NOTE: MEETING IS BEING TAPED AND ALSO TELEVISED ON WIDEOPENWEST CHANNEL 6, AT&T CHANNEL 99, AND COMCAST CABLE SERVICES CHANNEL 10. ALL MATTERS ON THE AGENDA MAY BE DISCUSSED, AMENDED, AND ACTED UPON.

Agenda
Village of Glen Ellyn
Village Board Meeting
Monday, September 24, 2012
8:00 p.m. – Galligan Board Room

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Village Recognition:

   A. A grateful resident emailed Public Works to thank Greg Garcia and Victor Zarate of the Forestry Division for the timely work done in removing a broken limb on a parkway tree in front of his home.

   B. Letters were received from NAMI (National Alliance on Mental Illness), Bridge Communities, and the People's Resource Center thanking the Village for providing a grant through the 2012 Community Grant Program.

   C. The Village accepts the resignations of Piotr Szczesniewski, student member of the Zoning Board of Appeals, and of Shannon Cooney, student member of the Finance Commission, and thanks them for their service.

   D. The Village Board and Management Team congratulates the following employees who recently celebrated an anniversary as a Village employee:

David Fries	Facilities Maintenance	10 Years
Joseph Nemchock	Police Department	10 Years

5. Audience Participation

   A. 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 McGinley)*

A. Village Board Meeting Minutes:

1. September 10, 2012 Regular Workshop
2. September 10, 2012 Regular Meeting

B. Total Expenditures (Payroll and Vouchers) - $2,210,877.67.

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

C. Ordinance No. 6072, an Ordinance Granting Exterior Appearance Approval for the Glen Ellyn Chamber of Commerce to be Located at 810 North Main Street. *(Planning and Development Director Hulseberg)*

D. Ordinance No. 6073, an Ordinance Approving Variations from the Lot Coverage Ratio and Front Porch Setback Requirements of the Zoning Code to allow a Building Addition and an Open Front Porch for Property at 596 Phillips Avenue. *(Planning and Development Director Hulseberg)*

E. Ordinance No. 6074-VC, an Ordinance Amending the Village Code Title 4, Building Regulations, Chapter 1, (Building Code) to Establish Stormwater Fees. *(Planning and Development Director Hulseberg)*

F. Ordinance No. 6075-VC, an Ordinance Amending the Village Code Title 4, Building Regulations, Chapter 8, (Tree Preservation) to Increase Tree Preservation Fees. *(Planning and Development Director Hulseberg)*

G. Ordinance No. 6076-VC, an Ordinance Amending Title 4 (Building Regulations) of the Village Code to Create a New Application Fee for Amendments to Approved Planned Unit Development Plans. *(Planning and Development Director Hulseberg)*

H. Ordinance No. 6077, an Ordinance Designating the Property at 716 Crescent Boulevard, Glen Ellyn, IL as a Glen Ellyn Local Landmark. *(Assistant to the Village Manager Schrader)**

I. Ordinance No. 6078-VC, an Ordinance to Amend the Liquor Control Code Chapter 19 of Title 3, Section 12 (Restriction on Number of Licenses) of the Village Code of Glen Ellyn, Illinois, to Decrease the Number of Permitted Class A-1 Liquor Licenses.

J. Motion to approve a contract with National Power Rodding Corp. of Chicago, IL for the 2012 Sewer Televising Contract to be expensed to the FY12/13 Sewer Fund at a total cost not-to-exceed $38,000. *(Public Works Director Hansen)*

K. Motion to approve an invoice with Mondi Construction Inc. of Roselle, IL in the amount of $20,730 for concrete pavement repair work to be expensed to the FY12/13 Capital Projects Fund. *(Public Works Director Hansen)*

L. Motion to approve a construction contract with DiNatale Construction of Addison, IL for the 2012/2013 Sidewalk, Curb and Concrete Street Rehabilitation Program, in the not-to-exceed amount of $85,000 (including a 14% contingency), to be expensed to the FY12/13 Capital Projects Fund. *(Public Works Director Hansen)*

M. Motion to approve award of a Forestry Consultant Contract to Osage Inc. to be expensed to the General Fund. *(Public Works Director Hansen)*

N. Motion to approve an engineering services agreement with Rempe-Sharpe & Associates, Inc. of Geneva, IL for design of the new Duane – Glenwood Metra Parking Lot, in the amount of $30,000 (including a 15% contingency) to be expensed to the FY12/13 Parking Fund. *(Public Works Director Hansen)*

O. Motion to approve an engineering services agreement with Strand & Associates Inc. of Joliet, IL for the Roosevelt Road Water Main Replacement Study in the amount of $26,000 (including an 8% contingency) to be expensed to the FY12/13 Water Fund. *(Public Works Director Hansen)*

7. Motion to approve award of a construction contract to G & M Cement Construction of Addison, IL for the Base Bid Only Part of the 2012 Crescent Boulevard Sidewalk Extension Project, in the amount of $215,000 (including a 5% contingency), to be expensed to the FY12/13 Capital Projects Fund. *(Trustee Henninger)*

   Public Works Director Julius Hansen will present information on the 2012 Crescent Boulevard Sidewalk Extension Project. The proposed project includes approximately 2,000 ft. of new sidewalk on the south side of Crescent between Roger Road and the current Village limits and other drainage and shoulder improvements required to construct the walkway.

8. Motion to approve a development agreement between the Village of Glen Ellyn and Haggerty Chevrolet. *(Trustee Cooper)*

   Village Manager Mark Franz will present information on the proposed development agreement between the Village and Haggerty Chevrolet.

9. Recreation Director Matt Pekarek will present information on the award of a construction contract for the Village Links Improvements Project. This project provides a variety of updates to the clubhouse and surrounding property, including a clubhouse addition, renovated and additional parking and expansion of the driving range tee. *(Trustee Ladesic)*

   A. Motion to award a construction contract to E.P. Doyle & Son, of Wheaton, IL in the amount of $5,394,841, which includes the base bid for the Village Links Improvement Project and Alternate Number 6 to build a concrete sidewalk with curb, to be expensed to the Recreation Fund.

   B. Motion to amend the FY 2012-13 Budget to include a revenue increase in the Recreation Fund of $5,000,000 in Bond Proceeds and $350,000 transfer from the Capital Projects Fund and amend the Recreation Fund to include a $6,300,000 capital expenditure.

10. Ordinance No. 6080, an Ordinance Providing for the Issuance of Not-To-Exceed $5,200,000 General Obligation Bonds, Series 2012, of the Village of Glen Ellyn, DuPage County, Illinois, Authorizing Designated Officers to Sell Said Bonds by the Execution of a Bond Order, and Providing for the Levy and Collection of a Direct Annual Tax Sufficient for the Payment of the Principal of and Interest On Said Bonds. *(Trustee McGinley)*

    Finance Director Kevin Wachtel will present information on the recommendation to adopt an ordinance authorizing Village officials to execute the sale of bonds for the Village Links Improvements Project.

11. Reminders:

    - Meet Mayor Mark on Monday, October 1 from 7:00 p.m. - 8:30 p.m. in the Galligan Board Room of the Glen Ellyn Civic Center.

    - The next Regular Village Board Meeting is scheduled for Monday, October 8, 2012, with the Special Workshop beginning at 7:30 p.m. and the Regular Board Meeting beginning at 8:00 p.m. in the Galligan Board Room of the Glen Ellyn Civic Center.

12. Other Business?

13. Adjournment

14. Press Conference

Minutes
Village Board Workshop
Glen Ellyn Village Board of Trustees
September 10, 2012

A-6A,

Time of Meeting: 7:00 p.m.

Present: President Pfefferman; Trustees Hartweg, Henninger and Ladesic; Trustee McGinley at 7:04 p.m. Deputy Village Clerk Solomon; Attorney Krafthefer; Staff present: Village Manager Franz, Assistant to the Village Manager Schrader, Police Chief Norton, Finance Director Wachtel, Planning and Development Director Hulseberg and Economic Development Coordinator Corner; Police Chief Norton at 7:05 p.m.

1. Call to Order

President Pfefferman called the Board Workshop to order at 7:00 p.m. with a roll call. Trustees Hartweg, Henninger, Ladesic and McGinley responded "Present." Trustees Cooper and Friedberg were excused.

2. Village Scorecard

Village President Pfefferman presented information on the Village Scorecard which the Village Board would like to use to see where the Village has been and where it is headed in the future. He said the Village can stay the same by being proactive with things happening in the future. The Village Board sees future ideas and goals coming from the identified main topics: economic development, customer service, partnerships, safety, infrastructure, human resources and funding. Each main topic has different values and goals attached to each topic. He said the policies and the execution will go together. He said the Village is in great shape and thanked everyone for their input and comments on these major concern areas.

3. Village Links Improvement Project Bonds

Finance Director Wachtel presented information on the funding side of the Village Links Improvement Project. To provide capital for the Village Links Clubhouse renovation project, it is necessary to borrow in the form of bonds. To achieve the lowest cost to borrow, the Village is planning to issue tax exempt General Obligation Bonds, which provide the greatest security to bond holders and result in the lowest interest rates. The Village is utilizing the services of R.W. Baird and Company as financial advisor and Chapman and Cutler as Bond Counsel as well as Attorney Stewart Diamond as corporation counsel. The Village is working with Stephan Roberts, with R.W. Baird and Company, to update the Village's rating, which is common when issuing new bonds.

Finance Director Wachtel reviewed the general schedule for issuing the bonds which includes the Village Board Meeting on September 24, 2012, where the Village Board will consider the construction contract award as well as a parameters ordinance to authorize the sale of the bonds. The parameters ordinance establishes broad parameters in which the Village Board could then issue the bonds under particular circumstances. Two of the Village's officials, Village President, Village Clerk, Village Manager or Finance Director will then be required to sign off on the final bond order documents once the competitive sale has been completed.

A discussion followed around the possible parameters, possible ratings the Village could receive, how home-rule could affect the issuing of these bonds and the profitability of the Village Links once it is renovated Mr. Roberts answered questions around the possible parameters and how Moody's does it ratings recently.

4. Other Items?

There were no other items for discussion.

5. Adjournment

At 7:55 p.m., Trustee Hartweg moved and Trustee Henniger seconded the motion to adjourn to the regular Village Board Meeting in the Galligan Board Room. All voted "Aye." Meeting adjourned.

Respectfully Submitted,
Debbie Solomon,
Deputy Village Clerk

Reviewed by,
Patricia Underhill
Acting Village Clerk

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A-6A2

Minutes
Regular Meeting
Glen Ellyn Village Board of Trustees
Monday, September 10, 2012

Call to Order

Village President Pfefferman called the meeting to order at 8:00 p.m.

Roll Call

Upon roll call by Deputy Village Clerk Solomon, Village President Pfefferman and Trustees Hartweg, Henninger, Ladesic and McGinley answered, "Present." Trustees Cooper and Friedberg were excused.

President Pfefferman held a moment of silence, in remembrance of recently passed Helen Ward and Dr. Glen Asselmeier and for those who lost their lives on September 11, 2001.

Pledge of Allegiance

Geoff Bevington of the Glen Ellyn Lions Club led the Pledge of Allegiance, along with several other members of the Glen Ellyn Lions Club. Mr. Bevington thanked the Village for the donation to the annual Glen Ellyn Festival of the Arts, which will be in its 44th year next year. He read a letter that the Lions Club received in August from a Glen Ellyn resident who was helped by the Lions Club.

Village Recognition

A. A resident sent a letter of thanks to Forestry Crew Leader Eric Hendrickson for his assistance in the removal of a tree limb which was encroaching upon his house and two other trees.

B. A resident called Public Works to compliment them on the work being done on the streetlight poles on Roosevelt Road.

C. A letter was received from DuPage PADS thanking the Village for the grant they received recently through the 2012 Community Grant Program.

D. The Village accepts the resignation of Jason Popp from the Capital Improvements Commission and thanks him for his service.

Audience Participation

A. Proclamation in recognition of the accomplishments of the Glenbard West High School Boys Gymnastics Team and all-around champion Alex Diab.

B. Proclamation in recognition of Chamber of Commerce Week, September 10-14, 2012.

Consent Agenda

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

A. Village Board **Meeting Minutes**
1. August 20, 2012 Regular Workshop
2. August 27, 2012 Regular Workshop
3. August 27, 2012 Regular Meeting

B. Total **Expenditures** (Payroll and Vouchers) - $1,892,572.12.

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

C. Motion to waive Sections 10-4-3 (Outdoor Merchandise) and 6-2-2.5 (Unnecessary Noises) of the Village Code and approve the 2012 Genevieve Cipriano Fundraising Event to be held at Lake Ellyn Park on Friday, September 21, 2012.

D. Motion to Approve Change Order No. 1 with Schroeder Asphalt Services of Huntley, Illinois for the Additional Work Contemplated with the FY13 Skip Paving Program in the Amount of $80,000 for a Revised Contract Cost of $159,750.

E. Resolution No. 12-10, a Resolution Adopting Village of Glen Ellyn Tax Increment Financing and Economic Incentive Guidelines.

F. **Ordinance No. 6069**, an Ordinance Expanding Liquor Licenses to BYOB Operations and Creating a New Class A-4 Liquor License – Bottle & Bottega.

G. **Ordinance No. 6070**, an Ordinance Extending the Expiration Date of Ordinance No. 5513 which was Previously Extended by Ordinance Nos. 5652, 5797 and 5926 which Granted a Variation from the Lot Width Requirements for Property at 254 Glenwood Avenue.

H. Resolution No. 12-11, a Resolution Authorizing the Acquisition, Conveyance and Improvement of Certain Property Located within the Village of Glen Ellyn.

I. Motion to authorize the distribution of $93,259.75 to PirTano Construction and to use $45,000 for the completion of outstanding engineering issues for the Courtyards of Glen Ellyn development located at the northeast corner of Pennsylvania and Kenilworth Avenues.

J. Resolution No. 12-12, a Resolution Accepting Public Improvements and a Bill of Sale Associated with the Buena Vista Subdivision Located North of Buena Vista Drive between Milton Avenue and Taylor Road.

K. Motion to confirm the appointment Patricia Underhill as Acting Village Clerk.

Trustee Ladesic moved and Trustee Hartweg seconded the motion that items A through K be considered routine business by the Village Board and be approved in a single vote.

Upon roll call, Trustees Ladesic, Hartweg, Henninger and McGinley voted "Aye." Motion carried.

Ordinance No. 6071 – Special Use Permit and Zoning Variations for 696 Plumtree Road

Planning and Development Director Hulseberg presented information on a request by Michael Cushing, property owner of 696 Plumtree Road, for approval of a special use permit and zoning variations for proposed site improvements which would add about 4,700 square feet of improvements to the front and rear yard. These improvements include a swimming pool, spa, pool equipment area, patio, deck and fire pit in the rear of the house and driveway improvements and a driveway turnaround in the front of the house.

At a Public Hearing on July 24, 2012 the Plan Commission voted on a motion to recommend approval of the requested special use permit and all the requested zoning variations, which carried with seven (7) "yes" votes and three (3) "no" votes. The members of the Plan Commission who voted against the requests noted that the property owner was aware of the unique dimensions and characteristics of the property when it was purchased, and there was concern regarding the fire pit and its proximity to heavily forested neighboring properties.

There was discussion around any additional Lot Coverage Ratio, possible flood plain issues and any risks associated with the fire pit being in close proximity to forested areas. Landscape Architect Larry Dziurdzik said the fire pit will have a spark arrester as the Plan Commission recommened.

Trustee Ladesic moved and Trustee Hartweg seconded the motion to adopt Ordinance No. 6071, an Ordinance Granting Approval of a Special Use Permit and Zoning Variations for Site Improvements Located on Property Commonly Known as 696 Plumtree Road.

Upon roll call, Trustees Ladesic, Hartweg, Henninger and McGinley voted "Aye." Motion carried.

Motion to approve award of construction contract to Apollo Trenchless, Inc.
Motion to approve Engineering Services Agreement with Civiltech Engineering, Inc.

Public Works Director Hansen presented information on the Braeside Area Localized Drainage Improvements Project. The Project will install storm sewers, provide inlets and sump pump connections, and perform grading in the rear-yard utility easements between Surrey Drive and Heather Lane, Heather Lane and Londonberry Lane, and Londonberry Lane and Brighton Place. Bids have now been received for the project, and construction is imminent so the staff is recommending awarding the construction contract to Apollo Trenchless and selecting Civiltech Engineering as the consultant for construction oversight services.

President Pfefferman asked if there had been drainage problems for a while and if this would improve the situation. Planning and Development Director Hulseberg said the issue has been happening for a while and has caused significant problems. Trustee Henninger asked about the negative reference for Apollo. Public Works Director Hansen said Engineer Minix had checked all references in person and felt this negative reference was not valid to the current project.

Trustee Hartweg moved and Trustee McGinley seconded the motion to reject the low bid submitted by Kovilic Construction as non-responsible and approve award of a construction contract to Apollo Trenchless, Inc. of Batavia for improvements associated with the Braeside

Area Localized Drainage Improvements Project, in the amount of $630,000 (including a 5% contingency), to be expensed to the FY13 Capital Projects Fund.

Trustee Hartweg moved and Trustee McGinley seconded the motion to approve an engineering services agreement with Civiltech Engineering, Inc. of Itasca for construction oversight services associated with the Braeside Area Localized Drainage Improvements Project in the amount of $73,000 (including a 10% contingency), to be expensed to the FY13 Capital Projects Fund.

Upon roll call for the 2 (two) motions, Trustees Hartweg, McGinley, Henninger and Ladesic voted "Aye." Motion carried.

Reminders:

The next Regular Village Board Workshop scheduled for Monday, September 17, 2012 has been cancelled.

The next Regular Village Board Meeting is scheduled for Monday, September 247, 2012, with the Workshop beginning at 7 p.m. and the Regular Board Meeting beginning at 8 p.m. in the Galligan Board Room of the Glen Ellyn Civic Center.

Other Business?

President Pfefferman said they are working to enhance the audio and video of the Village Board Workshop and Meetings.

Trustee Ladesic asked about the underpass reconstruction being done by Union Pacific. Village Manager Franz said track work and track structure improvements will start September 17, 2012; however Union Pacific will not do any structural enhancements to the walls of the underpass viaduct. Trustee Ladesic voiced his concern about the boulder walls that are starting to lean forward.

Trustee McGinley reminded everyone about the service at 8:59 a.m. on Tuesday, September 11, 2012 at Pennsylvania Avenue and Main Street, remembering the victims of 9/11.

Adjournment

At 8:50 p.m. Trustee McGinley moved and Trustee Henninger seconded motion to adjourn the meeting.

Upon roll call, Trustees McGinley, Henninger, Hartweg and Ladesic voted "Aye." Motion carried. Meeting adjourned.

Respectfully submitted,
Debbie Solomon
Deputy Village Clerk

Reviewed by,
Patricia Underhill
Acting Village Clerk

A-6C

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Hulseberg, Planning & Development Director
Michele Stegall, Village Planner
Daniel Dickerson, Planning Intern

DATE: September 17, 2012

FOR: September 24, 2012 Village Board Meeting

RE: 810 N. Main Street, Exterior Appearance
Glen Ellyn Chamber of Commerce

Background. The petitioner, the Glen Ellyn Chamber of Commerce, licensee of the building at 810 N. Main Street, is requesting exterior appearance approval of proposed improvements to the building façades. The subject property is located on the west side of Main Street between Geneva Road and Elm Street at the Historic Stacy's Corners intersection and is zoned C2 Community Commercial District. The building currently is composed of a two-story primary structure and a one-story extension on the north. A two-story residential building connected to the west (rear) side of the building was demolished earlier this year.

The petitioner is proposing improvements that will maintain the original architectural style of the building as previously encouraged by the ARC. There are currently two brick types on the building, common and yellow, and the petitioner is proposing to clean and tuck point the existing brick as well as fill in boarded up and unused openings with new brick to match the existing brick as closely as possible. A dilapidated overhang will be removed from the front and north sides of the building and a new awning will be placed above the main entrance on the one-story portion. In the rear (west) portion of the building a new staircase will be constructed to provide access to the second floor and the current staircase on the south side of the building will be removed. Ground mounted mechanicals will be screened by shrubs per the Zoning Code and signage will be located on the main entrance window and on the north façade. Other improvements include, but are not limited to, reconstructing the west wall where the residential building was removed, installing new metal fascia trim along the north, west and part of the south side of the building, and installing new gutters, downspouts, light fixtures and doors. Elevation plans attached to this memo detail individual improvements for each side of the building.

Architectural Review Commission (ARC) Recommendation. The ARC considered the proposed exterior appearance at a public meeting on September 12, 2012. No members of the public spoke at the meeting. By a vote of 7-0, the ARC recommended approval of the proposed exterior appearance.

Action Requested. The Village Board may approve, approve with conditions or deny the proposed exterior appearance. An Ordinance approving the request as recommended by the Architectural Review Commission is attached.

Attachments.

- Aerial Photo
- Draft Minutes from September 12, 2012 Architectural Review Commission Meeting
- Ordinance
- Petitioner's Application Packet

Cc: Michael Formento, Glen Ellyn Chamber of Commerce
Michelle Thorsell, SMT Architects

810 N. Main Street

Prepared By: Planning and Development
Date Prepared: June 28, 2011
Aerial Photo Circa 2009

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Feet

N

DRAFT
MINUTES

BOARD/COMMISSION:	**Architectural Review**	**DATE:**	**9/12/12**
MEETING:	**Regular**	**CALLED TO ORDER:**	**7:30 p.m.**
QUORUM:	**Yes**	**ADJOURNED:**	**8:38 p.m.**

MEMBER ATTENDANCE: **PRESENT:** Chairman Burdett, Commissioners Albrecht, Dickie, Draths, Thompson, Wilson, Wussow, Student Commissioner Burket

ABSENT: Commissioner Mulvihill

ALSO PRESENT: Village Planner Stegall, Planning Intern Dickerson, Recording Secretary Solomon

AUDIENCE ATTENDANCE: None

1. **Call to Order**

Chairman Burdett called the Glen Ellyn Architectural Review Commission (ARC) regular meeting to order at 7:30 p.m., in the Civic Center at 535 Duane Street, Glen Ellyn, Illinois.

2. **Approval of July 11, 2012 Minutes**

Commissioner Albrecht moved to approve the July 11, 2012 minutes. The motion was seconded by Commissioner Draths and carried unanimously by a vote of 6-0 as Commissioner Thompson arrived after this vote.

3. **810 N. Main Street – Exterior Appearance**

Planning Intern Dickerson stated the Glen Ellyn Chamber of Commerce is requesting Exterior Appearance approval of proposed modifications to the exterior of the existing building at 810 N. Main Street, located at the Historic Stacy's Corners intersection on the west side of Main Street between Geneva Road and Elm Street. He stated the property is zoned C2 Community Commercial.

Planning Intern Dickerson stated the Chamber plans to renovate and clean up the exterior of the building and maintain the original architectural style as previously encouraged by the Commission. He stated the project includes cleaning and tuck pointing the existing brick, filling in unused and boarded up openings, removing the existing dilapidated front overhang and installing a new awning over the main entrance on the one-story portion of the building. He stated the existing staircase on the south side of the building would also be removed, and the opening in the rear would be filled in and a new staircase constructed in this area with a wood

railing. He stated the mechanicals would be on the ground and screened with shrubs as required by the Zoning Code. He stated two primary brick types are located on the building, including yellow brick and common brick. He stated the petitioner plans to maintain these two brick types with any new brick used to fill-in openings either matching or being stained to match the surrounding brick. He stated that metal trim would be placed around the top of the north building addition, stretching around the west side of the original building and ending on the south side where the wood railing would terminate. He then stated that the air conditioning unit on the north side of the building would be removed and replaced with glass block to match the adjacent glass block surface. He then stated that the west wall would be reconstructed where the neighboring residential unit was removed. He ended by stating that new light fixtures would be placed above the main front entrance and above the two second-story rear entrances and that new downspouts and gutters would be placed on the west and south sides of the building.

Commissioner Burdett asked about the west elevation railing to which Planning Intern Dickerson stated the railing would be vertical. Commissioner Dickie asked who owns the building to which Planning Intern Dickerson stated the Village owns it and is leasing it to the Glen Ellyn Chamber of Commerce.

Commissioner Wussow asked about a window opening on the north elevation of the building to which Planning Intern Dickerson stated it would be a picture window. Commissioner Wussow asked if the Chamber will occupy the whole building to which Planning Intern Dickerson stated the Chamber will occupy the first floor and will lease the 2nd floor to office tenants.

Chairman Burdett asked if the 2nd story tenants would get to their spaces via the staircase on the west elevation to which Planning Intern Dickerson stated yes.

Commissioner Albrecht asked if the brick would be stained to give the brick a better feel to which Planning Intern Dickerson stated the south and west sides of the building are common brick as well as the top of the north side while the bottom of the north side and the front are yellow brick so they will in-fill to match what is currently on the building. He stated they may do some stain to best-match in small spots, not the whole building. Village Planner Stegall stated Bells and Whistles did some brick in-fill with stain, and it matches perfectly. Commissioner Albrecht stated staining the brick would go one step further and would enhance the brick more.

Commissioner Wilson asked what the philosophy of the building design was to which Glen Ellyn Chamber of Commerce Executive Director Mike Formento stated they want to clean-up the building and make the building serviceable.

Commissioner Albrecht asked about the pre-fabricated metal edge trim to which Planning Intern Dickerson stated this trim will be flush with the base of the building and will go around the building and end at the railing on the south elevation.

Glen Ellyn Chamber of Commerce Executive Director Mike Formento stated that their intention is to restore the building to its original construction and will take off the overhang and blend in the addition.

Chairman Burdett asked about the awning to which Mr. Formento stated it will be a single cloth awning in an Award Blue color and will go over the entrance to the building.

Commissioner Wussow asked if the windows and doors on the 1st floor will be replaced to which Mr. Formento stated they would not. Commissioner Wussow asked about the material and condition of the 1st floor windows to which Mr. Formento stated the three windows on the front of the building are an aluminum color and will remain as the windows are a part of the original structure.

Commissioner Albrecht asked about the color of the pre-fabricated metal to which Mr. Formento stated it would be a stone white color, and he passed around a color chip of this.

Commission Thompson asked about planters to which Mr. Formento stated the front brick planter will remain as is; however, Mr. Formento argued, additional planters cannot be added due to the space needed for emergency access at the other two entry doors. Mr. Formento stated they are hoping the Village might add freestanding planters on the parkway in the front of the building. Village Planner Stegall stated during the staff review, they had suggested additional built in planters by the other storefront windows to add some color and interest.

Mr. Formento stated the tree on the south side of the building belongs to the 800 property leased by the Historical Society, and that he believes this tree will replaced and replanted with a colorful tree.

Commissioner Thompson stated she would like a different shrub than the proposed boxwoods to screen the mechanicals to which Mr. Formento stated they are open to suggestions on this. Mr. Formento stated they wanted the boxwoods as they would camouflage the recessed well, would be easily maintained and would retain their leaves through the winter.

Chairman Burdett asked about the discolored brick on the south elevation to which Mr. Formento stated they will pressure-clean the brick as well as add new tuck pointing to the brick which should eliminate this discoloration. Commissioner Albrecht asked about using an earth-tone for the trim instead of white to match the brick better to which Mr. Formento stated they could look at this.

Commissioner Dickie asked about pulling together the front addition and the two-story main building better by possibly adding awnings to the front of the main building or continuing the trim around to the south and east elevations to which Mr. Formento stated they did not consider an awning as they felt it would separate the building further. Chairman Burdett asked about unifying the two stories by putting awnings over the 2nd story windows facing east, and Commissioner Dickie agreed to this to which Mr. Formento stated they want to get back to the original look of the building.

Commissioner Albrecht stated the overhang gave the building animation and pulled the two parts of the building together, but it now would look like a flat building. Commissioner Wussow stated there are different possibilities for the building, but the Chamber's intent is to renovate the building to look like the original building did. Commissioner Wussow stated she likes the design

with no exterior trim or additional awnings, but she would still like to see the windows and doors replaced. Commissioner Wilson stated it is good to see the Chamber take something that is old and make a clean repair to it.

Commissioner Dickie asked about possible additional landscaping to the southern portion of the building to which Mr. Formento stated the staircase is their decorative approach, and there is not much room for additional landscaping due to the staircase return. Mr. Formento stated there are also a number of trees along the south wall; however, they will wait to see how it looks when everything is done and then possibly consider adding some landscaping.

Commissioner Thompson stated she thinks this is a nice renovation, and she would like to see a different shrub used than the boxwood. Commission Wilson stated the building will look as it did in the 1950's and would like to see some softening with landscaping on the sides if possible. Commissioner Draths stated she thinks the design is clean and neat and likes the vertical stairway.

Commissioner Wussow stated this is a well-done renovation, and she is opposed to any additional awnings or flashing. She stated she would like to see the street-side windows and doors on the 1st floor replaced. She does hope the Village puts freestanding planters on the parkway.

Student Commissioner Burket stated he thinks this is a great design. He stated he likes the single blue awning and thinks any other additional awnings would disguise the building. He stated he does not think the brick needs to be stained as long as the brick is cleaned. He does agree to planters in front.

Commissioner Albrecht stated this will be a huge step forward and a great renovation of the building. She encourages them to do a softer color for the repainting of the window trim. She stated she is fine with the trim going all the way around or not. She does like the punch of color with the single awning. She does want to see all the brick blend.

Commissioner Dickie stated this will be an improvement to the building. He stated he is in favor of tying the two portions of the building together via additional awnings or trim. He stated he would like to see additional landscape if possible.

Chairman Burdett stated he likes the design as it is clean and simple. He stated he would like to see 2nd story awnings or flashing unite the building. He stated he would like to see the white flashing toned down to an earth tone.

Commissioner Wussow made a motion to approve the proposed Exterior Appearance of 810 N. Main Street as presented. The motion was seconded by Commissioner Draths and carried unanimously by a vote of 7-0.

4. **Public Comments**

None

5. Chairman's Report

Chairman Burdett stated he presented the Traveling Trophy Design Award to Jill Foucre, owner of Marcel's, at an August Village Board Meeting

Chairman Burdett stated Commissioner Allen has resigned from the ARC as Mr. Allen recently moved to Hyde Park.

6. Trustee's Report

None

7. Staff Report

Village Planner Stegall stated Oberweis and Glen Ellyn Market are moving forward and may possibly come in front of the ARC in October. Commissioner Albrecht asked about Glen Ellyn Market to which Village Planner Stegall stated this is new to the ARC and will be located at 285 Roosevelt Road.

Village Planner Stegall stated a steering committee will now review the Streetscape/Parking Study project, and not the ARC. Chairman Burdett and Commissioner Thompson will be the ARC representatives on the steering committee.

Commissioner Wussow asked about the recently posted payment signs at Shell Oil and if this signage fit with the Glen Ellyn Sign Code. Village Planner Stegall stated the staff would look at this.

8. Adjourn

As there was no other business to discuss, Chairman Burdett asked for a motion to adjourn. Commissioner Wussow moved, seconded by Commissioner Dickie to adjourn the meeting at 8:38 p.m. The motion carried unanimously by a vote of 7-0.

Submitted by: Debbie Solomon, Recording Secretary

Reviewed by: Michele Stegall, Village Planner

Village Of Glen Ellyn

Ordinance No. _____

An Ordinance Granting Exterior Appearance Approval for the Glen Ellyn Chamber of Commerce to be located at 810 North Main Street, Glen Ellyn, IL 60137

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

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

Ordinance No. _____

An Ordinance Granting Exterior Appearance Approval For the Glen Ellyn Chamber of Commerce to be located at 810 North Main Street, Glen Ellyn, IL 60137

Whereas, the Glen Ellyn Chamber of Commerce, licensee of property located at 810 N. Main Street, and represented by Executive Director Michael Formento, has petitioned the Village President and Board of Trustees for Exterior Appearance approval in accordance with the Appearance Review Guidelines, Ordinance 5508, to allow exterior modifications to the existing building on the property; and

Whereas, the subject site is located on the west side of Main Street between Geneva Road and Elm Street and is zoned C2 Community Commercial District; and

Whereas, at the September 12, 2012 public meeting of the Architectural Review Commission, the petitioner presented evidence, testimony, and exhibits relative to the request for Exterior Appearance approval and no persons spoke either in favor of or in opposition to the request; and

Whereas, based upon the evidence, testimony, and exhibits presented at the September 12, 2012 Architectural Review Commission public meeting, by a vote of seven (7) "yes" and zero (0) "no", the Architectural Review Commission recommended approval of the proposed Exterior Appearance as set forth in the minutes of the Architectural Review Commission, a draft of which is attached hereto as Exhibit "A"; and

Whereas, the Village President and Board of Trustees have reviewed the evidence, exhibits, and materials presented at the September 12, 2012 public meeting of the Architectural Review Commission and have considered the recommendation of the Architectural Review Commission; and

Whereas, the President and Board of Trustees have determined that approving the Exterior Appearance of the project is consistent with the objectives of the Glen Ellyn Appearance Review Guidelines, Ordinance 5508.

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: Based upon a review of the evidence, testimony, and exhibits presented at the September 12, 2012 Architectural Review Commission meeting, the Village President and Board of Trustees hereby grant Exterior Appearance approval as requested to allow modifications to the exterior façade of 810 N. Main Street subject to the condition that the project shall be constructed in substantial conformance with the petitioner's application packet stamped received August 9, 2012 and additional submittals stamped received August 20, 2012 and August 31, 2012 including the following plans and documents as though they were attached to this Ordinance:

A. Exterior Appearance Review Application dated August 20, 2012
B. Project Narrative Statement dated August 3, 2012
C. Letter from Mike Formento dated August 31, 2012 (3 pages)
D. Photographs of the Existing Building (2 pages)
E. Elevation Plans for the North, South, East and West Side of the Building (attached hereto as Exhibit "B")
F. Color Rendering of the Front of the Building
G. List of Exterior Materials and Colors
H. Exterior Light Fixture Detail
I. Signage Design Details for the North Building Façade (2 pages)
J. Rear Guard Rail Design Detail
K. Landscape Material Detail

and these plans and documents shall be filed with and made part of the permanent records of the Glen Ellyn Planning and Development Department.

Section Two: The Building and Zoning Official is hereby authorized to issue all necessary building and occupancy permits pursuant to the Exterior Appearance approved herein provided that all the conditions set forth hereinabove have been met and that the applicant complies with all other applicable laws and ordinances of the Village of Glen Ellyn. This grant of Exterior Appearance approval shall expire and become null and void within 24 months of the date of this Ordinance unless the requisite permits are applied for within said time period provided, however, that the Village Board, by motion, may extend the period during which a building permit must be applied for. Further, the Village Board may, for good cause shown, waive or modify any conditions set forth in this Ordinance without requiring that the matter return to the Architectural Review Commission for further review.

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

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

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

Ayes:

Nays:

Absent:

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 _____.)

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RECEIVED
2012
DEPARTMENT
GLEN ELLYN

EXTERIOR APPEARANCE REVIEW
APPLICATION

Please complete and return this form to the Planning and Development Department, 535 Duane St., Glen Ellyn, IL 60137. If you have questions, please phone: 630.547.5250

I. APPLICATION INFORMATION:

A. Date Filed: 9-20-2012 B: Application No. _____

C. Project Name: 810 MAIN ST C

D. Project Description: Rehabate 1950's Bldg for G.E. CHAMBER of Commerce offices

E. Address of Property: 810 N. MAIN ST

F. Permanent Index No.: _____ G. Zoning: _____

H. Name of Applicant: Glen Ellyn Chamber of Commerce

I. Address of Applicant: 800 Roosevelt Rd Bldg D Ste 108

J. Phone No. (Business): 630 469 0907 (Home) —

K. Fax No. (Business): 630 469 0426 (Home) —

L. E-mail Address of Applicant: Mike@GlenEllynChamber.com

M. Name of Property Owner: Village of Glen Ellyn

N. Address of Property Owner: 530 Duane St Glen Ellyn

O. Phone No. (Business): _____ (Home) _____

P. E-Mail Address of Property Owner: _____

II. COMFORMANCE WITH APPEARANCE REVIEW GUIDELINES:
(You may attach separate sheets as needed to answer any of the following questions)

Q. Please explain why the proposed architectural style was chosen. To conform to Existing structure

R. Provide information about the architectural style and exterior materials of the buildings in the surrounding area: Architectural style vary as well as exterior materials

S. Please explain how the project complies with the Appearance Review Guidelines: Meets Guidelines

T. Please explain why any deviations from the Appearance Review Guidelines are proposed: None

Signature: Michael R. Fanuele Date: 8-20-2012

NARRATIVE STATEMENT

The Glen Ellyn Chamber of Commerce is pleased to submit for consideration a proposal to rehabilitate a publicly-owned building at 810 North Main Street in the commercial district known as Stacy's Corners (5-Corners) at the northern entrance of Glen Ellyn. The following narrative includes existing conditions and program requirements:

A. PROJECT OVERVIEW

Existing Property Description

The subject C-2 lot is located on Main Street between the History Center and Five Corners Cleaners just south of the intersection of Geneva, St. Charles and Main Street. C-2 commercial properties surround on all sides of 810 North Main Street. Located on each of these two lots is one four-unit multi-family building.

The existing building consists of approximately 1600 square feet on the first floor and two 500+ square feet rental units on the second floor. The second floor rental units are accessed via roof.

No work is planned for the site by the Chamber. Any work to be performed is scheduled to be completed by the Village of Glen Ellyn. This includes but may not be limited to landscaping and possible finish grading where a four-square home once stood.

Noteworthy is that 810 North Main Street has been designated as a building that can contribute to the character of the neighborhood as identified by the Glen Ellyn Historical Preservation Commission Architectural Resources Survey.

General Program Requirements

This project is intended to provide three distinct rental units – one on the grade floor and two on the second floor – and to rehabilitate a dilapidated building, including services and structure. The general design for this project, as it pertains to Architectural Review, includes:

- ✧ Enclose opening along back side of building created by the demolition of the four-square house.
- ✧ Tuckpoint and clean brick façade, including filling in unused and boarded-up door openings and air conditioner opening with matching brick.
- ✧ Remove unsafe stair to second floor rental units and relocate new stair closer to parking area in the rear of the building.
- ✧ Remove rotted wood overhang/canopy on one-story addition and along east façade of original two story building; re-roof for one-story addition and close roof structure with metal fascia to match existing building trim.
- ✧ Add cloth awning, with Chamber colors only (no text), over main entrance to first floor Chamber Offices.

✧ Replace light fixtures at each exterior door.

B. ADHERENCE TO THE VISION OF GLEN ELLYN'S COMPREHENSIVE PLAN (PAGES 71-80):

1. *Improvement and Development Guidelines:*

   a. "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."

   b. "The Village should encourage the enhancement of existing businesses and the improvement."

2. *Sites and Buildings*

   a. "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."

   b. "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-density residential. More design consistency and compatibility should be promoted among buildings."

C. WHO WILL BENEFIT

1. Village of Glen Ellyn:

   a. Independent management of a publicly owned building.

   b. Recognition as a cooperative public-private venture.

2. Existing Area Property Owners:

   a. Increased property value.

   b. Added visibility for Historical Society and other area businesses as the Chamber of Commerce is frequently a first stop for commercial visitors, potential new businesses, and new and current residents.

   c. Low-impact business will not disrupt residential activities in the evening or weekend.

"connecting business with the greater community"

Glen Ellyn Chamber of Commerce

August 31, 2012

Michele Stegall, Village Planner
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137

Dear Ms. Stegall,

We are in receipt of a letter from Daniel Dickerson, Village Planning Intern, dated August 27, 2012 regarding our application for consideration by the Architectural Review Committee, containing request for additional information. The following is a response to his requests:

1. Attached are the names of the Current Glen Ellyn Chamber of Commerce Board members and their addresses.

2. Attached is a color rendering of the rear of the building. We only have one view available which shows the entire back of the building.

3. Attached is a drawing reflecting size, and letter style for the sign on the North side of the 810 building. These are zip change letters similar to the lettering on the Village sign downtown. We will add the following size and font style lettering to the elevation drawings for the sign on the north wall of the building:

4. Attached you will find the written verification regarding use of the existing trash containers on the adjacent property to the south of the building. We were advised that the trash containers were leased by the Village and we were able to utilized them.

5. There is no roof top mechanical equipment planned.

6. Attached is a picture depicting the style of the railings. This is a wood railing and will be carpenter built as indicated in the drawings. Approximate height will be 34" and will be a natural wood color to match the staircase.

800 Roosevelt Road, Building D, Suite 108 ~ Glen Ellyn, Illinois 60137-5898 ~ *phone* 630.469.0907 ~ *fax* 630-469-0426
www.glenellynchamber.com

7. Front Façade:

   a. The two southern entrance doors will be used for emergency exits only, which is why we did not provide additional lighting. We will be removing outside door hardware and replacing it with inside panic door hardware. We do not wish to draw attention to these doors but rather focus the attention on the northern most door which we shall be using for the entrance into the office.

   b. The areas above the door will be painted in a similar existing color.

   c. The 810 sign will be removed and relocated to the entrance door area.

   d. We prefer to have the awing located as shown on the renderings. This would facilitate visitors in identify the entrance. Also our intent, on the two story building, is to restore it to its original appearance.

   e. As it relates to additional planters we will take your suggestion under advisement. As noted above we are trying to retain the original appearance of the building.

8. Other:

   a. At this time there are no plans to do any re-grading with the exception of filling in the opening at the back of the building after the masonry work has been completed. This in fill will be done by the Village.

   b. We have no responsibility for the driveway or rear parking area other than snow removal. The Village has indicated they are going to add additional gravel to the parking area and at a later date consider replacing the driveway.

   c. We proposed to plant two Green Mountain Boxwood Shrubs to screen around the condenser on the west side of the building. Attached you will find a photo and associated information.

d. The gutters and downspouts will be painted to match the building color.

e. The barrier in front of the gas main is solid in the ground and shall be cleaned up and repainted. One gas meter is not operating and will be removed.

f. We will add to the plans that "any brick used to fill in openings will match as closely as possible, the existing surrounding brick".

Thank you for supplying a copy of the minutes of the ARC meeting which we had not previously received. We have reviewed the minutes from the April 11, 2011 meeting of the ARC. I also have attached your letter of April 29, 2011 which had reflected recommendations from the ARC review.

As recommended at that time, we will be tuck pointing the entire building, the overhang is being removed, brick in fill will be with compatible materials in the areas noted, and we are evaluating the cost of replacing all windows on the second floor as well as the cost of staining the brick.

We look forward to meeting with ARC on September 12, 2012. We will bring to the meeting any building materials or color samples as it relates to the building.

