorraine lot since it is closer to the train station. There is currently a demand for downtown permit parking spaces since there is a 2-year waiting list for a first-available permit spot and a 7-year waiting list for the premium permit lots. We would likely price the spaces in this lot similar to the spaces in the Fire Station lot, which is \$280 per year. With the oversell, we would anticipate approximately \$20,000 in revenue from the sale of annual permits. This revenue would be dedicated to the Parking Fund which is used to maintain the commuter lots in the Village. As with the other commuter parking lots in the downtown, the spaces would be available to the public at no charge after 11 am.

We are able to use the CMAQ grant for both land acquisition and construction. The Village's cost estimate for the construction of a parking lot on the property is approximately \$600,000. With a purchase price of \$445,000 for the site, the total cost for acquisition and construction would be \$1,045,000. Less the \$780,000 grant, the Village would need to cover the remaining \$270,000. The Parking Fund could accommodate this cost. The Village could also choose to finance this through future TIF revenues.

In order to move forward, the Village must approve a Commuter Facility Improvement Funding Agreement with Metra and a Real Estate Sales Contract with the property owner. The Funding Agreement with Metra has a term of 40 years. Therefore, the commuter spaces must exist on this property, or another site acceptable to Metra and the Federal Transportation Authority, for at least 40 years. The Sales Contract with Elgin State Bank is contingent upon the Village receiving the CMAQ grant funding. If the Village Board approves the Purchase Contract and Funding Agreement with Metra on Monday evening, the documentation will be forwarded to the Federal Transportation Authority (FTA) for review and approval shortly thereafter. The FTA's review could take up to six weeks. Once we receive their approval, the funding will be made available to

the Village (on a reimbursement basis), and we will be able to schedule a closing for the property and proceed with selecting an engineer to design the parking lot. Applicable Commission reviews would take place prior to the construction of the lot.

Action Requested

The Funding Agreement and Sales Contract are ready for Village Board consideration at this time. Therefore, it is requested that the Village Board approve the following motion:

I MOVE THAT the Village President, Clerk and other officials be authorized to execute an agreement to purchase 460-478 Duane Street for the sum of \$445,000.00, with funds for that purchase and some additional construction costs being transferred to the Village under a Commuter Facility Improvement Funding Agreement, the execution of which is also authorized, including the terms and conditions for the transfer of the Duane Street property to the CRD or Metra, and the operation of a parking lot by the Village pursuant to a Commuter Facility Improvement Funding Agreement, the execution of which is also authorized. Under the latter agreement, the Village will receive funds from Metra in an amount of \$780,000. The execution of these agreements is also made subject to the final approval of documents by the Village Attorney.

Attachments

- Commuter Facility Improvement Funding Agreement
- Real Estate Sales Contract

C: Stewart Diamond, Village Attorney
Phil Norton, Police Chief
Kevin Wachtel, Finance Director
Julius Hansen, Public Works Director
Bob Minix, Professional Engineer
Michele Stegall, Village Planner
Michelle Urbina, Accounts Manager
Geoff Dowling, Subject Property Broker

COMMUTER FACILITY IMPROVEMENT FUNDING AGREEMENT

PART I

Between

**THE COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION AUTHORITY**

and

THE VILLAGE OF GLEN ELLYN

CONTRACT NO. _____

PROJECT NO. 3189

THIS AGREEMENT is made by and between the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation (“**CRD**”), created under the Regional Transportation Authority Act, 70 ILCS 3615/1.01 et seq., and the Village of Glen Ellyn, a municipal corporation created under the laws of Illinois (“**Municipality**”).

PRELIMINARY STATEMENT

The Municipality desires to undertake a public transportation capital project (“**Project**”) and has made letter application to the CRD for funding for the Project.

The Project has been approved for funding by the CRD Board of Directors.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, this Agreement is made to provide financial assistance to the Municipality in the form of pass through funds pursuant to a Federal Transit Administration Grant (“**FTA Grant**”), to set forth the terms and conditions upon which the funds will be provided, and to set forth the agreement of the Parties as to the manner in which the Project will be undertaken, completed and used.

ITEM 1. DEFINITIONS

As used in this Commuter Facility Improvement Funding Agreement, the following terms, when capitalized, shall have the following meanings:

Agreement -- Parts I and II of this Commuter Facility Improvement Funding Agreement and all exhibits and appendices hereto as from time to time modified or amended pursuant to the terms hereof.

Approved Project Budget -- As defined in Section 8 of Part II.

Commuter Service -- Public Transportation Services by rail within the Metropolitan Region as defined in the Regional Transportation Authority Act.

CRD B The Commuter Rail Division of the Regional Transportation Authority as established by amendments to the Regional Transportation Authority Act, November 9, 1983.

Eligible Costs -- Expenditures made by Municipality in carrying out the Project which are reimbursable under the terms of Section 10 of Part II.

Indemnitees-- The Commuter Rail Division of the Regional Transportation Authority (Metra), the Regional Transportation Authority (RTA), Northeast Illinois Regional Commuter Railroad Corporation (NIRCRC), and any federal and/or state agency providing funds to this project, and all of their respective directors, administrators, officers, employees, agents, successors, and assigns.

Metropolitan Region -- As defined in the Illinois RTA Act.

Municipality -- An Illinois municipal corporation as named in Part I.

NIRCRC-- The Northeast Illinois Regional Commuter Rail Corporation (d/b/a "Metra")

Net Project Cost -- The sum of the Eligible Costs (as set forth in Section 10 of Part II) incurred in performance of the Work on the Project, including Work done by Municipality, less refunds, rebates, or other items of value received by Municipality which have the effect of reducing the cost actually incurred, and proceeds, if any, from the sale of scrap and replaced facilities.

Plans -- As defined in Section 3 of Part II.

Premises -- Property purchased by the Municipality, ownership of which shall be transferred to CRD upon which the Project Facilities shall be constructed and maintained.

Project Account -- As defined in Section 9 of Part II.

Project Facilities -- Any facilities, equipment, acquired, constructed, improved, renovated or refurbished as part of the Project. Project Facilities are also referred to as Improvements.

Project Funds -- An amount not to exceed the sum set forth in Item 3 of Part I.

RTA -- The Regional Transportation Authority.

Total Project Cost -- The total of all line items shown in Exhibit B of Part II.

Use Term -- As defined in Section 28 of Part II.

Work -- The work to be performed under this Project as described in Item 2, Part I hereof.

ITEM 2. THE PROJECT

The Municipality agrees to undertake and complete the Project and to provide for the use of Project Facilities and equipment as described in the Approved Project Budget and in accordance with this Agreement and all applicable laws. The Project, which is to be more particularly described in the plans, specifications and schedules set forth in Part II generally includes, but is not limited to:

Land acquisition and construction of a parking facility to be located generally at 460-478 Duane Street, Glen Ellyn, Illinois in accordance with **Exhibit B, "Approved Project Budget,"** attached to and made a part of this Agreement. The new Project Facilities will meet the requirements of the Americans with Disabilities Act.

ITEM 3. AMOUNT OF FUNDING

CRD agrees to make funding available to the Municipality in the form of pass through funds pursuant to an FTA Grant in an amount not to exceed Seven Hundred Eighty Thousand Dollars (\$780,000) as shown on Exhibit B.

In no event, shall CRD be liable for the payment of funds that have not been authorized by and received from the funding source. The total amount provided by the CRD under this Agreement shall not exceed the actual Net Project Cost. CRD is not liable for any amount in excess of the amount of funds available to pass through.

The Municipality agrees that it will provide, or cause to be provided, the cost of project elements which are not approved for CRD participation.

ITEM 4. DOCUMENTS FORMING THIS AGREEMENT

The Parties agree that this Agreement with all of its Parts and Exhibits constitutes the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth in the Agreement and that all prior arrangements and understandings in this connection are merged into and contained in this Agreement. This Agreement may only be amended in writing, signed by both parties. The Parties hereto further agree that this Agreement consists of Part I, entitled "Commuter Facility Improvement Funding Agreement", together with Part II, entitled "Commuter Facility Improvement Funding Agreement --General Terms and Conditions," Exhibit A, entitled "Operation and Maintenance Agreement for a Parking Facility In the Village of Glen Ellyn," Exhibit B, entitled "Approved Project Budget," Exhibit C, entitled "Project Sign," Exhibit D, entitled "Terms And Conditions For The Transfer of Real Property In Glen Ellyn, Illinois," all of which are by this reference specifically incorporated herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be made effective and executed as of the _____ day of _____, 20__, by their respective duly authorized officials.

THE REGIONAL TRANSPORTATION
THE COMMUTER RAIL DIVISION OF
AUTHORITY:

VILLAGE OF GLEN ELLYN:

By: _____
Alexander D. Clifford, Executive Director/CEO

By: _____

Its: _____

STATE OF ILLINOIS)
)
COUNTY OF _____)

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted and who, upon his/her oath acknowledged himself/herself to be the _____, of the Village of Glen Ellyn, an Illinois municipal corporation, and that they as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing and attesting the same. Witness my hand and official seal on the ___ day of _____, 20__.

Notary Public

CERTIFICATE OF MUNICIPALITY'S ATTORNEY

I, _____, acting as Attorney for the Municipality, do hereby certify that I have examined this Agreement and the proceedings taken by the Municipality relating thereto, and that the execution of the Agreement by the Municipality has been duly authorized by the Municipality's action dated _____ (certified copy of which is attached), and that the execution of this Agreement is in all respects due and proper and in accordance with applicable Federal, State, and local laws, funding conditions and regulations pertaining to this Agreement and further that, in my opinion, said Agreement constitutes a legal and binding obligation of the Municipality in accordance with the terms thereof. I further certify that to the best of my knowledge there is no legislation or litigation pending or threatened which might affect the performance of the Project in accordance with the terms of this Agreement.

Dated this _____ day of _____, 20__

Signature

Title

Village of Glen Ellyn, Municipality

COMMUTER FACILITY IMPROVEMENT FUNDING AGREEMENT

PART II

GENERAL TERMS AND CONDITIONS

Between

**THE COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION AUTHORITY**

and

THE VILLAGE OF GLEN ELLYN

CONTRACT NO. _____

PROJECT NO. 3189

1. **DEFINITIONS.** The terms capitalized in Part II Commuter Improvement Agreement General Terms and Conditions shall have the same definitions as found in Part I, Item 1.

2. **GENERAL REQUIREMENTS.** Municipality shall commence, carry on, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement.

3. **SUBMISSION OF PROCEEDINGS, CONTRACTS AND OTHER DOCUMENTS.** Municipality and CRD hereby agree that the documents governing the Work shall be the designs, surveys, plans, estimates, working drawings, schedules and specifications hereinafter called "Plans." Municipality shall submit all requests for proposals, bid documents, contracts and Plans necessary for the completion of the Work to CRD for approval. After CRD approval is received, no change shall be made in such documents without the prior written consent of CRD.

4. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** Municipality shall immediately notify CRD of any change in conditions or local law, or of any other event, which may significantly affect its ability to perform or complete the Project in accordance with the provisions of this Agreement.

5. **NO OBLIGATIONS TO THIRD PARTIES.** Neither CRD nor any state or federal funding agency shall be subject to any obligations or liabilities of contractors of the Municipality or their subcontractors or any other person not a party to this Agreement without CRD's specific consent. This limitation shall apply despite the fact that CRD concurred in or approved of the award of any contract, subcontract or the solicitation thereof. Unless expressly authorized in writing by CRD, the Municipality agrees to refrain from executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, funding anticipation note, alienation, or other obligation that in any way would affect CRD's interest in any Project Facilities or obligating itself in any manner to any third party with respect to the Project Facilities

6. **PURSUANT TO FEDERAL, STATE, AND LOCAL LAW.**

(a) In the performance of its obligations pursuant to this Agreement, the Municipality and its contractors shall comply with all applicable provisions of federal, state and local law, including the applicable grant provisions of any Master Grant Agreement signed between CRD and a state or federal funding agency. All limits and standards set forth in this Agreement that are to be observed in the performance of the Project are minimum requirements and shall not affect the application of more restrictive standards.

(b) The Municipality agrees that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent shall be evidenced by a letter signed by CRD, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may

apply to this Agreement. To achieve compliance with changing government requirements, the Municipality agrees to include in all third party contracts financed with government assistance specific notice that government requirements may change and the changed requirements will apply to the Project as required. Specifically, the Municipality and its contractors agree to administer the Project in accordance with the most recent federal and state provisions, including all applicable OMB or USDOT Circulars and regulations.

7. **PERMITS.** Municipality shall obtain all necessary permits, licenses, consents and other approvals for the performance of the Work.

8. **APPROVED PROJECT BUDGET.** A budget shall be prepared by CRD and submitted to Municipality. Municipality shall carry out the Project and shall incur obligations against and make disbursements of Project Funds only in conformity with the latest Approved Project Budget shown in Exhibit B ("**Project Budget**"). The Project Budget may be revised in writing from time to time in accordance with guidelines established by CRD.

9. **PROJECT ACCOUNTS.**

(a) Municipality shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for the Project ("**Project Account**").

(b) Municipality shall appropriately record in the Project Account and deposit in a bank or trust company, which is a member of the Federal Deposit Insurance Corporation, all payment installments received by it from CRD pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project. CRD payments and other funds are herein collectively referred to as "**Project Funds**".

10. **ELIGIBLE COSTS.**

(a) Expenditures incurred by Municipality shall be reimbursable under the Project as Eligible Costs to the extent they meet all of the requirements set forth below. They must:

1. Be made in conformance with the final Project Budget and all other provisions of this Agreement;
2. Be necessary in order to accomplish the Project;
3. Be reasonable in amount for the goods or services purchased;
4. Be actual net costs to Municipality (i.e., the price paid minus any refunds, rebates, or other items of value received by Municipality which have the effect of reducing the cost actually incurred). Local fees which would normally be applicable to the Work shall be waived by Municipality and shall not be considered Eligible Costs hereunder;

5. Be incurred (and be for work performed) after the date of this Agreement, unless specific written authorization from the CRD to the contrary is received;

6. Be satisfactorily documented; and

7. Be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the CRD for Municipality and those approved or prescribed by Municipality for its contractors.

(b) Expenditures incurred by the Municipality which exceed the amount budgeted for a specific project line item (i.e., project element, job order or item) may be reimbursable as Eligible Costs at the time of completion of the project line item to the extent that those expenditures meet all of the requirements below:

1. Written justification to CRD is provided to explain the reason for the over expenditure and why that over expenditure was not anticipated prior to exceeding the budget for the project line item;

2. The budget for the project line item covers the full scope of the project line item, i.e., the budget of the project line item is intended to be adequate for the completion of the project line item (including, but not limited to, all engineering, material procurement, construction);

3. There are sufficient unspent funds in the Project Budget which may be reallocated to the budget of the project line item;

4. The funds remaining in the Project Budget after reallocation of the funds to the budget of the project line item are sufficient to provide for the uncompleted portions of all project line items;

5. The Total Project Cost for the CRD funding shall not be exceeded.

6. The expenditures conform to the applicable state and/or federal grant requirements.

(c) In the event that it may be impractical to determine exact costs of indirect or service functions, Eligible Costs will include such allowances for these costs as may be approved in writing by the CRD.

11. REQUESTS FOR PAYMENT BY MUNICIPALITY. Unless CRD provides for another payment method, Municipality may make monthly requests for payment of preliminary Eligible Costs, and the CRD will honor such requests in the manner set forth in this Section. In order to receive CRD payments, Municipality must:

- (a) Completely execute and submit to CRD a monthly requisition approved by CRD;
- (b) Submit to CRD an explanation of the purposes and copies of invoices for which costs have been incurred to date;
- (c) Have submitted all financial and progress reports currently required by CRD; and
- (d) Have received approval by CRD for all budget revisions required to cover all costs to be incurred by the end of the requisition period.

12. **PAYMENT BY THE CRD.** Upon receipt of the completed requisition form and the accompanying information in satisfactory form, the CRD shall process the requisition and the CRD shall then reimburse preliminary Eligible Costs incurred by Municipality within 60 days of the date upon which such payment requisition form was timely received by it, if Municipality is in compliance with its obligations pursuant to the Agreement. If all obligations have been met, CRD shall reimburse apparent allowable costs incurred by Municipality up to the maximum amount of the CRD funding payable. Municipality shall submit invoices for actual costs incurred within each month within 45 days after submission of each month's preliminary Eligible Costs, and succeeding payments by CRD shall be adjusted to actual costs. Reimbursement of any cost pursuant to this Section shall not constitute a final determination by the CRD of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this Agreement committed by Municipality. The CRD will make a final determination as to the allowability only after a final audit of the Project has been conducted.

13. **DOCUMENTATION OF PROJECT COSTS.** All costs charged to the Project, including any approved services contributed by Municipality or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and property of the charges.

14. **AUDIT AND INSPECTION.** Municipality shall permit, and shall require its contractors to permit, CRD, RTA, or any other state or federal agency providing funds, or their designated agents, authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of Municipality and its contractors with regard to the Project. CRD also may require the Municipality to furnish, at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles at Municipality's expense. Municipality agrees to promptly comply with recommendations contained in CRD's final audit report.

15. **DISALLOWED COSTS.** In determining the amount of the CRD funding, CRD will exclude all Project costs incurred by Municipality prior to the date of this Agreement, or another date specifically authorized by CRD; costs incurred by Municipality which are not provided for in the Project Budget except as otherwise provided under Section 10(b); and costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the CRD.

16. **RIGHT OF CRD TO TERMINATE.** Upon written notice to Municipality, CRD reserves the right to suspend or terminate all or part of the financial assistance herein provided for convenience of either party or if Municipality is, or has been, in violation of the terms of this Agreement. Any failure to make progress which significantly endangers substantial performance of the Project within a reasonable time shall be deemed to be a violation of the terms of this Agreement. Termination of any part of the Agreement will not invalidate obligations properly incurred by Municipality and concurred in by CRD prior to the date of termination, to the extent they are noncancellable. The acceptance of a remittance by CRD of any or all Project Funds previously received by Municipality or the closing out of CRD financial participation in the Project shall not constitute a waiver of any claim which CRD may otherwise have arising out of this Agreement. In the event of termination of this Agreement during the construction phase for reasons other than violation of the terms hereof by Municipality, CRD shall determine the most appropriate course of action to be taken with respect to the Project.

17. **PROJECT SETTLEMENT AND CLOSE-OUT.** Upon receipt of notice of successful completion of the Project or upon termination by CRD, Municipality shall cause a final audit to be performed of the Project to determine the allowability of costs incurred and make settlement of the CRD funding. If CRD has made payments to Municipality in excess of the Total Project Cost of such CRD funding or if CRD has advanced funds pursuant to requisitions under Section 12 which exceed the Net Project Cost, Municipality shall promptly remit such excess funds to CRD. Project close-out occurs when CRD notifies Municipality and forwards the final payment or when an appropriate refund of CRD funds has been received from Municipality and acknowledged by CRD. Funds which have not been dispersed to the Municipality will automatically revert to CRD upon completion of the Project.

Close-out shall be subject to any continuing obligations imposed on Municipality by this agreement or contained in the final notification or acknowledgment from CRD.

18. **CONTRACTS AND PROJECT MANAGEMENT.** Municipality shall execute all contracts and perform all project management activities in accordance with the terms of this Agreement and Municipality's funding application.

19. **COMPETITIVE BIDDING.** Municipality agrees to give full opportunity for free, open, and competitive bidding in accordance with federal and state statutes, as applicable, and the Municipality's established rules, regulations and ordinances for each contract to be let by Municipality that requires constructing or furnishing of any materials, supplies, or equipment to be paid for with Project Funds and Municipality shall give such publicity in its advertisements or calls for bids for each contract as will provide adequate competition. The award for each such contract shall be made by Municipality as soon as practicable to the lowest responsive and qualified bidder or as otherwise specifically approved by CRD. Contracts for the purchase of land, real estate, transit property, or other real or personal property not normally acquired through competitive bidding are specifically excluded from the requirements of this Section, except that contracts for professional and consulting services shall be awarded only after competitive solicitation of proposals.

20. SETTLEMENT OF THIRD PARTY CONTRACT DISPUTES OR BREACHES.

CRD has a vested interest in the settlement of disputes, defaults, or breaches involving any CRD-assisted third party contracts. CRD retains a right to a proportionate share, based on the percentage of the CRD share committed to the Project, of any proceeds derived from any third party recovery. Therefore, Municipality shall avail itself of all legal rights available under any third party contract. Municipality shall notify CRD of any current or prospective litigation pertaining to any compromise or settlement of the Municipality's claim(s) involving any third party contract, before making CRD assistance available to support that settlement. If the third party contract contains a liquidated damages provision, any liquidated damages recovered shall be credited to the project account involved unless CRD permits otherwise.

21. ASSIGNMENT OF CONTRACT - SUBCONTRACTORS. The Municipality agrees that no contract for construction work or professional or consulting services of any kind in connection with the Project shall be assigned, transferred, conveyed, sublet, or otherwise disposed of without the prior written consent of CRD.

22. CONSTRUCTION PROJECTS - SIGNS. When a Project involves construction work, the Municipality shall cause to be erected and maintained at the construction site, signs satisfactory to CRD during construction and in accordance with the specifications set forth on Exhibit C, attached to and made a part of this Agreement, identifying the Project and indicating that CRD is participating in the development of the Project.

23. LABOR LAW COMPLIANCE. Municipality agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. Municipality also agrees to require any contractor doing construction work or performing professional or consulting service in connection with the Project to agree to adhere to the requirements of this Section. Municipality agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and Municipality further agrees to make all required withholdings and deposits therefor. In addition, Municipality agrees to require all contractors and subcontractors for this project to pay their employees all their rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefor. Such requirements shall be included by the Municipality in all its contracts and agreements with contractors and subcontractors for this Project. CRD reserves the right to withhold final payment for this Project in the event that it is notified that the Municipality or any contractor and subcontractor has refused to pay any employee his/her salary, medical benefits, pension or social security benefits or to make the required withholdings and deposits therefor, until such time as the CRD is satisfied that the Municipality, its contractors and subcontractors have made all such payments, withholdings, or deposits. Upon request, Municipality shall provide CRD, and cause any or all of its contractors and subcontractors to provide CRD, access to all books and records pertaining to payments, withholdings, or deposits of the Municipality or the

Municipality's contractors or subcontractors relating to employees' salaries, medical benefits, and pension or social security benefits. Any such inspection by the CRD shall occur on regular business days and during normal working hours.

24. **PREMISES.** The Municipality agrees to purchase the Premises, upon which the Improvements are being installed, and transfer to ownership of said Premises to the CRD.

25. **EQUAL EMPLOYMENT OPPORTUNITY.** Municipality shall comply with 775 ILCS 5/2-101 et seq.

26. **ACCEPTANCE OF PROJECT FACILITIES.** Upon completion of the Work, Municipality and CRD shall conduct a joint inspection of the Project Facilities.

27. **MAINTENANCE, USE AND OPERATION OF PROJECT FACILITIES.** The Municipality shall maintain the Project Facilities, or cause them to be maintained, in a safe and operable condition throughout the term of this Agreement. The specific maintenance, use, and operation requirements for the Project Facilities shall be in accordance with the provisions of Exhibit A, attached hereto and made a part of this Agreement.

28. **CONTINUANCE OF SERVICES.** Municipality agrees that the Premises shall be used to enhance the commuter railway station facility. Municipality agrees to continue to provide, either directly or by contract, as the case may be, the administrative and maintenance services described in Exhibit A for 40 years from the execution of this Agreement (“**Use Term**”).

29. **RETENTION OF RECORDS AND INSPECTION.** Municipality shall keep satisfactory records with regard to the use of the Project Facilities for three years after project close-out, or longer if required by state or federal agencies providing funds. Specifically, if state funds are used, Municipality shall fully comply with the Five Year Record Retention requirements and the burdens of proof specified in the Grant Agreement executed between CRD and the Illinois Department of Transportation. Such requirements are specifically incorporated herein by reference if required. Municipality shall submit to CRD upon request such information as is required in order to assure compliance with the terms of this Agreement and shall immediately notify CRD in all cases where Project Facilities are used in a manner substantially different from that intended by this Agreement. CRD and Municipality shall conduct a yearly joint inspection of the Project Facilities to assure compliance with the terms of this Agreement.

30. **INDEMNIFICATION AND WAIVER.** To the extent permitted by law, Municipality agrees to protect, indemnify, defend and forever save and keep harmless the Indemnitees as defined in Part I, Item 1.

31. **OWNERSHIP.** CRD shall own the real estate purchased with CRD provided funding (“**Property**”) pursuant to the “Terms and Conditions for the Transfer of Real Property in Glen Ellyn, Illinois,” attached to and made part of this Agreement as **Exhibit D**. Metra shall also own the Improvements constructed on the Premises with CRD funds (**AI**Improvements@).

32. **RELOCATION OF PARKING FACILITY.** In the event Municipality desires to use the Property for an alternate purpose and take the Improvements out of commuter service, or if, for any reason, Municipality should voluntarily take the Improvements out of commuter service, CRD shall allow the Municipality, at Municipality's sole cost and expense, to relocate the parking facility on a space for space basis in the vicinity of the Commuter Facility ("**Relocated Spaces**"). The Relocated Spaces shall be at a location mutually agreed to by the Parties, requiring concurrence by the funding agency. For purposes of this Agreement, said Relocated Spaces shall become the Improvements and shall be governed in all ways by the terms and conditions of this Agreement.

33. **LIENS.** Municipality shall not cause any of the Project Facilities to become subject to liens or encumbrances of any kind. If any such lien shall be filed on property of CRD by Municipality or any contractor, subcontractor or supplier of Municipality, the Municipality shall promptly take such steps as may be required to have the lien released and shall provide evidence thereof to CRD. CRD agrees to notify the Municipality of any lien of which CRD may become aware.

34. **NON-COLLUSION.** Municipality warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval of its application for any grant pursuant to this Agreement. No CRD officer or employee, or member of any unit of local government which contributes to the Project Funds shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

35. **MUNICIPALITY'S WARRANTIES.** Municipality agrees to initiate and consummate all actions necessary to enable it to enter into this Agreement, as evidenced by its "Certificate of Municipality's Attorney" attached to and made a part of Part I of this Agreement.

36. **SEVERABILITY.** CRD and Municipality agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.

37. **ASSIGNMENT OF AGREEMENT.** Municipality agrees that this Agreement shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of CRD.

38. **AMENDMENT.** CRD and Municipality agree that no change or modification to this Agreement or any Exhibits or Attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred in consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement and the Project Budget has been amended to conform thereto.

39. **TITLES.** Municipality and CRD agree that the titles of the items of this Agreement, hereinabove set forth, are inserted for convenience of identification only and shall not be considered for any other purpose.

40. **AGREEMENT PERIOD.** The terms of this Agreement shall begin as of the date hereof and shall end upon the completion of all obligations hereunder.

41. **GOVERNING LAW.** This Agreement shall be construed in accordance with the internal laws of the State of Illinois.

42. **NOTICES.** All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid, hand delivered or sent by facsimile transmission, with proof of successful transmission sent by regular mail by CRD or Municipality at the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing.

(a) Notices to CRD shall be sent to:

Commuter Rail Division
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: Director, Real Estate and Contract Management
Phone: (312) 322-6696
Fax: (312) 322-6698

(b) Notices to Municipality shall be sent to:

Village of Glen Ellyn
535 Duane St
Glen Ellyn, Illinois 60137
Attn: Village President
Phone: (630) 469-5000
Fax: (630) 469-8849

Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, on the day of delivery if hand delivered or on the first business day after successful transmission if sent by facsimile transmission.

43. **COUNTERPARTS.** This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

44. **EXPENDITURE OF FUNDS.** Municipality agrees that the Funds for this Project must be expended upon approved Project elements within twenty-four (24) months of execution of this Agreement. Unless otherwise specified in writing by CRD, all unexpended Grant Funds will automatically revert to CRD upon the expiration of this twenty-four (24) month time period.

Exhibit "A"
**OPERATION AND MAINTENANCE OF COMMUTER
PARKING FACILITY IN THE VILLAGE OF GLEN ELLYN**

THIS AGREEMENT is entered into as of this _____ day of _____, 20____, by and between the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation ("**Metra**") and The Village of Glen Ellyn, an Illinois municipal corporation ("**Municipality**"). Metra and Municipality are hereinafter sometimes individually referred to as a "**Party**" and jointly referred to as the "**Parties.**"

RECITALS

A. Metra will own the commuter parking facility funded through Metra with state, federal or Metra funds located _____ ("**Parking Facility**") on the property to be owned by Metra identified by permanent index number(s) _____ as delineated on **Exhibit A-1** attached to and made a part of this Agreement ("**Premises**").

B. Metra desires to grant to Municipality the right to manage, operate, and maintain the Parking Facility on the Premises.

C. The Parties have determined that the management, operation, and maintenance of the Parking Facility on the Premises is in the best interest of the public and serves a valid public purpose.

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are hereby incorporated into and made a part of this Agreement and the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted by the Parties, Metra does hereby grant to Municipality the right to manage, operate and maintain the Parking Facility subject to and in accordance with the following terms covenants and conditions:

1. **FEE AND TERM.** Municipality covenants and agrees to pay Metra the sum of Ten Dollars (\$10.00) as an annual use fee for the Parking Facility. Municipality's obligations and right to use the Parking Facility under the terms and provisions of this Agreement shall commence on _____ and shall continue in force and effect for a period of forty (40) years from said date ("**Use Term**") unless otherwise terminated as provided under the terms and conditions of this Agreement.

2. **PURPOSE OF USE.**

(a) The Parties agree that the purpose of this Agreement is to ensure that the Premises is protected, maintained and operated as a Parking Facility for public parking.

Municipality desires to control access to said Premises and operate and maintain the Parking Facility pursuant to the terms and conditions of this Agreement.

(b) Parking lot fees set and collected by Municipality shall be standardized for all patrons of the Parking Facility and Municipality shall under no circumstances discriminate against non-residents of the Municipality in setting parking fees. The Parking Facility shall be operated as a daily fee parking lot with spaces available on a first come, first served basis. Municipality may also allow the use of "convenience permits," as long as said convenience permits do not guaranty a space in the Parking Facility, thus discriminating between permit holders and the general public. Metra reserves the right, at any time, to review and approve the amount of the parking fees charged by Municipality, which approval shall not be unreasonably withheld provided, however, that the amount charged is consistent with regional standards for Metra parking lots.

(c) As long as adequate indemnification and insurance are provided to Metra and Metra has given Municipality prior written approval, the Municipality shall be permitted to use or allow others to use, the Parking Facility, or any lesser portion thereof, on Saturdays and Sundays for municipal or civic events sponsored by or approved by the Municipality. Prior written approval from Metra shall not be unreasonably withheld.

3. **USE BY METRA AND PUBLIC.** Metra further reserves unto itself, its successors and assigns, permittees and licensees the right to use said Premises in the general conduct of its railroad business including endeavors for the convenience of its commuters and the public. Municipality shall not interfere with or infringe upon Metra's or the public's lawful use of the said Premises so reserved. Municipality further agrees that Municipality and Municipality's employees and invitees in and about said Parking Facility shall be subject to the general rules and regulations of Metra relating to said commuter parking facilities and to Metra's railroad operations. Metra reserves the nonexclusive right to regulate and control the people who enter said Premises and their conduct and reserves the right to enter upon said Premises at any time and to eject therefrom any disorderly person or persons.

4. **MAINTENANCE, ACCESS, AND RELOCATION.**

(a) Municipality, at its own cost and expense, shall manage the Parking Facility and shall be responsible for the performance of "**Routine Maintenance**" throughout the Use Term. Routine Maintenance shall include but shall not be limited to snow removal, insurance, lighting upkeep, sealing and patching pavement, patrolling the Premises and payment of utility expenses associated with the operation of the Parking Facility. Municipality shall also be responsible for capital improvements to the Parking Facility including but not limited to major rehabilitation, excavation, demolition of structures, new construction, light standard placement or replacement necessitated by damage to a structure.

(b) In the event Municipality fails to manage, operate or maintain the Premises and the Parking Facility in accordance with the terms and provisions of this Agreement, Metra may

provide, or cause to be provided, such management, operation and maintenance services and Municipality shall reimburse Metra for the cost of said management, operation and maintenance services within thirty (30) days of Municipality's receipt of a written demand for payment from Metra.

(c) Municipality, at its own cost and expense, shall be responsible for the “**Standard Maintenance**” of all landscaping on and along the Premises. For purposes of this Agreement, Standard Maintenance shall include without limitation watering, weeding, mowing, trimming, and mulching as dictated by the specific plantings on the Premises and Parking Facility.

(d) Metra reserves the right to relocate the Parking Facility or any portion thereof, at its own cost and expense, in the vicinity of the Premises with no liability for damages to Municipality's interest in the Parking Facility resulting from such relocation; provided, however, that Metra shall give Municipality sixty (60) days prior written notice of its intention to relocate the existing Parking Facility or portion thereof.

5. **RAIL SERVICE.** Metra makes no warranties or representations, expressed or implied, as to continued rail service to the Premises.

6. **PARKING REVENUES.**

(a) All parking fees or other revenue derived from Municipality's use of the Premises and the Parking Facility (“**Revenues**”) shall first be utilized for Routine Maintenance, Standard Maintenance and administrative expenses incurred from the operation of the Parking Facility. The remainder shall be deposited in a capital improvement account, designated specifically for the Parking Facility or Metra improved facilities to be used for future renovation or rehabilitation of the Parking Facility. Municipality agrees not to use the revenues from the Parking Facility or from Metra improved facilities for capital improvements to non-Metra facilities. Upon termination of this Agreement, Municipality shall deliver all remaining revenues, including, without limitation, those on deposit in such capital improvement account, to Metra.

(b) Municipality shall establish and maintain adequate accounting records of all Revenues collected and expenses incurred based on generally accepted accounting principles consistent with the manner Municipality maintains records of its other accounts in order to ensure compliance with this Agreement. Municipality shall permit and shall require its contractors to permit Metra, the Regional Transportation Authority (“**RTA**”), the Northeast Illinois Regional Commuter Railroad Corporation (“**NIRCRC**”) or any other agency authorized to perform such audit and inspection, to inspect all work, material and other data and records with regard to the Revenue collected and to audit the books and accounts of Municipality and its contractors with respect to said Revenues. Municipality shall submit to Metra an annual audit of its records relating to the Revenue collected and shall make its records available to Metra at mutually convenient times. Furthermore, Municipality shall immediately notify Metra if the Parking Facility is to be used in a manner substantially different from that intended by this Agreement. At the option of Metra, Metra and

Municipality shall conduct a yearly joint inspection of the Premises and the Parking Facility to assure compliance with the terms of this Agreement.

7. **LICENSE TO OPERATE.** Municipality shall pay for the cost of any licenses, permits, or fees required by federal, state or local rule, regulation, ordinance or law necessary to manage, operate and maintain the Parking Facility.

8. **SIGNS.**

(a) Municipality shall not post or place any signs on the Premises without having first received Metra's approval of the content, design and location of the sign.

(b) The Municipality shall permit Metra, by or through its advertising agent, to place banners from light poles located on Metra's commuter parking lots for the advertising of local and regional businesses.

(c) The Municipality shall not cause any tax or fee to be assessed against the signs or be required of Metra or Metra's contractor(s) for the installation and maintenance of the signage described in this Section.

9. **COMPLIANCE (LEGAL AND INSURANCE).**

(a) Municipality shall not use or permit upon the Premises anything that will invalidate any policies of insurance held by Metra or Municipality now or hereinafter carried on or covering the Premises, the Parking Facility or any improvements thereon. Municipality shall manage, operate, maintain, and use the Premises and the Parking Facility in compliance with the requirements of all local, state, and federal ordinances, laws, rules, and regulations in effect during the Use Term.