Sincerely,

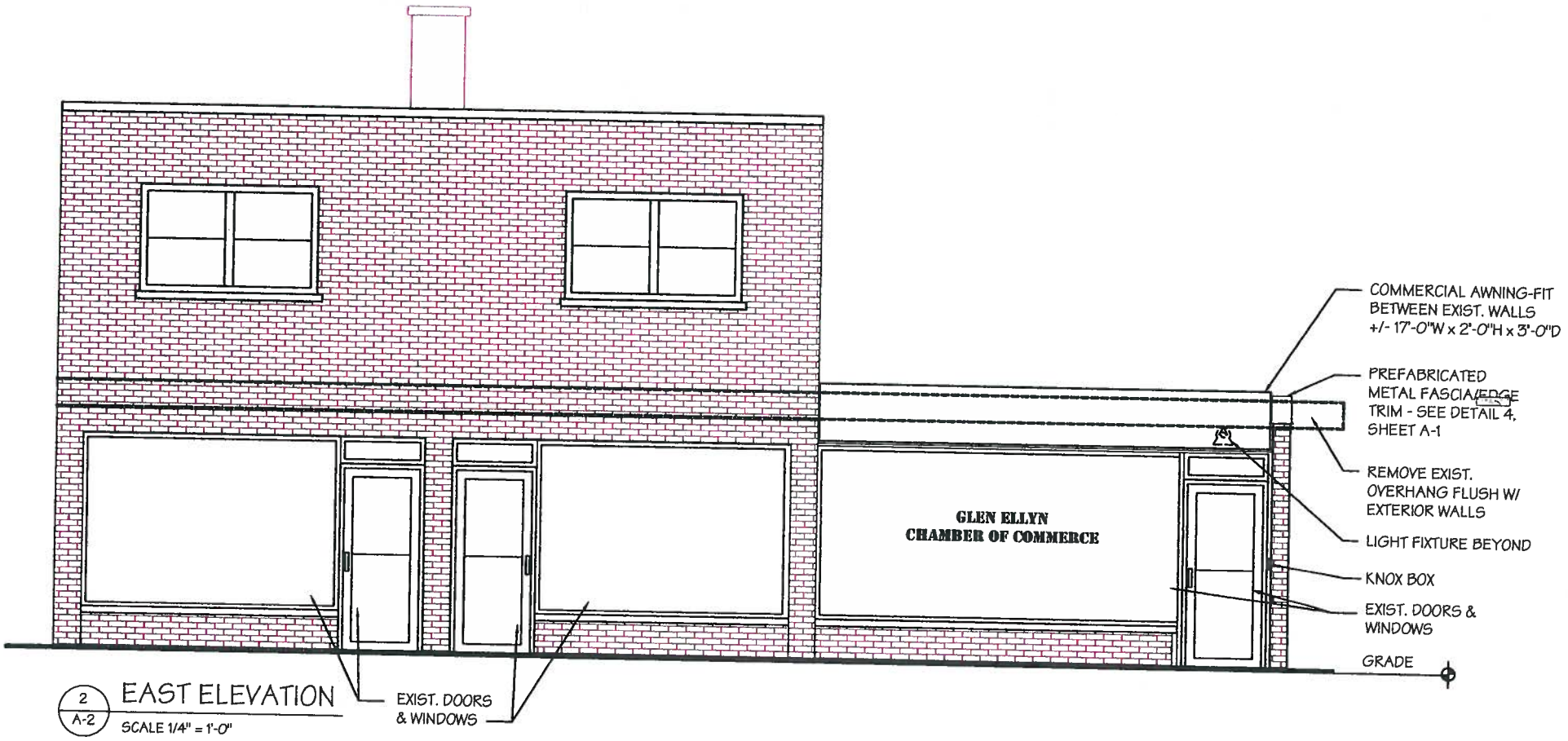
Mike Formento

Michael R. Formento
Executive Director

Attachments: List of Glen Ellyn Chamber Board members and addresses.
Letter regarding trash
West view rendering
Photo of railing style
Detail on sign and lettering style
Landscape material detail
Michele Stegall letter of April 29, 2011

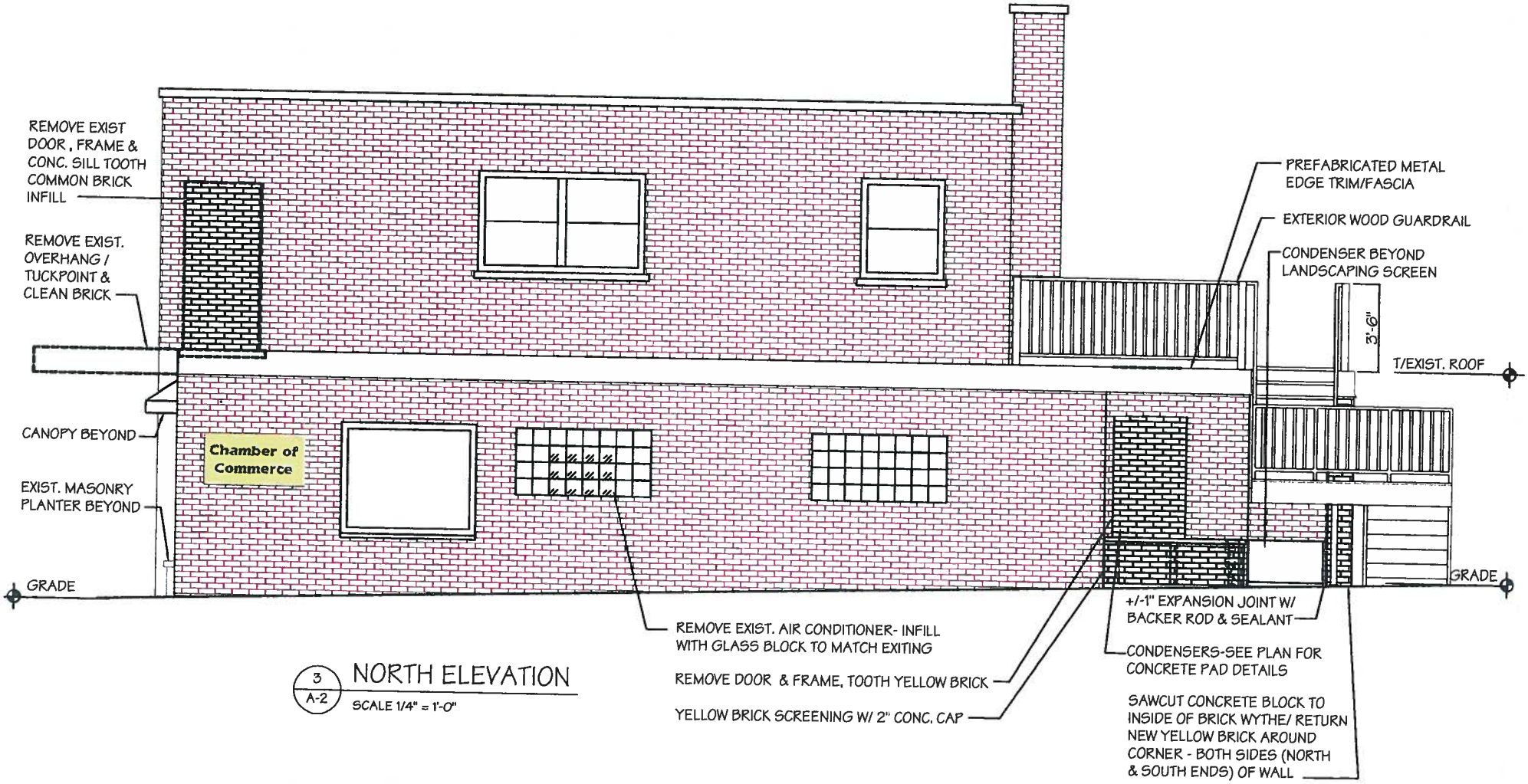
CC: Staci Hulsberg, Planning and Development Director
Daniel Dickerson, Planning Intern
Michelle Thorsell, SMT Architects

CK NAILS



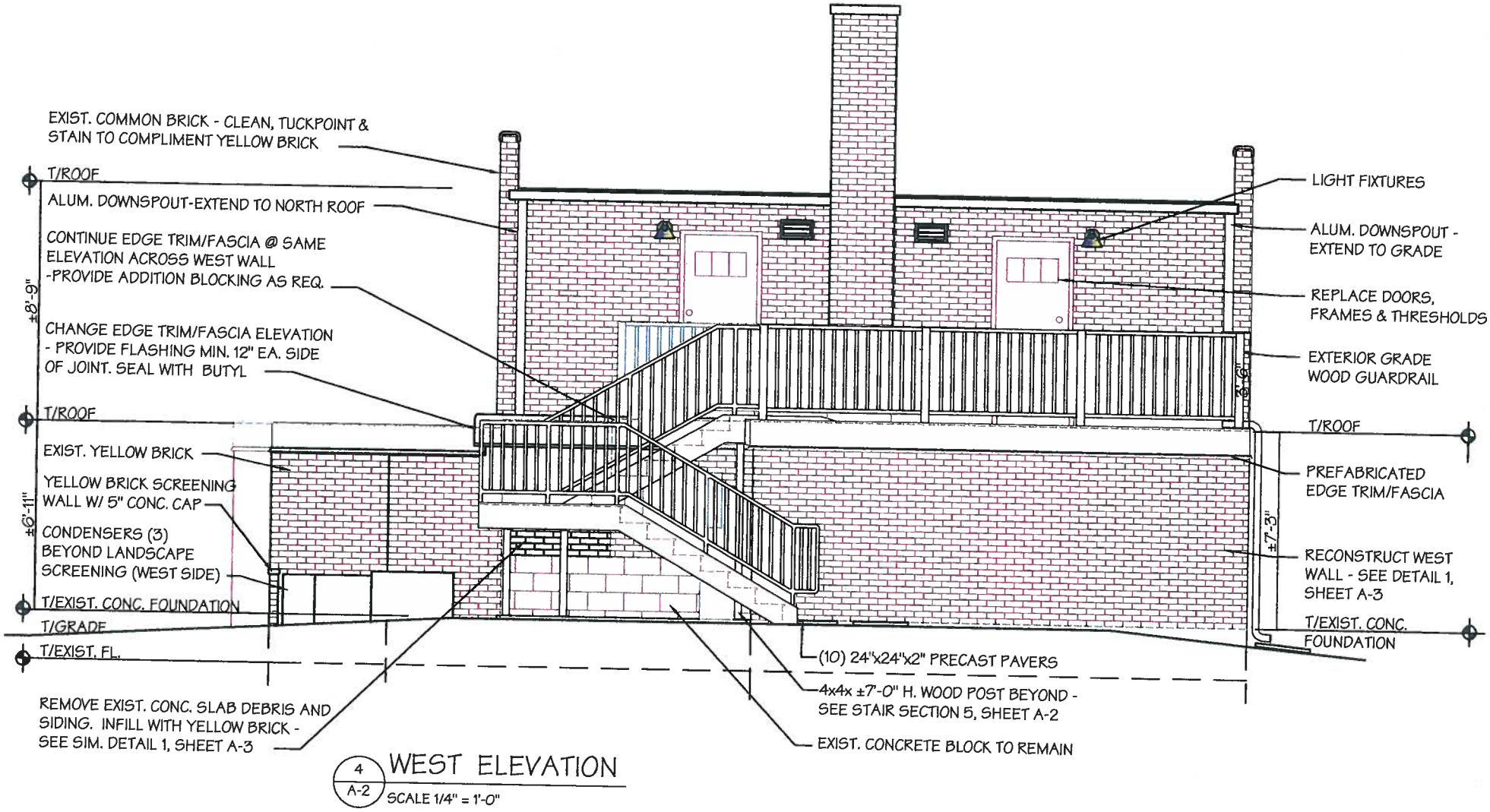
2 / A-2 EAST ELEVATION

SCALE 1/4" = 1'-0"



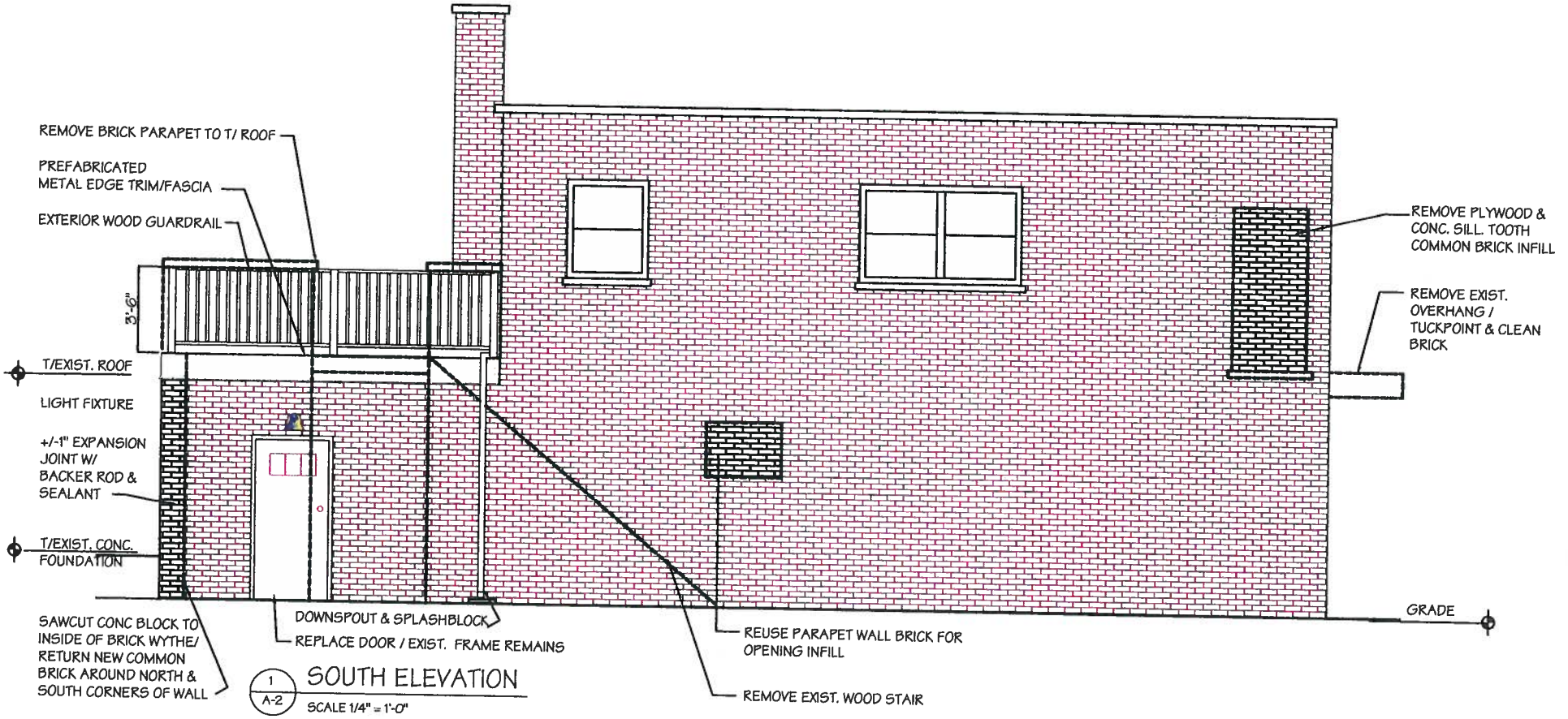
3 / A-2 NORTH ELEVATION

SCALE 1/4" = 1'-0"



4 / A-2 WEST ELEVATION

SCALE 1/4" = 1'-0"



1 / A-2 SOUTH ELEVATION

SCALE 1/4" = 1'-0"

GLEN ELLYN CHAMBER OF COMMERCE
EXTERIOR MATERIALS & COLORS
810 North Main Street

NO.	LOCATION	MATERIAL	COLOR
1	Building Façade – Repair Brick @ Building Rear Only	Existing Brick	Yellow and Common
2	Roofing – First Floor Only	SBS Modified Bitumen with Aluminum Fascia	White Cap Sheet with Factory Finished White Fascia
3	Windows	Existing Double-Hung	White
4	Entrance Doors	Existing Storefront	Clear-Anodized Aluminum
5	Doors Second Floor & Service Entry Only	Metal Clad	Factory Finished White
6	Downspouts & Gutter	Aluminum	White
7	Stair & Guardrail	Wood	Clear Coat
8	Receptacle Enclosure	Wood	Clear Coat
12	Awning	Canvas	Gold/White

KICHLER LIGHTING

Lura - Outdoor Wall 1Lt

49371AVI

Dia./Width: 10.0 IN
Body Height: 13.5 IN

Print this Page

BUY LOCAL

BUY ONLINE

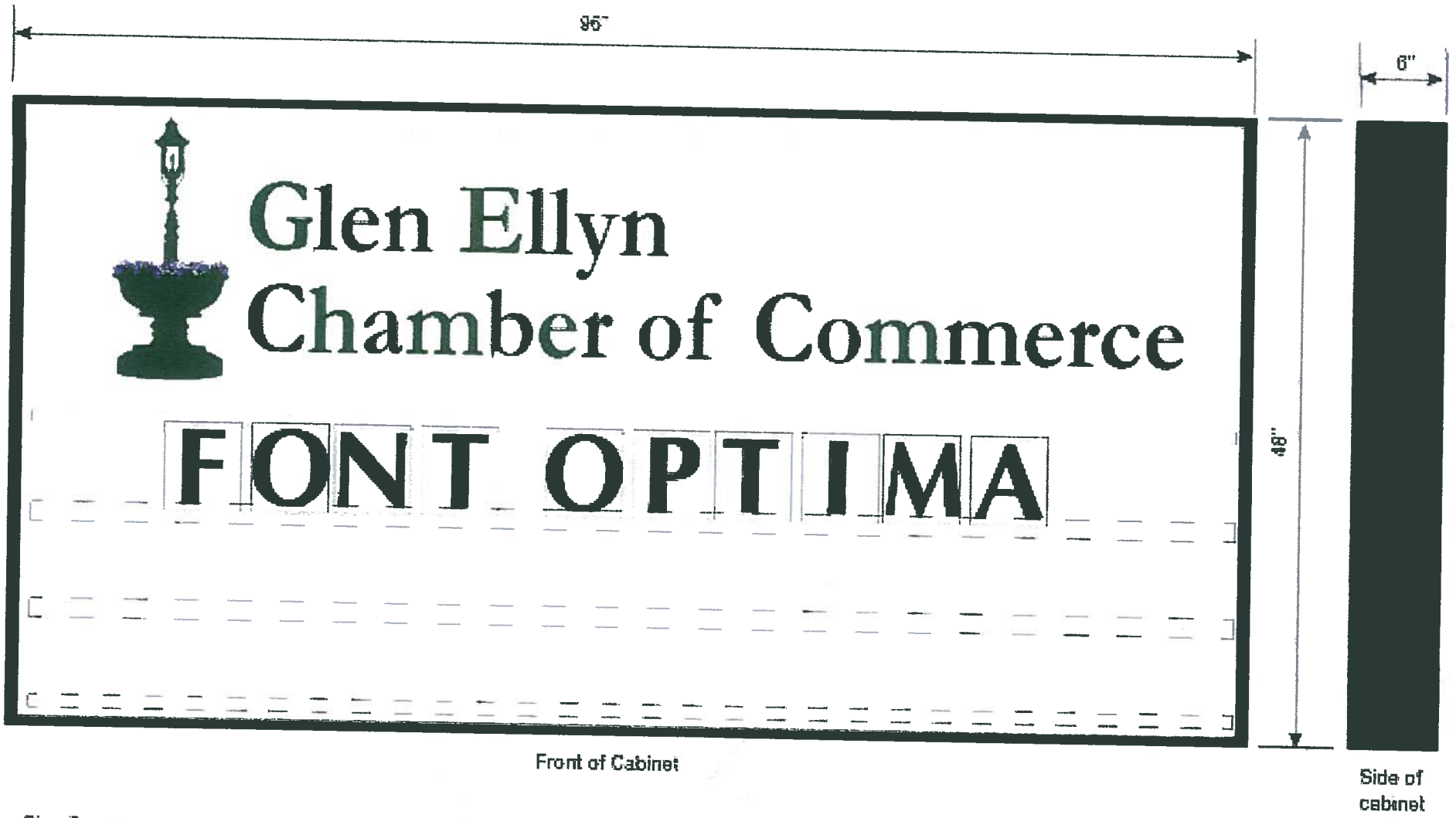
Available Finishes:
Anvil Iron

This 1 light outdoor wall light from the Lura collection is inspired by the enchanting Bungalow architecture. The Anvil Iron finish of the oversized roof and exposed "rafters" supporting a smooth cone of satin-etched cased opal glass is the perfect foil for this fixture. Width: 10, Height: 13.5, Extention: 11.25, HCWO: 3.5. Uses 1 100 watt max bulb (or 23-30W CFL). Suitable for wet locations.

Technical Information

Print Spec Sheet

Type	Outdoor Lights	Bulb Included	Not Included
Style	Transitional	Primary Bulb Count	1
Finish Group	Metallic	Primary Max Watt	100W
Weight	4.1 LBS	Primary Lamp Type	A19
Body Height	13.5 IN	Voltage	120V
Width	10 IN	UL CSA Listed	Yes
Extension	11.25 IN	Diffuser Description	SATIN ETCHED CASED OPAL
Height from Junction Box	3.50 IN	Body Material	Cast Aluminum
Backplate Dimensions	4.49 X 7.50 IN		



Front of Cabinet

Side of cabinet

Sign Specs:
48" x 96" x 6" Box sign, Florescent bulbs, UL Approved
Polycarbonate Panel with clear rails for 6" high "ZIP" change letters and numbers, font Optima
Vinyl graphics for Glen Ellyn Chamber logo

sign identity
415 Tall Ave. Glen Ellyn IL 60137
630-942-1400 Fax. 630-942-8400

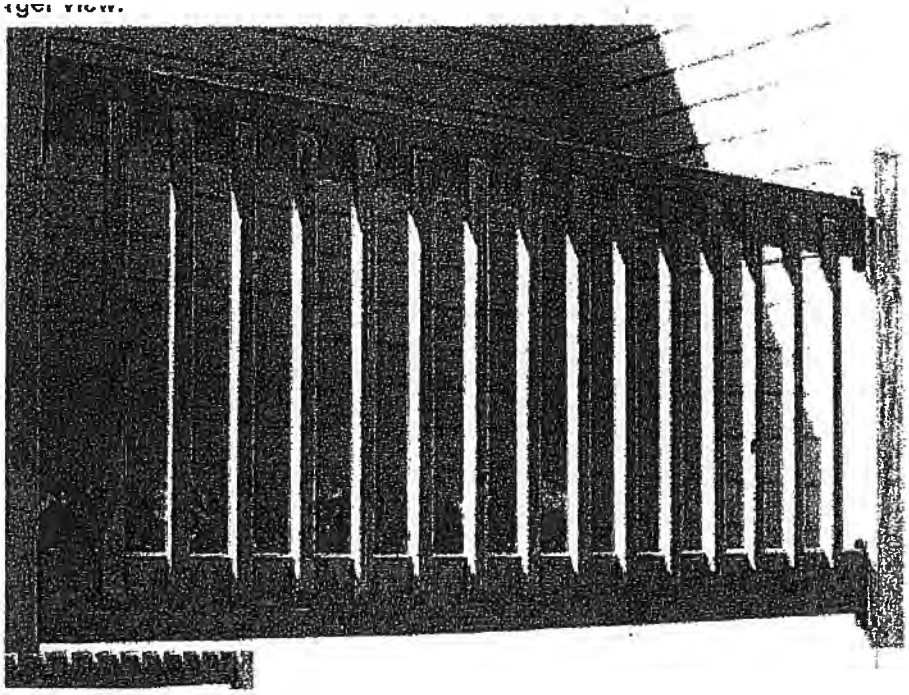
Client. Glen Ellyn Chamber of Commerce
810 N. Main Street
Glen Ellyn, IL 60137
Date Aug. 30, 2012

I have reviewed the above specifications and understand the scope of the work to be performed and approve this project to begin

Client Approval _____ Date. / /

Landlord Approval _____ Date: / /

This drawing is the property of Sign Identity, Inc. and has been made available to the client to illustrate design, materials and manufacturing detail. Any alternations, reproductions in whole or part, or distribution for bid are prohibited without written approval and consent of Sign Identity, Inc. Copyright 2012



Rear Guard Rail Design

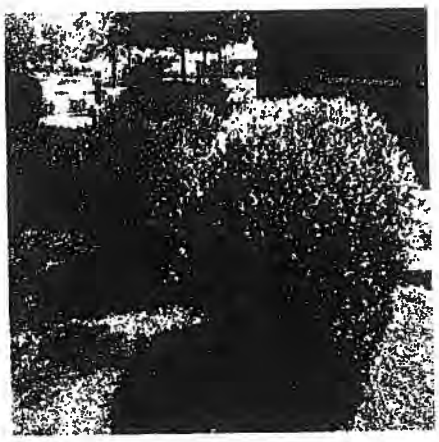
PRODUCT DESCRIPTION

A deer resistant evergreen shrub with small, dark green leaves and an uprightly pyramidal habit. Foliage color is retained all year. Excellent when used as a low maintenance hedge.

- Botanical Name : Buxus x 'Green Mountain'
- Assembled Dimension : 6 in. W x 6 in.D x 15 in.H
- Retains color all year
- Excellent as a low maintenance hedge
- Versatile for a wide variety of landscape applications

SPECIFICATIONS

Annual / Perennial	Perennial	Assembled Depth (in.)	6 in
Assembled Height (in.)	15 in	Assembled Width (in.)	6 in
Berries	No	Drought Tolerant	No
Evergreen or Deciduous	Evergreen	Mature Height (in.)	60 in
Mature Width (in.)	48 in	Optimal Soil Condition	Neutral
Returnable	90-Day	Salt Tolerant	No
Shipped As	Bare Root	Sun Tolerance	Full Sun



Boxwood Shrub **Green Mountain**

Landscape Material Detail

A-6D

MEMORANDUM

TO: Mark Franz, Village Manager

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

DATE: September 17, 2012

RE: September 24, 2012 Village Board Meeting
Zoning Variation Request – 596 Phillips Avenue

Background

The property owners, Keith and Amanda Cyzen, are requesting approval of two variations from Glen Ellyn Zoning Code to allow a lot coverage ratio of 24.5% that exceeds the 20% maximum and to allow a new open front porch setback 17 feet from the front lot line that is less than the 22.5 foot required setback. The subject property is an interior lot located on the north side of Phillips Avenue in the R2 Residential District. Notice of the public hearing was published in the Daily Herald on August 10, 2012. The Zoning Board of Appeals conducted a public hearing on the requested variations on Tuesday, August 28, 2012. At the meeting, no persons spoke in favor of or in opposition to the variation request.

Issues

The Zoning Board of Appeals was in favor of the variations because they felt that there are practical difficulties or particular hardships in the application of the Zoning Code regulations on this property and that the conditions on this property are unique and not generally applicable to other properties in this zoning district. The lot is nonconforming in area, width, and depth, and the home is nonconforming in the front, side and rear setbacks and in lot coverage area. Many other lots on this block do not meet the minimum requirements for lot size and setbacks, so the proposed variations would not be inconsistent with the character of the neighborhood. Only approximately 50% of the proposed front porch would be in a nonconforming setback area. Although the ZBA members did not feel the porch obstructed the visibility to the street, they felt that the proposed depth of the porch was not a reasonable minimum. The ZBA members recommended approval on condition the depth of the front porch does not exceed 7 feet.

Recommendation

At the public hearing on August 28, 2012, the Zoning Board of Appeals voted on a motion to recommend approval of the requested variations, with a condition, which carried unanimously with five (5) "yes" votes. In accordance with this recommendation, staff has prepared an ordinance to **approve** the requested variations.

Action Requested

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

Attachments

- Draft Minutes of ZBA meeting dated August 28, 2012
- Photo of the Subject Property
- Location Map
- Ordinance
- Notice of Public Hearing
- List of Addresses
- Petitioners' Application packet
- Petition in support of variations

CC: Keith and Amanda Cyzen

X:\Plandev\BUILDING\ZBA\MEMOS\PHILLIPS596-LCR,PORCH.doc

DRAFT
ZONING BOARD OF APPEALS
MINUTES
AUGUST 28, 2012

The meeting was called to order by Chairman Rick Garrity at 7:34 p.m. Board Members Gregory Constantino, Barbara Fried, Mary Loch and Dale Siligmueller were present. Board Members Gary Fasules, Edward Kolar 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.

ZBA Member Fried moved, seconded by ZBA Member Loch, to approve the minutes of the July 24, 2012 ZBA meeting. The motion carried unanimously by voice vote.

One public hearing was on the agenda for the property at 596 Phillips Avenue.

PUBLIC HEARING – 596 PHILLIPS AVENUE
A REQUEST FOR APPROVAL OF TWO VARIATIONS FROM THE GLEN ELLYN ZONING CODE AS FOLLOWS: 1. SECTION 10-4-8(E)1 TO ALLOW THE CONSTRUCTION OF A BUILDING ADDITION THAT RESULTS IN A LOT COVERAGE RATIO OF 24.5% IN LIEU OF THE MAXIMUM PERMITTED LOT COVERAGE RATIO OF 20%. 2. SECTION 10-5-5(B)4 TO ALLOW THE CONSTRUCTION OF AN OPEN FRONT PORCH THAT IS SET BACK 16 FEET FROM THE FRONT YARD LOT LINE IN LIEU OF THE MINIMUM REQUIRED FRONT YARD SETBACK OF 22.5 FEET.
(Keith and Amanda Cyzen, owners)

Staff Report

Building and Zoning Official Joe Kvapil displayed a photograph of the subject home at 596 Phillips Avenue. He stated that the petitioners are requesting approval of two (2) variations as follows: One variation from Section 10-4-8(E)1 to allow the construction of a building addition that results in a lot coverage ratio of 24.5% in lieu of the maximum permitted lot coverage ratio of 20% and a second variation from Section 10-5-5(B)4 to allow the construction of an open front porch that is set back 16 feet from the front yard lot line in lieu of the minimum required front yard setback of 22.5 feet. Mr. Kvapil stated that the subject property is an interior lot located in the R2 Zoning District on the north side of Phillips Avenue and that the zoning and land use surrounding the subject property is single-family residential. He added that the subject property is not in or near any designated flood area.

Mr. Kvapil stated that the subject lot is nonconforming at 5,727 square feet which is substantially under the current required minimum of 8,712 square feet. He stated that the property is nonconforming regarding lot area, lot width, lot depth, front yard setback, rear

yard setback, left side interior side yard setback and lot coverage ratio. Mr. Kvapil stated that the subject property has had no alterations in the recent past that were significant and no zoning variations have been granted for this property.

Mr. Kvapil displayed a site plan of the subject property. He stated that the owners are proposing to enclose the existing 120-square foot open front porch to add interior living space to the home. He stated that the existing open front porch is currently excluded from the lot coverage area, however, the porch will be included in the lot coverage area and considered to be a building addition when it becomes enclosed. Mr. Kvapil added that the porch will result in an increase in the lot coverage area from 22.5 percent to 24.5 percent and will require a zoning variation. Mr. Kvapil stated that the owners also propose to construct an open front porch that will be 8-1/2 feet deep and will extend approximately 29 feet across the entire front of the home. He added that the proposed porch will be set back from the front lot line 16 feet at its closest point which requires a zoning variation since the Zoning Code requires that the front porch must be set back a minimum of 22-1/2 feet from the front lot line. Mr. Kvapil stated that the Zoning Code requires a front porch to be a minimum of 6 feet deep in order to qualify for the lot coverage exemption. He added that if the porch was less than 6 feet deep, the front yard setback variation would be reduced but the square footage would need to be added into the lot coverage. Mr. Kvapil also stated that one-half of the front porch will not comply with the setback requirement.

Mr. Kvapil distributed to the ZBA members a petition with the names of 11 neighbors in support of the variation requests that the Village received earlier today from the petitioner. He also distributed a note that indicated an anonymous person had come into the Building Department today with concerns regarding the proposed project. The person was concerned that adding onto the building would eliminate most of the green space in the front yard and impact the beauty of the neighborhood. The person also felt that adding an additional structure to the front of the house would obstruct the view down Phillips Avenue and create a dangerous situation for cars and children riding bikes. Mr. Kvapil also stated that Carl Karg of 600 Phillips Avenue and the owner of 603 Phillips Avenue phoned and said that he was aware of the petition but did not have time to adequately review it and understand the proposal so he was unable to provide an opinion for or against the variation requests.

Petitioners' Presentation

Keith Cyzen, the homeowner of 596 Phillips Avenue, Glen Ellyn, Illinois and Daniel James Simoneit, Z + O Architects, 504 Hillside Avenue, Glen Ellyn, Illinois spoke on behalf of the variation requests. Mr. Cyzen introduced the members of his family, including Amanda Cyzen, his wife, and four children. He stated that his children play in the front yard of their home and since the front door of the home does not look directly into the front yard, it is difficult to monitor the children when they are outdoors. He added that the impetus for the change is to have the front door face the street like most other homes and to have their porch available for access to the children. Mr. Cyzen

stated that the existing front porch will be closed in so that more space is available in the home.

Mr. Simoneit stated that the reason that the petitioners and he are at this meeting is because the entire home is nonconforming and variations are required to do any work at all to the home. He stated that an issue that adds to the hardship is that the codes were adopted long after the home was built in approximately 1930. Mr. Simoneit stated that the subject home, although small, is of a nice scale. He stated that the proposed enclosure at the front of the house is to create an entranceway to transition into the home as there is currently no vestibule into the home. He also stated that half of the porch is legally conforming and half is not due to codes being created after the home was built and that the existing home is not quite parallel to the property lines. Mr. Simoneit stated that the 8-foot depth of the proposed porch is standard and will allow enough space for adults to sit on the porch to watch the children play in the yard. Mr. Simoneit displayed and described some photographs/graphics as shown in the petitioners' packet including a plat of survey and 3D models of the home. He stated that if the subject home was squared up on a standard 50-foot x 150-foot lot, only a small variance on the front of the home for the extension would be necessary. He added that in the worst case scenario, on the northeast side of the house, the corner on the farthest point on the eave would be 3 feet 3 inches farther than the porch that exists on the home next door.

Mr. Simoneit stated that the proposed project in size and scale is humble as is the subject house and he displayed before and after photos of the subject home as well as other photos. He added that the lot coverage ratio will increase at the porch area when glass is added and the area will be closed to create an entrance vestibule. Mr. Simoneit also stated they would like to add charm and character to the home and the porch. He added that almost every home on the subject block is in violation of the current front yard setback.

Mr. Simoneit stated that the subject home is very small with 925 square feet on the first floor and 600 square feet on the second floor for a total of 1,525 square feet which includes the 120-square foot open front porch and 240 square feet of the attached garage. Mr. Simoneit added that the space being added to the home will be more of a thoroughfare to the home and a space for guests to enter with a window seat and coat area.

Responses to Questions from the ZBA

ZBA Member Constantino asked a question regarding the allowance of a bonus for the property. Mr. Kvapil stated that a porch is eligible for a bonus when open on two sides; therefore, the existing 120-square foot porch space was not included in the original lot coverage calculation which is nonconforming. Mr. Kvapil explained that the lot coverage ratio will increase from 22.5% to 24.5% with the enclosure of the existing open porch. He also stated that the proposed porch will be open on three sides and the Zoning Code allows an exemption up to 240 square feet from lot coverage area for open front porches on three sides. He added that, therefore, none of the area on the new front porch counts

toward lot coverage area or lot coverage ratio. ZBA Member Siligmueller asked Mr. Kvapil if he had information regarding other houses in the neighborhood that did not appear to have compliant front yard setbacks. Mr. Kvapil displayed an aerial photo of the area and responded that no setback information was received from the houses on either side of the subject property although the houses appear to be very close to the street and may be nonconforming (less than 30 feet from the front property line). Mr. Kvapil also displayed a survey of the property at 600 Phillips Avenue from the Village files that indicates that the front yard setback is approximately 20.75 feet which is nonconforming (conforming is 30 feet). He stated that the front yard setback at the subject property is currently 25.75 feet. Mr. Kvapil responded to ZBA Member Loch that he did not have the lot size of 600 Phillips Avenue but stated that the lot is nonconforming in several ways.

Mr. Simoneit clarified for ZBA Member Constantino that the proposed addition of the porch would extend approximately 3 feet beyond what currently exists at 600 feet. He also added that the porch will remain open in the future and that there will be no foundation underneath. ZBA Member Constantino asked if the proposed size of the extension of the porch is the minimum that is practical and would the proposed increase of the encroachment into the setback work at 4 feet instead of 6 feet. Mr. Simoneit responded that changing the 6 feet to 4 feet would make the function obsolete because it would not allow enough space for chairs and for people to walk by the chairs. ZBA Member Constantino asked what is particularly unique about the subject property to require variations, and Mr. Simoneit responded the uniqueness is the nonconforming size and shape of the property. He added that the lots and homes to the south and west continually become larger and the subject home is one of two homes in the area that is unique in that it is "shoe-horned" onto the property. ZBA Member Siligmueller asked for confirmation that Mr. Simoneit did not agree with the note that was forwarded to the ZBA by an anonymous person who felt that having the new porch at the proposed distance from the street was a safety hazard as cars on the street would be unable to see children on bicycles. Mr. Simoneit responded that, as a citizen, he drives on the subject street up to four times per day and stated that the proposed porch will be somewhat open and not a problem. ZBA Member Fried asked what the width of the south side of the porch was, and Mr. Simoneit responded 2-3 feet. Mr. Kvapil responded to ZBA Member Fried that the porch projects 3 feet into the required setback at that location. ZBA Member Fried asked if it would be possible to build a porch 5 feet wide all the way across, and Mr. Simoneit replied yes but responded that the petitioners would like enough room to be able to enjoy the front porch. Mr. Simoneit responded to ZBA Member Fried that the current porch is 8 feet wide. Mr. Cyzen added that French doors will be added to the sun room that will allow a view from the house into the porch and if the porch was less wide, that access to the children would be lost. Ms. Cyzen stated that with four children and two dogs, they are outgrowing their house but not their neighborhood. She added that she would like to be able to make their house functional by gaining back the livable space. Mr. Simoneit added that the front door is the primary point of access to the home

Persons in Favor of or in Opposition to the Petition

No members of the public spoke in favor of or against the proposed project.

Comments from the Zoning Board of Appeals

ZBA Member Constantino was in favor of the proposed variations. He stated that the subject home has one of the smallest lots in building area and footprint that the ZBA has seen and while the lot area does not normally apply as a practical difficulty, he felt that the subject project is a unique situation with a great hardship. He was not concerned about the enclosure of the existing porch as the footprint for the main structure is not increased. ZBA Member Constantino had some concern regarding the size of the porch but was in favor given the fact that it is only 3 feet beyond the neighbor's extension of his porch and minimally 6 feet is necessary to obtain an exemption from lot coverage which will be from approximately 7-1/2 feet to 8 feet and the fact that testimony was presented that there is no apparent safety or traffic concerns in favor. ZBA Member Siligmueller was also supportive of the variation requests because of the unique circumstances regarding the size of the lot and the curve of the street. He also felt that the impact of the variations to the neighborhood is positive. ZBA Member Fried stated she would prefer a 7-foot porch. ZBA Member Loch felt that the proposed design was beautiful but had a problem with the bulk because of the small lot and, therefore, was not in favor of the proposal. She also was struggling with the lot coverage ratio because the lot was so small. Mr. Simoneit stated that an 8-foot deep porch can be standardize framed which is cost effective, and Mr. Cyzen stated he was concerned about the function of the porch if the size is smaller. After some discussion, Ms. Fried and Ms. Loch agreed to support the variation requests if the depth of the porch was reduced to 7 feet, and the other ZBA members agreed with that reduction.

Motion

ZBA Member Fried moved, seconded by ZBA Member Loch, to recommend that the Village Board approve two variations for 596 Phillips Avenue from Section 10-4-8(E)1 to allow the construction of a building addition that results in a lot coverage ratio of 24.5% in lieu of the maximum permitted lot coverage ratio of 20% and from Section 10-5-5(B)4 to all0ow the construction of an open front porch that is set back 17 feet from the front yard lot line in lieu of the minimum required front yard setback of 22.5 feet and shall not exceed 7 feet in depth. The unique circumstances regarding this request were that the subject older home is built on a substandard lot which is one of the smaller lots in the area and is one of the smaller building footprints for lot coverage ratio and there are nonconforming front and side yards. The hardship regarding this request is that no work could be done to the subject home without a variation being approved.

The motion carried unanimously with five (5) yes votes as follows: ZBA Members Fried, Loch, Constantino, Siligmueller and Chairman Garrity voted yes.

Trustee Report

Trustee Cooper described an item discussed at the Village Board meeting the previous evening regarding a request for a special use variance for a cookout with alcohol at J & R at Pennsylvania Avenue and Park Boulevard. He also recommended that the ZBA members review the interim financial report and he stated that income tax revenues are again beginning to increase. Trustee Cooper responded to ZBA Member Fried that he will request Village Manager Franz to appear at a ZBA meeting in the future. He also requested that the ZBA members attend a future Village Board workshop meeting where commissions will be discussed.

Staff Report

Mr. Kvapil stated that the September 11, 2012 ZBA meeting will be cancelled. He added that two variations are scheduled for the September 25, 2012 meeting and one variation is scheduled for the October 9, 2012 meeting.

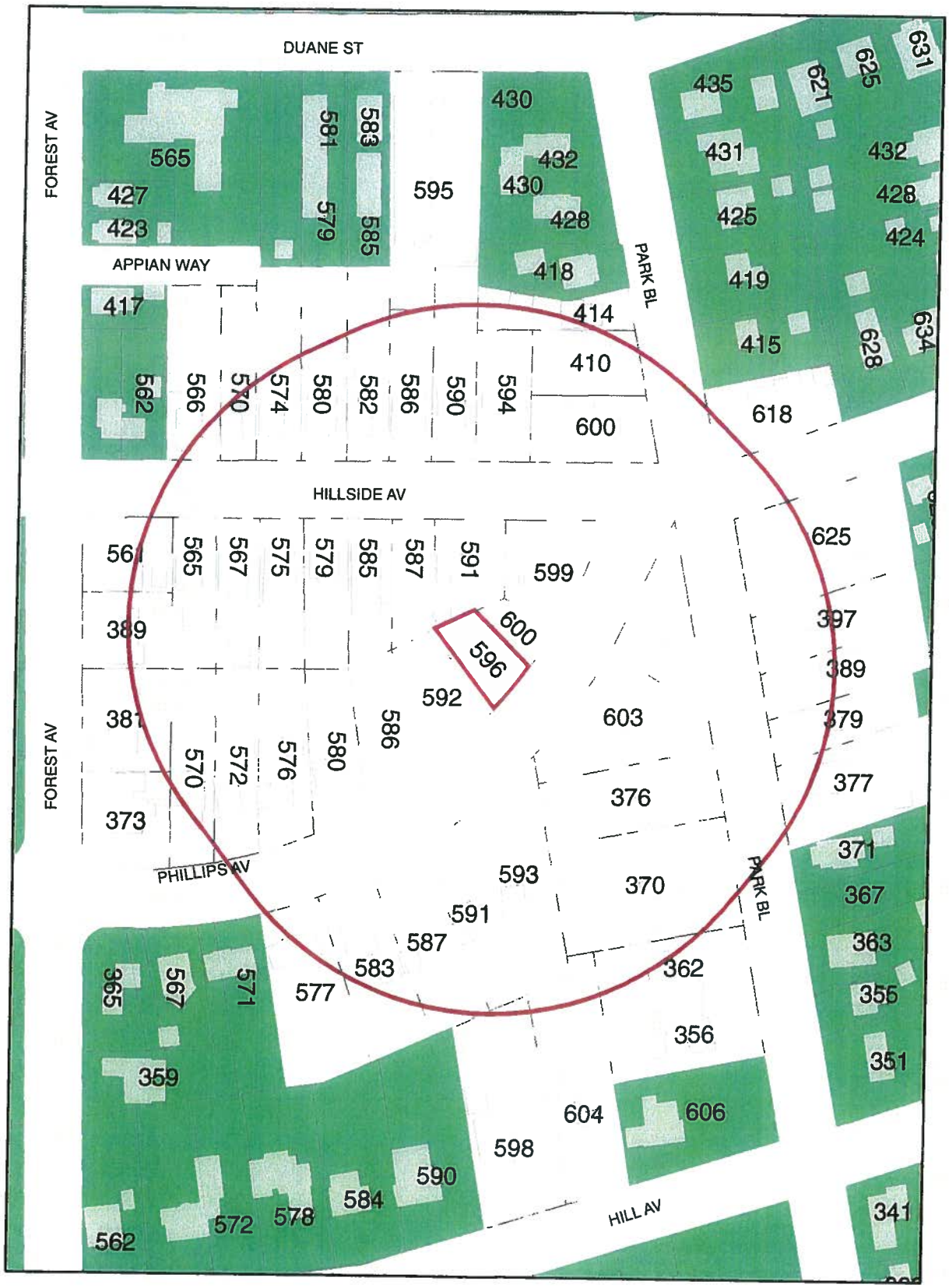
There being no further business before the Zoning Board of Appeals, the meeting was adjourned at 8:57 p.m.

Submitted by:
Barbara Utterback
Recording Secretary

Reviewed by:
Joe Kvapil
Building & Zoning Official

596 PHILLIPS AVENUE

596 Phillips Avenue



Prepared By: Planning and Development
Date: August 8, 2012

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Village of Glen Ellyn

Ordinance No. _____

An Ordinance Approving Variations from the Lot Coverage Ratio and Front Porch Setback Requirements of the Zoning Code to Allow a Building Addition and an Open Front Porch For Property at 596 Phillips Avenue Glen Ellyn, IL 60137

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

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

Ordinance No. _____

An Ordinance Approving Variations from the Lot Coverage Ratio and Front Porch Setback Requirements of the Zoning Code to Allow a Building Addition and an Open Front Porch For Property at 596 Phillips Avenue Glen Ellyn, IL 60137

Whereas, Keith and Amanda Cyzen, owners of the property at 596 Phillips Avenue, Glen Ellyn, Illinois, which is legally described as follows:

> Of all that part of Sub Lot "C" lying Southwest of a straight line drawn from a point in the Northerly line of Phillips Avenue which is 65 feet (measured on a straight line) Northeasterly from the Southwesterly corner of said Sub Lot "C" extending in a Northwesterly direction to a point in Northerly line of said Sub Lot "C" which is 50 feet (measured along said Northerly line) Northeasterly from the Northwesterly corner of said Sub Lot "C" in Mabel R. Zander's Subdivision of Lot 1 in Block 1 of E. W. Zander and Company's Park Addition to Glen Ellyn, in the North half of Section 14, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat of said Mabel R. Zander's Subdivision of Lot 1 recorded April 14, 1916 as Document 124695, in DuPage County, Illinois.
>
> P.I.N.: 0514104019

have petitioned the President and Board of Trustees of the Village of Glen Ellyn for two variations from the Glen Ellyn Zoning Code as follows:

1. Section 10-4-8(E)1 to allow the construction of a building addition that results in a lot coverage ratio of 24.5% in lieu of the maximum permitted lot coverage ratio of 20%.
2. Section 10-5-5(B)4 to allow the construction of an open front porch that is set back 17 feet from the front yard lot line in lieu of the minimum required front yard setback of 22.5 feet.

Whereas, following due notice by publication in the Daily Herald not less than fifteen (15) nor more than thirty (30) days prior thereto, and by mailing notice to all property owners within 250

feet of the subject property at least ten (10) days prior thereto, and following the placement of a placard on the subject property not less than fifteen (15) days prior thereto, the Glen Ellyn Zoning Board of Appeals conducted a public hearing on August 28, 2012, at which the petitioners presented evidence, testimony, and exhibits in support of the variations requested and no persons appeared in favor of the variations or in opposition thereto; and

Whereas, based upon the evidence, testimony, and exhibits presented at the public hearing on August 28, 2012, the Zoning Board of Appeals adopted findings of fact and voted on a motion to approve the variations, which carried unanimously with five (5) "yes" votes resulting in a recommendation for approval as set forth in its draft Minutes dated August 28, 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 lot is substandard in area, width and depth and the home is nonconforming in lot coverage area and front, rear and side yard setbacks which prohibits almost any building improvement without a variation;

B. That the variations, if granted, will not alter the essential character of the locality, since the small lot and nonconforming conditions are consistent with many other homes in the neighborhood;

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 zoning regulations prohibit almost any building improvement without a variation;

D. That the conditions upon which the variations are based would not be applicable generally to other property within the same zoning district since the size and shape of the lot and the configuration of the home on the lot is unique to this property;

E. That the purpose of the variations are not based exclusively upon a desire to make more money out of the property since the applicants intend to makes these improvements for their own personal use and have no desire to sell the property or move from the home;

F. That the practical difficulty or particular hardship has not been created by any persons presently having an interest in the property since the owners have not previously made any additions to the home or other significant property improvements and have not been granted any prior variations;

G. That the variations will not be detrimental to the public comfort, morals, and welfare or injurious to other property or improvements in the neighborhood in which the property is located since it is a permitted use in the zoning district and will be constructed in accordance with applicable zoning code regulations;

H. That the variations will not substantially increase the hazard from fire or other dangers to said property and not otherwise impair the public health, safety, or general welfare of the inhabitants of the Village since the structures will be constructed in accordance with all applicable building code regulations;

I. That the variations will not diminish or impair property values within the neighborhood, since the improvements will increase the value of the property;

J. That the variations will not result in an increase in public expenditures or create a nuisance since the development is a permitted single-family residential use in a residential zoning district;

K. That the variations are the minimum variations that will make possible the reasonable use of the land and building; and

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

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

Section One: The draft Minutes of the August 28, 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 two variations from the Glen Ellyn Zoning Code as follows:

1. Section 10-4-8(E)1 to allow the construction of a building addition that results in a lot coverage ratio of 24.5% in lieu of the maximum permitted lot coverage ratio of 20%.

2. Section 10-5-5(B)4 to allow the construction of an open front porch that is set back 17 feet from the front yard lot line in lieu of the minimum required front yard setback of 22.5 feet.

to allow the construction of a building addition and an open front porch at 596 Phillips Avenue, Glen Ellyn, Illinois, which is legally described as follows:

> Of all that part of Sub Lot "C" lying Southwest of a straight line drawn from a point in the Northerly line of Phillips Avenue which is 65 feet (measured on a straight line) Northeasterly from the Southwesterly corner of said Sub Lot "C" extending in a Northwesterly direction to a point in Northerly line of said Sub Lot "C" which is 50 feet (measured along said Northerly line) Northeasterly from the Northwesterly corner of said Sub Lot "C" in Mabel R. Zander's Subdivision of Lot 1 in Block 1 of E. W. Zander and Company's Park Addition to Glen

Ellyn, in the North half of Section 14, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat of said Mabel R. Zander's Subdivision of Lot 1 recorded April 14, 1916 as Document 124695, in DuPage County, Illinois.

P.I.N.: 0514104019

Section Three: This grant of variations to construct a building addition and an open front porch is approved subject to the following conditions:

1. That the open front porch shall not exceed seven feet deep.

2. That the construction is completed in substantial conformance with the plans and the Application for Variation received by the Planning & Development Department and signed on July 20, 2012 and the testimony and exhibits provided at the August 28, 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 variations granted herein, provided that all conditions set forth hereinabove have been met and that the proposed construction is in compliance with all other applicable laws and ordinances. This grant of variations shall expire and become null and void twenty-four (24) months from the date of passage of this Ordinance unless a building permit to begin construction in reliance on these variations is applied for within said twenty-four (24) month time period and construction is continuously and vigorously pursued provided, however, the Village Board, by motion, may extend the period during which permit application, construction, and completion shall take place.

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

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

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

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

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NOTICE OF PUBLIC HEARING

Keith and Amanda Cyzen, owners of the property at 596 Phillips Avenue, are requesting a public hearing for two variations in accordance with Section 10-10-12 of the Glen Ellyn Zoning Code. The owners would like to build an addition to the existing home by enclosing an existing open front porch and constructing a new open front porch. The home and proposed addition will exceed the maximum permitted lot coverage area and the proposed front porch will not be set back the minimum distance from the front property line as required in the Zoning Code. The Glen Ellyn Zoning Board of Appeals will conduct a public hearing to consider these Variations on **Tuesday, August 28, 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 two variations from the Glen Ellyn Zoning Code as follows:

1. Section 10-4-8(E)1 to allow the construction of a building addition that results in a lot coverage ratio of 24.5% in lieu of the maximum permitted lot coverage ratio of 20%.
2. Section 10-5-5(B)4 to allow the construction of an open front porch that is set back 17 feet from the front yard lot line in lieu of the minimum required front yard setback of 22.5 feet.
3. Any other zoning relief necessary to construct the project as depicted on the plans presented or revised at the public hearing or at a public meeting of the Village Board.

The property is zoned R2, Residential District, and is legally described as follows:
Of all that part of Sub Lot "C" lying Southwest of a straight line drawn from a point in the Northerly line of Phillips Avenue which is 65 feet (measured on a straight line) Northeasterly from the Southwesterly corner of said Sub Lot "C" extending in a Northwesterly direction to a point in Northerly line of said Sub Lot "C" which is 50 feet (measured along said Northerly line) Northeasterly from the Northwesterly corner of said Sub Lot "C" in Mabel R. Zander's Subdivision of Lot 1 in Block 1 of E. W. Zander and Company's Park Addition to Glen Ellyn, in the North half of Section 14, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat of said Mabel R. Zander's Subdivision of Lot 1 recorded April 14, 1916 as Document 124695, in DuPage County, Illinois.

P.I.N.: 0514104019

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, August 10, 2012)

CIVIC CENTER 535 DUANE STREET GLEN ELLYN, IL 60137 630.469.5000 FAX 630.469.8849

SCHREIBER, LUCY E
OR CURRENT OWNER
561 HILLSIDE AVE
GLEN ELLYN IL 60137

BOWLER, THOMAS P & TRUDY
OR CURRENT OWNER
593 PHILLIPS AVE
GLEN ELLYN IL 60137

LAND, WALTER R & PHYLLIS
OR CURRENT OWNER
397 PARK BLVD
GLEN ELLYN IL 60137

625 HILLSIDE AVE LLC
OR CURRENT OWNER
191 SUNSET AVE
GLEN ELLYN IL 60137

KLEIN, RICHARD C
OR CURRENT OWNER
389 FOREST AVE
GLEN ELLYN IL 60137

GAPINSKI, LORI J
OR CURRENT OWNER
567 HILLSIDE AVE
GLEN ELLYN IL 60137

KILLION TR, ROWENA G
OR CURRENT OWNER
591 PHILLIPS AVE
GLEN ELLYN IL 60137

OBRIEN, WILLIAM & TERESA
OR CURRENT OWNER
586 PHILLIPS AVE
GLEN ELLYN IL 60137

PATTERSON, ZACHARY & G
OR CURRENT OWNER
362 N PARK BLVD
GLEN ELLYN IL 60137

REISS, DOLORES K TR
OR CURRENT OWNER
379 N PARK BLVD
GLEN ELLYN IL 60137

BARTON,JACOB & EMILY
OR CURRENT OWNER
572 PHILLIPS AVE
GLEN ELLYN IL 60137

SCHILLING, DAVID M
OR CURRENT OWNER
579 HILLSIDE AVE
GLEN ELLYN IL 60137

CARLIN, MICHELLE P
OR CURRENT OWNER
599 HILLSIDE AVE
GLEN ELLYN IL 60137

DOMBRO, SUSAN WARD
OR CURRENT OWNER
576 PHILLIPS AVE
GLEN ELLYN IL 60137

KILLHAM, JAMES A TRUST
OR CURRENT OWNER
377 N PARK BLVD
GLEN ELLYN IL 60137

BERRY, KURT & JACQUELINE
OR CURRENT OWNER
373 FOREST AVE
GLEN ELLYN IL 60137

CYZEN, KEITH & AMANDA
OR CURRENT OWNER
596 PHILLIPS AVE
GLEN ELLYN IL 60137

REEVES, GARETH
OR CURRENT OWNER
618 HILLSIDE AVE
GLEN ELLYN IL 60137

MOJICA, M
OR CURRENT OWNER
598 HILL AVE
GLEN ELLYN IL 60137

KOZELUH, IRVIN N & MINDY
OR CURRENT OWNER
604 HILL AVE
GLEN ELLYN IL 60137

SALLAS, BILLY JOE
OR CURRENT OWNER
575 HILLSIDE AVE
GLEN ELLYN IL 60137

GADBOIS, SIRI S & MARK T
OR CURRENT OWNER
381 FOREST AVE
GLEN ELLYN IL 60137

BELANGER JR 44332, ROBT N
OR CURRENT OWNER
565 HILLSIDE AVE
GLEN ELLYN IL 60137

HAHNE, DAVID A & VIRGINIA
OR CURRENT OWNER
583 PHILLIPS AVE
GLEN ELLYN IL 60137

JOHNSON, FRANK & DOROTHY
OR CURRENT OWNER
592 PHILLIPS AVE
GLEN ELLYN IL 60137

KELLY, WILLIAM & MARY
OR CURRENT OWNER
389 N PARK BLVD
GLEN ELLYN IL 60137

SWEENEY, LAWRENCE & JANET
OR CURRENT OWNER
577 PHILLIPS AVE
GLEN ELLYN IL 60137

ADLER, PHILIP P
OR CURRENT OWNER
570 PHILLIPS AVE
GLEN ELLYN IL 60137

WEBSTER, MARSHA B
OR CURRENT OWNER
580 PHILLIPS AVE
GLEN ELLYN IL 60137

ROGERS, JAMES B
OR CURRENT OWNER
585 HILLSIDE AVE
GLEN ELLYN IL 60137

ALBRECHT, JAMES F &PAMELA
OR CURRENT OWNER
587 HILLSIDE AVE
GLEN ELLYN IL 60137

CROWLEY, BRIAN
OR CURRENT OWNER
580 HILLSIDE AVE
GLEN ELLYN IL 60137

EVANS, THOMAS G & JEANINE
OR CURRENT OWNER
587 PHILLIPS AVE
GLEN ELLYN IL 60137

DICKSON, DOUGLAS & LINDA
OR CURRENT OWNER
582 HILLSIDE AVE
GLEN ELLYN IL 60137

MC CARDLE, DAMIEN &EILEEN
OR CURRENT OWNER
591 E HILLSIDE AVE
GLEN ELLYN IL 60137

SCRUTON-WILSON, JOHN & RK
OR CURRENT OWNER
410 N PARK AVE
GLEN ELLYN IL 60137

KARG, NINETTE G
OR CURRENT OWNER
600 PHILLIPS AVE
GLEN ELLYN IL 60137

DRATHS III, MARTIN & A
OR CURRENT OWNER
370 N PARK BLVD
GLEN ELLYN IL 60137

GLEN ELLYN PARK DISTRICT
OR CURRENT OWNER
185 SPRING AVE
GLEN ELLYN IL 60137

BODE, LINCOLN & GAIL
OR CURRENT OWNER
566 HILLSIDE AVE
GLEN ELLYN IL 60137

KARG, KARL A & N G
OR CURRENT OWNER
603 PHILLIPS AVE
GLEN ELLYN IL 60137

MARGETTS, ROBERT
OR CURRENT OWNER
570 HILLSIDE AVE
GLEN ELLYN IL 60137

GORSKI, ROBERT J
OR CURRENT OWNER
376 PARK BLVD
GLEN ELLYN IL 60137

DORN, MARK & K SCHERER
OR CURRENT OWNER
586 HILLSIDE AVE
GLEN ELLYN IL 60137

APPLETON, GREGORY R & P E
OR CURRENT OWNER
40 BURNS AVE
WYOMING OH 45215

DORIN JR, ANTON & LAURA
OR CURRENT OWNER
600 HILLSIDE AVE
GLEN ELLYN IL 60137

SAMUTA, NOEL & LINDA
OR CURRENT OWNER
590 HILLSIDE AVE
GLEN ELLYN IL 60137

BYRNE, C & M HENRY
OR CURRENT OWNER
414 N PARK
GLEN ELLYN IL 60137

VALDICK, MARK & ANGELA
OR CURRENT OWNER
594 HILLSIDE AVE
GLEN ELLYN IL 60137

METZ, PAUL E & MARIA
OR CURRENT OWNER
574 HILLSIDE AVE
GLEN ELLYN IL 60137

Cyzen Residence 596 Phillips Avenue, Glen Ellyn, IL 60137

submittal.01: 2012.07.20
submittal.02: 2012.08.01

VILLAGE OF GLEN ELLYN

Zoning Variation Request Packet

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

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

APPLICATION FOR VARIATION

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.

I. APPLICANT INFORMATION:

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

Name: Jamie Simoneit of Z+O/ai inc. for owners Keith + Amanda Cyzen

Address: 596 Phillips Avenue, Glen Ellyn, IL 60137

Phone No.: office: 630.858.5888 cell: 630.341.5888

Fax No.: 630.858.5828

E-mail: zplusoai@wowway.com

Ownership Interest in the Property in Question: none

II. INFORMATION REQUIRED BY SECTION 10-10-10(B) 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):
Keith + Amanda Cyzen 596 Phillips Avenue, Glen Ellyn, IL 60137

Name and address of the person or entity for whom the applicant is acting (if the applicant is acting in a representative capacity):
Keith + Amanda Cyzen 596 Phillips Avenue, Glen Ellyn, IL. 60137

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: 596 Phillips Avenue, Glen Ellyn, Il 60137

Permanent tax index number: PIN: 05-14-104-019

Legal description: Of all that part of Sub Lot "C lying Southwest of a straight line drawn from a point in the Northerly line of Phillips Avenue which is 65 feet (measured on a straight line) Northeasterly from the Southeasterly corner of said ~~Sub Lot "C" extending in a Northwesterly direction to a point in Northerly line of said Sub Lot "C" which is 50 feet (measured along said Northerly line), Northeasterly from the Northwesterly corner of said Sub Lot "C" in Mabel R. Zander's Subdivision~~ of Lot 1 in Block 1 of E.W. Zander and Company's Park Addition to Glen Ellyn, in the North half of Section 14, Plat of said Mabel R. Zander's Subdivision of Lot 1 recorded April 14, 1916 as Document 124695, in DuPage County, Illinois.

Zoning classification: R2

Lot size: irregular ft. x _____ ft. Area: 5,584 sq. ft.

N: 50 ft. E: 92.78 ft. W: 65.04 ft. S: 114.56 ft.

Present use: single family private residence with 1 car attached garage

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):

1. 10-4-8 (E) 1: increase in lot coverage to an existing nonconforming structure
2. 10-5-5 (B) 4: permitted obstructions and accessory structures in required setbacks - item 25 porch limitations 2) May project up to 25% into required yard

Estimated date to begin construction: asap

Names and addresses of any experts (e.g., planner, architect, engineer, attorney, etc.):

Architect: Jamie Simoneit of Z+O/ai inc. Architecture + Interiors
504 Hillside Ave., Glen Ellyn, IL 60137

Surveyor: Vincent Frye of Schlaf-Sedig & Associates, Inc.,
1030 Summerfield Drive, Roselle, IL 60127

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:

1. The existing home was constructed prior to the adoption of the current zoning code

2. The existing structure is non-conforming due to the adoption of the current zoning code, thus the need for this variance

3. The lot is irregular in shape with a curved front yard on a curved front street creating an atypical non-parallel condition.

4. The lot is uncommonly small with short legs of 50' & 92.78' with at total lot area of +/-5584 sf.

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):

1. The home is almost 100 years old

OR

b. Provide evidence that the plight of the applicant/owner is due to unique circumstances relating to the property in question:

1. The conditions causing need for variation were not caused/created by the current owners

2. The home was constructed closer to the front lot line than current zoning regulations permit which prohibits the owners from enjoying the benefits of an open front porch, that is a typical and desired feature on other homes in the neighborhood.

3. The curved front yard is on a curved front street creating an atypical non-parallel condition. Thus the required setbacks slice diagonally through the existing footprint.

3. Provide evidence that the requested variation(s), if granted, will not alter the essential character of the locality of the property in question:

see page 04.A

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 is irregular in shape with a curved front yard on a curved front street creating an atypical non-parallel condition.

3. Provide evidence that the requested variation, if granted, will not alter the essential character of the locality of the property in question

1. The proposed improvements will not alter but enhance the essential character of the local vernacular.

2. The adjacent homes are positioned at a relative close distance to their front lot lines which will allow this variance to be in keeping with the character of the neighborhood.

3. The side yard setbacks for the proposed new front porch will be greater than the minimum required to compensate for the nonconforming front yard setback.

4. The current Village of Glen Ellyn code offers a lot coverage ratio bonus with the construction of a front porch which is intended to encourage this type of vernacular.

5. The existing front porch to be enclosed resides under the primary roof structure of the home. Enclosing it has no effect or impact on the essential character of the local vernacular

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:

1. Due to the unique conditions created by the serpentine path of Phillips Avenue, as it merges into Hillside Avenue it creates many diverse conditions.

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 desire to make more money is not the purpose of this variance. Keith + Amanda desire to create an outdoor space for friends and neighbors to gather and to observe their children playing in the street and sidewalk while improving the appearance of their home.

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 difficulty/hardships were not caused/created by the current owners. The conditions that have forced the Cyzen's to request a variance/s were created by the adoption of the current zoning code +/- 90 years post construction of the home's original structure.

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

The Cyzen's have discussed their project with adjacent neighbors.

All work is being performed by licensed professionals to ensure the welfare of the neighborhood.

6. Provide evidence that the proposed variation will not:

a. Impair an adequate supply of light and air to adjacent property;

The proposed project is an open-air porch with east and South exposure and will not impede any of the adjacent properties.

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

The majority of the proposed porch exterior finishes are to be completed in non-combustable finishes such as brick and cementitious (hardi-plank) shingles/trim + standing seam metal roof.

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

The design objective is to to the complete opposite of this statement. It is our hope that the Planning and Development staff and the ZBA will agree.

d. Diminish or impair property values within the neighborhood;

It is my belief that the proposed project will not diminish or impair - but do the exact opposite by improving/increasing neighborhood/adjacent property values.

e. Unduly increase traffic congestion in the public streets and highway;

None expected/imagined at this time. The Cyzen's are a 1 car family with a 1 car garage.

f. Create a nuisance; or

None expected/imagined at this time.

g. Results in an increase in public expenditures.

None expected/imagined at this time.

7. Provide evidence that the variation is the minimum variation that will make possible the reasonable use of the land, building or structure.

I do not believe we are seeking variations that are egragareous - but variations that are necessitated by pre-existing challenging conditions to which there are no alternative but a variance.

8. Please add any comments which may assist the Zoning Board of Appeals of Appeals in reviewing this application.

Please know that it is the Cyzen's desire to stay in their current home because of their love of the neighborhood/neighbors.

It is my desire to design a project that meets my client's needs and a home that is copacetic/fits in with the scale and vernacular of the neighborhood.

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.

none - not applicable

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.

none - not applicable

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.

none - not applicable

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

none - not applicable

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.

none - not applicable

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

none - not applicable

RECEIVED
Cozen - 596 Phillips Ave. 08
JUL 25 2012
PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN

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.

Amanda Cepek

Keith M. Cepek

Signature of Applicant(s)

7-20-12

Date filed

AFFIDAVIT OF AUTHORIZATION

I, Keith + Amanda Cyzen owner of the property described as 596 Phillips Avenue, Glen Ellyn, IL 60137

verify that Daniel J. Simoneit (Jamie) of Z+O/ai inc. architecture + interiors 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.

OWNER

NOTARY

REIMBURSEMENT OF FEES AGREEMENT

Village of Glen Ellyn Acct: #_____
Initial Deposit Amount: _____

I. DESCRIPTION OF PROJECT: Private Residence - renovations + additions

II. OWNER:
- A. Owner of Property: Keith + Amanda Cyzen
- B. Owner's Address: 596 Phillips Avenue Glen Ellyn, Illinois 60137
- C. Owner's Home Phone Number: _____ Fax: _____
- D. Owner's Work Phone Number: KC cell: 312.731.1062 AC cell: 312.371.6700
- E. Owner's E-mail: KC: cyzen@chapman.com AC: acyzen@aol.com
- F. If Owner is a Land Trust or Corporation, the attached disclosures of interest should be filled out.

III. PERSON MAKING REQUEST (Petitioner):
- A. Name of Petitioner: Daniel J. Simoneit (Jamie)
- B. Petitioner's Address: Z+O/ai inc. architecture + interiors 504 Hillside Avenue Glen Ellyn, IL. 60137
- C. Petitioner's Home Phone Number: cell: 630.341.5888
- D. Petitioner's Work Number: office: 630.858.5888
- E. Petitioner's E-mail: zplusoai@wowway.com

IV. LOCATION OF PROPERTY:
- A. General Location of Property: 596 Phillips Avenue Glen Ellyn, IL. 60137
- B. Acreage of Parcel: 5,584 sf = 0.128191 acres
- C. Permanent Index Number(s): PIN: 05-14-104-019
- D. Legal Description (Please attach) please refer to attached Plat of Survey

V. REIMBURSEMENT OF FEES:

The Ordinances of the Village require the owners of property, or individuals seeking to utilize property, to receive approval by ordinance or the issuance of a permit to undertake various uses or improvements of property in the Village. These uses can include requests for textual or map changes in the Zoning Ordinance, applications for building permits, requests for zoning relief and other similar requests. The Village has established a fee schedule for the anticipated use of staff time in processing such petitions or applications. In many cases, however the Village cannot reasonably evaluate the validity or compliance of the petition or application with the Ordinances of the Village without the use of reports from various consultants. In some cases, the application or petition requires among other things, public hearings and associated public notice costs, preparation of minutes or transcripts from the public hearing or meeting, recording costs of Ordinances and the preparation of reports by consultants whose services require the payment of out-of-pocket expenses by the Village. These expenses would not have been incurred but for the petition or application. The Village does not intend to seek to make a profit on its utilization of such consultants, but requires that the applicant, or the person receiving benefit, shall be obligated to reimburse the out-of-pocket expenses incurred by the Village. The Village shall seek to employ consultants who shall charge rates consistent with those paid by private parties who seek similar consulting services. The Village intends, through this Agreement, to cause the payment of out-of-pocket expenses and to require the creation of an escrow fund to guarantee that the petition or

application will not result in the citizens of the Village being required to pay for costs incurred at the request of the owner or applicant.

This document shall constitute a contract when an application is made for a license, permit, request for zoning relief or other approval involving the use of real property. Should the Village, in its sole and exclusive discretion, determine that it is necessary or desirable for the Village to obtain professional services, including, but not limited to, attorneys, engineers, planners, architects, surveyors, court reporters, traffic, drainage or other consultants, including full and/or part time site inspection services during the actual construction of any required improvements, and/or to incur costs related to any required notices or recordations, in connection with any application or petition filed by the petitioner then the petitioner and owner shall be jointly and severally liable for the payment of such professional fees and costs, as shall actually be incurred by the Village. The Planning and Development Director is hereby authorized to assign the above described services to the Village staff or to consultants, as the Director deems appropriate and without prior notification to the petitioner.

Any application or petition to be reviewed by the Planning and Development Department or by the Plan Commission or Architectural Review Commission shall require the petitioner to establish an escrow account with the Village in an amount determined by the Planning and Development Director to reimburse the Village for all out of pocket costs associated with the request. These out of pocket costs will cover such things as services provided by the Village's consulting engineer, consulting attorney, consulting planner, traffic consultant, wetland consultant, landscape consultant, architectural consultant, appraiser and transcriber, among others, as well as reproduction costs, public hearing notice costs, recording costs, etc. Along with the application the petitioner shall also submit a signed copy of this agreement thereby acknowledging and agreeing to reimburse the Village for all out of pocket costs associated with the application or petition.

This agreement shall be accompanied by an initial deposit in an amount to be determined by the Director of Planning and Development but shall be no less than $500. The Village will provide an itemized list of Village expenses incurred related to any charge to the escrow account, and the petitioner shall deposit funds to reimburse the Village for those expenses upon notice from the Village that the deposit has dropped below $500. If the expenses are not reimbursed, then reviews meetings and permits associated with out of pocket costs will cease, and the request will not be moved forward through the review process. At the completion of the review process, and development of the project, if appropriate, any remaining balance from the deposit will be returned to the petitioner, without interest, after all expenses have been paid.

The Village shall deduct the incurred expenditures and costs from the funds deposited. If the remaining deposit balance falls below $500.00, the petitioner, upon notice by the Village, shall be required to replenish the deposit to its initial amount. The Village shall mail the petitioner regular invoices for the fees and costs incurred. The petitioner shall replenish the deposit amount within thirty (30) days of issuance of each such invoice directing replenishment of the deposit.

A petitioner who withdraws his or her petition may apply in writing to the Planning and Development Director for a refund of his or her remaining escrow balance. The Planning and Development Director may, at his or her discretion, approve such refund less any actual fees and costs, which the Village has already paid or incurred relative to the application.

JUL 23 2012

PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN

Upon the failure of the petitioner or owner to reimburse the Village in accordance with this Agreement, no further action shall be undertaken on the application by the Village President and Board of Trustees, or by any other official or quasi-official individual or body thereunder, including the conduct of any hearings or deliberations, reviews of any plans or applications, the granting of any relief or approvals, issuance of any permits or occupancies, performance of inspections and the execution or recording of any documents, until all such outstanding fees are paid in full and/or the initial deposit is restored to its full amount. Upon any failure to reimburse the Village in accordance with this Section, the Village may in its discretion, apply any or all of the initial deposit to the outstanding balance due.

The remedies available to the Village as set forth hereinabove are non-exclusive and nothing herein shall be deemed to limit or waive the Village's right to seek relief of such fees against any or all responsible parties in a court of competent jurisdiction.

Any remaining balance of any funds deposited pursuant to this Agreement shall be refunded at such time as the completion of Village deliberation on the petition or application, recordation of all necessary documents associated with the petition or application, issuance of a building permit, approval of a final inspection, or issuance of a final certificate of occupancy upon the real property in question whichever occurs later.

BY SIGNING BELOW, THE PETITIONER AND OWNER ACKNOWLEDGE THAT EACH OF THEM HAS READ THE FOREGOING PARAGRAPHS AND EACH OF THEM FULLY UNDERSTANDS AND AGREES TO COMPLY WITH THE TERMS SET FORTH HEREIN. FURTHER, BY SIGNING BELOW, EACH SIGNATORY WARRANTS THAT HE/SHE/IT POSSESSES FULL AUTHORITY TO SO SIGN.

THE PETITIONER AND OWNER AGREE THAT PETITIONER AND OWNER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR PAYMENT OF FEES REFERRED TO IN APPLICABLE SECTIONS OF THE ORDINANCES OF THE VILLAGE OF GLEN ELLYN, AND THE OBLIGATIONS FOR PAYMENT RELATING TO THE FILING OF PETITION OR APPLICATION, AS SET FORTH HEREIN.

[signature] 240/ai inc.
Petitioner

Keith M. Cyzen
Owner

Date: 7-20-12

Village of Glen Ellyn

By: _____
Planning and Development Director

Date: _____

X:\Plandev\PLANNING\FORMS\ReimOfFeesAgrmt 020410 lg.doc

UNOFFICIAL COPY

WARRANTY DEED
Statutory (Illinois)
(Individual to Individual)

FRED BUCHOLZ
DUPAGE COUNTY RECORDER
JAN.21,2005 2:13 PM
DEED 05-14-104-019
003 PAGES R2005-015787

THE GRANTORS:

KEVIN J. YOUNG and BARBARA P. YOUNG, husband and wife,

of the City of Glen Ellyn, County of DuPage, State of Illinois, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, CONVEY and WARRANT to KEITH M. CYZEN, married to Amanda Cyzen, 1035 W. Huron, #202, Chicago, Illinois 60622,

STATE OF ILLINOIS
STATE & COUNTY TAX
JAN.21.05
W.B.
DUPAGE COUNTY
0000055057
REAL ESTATE TRANSFER TAX
FP326681

GRANTEE, of Chicago, Cook County, Illinois, all of their right, title and interest in the following described Real Estate situated in the County of DuPage in the State of Illinois, to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Subject only to covenants, conditions and restrictions of record; building lines and easements so long as they do not interfere with the current use and enjoyment of the Real Estate; any mortgage of record held by Grantee; general real estate taxes not due and payable at the time of Closing; 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 the same unto Grantee.

Permanent Real Estate Index Number(s): 05-14-104-019

Address of Real Estate: 596 Phillips Avenue, Glen Ellyn, Illinois 60137

DATED this 18th day of January, 2005

Kevin J. Young (SEAL)

Barbara P. Young (SEAL)

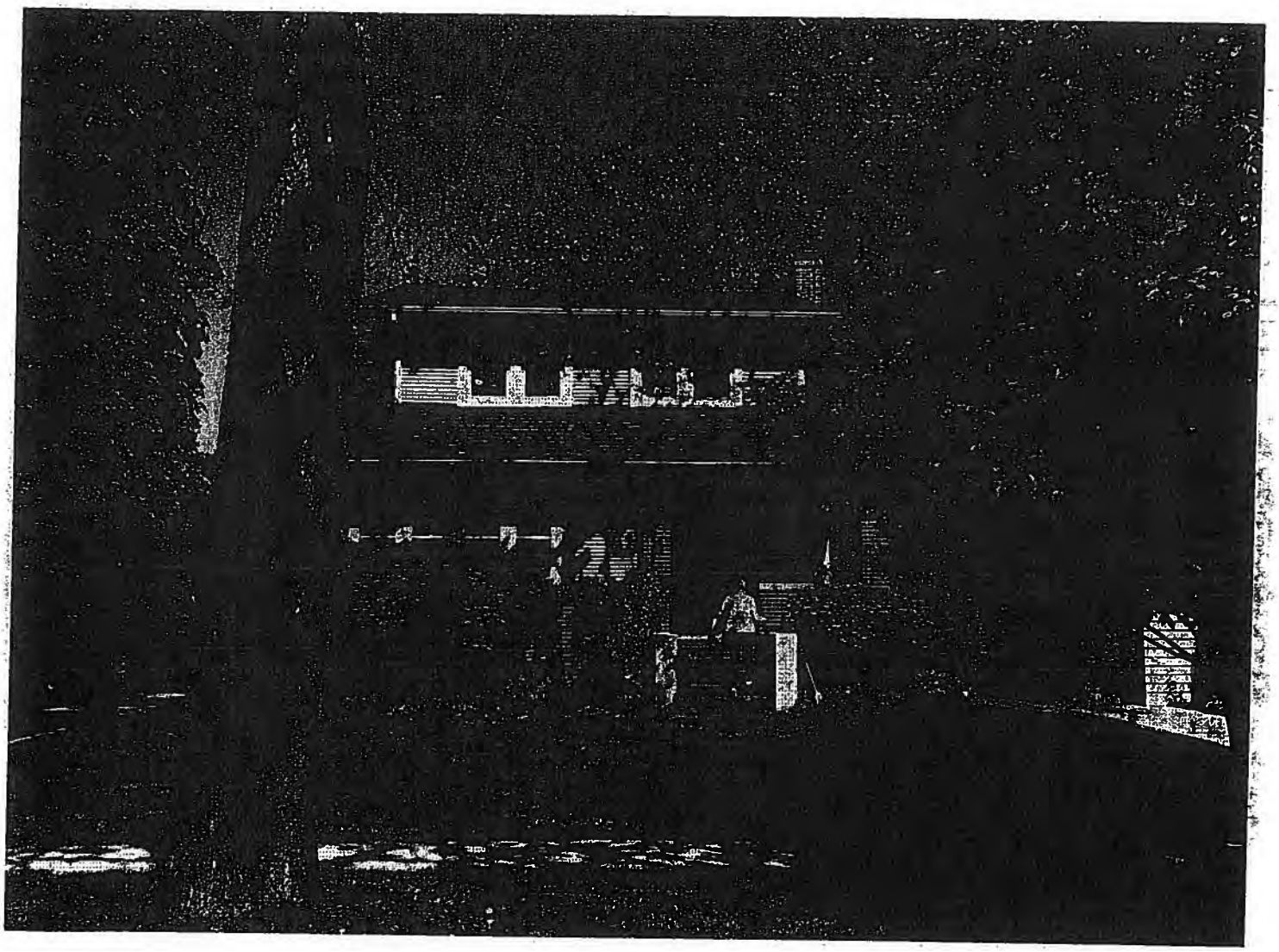
This instrument was prepared by Donald J. Gibson, Jr., McGuireWoods LLP, 77 West Wacker Drive, Suite 4100, Chicago, IL 60601.

\\FIN\229563.1 407598 1 of 3

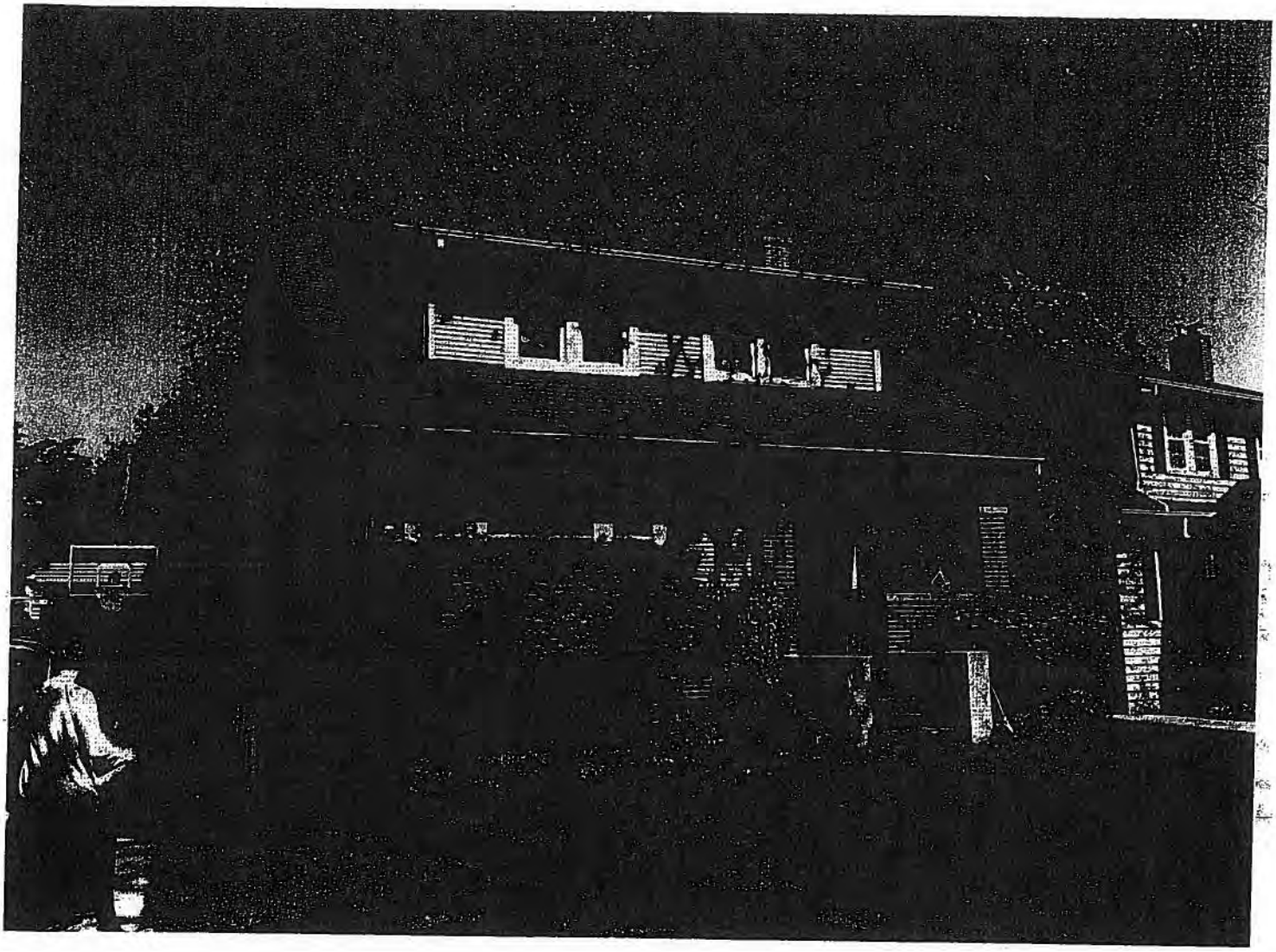
CYZEN 4.6

Existing residence

1.3



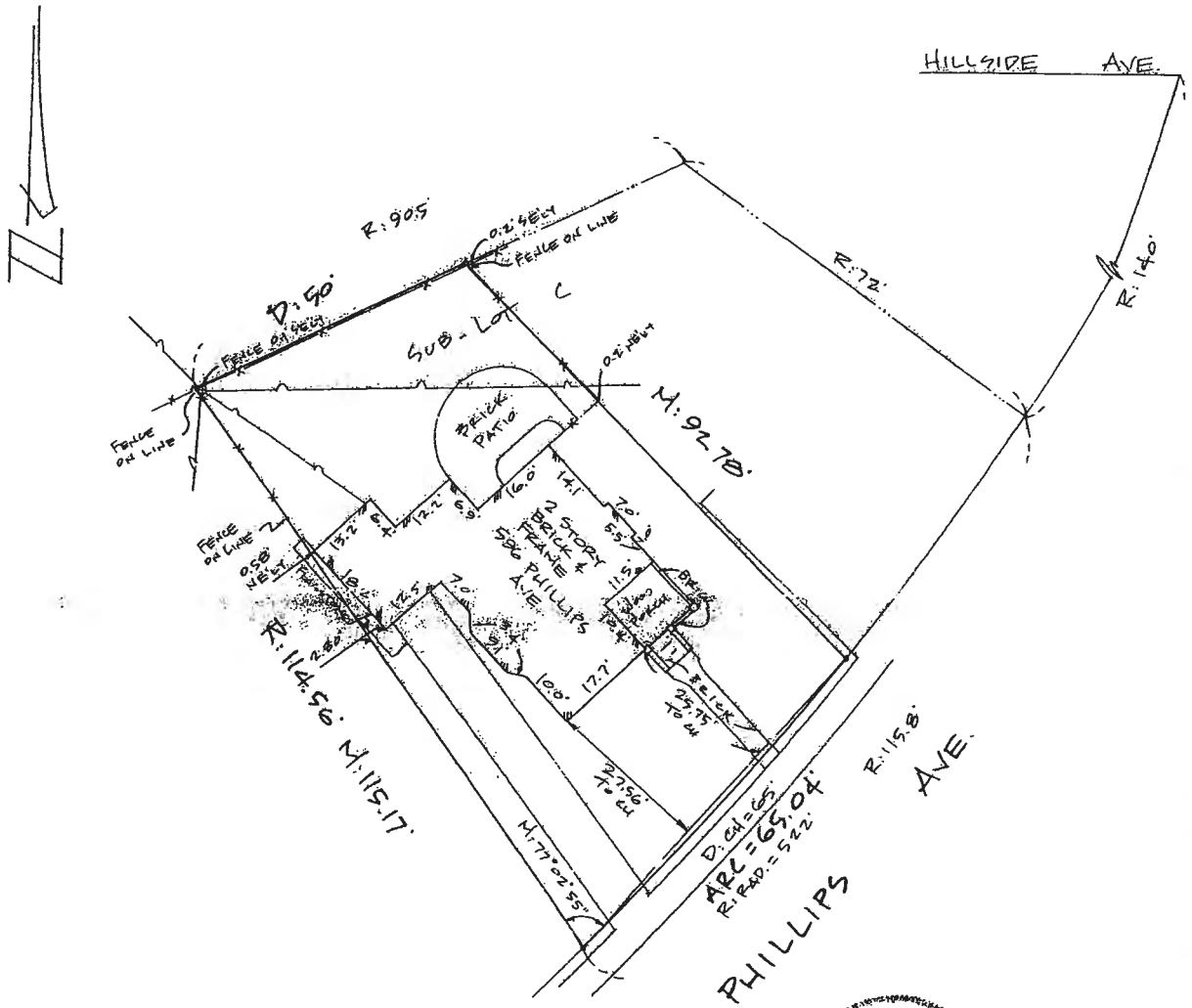
Existing residence



Existing residence

PLAT OF SURVEY

Of all that part of Sub Lot "C" lying Southwest of a straight line drawn from a point in the Northerly line of Phillips Avenue which is 65 feet (measured on a straight line) Northeasterly from the Southwesterly corner of said Sub Lot "C" extending in a Northwesterly direction to a point in Northerly line of said Sub Lot "C" which is 50 feet (measured along said Northerly line) Northeasterly from the Northwesterly corner of said Sub Lot "C" in Mabel R. Zander's Subdivision of Lot 1 in Block 1 of E.W. Zander and Company's Park Addition to Glen Ellyn, in the North half of Section 14, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat of said Mabel R. Zander's Subdivision of Lot 1 recorded April 14, 1916 as Document 124695, in DuPage County, Illinois.



VINCENT B. FRYE
3072
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
ROSELLE, ILLINOIS

CLIENT: ATTYS. McGUIRE, WOODS

JN 42067

DATE OF SURVEY DEC. 27, 2004

STATE OF ILLINOIS

COUNTY OF DU PAGE

LEGEND

R - RECORD DISTANCE
M - MEASURED DISTANCE
D - DEED
FENCE LINE —x—x—
UTILITY POLE W/ OVHD. WIRES
LIMITS OF BUILDING
CONCRETE SHOWN SHADED
SCALE 1" = 20 FEET

CH - CHORD
• FOUND IRON
∘ SET IRON

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY HAS BEEN SURVEYED, UNDER MY SUPERVISION, ACCORDING TO THE OFFICIAL RECORD AND THAT THE ABOVE PLAT CORRECTLY REPRESENTS SAID SURVEY. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

I FURTHER CERTIFY THAT UNLESS OTHERWISE SHOWN, THE BUILDINGS ON THE PARCEL ARE WITHIN PROPERTY LINES AND THE ADJOINING VISIBLE IMPROVEMENTS DO NOT ENCROACH ON THE ABOVE DESCRIBED PROPERTY.

I FURTHER CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

Vincent B. Frye

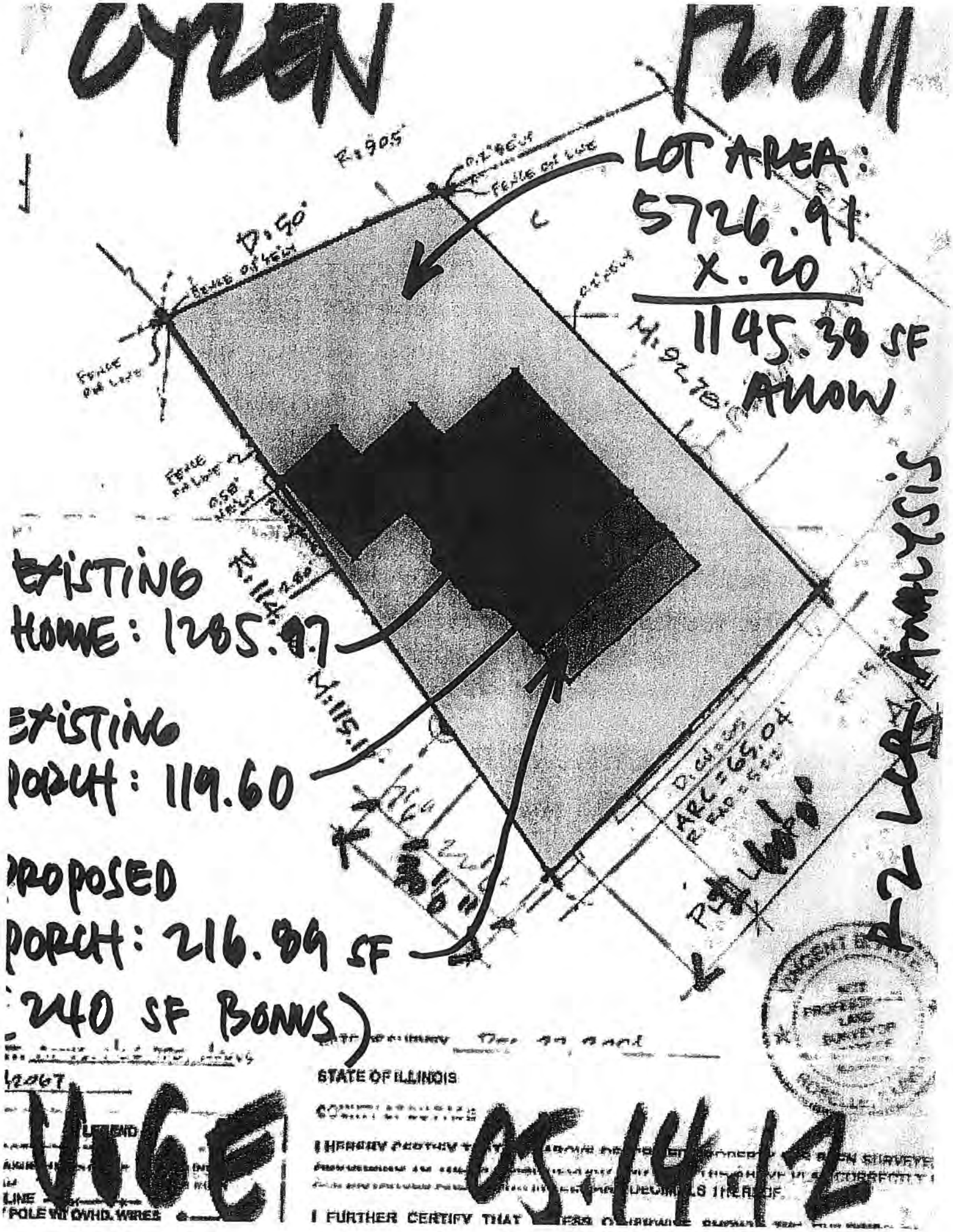
MY LICENSE EXPIRES 11-30-2006

COMPARE THE DESCRIPTION OF THIS PLAT WITH DEED. REFER TO TITLE POLICY FOR ITEMS OF RECORD NOT SHOWN ABOVE. UNLESS OTHERWISE NOTED, UTILITIES WITHIN EASEMENTS ARE NOT SHOWN HEREON. UNDERGROUND UTILITIES INCLUDING BUT NOT LIMITED TO CONDUITS AND CABLES (IF ANY) HAVE NOT BEEN SHOWN HEREON.

ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION NO. 4183

SCHLAF - SEDIG
& ASSOCIATES, INC.
1030 SUMMERFIELD DRIVE
ROSELLE, ILLINOIS 60172
(630) 924-7100

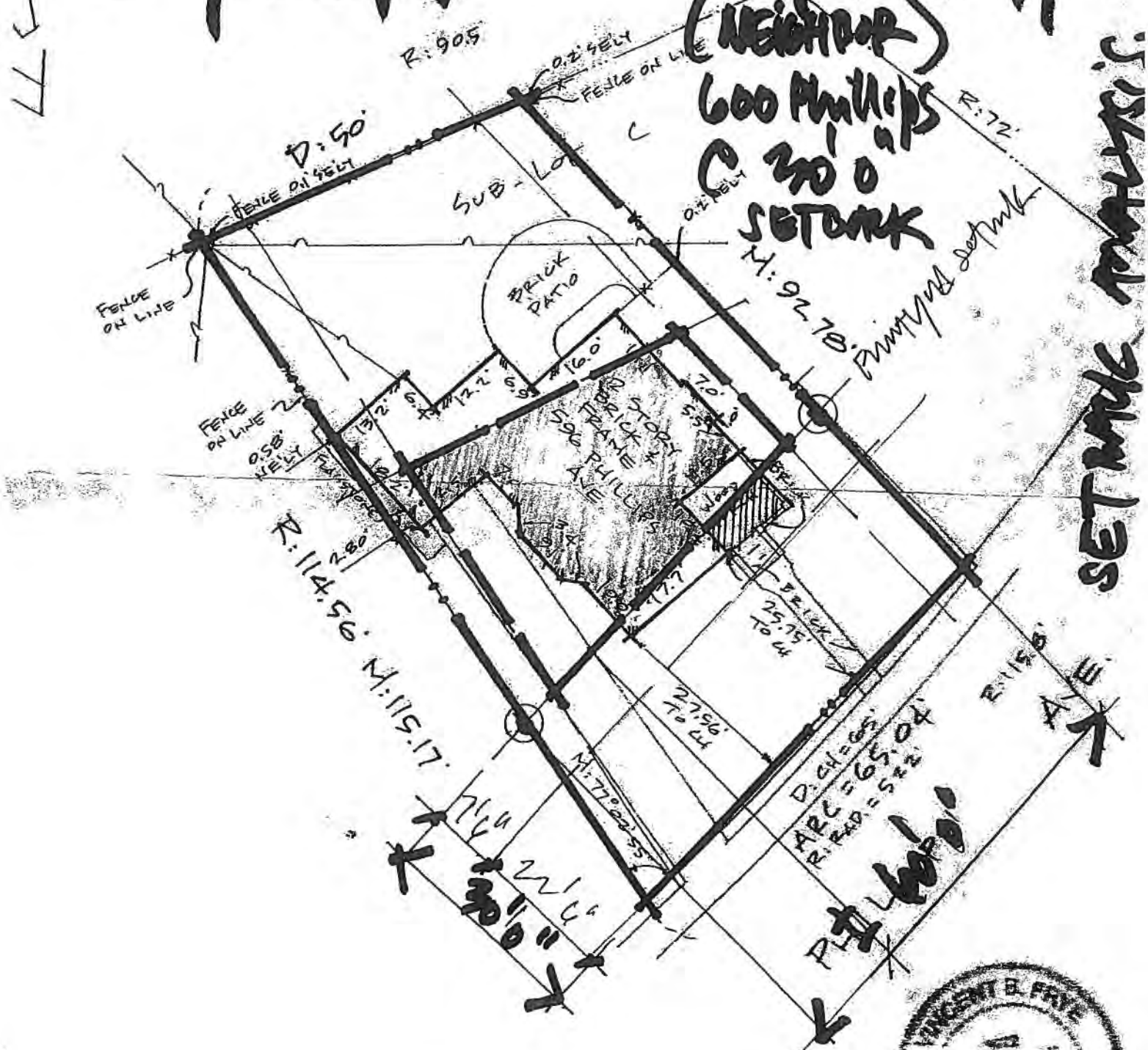
Legend: 596 Phillips Avenue


CYZEN
12.011
LOT AREA:
5726.91
X.20
1145.38 SF
ALLOW
EXISTING
HOME: 1285.97
EXISTING
PORCH: 119.60
PROPOSED
PORCH: 216.89 SF
(240 SF BONUS)
R-2 LOT ANALYSIS
STATE OF ILLINOIS
I HEREBY CERTIFY THAT
I FURTHER CERTIFY THAT
LEGEND
POLE W/ OVHD. WIRES
U6E
05.14.12

CYZEN 12-011

(NEIGHBOR)
600 Phillips
@ 30'0"
SETBACK

SETBACK ANALYSIS



VINCENT B. FRYE
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
ROSELLE, ILLINOIS

DATE OF SURVEY Dec 27 2004

STATE OF ILLINOIS

COUNTY OF DU PAGE

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY HAS BEEN SURVEYED, ACCORDING TO THE OFFICIAL RECORD AND THE ABOVE PLAT CORRECTLY REPRESENTS ALL DISTANCES AND WIDTH IN FEET AND DECIMALS THEREOF.