(b) Throughout the Use Term, Municipality agrees to furnish insurance in form and in such amounts as required by Metra's Risk Management Department (312-322-6991) and shall deliver to Metra's Risk Management Department certificates of insurance or such other documentation acceptable to Metra's Risk Management Department evidencing the acquisition of the required insurance. Such policies of insurance or self-insurance shall include commercial general liability, automobile, workers compensation, and when required, railroad protective liability insurance coverage as stated on **Exhibit B-2** attached to and made a part of this Agreement ("**Insurance Requirements**"). To the extent permitted by law, said insurance shall show *The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra, as now exists or may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation*, as additional insureds and shall be endorsed to assume the contractual obligations of Municipality as set forth in this Agreement. A duplicate copy of such insurance policy

or a certificate of insurance and signed copy of a report showing established insurable value shall be furnished to Metra and must show on the insurance policy or the certificate of insurance that Metra will be properly notified in writing at least thirty (30) days prior to any modification or cancellation of such policy.

(c) Municipality and its agents shall not permit the existence of any nuisance on the Premises or during the operation of the Parking Facility; shall not create dangerous or hazardous conditions on the Premises, nor allow dangerous, explosive, flammable, or combustible materials on the Premises which would increase or tend to increase the risk of fire; and further, the Municipality or its agent shall keep, observe and comply with all federal, state and local rules, regulations, ordinances, and laws having jurisdiction over the Premises or the Parking Facility. If, as a result of the Municipality's occupancy of the Premises hereunder, any such rule, regulation, ordinance or law is violated, the Municipality shall protect, hold harmless, defend and indemnify Metra, RTA and NIRCRC from and against any and all losses, penalties, fines, costs, damages or expenses, including court costs and attorneys' fees, caused by, resulting from, or connected with such violation or violations.

(d) Municipality and its agents agree to use their reasonable best efforts to prevent the occurrence of contamination, hazardous materials or any related environmental damage or condition on the Premises during the Use Term. Should any contamination or other environmental condition occur or result from Municipality's use or occupancy of the Premises, Municipality will be responsible for all costs associated with its mitigation, cleanup and any related liability. Municipality specifically agrees to indemnify, defend and hold harmless Metra, RTA and NIRCRC from all such loss, damages, costs or liabilities, including court costs and attorneys' fees, arising from Municipality's use or occupancy of the Premises.

(e) Municipality's failure to obtain or to cause its contractors to obtain proper insurance coverage or to insure Metra, the RTA or the NIRCRC as additional insureds shall not, at any time, operate as a waiver to Metra's right to indemnification and defense against any claims, damages or injuries covered under the terms and provisions of this Agreement.

(f) During the Use Term, Metra may make commercially reasonable increases in the amount of insurance required by Municipality or its contractor(s) and/or sub-contractor(s) under the terms and provisions of this Agreement.

10. WAIVER AND INDEMNIFICATION.

(a) To the fullest extent permitted by law, the Municipality hereby assumes and agrees to release, acquit and waive any rights which Municipality may have against and forever discharge Metra, the RTA and the NIRCRC, their respective directors, administrators, officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries,

including death at any time resulting therefrom, and on account of damage to or destruction of property arising out of or in any way relating to or occurring in connection with the activities permitted under the terms and provisions of this Agreement or which may occur to or be incurred by the Municipality, its employees, officers, agents and all other persons acting on the Municipality's behalf while on the Premises or arising from the condition of the Premises during the term of this Agreement, except to the extent such injuries or damages are caused by the negligence or willful misconduct of Metra, the RTA, or the NIRCRC. Notwithstanding anything in this Agreement to the contrary, the releases and waivers contained in this paragraph shall survive termination of this Agreement.

(b) To the fullest extent permitted by law, the Municipality agrees to indemnify, defend and hold harmless Metra, the RTA and the NIRCRC, their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including, without limitation, court costs and attorneys' fees) for claims, demands, actions, suits, proceedings, judgments, settlements arising out of or in any way relating to or occurring in connection with: (i) the activities permitted under the terms and provisions of this Agreement; (ii) the condition of the Premises; (iii) the failure to investigate claims; or (iv) which may occur to or be incurred, by the Municipality, its employees, officers, agents, and all other persons acting on its behalf while on the Premises, or, except to the extent such injuries, liabilities, losses, damages, costs, payments or expenses are caused by the negligence or willful misconduct of Metra, the RTA or the NIRCRC. Metra agrees to notify the Municipality in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. The Municipality further agrees to defend Metra, the RTA, the NIRCRC, their respective directors, administrators, officers, agents and employees against any claims, suits, actions or proceedings filed against any of them with respect to the subject matter of this indemnity provision provided, however, that Metra, the RTA and the NIRCRC, may elect to participate in the defense thereof at their own expense or may, at their own expense, employ attorneys of their own selection to appear and defend the same on behalf of Metra, the RTA, the NIRCRC, and their respective directors, administrators, officers, agents or employees. The Municipality shall not enter into any compromise or settlement of any such claims, suits, actions or proceedings without the consent of Metra, the RTA and the NIRCRC, which consent shall not be unreasonably withheld.

(c) Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Agreement and the indemnification and hold harmless provisions set forth in this Agreement shall not be construed as an indemnification or hold harmless against and from the negligence or willful misconduct of Metra, the RTA or the NIRCRC with respect to any construction work performed by the Municipality or those performing on behalf of or with the authority of the Municipality in violation of the Illinois Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq.

11. CONTRACTOR INDEMNIFICATION AND INSURANCE.

(a) In all contracts executed by Municipality for maintenance of the Premises and the Parking Facility (including snow removal) or for the construction, rehabilitation, improvement, repair or maintenance of structures, facilities or improvements located on the Premises, or to be located on such Premises, Municipality will require appropriate clauses to be inserted requiring contractors to indemnify, hold harmless and defend Metra, RTA and NIRCRC, their directors, employees, agents, licensees, successors and assigns from and against any and all risks, liabilities, claims, demands, losses, and judgments, including court costs and attorneys' fees, arising from, growing out of, or related in any way to work performed by such contractor(s), or their officers, employees, agents or subcontractors, and their agents or employees or the failure to perform such work.

(b) Municipality will further cause appropriate clauses to be inserted in all such contracts requiring contractors to procure and maintain comprehensive policies of insurance, insuring contractor, Metra, RTA and NIRCRC, their directors, employees, agents, successors and assigns from and against any and all risks, liabilities, claims, demands, losses and judgments, including court costs and attorneys' fees, arising from, growing out of or in any way related to the work performed or to be performed by such contractor(s), whether or not any such liability, claim, demand, loss or judgment is due to or arises from the acts, omissions or negligence of such contractor(s), or their officers, employees, agents or subcontractors and their agents or employees.

12. IMPROVEMENTS. Municipality shall not make any improvements to the Premises without having first obtained the prior written consent of Metra. Municipality shall submit to Metra all plans and specifications for improvements on or to any portion of the Premises and the Parking Facility (improvements shall not include such items of Routine Maintenance and Standard Maintenance as described in section 4 of this Agreement). Metra reserves the right to have its employees, agents or independent contractors perform such work set forth in the plans and specifications it approves and Municipality agrees to pay the cost of all such improvements performed by or on behalf of Metra, whether by Metra's employees, agents or independent contractors.

13. LIENS. Municipality agrees not to suffer or permit any lien of mechanics or materialmen to be placed against any portion of the Premises or Parking Facility, and in case of any such lien attaching to the Premises or Station Facility, Municipality shall, at its own cost and expense, cause the same to be discharged of record within thirty (30) days or provide a bond or security acceptable to Metra sufficient to discharge such lien and any interest accrued thereon. It is further agreed by the Parties hereto that Municipality has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Municipality, operation of law, or otherwise, to attach to or to be placed upon Metra's title or interest in the Parking Facility, and any and all liens and encumbrances created or suffered by Municipality or its tenants shall attach to Municipality's interest only.

14. **TAXES.** Municipality shall be responsible for payment of all real estate taxes and special assessments, if any, assessed against the Premises, including but not limited to real estate taxes assessed as a result of Municipality's assignment or license of all or any portion of the Premises to a third party. Municipality shall protect, indemnify, defend and forever save and keep harmless Metra, RTA, NIRCRC, and their directors, employees and agents licensees, successors and assigns against and from, and to assume all liability and expense, including court costs and attorneys' fees, for failure to pay real estate taxes or special assessments assessed against the Premises on or before the date payments of such taxes are due. Metra represents that the Premises is currently exempt from real estate taxes and Metra shall use its reasonable best efforts not to take any actions during the Use Term that would result in the loss of the tax exempt status of the Premises; provided, however, that nothing in this Agreement shall be construed to prohibit the lease or license of the Premises, or any portion thereof, to a third party as long as such third party is responsible for the payment of all real estate taxes assessed against the leased or licensed premises.

15. **CAUSE FOR BREACH.** If Municipality defaults in any of Municipality's undertakings or obligations of this Agreement and Municipality receives written notice of such default from Metra, then such event or action shall be deemed to constitute a breach of this Agreement and if such default remains uncured for thirty (30) days after notice in writing, this Agreement and Municipality's use of the Premises shall automatically cease and terminate unless such cure period is extended in writing by Metra.

16. **WAIVER OF REMEDIES.** No waiver of any default of Municipality shall be implied from omission by Metra to take any action on account of such default. No express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. No receipt of money by Metra from Municipality (a) after any default by Municipality, (b) after the termination of Municipality's use, (c) after the service of any notice or demand, (d) after the commencement of any suit, or (e) after final judgment for possession of the Premises, shall waive such default or reinstate, continue or extend the Use Term or affect in any way such notice or suit, as the case may be.

17. **SURRENDER OF PREMISES.** Upon the termination of this Agreement or Municipality's use of the Premises by any manner, means, or contingency whatsoever, Municipality shall, if required by Metra, remove all of Municipality's improvements and/or property from the Premises, fill all excavations that have been made by Municipality and deliver possession of the Premises to Metra in as good a condition than that which existed immediately prior to the commencement of the Use Term, ordinary wear and tear excepted. Should the Municipality fail to perform such removal or restoration, then Metra, at its election, may either remove the Municipality's improvements and property and restore the Premises to its former state at the sole expense of Municipality or may retain the Municipality's improvements and property as Metra's sole property. Should Municipality retain possession or use of the Premises or any part thereof after the termination of Municipality's use by Metra or as otherwise provided for in this Agreement, any such holding over shall not constitute an extension of Municipality's use and Municipality shall pay Metra all damages, incidental or consequential as well as direct, sustained by Metra, RTA and NIRCRC and their

respective directors, employees, agents and licensees by reason of such retention of possession or use. The provisions of this Section 17 do not exclude the Metra's rights of reentry or any other rights to recover use and possession of the Premises afforded Metra by law.

18. **REENTRY.** If Municipality shall breach or default in any of the terms of this Agreement and if such breach or default is not cured as provided in Section 15 above, or if Municipality's use of the Premises shall expire or terminate in any manner, it shall be lawful for Metra then or at any time thereafter to reenter the Premises and take possession thereof, with or without process of law, and to use any reasonable or necessary force for regaining possession of the Parking Facility; provided, however, that Municipality shall have the right to remove certain of Municipality's property as hereinabove provided and to use its property in any manner that does not reasonably interfere with Metra=s property rights. No termination of Municipality's use shall release the Municipality from any liability or obligation that accrued prior to said termination.

19. **CUMULATIVE RIGHTS.** All rights and remedies of Metra shall be cumulative, and none shall exclude any other rights and remedies allowed by law.

20. **SALE OR ASSIGNMENT.** Any assignment or transfer of this Agreement or the Premises by Municipality without the written consent of Metra its successors and assigns shall be void. Unless specifically released in writing by Metra, Municipality shall remain primarily liable to Metra regardless of Metra=s consent to an assignment or sublicense by Municipality. No act of Metra, including acceptance of money by Metra from any other party, shall constitute a waiver of this provision.

21. **NOTICES.** All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid, hand delivered or sent by facsimile transmission, with proof of successful transmission sent by regular mail by Metra or Municipality at the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing.

(a) Notices to CRD shall be sent to:

Commuter Rail Division
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: Director, Real Estate and Contract Management
Phone: (312) 322-6696
Fax: (312) 322-6698

(b) Notices to Municipality shall be sent to:

Village of Glen Ellyn
535 Duane St
Glen Ellyn, Illinois 60137
Attn: Village President
Phone: (630) 469-5000
Fax: (630) 469-8849

Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, on the day of delivery if hand delivered or on the first business day after successful transmission if sent by facsimile transmission.

22. **USE RESTRICTIONS.** Municipality agrees that none of the Premises and the Parking Facility will be used, nor will Municipality permit them to be used, for parking within twenty (20) feet of the centerline of any trackage. Any portion of the Premises within twenty (20) feet from the nearest rail of any trackage shall be used only for the construction, maintenance, repair and renewal of platforms and other railroad improvements located within the railroad right of way (subject to legal clearance requirements and Metra's clearance requirements) and for no other purpose whatsoever. Any construction, rehabilitation or repair work performed by or on behalf of the Municipality occurring within twenty (20) feet of the outer rail of any track will require flagging protection provided by Metra at Municipality's sole cost and expense. Municipality and/or its contractors shall also purchase and keep in full force and effect railroad protection liability insurance during the performance of any such work.

23. **MISCELLANEOUS PROVISIONS.**

(a) This Agreement shall be binding upon and shall inure to the benefit of the Parties, and their respective successors or assigns.

(b) The captions of the Sections of this Agreement are for convenience and are not to be interpreted as part of this Agreement.

(c) Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

(d) In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day.

(e) This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

24. **SEVERABILITY.** Metra and Municipality agree that if any provision of this

Agreement is held to be invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the terms, purposes and requirements of applicable law and does not represent a material change to the rights or obligations of the Parties.

25. **ENTIRE AGREEMENT.** All of the representations and obligations of Metra are contained herein. Metra and Municipality agree that no change or modification to this Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred as a consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

THE COMMUTER RAIL DIVISION OF
THE REGIONAL TRANSPORTATION
AUTHORITY:

VILLAGE OF GLEN ELLYN:

By: _____
Alexander D. Clifford
Executive Director/CEO

By: _____
Its: _____

Exhibit A-1
“Premises”

Exhibit A-2
Insurance Requirements

EXHIBIT B
APPROVED PROJECT BUDGET

AGREEMENT BETWEEN METRA
AND
CITY OF GLEN ELLYN

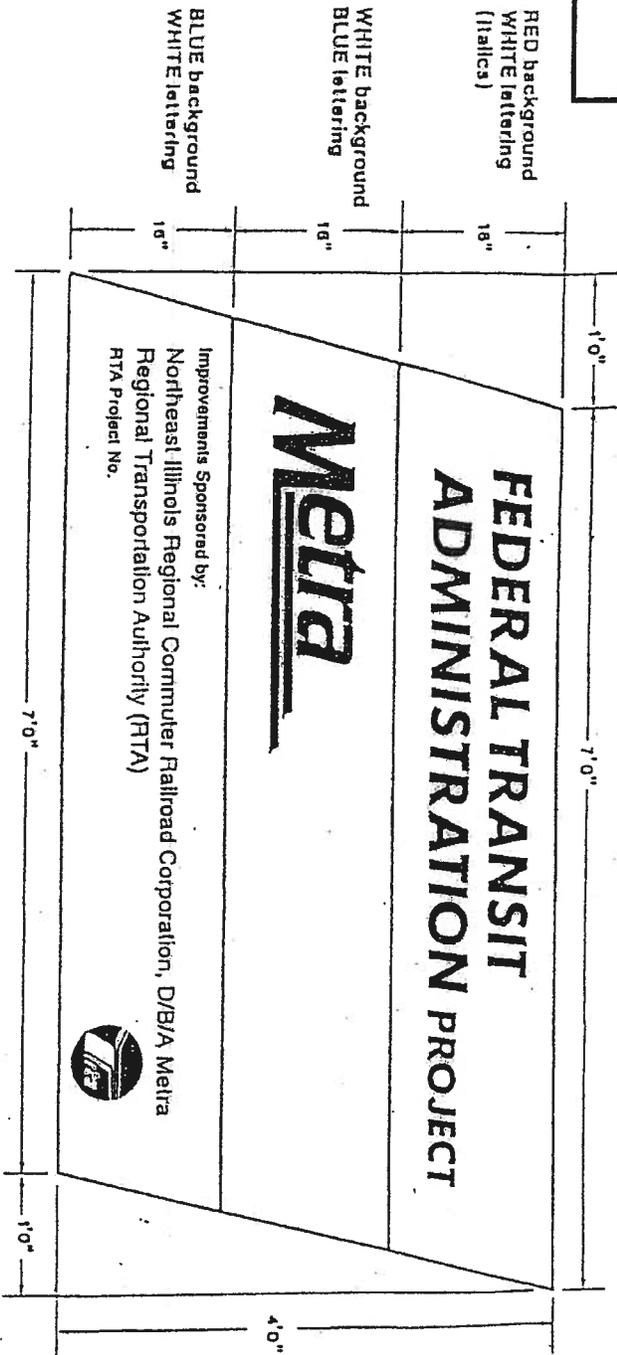
GRANT NUMBERS:
IL-90-X350/MET-033

PROJECT NO. 3189
CONTRACT NO: _____

PROJECT DESCRIPTION: Land Acquisition and Parking Lot Construction

PROJECT ACTIVITY	FTA / METRA OBLIGATION	TOTAL PROJECT BUDGET
<u>Construction</u>		
TL3189-53404006	\$268,000	\$268,000
<u>Land Acquisition</u>		
TL3189-57691009	\$512,000	\$512,000
TOTAL	\$780,000	\$780,000

**Exhibit C
Signs**



RED background
WHITE lettering
(Italics)

WHITE background
BLUE lettering

BLUE background
WHITE lettering

Lettering: Futura Bold Italic (top)
Futura Bold (center)
Futura Demi Bold (bottom)
RTA Logo: Black circle, reversed
white letters

EXHIBIT "D"

TERMS AND CONDITIONS FOR THE TRANSFER OF REAL PROPERTY IN GLEN ELLYN, ILLINOIS

THIS AGREEMENT is made by and between the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation ("CRD" or "METRA" or created under the Regional Transportation Authority Act, 70 ILCS 3615/1.01 et seq., and the Village of Glen Ellyn, an Illinois municipal corporation ("Municipality"). Municipality and CRD are hereinafter sometimes individually referred to as a "Party" and jointly referred to as the "Parties

RECITALS

A. The Parties have entered into a Commuter Facility Funding Agreement ("Funding Agreement") of even date hereof, to which this Agreement is attached and made a part thereof as Exhibit "E", to obtain funding for the land acquisition, and construction of a commuter parking facility (the "Project") on real property to be owned by Metra located at 460-478 Duane Street, Glen Ellyn, Illinois identified as permanent index numbers 05-11-320-004, 005, 006, 010, 015, 016, and 017 in Milton Township, DuPage County, Illinois (the Land") as legally described and delineated on Exhibit "E-1" attached hereto and made a part of this Exhibit, to be confirmed by the survey provided for in this Exhibit.