I FURTHER CERTIFY THAT UNLESS OTHERWISE SHOWN, THE BUILDINGS ON THE PROPERTY LINES AND THE ADJOINING VISIBLE IMPROVEMENTS DO NOT ENCR

42067

LEGEND

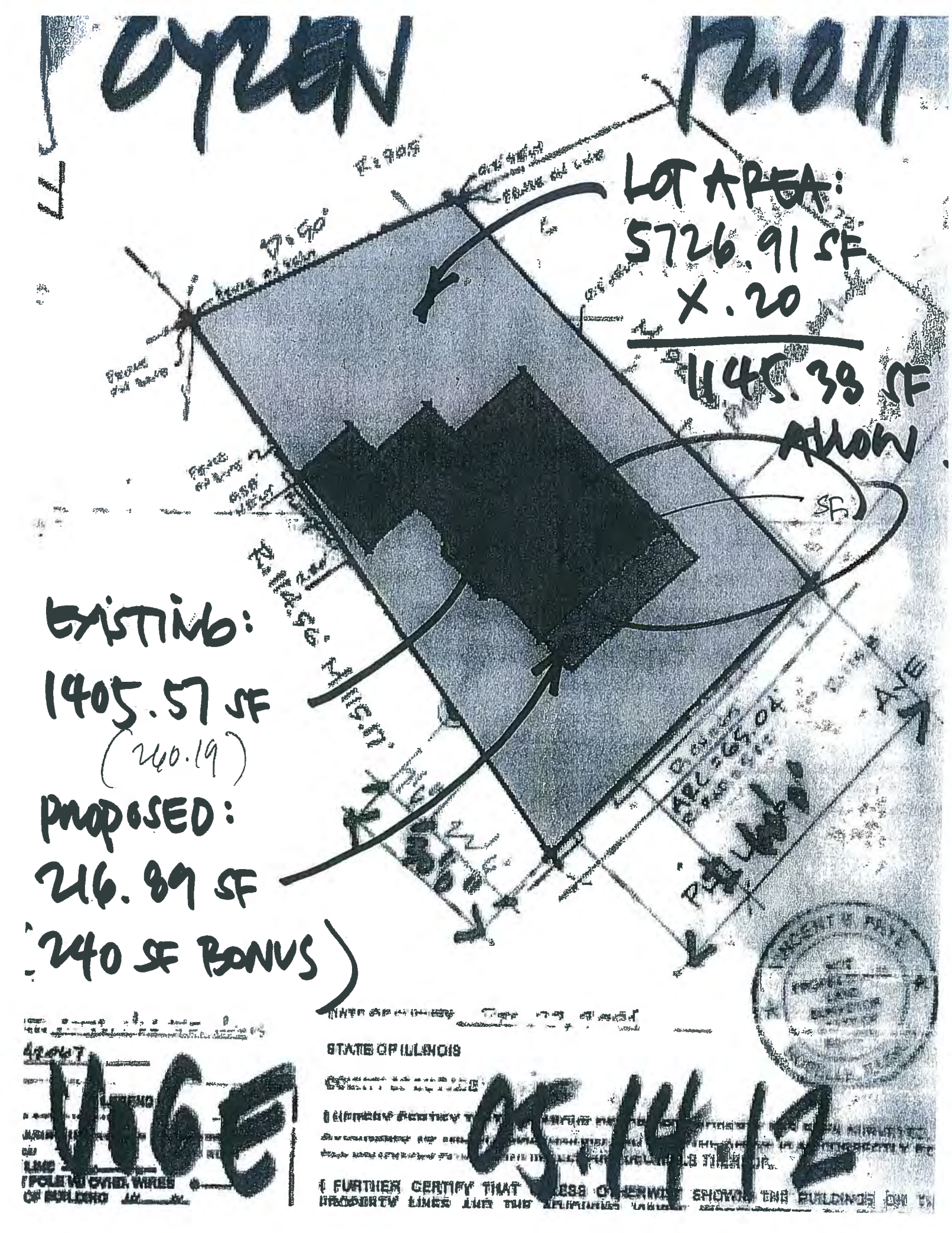
LINE

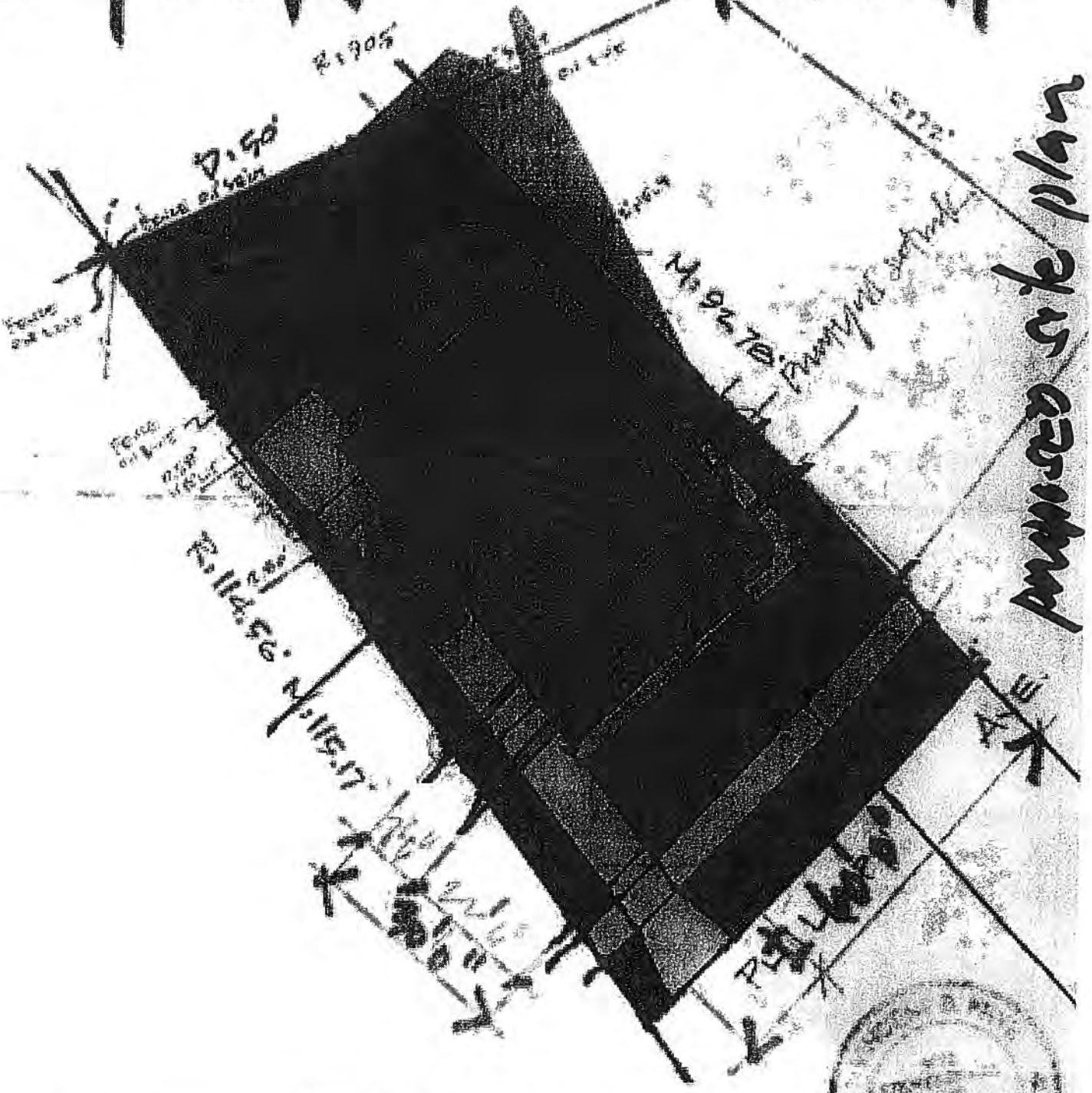
POLE W/ OVHD. WIRES

OF BUILDING

ETE SHOWN SHADED

VIGE 05.14.12


LOT AREA:
5726.91 SF
X .20
1145.38 SF
ALLOW
EXISTING:
1405.57 SF
(260.19)
PROPOSED:
216.89 SF
-240 SF BONUS
STATE OF ILLINOIS
05.14.12



STATE OF ILLINOIS

I HEREBY CERTIFY

I FURTHER CERTIFY THAT UNLESS OTHERWISE SHOWN THE BUILDINGS ON THIS PROPERTY LINES AND THE ADJOINING VISIBLE IMPROVEMENTS DO NOT EXCEED DESCRIBED PROPERTY.

DEMOLITION PLAN - FIRST FLOOR

sunroom

cl

entry porch

formal

SCALE: 1/4" = 1'-0"

NOT FOR CONSTRUCTION
PRELIMINARY
IN PROGRESS DOCUMENT

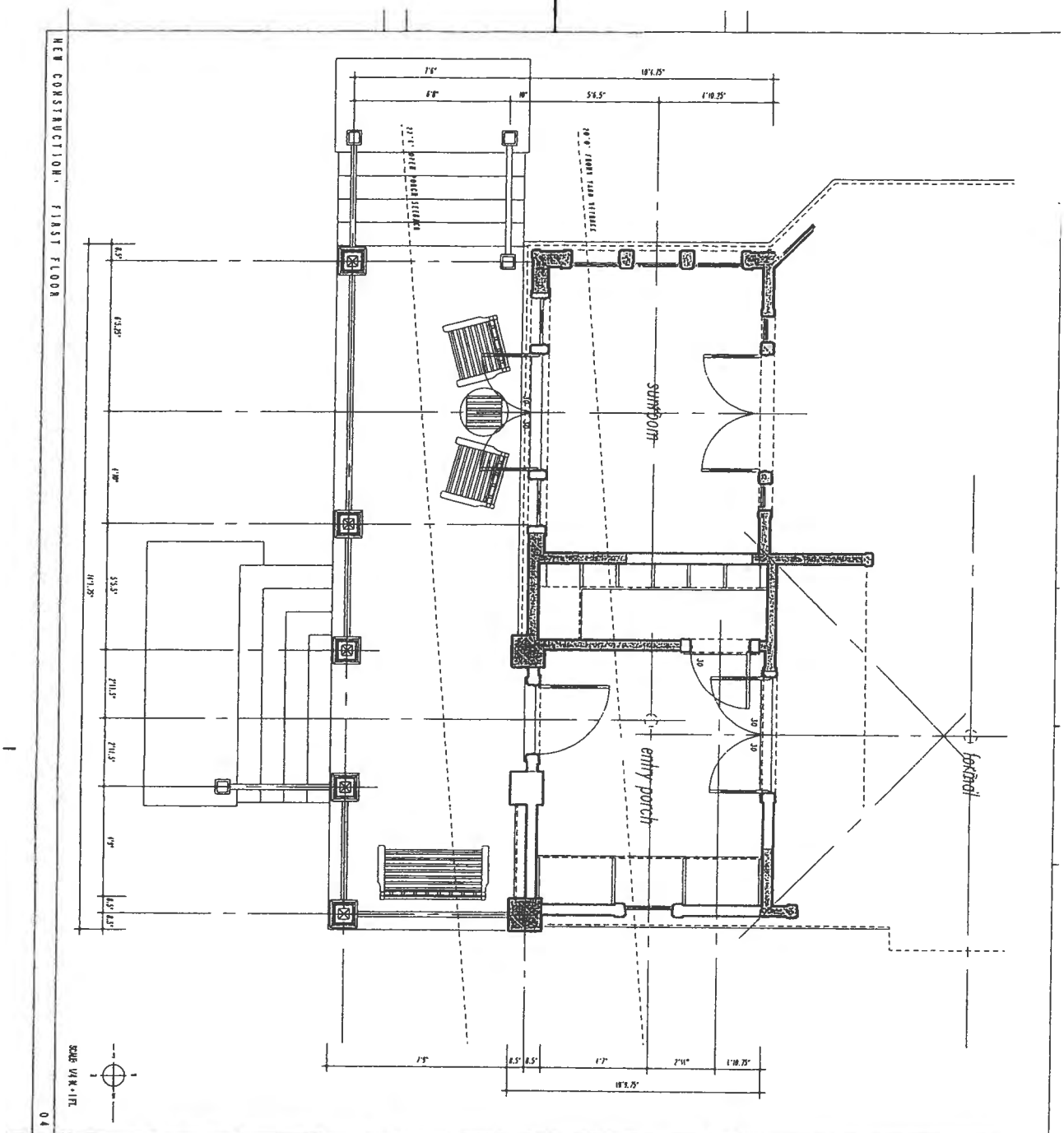
CYZEN RESIDENCE

596 PHILLIPS AVENUE
GLEN ELLYN, ILLINOIS

A1.01

DEMO PLAN

CYZEN



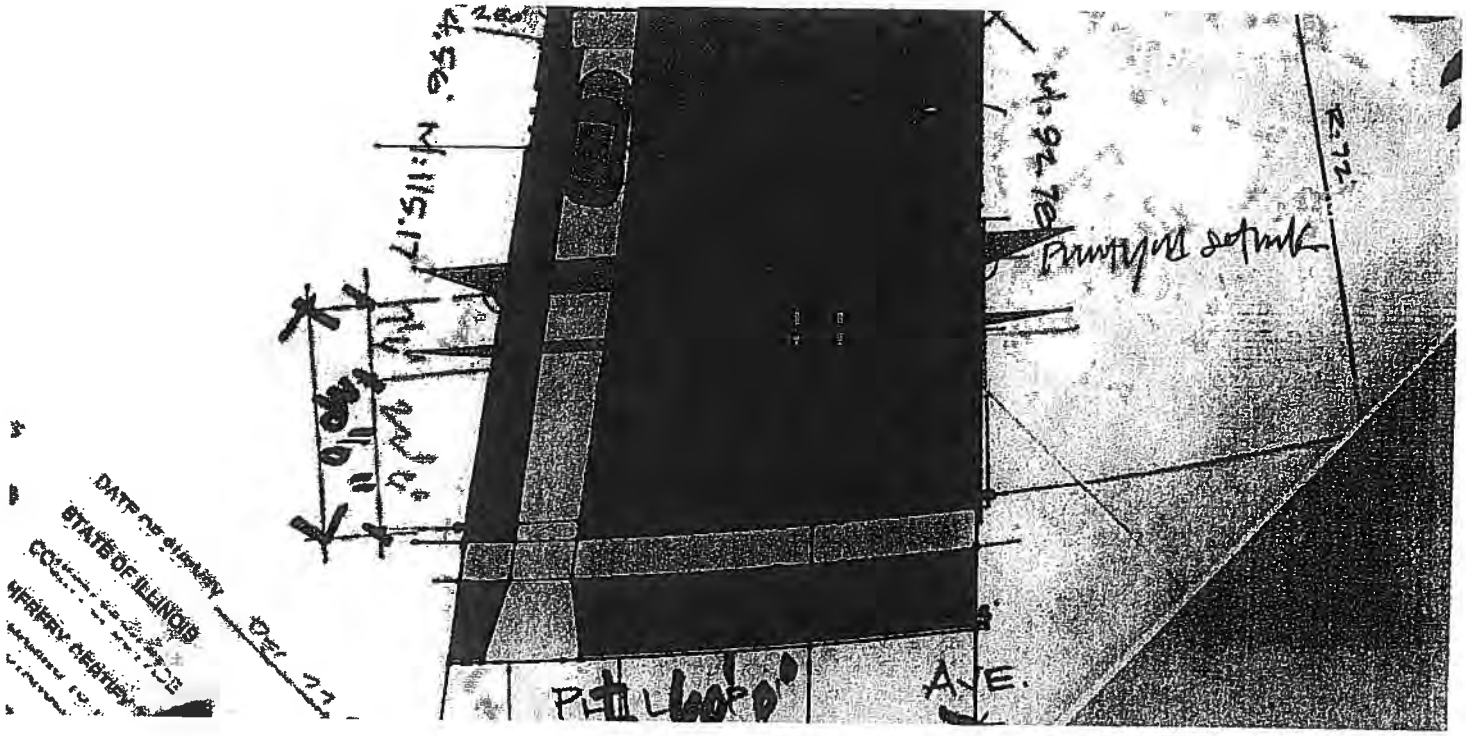
NOT FOR CONSTRUCTION
PRELIMINARY
IN PROGRESS DOCUMENT

A2.01

CYZEN RESIDENCE
596 PHILLIPS AVENUE
GLEN ELLYN, ILLINOIS

PROPOSED PLAN

CYZEN



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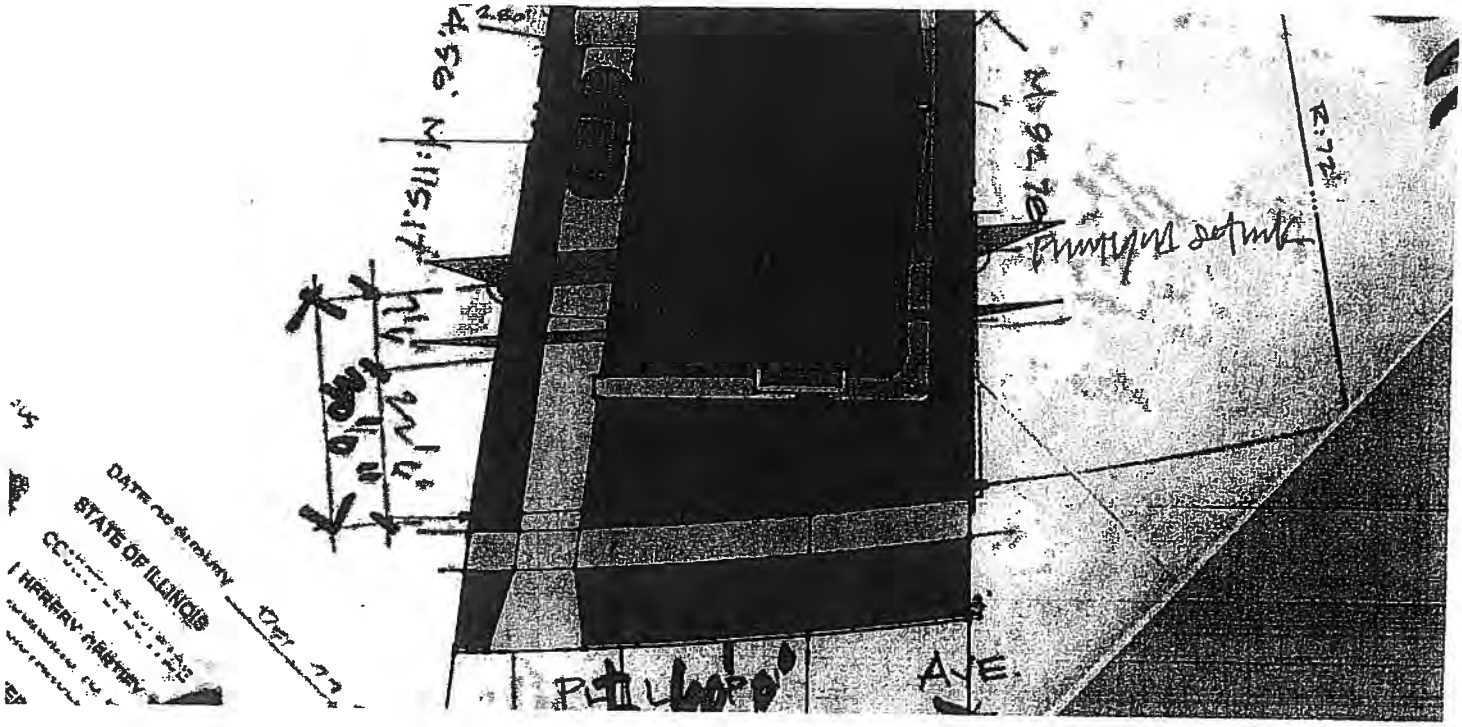

Proposed

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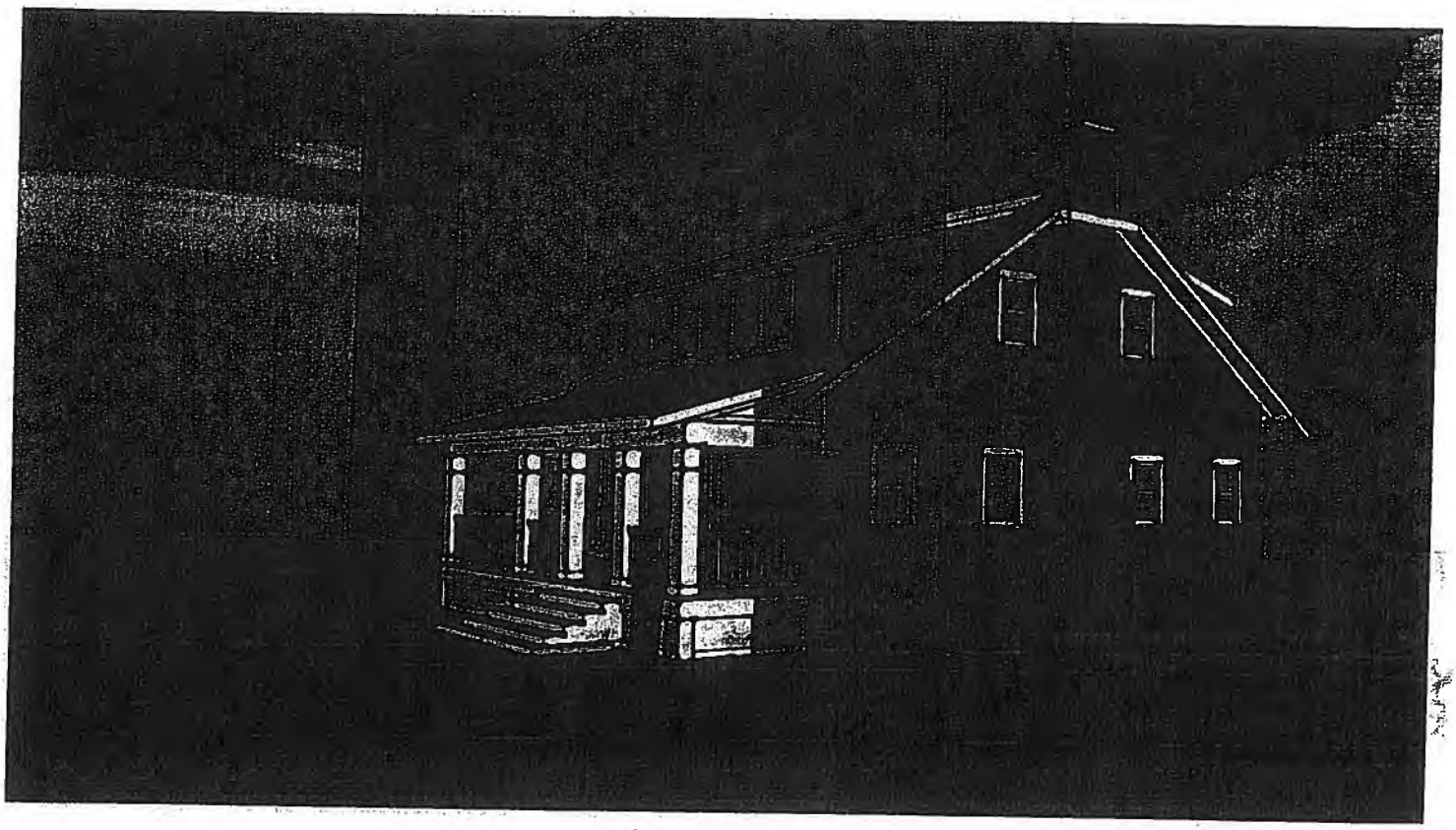
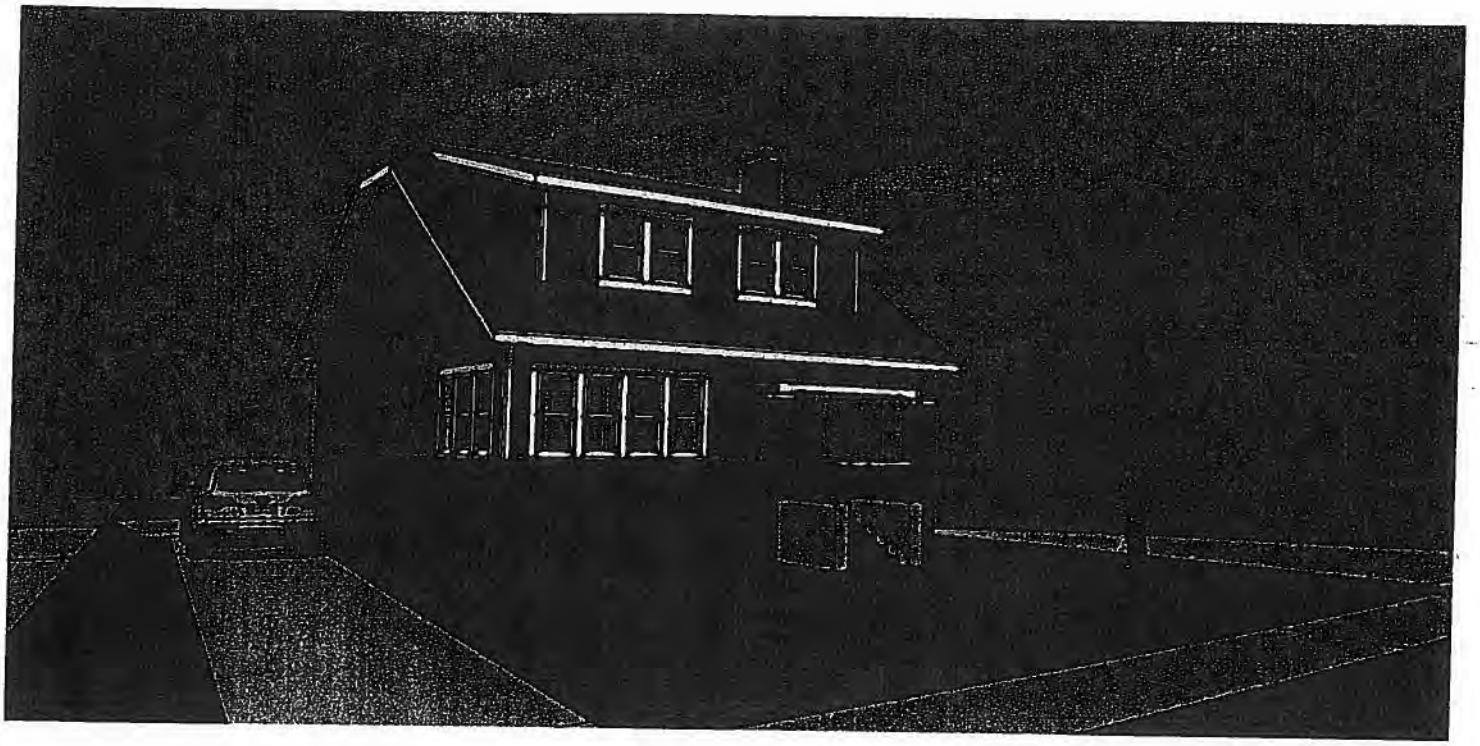


Proposed with elevated setback planes



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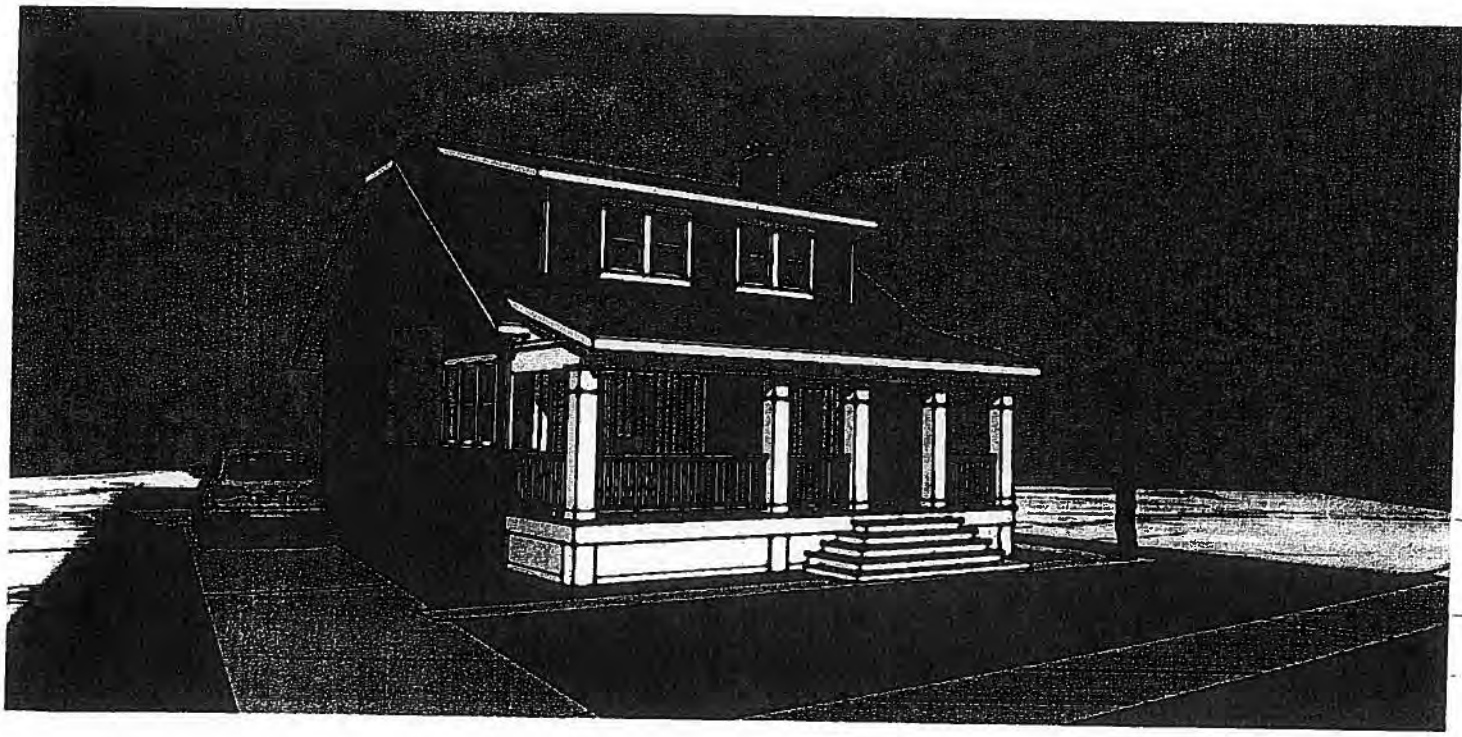

Proposed

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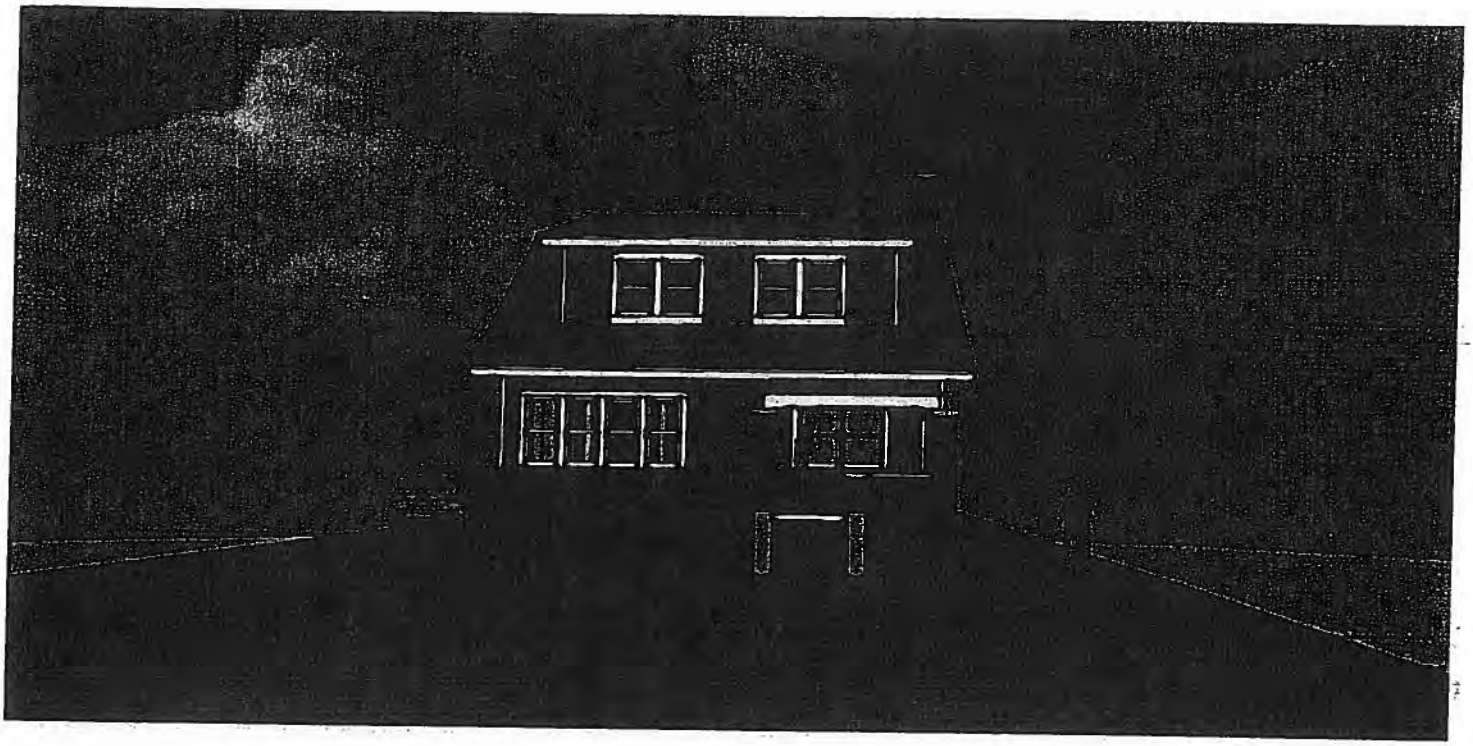

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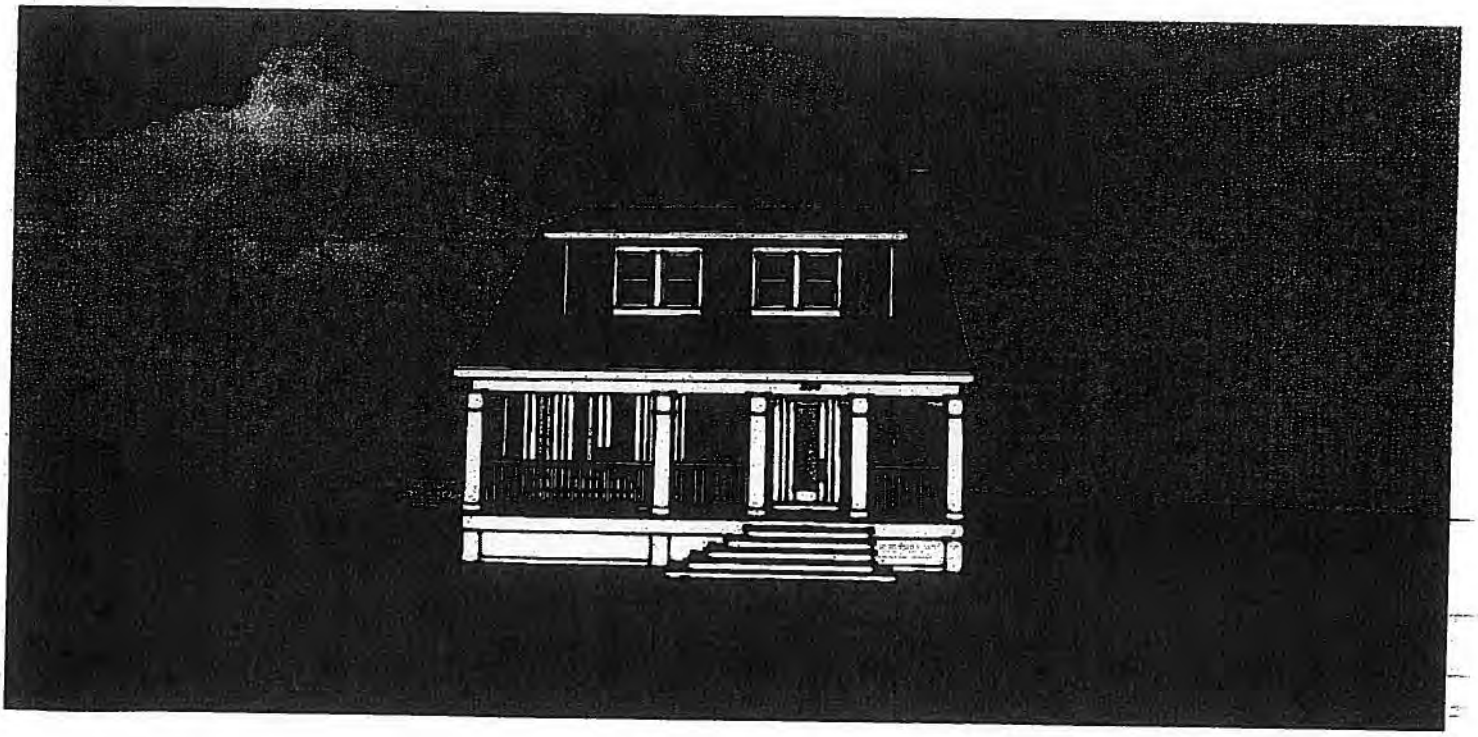

Proposed

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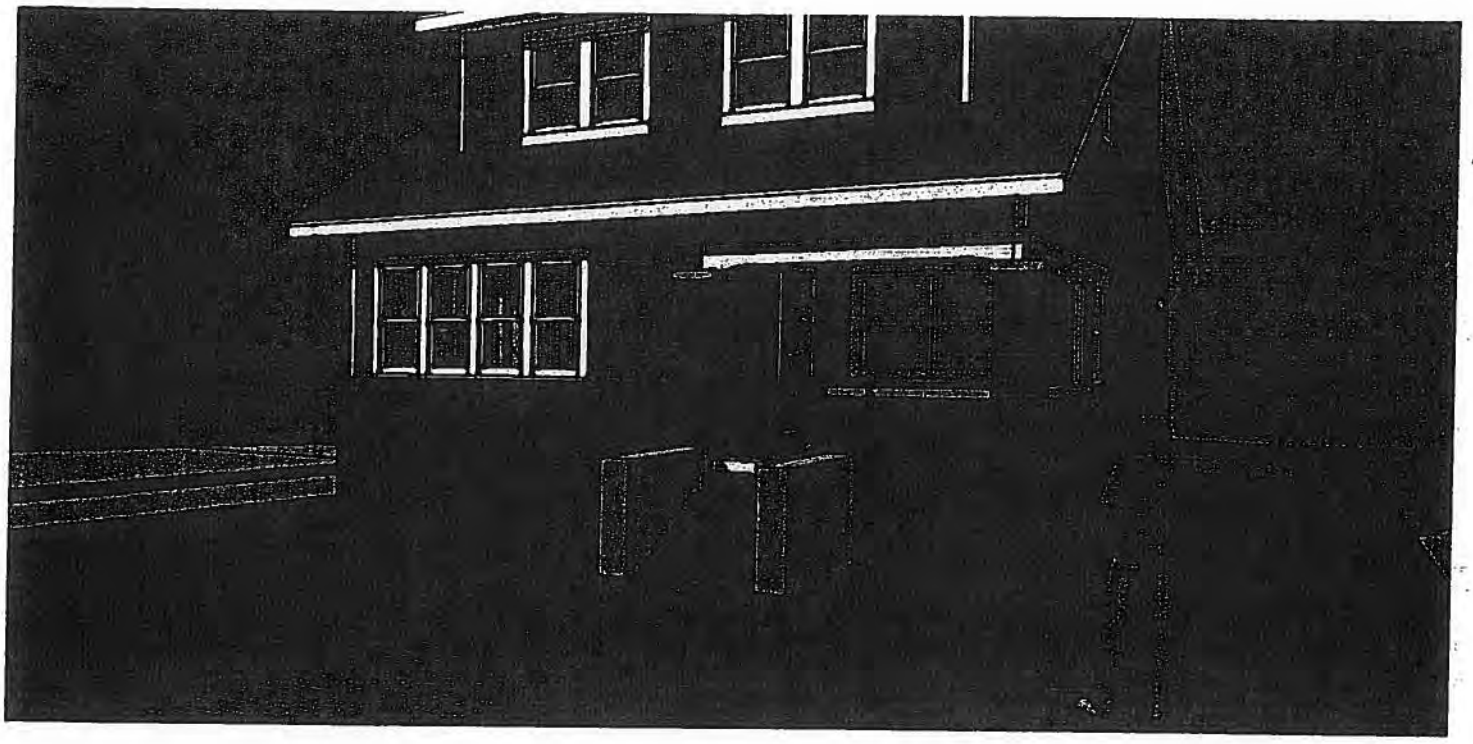

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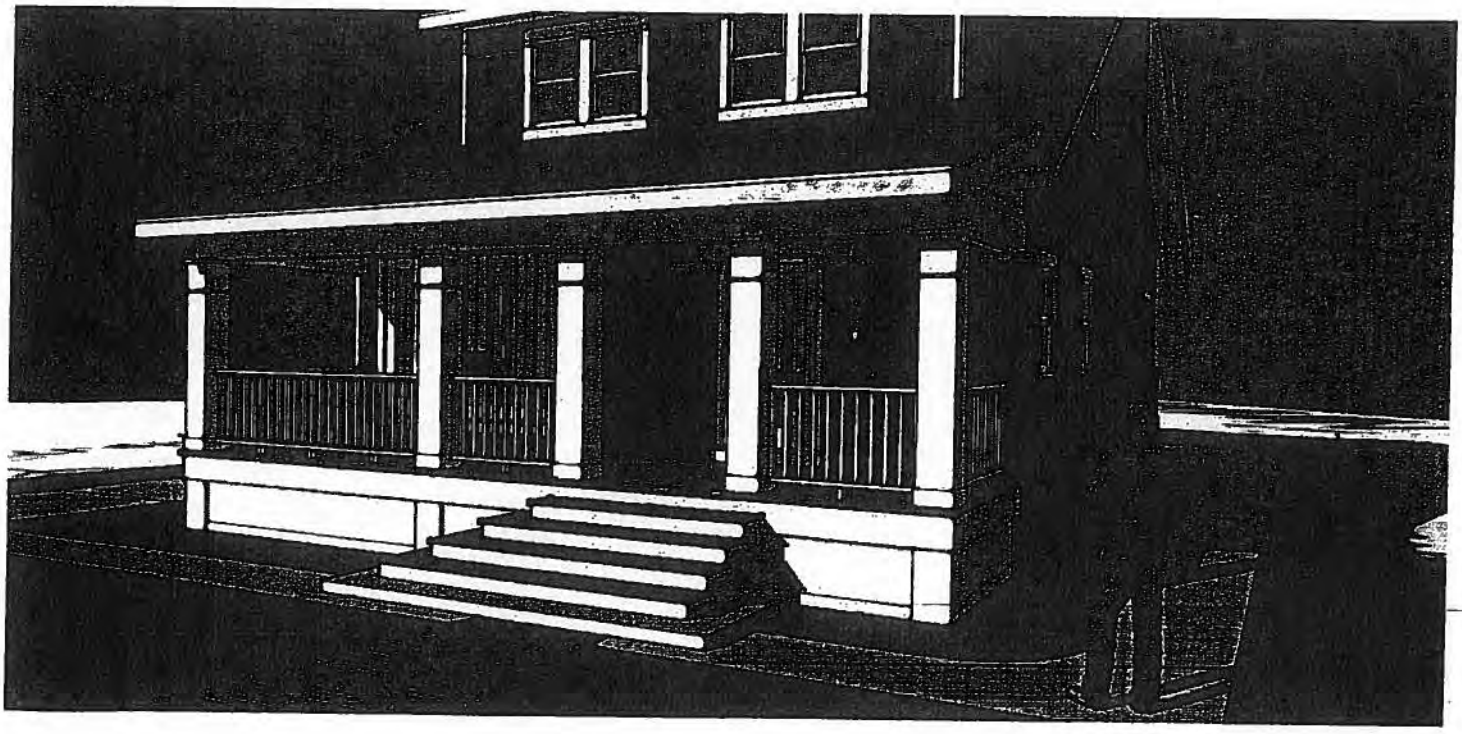

Proposed

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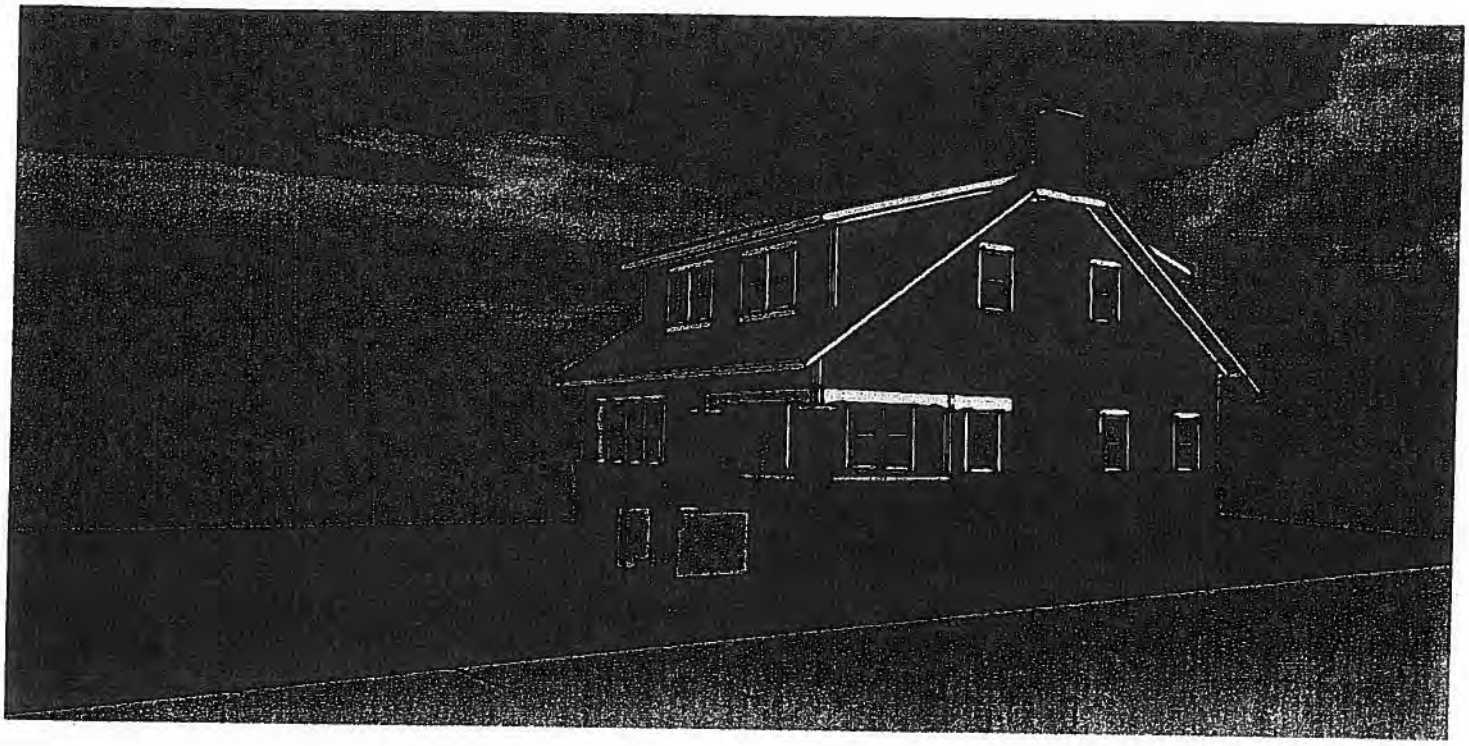

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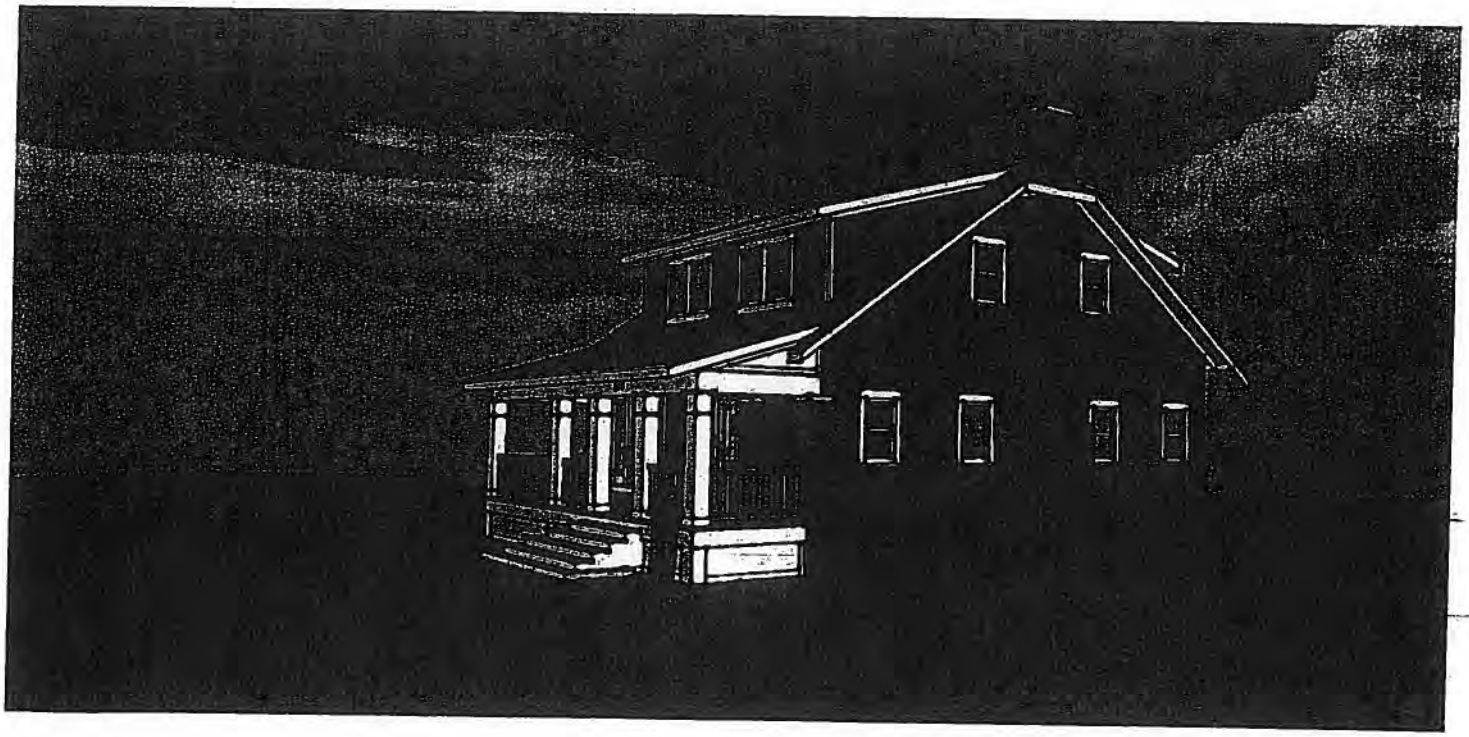
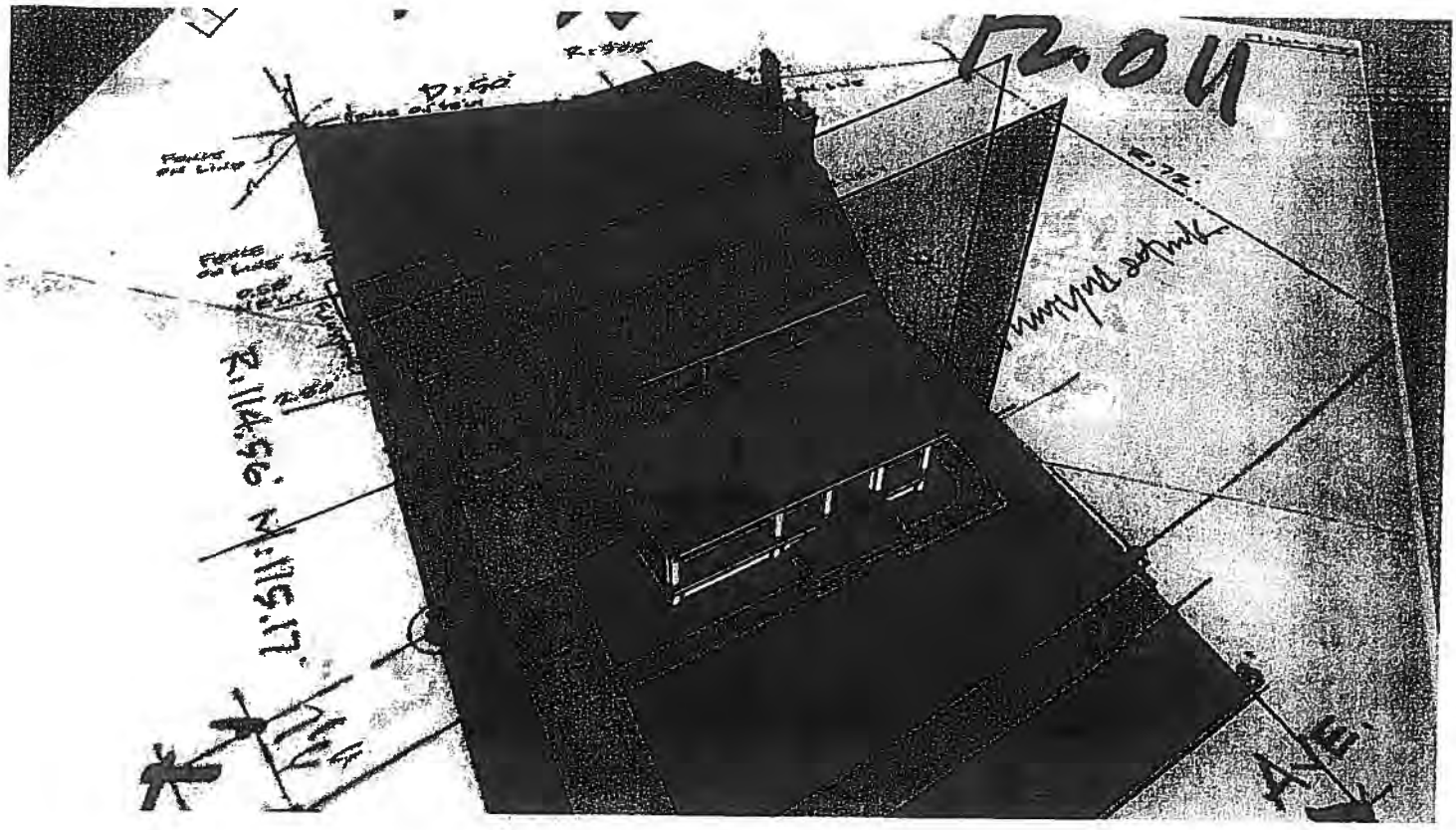


Proposed



Proposed with elevated setback planes

Cyzen Residence
596 Phillips Avenue
Glen Ellyn, Illinois

petition for variation/s approval

I the undersigned, have been made aware of the Cyzen's plans to add a new front entry/porch to their home located at 596 Phillips Avenue. It is our belief that their proposed plans will have no negative impact on the public welfare nor will it be injurious to other property or improvements in the neighborhood in which it is located. The proposed plan will not impair an adequate supply of light and air to adjacent property. It will not substantially increase the hazard from fire or other dangers to the property in question or adjacent property. It will not diminish or impair property values within the neighborhood. The plans will not unduly, increase traffic congestion in the public streets and highways, create a nuisance or result in public expenditures to the best of my knowledge.

We support their proposed plans.

name	***address***	***signature***	***date***

TO BE SUBMITTED BY OWNERS @ HEARING

petition signed by neighbors

Cyzen Residence
596 Phillips Avenue
Glen Ellyn, Illinois

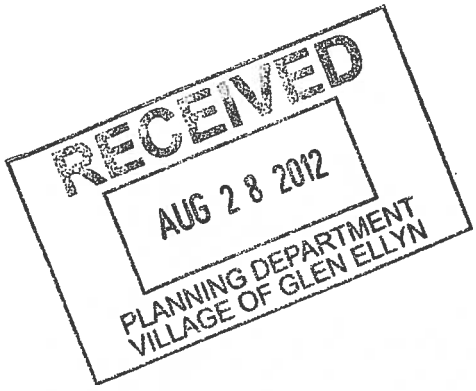
petition for variation/s approval

I the undersigned, have been made aware of the Cyzen's plans to add a new front entry/porch to their home located at 596 Phillips Avenue. It is our belief that their proposed plans will have no negative impact on the public welfare nor will it be injurious to other property or improvements in the neighborhood in which it is located. The proposed plan will not impair an adequate supply of light and air to adjacent property. It will not substantially increase the hazard from fire or other dangers to the property in question or adjacent property. It will not diminish or impair property values within the neighborhood. The plans will not unduly, increase traffic congestion in the public streets and highways, create a nuisance or result in public expenditures to the best of my knowledge.

We support their proposed plans.

name	address	signature	date
~~Kraus~~	~~609 Phillips~~		
Schilling	579 Hillside Avenue		8/27/2012
Adler	576 Phillips Ave		8/27/12
O'Brien	586 Phillips	Teresa O'Brien	8/28/12
Barton	572 Phillips Ave		8/28/12
[illegible]	583 Phillips Ave		8/28/12
Evans	587 Phillip Ave	Glen Ellyn	8/28/12
Fabacher	378 N. Main St.	Glen Ellyn	8/28/12
Ross	600 Phillips Ave	Glen Ellyn	8-28-12
Carlin	599 Hillside	Glen Ellyn	8-28-12
Grapinski	567 Hillside	GE	8-28-12
McAuliffe	591 Hillside	GE	8-28-12

petition signed by neighbors



A-6E

MEMORANDUM

TO: Mark Franz, Village Manager

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

DATE: September 19, 2012

RE: Proposed Stormwater Fees
Village Board Meeting September 24, 2012

Background

The Planning & Development Department budget includes a new part-time position of Stormwater Engineer - Development. During the FY12/13 budget development process the Village Board was informed that fees would need to be established to cover the Village's costs in lieu of payment of stormwater consultant fees through the applicant's escrow account. We recently hired Ray Ulreich, an experienced engineer who started with the Village on August 27, 2012. Ray is currently training with the oversight and assistance of our current stormwater engineering consultants.

We previously used two stormwater engineering consultants to complete stormwater plan reviews and inspections associated with construction and to investigate stormwater complaints. The majority of the consultant fees have been passed on to property developers and permit applicants. The fees currently charged by the consultants, as explained during the budget process, range from $80 to $150 per hour and are based upon an unlimited number of hours expended. Since we are moving to a staff engineer, a new stormwater fee is necessary to replace the escrow fund system used for consultants. The proposed stormwater fee is a percentage of the site construction costs which allows developers to estimate their stormwater costs in advance. Our prior analysis of this fee change during the budget process indicated that the average stormwater fees would be reduced for developers and permit applicants, and these fees will be adequate to cover the budget expenses associated with this new, part-time position.

A survey of stormwater fees was completed to identify comparable costs in similar municipalities. The attached "Stormwater Fee Comparison Sheet" provides the results from 15 communities.

The survey shows that the majority of municipalities determine stormwater fees based on a percentage of the cost of all site improvements, excluding buildings. We are proposing that the stormwater fee for single-family residential projects and new homes not change from the current fixed fee of $450. We are proposing the stormwater permit fee for all other multi-family residential and commercial projects be established at 2.75 % of the cost of all site improvements. This fee is consistent with fees charged by other municipalities for the two sample commercial projects indicated on the attached "Stormwater Fee Comparison Sheet".

Issues

A minimum level of development activity is necessary in order to generate sufficient revenue to offset the stormwater engineer budget expense. Annual revenue can be estimated by applying the stormwater fees to a typical number and type of development projects expected to occur in a one year model period as follows:

No.	Project type	Fee	Revenue
60	Residential Drainage Reviews	@ $150 (no change)	$9,000
25	Residential Stormwater Certificates	@ $450 (no change)	$11,250
4	Commercial Stormwater Certificates (min)	@ $600 (no change)	$2,400
6	Small Commercial Development Projects	@ $3,850 (2.75%)	$23,100
1	Large Commercial Development Project	@ $19,250 (2.75%)	$19,250
	Annual stormwater fee revenue		$65,000
	Annual stormwater staff engineer budget expense		$64,428

Using the above fee structure, we estimated the Village would have received revenue of approximately $54,000 in FY11/12. While the number of residential projects in that year was consistent with the above model, commercial development projects were less than expected. However, in addition to this revenue, in FY11/12 an annual cost savings of approximately $35,000 would have been realized by the reduction of other stormwater engineering consultant fees incurred by the Village. Although the FY10/11 stormwater fee revenue was not estimated, it would likely exceed both FY11/12 and the model above since $37,000 in revenue would have been received from the NICOR project alone.

These estimates are based on a conservative estimate of $10 per square foot for site improvement costs which includes excavation, grading, pavement, curbs and gutters, striping and signing, traffic signals, site and street lighting, groundcover, landscaping, screening, sidewalks, sanitary sewer system, water supply system, storm sewer system, stormwater retention/detention facilities, and sediment and erosion control measures. Site improvements costs that exceed $10 per square foot and/or an increase in the number of projects in the model will result in additional revenue and cost savings.

A simple and fair methodology exists to determine site construction costs. A site improvement cost estimate is submitted for staff review and approval by the developer's civil engineer, who signs and certifies that the costs are complete and accurate. The engineer's cost estimate is subject to verification by the Planning & Development Department by comparison to industry estimating guidelines such as those published by R. S. Means Company Inc. Should a discrepancy exist, the developer may be required to submit sworn statements listing contract amounts from all contractors performing site work to validate the site construction cost estimate.

Recommendation

Establish a new stormwater permit fee at 2.75% of the site improvement costs to replace the current unlimited hourly rate stormwater consulting fees. This is a fee that can be estimated and predetermined, that will reduce the developer's project costs, and that will be adequate to offset the budget expenses associated with the new part-time stormwater engineer position. The stormwater permit fee will cover a reasonable and necessary amount of time to complete reviews of plan resubmittals, conduct multiple inspections, attend several meetings and address the questions, issues, and problems that normally occur on a development project. However, when excessive revisions are required, or changes occur after approval, it is customary to charge an hourly fee for the additional plan review time expended. Based on similar fees charged by other municipalities, we recommend this additional stormwater plan review fee be established at $75 per hour. We also recommend that the current fixed fee for a residential drainage review remain at $150, the current fixed fee for a residential stormwater certificate remain at $450, and the current commercial stormwater certificate minimum fee remain at $600.

Action Requested

Approve the attached ordinance establishing a stormwater permit fee of 2.75 % of the total site improvement costs, and establishing an additional plan review fee of $75 per hour for all commercial development projects.

Attachments

"Stormwater Engineering Fee Comparison Sheet"
Ordinance Proposed Stormwater Fees

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Municipal Stormwater Fee Comparison Sheet						
Municipality	**Sample Project Type**					
	Single-Family Residential		Small Commercial		Large Commercial	
	Building	1,800 sf	Building	6,000 sf	Building	30,000 sf
	Imperv. Sfc	1,200 sf	Parking (24)	8,400 sf	Parking (120)	42,000 sf
	Perv. Sfc.	6,000 sf	Landscaping	1,500 sf	Landscaping	6,000 sf
			Detention	4,100 sf	Detention	22,000 sf
	Total Area	**9,000 sf**	**Total Area**	**20,000 sf**	**Total Area**	**100,000 sf**
	Acres	**0.21**	**Acres**	**0.46**	**Acres**	**2.25**
			$10/sf site improvement cost	$ 140,000	$10/sf site improvement cost	$ 700,000
	Fees per Project Type					
Addison	Fixed Fees	$ 200	2.0%	$ 2,800	2.0%	$ 14,000
Bartlet		$ 300	1.5% +	$ 2,100	1.5% +	$ 14,750
Bloomingdale		$ 600	2.5%	$ 3,500	2.5%	$ 17,500
Bolingbrook		$ -	6.5%	$ 9,100	6.5%	$ 45,500
Carol Stream		$ -	3.0%	$ 4,200	3.0%	$ 21,000
Downers Grove		$ 2,185		$ 8,758		$ 43,515
Elk Grove Village		$ -	3.0%	$ 4,200	3.0%	$ 21,000
Glendale Heights		$ 400	1.0%	$ 1,400	1.0%	$ 7,000
Hinsdale		$ 600	1.0%	$ 1,400	1.0%	$ 7,000
Schaumburg		$ -		$ 3,095		$ 5,750
Warrenville		$ 600	4.3%	$ 5,950	4.3%	$ 29,750
West Chicago		$ 500		$ 2,000		$ 3,000
Westmont		$ -	2% +	$ 3,800	2% +	$ 15,000
Wheaton		$ 450	2.0%	$ 2,800	2.0%	$ 14,000
Woodridge		$ 950	3% +	$ 4,700	3% +	$ 21,500
Average		**$ 679**		**$ 3,987**		**$ 18,684**
Glen Ellyn (Current)	**Fixed Fee**	**$ 450**	**Consultant Rate ($80-150/hr)**		**Consultant Rate ($80-150/hr)**	
Glen Ellyn (Proposed)	**Fixed Fee**	**$ 450**	**2.75%**		**2.75%**	

+ this indicates that the percentage does not include all stormwater fees that may be applicable for these sample projects as listed by each municipality.

Village of Glen Ellyn

Ordinance No. _____-VC

An Ordinance Amending the Village Code Title 4, Building Regulations, Chapter 1, (Building Code) to Establish Stormwater Fees

---

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. _____-VC

An Ordinance Amending the Village Code Title 4, Building Regulations, Chapter 1, (Building Code) to Establish Stormwater Fees

Whereas, the Planning and Development Department finds that it is in the best interest of the Village to establish fees that correspond to the cost of providing Department staff services; and

Whereas, stormwater plan review and inspection services are now primarily provided by Department staff as opposed to stormwater consultants; and

Whereas, no stormwater fees exist for the services provided by Department staff; and

Whereas, the cost to the Village for special stormwater plan review services completed by an environmental or scientist consultant are not specifically identified in the code for reimbursement; and

Whereas, the Village Board finds that it is appropriate to adjust Planning and Development Department fees to establish stormwater fees, and specify special stormwater fees, to recover the cost to the Village for providing these staff and consulting services.

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: Title 4, Section 4-1-3 of the Village Code of the Village of Glen Ellyn is hereby amended by adding new definitions to read as follows:

DEVELOPMENT, COMMERCIAL; Any development intended for a public, business, industrial, educational, institutional, or similar use, including multi-family housing and townhomes, but excluding single-family and two-family dwellings.

SITE IMPROVEMENT COST; The cost of all site improvements on private property excluding buildings, and improvements in the adjacent public right of way for a commercial development including, but not limited to, hazard remediation, clearing, excavation, fill, grading and topsoil, pavement, curbs, gutters, retaining walls, domestic water and sanitary sewer mains and service lines to the building including all manholes and appurtenances thereto, storm sewer mains and all drainage lines, inlets, manholes, culverts, catch basins, and appurtenances thereto, stormwater retention and detention facilities, sediment and erosion control measures, fire protection system water lines, valves, hydrants, and appurtenances thereto, irrigation systems, landscaping and ground cover, fencing and screening, parking lot striping, traffic control signals and signing, streetlights, and site lighting.

Section Two: Title 4, Section 4-1-4(A) of the Village Code of the Village of Glen Ellyn is hereby amended by deleting in its entirety subsection 4-1-4(A)2(f)(3) and substitute the following:

(3) 2.75% of the site improvements costs for a commercial development over 1,500 square feet but not less than $600 (see subsection (I) of this section).

Section Three: Title 4, Section 4-1-4(A) of the Village Code of the Village of Glen Ellyn is hereby amended by adding new section 4-1-4(A)2(f)(4) to read as follows:

(4) $75 per hour additional plan review fee provided by the staff stormwater engineer (see subsection (J) of this section).

Section Four: Title 4, Section 4-1-4(B) of the Village Code of the Village of Glen Ellyn is hereby amended to read as follows:

(B) Plan Review Fee: A plan review fee in the amount of one hundred percent (100%) of the cost of a ~~building plan review consultant,~~ **building, stormwater, landscaping, or other plan review consultant** shall be paid by the applicant when such a review is required by the nature of the project or will, at the request of the applicant, expedite the review. A consultant may be used when a project contains specialty equipment, has unusual construction methods or materials, is in excess of five thousand (5,000) square

feet, has been reviewed by a village board or commission, or is deemed necessary by the planning and development department because of the size, nature, or complexity of the development. When a consultant is determined to be necessary, the applicant shall pay an initial deposit of two thousand dollars ($2,000.00) at the time the plans are submitted to cover the cost or part thereof of the plan review service provided by the consultant. When the building permit is issued, the final permit fee will be adjusted to account for this initial payment; and any unused portion will be refunded. Any additional consultant fees should be billed and promptly paid by the applicant. No building permit or occupancy certificate will be issued if an invoice has not been paid within thirty (30) days of submission. If a project is abandoned, the applicant will be responsible for all costs incurred by the plan review consultant.

Section Five: Title 4, Section 4-1-4 of the Village Code of the Village of Glen Ellyn is hereby amended by adding new subsection 4-1-4(I) to read as follows:

(I) The stormwater fee for commercial development is calculated as a percentage of the total site improvement cost. A site improvement cost estimate is required to be signed, certified and submitted by the project engineer for review and approval. To validate the site improvement cost estimate, the applicant may be required to submit additional information to confirm the amounts listed or submit sworn statements from all contractors performing site work listing their contract amounts. The stormwater fee for a commercial development project shall be paid in two installments:

1. A plan review fee of $100 for each 1,000 square feet of the entire zoning lot shall be paid upon submittal of preliminary or final development plans prior for Village Board approval. The plan review fee shall be paid upon application for the building permit if Village Board approval is not required. If the plan review fee exceeds the stormwater permit fee the balance shall be refunded.

2. A stormwater permit fee of 2.75% of the site improvement costs, less the amount of the plan review fee, plus any applicable additional plan review fee, (see subsection J) shall be paid prior to the issue of a stormwater certification or building permit.

Section Six: Title 4, Section 4-1-4 of the Village Code of the Village of Glen Ellyn is hereby amended by adding new subsection 4-1-4(J) to read as follows:

(J) The stormwater fee includes reasonable and necessary staff time to review plans, observe site conditions, inspect for compliance, attend project meetings regarding permitting processes and requirements, and respond to requests for information or the interpretation or application of applicable regulations. An additional plan review fee of $75 per hour shall be paid by the applicant for time expended to complete staff plan reviews after the third review, or to re-review revised plans after they have been

previously approved.

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

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

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A-6F

MEMORANDUM

TO: Mark Franz, Village Manager

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

DATE: September 19, 2012

RE: Proposed Tree Preservation Fees
Village Board Meeting September 24, 2012

Background

On July 9, 2012, the Village Board awarded a contract to Planning Resources Inc. for forestry and tree preservation consulting services with a condition that the tree preservation fees for commercial projects be increased to compensate for higher consultant fees.

Issues

The attached chart indicates the current and proposed fees and the current consultant's rate for tree preservation services. The current fees are retained for single family home services and are increased for commercial development projects, code violations and enforcement services. The amount of the proposed fees compensate for the consultant's higher hourly rate on both residential and commercial projects. There will be no "out of pocket" expenses incurred by the Village.

Please note that the Village's current fee structure does not cover the prior consultant's total cost and has resulted in "out of pocket" expenses incurred by the Village in past years. The current fees for new commercial developments, code violations and enforcement are billed at 64% of the prior consultant's cost.

Recommendation

Municipal permit fees are generally established to be consistent with actual costs incurred by the Village. Therefore, it is the staff recommendation to adopt the proposed fees shown on the attached chart.

Action Requested

Approve the attached ordinance establishing tree preservation fees for new commercial developments, code violations and enforcement services.

Attachments

Tree Preservation Fee Proposal Chart
Ordinance Proposed Tree Preservation Fees
Village Board Memo dated June 4, 2012
Village Board Memo dated July 3, 2012

TREE PRESERVATION FEE PROPOSAL CHART

PROJECT SERVICES	ANNUAL UNIT EST	REVENUE				EXPENSE		BALANCE
		CURRENT FEE		PROPOSED FEE		CONSULTANT COST		
NEW SINGLE FAMILY HOME	15 EA.	$150 EA.	$2,250	$150 EA.	$2,250	$190 EA.	$2,850	($600)
NEW SINGLE FAMILY HOME ADDITION	110 EA.	$110 EA.	$12,100	$110 EA.	$12,100	$150 EA.	$16,500	($4,400)
NEW COMMERCIAL DEVELOPMENT	100 HOURS	$50/HR*	$5,000*	$150/HR	$15,000	$100/HR	$10,000	$5,000
CODE VIOLATIONS AND ENFORCEMENT	10 EA.	$50 EA.	$500	$100 EA.	$1,000	$100/HR	$1,000	$0
			$19,850		$30,350		$30,350	$0

* THESE SERVICES ARE BEING BILLED AT ONLY 64% OF THE PRIOR CONSULTANT'S RATE

Village of Glen Ellyn

Ordinance No. _____-VC

An Ordinance Amending the Village Code Title 4, Building Regulations, Chapter 8, (Tree Preservation) to Increase Tree Preservation Fees

---

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. _____-VC

An Ordinance Amending the Village Code Title 4, Building Regulations, Chapter 8, (Tree Preservation) to Increase Tree Preservation Fees

Whereas, the Planning and Development Department finds that it is in the best interest of the Village to establish or increase fees that correspond to the cost of providing consulting services; and

Whereas, tree preservation plan review and inspection services are now provided by a new consultant; and

Whereas, the cost to the Village for the new consultant's tree preservation plan review and inspection services has increased; and

Whereas, the cost to the Village for landscape plan review services completed by the tree preservation consultant are not specifically identified in the code for reimbursement; and

Whereas, the Village Board finds that it is appropriate to adjust the Planning and Development Department fees to increase tree preservation plan review and inspection fees to recover the cost to the Village for these consulting services.

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

Section One: Title 4, Section 4-8-3(D)2 of the Village Code of the Village of Glen Ellyn is hereby amended to read as follows:

> 2. Plan Review Fee for Subdivisions, Special Use Projects, and Planned Unit Developments or lots with any use other than single-family residences:
> Cost to review Documents submitted in compliance with Tree Preservation Ordinance:

~~$50~~ **$150** per hour by consultant.

Section Two: Title 4, Section 4-8-3(D)3 of the Village Code of the Village of Glen Ellyn is hereby amended to read as follows:

3. Fees for Additional Field Inspections and Violations:
Field Inspection Responding to Complaint (verified location) ~~$50~~ **$100**
Tree fence violation ~~$50~~ **$100**

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

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

MEMORANDUM

TO: Mark Franz, Village Manager

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

DATE: June 4, 2012

RE: Recommendation to Award a Forestry and Tree Preservation Consulting Services Contract and Approve an Exception to Competitive Bidding for Professional Services.

Background

Recent reorganization within the Public Works Department and elimination of the Village Forester position has led to re-examination of forestry and tree preservation services for the Public Works and Planning & Development Departments. The Village's current forestry consultant, Osage Inc., has a contract that will expire on July 2, 2012. Our current forestry and tree preservation service requirements were identified and included within a Request for Proposal. The RFP was advertised on the Village website, three industry websites, and mailed directly to 20 local certified arborists and landscape firms. The proposals from four candidates were reviewed by Village staff for the scope of services provided, prior experience, personnel qualifications, responsiveness, and fees.

Issues

The value of this contract is estimated to range from $20,000 to $30,000 per year based upon fixed unit cost and hourly rate fees. All of the consultants' fees exceeded the fees proposed by our current consultant, Osage Inc. represented by a single individual, Dave Coulter. However, the recommended consultant, Planning Resources Inc., can provide anticipated architectural landscape design services not available from Osage Inc. Planning Resources Inc. also includes staff personnel with a broader level of experience and certification and is conveniently located nearby in Wheaton for frequent and prompt response time. In addition, Planning Resources Inc. currently provides special storm water management and engineering services to the Village and we have found them to be highly responsible and professional with an excellent working relationship with our customers and Village staff. Planning Resources Inc. meets all criteria for consideration as the lowest responsible bidder and their fees do not exceed the fees submitted by any other bidder except Osage Inc.

The tree preservation plan review and inspection fees charged to permit applicants and developers may be increased to compensate for the increased consultant fees. Adjustments to the Village Code Building Permit Fee Schedule will be evaluated and recommendations will follow.

Recommendation

Award a contract to provide forestry and tree preservation consulting services for the Public Works and Planning & Development Departments to the lowest responsible bidder, Planning Resources Inc., in accordance with their proposal dated April 19, 2012, as amended on May 17, 2012, and as specified in the Agreement for Professional Services pending legal review.

Action Requested

Motion to waive competitive bidding and approve an Agreement for Professional Services from Planning Resources Inc. to provide forestry and tree preservation consulting services to the Village of Glen Ellyn subject to the review and approval of the Village Attorney.

Attachments

Planning Resources Inc. Proposal
Planning Resources Inc. Agreement for Professional Services

MEMORANDUM

TO: Mark Franz, Village Manager

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

DATE: July 3, 2012

RE: July 9, 2012 Village Board Meeting
Recommendation to Award a Forestry and Tree Preservation Consulting Services Contract and Approve an Exception to Competitive Bidding for Professional Services

Background

This recommendation was submitted to the Village Board for consideration and approval at the June 11, 2012 Village Board meeting. At that meeting, members of the Board had questions and expressed concerns about the analysis of the proposals and the staff recommendation. A motion to award a forestry and tree preservation consulting services contract to Planning Resources Inc. was made and failed for lack of a second. The Board requested that staff provide a summary of the selection criteria, an evaluation of each proposal, and a comprehensive fee comparison and pursue further cost reduction efforts.

Issues

1. Organization Changes

Our current consultant, Osage, Inc., was selected, contracted, and for many years provided the Village with forestry and tree preservation consulting services under the direction of the Public Works Department and prior Village Forester, Peggy Drescher. With the recent reorganization within the Public Works Department, responsibility for compliance with the tree preservation ordinances on private property and adjacent public property has been reassigned to the Planning & Development Department (P&D). While the basic consulting services continue unchanged, P&D has reviewed other consultants' proposals against the department's particular expectations and needs with additional emphasis on landscape planning and review for commercial development projects. In addition, we have considered the past performance of Osage, Inc.

Over the past ten years that P&D has been working with Osage, Inc., we have consistently struggled with having the consultant clearly identify if reviews were approved, approved with conditions, or rejected. In addition, reviews were not always submitted to the customer even though P&D requested this to be done. This required additional time and effort to clarify the review intent and forward reviews to the customer. In an attempt to address these issues staff developed and submitted a draft plan review form for the consultant to use that was disregarded.

We also experienced difficulties in the consultant's ability to understand and consistently follow the process for development project tree reviews for commission projects, tree preservation building permit reviews and approvals, final landscaping inspections and final tree preservation inspections. This required additional time and effort to coordinate the process with the consultant and resulted in delays. No practical suggestions for process improvement were received from the consultant. The consultant was generally available to address each issue promptly and adequately when directed by staff.

We experienced deficiencies in the consultant's ability to be proactive and to anticipate and pursue the next required action in a development project, to obtain and maintain customer contact information, and to obtain and maintain plan document records. This required additional department staff time and effort to provide information and direction and to obtain additional plan documents. Often the customer fails to call for the final landscape inspection promptly after the work is completed and the consultant does not monitor conditions or follow up on the required inspection with the customer until directed by staff.

2. Selection Criteria

The recommended consultant, Planning Resources Inc., did not submit the lowest fees, however, the Village Code requires that contracts be awarded to the lowest responsible bidder. In selecting the lowest responsible bidder and the award of any contract, the Village Code requires specific factors to be considered. P&D based their recommendation on the consideration of the following factors:

(A) The ability, capacity and skill of the bidder to perform the contract or provide the service required;
(B) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
(C) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
(D) The quality of performance of previous contracts or services;
(E) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
(F) The sufficiency of the financial resources and the ability of the bidder to perform the contract or provide the service;
(G) The quality, availability and adaptability of the supplies or contractual services to the particular use required by the village;
(H) The ability of the bidder to provide future maintenance and service for the use of the contract; and
(I) The number and scope of conditions attached to the bid, if any.

3. Selection Considerations

a. Planning Resources Inc. is currently providing special management area stormwater consulting services to P&D. The quality of their work and response time has been excellent. Their technical knowledge of the applicable laws and regulations is outstanding. Their ability to generate clear and concise correspondence and effectively communicate with customers and staff is well proven. Planning Resources Inc. has performed well above the level we have experienced with Osage, Inc.

b. Planning Resources Inc. is a natural resources planning and management firm with diversified experience in the design and development of public and private properties. Their services are

provided by a staff of 12 licensed and certified professionals. We believe that Planning Resources Inc. will provide forestry and tree preservation services that are more comprehensive with exposure to related stormwater, scientific, environmental, urban design and other expertise within the firm. Osage, Inc. is represented by only one person, Natural Path appears to rely on junior associates, and Hey and Assoc. personnel have capabilities in other less-related areas.

c. Planning Resources Inc. has demonstrated that they understand governing regulations and municipal ordinances and policies and provide outstanding representation for the Village of Glen Ellyn. They insure that development within the Village is designed and constructed in compliance with all requirements in their capacity as our consultant for special management area stormwater services. Planning Resources Inc. tracks noncompliant conditions over years, monitors conditions as they are improved or decline, and continually notifies the responsible party of their obligations and deficiencies. These services are self motivated and self managed by Planning Resources Inc. with little oversight by P&D. Our experience with Osage, Inc. shows their services require significantly more oversight in the areas of communication, information, direction, and follow-up.

d. Planning Resources Inc. assertively supports and defends the policies and principles of the Village Code and forcefully insures compliance with all applicable stormwater regulations. This is demonstrated in their plan review and inspection correspondence. We believe Planning Resources Inc. will continue this same approach with forestry and tree preservation regulations. When zoning, building, stormwater, or other codes are enforced, we receive complaints and appeals for relief and requests for exceptions or variations. We have received an unusual small number of complaints and requests for relief from Osage Inc.'s plan review comments and inspection reports. The purpose and intent of the tree preservation ordinances must be fully and assertively implemented to maintain the desired character and quality of the community forest in Glen Ellyn.

4. Consulting Fees and Budget

An increase in the consultant's fees for forestry and tree preservation consulting services may require an increase in the fees charged to our customers. To avoid any loss of revenue with the award of a contract to Planning Resources Inc., the fees currently charged by the Village to customers would need to increase as follows:

Single family home	$150 to $190 each
Home addition or accessory structure	$110 to $150 each
Site Improvement	$110 to $200 each
Complaints, violations, enforcement	$50 to $72 per hour
Development project reviews	$50 to $72 per hour

Planning Resources Inc.'s fees in this proposal have been reduced from their original proposal after a meeting to clarify the scope of work as shown on the attached revised Fee Comparison Sheet. Additional fee reductions were investigated and Planning Resources Inc. advised that no further fee reduction is feasible. Should the Board feel that an increase in fees is not appropriate, the award of a contract to Planning Resources Inc. would result in an estimated additional cost of $6,390 per year ($25,360 - $18,970) as indicated on the Fee Comparison Sheet.

This estimated total consultant fee of $25,360 will be paid from account 12600-521046 budgeted at $15,000. If fees are not increased, $14,350 would be pass-through fees paid by the customer leaving

$11,010 in direct Village expense. If fees are increased, $19,600 are pass-through fees paid by the customer leaving $5,760 in direct Village expense.

Recommendation

P&D has considered the proposals, prior experience, and further discussions with the consultants and recommends Planning Resources Inc. as the lowest responsible bidder. Attached is a Proposal Evaluation Sheet and a Fee Comparison Sheet for Village Board review and consideration. P&D recommends the award of a forestry and tree preservation consulting services contract to the lowest responsible bidder, Planning Resources Inc., in accordance with their proposal dated April 19, 2012, as amended on May 17, 2012, and as specified in the Agreement for Professional Services pending legal review.

Action Requested

Motion to waive competitive bidding and approve an Agreement for Professional Services from Planning Resources Inc. to provide forestry and tree preservation consulting services to the Village of Glen Ellyn subject to the review and approval of the Village Attorney.

Attachments

Memo to Mark Franz dated June 4, 2012
Proposal Evaluation Summary Sheet
Fee Comparison Sheet
Planning Resources Inc. Proposal
Planning Resources Inc. Agreement for Professional Services

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Hulseberg, Planning and Development Director
Michele Stegall, Village Planner
Matthew Simpson, Planning Intern

DATE: September 13, 2012

RE: Fee Amendment

Background. When an applicant requests a change to a previously approved plan, the same application fee must be paid as required by the initial application and the application is considered by a commission and the Village Board (VB) in the same manner as the original request. However, many historic ordinances and all current development ordinances contain a clause that allows the VB to "waive or modify a condition" in the ordinance without requiring the matter to first be considered by a commission.

Staff feels that, in most cases, it is appropriate to charge the same application fee for a request to change a previous approval as required for the original request. This fee generally ranges from $300-$650 depending on the specific application. This is not a disproportionate amount, as it helps to recover staff time involved in processing the request. It is also significant enough to ensure that only serious requests are submitted. While this is the case for most zoning applications, the exception is the $2,500 Planned Unit Development (PUD) application fee. Staff believes that this fee is unnecessarily costly, particularly in instances where a request for a PUD amendment does not require commission review. In said situations staff believes that the fee warrants reduction.

This issue was recently discussed as part of a proposed amendment to the Brandon Court Apartment project. The Community Housing Association of DuPage requested that the VB waive the $2,500 PUD fee for a request to modify one of the original conditions of approval. This request did not require commission review and the VB ultimately deemed it appropriate to reduce this fee by half to $1,250. It was also suggested that a Village Code amendment be considered to reduce the fee by half for similar projects moving forward. $1,250 is a reasonable fee that would cover the staff time and resources involved in processing such a request.

Action Requested. The Village Board is requested to consider adoption of the attached ordinance reducing the fee for a Planned Unit Development amendment by half, from $2,500 to $1,250, for PUD Amendment requests that do not require commission review.

Attachments

- Ordinance

Cc: Joe Kvapil, Building and Zoning Official

Village Of Glen Ellyn

Ordinance No. _____ - VC

An Ordinance Amending Title 4 (Building Regulations) of the Village Code to Create a New Application Fee for Amendments to Approved Planned Unit Development Plans

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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 Title 4 (Building Regulations) of the Village Code to Create a New Application Fee for Amendments to Approved Planned Unit Development Plans

Whereas, the Planning and Development Department periodically reviews application fees to ensure that they are in line with other communities in the region, and that they are fair and reasonable; and

Whereas, amendments to previously approved Planned Unit Development Plans require the same application fee as the initial submittal; and

Whereas, some Planned Unit Development amendments do not require commission review; and

Whereas, the Planned Unit Development application fee is $2500, which is considerably higher than other zoning application fees; and

Whereas, a reduction to this fee is warranted for amendments to Planned Unit Development Plans that do not require commission review due to the reduced staff time needed to process such requests.

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: Title 4, Section 4-1-4(A)6 of the Village Code is hereby amended to include a new subsection (g) to read as follows (the remainder of section being renumbered accordingly):

(g) Planned Unit Development Amendment $2,500 ($1,250 for requests that do not require commission review)

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

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

Ayes:

Nays:

Absent:

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

_____
Village President of the
Village of Glen Ellyn, Illinois

Attest:

_____
Village Clerk of the
Village of Glen Ellyn, Illinois

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

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A-6H

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Kristen Schrader, Assistant to the Village Manager - ADM
Michael Strong, Administrative Intern

DATE: September 18, 2012

RE: 716 Crescent Boulevard – Glen Ellyn Local Landmark Designation

Background.
On June 4, 2012, Mike Wilson, property owner of 716 Crescent Boulevard, submitted a nomination form requesting that the Glen Ellyn Historic Preservation Commission consider designating his home as a Glen Ellyn Local Landmark. The petitioner has indicated that the home identifies with a person or persons who significantly contributed to architectural, cultural, economic, historic, social or other aspect of the development of the Village, among other reasons outlined in their nomination form (see attached).

On July 26, 2012, the Historic Preservation Commission, pursuant to testimony and facts presented by Mike Wilson, granted preliminary determination of landmark status to 716 Crescent Boulevard. A public hearing was held during the August 23, 2012, regular Historic Preservation Commission meeting. At the conclusion of the public hearing, the Commission unanimously approved a motion to recommend that the Village Board approve landmark designation for the property.

Issues.
The property, located on the north side of Crescent Boulevard between Lee Street and Riford Road in the R2 Residential District, was built around 1913 and was designed by Frank Lloyd Wright. This property would be the first home recognized in this neighborhood of Glen Ellyn. The age of the home and unique style of architecture collectively aids in the historical charm and character of this neighborhood and the Village.

Recommendation.
The Historic Preservation Commission recommends that the Village Board consider designating 716 Crescent Boulevard as a Glen Ellyn Local Landmark.

Action Requested.
The Village Board is requested to consider the recommendation of the Glen Ellyn Historic Preservation Commission to designate 716 Crescent Boulevard as a Glen Ellyn Local Landmark. An Ordinance approving this recommendation is attached.

Attachments.

- Location Map
- Photograph of Property
- Ordinance
- Report and Recommendation dated September 18, 2012 with Exhibits

cc: Staci Hulseberg, Planning and Development Director
Mike Wilson, Property Owner/Petitioner
Historic Preservation Commission

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716 Crescent Boulevard

Prepared By: Planning and Development
Date Prepared: September 13, 2012

0 175 350 700 Feet

N

Village of Glen Ellyn

Ordinance No. _____

An Ordinance Designating the Property
At 716 Crescent Boulevard, Glen Ellyn, IL
as a Glen Ellyn Local Landmark

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 Designating the Property
At 716 Crescent Boulevard, Glen Ellyn, IL
as a Glen Ellyn Local Landmark

Whereas, Mike Wilson, owner of the property commonly known as 716 Crescent Boulevard ("Property"), Glen Ellyn, DuPage County, Illinois, and legally described as follows:

ALL THAT PART OF LOT 18 IN JOHN A. BROWN'S ADDITION TO GLEN ELLYN, LYING SOUTHEASTERLY OF A STRAIGHT LINE DRAWN ACROSS SAID LOT FORM A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT THAT IS 215.08 FEET NORTHWESTERLY MEASURED ALONG SAID SOUTHWESTERLY LINE FROM THE SOUTHEASTERLY LINE OF SAID LOT, AND DRAWN TO A POINT IN THE NORTHEASTERLY LINE OF SAID LOT THAT IS 225.26 FEET NORTHWESTERLY MEASURED ALONG SAID NORTHEASTERLY LINE FROM SAID SOUTHEASTERLY LINE IN THE EAST ½ OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECODED JUNE 3, 1907 AS DOCUMENT 90877, IN DUPAGE COUNTY, ILLINOIS.