B. Pursuant to the Funding Agreement, CRD has committed to assist Municipality in obtaining FTA funding in the amount not to exceed Seven Hundred Eighty Thousand Dollars (\$780,000) (the "Funding").

C. The Funding will be used for the acquisition of the Land, and towards the completion of the Project by the Municipality.

D. Municipality will be the record owner of the Land. For the purposes of this Exhibit, Municipality is also referred to as "Seller", and CRD or Metra is also referred to as "Purchaser."

E. At such time as funding has been approved by the applicable federal funding agency and all conditions of the Funding Agreement are met, Seller desires to sell, transfer and convey the Land to Purchaser and Purchaser desires to purchase the Land from Seller subject to and in accordance with the terms, covenants, conditions and provisions set forth below.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are hereby incorporated into and made a part of this Agreement and the mutual representations, covenants, warranties and agreements contained below, the parties represent, covenant, warrant and agree as follows:

1. AGREEMENT FOR SALE AND PURCHASE. Seller agrees to sell, transfer and convey, and Purchaser agrees to purchase, the Land together with all right, title and interest of Seller in and to all rights, privileges, easements, hereditaments and appurtenances in any way incident, appertaining or belonging to the Land and all improvements currently existing or hereafter constructed or installed on, in, over or under the Land ("Property") subject to and in accordance with each of the terms and conditions set forth below.

2. CLOSING. Provided that all the contingencies and conditions subsequent set forth in Section 5 below have been satisfied or waived, the closing shall take place at the downtown Chicago offices of Chicago Title Insurance Company (“Title Insurer”), or some other location acceptable to the Seller and the Purchaser, within thirty (30) days of completion of the Environmental Remediation provided for herein or such other date as may be agreed upon by the Parties, after all the contingencies and conditions precedent set forth in Section 5 below have been satisfied or waived (“Closing Date”).

3. PURCHASE PRICE. The purchase price for the Property shall be equal to the amount set forth as the fair market value of the Property in Seller’s most current appraisal for the Property (the “Purchase Price”). Seller’s most current appraisal is effective January 9, 2012 (which appraisal indicates a fair market value for the property of \$500,000), and is valid for a period of six (6) months from the effective date of such appraisal. In the event the Closing Date (defined below), does not occur by the date which is six (6) months from the date of Seller’s most current appraisal (such six month date being August 9, 2012), then Seller shall obtain an updated appraisal for the Property (the “Review Appraisal”), and the Purchase Price shall be adjusted, if necessary, and if the Seller consents thereto in writing, such that it is equal to the amount determined to be the then current fair market value of the Property as determined by such Review Appraisal. In the event the Seller does not consent to adjusting the Purchase Price to the amount set forth in the Review Appraisal, then this Agreement (and all agreements relating to the Project) shall be deemed terminated.

4. TITLE. Seller shall convey to Purchaser on the Closing Date for consideration of Ten Dollars (\$10) fee simple title to and all of Seller’s right, title and interest in the Property by recordable, stamped special warranty deed acceptable to Purchaser and the Title Insurer (“Deed”) subject only to those title exceptions set forth on Exhibit “E-2” attached to and made a part of this Agreement (“Permitted Exceptions”).

5. CONTINGENCIES OR CONDITIONS PRECEDENT. Notwithstanding anything to the contrary which may be contained in this Agreement, Purchaser’s obligation to consummate this transaction is subject to and conditioned upon satisfaction of the following express conditions precedent. Each of the conditions precedent may be waived in writing by Purchaser, such conditions being intended for the exclusive protection and benefit of Purchaser. In the event that such conditions are not satisfied or waived by Purchaser on or before the Closing Date, then at the sole option of Purchaser, this Agreement may be either: (i) declared null and void; or (ii) extended upon the mutual agreement of the parties.

A. The continued validity of each and every representation, covenant and warranty contained in this Agreement.

B. All conditions of the Funding Agreement, including without limitation Part II General Terms and Conditions, have been satisfied, and Purchaser has obtained funding for the Project and authorization to expend such funding on the Project by the federal funding agency.

C. Prior to the Closing Date, Seller shall, at its sole expense, provide Purchaser with an environmental survey report prepared by Seller’s environmental consultant, confirming that all required remediation has been completed at the Property to the satisfaction of the Illinois Environmental Protection Agency, or any other governmental agency having jurisdiction over at the Property, and an engineering report that the Property is suitable for its intended use as a commuter rail parking facility. The reports shall be subject to the review and approval by the Purchaser, which approval shall not be unreasonably withheld, delayed or conditioned. Purchaser, its agents, consultants, and designees shall have the right to enter upon the Property for the purpose of inspecting Property. Purchaser shall indemnify and hold Seller harmless from and against any loss, cost damage or expense for personal injury, including death, to any person or property damage occurring or arising as a result of Purchaser’s activities on the Property pursuant to the terms of this Section 5 C. In the event Seller’s reports are unacceptable to Purchaser, Purchaser shall have the right to terminate this Agreement without further liability or obligation to Seller, provided however, that the Purchaser shall only deem such reports to be unacceptable if they: (i) are not prepared with reasonable professional skill and the City does not cure such deficiency within thirty days of notice thereof from the Purchaser; (ii) indicate a level of contamination remaining above amounts permitted by applicable Federal funding agency guidelines or policies; or, (iii) indicate the existence of new or previously undisclosed environmental contamination.

D. Prior to the Closing Date, Seller shall remove from the Property all debris and personal property not being conveyed and to deliver possession of the Property in clean condition.

E. Seller shall deliver to Purchaser within thirty (30) days of the date hereof, copies of the following, if any, which are in Seller's possession or control: (i) all tax bills, surveys and title policies; (ii) all engineering studies, soil tests, chemical tests, environmental reports, analyses or assessments of the Property; and (iii) all site plans, drawings, documents showing the installation of utilities, or other documents relating to the Property or the improvements thereon.

F. On the Closing Date, Seller shall deliver to Purchaser an affidavit executed by Seller, dated the same date as the Closing Date, representing and affirming that there are no recorded or unrecorded brokers', mechanics' or materialmens' liens arising by or through the actions of Seller and there has been and is no work performed or material being furnished at the request of Seller with respect to the Property and there are no payments or outstanding balances due under any agreements pertaining to the Property for which payment has not previously been fully made.

G. On the Closing Date, Seller shall deliver to Purchaser an affidavit of title in customary form covering the Closing Date.

H. On or before the Closing Date, Purchaser shall have confirmed to Purchaser's satisfaction that the property is properly zoned to be used as a commuter rail parking facility under applicable zoning laws, ordinances, rules and regulations.

I. On the Closing Date, Seller shall deliver to Purchaser a closing statement prepared by Seller in a manner which reflects the terms and conditions, as applicable, of this Agreement and otherwise in a form reasonably acceptable to Purchaser (hereinafter referred to as the "Closing Statement").

J. On or before the Closing Date, Purchaser shall have received all grant monies or other funding necessary for acquisition of the Property in accordance with the terms of this Agreement.

K. Purchaser shall be satisfied with all title and survey matters in accordance with Sections 6 and 7 below.

L. No new or previously undisclosed environmental contamination has been discovered on the Property.

6. **TITLE POLICY.** Within thirty (30) days from the date of this Agreement, Seller shall, at its sole cost and expense, provide Purchaser or Purchaser's attorney with a title insurance commitment for the issuance of an ALTA owner's title insurance policy ("**Title Policy**") covering the Property, issued by the Title Insurer, dated subsequent to the date of this Agreement in the amount of the Purchase Price, with extended coverage over the general exceptions contained in the Title Policy and showing title in the Seller subject only to: (a) the Permitted Exceptions, and (b) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money from Seller at the time of closing, (and which Seller shall so remove at that time by using the funds to be paid upon the delivery of the Deed). On or before the Closing Date, Seller shall cause the Title Company to issue a zoning endorsement to the said title commitment evidencing to Purchaser's satisfaction that development and use of the Property as a commuter parking facility is permitted under applicable zoning ordinances. On the Closing Date, Seller, at its sole cost and expense, shall cause the Title Insurer to issue: (i) the pro-forma Title Policy covering the Closing Date, as hereinafter defined, showing title in Seller subject only to the Permitted Exceptions and unpermitted exceptions or defects in the title disclosed by the Survey, as hereinafter defined, if any, accepted and approved by Purchaser, and (ii) the zoning endorsement.

7. **SURVEY.**

A. Within sixty (60) days of the date of this Agreement, Seller shall, at its sole cost and expense, deliver to Purchaser or Purchaser's attorney, a current survey of the Property by a licensed Illinois Property surveyor and certified

to Purchaser and the Title Insurer to have been prepared in accordance with the ALTA/ACSM Property survey standards (“Survey”). To the extent such information may be obtained by a visual inspection of the Property or a review of the public records, the Survey shall set forth the legal description, location, acreage and dimensions of the Property and any structures or improvements located thereon, show all water lines, sanitary sewers, storm sewers, any other utilities, building lines, setback lines, easements and other restrictions affecting the Property, all encroachments onto and from adjoining properties, building lines, access to public roads and street address(es). The Survey must be acceptable to the Title Insurer for purposes of providing extended coverage over the general title exceptions relating to matters of survey.

B. If the Survey required to be furnished under this Section discloses encroachments over which the Title Insurer will not insure or which Purchaser is unwilling to accept even with such title insurance, or if, after reviewing such Survey, the Title Insurer raises unpermitted exceptions (“Survey Defects”) on or before the Closing Date, Seller shall correct any Survey Defects; provided, however, that if Seller is unable or unwilling to correct such Survey Defects, Purchaser may elect either to terminate this Agreement or accept title to the Property subject to such Survey Defects as set forth in Section 9.C below.

8. **TRANSFER AND TRANSACTION DECLARATIONS.** Seller shall pay the amount of any stamp taxes imposed by state or county law on the transfer of the title to the Property and shall furnish a completed Real Estate Transfer Declaration signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois, and shall furnish any declaration signed by Seller or Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax. Under present law, conveyances to Purchaser are exempt from state and local transfer and transaction taxes, however, State, County, and, if applicable, local transfer declarations must be presented to the County Recorder's Office with the Deed.

9. **CLOSING.**

A. When all the contingencies and conditions precedent set forth in this Agreement which are required to be satisfied prior to the Closing Date have been satisfied or waived by Purchaser, Purchaser shall notify Seller of such and Seller shall order a later dated title commitment covering the Property from the Title Insurer and cause such commitment to be delivered to Purchaser. Provided the later dated title commitment is acceptable to Purchaser, and all other obligations of Seller set forth in this Agreement have been satisfied, the Parties will close the purchase and sale of the Property on the Closing Date. On the Closing Date, Seller shall deliver to Purchaser all documents required to be delivered at closing under the terms and conditions of this Agreement.

B. The transaction shall be closed by means of a so-called "New York Style" closing, with the concurrent delivery of the documents of title, transfer of interests, delivery of the pro-forma Title Policy and payment of the Purchase Price; provided, however, that the Purchase Price shall be disbursed to Seller only after all of the contingencies and conditions precedent and all other obligations of Seller set forth in this Agreement have been satisfied (“Disbursement Date”). Seller, at its sole cost and expense, shall provide the standard gap undertaking (“Gap Undertaking”) to the Title Company necessary for the New York style closing to occur and any other clearance required by the Title Insurer. The cost of the closing, other than the Gap Undertaking, shall be divided equally between Seller and Purchaser.

C. In the event that the pro-forma title policy presented at the closing discloses unpermitted exceptions or the Survey discloses Survey Defects which Purchaser is unwilling to accept, Seller shall have five (5) days within which to have the unpermitted exceptions or Survey Defects waived or insured over and approved by Purchaser. In the event Seller is unable to have the unpermitted exceptions or Survey Defects waived, insured over and approved by Purchaser, then Purchaser shall have the option either:

1. To terminate this Agreement; or

2. To extend the cure period for an additional thirty (30) days by written notice to Seller, in which event Seller shall have the right within such thirty (30) days to remove said unpermitted exceptions or Survey Defects or to insure over such unpermitted exceptions which constitute liens or encumbrances of a definite or

ascertainable amount, failing which, Purchaser may terminate this Agreement in the manner set forth above or Purchaser may take title to the Property and direct Seller to pay, pursuant to the terms of this Agreement, liens or encumbrances of a definite or ascertainable amount and to proceed with the remaining terms and conditions of this Agreement.

10. POSSESSION. Possession of the Property shall be delivered to Purchaser on the Disbursement Date.
11. CONDEMNATION/CASUALTY. Intentionally Omitted.
12. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller makes the following representations and warranties to Purchaser, which representations and warranties shall be deemed to have been remade on and shall survive the Closing Date.
 - A. As of the Closing Date there will be no third party leases of any portion of the Property or any other third party agreements, nor will there be such leases or agreements for a future period, and no third party licenses or any other possessory rights will exist in any person or entity with respect to the Property, other than public utility easements and other matters of record.
 - B. No undertaking by Seller under this Agreement will constitute a default by Seller under any agreements to which Seller is a party.
 - C. Seller has or will have on the Closing Date full authority and power to convey fee simple title to the Property free and clear of any liens, claims or encumbrances of third parties and has full authority and power to perform Seller's obligations under this Agreement.
 - D. No litigation, legal proceedings or administrative proceedings of any type relating to or affecting the Property (including condemnation or similar proceedings) have been instituted or, to the best of Seller's knowledge, are contemplated against Seller, the Property or any part thereof, including without limitation any claims for brokers', mechanics' or materialmen's liens.
 - E. All real estate taxes assessed against the Property are currently paid and, to the best of Seller's knowledge, there are no assessed, levied, pending or contemplated special real estate taxes or regular or special assessments of any nature with respect to the Property or any part thereof.
 - F. Seller has received no notice of any pollution or contamination on the Property, nor of any violations with respect to the Property including without limitation violations of zoning, conservation or environmental laws, ordinances, codes or regulations, or other laws, codes or regulations relating to public health and safety.
 - G. There are no above-ground storage tanks and, to the best of Seller's knowledge, no other underground storage tanks are present on the Property which contain any Hazardous Materials, as hereinafter defined, and no such tanks were previously removed from the Property.
 - H. Seller will attempt to obtain the representations and indemnification stated below from the previous owner prior to purchasing the Property from such owner, [previous owner] has no knowledge of any hazardous or toxic materials or substances, as such terms are defined under applicable current local, state or federal laws, ordinances, rules or regulations ("**Hazardous Materials**") that are now located on the Property and, to the best of [previous owner's] knowledge and belief, no other person has ever caused or permitted any Hazardous Materials to be placed, held, located or disposed of, on, under, or at the Property or any part thereof. To the best of [previous owner's] knowledge and belief after due inquiry, no part of the Property has ever been used as a manufacturing, storage or dump site for Hazardous Materials, nor is any part of the Property affected by any Hazardous Materials contamination. To the best of [previous owner's] knowledge and belief, no property adjoining the Property has ever been used as a manufacturing, warehousing, storage or dump site for Hazardous Materials, nor is any other Property adjoining the Property affected by any Hazardous Materials contamination. To the fullest extent [previous owner] would be responsible by law for the existence and

remediation of Hazardous Materials or Hazardous Materials Contamination, [previous owner] shall defend, indemnify and hold harmless Purchaser from any and all liabilities (including strict liability) actions, demands, penalties, losses, costs or expenses (including, without limitation, reasonable attorneys' fees and remedial costs), suits, costs of any settlement or judgment and claims of any and every kind whatsoever which may now or in the future (whether before or after the Closing Date) be paid, incurred or suffered by or asserted against Purchaser or by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Property of any Hazardous Materials prior to the Closing Date or arise out of or result from the environmental condition of the Property prior to the Closing Date, or the applicability of any governmental requirement relating to Hazardous Materials on the Property prior to the Closing Date (including without limitation, CERCLA or any so called federal, state or local "Superfund" or "Superlien" laws, statute, ordinance, code, rule, regulation, order or decree, (regardless of whether or not caused by or within the control of [previous owner])).

I. Other than as set forth in the Permitted Exceptions, to the best of Seller's knowledge, there are no ordinances, restrictions, easements or licenses, whether recorded or unrecorded, affecting any portion of the Property which will interfere with the Purchaser's intended use of the Property.

J. There are no obligations or responsibilities of Seller that will survive the Closing Date with respect to any persons or entities involved in the operation, maintenance and management of the Property that would become the obligation or responsibility of the Purchaser, and Seller indemnifies Purchaser against any and all such obligations and responsibilities to such persons or entities, which arise before or will arise after the Closing Date.

K. In the event of any alleged breach of any such representations, warranties, or covenants set forth above prior to the Closing Date, Purchaser shall deliver written notice of such breach to Seller, and Seller shall have thirty (30) days to cure such breach and in the event Seller is unable to cure such breach to the reasonable satisfaction of Purchaser, then Purchaser shall have the option to terminate this Agreement. In the event of any alleged breach of any such representations, warranties, or covenants subsequent to the Closing Date, Seller agrees to defend, indemnify and hold harmless Purchaser from and against any and all liens, loss, cost, damage, injury or expense, including without limitation demolition, reconstruction or remediation costs, court costs or attorney's fees, directly or indirectly arising or resulting from such breach.

13. REAL ESTATE TAXES. All real estate taxes, levies, and charges, if any, due and payable shall be paid by Seller or Seller shall provide Purchaser with a credit for such unpaid taxes, levies, and charges at closing. Real estate taxes and all other levies and charges that are assessed against or which are a lien on the Property, but are not yet due and payable shall be prorated through the Closing Date based on one hundred and ten percent (110%) of the most recently assessed valuation of the Property on record at the Will County Assessor's office. All real estate taxes, levies and charges, if any, assessed against the Property subsequent to the Closing Date shall be paid by Purchaser.