ALSO - - THAT PART OF LOT 19 LYING SOUTHERLY OF A LINE DRAWN FROM A POINT ON THE NORTHEASTERLY LINE OF SAID LOT EQUAL DISTANT FROM THE NORTHEAST CORNER AND THE SOUTHEAST CORNER THEREOF, TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT EQUAL DISTANT FROM THE NORTHWEST CORNER AND THE SOUTHWEST CORNER THEREOF, (EXCEPT THAT PART THEREOF LYING EASTERLY OF A LINE DRAWN FROM A POINT ON THE SOUTHEASTERLY LINE OF THE SAID LOT, BEING ALSO THE NORTHERLY LINE OF CRESCENT BOULEVARD 85 FEET WESTERLY OF THE SOUTHEAST CORNER THEREOF TO A POINT ON THE NORTHWESTERLY LINE OF THE ABOVE DESCRIBED PROPERTY; THAT IS 66 FEET WESTERLY OF THE NORTHEASTERLY LINE OF SAID LOT) IN JOHN A. BROWN'S ADDITION, BEING A SUBDIVISION OF PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 1907 AS DOCUMENT 90877, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.(S): 05-11-216-029; 05-11-216-033;

has submitted a written request for Village of Glen Ellyn Historic Landmark Designation for the property at said address in accordance with Chapter 13 of Title 2 of the Glen Ellyn Village Code,

known as the Historic Preservation Ordinance; and

Whereas, following due notice by publication in the Daily Herald not less than fifteen (15) days nor more than thirty (30) days prior thereto, and following placement of a placard on the subject property not less than fifteen (15) days prior thereto, Glen Ellyn Historic Preservation Commission conducted a public hearing on July 23, 2012, during which evidence, testimony, and exhibits were presented in support of the request for Landmark Designation; and

Whereas, based upon the evidence, testimony, and exhibits presented at the public hearing, the Glen Ellyn Historic Preservation Commission recommended that the property be officially designated as a historic and architectural landmark, as set forth in its Report and Recommendation dated September 18, 2012, a copy of which is appended hereto as "Exhibit A"; and

Whereas, the President and Board of Trustees of the Village of Glen Ellyn have reviewed the evidence and exhibits presented at the aforementioned public hearing and have considered the Report and Recommendation of the Glen Ellyn Historic Preservation Commission and find that the property satisfies one or more of the criteria for designation as a Glen Ellyn landmark as provided for in Section 2-13-3(A) of the Glen Ellyn Village Code;

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 Report and Recommendation of the Glen Ellyn Historic Preservation Commission, attached hereto as Exhibit "A", is hereby accepted, and the findings and conclusions set forth therein and in the preamble below are hereby adopted as findings of the corporate authorities of the Village of Glen Ellyn.

Section Two: The President and Board of Trustees hereby designate the property located at 716 Crescent Boulevard in Glen Ellyn, DuPage County, Illinois, as a Glen Ellyn Local Landmark.

Section Three: The property is hereby determined to be a Glen Ellyn Local Landmark because it satisfies the following criteria set forth in Section 2-13-3(A) of the Glen Ellyn Village Code:

A. The property was built in 1913.

B. The property has long been attributed to Frank Lloyd Wright, Harry Robinson, and Frederick Walker. Each of which were prominent builders and/or architects during the time period the home was built.

C. The property is an outstanding and unique example of the style of architecture in which it was built.

D. Its unique location fronts the north side of Crescent Boulevard between Riford Road and Lee Street, an area of a unique style of architecture that collectively aids the historical charm and character of this neighborhood and the Village.

Section Four: The determination of landmark designation is based upon the owner's written request and the evidence, exhibits, and testimony presented at the August 23, 2012 Historic Preservation Commission public hearing including the documents listed below, which are referenced herein as though they were attached hereto, and said documents shall be filed with and made a permanent part of the records of the Glen Ellyn Historic Preservation Commission:

A. Historic Landmark Nomination Form

B. Picture of the home on the property

C. Copy of the notice of the Public Hearing

Section Five: By virtue of its satisfying the criteria specified herein, the property is hereby declared and designated as a Glen Ellyn Local Landmark, and the owners of said property

are requested to affix a plaque to the house denoting said designation.

Section Six: The Historic Preservation Commission is authorized and directed to send a certified copy of this Ordinance and a summary report of the effects of designation to the owners within ten (10) days of the passage of this Ordinance, and the Village Clerk is authorized and directed to file or cause to be filed a certified copy of this Ordinance with the DuPage County Recorder of Deeds, Milton Township Assessor, and appropriate Village departments.

Section Seven: The provisions and sections of this Ordinance shall be deemed to be separable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

Section Eight: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this _____ day of _____, 20___, on first reading, second reading not being requested.

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_____.)

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REPORT AND RECOMMENDATION OF THE GLEN ELLYN HISTORIC PRESERVATION COMMISSION ON THE REQUEST OF PHIL ESKILSON FOR THE DESIGNATION OF THE PROPERTY LOCATED AT 716 CRESCENT BOULEVARD AS A HISTORIC LANDMARK

TO: The President and Board of Trustees, Village of Glen Ellyn, Illinois

DATE: September 18, 2012

Background. Mike Wilson ("Petitioner"), property owner of 716 Crescent Boulevard ("Property"), filed a petition to have his home designated as a Glen Ellyn Historic Landmark on June 4, 2012. On July 26, 2012, pursuant to the testimony and facts presented by the Petitioner, the Glen Ellyn Historic Preservation Commission granted preliminary determination of landmark designation to the Property. In accordance to the Glen Ellyn Historical and Architectural Landmark Preservation Ordinance (#3825), a public hearing was held before the Historic Preservation Commission on Thursday, August 23, 2012. The Historic Preservation Commission heard testimony, and issues the following Report and Recommendation to the Village Board.

I. Report:

A. Request.

The Petitioner is requesting landmark designation for their property located at 716 Crescent Boulevard, Glen Ellyn, Illinois.

B. Exhibits.

The following materials were submitted for review prior to the Historic Preservation Commission meeting:

Exhibit 1: Historic Landmark Nomination Form received on June 4, 2012 from the Petitioner for the Property along with submittals.

Exhibit 2: Notice of Public Hearing published in the August 8, 2012, edition of the Daily Herald.

Exhibit 3: Planning Report dated August 15, 2012.

Exhibit 4: Email from Petitioner dated August 20, 2012.

Exhibit 5: Minutes from the July 26, 2012, regular Historic Preservation Commission meeting.

Exhibit 6: Minutes from the August 23, 2012, regular Historic Preservation Commission meeting.

C. August 23, 2012, Public Hearing.

The Petitioner presented their request for landmark designation of their home at 716 Crescent Boulevard to the Commission. The Petitioner referred to the nomination form, pictures of the property, and additional property information. The Petitioner indicated that the home was designed by Frank Lloyd Wright, an iconic architect during the period the property was designed and built.

D. Public Comment.

No members of the public spoke in favor or opposition of the request.

E. Discussion.

After conducting the public hearing, the Historic Preservation Commission made the following Findings of Fact pertaining to the Petitioner's request for Landmark Designation:

Fact 1: The property is a prairie style frame and stucco home designed by the magnificent Frank Lloyd Wright Firm and was built in 1913.

Fact 2: The property has long been attributed to Frank Lloyd Wright, Harry Robinson, and Frederick Walker. Each of which were prominent builders and/or architects during the time period the home was built.

Fact 3: The home features classic leaded glass windows, balconies and covered shelter with stone fireplace. The windows are clad with red panes, which resemble those installed in the Avery Cooney School. These elements are characteristic of Wright homes that were built in the area.

Fact 4: Its unique location which fronts the north side of Crescent Boulevard, between Lee Street to the west and Riford Road to the east, is an area that has not been recognized for its historical significance due to recent remodels and demolitions. This property would be the first home recognized in this area. The age of the home and unique style of architecture collectively aid the historical charm and character of this neighborhood and the Village.

II. Recommendation:

On a motion made by Commissioner Saliamonas and seconded by Commissioner Christiansen, the Historic Preservation Commission recommends that the Village Board approve the landmark designation for the property located at 716 Crescent Boulevard based on the findings of fact stated herein above. The motion carried with a vote of six (6) "Ayes," zero (0) "Nays."

Date of Meeting: August 23, 2012

Present: Chairman Marks, Commissioners Christiansen, Isaac, Rasnic, Saliamonas, Wilson, Recording Secretary Solomon, Administrative Intern Strong

Excused: Commissioners Manak, Salamunovich, Student Commissioner Buckton

Absent: None

Also Present: Mike Wilson, Richard Johnson

GLEN ELLYN HISTORIC PRESERVATION COMMISSION

HISTORICAL LANDMARK NOMINATION FORM FOR INDIVIDUAL BUILDINGS OR ART OBJECTS

RECEIVED
JUN - 4 2012
PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN

Date Received JUNE 4 2012

1. Name of Property/Site: HEALD HOUSE

2. Address of Property: 710 CRESCENT BLVD.

3. Attach photographs of the property site itself as well as important features (if available).

4. Is this property, or any part of it, listed on or nominated to the Illinois or the National Register of Historic Places? Has the Glen Ellyn Historical Society placed an historical plaque on the building?

____ Illinois Register ____ National Register

✓ Glen Ellyn Historical Society Plaque

5. Please indicate which of the following criteria apply to the property. (Check all that apply). Explain in #6.

✓ Its value as an example of the architectural, cultural, economic, historic, social or other aspect of the heritage of the Village of Glen Ellyn, the State of Illinois, or the United States;

✓ Its location as a site of a significant historic event which may have taken place within or involved the use of any existing improvements;

✓ Its identification with a person or persons who significantly contributed to architectural, cultural, economic, historic, social or other aspect of the development of the Village of Glen Ellyn, the State of Illinois, or the United States;

✓ Its exemplification of an architectural type or style distinguished by innovation, rarity, uniqueness or overall quality of design, detail, materials or craftsmanship;

✓ Its representation of an architectural, cultural, economic, historic, social or other theme expressed through distinctive areas, districts, places, buildings, structures, works of art or other objects that may or may not be contiguous;

✓ Its unique location or distinctive physical appearance or presence representing an established and familiar visual feature of a neighborhood, community or the Village of Glen Ellyn.

____Other reasons. Please specify. _____

_____

6. Additional details and history. Summarize why this property/site should be designated a "Landmark." Please indicate the year this building was constructed. _____

_____

_____

_____

7. Name, address and telephone number of the property owner(s).

Name: MIKE WILSON MCWILSON1947@AOL.com
Address: 716 CRESCENT BLVD.
Area Code: 60137 Phone Number: 630 432 5447

8. Name, address, telephone number and signature of person(s) submitting this nomination. (Please attach additional sheets if necessary)

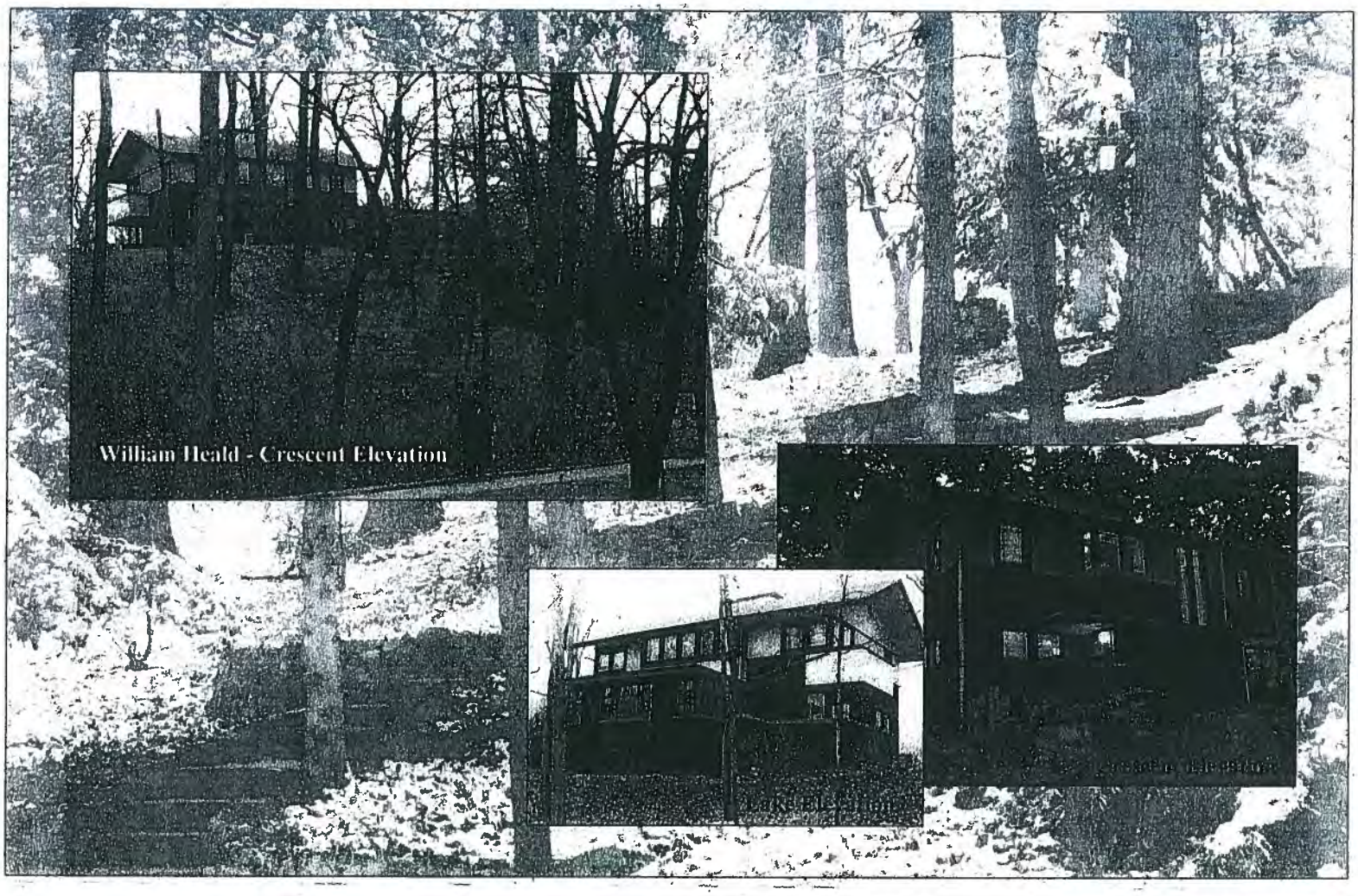
Name: SAME
Address: _____
Area Code: _____ Phone Number: _____

Mike Wilson JUNE 4 2012
Signature Date

If you have questions, please phone the Village of Glen Ellyn staff liaison for the Historic Preservation Commission at 630/469-5000.

Please return this form to:

Historic Preservation Commission
C/O: Staff Liaison
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137



The 100 Years Since the Picnic

11:00-a.m. Program - Richard Johnson

1:00-3:00 p.m. Heald House Tours
716 Crescent Avenue, Glen Ellyn

Please note: *The house is located just east of Lee Street on the north side of Crescent. The garage, at street level, has a large American flag on it to help identify the exact location. Please do not park in the driveways. The walk to the house is a difficult climb as you can see from the pictures above. There is no handicap access.*

The Glen Ellyn Historical Society thanks Mr. Johnson for bringing the discussion of the origin of the Heald House to our attention and Mr. Wilson for opening his home for today's tour.

GLEN ELLYN
HISTORICAL SOCIETY

The Glen Ellyn Historical Society mission is to research, collect, preserve and present the history of Glen Ellyn. The Society strives to educate and engage the community in understanding the effect of its heritage on the present and the future. *Please consider joining GEHS and help assure Glen Ellyn's history is preserved.*

Stacy's Tavern Museum - Sunday and Wednesday, 1:30 to 4:30

Stacy's Corners Store - Tuesday - Saturday 10 to 5, Sunday 1 to 5

Glen Ellyn Center for Historical Research - Wednesday 1:30 - 4:30 or by appointment

GEHS - 800 N. Main Street, Glen Ellyn - 630-469-1867 - info@gehs.org - www.gehs.org

Richard G. Johnson - Rediscover Wright Program
Michael Wilson - Heald House,
716 Crescent, Glen Ellyn, Illinois

October 22, 2011
History Center
Glen Ellyn Historical Society
800 N. Main, Glen Ellyn, Illinois

The 100 Years Since the Picnic

Rediscovering Wright Project

Richard G. Johnson is the founding member of the Rediscovering Wright Project. Johnson's passion for unrecognized Wright houses was sparked by his curiosity about an Evanston home. He took his query to a renowned expert on Wright architecture: William Allin Storrer, Ph.D., author of *The Architecture of Frank Lloyd Wright: A Complete Catalog* and *The Frank Lloyd Wright Companion: The Most Comprehensive Source for As-Built Plans of Wright's Work* both published by the University of Chicago Press. Storrer took the claim seriously because he had long suspected that undiscovered Wright houses existed in the Chicago area.

During research for the *Complete Catalog*, Storrer interviewed Henry-Russell Hitchcock (deceased), the leading American architectural historian during the first half of the 1900s. Hitchcock reported that as Wright drove him through Evanston, Oak Park, Hyde Park and the surrounding area, Wright would occasionally point to a building and say, "I did that, but nobody will ever know."

Daniel Dominique Watts is the third member of the Rediscovering Wright Project. He joined the team when he identified the William Heald house as a possible Wright design.

Together, the trio has uncovered 30 houses with significant evidence pointing to Frank Lloyd Wright designs. Johnson has done the ground work and assembled volumes of documents in support of the project. Storrer challenges the findings of Johnson and questions the details enumerated by Watts.

Rich Johnson is currently Broadcast Manager for the Medill School of Journalism at Northwestern University; William Storrer is Visiting Professor of Architecture at the University of Texas at Austin; and Daniel Watts has a B.A. in architecture and he is a professional researcher, historian, preservationist and designer specializing in the works of Frank Lloyd Wright.

Michael Wilson, owner of Hummingbird Woodworks, remembers fondly his many discussions with Jane Heald Rathje, daughter of William Heald, as she would tell him of Wright's visits to their home. Mike Wilson has owned the home since 1987 and taken great care to maintain its character and design.

Phone [redacted] Name HEALD

Location 716 Crescent Blvd., Glen Ellyn, Ill. # 6-287

Style Frank Lloyd Wright	Basement	Full 1/2 bath	Garage	Price
Construction Frame & Stucco	1st	Liv. Din. Rms., Kitchen, 2 Porches, 2 Closets,	3 car	$65,000
Lot Size 200 x 225	2nd	4 bedrooms, 7 Closets, 2 Baths	Age	
	3rd	7/4/2½	53	

Off Mkt.
3/22/66
Off mkt but excl. not released. Do not show until further notice

Exclusive Agent: SEERY REALTY, 412 Main St., G.E. 469-7000

Owners: [redacted] Phone: [redacted]

6-287	1st Floor	2nd Floor	3rd Floor	Sizes, Details, Descriptions and Extras
B. Rm.		4		14.2x11.7 15.6x14.4
				12x12 11.6x8.11
Porch	1			11x20.4 Glazed Porch Firepl. Yes
L. Rm.				23.3x24.3
D. Rm.	1			14.6x14.6 Blt.-in Oak Buffet
Kitchen	1			17.8x8.4
Porch	1			12.5x8.2 Jalousied Porch off Kitchen
Closets	2	7		
Bath	½	2		Ceramic Tile

Floors Oak Walls Plaster Trim Hdwd. C & N W 5 blks

Schools: Grade J. H. S. H. S. 3 Blks

Mortgage: Existing

Mortgage Available

Legal Description:

S. ½ of Lots 18 & 19 John A. Brown's Addn.

Plat Book Page 46

Lot Size 200 x 225 Code US Rooms 7/4/2½

Location: 716 Crescent Blvd. Glen Ellyn

Style Frank Lloyd Wright Age 53 (Blt. 1913)

Construction Frame & Stucco Insulation Full

Roof Foundation P.C.

Storm Sash x Screens x Comb.

Basement: Full-Plastered. Clean and dry.

Heat Oil-Hot Water

Laundry Tubs 2 Water Yes

Water Heater Gas Softener Yes

Gas Yes 220 Vt. Outlets Sewer Yes

Sidewalks No Paving Yes

Garage 3 car Driveway Blacktop

Landscaping Natural & Lovely Keys at Always home

Decorating Good Taxes $ 1,345.44

Tenant Phone

Last M.L.S. # $ Reason for Sale Retiring

Possession: 30 days after contract

Remarks: Draperies included.
Balconies on 2nd floor from 2 bedrooms.
Leaded Windows throughout.

APPOINTMENT ONLY

This information is considered accurate but we accept no liability for error. The listing may be changed without notice.

L-$349,000 S-$316,000 OTHR
03/18/87 226 DAYS LB-4249 SB-4249

Add 716 CRESCENT BLVD, GLEN ELLYN

Directions	Area 670	0895	LP 88 20325
Owner			DC
Tenant	Ph		KB LO

#Rms	Bdrms	Baths	Sql	Age	Garage	Taxes	Possession	Const/Builder
9	4	2.5	2S		1 + 1	1985 $ 3825.94	AT CLOSING	FRAME

Ph | Lot Size SEE SURVEY

Grade BEN FRANKLIN | Jr.High HADLEY | High GLENBARD WEST

Mtg | PITI | Parcel# 08-11-216-029 + | Subdiv

MAGNIFICENT FRANK LLOYD WRIGHT FIRM DESIGNED HOME ON A SPECTACULAR WOOD-ED HILLTOP SITE OVERLOOKING BEAUTIFUL LAKE ELLYN. CLASSIC STYLING WITH LEADED GLASS WINDOWS, BALCONIES & COVERED SHELTER W/STONE FIREPLACE. CONSTRUCTION 1911-13. WALK TO SCHOOLS, SHOPPING & TRAIN. ALL DIMENSIONS APPROXIMATE.

Flood Plain insurance may be required by Lender

	Fl.	C	D
LR 24.3 X 23.3	1		
DR 14.6 X 14.6	1		
Comb Sep L			
Kit 17.8 X 8.4	1		
Mbr 15.6 X 14.4 Ba	2		
Br 14.2 X 11.2	2		
Br 12 X 12	2		
Br 11.8 X 8.11	2		
GLASS ENCLOSED			
20.4 X 11 VERANDA	1		
12.6X8 BR VERANDA	1		
Util IN BSMT			
Bsmt YES - PARTIAL			

VA	FHA	CFD	2 FP
CAC	X Refg.	DW	Disp.
X D/R	D/R-Bl	X W Soft	WSo R
Patio	DECK	X HW	FA
X City	Septic	X Sew	Well
X Gas	Oil	Elec	C Bus

I.D.#	Salesperson	Home Phone #	LO#	Office Name	Phone #
[redacted]	[redacted]	[redacted]	4249	RE/MAX OAKBROOK	[redacted]

630 887

INFORMATION DEEMED REL

Jane Heald Rathje

formerly of Glen Ellyn

Services for Jane Heald Rathje, 87, will be held at 10 a.m. Friday, at **Leonard Memorial Home, Ltd.**, 565 Duane St., Glen Ellyn.

Born Sept. 18, 1911, she died Saturday morning, Aug. 28, 1999. Graveside services will be held at Wheaton Cemetery following the services at the funeral home.

Jane was raised in Glen Ellyn, a city she never ceased to cherish. After graduating from Glenbard High School in 1929, she attended Stephens College and graduated from Northwestern University in 1934. A sports enthusiast - tennis, horseback riding, ice skating - she began her career in Glen Ellyn in her own dance studio. She married Karl Rathje and they had one son, William. In the 1940s she began teaching school and soon returned to Glenbard where she taught physical education and then English for some three decades. In 1987 Jane moved to Tucson, Ariz., to be near her beloved son. In her later years, Jane was always active and in search of new horizons, and her soul is now off on its greatest adventure.

Preceded in death by her husband, Karl, and her sister, Barbara, Jane is survived by her son and by a long litany of students to whom she imparted her respect for the English language and her immense love of life.

Friends of the family are invited to bid a fond adieu from 5 to 7 p.m. Thursday, at the funeral home.

Donations are being accepted for a teak bench to be placed in Lake Ellyn Park across from the Boat House, directly below Jane's father's house and within sight of Glenbard High School. Please mail contributions to Jane's Bench Memorial Account, c/o Norwest Bank, 5740 N. Swan Road, Tucson, AZ 85718.

For information, (630) 469-0032.

This site is maintained by William Allin Storrer, Ph.D., Visiting Professor of Architecture at the University of Texas at Austin and author of *The Frank Lloyd Wright Companion* now in a revised edition, and *The Architecture of Frank Lloyd Wright, a complete catalog*, now in its third edition, revised.

#1. This Glen Ellyn house overlooks Lake Ellyn from a hilltop perch. Long attributed to Harry Robinson, we know that, when original owner William Heald decided to try to sell it for health reasons in the early 1960's, he called its style "Frank Lloyd Wright." Wright designed it and told Harry to "go, build it." Lloyd drew it and it is on Lloyd's characteristic sized paper and uses dimension strings which his father in almost all cases never used after the earlier Robert Lamp home (S.097) drawings. Robinson was the on-site building supervisor. Wright visited the site often on his way to building the William Greene home (S.176) in Aurora, IL, which is a sister home design to William Heald's brother's prospectus home built in River Forest, IL (see #2 below), and Jens Jensen landscaped it (something he'd hardly have done for Robinson). The plan is a direct descendant of the Robert Lamp Residence. Photographs as well as William Heald drawings with their board and batten strips (Heald, perhaps for financial reasons, did it in clapboard) clearly drawn on paper are part of the revelation of this as a Wright-designed home. The art glass alone should convince most critics.

From: Mike Wilson [redacted]
To: [redacted]
Subject: Fwd: Certification of Wm Heald house
Date: Wed, May 9, 2012 1:46 pm

Sent from my iPhone

Begin forwarded message:

From: William Allin Storrer [redacted]
Date: May 8, 2012 12:42:49 PM CDT
To: [redacted]
Subject: Certification of Wm Heald house

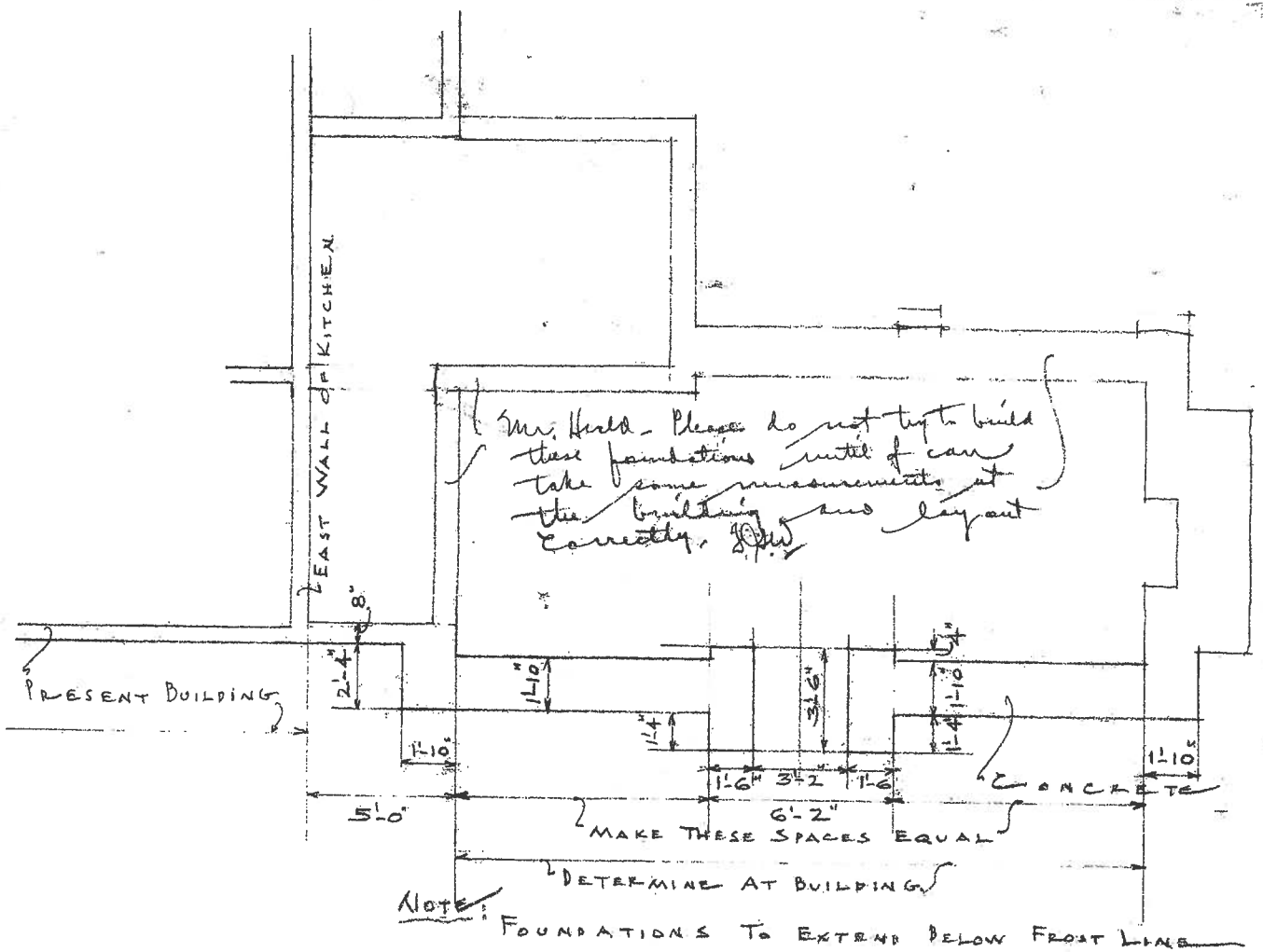
To whom it may concern;

After conferring with Bruce Brooks Pfeiffer at Taliesin West this past June, it was agreed that findings of previously unknown Wright designs would be assigned a Storrer Catalog Number nearest the date of design, with the suffix "a." Accordingly, the William Heald Residence in Glen Ellyn, Illinois, is assigned the number S.177a.

The perspective drawing and floor plans are in the possession of Eric Lloyd Wright, son of the delineator, Lloyd Wright, who was working under the direction of his father, Frank Lloyd Wright.

Sincerely.

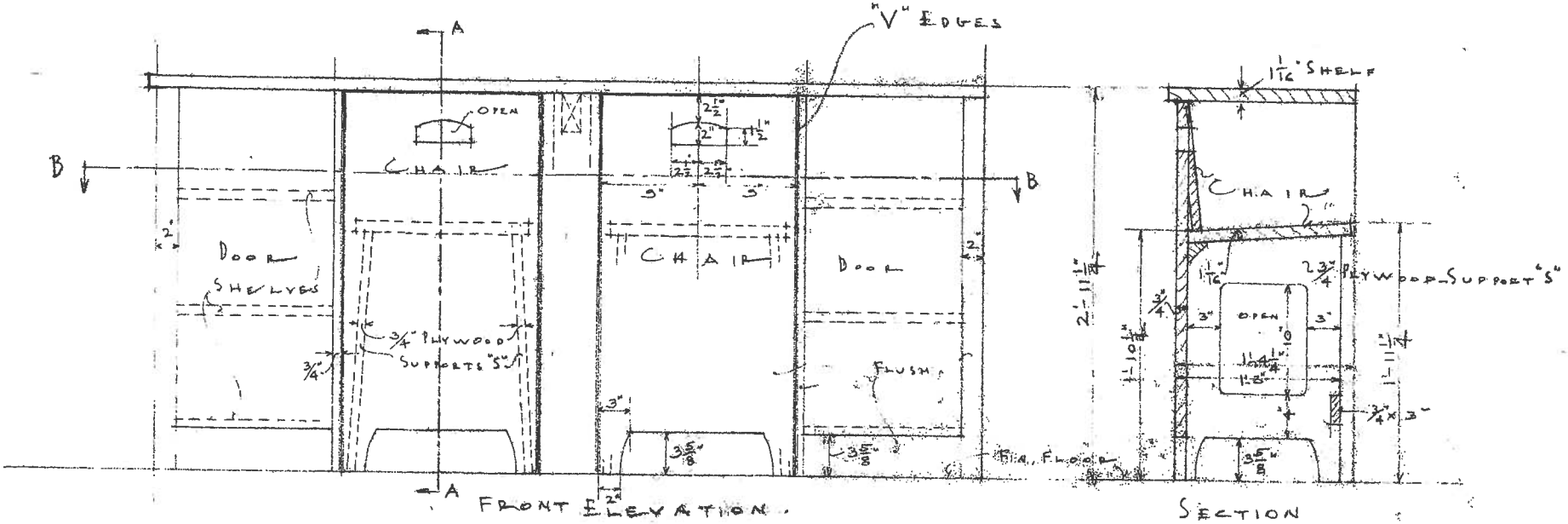
William Allin Storrer, adjunct professor in the School of Architecture, University of Texas at Austin
Author, the only catalog of Frank Lloyd Wright's built work, The Architecture of Frank Lloyd Wright, a complete catalog.



FOUNDATION PLAN - SCALE 1/4" = 1'

Mrs. Heald
Telephone me if any questions
F.L.W.

Heald
Frederick L. Walton, Architect



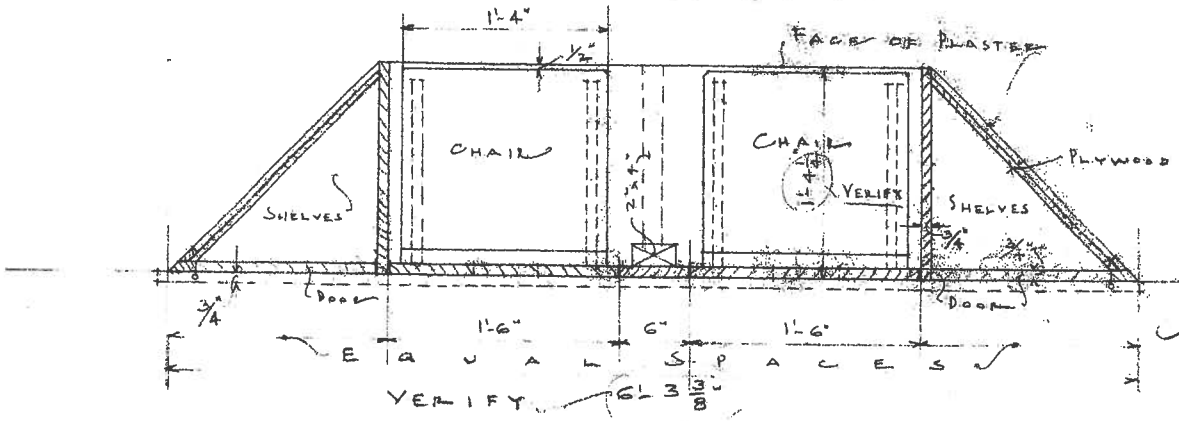
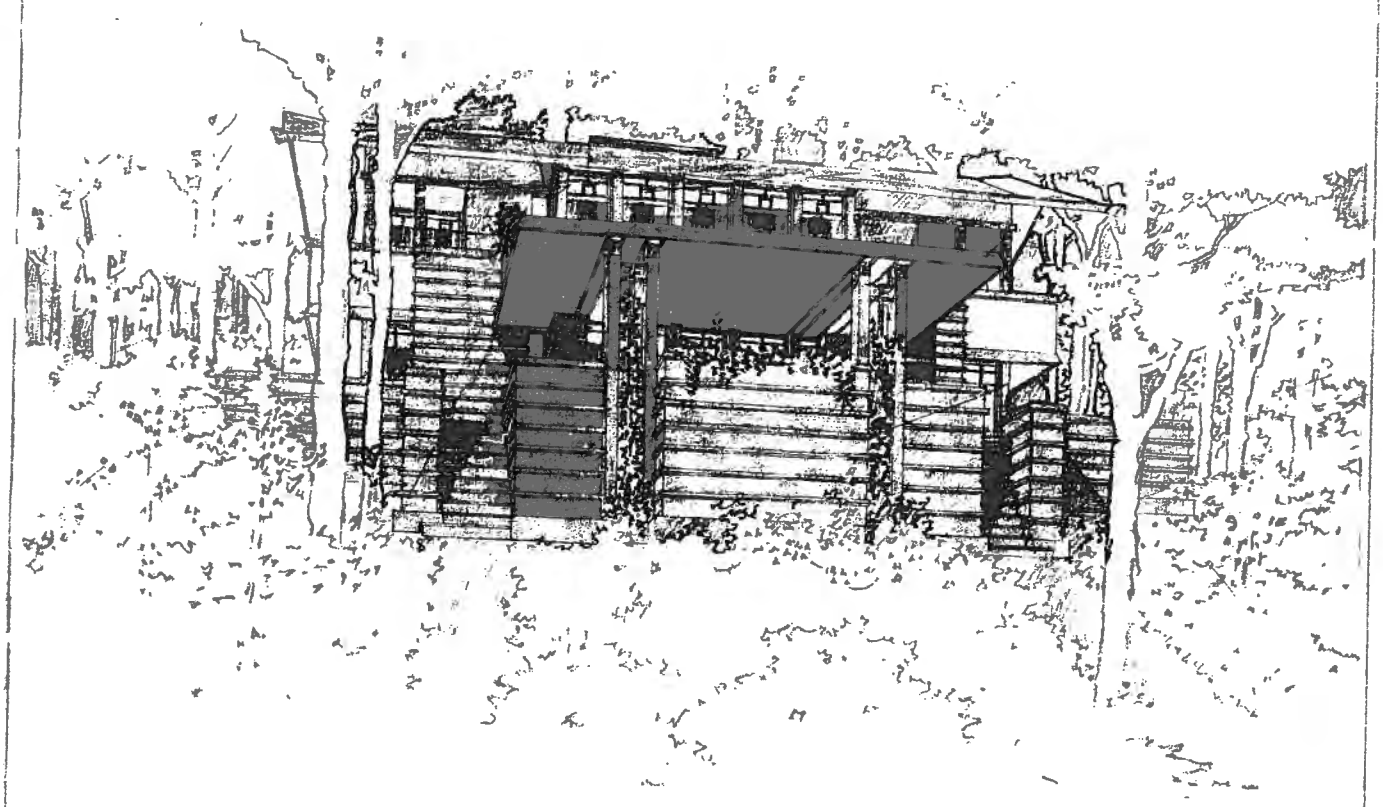
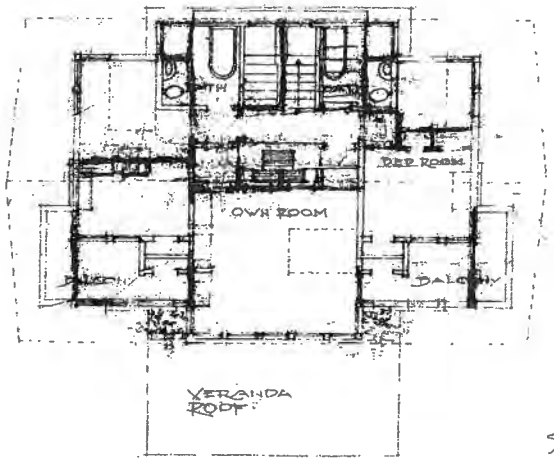


TABLE & CHAIRS IN BAY
SCALE 1/2" = 1'
FOR
W. B. HEALD
GLEN ELLYN

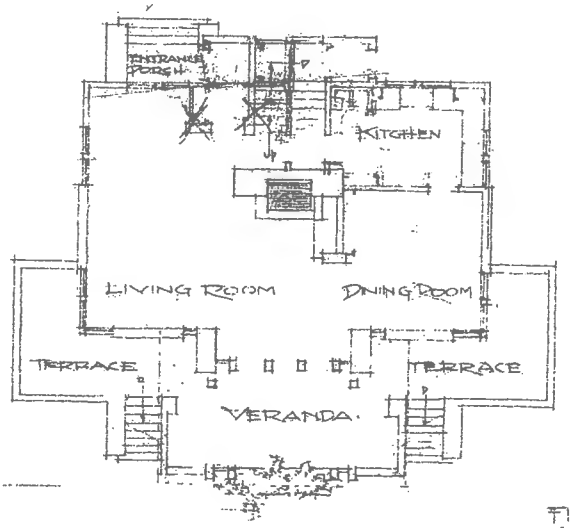
Frederick J. Walker, Architect
Nov. 1941



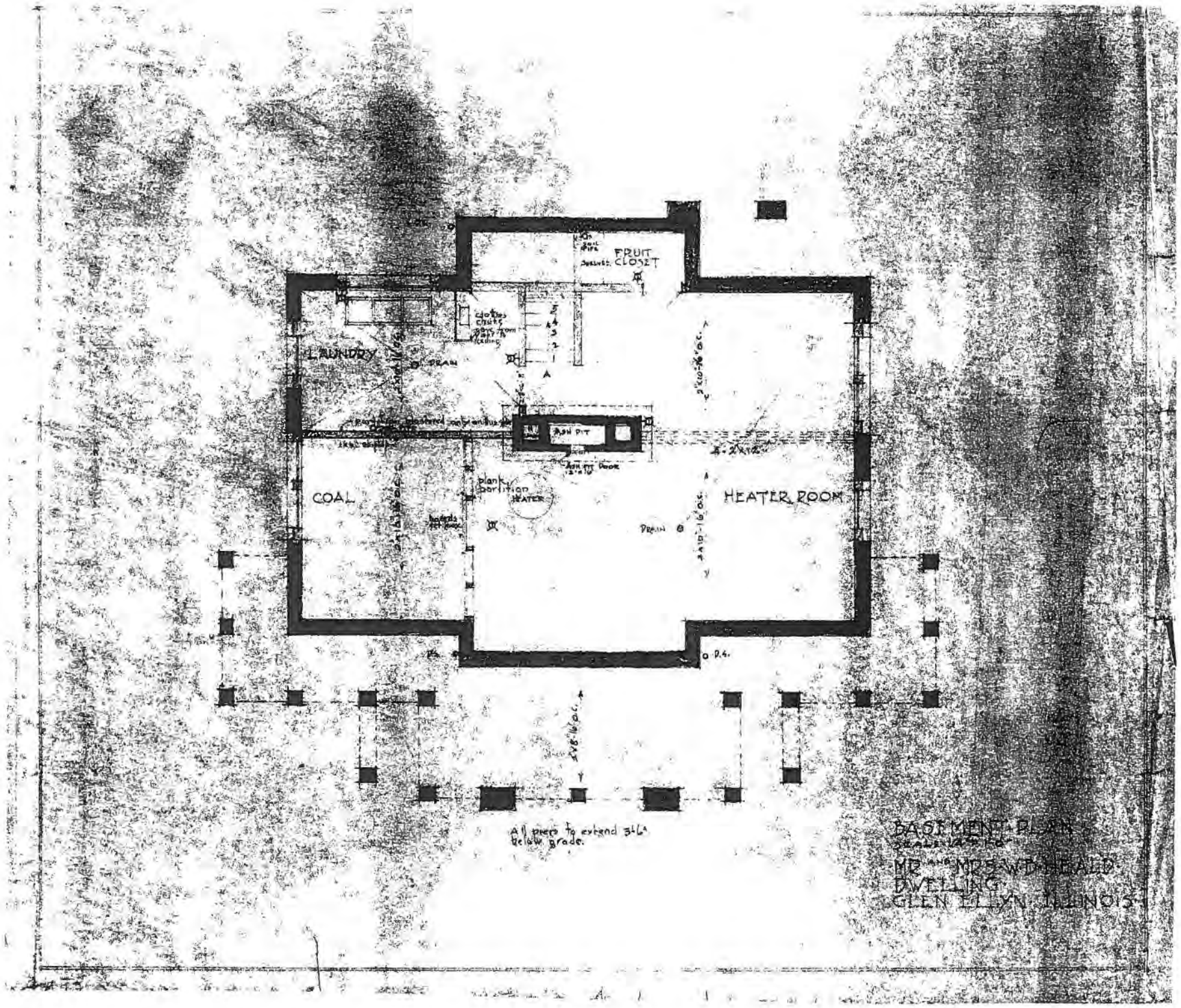
VIEW FROM NORTH WEST

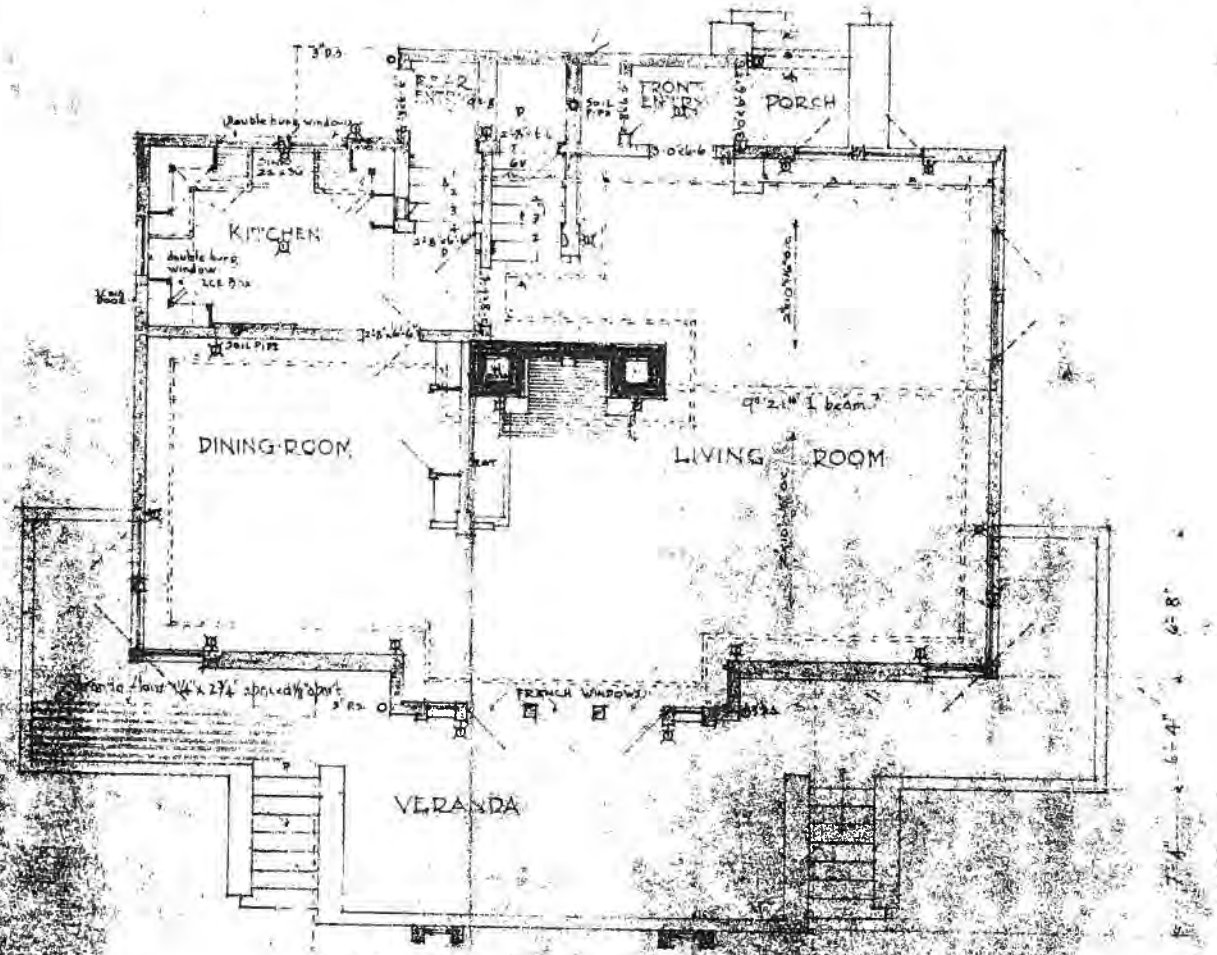


SECOND STORY PLAN

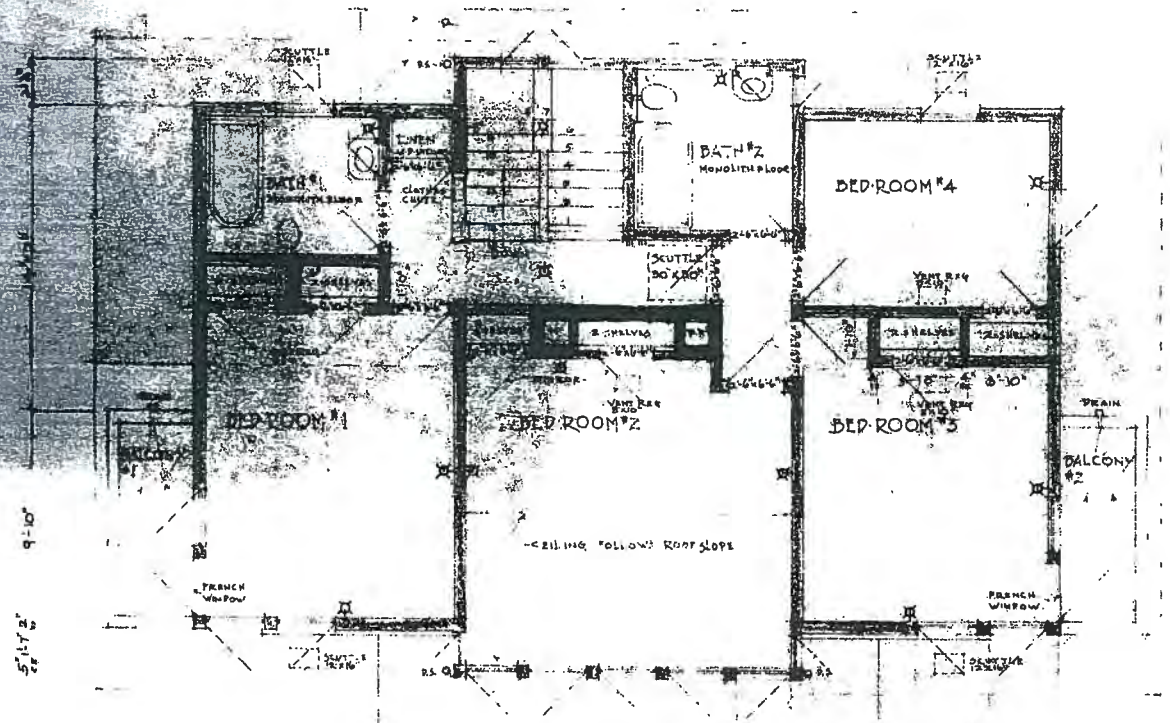


FIRST STORY PLAN.
SCALE — FEET
MR AND MRS. W.B. HEALD.

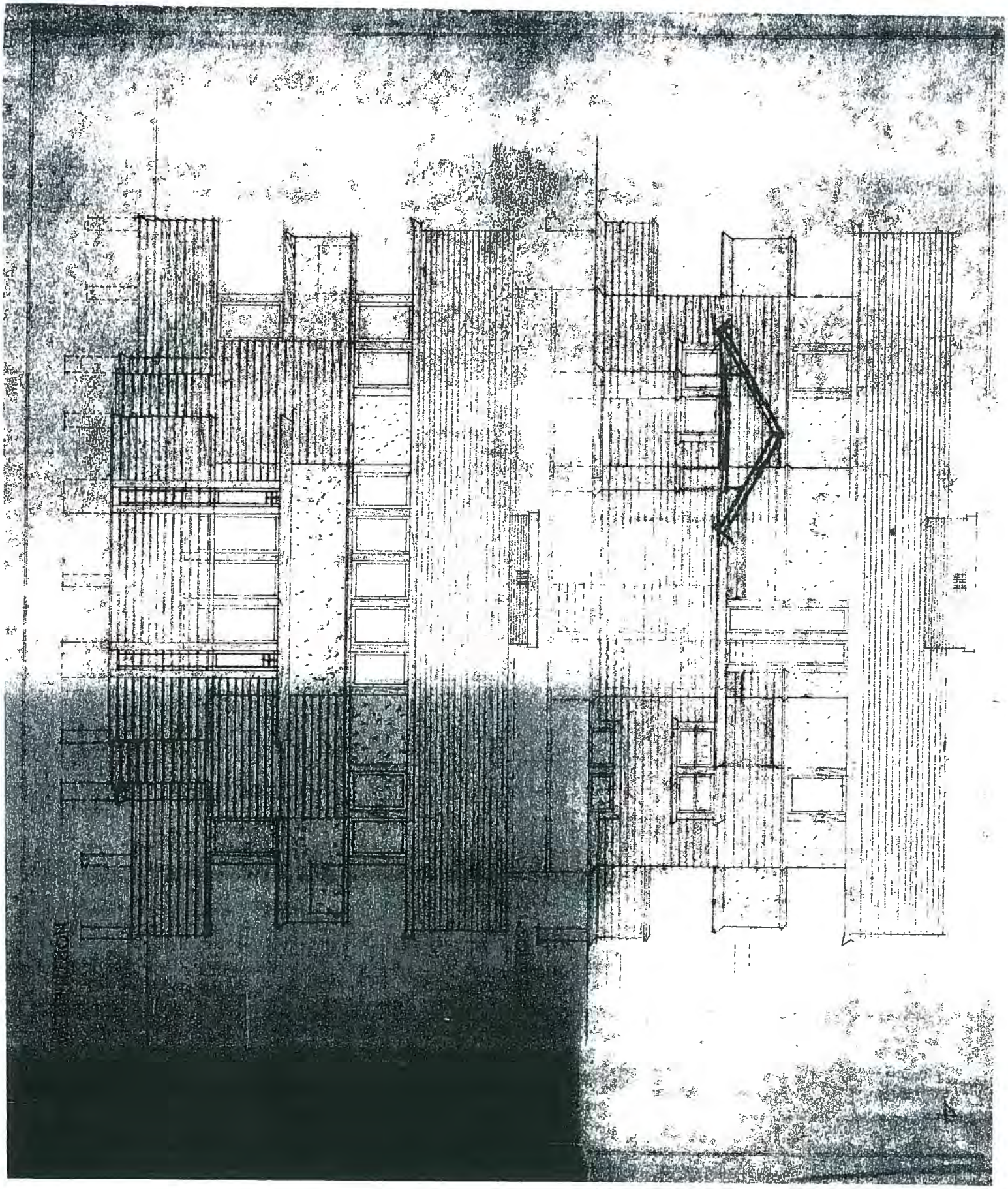

FRUIT CLOSET
LAUNDRY
ASH PIT
COAL
plank partition
HEATER ROOM
All piers to extend 3'6" below grade.
BASEMENT PLAN
MR. and MRS. W. D. HEALD
DWELLING
GLEN ELLYN, ILLINOIS

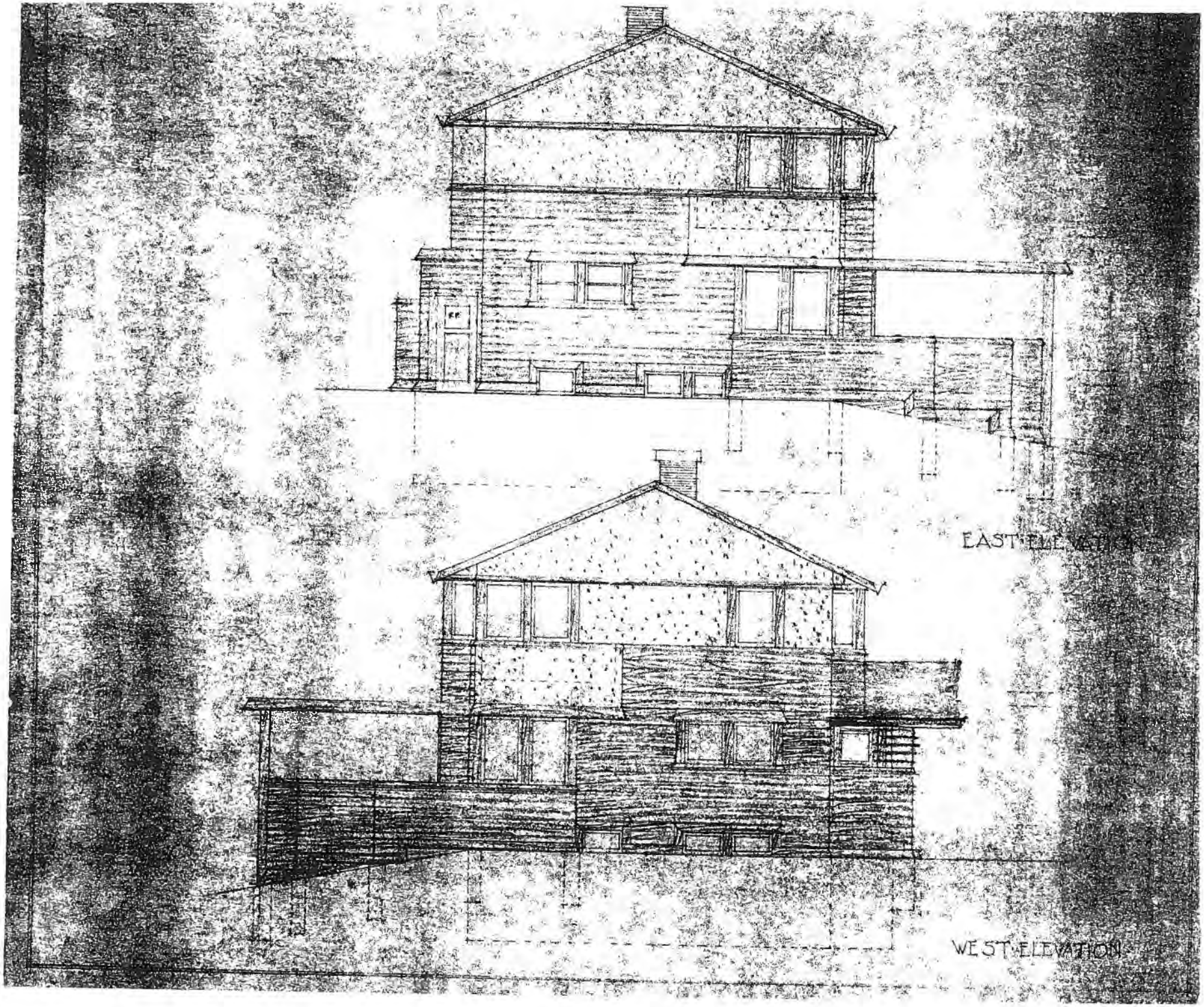


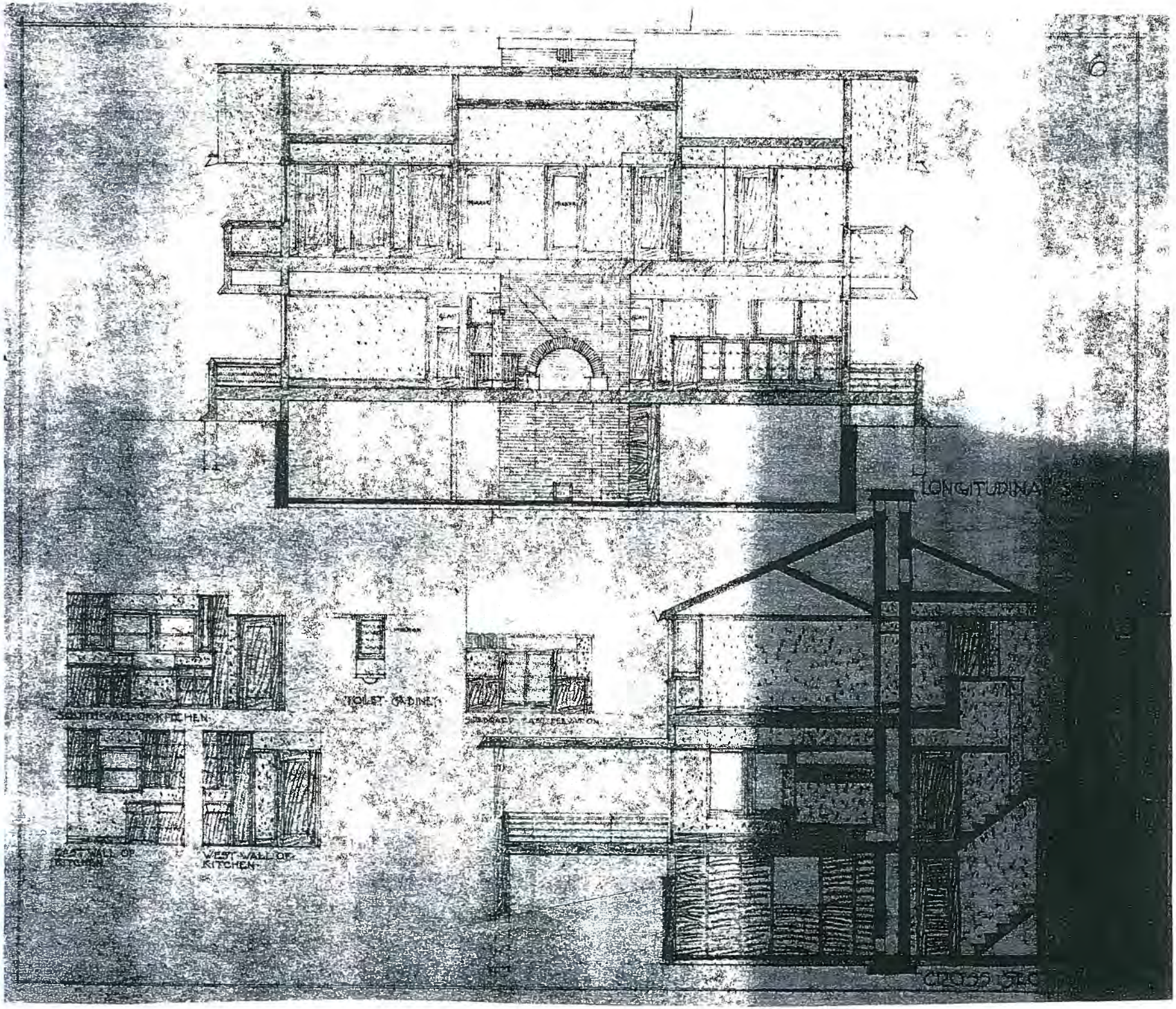
FIRST STORY PLAN

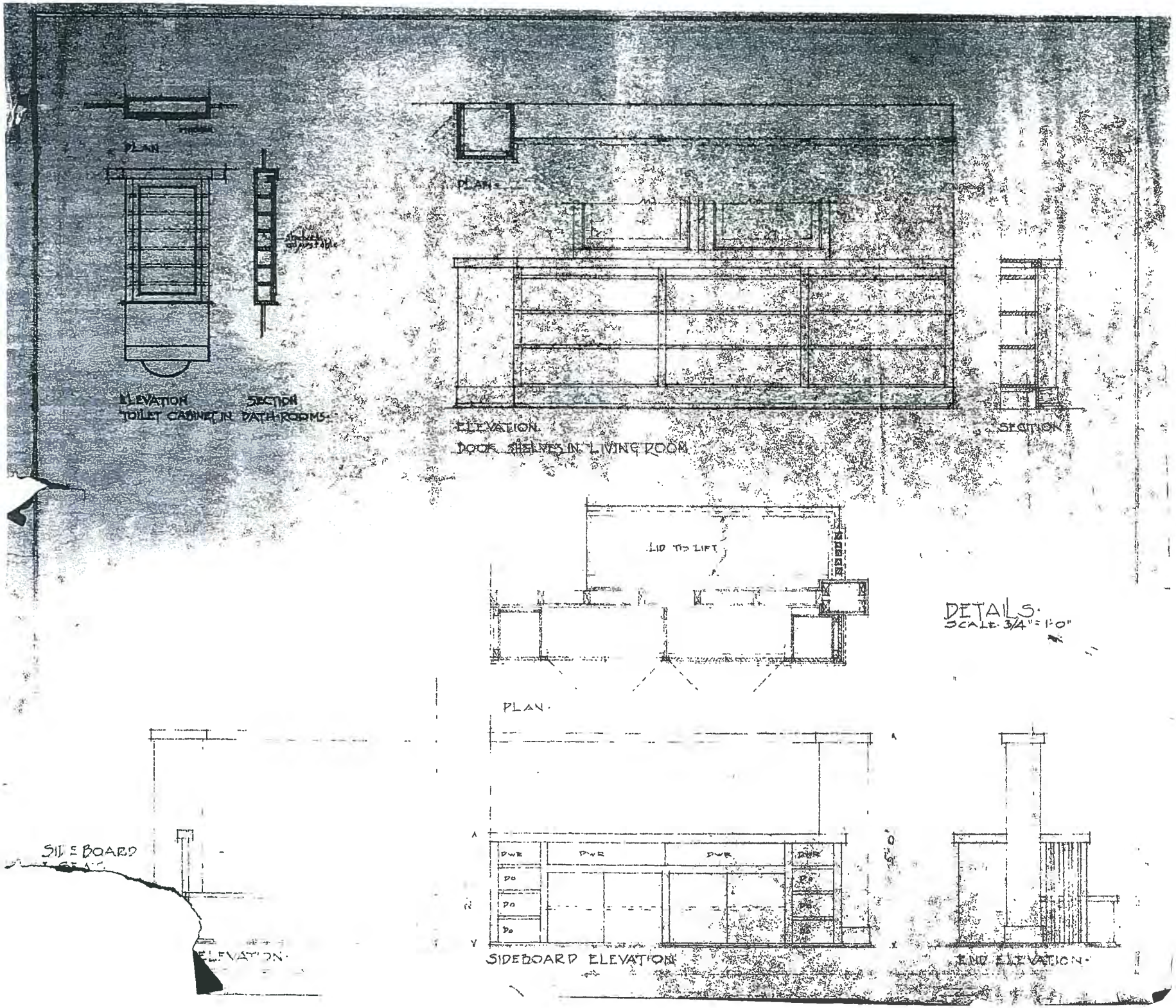


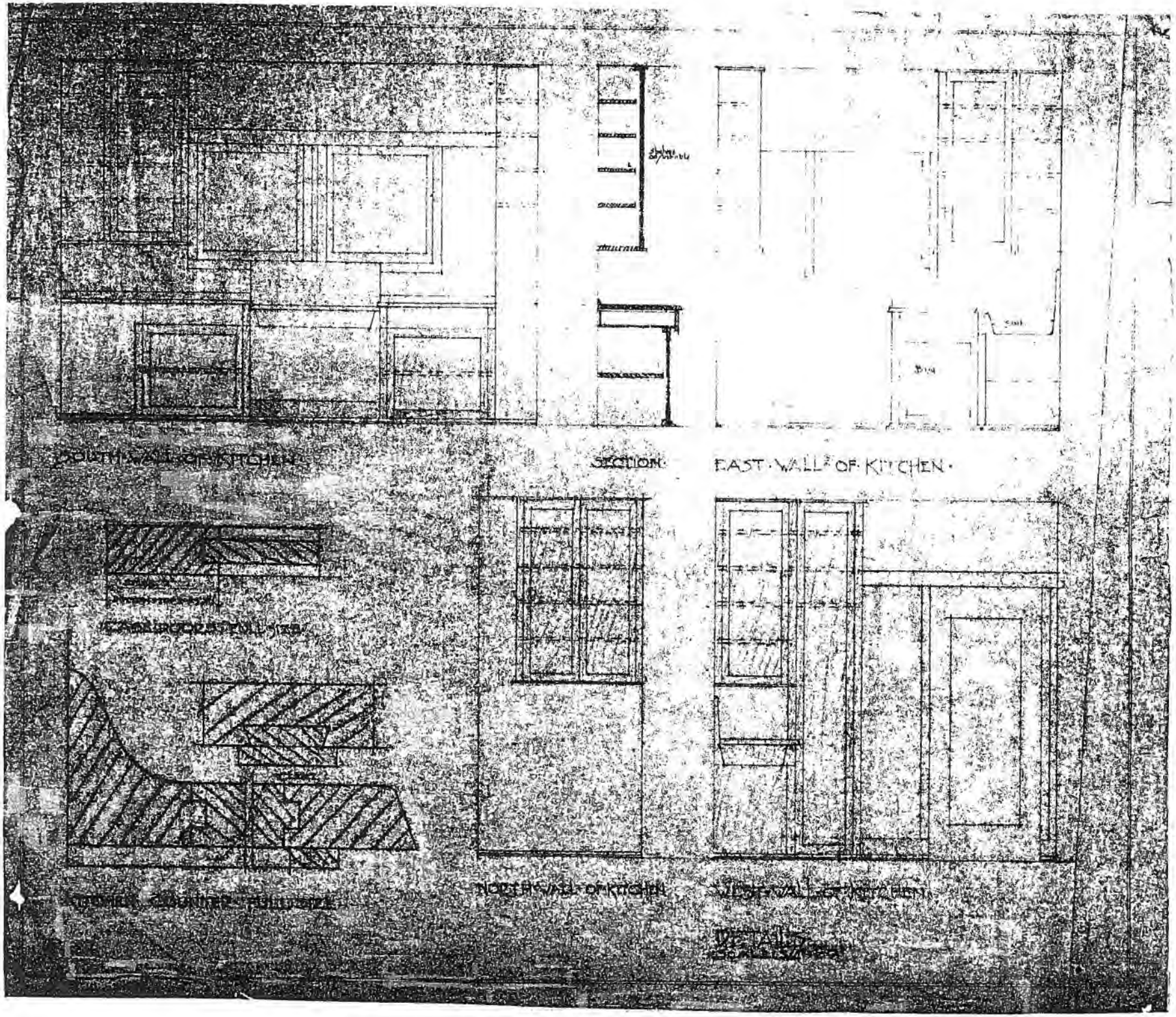
SECOND STORY PLAN
SCALE: 1/4" = 1'-0"

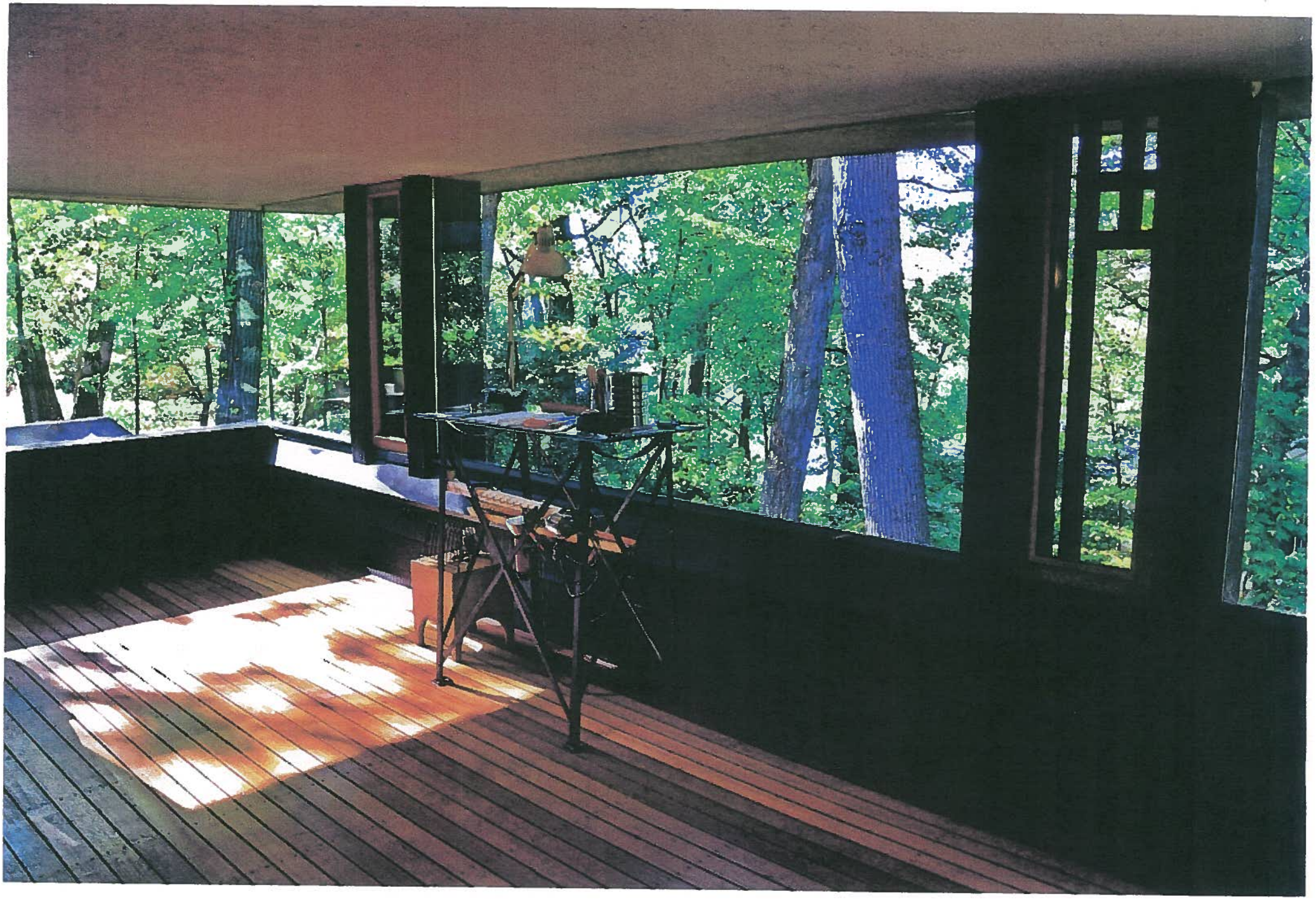


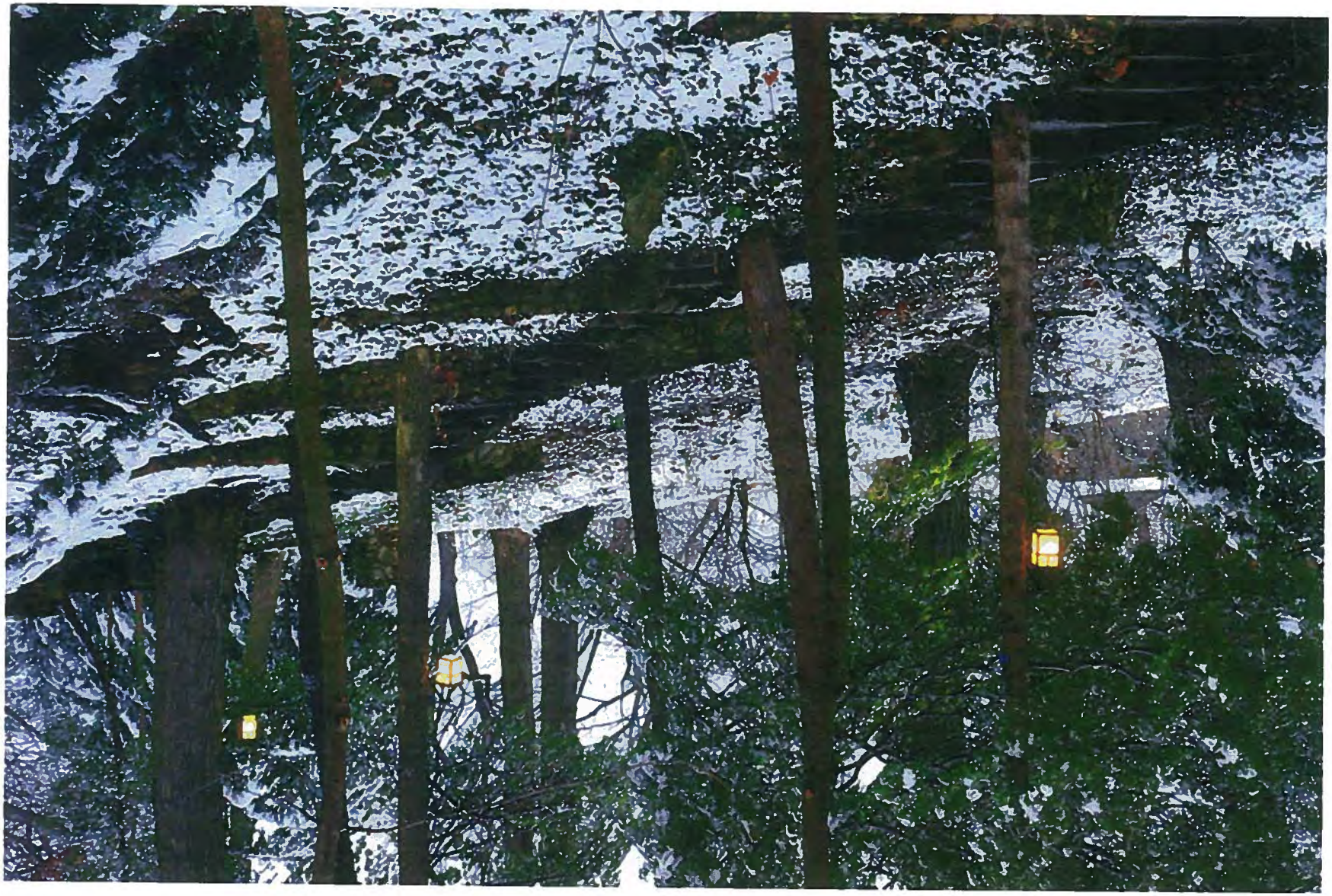

EAST ELEVATION
WEST ELEVATION

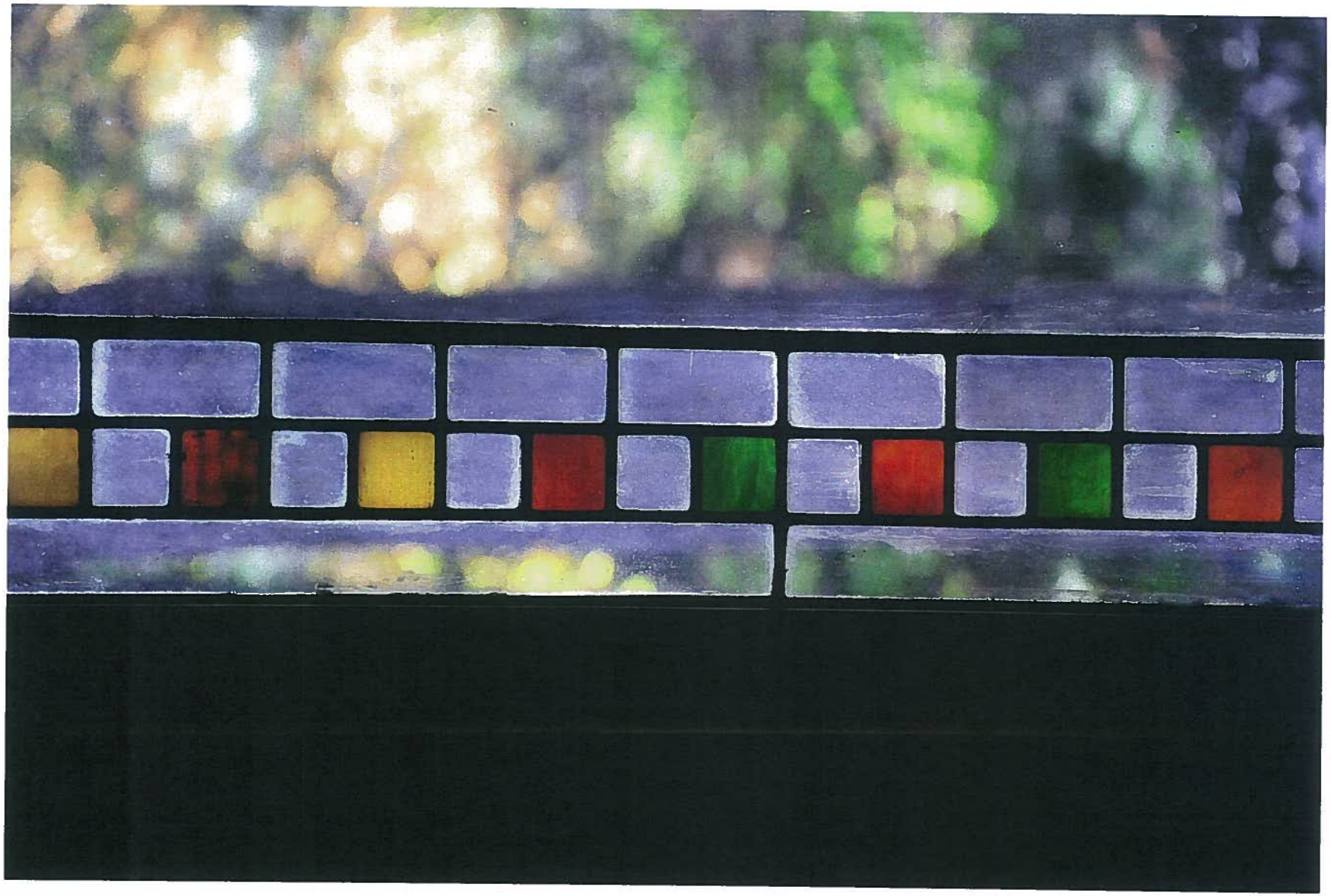

LONGITUDINAL
TOILET CABINET
WEST WALL OF KITCHEN


PLAN
ELEVATION
SECTION
TOILET CABINET IN BATH ROOMS
PLAN
ELEVATION
BOOK SHELVES IN LIVING ROOM
SECTION
LID TO LIFT
PLAN
DETAILS.
SCALE 3/4" = 1'-0"
SIDEBOARD
ELEVATION
DWR
DO
SIDEBOARD ELEVATION
END ELEVATION


SOUTH WALL OF KITCHEN
SECTION
EAST WALL OF KITCHEN
NORTH WALL OF KITCHEN
WEST WALL OF KITCHEN
DETAILS







NOTICE OF PUBLIC HEARING BEFORE THE GLEN ELLYN HISTORIC PRESERVATION COMMISSION

An application has been received by the Historic Preservation Commission to consider the property at 716 Crescent Boulevard for designation of historic landmark status under the Village of Glen Ellyn Historical and Architectural Landmark Preservation Ordinance (Ordinance #3825-VC).

This property is being considered for designation of landmark status for the following reasons:

1. Its value as an example of architectural, cultural, economic, social or other aspect of the heritage of the Village of Glen Ellyn, the State of Illinois, or the United States.
2. Its identification with a person or persons who significantly contributed to architectural, cultural, economic, historic, social or other aspect of the development of the Village of Glen Ellyn, the State of Illinois, or the United States.
3. Its exemplification of an architectural type or style distinguished by innovation, rarity, uniqueness or overall quality of design, detail, materials or craftsmanship.
4. Its unique location or distinctive physical appearance of presence representing an established and familiar feature of a neighborhood, community or the Village of Glen Ellyn, the State of Illinois, or the United States.

Before the Glen Ellyn Village Board can consider the application, the Historic Preservation Commission must conduct a public hearing. The Historic Preservation Commission will consider the application at a public hearing on **Thursday, August 23 at 7:30 p.m.** in a meeting room on the third floor of the Civic Center, 535 Duane Street, Glen Ellyn, Illinois.

The subject property is legally described as follows:

ALL THAT PART OF LOT 18 IN JOHN A. BROWN'S ADDITION TO GLEN ELLYN, LYING SOUTHEASTERLY OF A STRAIGHT LINE DRAWN ACROSS SAID LOT FORM A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT THAT IS 215.08 FEET NORTHWESTERLY MEASURED ALONG SAID SOUTHWESTERLY LINE FROM THE SOUTHEASTERLY LINE OF SAID LOT, AND DRAWN TO A POINT IN THE NORTHEASTERLY LINE OF SAID LOT THAT IS 225.26 FEET NORTHWESTERLY MEASURED ALONG SAID NORTHEASTERLY LINE FROM SAID SOUTHEASTERLY LINE IN THE EAST ½ OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECODED JUNE 3, 1907 AS DOCUMENT 90877, IN DUPAGE COUNTY, ILLINOIS.

ALSO - - THAT PART OF LOT 19 LYING SOUTHERLY OF A LINE DRAWN FROM A POINT ON THE NORTHEASTERLY LINE OF SAID LOT EQUAL DISTANT FROM THE NORTHEAST CORNER AND THE SOUTHEAST CORNER THEREOF, TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT EQUAL DISTANT FROM THE NORTHWEST CORNER AND THE SOUTHWEST CORNER THEREOF, (EXCEPT THAT PART THEREOF LYING EASTERLY OF A LINE DRAWN FROM A POINT ON THE SOUTHEASTERLY LINE OF THE SAID LOT, BEING ALSO THE NORTHERLY LINE OF CRESCENT BOULEVARD 85 FEET WESTERLY OF THE SOUTHEAST CORNER THEREOF TO A POINT ON THE NORTHWESTERLY LINE OF THE ABOVE DESCRIBED PROPERTY; THAT IS 66 FEET WESTERLY OF THE NORTHEASTERLY LINE OF SAID LOT) IN JOHN A. BROWN'S ADDITION, BEING A SUBDIVISION OF PART OF SECTION 11, TOWNSHIP 39 NORTH,

RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 1907 AS DOCUMENT 90877, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.(s): 05-11-216-029; 05-11-216-033

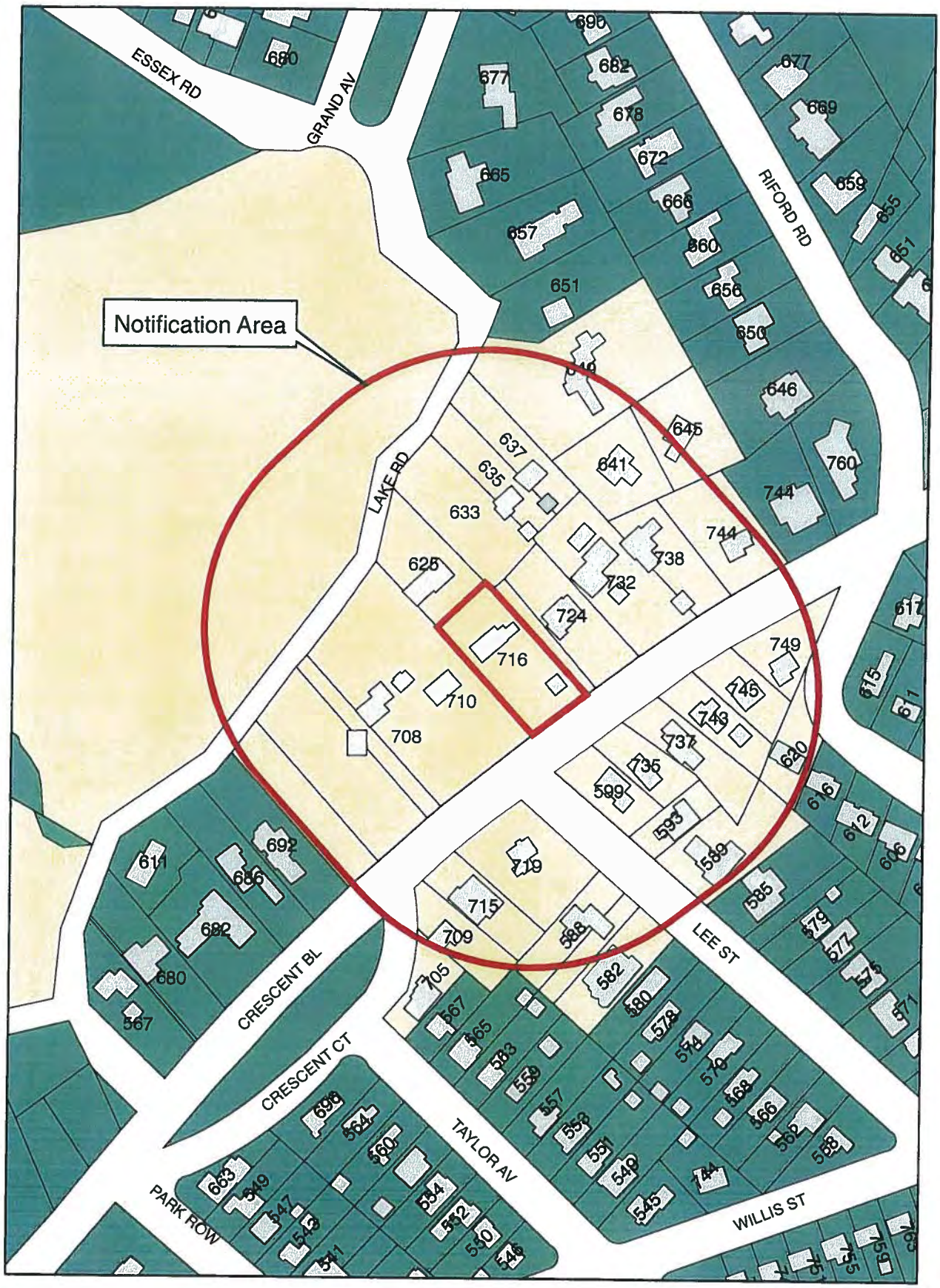
All persons in the Village of Glen Ellyn who are interested are invited to attend the public hearing to listen and be heard. Information related to the requests is available for public review in the Administration Department of the Civic Center, 535 Duane Street, Glen Ellyn, Illinois. Questions related to the requests should be directed to Michael Strong, Administrative Intern, 630-547-5203.

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

Michael Strong,
Administrative Intern

Published in the Daily Herald August 8, 2012

716 Crescent Boulevard



Prepared By: Planning and Development
Date Prepared: July 09, 2012

0 175 350 700 Feet

N

HISTORIC PRESERVATION COMMISSION MEETING STAFF REPORT

TO: Historic Preservation Commission

FROM: Staci Hulseberg, Director of Planning & Development
Michael Strong, Administrative Intern

DATE: August 15, 2012

SUBJECT: 716 Crescent Boulevard – Landmark Planning Report

Historic Designation Planning Report. This Report is provided in accordance with Section 2-13-5 of the Village Code which requires a report on planning considerations prior to the designation of any structure or object as a Glen Ellyn Landmark.

Location/Request. The property at 716 Crescent Boulevard is located on the north side of Crescent Boulevard between Lee Street to the west and Riford Road to the east. The property consists of two lots. The current property owner is Mike Wilson, who has requested the landmark designation of the property in order to preserve the existing home.

Existing Structure. The following historical and architectural details about the home at 716 Crescent Boulevard were included in the application submitted by Mike Wilson. This property is a Prairie style frame and stucco home designed by the magnificent Frank Lloyd Wright firm and was built in 1913. Although plans were drawn by Frank Lloyd Wright, the home was built by Harry Robinson. To that end, it features several elements common in Wright homes including classic leaded glass windows, balconies, and an enclosed veranda with a stone fireplace. Moreover, the windows are clad with individual red, green, and yellow panes which resemble those installed in the historic Avery Cooney School in Downer's Grove, Illinois. Additional research found that a detached garage originally constructed in 1941 was renovated in 2002 to repair its foundation and modify its architectural style to match the existing home.

Relationship to Comprehensive Plan. The Glen Ellyn Comprehensive Plan designates this parcel for Single-Family Detached Residential use, up to 5 dwelling units per acre. The Comprehensive Plan also states that "...homes...that have historic and/or architectural interest ...add to the charm and character to the community. The Village should consider more formal procedures for recognizing and designating structures and districts with historic value...Property owners should be encouraged to retain and restore historic structures." The designation of the home at 716 Crescent Boulevard as a historic landmark would be consistent with the recommendations of the Comprehensive Plan.

Zoning. The subject site is located in an R2 Residential District. The property is currently developed with a single-family home. The properties in the surrounding area are also zoned R2 Residential District. The surrounding lots are developed with single-family homes.

Effect on the Neighborhood. Due to its unique architectural style and rich historical affiliation with a noted builder and architect, it is a property that should be appropriately recognized. According to the documents reviewed and the above report, we do not believe that there will be any negative effects on the neighborhood resulting from such a designation.

Planning Consideration. A review of the information available in the Village files, the Comprehensive Plan, and the Zoning Code indicate that the home is appropriate for designation as a Glen Ellyn Landmark for the following reasons:

1. The Comprehensive Plan indicates that historic properties such as 716 Crescent Boulevard contribute to the character of Glen Ellyn because of its age, design, and construction.

2. The property is consistent with the zoning classification for the area.

3. The structure is harmonious with the surrounding neighborhood.

4. This structure is largely the same as when originally constructed and it represents a unique interpretation of a style prominent during that era. It is an exemplification of an architectural type or style distinguished by innovation, rarity, uniqueness or overall quality of design, detail, materials or craftsmanship.

Requested Action. It is requested that the Historic Preservation Commission conduct a public hearing during its regular meeting on August 23, 2012, for the request for landmark designation of the home at 716 Crescent Boulevard and to make a recommendation to the Village Board.