14. PRORATIONS. The following items shall be paid, prorated and adjusted through the Closing Date and subsequent thereto as follows:

A. Seller shall be responsible for payment of all personal property taxes, sewer rents, water rents, transit taxes, utilities, maintenance, insurance, operating and all other charges and costs associated with or charged or assessed against the Property on or before the Closing Date.

B. Owner's title insurance and customary Seller's title and recording charges shall be paid by Seller. Customary Purchaser's title and recording charges shall be paid by Purchaser.

C. All accounts payable, contractual and other obligations incurred by Seller prior to the Closing Date shall be paid or performed by Seller on or before the Closing Date and Purchaser assumes no obligation or responsibility for the payment or performance of such obligations.

15. **DOCUMENTS FOR CLOSING.** Seller shall prepare or cause to be prepared the Deed, the Seller's Closing Statement, an Affidavit of Title and any other documents required of Seller under the terms of this Agreement or deemed necessary or appropriate by Purchaser or the Title Insurer to consummate this transaction, all of which shall be in form, scope and substance reasonably acceptable to Purchaser and the Title Insurer.

16. **DEFAULT.**

A. Except as specifically provided otherwise in this Agreement, in the event that Seller shall fail to comply with any of the obligations to be performed by Seller hereunder, then Purchaser shall have all rights and remedies available to it at law and/or in equity to seek additional damages and/or to strictly enforce the terms of this Agreement and thereby require conveyance of title to the Property.

B. Except as specifically provided otherwise in this Agreement, in the event that Purchaser shall fail to comply with any of the obligations to be performed by Purchaser hereunder, then Seller shall have all rights and remedies available to it at law and/or in equity to seek additional damages and/or require a reconveyance of title to the Property.

17. **SUBSEQUENT INSPECTION.** Purchaser shall have the right to periodically inspect the Property so long as Purchaser is not in default under this Agreement and this Agreement has not been terminated pursuant to its terms. Such inspections shall be made after having given notice to Seller and during the normal business hours of Seller or at such other times reasonably satisfactory to the Parties and shall be conducted in a manner so as not to unreasonably interfere with the Seller's use of the Property and Purchaser shall repair any damage to the Property caused thereby. Purchaser hereby indemnifies Seller against any loss, cost, liability or damage to person or property occurring in the course of the conduct of such inspections, tests or surveys performed by or on behalf of Purchaser.

18. **POST-CLOSING OBLIGATIONS.** Subject to Purchaser's compliance with this Agreement, the Funding Agreement and the Operation and Maintenance Agreement, Seller agrees to construct, operate and maintain commuter facilities on the Property in accordance with the terms stated in the Operation and Maintenance Agreement for a Parking Facility in Glen Ellyn, Illinois of even date hereof signed by both Parties.

19. **MISCELLANEOUS.**

A. Time is of the essence of this Agreement.

B. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective representatives, successors or assigns. It is expressly understood by the Parties that this Agreement does not constitute an offer until the Commuter Rail Board of the Regional Transportation Authority has passed an ordinance approving the signing hereof.

C. The terms, conditions, provisions, covenants, representations and warranties herein contained shall survive the Closing Date and delivery of the Deed by Seller, shall not be merged into the Deed and shall extend to the successors and assigns of Seller and Purchaser.

D. The captions of the Sections of this Agreement are for convenience and are not to be interpreted as part of this Agreement.

E. The unenforceability or invalidity of any provision or provisions of this Agreement shall not render any other provision or provisions unenforceable or invalid provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties.

F. Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

G. In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day.

H. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

I. Seller shall cooperate with Purchaser in its efforts to apply for and obtain grant funds for the purchase of the Property.

20. NOTICES. All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this Agreement or any statute shall be in writing delivered in accordance with the provision of the Funding Agreement to which this Exhibit E is attached.

21. BROKERAGE COMMISSION.

A. Purchaser hereby represents and warrants to Seller that there has been no involvement of any real estate broker in connection with the purchase and sale of the Property to whom Purchaser has agreed to pay a commission. Based on the foregoing representation, the Purchaser hereby agrees to indemnify and hold Seller harmless against and from any loss or expense, including, but not limited to, attorneys' fees, arising from the alleged liability of Purchaser for brokerage commissions or finders fees claimed from persons with whom Purchaser has dealt.

B. Seller hereby represents and warrants to Purchaser that there has been no involvement of any real estate broker in connection with the purchase and sale of the Property to whom Seller has agreed to pay a commission. Based on the foregoing representation, the Seller hereby agrees to indemnify and hold Purchaser harmless against and from any loss or expense, including, but not limited to, attorneys' fees, arising from the alleged liability of Seller for brokerage commissions or finders fees claimed from persons with whom Seller has dealt.

22. DISCLOSURE OF INTERESTS. In accordance with 50 ILCS 105/3.1, prior to execution of this Agreement by Purchaser, an owner, authorized trustee, corporate official or managing agent must submit a sworn affidavit to Purchaser disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Property, and every shareholder entitled to receive more than 7 ½ % of the total distributable income of any corporation having any interest, real or personal, in the Property or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of the corporation or its managing agent that there is no readily known individual having greater than a 7 ½ % interest, real or personal, in the Property. The sworn affidavit shall be substantially similar to the one described on Exhibit "E-3" attached to and made a part of this Agreement.

23. VOLUNTARY SALE. As a voluntary sale, in the event negotiations fail to result in amicable agreement, Purchaser will not pursue acquisition of the Property through eminent domain proceedings.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be made effective and executed as of the ____ day of _____, 2012 by their respective duly authorized officials.

COMMUTER RAIL DIVISION OF THE REGIONAL
TRANSPORTATION
AUTHORITY:

VILLAGE OF GLEN ELLYN:

By: _____
Alexander D. Clifford
Executive Director/CEO

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

EXHIBIT D-1

LEGAL DESCRIPTION

(To be confirmed by the Survey provided for herein)

(b) The shareholders with more than 7 1/2 % interest are:

or

(c) The corporation is publicly traded and there is no readily known individual having greater than a 7 1/2% interest in the corporation; and

5. This instrument is made under oath on this _____ day of _____, 20____, to induce the Purchaser to purchase the Property in accordance with the Act. I understand that if I knowingly provide a false statement or knowingly omit a material fact relating to the identification of an individual or entity that has an ownership interest, I may be subject to a criminal offense of perjury under 50 ILCS 105/4.5 of the Act.

SIGNED AS OF THE DATE WRITTEN ABOVE BY:

PRINT NAME:

State of Illinois)

) ss.

County of _____)

The undersigned, a Notary Public in and for the above County and State, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged signing and delivering the instrument as their free and voluntary act, and being thereunto duly authorized for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20____.

Notary Public

Real Estate Sales Contract

DRAFT

1. Village of Glen Ellyn, a municipal corporation (Purchaser) agrees to purchase at a price of \$ 445,000.00 on the terms set forth herein, the following described real estate in Glen Ellyn DuPage County, Illinois:
 LOTS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, AND 16 (EXCEPT THE NORTHERLY 50 FEET OF ALL OF SAID LOTS) IN BLOCK 1 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10, AND ALL PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.
 Permanent Index Numbers: 05-11-32-004 to -006; -010; -015 to -017.
 commonly known as 460-478 Duane Street, Glen Ellyn, Illinois and with approximate lot dimensions of 20,604 sq feet together with the following property presently located thereon:

2. Glen Ellyn State Bank and/or Owner of Record (Seller) agrees to sell the real estate and the property described above, if any, at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or nominee (title herein by a recordable Warranty deed, with release of homestead rights, if any, and a proper bill of sale, subject only to: (a) covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) party wall rights and agreements, if any; (d) ~~special taxes and assessments for the year 2011 and subsequent years~~; (e) special taxes or assessments for improvements not yet completed; (f) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (g) mortgage or trust deed specified below, if any; (h) general taxes for the year 2011 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year(s) _____; and to

3. Purchaser has paid \$ 0.00 as earnest money to be applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price, plus or minus prorations, at the time of closing as follows: *(strike language and subparagraphs not applicable)*

(a) The payment of \$ 445,000.00

~~(b) The payment of \$ _____ and the balance payable as follows:~~

~~to be evidenced by the note of Purchaser (grantee) providing for full prepayment privilege without penalty, which shall be secured by a part-purchase money mortgage (trust deed), the latter instrument and the note to be in the form herein attached as Schedule B, or, in the absence of this attachment, the forms prepared by _____ and identified as Mrs. _____ and by a security agreement (as in which Purchaser will execute or cause to be executed such financing statements as may be required under the Uniform Commercial Code in order to make the lien created thereunder effective), and an assignment of rents, said security agreement and assignment of rents to be in the forms appended hereto as Schedules C and D. Purchaser shall furnish to Seller an American Land Title Association loan policy insuring the mortgage (trust deed) issued by the Chicago Title Insurance Company.~~

~~(**If Schedule B is not attached and the blanks are not filled in, the note shall be secured by a trust deed, and the note and trust deed shall be in the forms used by The Chicago Title Company.~~

~~(c) The acceptance of the title to the real estate by Purchaser subject to a mortgage or trust deed of record securing a principal indebtedness (which the Purchaser (buyer) does not agree to assume) aggregating \$ _____ bearing interest at the rate of _____ % a year, and the payment of a sum which represents the difference between the amount due on the indebtedness at the time of closing and the balance of the purchase price.~~

ALTA

4. Seller, at his own expense, agrees to furnish Purchaser a current ~~plat~~ survey of the above real estate made, and so certified by the surveyor as having been made, in compliance with the Illinois Land Survey Standards.

5. The time of closing shall be on March 1, 2012 or on the date, if any, to which such time is extended by reason of paragraphs 2 or 10 of the Conditions and Stipulations hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of Chicago Title or of the mortgage lender, if any, provided title is shown to be good or is accepted by Purchaser.

6. Seller agrees to pay a broker's commission in _____ in the amount set forth in the broker's listing contract or as follows: _____

7. The earnest money shall be held by N/A for the mutual benefit of the parties.

8. Seller warrants that Seller, its beneficiaries or agents of Seller or of its beneficiaries have received no notices from any city, village or other governmental authority of zoning, building, fire or health code violations in respect to the real estate that have not been heretofore corrected.

9. A duplicate original of this contract, duly executed by the Seller and his spouse, if any, shall be delivered to the Purchaser within five (5) days from the date hereof, otherwise, at the Purchaser's option, this contract shall become null and void and the earnest money shall be refunded to the Purchaser.

This contract is subject to the Conditions and Stipulations set forth on the back page hereof, which Conditions and Stipulations are made a part of this contract.

Dated: 2011

Purchaser: Village of Glen Ellyn, a municipal corporation Address: 535 Duane Street, Glen Ellyn, IL 60137
 By: _____

Seller: _____ Address: _____

*Form normally used for sale of property improved with multi-family structures of five or more units or of commercial or industrial properties.

CONDITIONS AND STIPULATIONS

ALTA

1. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than 5 days prior to the time of closing, the ~~purchase~~ survey (if one is required to be delivered under the terms of this contract) and a title commitment for an owner's title insurance policy issued by the Chicago Title Insurance Company in the amount of the purchase price, covering title in the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the general exceptions contained in the policy, (b) the title exceptions set forth above, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exceptions or defects in the title disclosed by the survey, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 2 below.

ALTA

2. If the title commitment or ~~purchase~~ survey (if one is required to be delivered under the terms of this contract) discloses either unpermitted exceptions or survey matters that render the title unmarketable (herein referred to as "survey defects"), Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time expressly specified in paragraph 5 on the front page hereof, whichever is later. If Seller fails to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time, Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the expiration of the 30-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further action of the parties.

3. Rents, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contracts, general taxes, accrued interest on mortgage indebtedness, if any, and other similar items shall be adjusted ratably as of the time of closing. The amount of the current general taxes not then ascertainable shall be adjusted on the basis of (a), (b) or (c) below (Strike subparagraph not applicable):

(a) 1.05 % of the most recent ascertainable taxes:

~~(b) The most recent ascertainable taxes and subsequent readjustment thereof pursuant to the terms of a representation letter attached hereto and incorporated herein by reference.~~

~~(c) Other:~~

The amount of any general taxes which may accrue by reason of new or additional improvements shall be adjusted as follows: _____

All provisions are final unless otherwise provided herein. ~~Escrow accounts and~~ Assignable insurance policies, if any, shall then be assigned to Purchaser. Seller shall pay the amount of any stamp tax imposed by State law on the transfer of the title, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and shall furnish any declaration signed by the Seller or the Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax; such tax required by local ordinance shall be paid by the party upon whom such ordinance places responsibility therefor. If such ordinance does not so place responsibility, the tax shall be paid by the (Purchaser/Seller). (Strike one.)

4. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

~~5. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser but if the termination is caused by the Purchaser's fault, then upon notice to the Purchaser, the earnest money shall be forfeited to the Seller and applied (first in the payment of Seller's expenses and then to payment of broker's commission; the balance, if any, to be retained by the Seller as liquidated damages.~~

6. At the election of Seller or Purchaser upon notice to the other party not less than 5 days prior to the time of closing, this sale shall be closed through an escrow with Chicago Title and Trust Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by Chicago Title and Trust Company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow. The cost of the escrow shall be divided equally between Seller and Purchaser. (Strike paragraph if inapplicable.)

7. Time is of the essence of this contract.

8. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

9. Alternative 1:

Seller represents that he is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at closing the Exemption Certification set forth in said Section.

~~Alternative 2:~~

~~Purchaser represents that the transaction is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code because Purchaser intends to use the subject real estate as a qualifying residence under said Section and the sales price does not exceed \$300,000.~~

~~Alternative 3:~~

~~With respect to Section 1445 of the Internal Revenue Code, the parties agree as follows: _____~~

~~(Strike two of the three alternatives.)~~

10. (A) Purchaser and Seller agree that the disclosure requirements of the Illinois Responsible Property Transfer Act (a) (a) do not apply in the transfer contemplated by this contract. (If requirements do not apply, strike (B) and (C) below.)

(B) Seller agrees to execute and deliver to Purchaser and each mortgage lender of Purchaser such disclosure documents as may be required by the Illinois Responsible Property Transfer Act.

(C) Purchaser agrees to notify Seller in writing of the name and post office address of each mortgage lender who has issued a commitment to finance the purchase hereunder, or any part thereof; such notice shall be furnished within 10 days after issuance of any such commitment, but in no event less than 40 days prior to delivery of the deed hereunder unless waived by such lender or lenders. Purchaser further agrees to place of record, simultaneously with the deed recorded pursuant to this contract, any disclosure statement furnished to Purchaser pursuant to paragraph 10(B) and, within 30 days after delivery of the deed hereunder, to file a true and correct copy of said disclosure document with the Illinois Environmental Protection Agency.

Rider A

This Rider A is made hereto as part of the Real Estate Contract dated _____, 2011, between the Village of Glen Ellyn ("Purchaser") and Elgin State Bank and/or Owner of Record ("Seller") for the property commonly known as 460-478 Duane Street Glen Ellyn, Illinois ("Subject Property").

1. The Parties stipulate and agree that the Contract shall be contingent upon Purchaser closing the subject transaction on or before March 1, 2012. Failure of Purchaser to close on or before March 1, 2012, shall render the Contract null and void and of no force and effect without any penalty to Purchaser.
2. Real Estate Brokers: The parties hereto acknowledge and agree that Seller shall be solely responsible for any and all real estate broker's commission incurred in the subject transaction.
3. Each party shall be solely responsible for its respective attorneys' fees and costs.
4. Approval: This Contract shall be subject to the approval of the President and the Board of Trustees of the Village of Glen Ellyn by the passage of the appropriate Ordinance/Resolution.
5. This Rider is hereby made a part of that certain Contract between Buyer and Seller to the extent any of the provisions contained in this Rider shall be inconsistent with any of the terms or typewritten provisions of the Contract, the provisions of this Rider shall control.

IN WITNESS WHEREOF, the Parties have executed this Rider A to the Contract this ____ day of _____, 2011.

SELLER:

PURCHASER:

Elgin State Bank/Owner of Record

Village of Glen Ellyn

By: _____
(Print Name)

By: _____
(Print Name)

A-10

MEMORANDUM

TO: Mark Franz, Village Manager

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

DATE: April 17, 2012

FOR: April 23, 2012 Village Board Meeting – Discussion Only

RE: 825 N. Main Street RFP



Background. In early 2011, the Village purchased the former Marathon gas station at 825 N. Main Street. The Village acquired the site in order to sell it for redevelopment and hopefully spur additional development and investment in the surrounding area. Since purchasing the property, staff has been working to prepare the site for sale. The building, pavement, canopy structure and underground tanks have all been removed and an environmental remediation of the property is nearing completion.

In November of 2011, the Village Board directed staff to move forward with the preparation of a Request for Proposals (RFP) for development of the property. A draft RFP is attached. Staff has attempted to draft the RFP in a manner that would allow respondents flexibility while still establishing expectations in regard to site plan and architectural considerations. Some of the design considerations contained in the RFP include sensitively to the historic character of the area and the adjacent single-family home properties. The RFP also provides guidance in regard to preferred signage, landscaping and architectural designs. A variety of financial information is also requested including a proforma of the expected project costs and return; any projected property, sales or other tax revenues that would benefit the Village and a proposed purchase price for the property. The RFP further asks respondents to identify any known users and to include a list of retailers or other businesses that the developer has worked with in the past. With all of this information, staff believes that the Village will be able to review and determine which of the proposals would provide the best overall benefit to the Village. The Village would also have the ability to reject the proposals if we were not satisfied with any of the submissions.

In past discussions with the Plan Commission, Village Board and others, a consistent desire to encourage the consolidation of the site with additional property at the corner has been expressed. The Village only has control over the 825 Main property. In order to encourage a larger project and prevent a bidding war for the remaining properties that could disrupt the project, the draft RFP proposes a two phase review. In Phase I, a preferred plan for the 825 Main property would be selected along with one or more preferred plans for a larger site also including the property to the south at 817 N. Main Street. The successful submitters of the preferred plans for the larger site would then be given approximately 45 days to discuss the potential purchase of additional property with the associated property owners after which they would have the opportunity to submit updated proposals and proforma. If none of the developers were ultimately able to successfully negotiate for

the purchase of these properties, the Village could still proceed with the 825 Main property alone. Due to the two phase nature of the review, it is not estimated that a developer would be selected until October of 2012.

Issues. Attorney Diamond has indicated that the Village may choose to waive competitive bidding for the project and enter into a sales agreement with the applicant of the project the Board believes will provide the best overall benefit to the Village. The draft RFP reflects this approach. As an alternative, the Village could select a preferred plan and then solicit bids for the development of the preferred plan. The Village Board would not need to formally waive competitive bidding until such time as a preferred plan may be selected.

Action Requested. The Village Board is requested to review the attached RFP and provide staff with feedback regarding any changes you may wish to see before the RFP is issued.

Attachment: Draft RFP

Cc: Stewart Diamond, Village Attorney

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VILLAGE OF
GLEN ELLYN



REQUEST FOR
DEVELOPMENT PROPOSALS

825 N. MAIN STREET

April 16, 2012

Introduction

The Village of Glen Ellyn, Illinois is seeking proposals from interested parties for the purchase and redevelopment of property located at the southeast corner of St. Charles Road and Main Street known as 825 N. Main Street. The ideal redevelopment will consist of a commercial user or users. The Village is open to considering a wide range of site designs, users and purchase options and is hopeful that the development of the property will spur reinvestment and development elsewhere at the intersection.

The purpose of this RFP is to release the essential development information for the site. The Village will accept proposals in accordance with this document and will review each development submission received in order to ultimately select a "Developer of Record" that the Village determines to be the best suited for the project based on the objectives of this request. However, the Village is not obligated to accept any proposal and has the option to reject all proposals.

Area Characteristics

The Village of Glen Ellyn is located approximately 25 miles west of Chicago and has a population of 27,400. Glen Ellyn is an attractive and desirable suburban community noted for its quality residential neighborhoods, "small-town" atmosphere, historic downtown, and variety of public and institutional amenities. Glen Ellyn is primarily a single-family residential community. There are 3 main commercial areas in the Village including the Stacy's Corners intersection, the Central Business District and the Roosevelt Road corridor. The average household income within a 1-mile radius of the Village is \$105,298 and the median household income is \$80,579.

Site Conditions/Zoning

The property at 825 N. Main Street is located at the northern gateway to the Village in the heart of the historic Stacy's Corners intersection which has an average daily traffic volume of 20,400 vehicles. The site is comprised of three lots totaling 1.35 acres. The western two lots are zoned C2 Community Commercial district and the eastern lot is zoned R2 Residential district. The Village is in the process of rezoning the eastern lot to the R2 Residential district. The Village of Glen Ellyn is the current owner of the property and purchased the land for \$590,000 in the fall of 2010.

The properties immediately to the east and south of the site are zoned R2 Residential district and are developed with single-family homes. There is a steep slope on the east end of the site. A Plat of Survey for the property and a copy of the Village's C2 Community Commercial zoning regulations are attached as Exhibits "A" and "B".

A map showing the location of the site and including basic property information is attached as Exhibit "C". The map identifies the location of the property at 825 N. Main Street as well as the property to the south at 817 N. Main Street. It is the Village's hope that a developer will be able to successfully purchase and redevelop both sites as a single project area. The Village has had preliminary discussions with the property owner of the 817 N. Main Street property and he seems open to the potential sale of the property.

The property was previously occupied by a gas station. Since purchasing the site, the Village has been working to prepare the property for redevelopment and the building, pavement, canopy

structure and underground tanks have all been removed. An environmental remediation plan was approved by the IEPA and is now underway. The ultimate goal is for the Village to receive a “no further remediation (NFR)” letter for the property. Among other things, it is anticipated that the NFR letter will restrict future use of the property to non-residential purposes and prohibit future water wells in the vicinity. We expect to receive an NFR letter sometime this spring.

The Comprehensive Plan recommends that the area “*should be revitalized as a neighborhood service area, a showcase for local history, and an attractive gateway to the Glen Ellyn community.*” and that the site is a “*suitable location for convenience retail, service or office uses.*” A copy of the Comprehensive Plan recommendations for the area is attached as Exhibit “D”.

History

The Stacy’s Corners intersection marks the location of the Village’s origin. Travelers headed west were known to stop at the historic Stacy’s Tavern which is now a national register structure located at 557 Geneva Road, just west of the intersection. Today the tavern is home to a museum owned and operated by the Glen Ellyn Historical Society. The Society maintains other properties at the southwest corner of the intersection, including offices and a gift shop at 800 N. Main Street. The Society hopes to one day complete the construction of a history park at the southwest corner of the intersection across the street from the 825 N. Main Street property. Conceptual plans for the history park can found on the Historical Society’s website at www.gehistoricalsociety.homestead.com.

Preliminary Study

In the spring of 2011, the Village hired PPK Architects to develop conceptual plans showing how the property could potentially be redeveloped. Plans were prepared showing various options for different site and building layouts. The plans were shared with the Plan Commission and were all based on potential commercial redevelopment of the site. The plans were flexible and intended to offer a variety of building footprints and accommodate either single or multiple users. A link to these plans and the accompanying staff memo and Plan Commission minutes can be found at www.glenellyn.org/Planning/Economic_Development.html. Proposals need not reflect the layout designs reflected in the above-referenced plans. These plans are for reference purposes and proposals not conforming to these preliminary designs will be given the same consideration as all other plans.

Design Considerations

Submitted proposals should be sensitive to the character of the area and surrounding land uses and should be designed with the following items in mind.

1. The Plan should be sensitive to the adjacent single-family properties and should include information about how any impacts to the surrounding residential properties would be addressed including any impacts related to such items as loading, traffic, lighting, and screening. Site fencing, walls, and landscaping should be employed as necessary to provide adequate screening. Screening of all rooftop units is expected.

2. The building design, materials and exterior site features should be sensitive to the historic character of the area and should conform to Glen Ellyn's Appearance Review Guidelines. Proposal responders should reference Chapters 1, 2 and 5 in the Guidelines which can be found on the Village's website at http://www.glenellyn.org/Planning/Codes_Ordinances.html.
3. Particular attention should be paid to vehicular access and safety and proposed access drives should be located as far east and south on the property as possible. A full traffic study will be required to be submitted as part of the standard Village zoning review and entitlement process.
4. The Plan should include extensive landscaping, including but not limited to, perimeter parking lot landscaping, interior parking lot landscaping and foundation plantings.
5. Signage should be compatible with the historic character of the area and no neon, internally illuminated box signs, scrolling signs, flashing signs, electronically variable message signs, roof-mounted signage or pylon signs will be permitted.
6. Exterior site features such as light poles, light fixtures and fences should be compatible with the historic character of the area and/or other properties in the vicinity. The Village can provide cut sheets for public light standards used at the Stacy's Corner's intersection if desired.
7. The plans should incorporate and preserve elements from the 2003 Stacy's Corners Streetscape Plan attached hereto as Exhibit "E".
8. The required stormwater detention for the project should be fully accommodated on site. The site will need to be constructed in full conformance with the DuPage County Stormwater Ordinance with Glen Ellyn's local amendments.
9. The plan should be designed to fully comply with the Village's C2 Community Commercial district zoning regulations (minor variations may be considered if there are unique circumstances and it results in a superior project). The Village is open to considering both one and two-story options within the height limitation of the C2 district.
10. All required parking must be provided on site, although some reduction in the parking requirements may be considered where shared parking can be demonstrated to be appropriate.
11. While all permitted and special uses listed in the C2 Community Commercial District regulations will be considered, uses that generate sales taxes or other Village revenues will be preferred. The following uses will be prohibited: self storage, warehouse uses, residential uses, nursery or daycare facilities, outdoor merchandise, sheltered care facilities, public utilities, churches, commercial laundries, cartage or motor freight terminals, contractors yards, manufacturing, vehicle storage lots, educational facilities, clubs or lodges, cellular towers and antennas, adult day care centers, rental equipment shops, adult uses, automotive repair shops, car rentals, or car washes (unless accessory to another use).
12. The design should reflect 19th and early 20th century architecture.

Submission Requirements

Interested consultants should submit 6 hard copies and 1 digital copy on disc of proposal(s) that include both the 817 N. Main Street property and the 825 N. Main Street property. The following information should be included in the proposals.

General Information

- Name, address and telephone number of developer or development agency.
- Narrative description of proposed project and uses.
- Information about development experience, including examples of any public-private partnerships.
- Information about the proposed on-going management team for the project.
- References from at least 3 different municipalities that the developer or development entity has done work in, preferably located in the Chicagoland region.
- List of retail tenants that the developer has worked with in the past.

Plan Information

- Conceptual site plan drawn to scale with building setbacks, landscape setbacks and parking lot dimensions identified along with a site plan depicting the proposed development in context with the surrounding properties and land uses.
- Conceptual engineering plan showing the location and, if applicable, the height of any proposed stormwater detention basins, retaining walls and other similar features. (This plan may be combined with the site plan or submitted as a separate plan.)
- Conceptual landscape plan with sufficient detail to identify the general type and location of landscaping.
- Conceptual building elevations showing all sides of the building(s) with sufficient detail to illustrate building materials, color, architectural detail and building height.
- Conceptual signage plan showing the general location, number and design of all primary signage. (This information may be provided on the site plan and/or building elevations or submitted as a separate plan.)
- A preliminary project schedule with respect to the completion of each aspect of the project in a form of the developer's choice.

Financial Information

- Proforma development analysis including all assumptions in regard to land and development costs and project return.
- Total projected property, sales and other tax revenues to be generated from the development and the amount of such revenues that would be directed to the Village.
- Anticipated construction and lease schedule and the names of any known users.
- Proposed purchase price of land and description of any financial assistance requested from the Village.
- Information to demonstrate financial capability to successfully complete the proposed development.

Evaluation Criteria

The proposal will be reviewed based on the following criteria:

1. Sensitivity and compatibility to the historic character of the area.
2. Sensitivity to nearby single-family residential properties.
3. Total projected Village revenues (including any anticipated revenue from the sale of the property as well as anticipated property, sales and other tax revenues).
4. Believed ability of the project to spur additional investment and redevelopment in the area.
5. Reputation of the developer based on references.
6. Experience of the developer in completing similar projects.

The Village is open to considering a variety of potential purchase agreements and options and will review each proposal based on the overall benefit to the Village.

Review Process

Proposals will be reviewed in two phases. In Phase I, the Village intends to select a preferred development proposal for the 825 N. Main Street property and one or more preferred development plans that include both the 817 N. Main Street and 825 N. Main Street properties. The Village may choose to conduct interviews prior to selecting the finalists.

The submitter(s) of the preferred plans will then be given approximately 45 days to discuss the potential purchase of the 817 N. Main Street property with the owner after which time updated proposals and proforma may be submitted. Developers should also feel free to contact the owner of 803-807 N. Main Street to discuss potential purchase and to incorporate this property into the second round of proposals if possible. Village staff will assist in providing contact information for surrounding property owners.

After any proposals have been modified and resubmitted, the Village may choose to conduct second interviews and will select a preferred development plan. The successful Plan will then need to be refined and the developer will be required to go through the Village's standard entitlement process including formal review by the Village's Architectural Review Commission, Plan Commission and Village Board. The Village will simultaneously begin working with the successful developer to finalize the terms of a development and sale agreement.

Pre-Proposal Meeting

A pre-proposal meeting will be held on **Tuesday, May 16 at 2:00 pm** in the Galligan Board Room. The Galligan Board Room is located on third floor of the Glen Ellyn Civic Center, 535 Duane Street.

RFP Timeline

The estimated timeline for review of submitted proposals and the selection of a final Plan is provided below.

May 1 - RFP Released

May 16 - Pre-Proposal Meeting

June 13 - Proposals due by 4:00 pm

July 11 - Selection of Preferred Plan for Phase I.

September 10 - Submittal of any Revised Phase II Proposals.

October 9 - Selection of Preferred Development Plan.

Disclosure

The reply requested from applicants to this Request for Proposal will be considered by the Village to determine whether it wishes to enter into an arrangement without the formal bidding process. When a Request for Proposal is sought, the Corporate Authorities may discuss the application with any party which submits a response and the nature of the proposal may be modified and alternative financial arrangements may be sought and agreed to with any applicant. These Requests for Proposals are sought by a governmental body which is seriously interested in entering into a contractual relationship.

Inquiries

All inquiries should be directed to:

Staci Hulseberg, AICP
Planning and Development Director
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137
Phone: 630-547-5241
Email: shulseberg@glenellyn.org

Deadline

All proposals should be submitted to the attention of Planning and Development Director Staci Hulseberg no later than 4:00 pm on Wednesday, June 13, 2012. Late submissions will not be considered.

10-4-14: C2 COMMUNITY COMMERCIAL DISTRICT

(A) PERMITTED USES*

1. Bakery where not more than 50% of the floor area is devoted to processing.
2. Commodities sales uses for basic living needs of neighborhoods, such as: art and school supply store; bicycle sale and repair shop; book store; camera and photographic supply store; candy and ice cream store; furniture, upholstery, carpet, china or glass store; clothing store; department store; toy and hobby shop; hardware store; jewelry or leather goods store; liquor store; garden supply shop; electrical and household appliance sales; coin and philatelic store; interior decorating including making of draperies, slip covers and other similar articles; sporting goods; musical instrument sale and repair; paint and wallpaper store; variety store.
3. Community support service uses such as: music and dance school; antique shop; health spa; mail order store; newspaper office; office supply; pet shop; indoor theater; catering; laundry retail; mortuary; photographic and art studio; food store; and employment agency.²⁴
4. Service uses performed on the premises for needs of a neighborhood, such as: barber and beauty shop; dressmaking; tailoring; shoe repair; household appliance repair; radio or television sales, service and repair; frozen food locker; locksmith; millinery shop; travel agency; telegraph office; furrier storage, conditioning or sales; picture framing.
5. Office, business and professional.
6. Antenna attachments to existing antenna towers, buildings or other structures which do not exceed the permitted height in the zoning district or the height established by a special use permit.¹⁸
7. Restaurant and eating place (except drive-in and carry-out establishments) without entertainment and dancing and including outdoor seating on private property as an accessory use provided such outdoor seating complies with the provisions in Section 10-5-15.²⁴

*All (A) Permitted and (B) Special Uses must also comply with all applicable requirements contained in the "Supplementary District Regulations," as well as all other pertinent regulations in this Code.

10-4-14: C2 COMMUNITY COMMERCIAL DISTRICT (continued)

(B) SPECIAL USES*

No enumerated Special Use shall be considered to be an accessory use to any other permitted or Special Use, and a separate permit shall be required for each separate Special Use.

1. Adult day care center.
2. Automobile car wash³.
3. Automobile repair³.
4. Automobile and automotive sale and service use, including open sale lots, parking lots and public garages and storage garages³.
5. Automotive vehicle rental³.
6. Bank or financial institution.
7. Church or temple.
8. Club or lodge – private, fraternal or religious.
9. Commercial planned development in accordance with the provisions of the “Planned Unit Development Regulations”.
10. Congregate housing for the elderly.
11. Day care center.
12. Drive-in commercial facility.²¹
13. Garage/service station.
14. Group home.
15. Heating equipment and fixture repair uses³.
16. Medical or dental clinic.
17. Outdoor merchandise,²⁷ storage, promotional activities, or tents¹⁹.
18. Private School.
19. Public park and playground.
20. Public use.
21. Public utility and public service use.
22. School – commercial or trade.
23. Sheltered care facility.
24. Television and radio tower, antenna support structure, church spire, belfry, monument, tank, water and fire tower, stage tower or scenery loft, cooling tower, ornamental tower, and spire, chimney, elevator bulkhead, conveyor and flag pole which exceed the maximum height¹⁸.

(C) ACCESSORY BUILDING AND USES

1. Storage garage and parking lot.
2. Accessory buildings may be located in a rear yard but not occupy more than 30% of a rear yard. If within 10' of a principal building, then it must observe the same side yard requirements for a principal building. If more than 10' from a principal building, then it must be at least 60' from the front street line and 3' from both the side and rear yards.

(D) MINIMUM YARD AND LOT REQUIREMENTS

1. Front yard: None.
2. Rear yard: 10' in depth.

10-4-14: C2 COMMUNITY COMMERCIAL DISTRICT (continued)

3. Side yard: None. A 20' side yard is required when the property adjoins or is across the alley from a residential district.
4. Lot area: 9,000 sq. ft.
5. Lot width:
 - a. Interior lot - 75';
 - b. Corner lot - 90'.
6. Lot depth: 125'.²⁴

(E) MAXIMUM HEIGHT

1. 35'.
2. Special Uses may be erected to a height not exceeding 45', and churches and temples may be erected to a height not exceeding 75', if the building is set back from each yard line at least 2' for each foot of additional building height above the height limit otherwise permitted in the district.
3. The height of a television or radio tower, antenna support structure, church spire, belfry, monument, tank, water and fire tower, stage tower or scenery loft, cooling tower, ornamental tower, and spire, chimney, elevator bulkhead, conveyor and flag pole shall be specified in the ordinance granting a special use permit.¹⁸

(F) SIGNS, FENCES AND OBSTRUCTIONS IN YARDS

1. Signs as per Sign Ordinance.
2. Screening required pursuant to Section 10-5-13 (L).
3. See Section 10-5-5: YARDS.¹⁹

(G) PARKING AND LOADING REQUIREMENTS

1. All buildings except those specified below: One space for each 250 sq. ft. of floor area.
2. Automobile sales: Three spaces for each 1,000 sq. ft. of gross floor area, plus 1 space for each 2,000 sq. ft. of gross land area.³
3. Car wash: One space for each 2 employees, plus reservoir parking space or stacking space equal to 5 times the maximum capacity of the washing unit.³

10-4-14: C2 COMMUNITY COMMERCIAL DISTRICT (continued)

4. Club and lodge: One space for each 300 sq. ft. of gross floor area.
5. Commercial or trade school: One space for each 2 students, based on design capacity.
6. Day care center: One space for each 800 sq. ft. of gross floor area.
7. Eating or restaurant establishment: One space for each 3 seats provided in eating or drinking areas.
8. Indoor theater: One space for each 3 seats.
9. Medical and dental clinic: One space for each 200 sq. ft. of the gross area used for clinic.
10. Private school: One space for each 4 students, based on design capacity.
11. Sheltered care facility: One space for each 1,200 sq. ft. of gross floor area.
12. Additional off-street parking and loading requirements are found in the "Supplementary District Regulations."

Five Corners

Target Area 3 consists of Five Corners, a small grouping of commercial, public, institutional and residential properties near the intersection of Main Street, St. Charles Road and Geneva Road, at the northern "gateway" to the Village. It encompasses land within Glen Ellyn as well as properties within unincorporated DuPage County.

Five Corners has traditionally functioned as a small neighborhood service area for Glen Ellyn's northern neighborhoods, the adjacent unincorporated area, and passing motorists. It is also the site of Stacy's Tavern Museum, which is listed on the National Register of Historic Places.

While Five Corners is fully developed, it is characterized by a few vacant properties, deferred maintenance, traffic circulation concerns, and a less than desirable overall image and appearance. Much could be done to revitalize Five Corners as a neighborhood service area, a showcase for local history, and an attractive gateway to the Glen Ellyn community.

Planning Influences

Several factors will influence opportunities for improvement and development within Five Corners. Planning influences, highlighted in Figures 20 and 21, include: a) existing land-use, b) building conditions, c) current zoning, d) access and circulation, e) parking, and f) appearance and character.

- **Existing Land-Use.** The Five Corners area consists of commercial, residential, public and institutional uses.

Commercial uses are located along the Main Street frontage from Emerson Avenue south to Elm Street. Existing uses include a White Hen Pantry, two dry cleaning establishments, a real estate office, a gas station, two auto repair shops, and other small retail and service uses.

Single-family residential uses border the commercial area on all sides. Residential areas include Glen Ellyn's attractive and well-maintained neighborhoods south of St. Charles/Geneva Road, and unincorporated neighborhoods to the north. There have been several new homes constructed on "in-fill" lots both within and outside the Village.

Five Corners also includes several notable public and institutional uses including Forest Glen Elementary School, the Administrative Center for School District #41, the Montessori Academy, and Stacy Park.

Stacy's Tavern Museum is located on Geneva Road just west of Main Street. The Glen Ellyn Historical Society has prepared a long-range plan to assemble and redevelop adjacent properties as a local "Historical Center" focused around Stacy's Tavern and a reconstructed Yalving House, which was moved from its original location and is now in storage.

- **Building conditions.** While there appear to be few major structural deficiencies, a number of buildings within Five Corners would benefit from minor maintenance and repair. These include several commercial properties along Main Street, several homes in the

unincorporated area, and a few homes along St. Charles/Geneva Road in Glen Ellyn.

- **Zoning.** Current zoning generally reflects the existing land-use pattern.

Commercial properties within the Village are zoned C2: Community Commercial. This district is intended to accommodate limited neighborhood retail, community and neighborhood services, and offices. There are no front yard, side yard or lot coverage requirements within this district. The maximum building height varies from 35 to 45 feet, depending on site conditions.

Residential properties in Glen Ellyn are zoned R2, which is the Village's predominant single-family zoning district.

DuPage County zoning regulates the unincorporated portion of Five Corners. Commercial properties are zoned either B1: Local Business, or B2: General Business, and residential properties are zoned R4: Single-Family.

- **Access and circulation.** The Five Corners area has good accessibility. St. Charles Road, Geneva Road and Main Street north of St. Charles Road are all classified as minor arterial streets. Main Street south of St. Charles Road is classified as a Village arterial. These streets provide convenient connections to other activity areas and highways. Traffic signals exist at the intersection of Main Street, St. Charles Road and Geneva Road, and at the intersection of Main and Elm Streets.

The primary traffic issues within Five Corners relate to the intersection of Main Street, St. Charles Road and Geneva Road.

Several streets carrying relatively heavy traffic converge at this intersection, creating significant capacity problems during peak travel periods. In addition, the "five corners" configuration of the intersection is difficult to signalize because of the number of different crossing movements.

The Village is currently working with the DuPage County Division of Transportation to devise an improvement plan for the Five Corners intersection that would simplify traffic operations and increase traffic capacity.

- **Parking.** Commercial uses within Five Corners are served by small, separate off-street parking lots served by individual access drives. Most parking lots are located either in front or at the side of commercial buildings, and several have deteriorated or gravel surfaces. Curb parking is not permitted within Five Corners.

- **Appearance and Character.** While the neighborhoods south of St. Charles/Geneva Road are attractive and well maintained, other parts of Five Corners are characterized by a less than desirable image and character.

Most of the commercial buildings have a tired and dated appearance and several are in need of repair. Parking lots are not well screened or landscaped, and some have surfaces in poor condition. A few of the commercial uses have unattractive outdoor storage areas that are highly visible from the street.

There are no distinctive streetscape treatments along the roadways that pass through Five Corners, and several street sur-

faces are in poor condition. Traffic signals and public signage are outdated, overhead utility lines cross the area, and there are few pedestrian amenities. Most streets within the unincorporated neighborhoods do not have curbs, gutters or sidewalks, and the parkways along most of these streets are poorly maintained.

Improvement and Development Guidelines

Five Corners should be revitalized as a neighborhood service area, a showcase for local history, and an attractive gateway to the Glen Ellyn community.

Existing businesses should be upgraded, and limited and compatible new commercial development should be promoted. Existing public and institutional uses should be maintained and enhanced as focal points within the area. Residential areas in need of improvement should also be upgraded.

The overall image and appearance of Five Corners should be significantly improved, including sites and buildings, public and private signage, and design treatments along the public rights-of-way. The southwest quadrant of the intersection of Main Street and St. Charles Road should be improved as a local Historical Center centered on Stacy's Tavern and other historic buildings.

Improvement and development recommendations for Five Corners are described below and highlighted in Figures 22 and 23. Recommendations relate to: a) land-use, b) sites and buildings, c) streets and transportation, d) parking, and e) streetscape and open spaces.

LAND-USE:

- Five Corners should continue to consist of a mix of small retail, service, residential, public and institutional uses.
- The commercial portion of Five Corners should remain small and compact. Commercial uses should be limited to the frontage properties along Main Street from Emerson Avenue south to Elm Street, and the properties that "turn the corner" at the intersection of Main Street and St. Charles Road. The Five Corners commercial area should not undergo expansion into the adjacent neighborhoods.
- The Village should encourage the enhancement of existing businesses and the improvement of properties in decline, and should promote high-quality new development and redevelopment in selected locations.
- Commercial uses should be oriented primarily to the needs of surrounding residents and motorists who pass through the area. Five Corners should not compete with or detract from the commercial prominence of nearby Downtown Glen Ellyn.
- Plans should continue to be refined for reorganizing the southwest quadrant of Five Corners as an Historical Center focused around Stacy's Tavern and the Yalding House, as described in more detail below.

Character of Five Corners

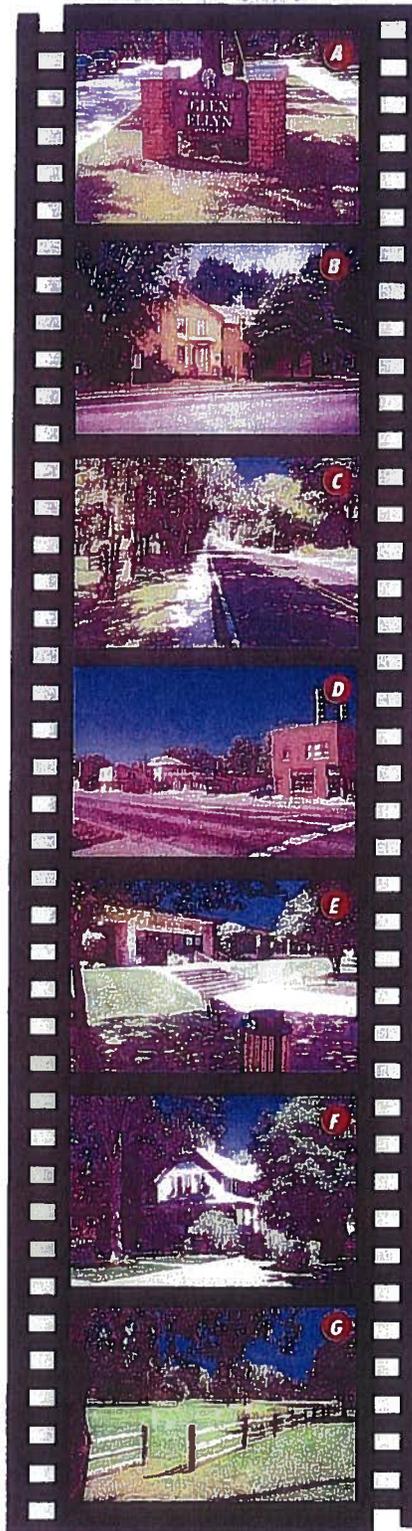
Figure 20

Five Corners: Planning Influences

Five Corners is a small grouping of commercial, institutional and residential properties near the intersection of Main Street, St. Charles Road and Geneva Road, at the northern "gateway" to the Village. It encompasses land within Glen Ellyn, as well as properties within unincorporated DuPage County.

Five Corners has traditionally functioned as a neighborhood service area for Glen Ellyn's northern neighborhoods, the adjacent unincorporated area, and passing motorists. It is also the site of Stacy's Tavern Museum, a structure with local historic interest.

Several factors will influence opportunities for improvement and development within Five Corners. Planning influences, highlighted in Figure 15, include: a) existing land-use, b) building conditions, c) current zoning, d) access and circulation, e) parking, and f) appearance and character.

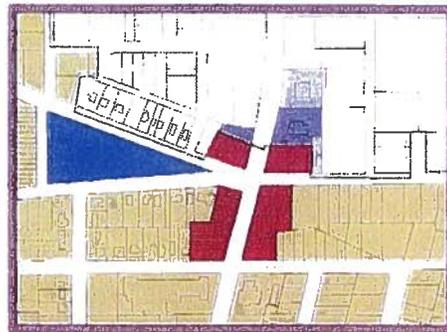


Character of Five Corners...

Five Corners has a traditional "small-town" image and character:

- A** - Five Corners serves as the northern "gateway" to the Village of Glen Ellyn;
- B** - An "Historical Center" has been proposed adjacent to Stacy's Tavern Museum;
- C** - Several arterial routes converge at the Five Corners intersection;
- D** - Most existing commercial buildings need site and building improvements;
- E** - Forest Glen Elementary School is an important neighborhood focal point;
- F** - Older neighborhoods border Five Corners, and many homes have historic interest; and
- G** - Stacy Park is an attractive open space and recreational area.

Current Zoning



Current Zoning: Glen Ellyn

- C2 - Community Commercial
- R2 - Single-Family Residential
- CR - Conservation/Recreation

Current Zoning: DuPage County

- B1 - Local Business
- B2 - General Business
- R4 - Single-Family Residential

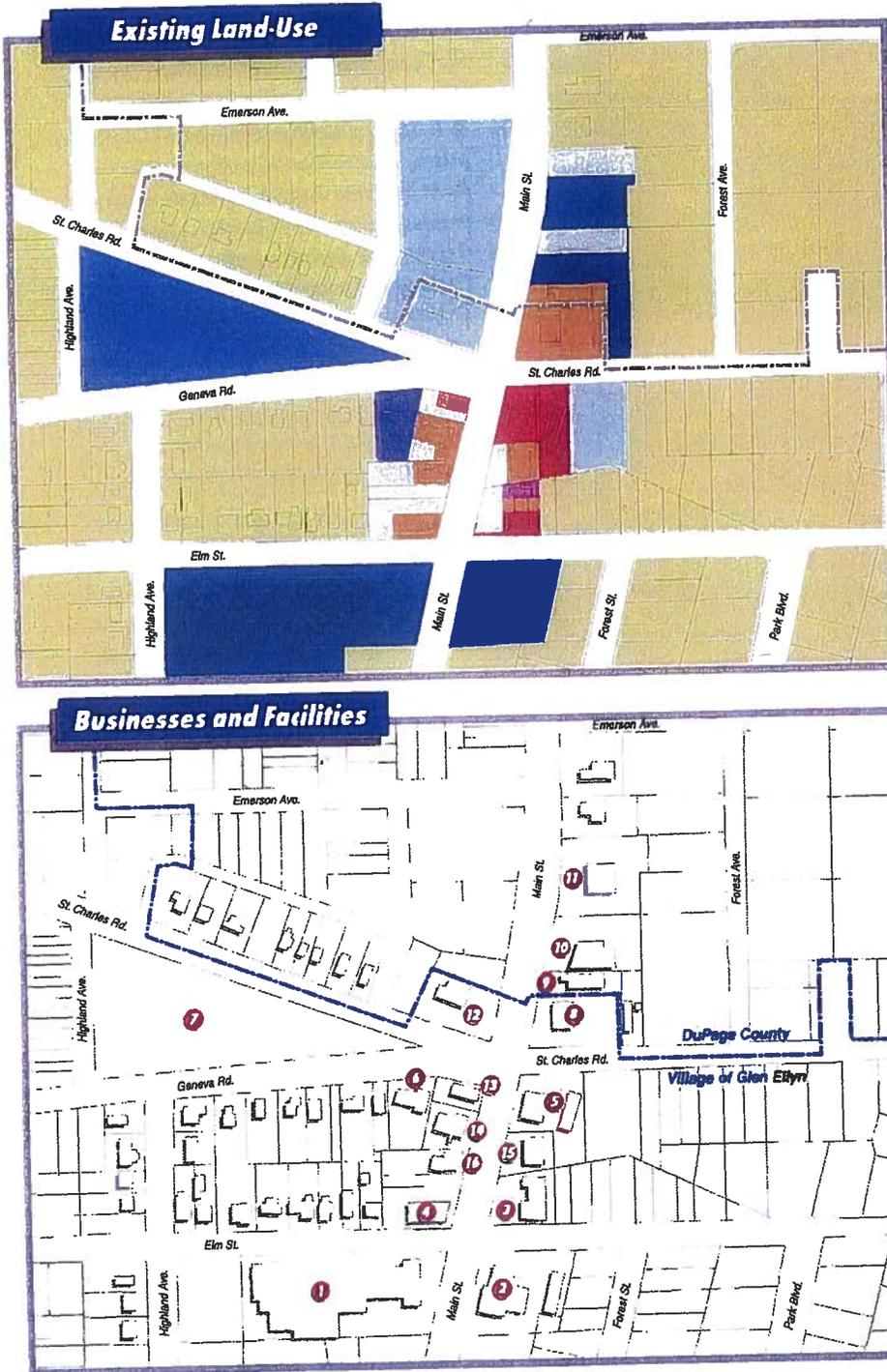


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Figure 21

Five Corners: Existing Uses and Facilities



Existing Land-Use:

- Retail
- Commercial service
- Restaurant
- Office
- Public
- Educational
- Parking
- Parks and open space
- Single-family residential
- Vacant land or building

Businesses & Facilities:

- 1 - Forest Glen Elementary School
- 2 - Administrative Center for School District #41
- 3 - White Hen Pantry, Barber Shop, Pizzeria
- 4 - Century 21 Real Estate
- 5 - Speed Way Gas
- 6 - Stacy's Tavern Museum
- 7 - Stacy Park
- 8 - Village Garage
- 9 - Larry's Auto Body
- 10 - KCW Environmental Consultants
- 11 - Montessori Academy
- 12 - Vacant Gas Station
- 13 - Five Corners Florist, Photographer
- 14 - Five Corners Cleaners
- 15 - Main Cleaners
- 16 - Chiropractor, Nail Salon

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- New uses that would strengthen, enhance and complement the historical focus and character of Five Corners should be encouraged. For example, small restaurants and gift shops might be developed to serve visitors of the proposed Historical Center.
- Adjacent residential neighborhoods, which contribute to the overall character of Five Corners, should be maintained and protected. Homes in poor condition should be repaired. It should be noted that Churchill Park Subdivision, a new residential development currently being reviewed for the southeast corner of St. Charles and Bloomingdale Roads just west of Five Corners, will further strengthen and enhance the residential quality and character of this portion of Glen Ellyn.
- The Village should consider annexing the unincorporated properties immediately adjacent to Five Corners in order to ensure direct control over the type, quality and character of future improvements and developments in the area. While this is particularly important for the commercial properties, it is also desirable in residential areas as well.

SITES and BUILDINGS:

- Although most existing commercial and residential buildings within Five Corners appear to be structurally sound, several are characterized by deferred maintenance. All deficient buildings should be repaired and rehabilitated as required.
- Most commercial buildings are characterized by a tired and dated appearance and would benefit from a "facelift." Appearance

improvements should focus on exterior surface materials, signs, colors, awnings and canopies, and related design features. Updated storefront treatments would do much to improve the image and appearance of individual buildings and the Five Corners area as a whole.

- More design consistency and compatibility should be promoted among buildings within the same block. At a minimum, signage, colors and materials should be similar or compatible.
- Building improvements and new developments should help promote a new traditional scale and character for Five Corners. Buildings should be one- to two-stories in height and should complement the scale and character of adjacent neighborhoods. Traditional exterior building materials such as brick, shingles, limestone and wood clapboard siding should be encouraged. Pitched roofs, which are representative of the traditional character of buildings in Glen Ellyn, should be promoted.
- As commercial improvements and redevelopment take place, the Village should encourage the grouping and clustering of buildings within the same block to permit the coordination of buildings, parking areas, access drives and pedestrian amenities.
- In addition to new street trees and landscaping along the public right-of-way, more extensive landscaping of private properties should be encouraged. Landscaping can effectively screen and buffer parking and service areas, and can emphasize major

access points to commercial properties.

- The rear portions of commercial properties should be clean, well maintained and clear of trash and debris. Trash receptacles, dumpsters, service areas and outdoor storage facilities should be well maintained and attractively screened. Chain-link fencing is not appropriate within Five Corners.
- The Village should work with property owners and developers to address storm water planning within Five Corners on a comprehensive, area-wide basis.

STREETS and TRANSPORTATION:

- The Village should continue to work with DuPage County to implement improvement plans for the intersection of Main Street, St. Charles Road and Geneva Road that will improve traffic flow and traffic safety, and complement and enhance land development plans for the Five Corners area.
- Street surfaces in poor condition should be repaired. While surface conditions do not necessarily affect traffic circulation or safety, they do detract from the overall image and appearance of the Five Corners. The replacement of older traffic signals with more distinctive new fixtures should also be considered.
- Pedestrian crosswalks should be improved within Five Corners. This is important for the safety of children and other residents moving between different parts of the community. Special paving materials might be used to designate crosswalks.

- The Village should work with DuPage County to determine if limited new median treatments might be appropriate as part of the traffic operational improvements near the intersection of Main Street and St. Charles / Geneva Road. A small landscaped median could help improve traffic flow, enhance pedestrian safety, and improve the image and appearance of the intersection.
- The Village should also work with DuPage County to develop a bicycle facility along Main Street extending from the Great Western Trail south to Elm Street to provide improved bicycle access to the area.
- The condition of streets and rights-of-way within currently unincorporated residential neighborhoods should be improved. If these areas are annexed into the Village, neighborhood streets should be equipped with curbs, gutters and sidewalks on at least one side of the street.

PARKING:

- An adequate supply of parking should be provided on-site to serve all commercial, public and institutional uses within Five Corners. Where possible, parking lots should be located behind buildings or in mid-block locations. Parking lots along major streets should be attractively edged with landscaping and decorative amenities.
- Small, separate parking lots within the same block should be combined and redesigned to improve access and internal circulation, and to provide additional spaces.

- A few existing parking lots within Five Corners are characterized by cracked or gravel surfaces, holes or depressions, poor drainage, and general disrepair. All parking areas should be paved, striped and have surfaces in good condition, unless there are compelling historic reasons for retaining unimproved parking in certain locations.

STREETSCAPE and OPEN SPACES:

- Streetscape improvements should be undertaken to visually unify the Five Corners area and make it more attractive and convenient for visitors and pedestrians. The Village should establish guidelines for street trees, light fixtures, paving materials, signs, and other streetscape features. Streetscape treatments should reflect the traditional and historic qualities of the Five Corners area.
- Public and directional signage should be improved. New signage should better direct motorists and visitors to points of interest within Five Corners, such as the Historical Center, and also to other Glen Ellyn destinations, such as Downtown.
- Pedestrian amenities such as benches, bike racks, trash receptacles and other conveniences should be provided where space permits, particularly in proximity to the proposed Historical Center.
- Even though small “welcome” signs already exist, more extensive gateway design features should be considered where Main Street actually enters the Village. Gateway design features could include a special sign utilizing the Village logo, trees, shrubs,

flowers, and perhaps a sculptural element.

- To supplement the gateway signs, additional improvements should be undertaken at Main Street and St. Charles Road to emphasize the historic importance of this intersection. Small design treatments would be desirable at each corner of the intersection, perhaps including signage and accent landscaping. Special paving materials or decorative design treatment might also be considered for the street surface at this key intersection.
- Stacy Park is an important recreational and visual amenity for the Five Corners area. The proposed Historical Center will be an important new open space addition. Additional opportunities for small parks, plazas and open space accents should be explored in the future. For example, a new design element might be considered at the east end of Stacy Park as a more prominent focal point for the area.

In addition to the recommendations outlined above, it is further suggested that the Village consider renaming Five Corners to “Stacy’s Corners,” as suggested by the Historical Society, to further promote historical connotations and enhance the distinctive character of this particular area.

Potential Improvement and Development Sites

Even though Five Corners is fully developed and most existing uses are viable, there will be opportunities for development and redevelopment in the future.

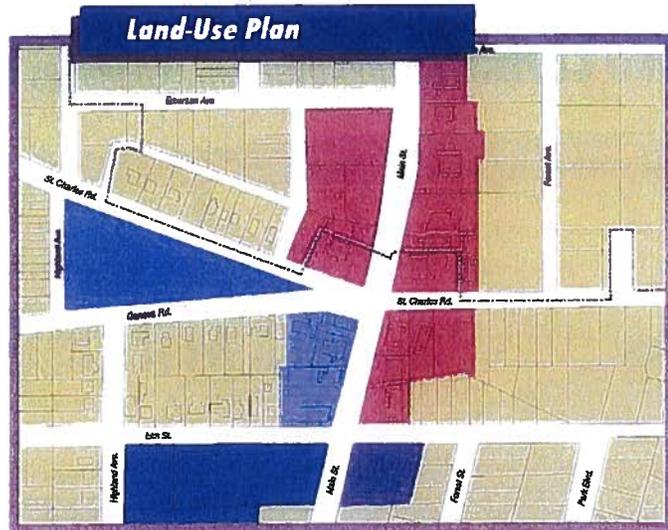
Figure 22

Five Corners: Land-Use Plan

Five Corners should be revitalized as a neighborhood service area, a showcase for local history, and an attractive gateway to the Glen Ellyn community.

Existing businesses should be upgraded, and limited and compatible new commercial development should be promoted. Existing public and institutional uses should be maintained and enhanced as focal points within the area. Residential areas in need of improvement should also be upgraded.

The overall image and appearance of Five Corners should be significantly improved, including sites and buildings, public and private signage, and design treatments along the public rights-of-way.



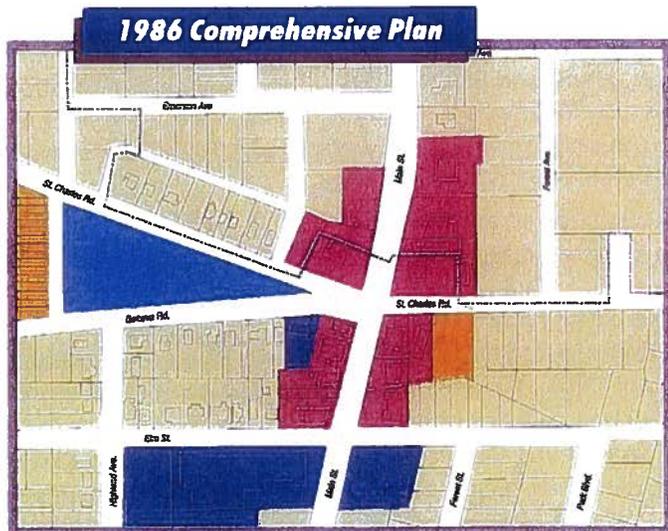
Land-Use Plan:

While the Land-Use Plan for Five Corners is similar to the 1986 Comprehensive Plan, it differs from the previous plan in several ways:

- The southwest quadrant of Five Corners is designated as a mixed-use local "Historical Park" suitable for museum and recreational uses and limited commercial development;
- The small vacant parcel along the south side of St. Charles Road just east of Main Street is designated for commercial use; and
- The west side of Highland Avenue between St. Charles and Geneva Roads is maintained for single-family use.

Land-Use Plans:

- Neighborhood Commercial
- School
- Public/Semi-Public
- Mixed-Use "Historical Center"
- Multi-family Residential
- Single-Family Residential
- Park/Open Space

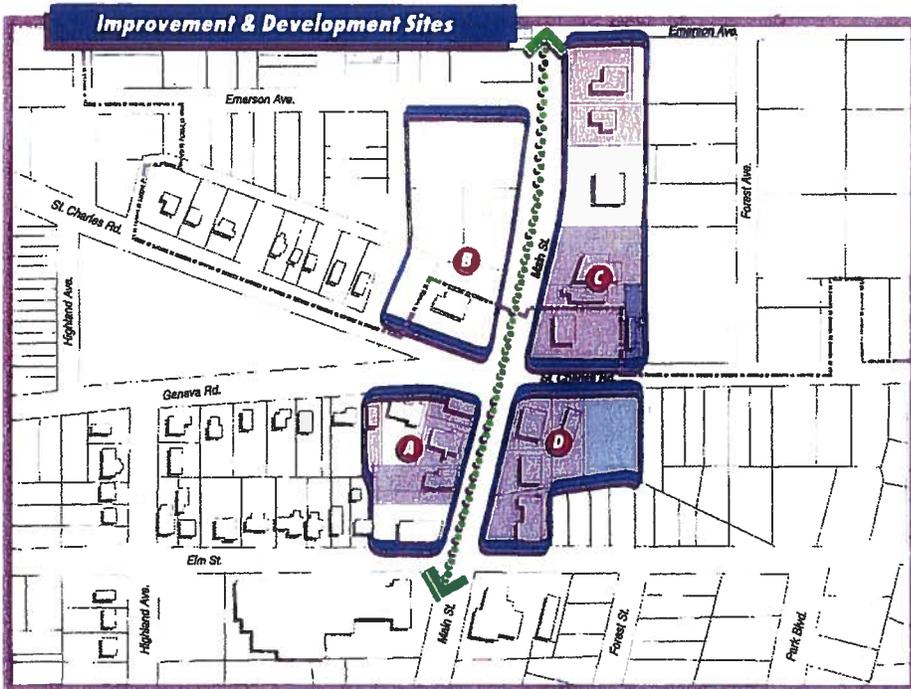
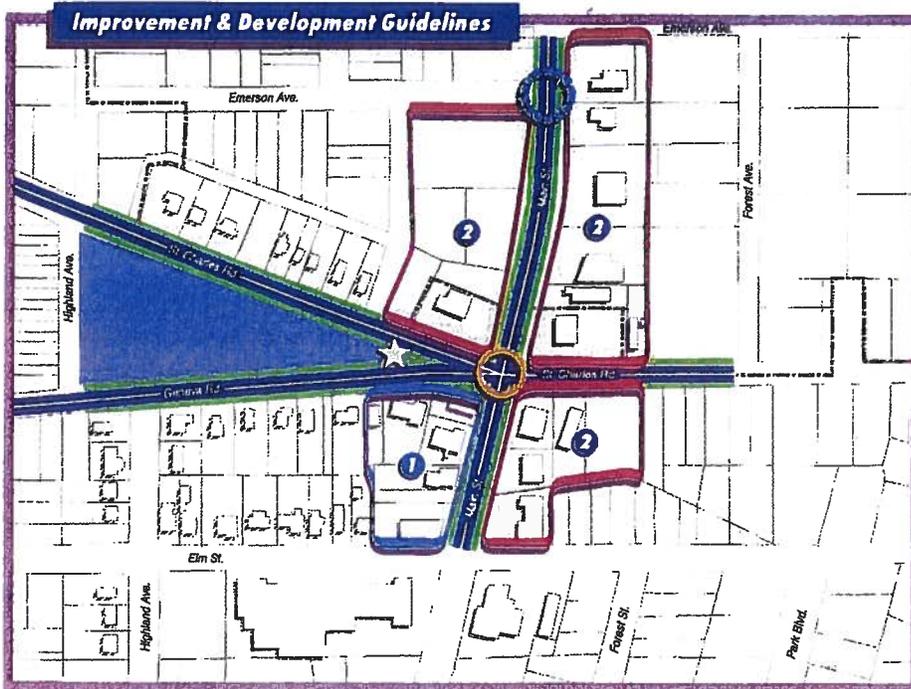


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Figure 23

Five Corners: Improvement Guidelines



Improvement Guidelines:

-  Work with DuPage County to improve traffic flow and safety at the Five Corners intersection.
-  Undertake streetscape improvements along each of the primary roadways that converge at Five Corners.
-  1 Work with the Historical Society to refine plans for an Historical Center near Stacy's Tavern Museum.
-  2 Improve and enhance the other three quadrants of Five Corners for neighborhood-oriented retail and service uses; promote improvement of existing businesses and compatible redevelopment.
-  3 Provide more extensive "gateway" design treatments where Main Street enters the Glen Ellyn community.
-  4 Undertake additional unifying design enhancements at each corner of the Five Corners intersection.
-  Consider providing a new design element at the east end of Stacy Park.

— Maintain, protect and upgrade adjacent neighborhoods. Consider annexing the commercial properties within Five Corners to ensure Village control over future development.

Improvement & Development Sites:

- Projects either underway or being discussed (see text).
-  Vacant buildings and land parcels should be reused or redeveloped.
-  Marginal and underutilized properties should be replaced with new development.
-  Residential properties that may be subject to redevelopment.
-  Sound and viable businesses that would benefit from building or site improvements.
-  B Clusters of properties that may represent special opportunities for improvement or development (see text).

 Proposed bicycle facility.

While change could conceivably occur anywhere within Five Corners, there are several properties that appear to be susceptible to change in the future. They include vacant parcels and buildings; marginal and underutilized properties; older and/or obsolete buildings; and properties where reuse or redevelopment is already being discussed.

It should be emphasized that the inclusion of sites in this section does not imply that redevelopment will occur or that redevelopment is necessarily recommended as a part of the Comprehensive Plan. Rather, it suggests that these properties appear “susceptible” to change in the near future, or that they represent opportunities for new development. Because of this, the new Plan specifies the type and character of new development to be promoted, if change does indeed take place.

Potential improvement and development sites within Five Corners, highlighted in Figure 23, include the following:

- **Projects underway or under discussion.** A few projects are either underway or being discussed within Five Corners:
 - a) A Walgreen’s store, possibly including one or more additional commercial uses, has been proposed for the vacant block bounded by Main, St. Charles, Stacy and Emerson;
 - b) The Village and the DuPage County Division of Transportation are currently developing plans for improving traffic circulation at the intersection of Main Street, St.

Charles Road and Geneva Road; and

- c) The Historical Society has prepared preliminary plans for reorganization and redevelopment of the southwest quadrant of the Five Corners intersection as a local Historical Center.
- **Vacant properties.** There are a few vacant buildings and land parcels scattered throughout Five Corners. Vacant properties should be reused or redeveloped for building development, parking or public open space.
 - **Marginal or underutilized properties.** While Five Corners has no truly “incompatible” uses, buildings or activities that may represent an underutilization of land in this particular area occupy several properties. These properties should eventually be replaced with new development.
- While the redevelopment of marginal and underutilized properties should be encouraged, it should be noted that Five Corners has historically been a location for gas stations, repair shops, dry cleaners and other uses that typically require environmental remediation prior to redevelopment.
- **Other commercial sites in need of improvement.** This category includes other sites currently occupied by sound and viable businesses that would benefit from building or site improvements in the future. It is conceivable that these properties could be redeveloped or combined with nearby properties for redevelopment.

- **Residential areas in need of improvement.** This category highlights several single-family areas that are characterized by deferred maintenance and other concerns. In general, these properties should be improved, upgraded and enhanced.

OPPORTUNITY SITES:

Figure 23 highlights several clusters of properties within Five Corners that may represent opportunities for small new retail, service, office and public use development during the 10-year “horizon” of the Comprehensive Plan. The overall type, quality and character of new development to be considered at each location is described below. The Village should continue to review and analyze these sites in the future.

In essence, each site encompasses one quadrant of the Main Street, St. Charles Road, Geneva Road intersection. To the extent possible, it is recommended that each quadrant be planned, improved and upgraded as an overall unit, regardless of whether existing uses are retained or redeveloped.

- **Site A** encompasses the southwest quadrant of the intersection. It currently includes several commercial buildings along Main Street, which house a florist, a dry cleaner, a beauty salon, a chiropractor, and a real estate office, as well as paved and unpaved parking lots. In addition, Stacy’s Tavern Museum is located along Geneva Road just west of Main Street.

The Village should work with the Historical Society to refine plans for a local Historical Center in Site A. The Historical Center should be focused around

Stacy's Tavern, the reconstructed Yalding House, and other indoor and outdoor facilities.

While the Historical Society's initial plans called for removal of most of the commercial buildings along Main Street, the possibility of including a small commercial component adjacent to the park should be considered, either within existing buildings or new construction. Commercial buildings should be designed to reflect the historic character of the park. The Village should also ensure that adequate, convenient and attractively designed off-street parking is provided to serve the new Historical Center.

As the Historical Center concept is refined during the next few years, consideration might be given to retaining small sites in the area to accommodate historic structures now located elsewhere in Glen Ellyn that might require relocation for various reasons in the future.

- **Site B** includes the northwest quadrant of the intersection. It currently includes a vacant gas station property and vacant land.

The Village should continue negotiations with Walgreen's for a new pharmacy and related convenience commercial uses at this site. The Walgreen's project should be viewed a major new focal point for Five Corners and it should demonstrate a strong new commitment to improvement and revitalization of this neighborhood service area.

The Village should work with Walgreen's to achieve distinctive, high-quality building construction and site design for this project. In particular, building

and site improvements should reflect the traditional scale and historic character that the Village wishes to promote in the Five Corners area.

- **Site C** encompasses the northeast quadrant of the intersection. It currently includes two auto repair shops, two office uses, the Montessori Academy and two single-family homes that front Main Street just south of Emerson Avenue.

Site C is a suitable location for convenience retail, service or office uses. While the site contains several sound and viable existing uses, it may also have potential for redevelopment in the future. Various properties might be redeveloped separately, or several parcels might be combined to accommodate larger-scale new development.

Good accessibility and visibility, a somewhat larger size, and extended frontage along Main Street should enhance the development potential of this site. However, the presence of several auto-related uses may require clean-up prior to new development.

Since this site occupies a prominent and highly visible location, all improvements and new developments should be characterized by high-quality design and construction. Landscaping, site and building improvements should be undertaken to enhance the appearance of any existing businesses to remain. Parking lots and storage areas should be upgraded and landscaped more attractively.

The small converted residential structure along the north side of

St. Charles Road just east of Main Street should eventually be removed.

In addition, a consolidated stormwater storage facility should be considered in or adjacent to Site C.

- **Site D** encompasses the southeast quadrant of the intersection. It currently includes a gas station, a dry cleaning establishment, and a small convenience center with a White Hen Pantry and two other commercial uses. In addition, a small vacant land parcel is located along the south side of St. Charles Road just east of the gas station.

Site D is a suitable location for convenience retail, service or office uses. While the site contains several viable existing uses, it may also have potential for redevelopment. Various properties might be redeveloped separately, or several parcels might be combined to accommodate larger-scale new development.

Since this site occupies a prominent and highly visible location, all improvements and new developments should be characterized by high-quality design and construction. Landscaping, site and building improvements should be undertaken to enhance the appearance of any existing businesses to remain. Parking lots and storage areas should be upgraded and landscaped more attractively.

The small vacant parcel along the south side of St. Charles Road should be designated for commercial use, which would allow for expansion of the existing business or create a larger, more attractive site for redevelopment.