5. New Business

A. Continued Preliminary Discussion for Landmark Status – 716 Crescent Boulevard

Chairman Marks re-introduced property owner Mike Wilson of 716 Crescent Avenue. Chairman Marks stated that there was no motion for Preliminary Determination at the June 28, 2012 meeting so this motion needed to be done tonight so a Public Hearing on this could be held during the August meeting. Chairman Marks thanked Mr. Wilson for the home tour about a week and a half earlier for some of the HPC Commissioners. Commissioner Manak referred to the June 28, 2012 minutes on page 4 where it states, "The Commission will try to have the tour take place before they act on the preliminary determination," and stated that the Commission was going to vote on the preliminary determination at tonight's meeting. General discussion took place regarding the property, and all Commissioners were in agreement that the home qualified for preliminary determination.

Commissioner Isaac stated that the application was filed on the basis that it is a Frank Lloyd Wright home and qualifies for landmark designation under the following criteria:

1. Its value as an example of the architectural, cultural, economic, historic, social or other aspect of the heritage of the Village of Glen Ellyn, the State of Illinois, or the United States (Prairie style frame and stucco home);
2. Its identification with a person or persons who significantly contributed to architectural, cultural, economic, historic, social or other aspect of the development of the Village of Glen Ellyn, the State of Illinois, or the United States (in reference to the home being attributed to designer Frank Lloyd Wright);
3. Its exemplification of an architectural type or style distinguished by innovation, rarity, uniqueness or overall quality of design, detail, materials or craftsmanship;
4. Its unique location or distinctive physical appearance of presence representing an established and familiar feature of a neighborhood, community or the Village of Glen Ellyn.

Commissioner Isaac made a motion to move forward with the preliminary determination of Glen Ellyn landmark status for the property at 716 Crescent Boulevard, under Village Code Section 2-13-3, criteria numbers 1, 3, 4 and 6. Commissioner Manak seconded, and the motion carried unanimously by a vote of 7-0.

B. Tree behind Stacy's Tavern

Chairman Marks stated that this in not in the HPC's purview, but the tree behind Stacy's Tavern was badly damaged in the July 1, 2012 and may be cut down by the Village. Chairman Marks would like the Village to try to save the tree as it could be pruned and have damaged branches removed. Student Commissioner Buckton asked if the tree could

DRAFT
MINUTES

BOARD/COMMISSION: Historic Preservation

DATE: 08/23/12

MEETING: Regular

CALLED TO ORDER: 7:33 p.m.

QUORUM: Yes

ADJOURNED: 8:57 p.m.

LOCATION: Glen Ellyn Civic Center

MEMBER ATTENDANCE:

PRESENT: Chairman Marks, Commissioners Christiansen, Isaac, Rasnic, Saliamonas, Wilson,

EXCUSED: Commissioners Manak, Salamunovich, Student Commissioner Buckton

ALSO PRESENT: Recording Secretary Solomon; Administrative Intern Michael Strong

1. **Public Hearing – 716 Crescent Boulevard – Preliminary Landmark Designation**

Commissioner Rasnic made a motion to open the Public Hearing at 7:33 p.m. regarding the house at 716 Crescent Boulevard seeking designation of historic landmark status under the Village of Glen Ellyn Historical and Architectural Landmark Preservation Ordinance. Commissioner Saliamonas seconded the motion, and the motion carried unanimously by a vote of 6-0.

Chairman Marks re-introduced home owner Mike Wilson and then asked the Commissioners for their thoughts as testimony and facts were already presented at the July 26, 2012 meeting. All Commissioners were in support of landmarking this home.

Chairman Marks stated the application was filed on the basis as it is a Frank Lloyd Wright home and qualified by the following criteria:

1. Its value as an example of the architectural, cultural, economic, historic, social or other aspect of the heritage of the Village of Glen Ellyn, the State of Illinois, or the United States (Prairie style frame and stucco home);
2. Its identification with a person or persons who significantly contributed to architectural, cultural, economic, historic, social or other aspect of the development

of the Village of Glen Ellyn, the State of Illinois, or the United States (in reference to the home being attributed to designer Frank Lloyd Wright);
3. Its exemplification of an architectural type or style distinguished by innovation, rarity, uniqueness or overall quality of design, detail, materials or craftsmanship;
4. Its unique location or distinctive physical appearance of presence representing an established and familiar feature of a neighborhood, community or the Village of Glen Ellyn.

Chairman Marks asked for a motion to recommend landmarking status for the property at 716 Crescent Boulevard. Commissioner Saliamonas made a motion to recommend Village of Glen Ellyn landmark status to the Village Board, under Village Code Section 2-13-3, criteria numbers 1, 3, 4 and 6 on the application. Commissioner Christiansen seconded, and the motion carried unanimously by a vote of 6-0.

Chairman Marks asked for a motion to close the Public Hearing at 7:52 p.m. Commissioner Rasnic made a motion to close the Public Hearing, and Commissioner Saliamonas seconded. The motion passed unanimously by a vote of 6-0.

2. Call to Order

Chairman Marks called the Glen Ellyn Historic Preservation Commission regular meeting to order at 7:53 p.m., in the Civic Center at 535 Duane Street, Glen Ellyn, Illinois.

3. Approval of Minutes

Commissioner Saliamonas moved to approve the minutes of July 26, 2012, and Commissioner Isaac seconded. This motion carried unanimously by a vote of 6-0.

4. Public Comments

None

5. Old Business

A. 754 Lennox – Possible Landmark Status

Alec and Tami Wanless own the Victorian farmhouse at 754 Lennox Road. Chairman Marks contacted Tami this week, and she said they do want to landmark the house. Intern Strong will send an application to the Wanless'.

A-61

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Danamarie Izzo – Assistant to the Village Manager - HR
Patti Underhill – Acting Village Clerk

DATE: September 17, 2012

RE: Mykha's A-1 Liquor License

Background

In early May, during the annual liquor license renewal process, My-kha Trinh owner of Mykha's had indicated she was in the process of negotiating a new lease with the property owner. Her lease had expired March 31, 2012. Unfortunately, an agreement could not be reached. On September 10, 2012, I was officially advised by the owner her business has closed. The local Liquor Control Code Ordinance states we must keep an accurate and current list of all licenses issued within the Village, therefore it is necessary to decrease our number of A-1 licenses.

Action Requested

Approve the Ordinance to decrease the number of A-1 liquor licenses

Recommendation

Approve the Ordinance to decrease the number of A-1 liquor licenses

Attachments

Ordinance

X:\Admin\AGENDA ITEMS\agenda item-Sept2012-Mykhas.doc

Ordinance No. _____ - VC

An Ordinance to Amend the Liquor Control Code
Chapter 19 of Title 3, Section 12
(Restriction on Number of Licenses)
of the Village Code of Glen Ellyn, Illinois,
to Decrease the Number of Permitted Class A-1 Liquor Licenses

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

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

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

Whereas, the President and Board of Trustees have determined that it is in the best interest of the Village to decrease by one the number of permitted Class A-1 liquor licenses, which license allows the sale of beer, ale, or wine in a restaurant, to reflect the closure of Mykha's located at 476 Forest Avenue ;

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

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

Section Two: Chapter 19 of Title 3, Section 12 of the Glen Ellyn Village Code (Liquor Control Code) is hereby amended so that reference to Class A-1 within this Section shall henceforth read as follows:

Class A-1 No more than 3

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

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

Ayes:

Nays:

Absent:

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

_____
Village President of the Village
of Glen Ellyn, Illinois

Attest:

_____
Acting Village Clerk of the Village
of Glen Ellyn, Illinois

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

A-6j

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Julius Hansen, Director of Public Works

DATE: September 10, 2012

RE: Sanitary and Storm Sewer Cleaning and Televising

Background:
Each year a selected amount of various size sanitary sewer pipes is cleaned and televised by a contractor in different locations of the Village. This work is performed as a preventive maintenance and inspection program to maximize the ability of the sewer system to consistently function as designed. This year the program will clean and inspect nearly four miles of sewer pipe. The specifications call for the lineal foot price to be the same cost no matter what it takes to clean the sewer pipe for the televising inspection. The cost of the work will not be increased because of heavy cleaning.

Issues:
The Sewer fund has $40,000 budgeted for sanitary sewer pipe cleaning and televising. The lowest responsible bidder was National Power Rodding with a bid of $37,906.50. This year Glenbard Wastewater Authority and Public Works combined the sewer cleaning and televising projects to increase the scope of work in order to get a reduced price per lineal foot of sewer pipe. Contractors were allowed to bid on the Glenbard Wastewater Authority project (Alternate A in bid tabulation), or the Public Works project (Alternate B in bid tabulation), and contractors could bid on both projects (Alternate C in bid tabulation). This method increased interest in both projects. Combining these projects did not result in a cost savings, but each project realized favorable bids independent of each other during the process. In addition, the unit price will not increase on either project for any reason. Contractors are prohibited from increasing costs for heavy cleaning which tends to be problematic in determining final costs.

Recommendation:
Approve the proposal from National Power Rodding to clean and televise the specified sewer pipe at a cost of $1.85 per lineal feet for a total amount of $37,906.50 equaling nearly four miles of various size sewer pipes.

Action Requested:
A motion to approve National Power Rodding to clean and televise specified sewer pipe at a cost of $1.85 per lineal feet for a total amount of $37, 906.50.

Attachments:
- Copy of the Tabulation of Bids.

BAXTER & WOODMAN
Consulting Engineers

September 5, 2012

President and Board of Trustees
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137

RECOMMENDATION TO AWARD

Subject: Village of Glen Ellyn – NRI and SRI Sanitary and Storm Sewer Television Inspection

Dear President and Trustees:

The following bids were received for the NRI and SRI Sanitary and Storm Sewer Television Inspection on August 31, 2012:

Bidder	**Amount of Bid**
National Power Rodding Corp. Chicago, IL	$37,906.50
Visu-Sewer of Illinois Bridgeview, IL	$39,746.70
CTR Systems, Inc. Glenview, IL	$44,928.35
United Septic, Inc. Bristol, IL	$46,893.00

We have analyzed each of the bids and find National Power Rodding Corp. (NPR) to be the lowest responsive and responsible Bidder for all three alternatives. Based upon our past experience with this Bidder, we believe that NPR is qualified to complete the Project and recommend the Village award the Contract to NPR in the amount of $37,906.50.

8678 Ridgefield Rd
Crystal Lake, IL 60012
815.459.1260
Fax 815.455.0450
www.baxterwoodman.com

BAXTER & WOODMAN
Consulting Engineers

We enclosed the original bidding documents with the recommendation letter sent to the Glenbard Wastewater Authority. Please let us know if we can be of further assistance to you.

Very truly yours,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Eric J. Murauskas, P.E.

I:\Crystal Lake\GLEWA\120595 - NRI SRI TV\40-Design\Award Recommendation GE 9-5-12.doc

GLENBARD WASTEWATER AUTHORITY
NRI AND SRI SANITARY AND STORM SEWER TELEVISION INSPECTION
#120595.40

Tabulation of Bids

ALTERNATE A - Glenbard Wastewater Authority (GWA) Only

No.	Pay Item	Approximate Quantity	Pipeview Unit Price	Pipeview Amount	National Power Rodding Unit Price	National Power Rodding Amount
1	SANITARY SEWER CLEANING (AS NECESSARY) AND TELEVISING:					
	18-inch	4,260 lin. ft.	$ 1.39	$ 5,921.40	$ 4.10	$ 17,466.00
	24-inch	2,000 lin. ft.	$ 1.39	$ 2,780.00	$ 4.10	$ 8,200.00
	27-inch	3,060 lin. ft.	$ 1.39	$ 4,253.40	$ 4.10	$ 12,546.00
	30-inch	2,430 lin. ft.	$ 1.39	$ 3,377.70	$ 4.10	$ 9,963.00
	36-inch	1,120 lin. ft.	$ 1.39	$ 1,556.80	$ 4.10	$ 4,592.00
	48-inch	985 lin. ft.	$ 1.39	$ 1,369.15	$ 4.10	$ 4,038.50
	60-inch	10,405 lin. ft.	$ 1.39	$ 14,462.95	$ 4.10	$ 42,660.50
	66-inch	4,745 lin. ft.	$ 1.39	$ 6,595.55	$ 4.10	$ 19,454.50
	TOTAL AMOUNT OF BID - ALTERNATE A		$	40,316.95	$	118,920.50

ALTERNATE B - Village of Glen Ellyn (GE) Only

No.	Pay Item	Approximate Quantity	National Power Rodding Unit Price	National Power Rodding Amount	Visu-Sewer Unit Price	Visu-Sewer Amount	CTF Unit Price	
1	SANITARY SEWER CLEANING AND TELEVISING:							
	8-inch	7,015 lin. ft.	$ 1.85	$ 12,977.75	$ 1.93	$ 13,538.95	$ 1.70	$
	10-inch	2,385 lin. ft.	$ 1.85	$ 4,412.25	$ 1.93	$ 4,603.05	$ 1.63	$
	12-inch	1,240 lin. ft.	$ 1.85	$ 2,294.00	$ 1.93	$ 2,393.20	$ 2.50	$
	18-inch	2,770 lin. ft.	$ 1.85	$ 5,124.50	$ 1.93	$ 5,346.10	$ 3.20	$
	20-inch	380 lin. ft.	$ 1.85	$ 703.00	$ 1.93	$ 733.40	$ 3.20	$
2	STORM SEWER CLEANING AND TELEVISING:							
	6-inch	65 lin. ft.	$ 1.85	$ 120.25	$ 1.96	$ 127.40	$ 4.00	$
	8-inch	1,435 lin. ft.	$ 1.85	$ 2,654.75	$ 1.96	$ 2,812.60	$ 1.70	$
	10-inch	1,055 lin. ft.	$ 1.85	$ 1,951.75	$ 1.96	$ 2,067.80	$ 1.63	$
	12-inch	2,100 lin. ft.	$ 1.85	$ 3,885.00	$ 1.96	$ 4,116.00	$ 2.50	$
	15-inch	800 lin. ft.	$ 1.85	$ 1,480.00	$ 1.96	$ 1,568.00	$ 2.75	$
	18-inch	985 lin. ft.	$ 1.85	$ 1,822.25	$ 1.96	$ 1,930.60	$ 3.20	$
	21-inch	105 lin. ft.	$ 1.85	$ 194.25	$ 1.96	$ 205.80	$ 3.20	$
	24-inch	155 lin. ft.	$ 1.85	$ 286.75	$ 1.96	$ 303.80	$ 3.73	$
	TOTAL AMOUNT OF BID - ALTERNATE B		$	37,906.50	$	39,746.70	$	

ALTERNATE C - GWA and GE

No.	Pay Item	Approximate Quantity	National Power Rodding Unit Price	National Power Rodding Amount
1	SANITARY SEWER CLEANING (AS NECESSARY) AND TELEVISING:			
	18-inch	4,260 lin. ft.	$ 4.00	$ 17,040.00
	24-inch	2,000 lin. ft.	$ 4.00	$ 8,000.00
	27-inch	3,060 lin. ft.	$ 4.00	$ 12,240.00
	30-inch	2,430 lin. ft.	$ 4.00	$ 9,720.00
	36-inch	1,120 lin. ft.	$ 4.00	$ 4,480.00
	48-inch	985 lin. ft.	$ 4.00	$ 3,940.00
	60-inch	10,405 lin. ft.	$ 4.00	$ 41,620.00
	66-inch	4,745 lin. ft.	$ 4.00	$ 18,980.00
2	SANITARY SEWER CLEANING AND TELEVISING:			
	8-inch	7,015 lin. ft.	$ 1.79	$ 12,556.85
	10-inch	2,385 lin. ft.	$ 1.79	$ 4,269.15
	12-inch	1,240 lin. ft.	$ 1.79	$ 2,219.60

A-6K

MEMORANDUM

TO: Mark Franz, Village Manager

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

DATE: September 17, 2012

RE: Approval for Concrete Repair Invoice

Background

During this past summer, the Midwest experienced incredibly hot summer with temperatures persistently reaching the 90s and even several 100+ days. As has happened in the past, with the sustained higher temperatures, the concrete expands and can eventually lead to buckling. This July, we had two instances of pavement buckling on Fawell Boulevard, between Lambert Road and Park Boulevard. Public Works crews were able to secure the buckled areas by bridging the seams with temporary asphalt patches and allowed traffic to flow.

In early August, six quotes were obtained to permanently repair the concrete pavement on Fawell and they are listed below. The lowest quote was provided by Mondi Construction Inc. from Roselle. The work was completed on August 17th at a cost of **$20,730**; a small additional amount of unforeseen work was found to be required, raising the original base price. Invoices greater than $20,000 must be approved by the Village Board. Therefore, approval is requested to process the invoice at this time.

Contractor	Base Price
Mondi	**$19,400**
Globe	$20,782
DiNatale	$21,773
Andreas	$22,700
Schroeder	$24,180
Alliance	$31,121

Recommendation

Motion to approve an invoice with Mondi Construction Inc. of Roselle, in the amount of $20,730; funds to be allocated from the FY12/13 Capital Funds (Contract Street Maintenance Fund).

MONDI CONSTRUCTION INC.

3901 E. DEVON AVE. STE 101
ROSELLE, IL 60172

Phone # 630-675-6332
Fax # 630-562-2344

Date	Invoice #
8/21/2012	1043

Bill To

VILLAGE OF GLEN ELLYN
535 DUANE STREET
GLEN ELLYN, IL 60137

Ship To

FAWELL PAVEMENT REPLACEMENT
GLEN ELLYN, IL

Terms	
	8/21/2012

Quantity	Description	Rate	Amount
226	HIGH EARLY MIX IDOT CLASS B PATCH TYPE I 9" PCCP #	75.00	16,950.00
108	R & R CURB	35.00	3,780.00
2	MANHOLES	250.00	500.00
	CREDIT ON THE HIGH EARLY MIX USED ON BG MIX	-500.00	-500.00

CODE	AMOUNT	APPROVAL	DATE
40000-580140	$20,730.00		09.17.12

We appreciate your prompt payment.

Total $20,730.00

A-6L

MEMORANDUM

TO: **Mark Franz, Village Manager**

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

DATE: **September 18, 2012**

RE: **2012/2013 Sidewalk, Curb and Concrete Street Repair Program – Bid Analysis and Recommendation**

The purpose of this memorandum is to recommend the **construction contract award** for the 2012/2013 Sidewalk, Curb and Concrete Street Repair Program. The Village has an annual sidewalk program that addresses hazards identified throughout the previous year, as well as the installation of new sidewalks, were appropriate. In addition to sidewalk, the program includes items to make repairs to the Village's concrete streets (structure box-outs, pavement sections) and miscellaneous damaged curbs.

Bids were received on September 18, 2012. Bidding for this fall's sidewalk program coincided with the bidding for the Crescent Boulevard Sidewalk Extension Project which may have led to positive bid results.

Eight contractors submitted responsive bids with DiNatale Construction of Addison, IL, submitting the low bid of $74,600. The bids are summarized below:

BIDDER	BID TOTAL	
DiNatale Construction	**$74,600**	**Engineer's Estimate (In-house): *$76,250***
JG Demo Construction	$77,250	
D'Land Construction	$84,875	
A Lamp Construciton	$100,000	
Globe Construction	$116,850	**Total Amount Budgeted: *$85,000***
Metropolitan Construction	$130,750	
Whiteline Contractors	$145,450	
Copenhaver Construction	$176,500	

A construction contract award to DiNatale Construction, with program funding (including a 14% contingency) in the amount of **$85,000**, is recommended. The 2013 sidewalk budget is $50,000, with an additional $35,000 budgeted for the concrete roadway and curb repairs. Excerpts from the FY 12/13 Budget are attached:

Sidewalk Program: (FY 12/13 Budget - $375,000) – The proposed sidewalk program for calendar year 2012 includes construction of approximately 2,000 feet of new sidewalk on the south side of Crescent Boulevard from Roger to the current Village limits (Project #11001), estimated to cost $200,000. The annual Village sidewalk installation and replacement program would be funded at a $50,000 level to repair deteriorated sidewalk or provide new walk at locations throughout the Village as determined by staff. A limestone path extension on the south side of Fawell Boulevard between Park and the new COD Culinary Arts Building is also budgeted at $50,000. Other anticipated work will be a new sidewalk on the south side of Crescent between Park and Ellyn ($25,000) and various sidewalk and crosswalk improvements in the area of Roosevelt Road / Nicoll / Pershing / Route 53 ($50,000).

Contract Street Maintenance: (FY12/13 Budget - $260,000)

The proposed FY12/13 contract street maintenance work will include:

A. Asphalt Roadway Surface Treatments	$ 100,000
B. Asphalt Roadway Crack Sealing	45,000
C. Asphalt Street Major Patching Project	80,000
D. Concrete Curb & Street Pavement Repair	35,000
E. Concrete Street Grinding / Leveling	0
F. Concrete Street Joint and Crack Sealing	0
TOTAL	**$260,000**

In addition to the traditional repairs to deteriorated and uneven sidewalk, this fall's sidewalk program includes the installation of new sidewalk on Crescent from Lee to Riford and on Lake Road, along the east end of Duchon Field connecting Lake Road to the limestone path around Lake Ellyn. We currently have new sidewalk slated for placement on Crescent from Park to Ellyn in early October with another contractor.

DiNatale Construction has worked on numerous concrete projects within the Village and has provided a consistently high-quality work while maintaining an excellent working relationship with the residents and staff. Project activities will be getting underway in early October with a late-October completion date. The project will be managed and inspected by the Public Works Department.

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

A-6M

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Julius Hansen, Director of Public Works

DATE: September 7, 2012

RE: Public Works Forestry Consultant Contract

Background:
Various projects conducted in the Village right-of-way involve Village trees and a Forestry Consultant is needed to support Public Works in this work. The Public Works Department has utilized the services of Dave Coulter, Osage Inc., to provide Forestry Consultant Services during past construction projects. Most recently the Forestry Consultant supported the engineers during the Hawthorne Blvd. project. Forestry consultant services include public streets improvements project reviews and inspections, tree reviews, and others identified in the attached draft proposed contract.

Issues:
The most recent contract with Osage Inc. has expired and a contract renewal is required to continue with these Forestry Consulting Services. A contract renewal with a time length of September 2012 through January 2016 is proposed; this is a continuation of the same work that has been accomplished in the past. The hourly rate of pay for these services is $77.50 and the results of the Request for Proposal conducted by the Planning and Development demonstrated this as a favorable rate for the services involving Public Works. Public Works estimates that less than $15,000 will be spent annually for this service. In addition, the contract calls for an annual increase equal to the consumer price index, with a maximum of 3%, be in effect for the length of the contract. The Public Works Department has been pleased with the services provided by Osage Inc. and recommends approval of the proposed contract.

Recommendation:
Approve the updated contract for the Forestry Consultant Services to support Public Works in the protection of trees in the right-of-way.

Action Requested:
A motion to approve the new Forestry Consultant contract as proposed.

Attachments:
- Copy of the proposed contract

MEMORANDUM

TO: DAVE COULTER, PROFESSIONAL FORESTRY CONSULTANT

FROM: JULIUS HANSEN, PUBLIC WORKS DIRECTOR

DATE: AUGUST 28, 2012

SUBJECT: PROFESSIONAL FORESTRY CONSULTANT SERVICES

The original contract for providing Professional Forestry Consultant Services started May 1, 2010 and continued until April 30, 2011. The contract was then extended for the first time on May 1, 2011 for 90 days. It was extended a second time on August 1, 2011 for 90 more days. Then another contract extension started on November 1, 2011 and expired on January 31, 2012. The most recent extension allowed services until July 2, 2012 and that has expired. This contract will be from September 1, 2012 until January 1, 2016. The actual CPI or a maximum increase of 3 percent will be the only increase in the cost of this contract. The increase will occur automatically to each rate identified in this contract the first day of January each year of this contract.

Planning and Development will now utilize a consultant selected from an RFP process. A new contract was recently awarded to the successful responsible party. The new consultant will work with Planning and Development on projects generated from private property that involve trees in the parkway and on private property. The services provided to the village include the review and the process of tree preservation plans submitted in support of building permit applications and new development as directed by the Planning and Development Department. The work includes review of plans, field inspections, and reports.

The responsibility of Tree Preservation at the locations of these projects is the consultant's job in conjunction with the oversight of Planning and Development. From the start of the permit process and during all site inspections conducted the tree preservation ordinance will be enforced.

Public Works projects are not subject to the oversight of Planning and Development and therefore the consultant utilized for projects on private property will not be utilized by Public Works. Therefore public works will continue to utilize the services of Dave Coulter, Osage, Inc. for all Public Works projects when forestry consultant services are required. This may include forestry consultant services for utility projects that require utility companies to receive a permit

from Public works. Utility company permit applications will be reviewed by the forestry consultant when required as a new procedure to protect trees during these projects.

All labor, equipment, and material needed for performing the proposed services shall be provided at the following listed rates. Any work performed above and beyond the scope listed shall be done at an hourly rate of $77.50 per hour.

Plan Review & Planned Field Inspections for Single Lots

Garage/Pool/Other $105.00/Each -N/A for P.W

Addition $145.00/Each-N/A for P.W

Demolition/New House $145.00/Each- N/A for P.W

New House $145.00/Each-N/A for P.W

Plan Review & Planned Field Inspections for Subdivisions & Planned Unit Developments

$77.50 per hour -N/A for P.W

Public Works Tree Reviews

Street projects $77.50 per hour

Public Works Landscape Reviews

$77.50 per hour

Public Works Subsequent Field Inspections

$20.00/Each

Public Works Unplanned Field Inspections-Complaints

$77.50/Each

Meetings with Public Works Staff

$77.50/Each

Utility Permit Plan Review (that involve trees)

$77.50 /Each

Work performed shall be capped at three hours maximum per location, and additional time will need to be authorized by the Director of Public Works or Village Professional Engineer Payment will be made within 30 days after receipt of invoice. The agreement can be terminated by either party anytime with 30 days written notice. You agree to indemnify, defend, and hold Harmless from any losses, liabilities, and damages and costs (including attorney's fees and court cost) suffered or sustained by Osage, Inc. as a result of your breach of the contract or your actions or of your designees.

Village of Glen Ellyn

By: Julius Hansen, Director of Public Works

_____

Date: 9/25/12

By: Dave Coulter, Osage, Inc.

_____

Date

A-6N-0

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Julius Hansen, Public Works Director
Bob Minix, Professional Engineer

DATE: September 19, 2012

SUBJECT: Recommendation for Approval of Engineering Service Agreements for Two Upcoming Projects:

- Duane – Glenwood Metra Parking Lot Project – Rempe-Sharp & Associates
- Roosevelt Road Water Main Replacement Study – Strand Associates

INTRODUCTION / SUMMARY

In August, the Village Board approved engineering service agreements for three 2013 street improvement projects based on staff recommendations derived from a review of proposals submitted in response to the Request for Proposal developed and distributed to thirteen consultants. A total of six projects were included in the RFP: three street design projects, two parking lot design projects and a preliminary study for replacement of Roosevelt Road water mains. This memorandum includes recommendations for detailed design engineering leading to the construction of the Duane – Glenwood Metra Parking Lot and the Roosevelt Road Water Main Replacement Study.

PROJECTS

Duane – Glenwood Metra Parking Lot Construction: The Village is the recipient of a $780,000 CMAQ grant for the purchase of land and construction of a new 50 vehicle parking lot on the north side of Duane Street between Prospect and Glenwood. Purchase of the property is imminent. Construction is slated to take place in 2013 at a preliminary cost of $525,000.

Roosevelt Road Water Main Replacement Study: The existing water main in many locations along Roosevelt Road between the Wheaton border and Route 53 is in deteriorating condition. In July 2011, the Village spent over $75,000 to repair a series of water main breaks in the intersection of Park and Roosevelt, and sections of main in other areas have chronic break histories. The scope, costs, schedule and required IDOT interactions for water main replacement in the Route 38 corridor needs to be established.

ISSUES AND ITEMS OF INTEREST

1. In addition to the three street projects already considered and the two projects discussed herein, the RFP sought submittals from consultants for the design of parking lot improvements at the existing Duane / Lorraine daily fee lot. Recommendations for this final project will be forthcoming in October.

2. The Duane – Glenwood parking lot construction will involve significant interactions with Metra.

3. "Green" infrastructure technologies will be investigated and emphasized for parking lot construction.

4. A traffic study will be conducted as part of the Metra parking lot project to address questions about interactions of the facility with St. Petronille school operations.

5. Parking lot designs will be reviewed by the Plan and Architectural Review commissions.

6. Available CMAQ funding after land purchase will support about one-half of the parking lot construction cost, with the balance to be paid from the Parking Fund.

7. Funding for engineering of the projects will be strictly Village funds: Parking for the Metra lot and Water for the water main replacement study.

8. The Roosevelt Road water main replacement study will involve preliminary engineering services only, with recommendations for the costs, priorities and timing for actual work. It is anticipated that the actual construction projects will occur over a multi-year timeframe, starting in 2014 or so.

AGENDA ITEM(S) DESCRIPTION

Duane – Glenwood Metra Parking Lot Project:

Motion to approve an engineering services agreement with Rempe-Sharpe & Associates, Inc. of Geneva for design of the new Duane – Glenwood Metra Parking Lot , in the amount of $30,000 (including a 15% contingency) to be expensed to the FY13 Parking Fund.

The Duane – Glenwood Metra Parking Lot Project will construct a new 50+ vehicle commuter parking lot on the north side of Duane Street between Prospect and Glenwood in 2013. Both land purchase and construction of the facility will be assisted by a $780,000 federal grant. An Agreement between Metra and the Village has been approved governing the funding, construction and future use of the parking lot. Detailed design of the project will include a traffic study, field surveys, geotechnical investigations, stormwater design, project plan preparations, Board and commission reviews, cost estimates, bid document preparation and bidding assistance. Consultant selection was based on responses to a request for proposal with Rempe-Sharpe selected from four submittals on the basis of recent experience involving Metra funding and cost-competitive proposal.

Roosevelt Road Water Main Replacement Study:

Motion to approve an engineering services agreement with Strand & Associates Inc. of Joliet for the Roosevelt Road Water Main Replacement Study in the amount of $26,000 (including an 8% contingency) to be expensed to the FY13 Water Fund.

The Roosevelt Road Water Main Replacement Study involves a preliminary engineering assessment of the needs, costs, schedule and required IDOT interactions to replace deteriorating water main along State Route 38. Strand Associates was selected from a group of six engineers that responded to a request for proposal for the project based on excellent credentials and very responsive proposal. The engineer will perform various site investigations, correspond with IDOT, review routing and construction technologies and prepare cost estimates.

CONSULTANT SELECTION

Duane – Glenwood Metra Parking Lot Project: Four firms submitted proposals for the project:

Consultant	Estimated Personnel Hours	Estimated Fee
Rempe - Sharpe	**255**	**$26,000**
V3 Companies	514	$58,500
Koziol Engineering	170	$20,400
Conservation Design Forum	836	$95,400

This project engendered a wide spread in effort and costs. While the Conservation Design Forum has excellent credentials and put together a very worthy project team and proposal, their price point cannot be justified. Rempe – Sharpe is an established engineering consultant that was involved with the APWA award winning Winfield Underpass project as well as the Elburn Commuter Station. Both projects involved significant Metra interactions. On the basis of the most responsive proposal, Rempe-Sharpe is recommended. With a 15% contingency, the total appropriation for the project would be **$30,000** in FY-13 Parking Fund monies, Account No. 53000-580100. The budgeted amount for the project was $40,000.

Roosevelt Road Water Main Replacement Study: A total of 6 proposals were submitted for this project.

Consultant	Estimated Personnel Hours	Estimated Fee
Strand Associates	**225**	**$24,200**
Civiltech Engineering	667	$57,000
RHMG Engineers	250	$44,300
V3 Companies	176	$20,000
Baxter & Woodman	245	$28,500
Thomas Engineering	149	$19,200

The Strand proposal featured a qualified team with excellent project understanding and approach and competitive fee. On the basis of their proposal, the firm is considered the best qualified for the project and is recommended for the assignment. To provide a modest contingency, total funding of **$26,000** is sought to be taken from the FY-13 Water Fund, Account No. 50100-580100. This project falls under the $750,000 budget line item for water main replacement / extensions that otherwise will be largely unused this year.

It should be noted that project numbers should be assigned by the Finance Department for each project for expense tracking purposes.

ATTACHMENTS

1. Excerpt from the Rempe-Sharpe Proposal

2. Excerpt from the Strand Proposal

cc: Kristen Schrader, Assistant to the Village Manager – Administration
Christina Coyle, Assistant Finance Director
Jeff Perrigo, Civil Engineer
Bob Greenberg, Utilities Superintendent

REMPE-SHARPE
& Associates, Inc.

CONSULTING ENGINEERS
324 West State Street
Geneva, Illinois 60134
Phone: 630/232-0827 – Fax: 630/232-1629

Principals
J. Bibby P.E.,S.E.
D. A. Watson P.E.
B. Bennett P.E., C.F.M.
T. Grimm P.E.
D. Ranney P.E., LEED AP
J. Whitt P.E., P.L.S., C.F.M.

August 13, 2012

Mr. Robert Minix, P.E.
Glen Ellyn Public Works Department
30 South Lambert Road
Glen Ellyn, IL 60137

Re: Proposal for Professional Engineering Services
Glenwood - Duane Parking Lot Improvements

Dear Mr. Minix,

Rempe-Sharpe has a considerable amount of experience in the design of new parking lots and the reconstruction of existing parking lots for both private and municipal sites. Rempe-Sharpe is extremely qualified to provide professional engineering scope for the Glenwood-Duane Commuter Parking Lot. Our experience in handling grant funded projects of this nature is extensive, and our relationships and reputation with the key agencies is outstanding, as verified on several recent projects:

- **Raptor Rehabilitation Center - 2010 - Willowbrook Wildlife Preserve, Glen Ellyn Illinois**
  When DuPage County Forest was confronted with one of their most challenging assignments, they turned to Rempe-Sharpe creating an award winning first of its kind project - verifying how seamlessly Rempe-Sharpe works with DuPage County.

- **Winfield Underpass/Elburn Commuter Station/METRA Experience**
  A Project of the Year in 2011 from the APWA verifying how seamlessly Rempe-Sharpe works with METRA. Comprehensive design of Elburn Commuter Station also verified strong on-going track record with METRA - 2009.

- **2012 Street & Watermain Replacement Programs in Hinsdale, Winfield, North Aurora and Batavia**
  All are extremely comparable to the 2013 Glen Ellyn programmed improvements. Our quality and experience are second to none on hundreds of exactly comparable projects over the past 94 years.

Relative to green construction concepts, we have designed and built Pervious Paver projects including the Kane County Government Center Parking Lot in Geneva, which will be incorporated the Glenwood-Duane design section and drainage section.

- **Stormwater**
  The Village of Glen Ellyn is a full waiver community and as such is responsible for reviewing and enforcing all aspects of the DuPage County Stormwater Management Ordinance. The development disturbs more than 5000 square feet, therefore a stormwater management certification is required

(Section 15-30.A.3). If (due to pervious pavers) less than 2500 square feet of the new impervious surface is proposed, therefore site storage runoff (detention) (Section 15-63) and Best Management Practices (Section 15-72.A.1) are not required.

Rempe-Sharpe will administer the following submittals as required: Stormwater Permit Application, Stormwater Report Narrative, Floodplain, Wetland, FIRM and Soil map exhibits, Storm underdrain and impervious calculations and exhibits and the Soil Erosion Control Plan and details.

A. TRAFFIC

Rempe-Sharpe staff is fortunate to have a traffic engineering group headed by Mr. Ron Rude, P.E. (former lead project manager at the Metro transportation Group 1988 to 2008) It is critical that Glen Ellyn resolve any traffic issues quickly in the design development process with adjacent stakeholders including St. Petronille to allow the attached schedule to progress without delay, and Rempe-Sharpe has the experience and communication skills to work with METRA and St. Petronille to professionally answer traffic flow concerns.

B. GEOTECHNICAL

Our subconsultant (TSC) proposal for geotechnical services is attached. The TSC Scope of service shall include borings, detailed boring logs, and full geotech report with recommendations.

C. SCOPE OF ENGINEERING SERVICES

A. Review current Village roadway and utility plans and reports;
B. Perform topographic and utility surveys and prepare base sheets;
C. Perform pavement and watermain condition analyses and assessment;
D. Retain Geotech sub consultant and complete cores, borings and report
E. Perform stormwater hydrology/hydraulic assessments;
F. Public information meeting;
G. Plan Commission, Board Meetings and Staff workshop;
H. Complete Project Plans;
I. Complete Project Specifications;
J. Final Q/A Review
K. Complete Project cost estimates;
L. File IEPA permits;
M. Bid document distribution and bid cycle assistance;
N. Meet with Public Works;
O. Attend bid opening and complete bid tab and recommendation;
P. Village Board Approval Notice of Award / Notice to Proceed contract execution;
Q. Attend pre-construction meeting; and,
R. Begin Construction

(Design schedule attached.)

D. PAYMENT FOR ENGINEERING SERVICES

Village shall pay Engineer for Engineering Services rendered under this agreement, all hourly not-to-exceed a fee of **$25,894.50**

E. EXCLUSIONS

Excluded from the Glenwood-Duane Parking Lot Project would be administrative on any historical commission or categorical exclusion issues, all bid phase or construction phase engineering, landscape plans or masonry frontage wall, selection of light standard (by Village), and offsite improvements.

F. OWNER'S RESPONSIBILITIES

Assist the Engineer by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

Furnish to the Engineer, as required for performance of Engineer's Basic Services, data prepared by or services of others including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, material and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, property descriptions; zoning, deed and other land use restrictions; and other special data or consultations, all of which the Engineer may rely upon in performing his services.

Arrange for access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services.

Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Engineer, and render decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

Designate a person to act as the Owner's Representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Owner's policies and decision with respect to materials, equipment, elements and systems pertinent to the Engineer's services.

Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect in the work of Contractor(s).

Furnish, or direct the Engineer to provide, necessary Additional Services as stipulated in this Agreement or other services as required.

Require the construction contractor(s), who implement Engineer's designs, drawings and specifications, to name the Engineer as additional insured while construction work is in progress.

G. TERMINATION

This Agreement may be terminated by Owner at its sole discretion upon thirty (30) days written notice. In addition, the Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. In the event of termination hereunder, Engineer shall be paid for all services actually performed to the date of termination.

H. GENERAL CONSIDERATIONS

1. REUSE OF DOCUMENTS

All documents including Drawings and Specifications prepared by Engineer pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by Owner or others on extension of the Project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer; and Owner shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses including attorney's fees arising or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Owner and Engineer.

2. CONTROLLING LAW

This Agreement is to be governed by applicable laws of the State of Illinois.

3. SUCCESSORS AND ASSIGNS

Owner and Engineer each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

Neither Owner nor Engineer shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated above and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Engineer from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Engineer.

We wish to express our appreciation and thanks for your consideration in this matter and, if there are any questions regarding this proposal, please feel free to contact us.

Very truly yours,

REMPE-SHARPE AND ASSOCIATES, INC.
BY:

James Bibby, P.E., S.E.
President

EXHIBIT "A"

SCHEDULE OF ENGINEERING SERVICE CHARGES BY REMPE-SHARPE AND ASSOCIATES, INC.

EFFECTIVE TIME PERIOD FOR THIS SCHEDULE:
JANUARY 1, 2012 TO DECEMBER 31, 2012

A-1 SCHEDULE OF ENGINEER'S HOURLY RATE CHARGES

EMPLOYEE CLASSIFICATION	MAXIMUM HOURLY RATE
PRINCIPAL ENGINEER	$126.50/HR
SENIOR PROJECT ENGINEER	$103.00/HR
PROJECT ENGINEER	$99.50/HR
DESIGN OR CONSTRUCTION ENGINEER (GRADE 1)	$93.50/HR
DESIGN OR CONSTRUCTION ENGINEER (GRADE 2)	$80.50/HR
DESIGN TECHNICIAN (GRADE 1)	$80.50/HR
DESIGN TECHNICIAN (GRADE 2)	$65.00/HR
CADD DRAFTING TECHNICIAN (GRADE 1)	$68.00/HR
DRAFTING TECHNICIAN (GRADE 2)	$55.50/HR
DRAFTING TECHNICIAN (GRADE 3)	$42.00/HR
SURVEYING PARTY CHIEF	$75.00/HR
SURVEYING TECHNICIAN (GRADE 1)	$61.00/HR
SURVEYING TECHNICIAN (GRADE 2)	$42.00/HR
CONSTRUCTION INSPECTOR (GRADE 1)	$76.50/HR
CONSTRUCTION INSPECTOR (GRADE 2)	$66.00/HR
CONSTRUCTION TECHNICIAN	$52.00/HR
ADMINISTRATIVE ASSISTANT	$59.00/HR
CLERK TYPIST	$45.00/HR

A-2 COMPENSATION FOR DIRECT PROJECT REIMBURSABLE COSTS

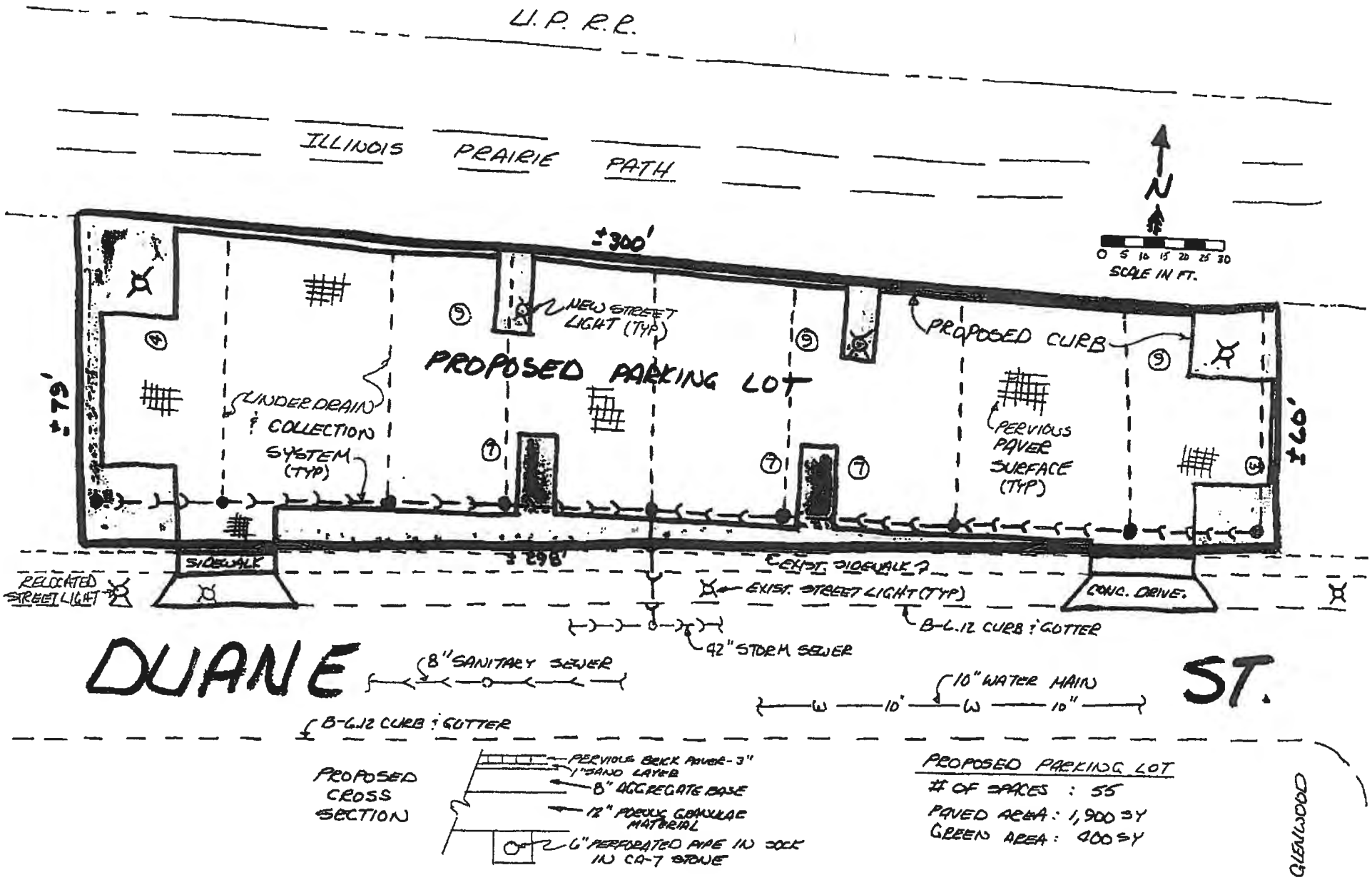
THE ENGINEER SHALL BE REIMBURSED AT HIS ACTUAL COST FOR ALL EXPENSES AND/OR COSTS INCURRED DIRECTLY OR INDIRECTLY IN CONNECTION WITH THIS PROJECT, SUCH AS PRINTING, TRAVEL, STAKING SUPPLIES, ETC.

THE ENGINEER'S REIMBURSEMENT FOR TRAVEL EXPENSES SHALL BE IRS STANDARD PER MILE OF TRAVEL.

A-3 COMPENSATION FOR SUB-CONTRACTED SERVICES

THE ENGINEER SHALL BE REIMBURSED FOR ALL COSTS AND EXPENSES INCURRED BY THE ENGINEER FOR ALL SERVICES NOT NORMALLY PERFORMED BY THE ENGINEER WHICH ARE SUB-CONTRACTED TO OTHER PARTIES WITH THE OWNER'S APPROVAL.

ID	Task Name	Duration	Start
1	Duane - Glenwood Commuter Lot	1 day	Fri 9/7/12
2	Begin Engineering	1 day	Mon 9/10/12
3	Topographic Survey & Base Sheet	8 days	Tue 9/11/12
4	Geotech - borings & report	10 days	Tue 9/11/12
5	Staff mtg. 1 - review project w Glen Ellyn	1 day	Tue 9/25/12
6	Generate Concept Geometric Plan	4 days	Wed 9/26/12
7	Metra Mtg. 1 (Glen Ellyn to attend)	1 day	Tue 10/2/12
8	Traffic Report	10 days	Wed 10/3/12
9	Stakeholder meeting #1 - St. Petronille	1 day	Wed 10/17/12
10	Staff Meeting #2	1 day	Thu 10/18/12
11	Plan Completion to 70%	25 days	Fri 10/19/12
12	Plan review - Metra & Village	19 days	Fri 11/23/12
13	Plan Revisions	12 days	Thu 12/20/12
14	Presentations to Plan Commission & Village Board	10 days	Mon 1/7/13
15	Plans, specs & estimates to 98%	18 days	Mon 1/21/13
16	Glen Ellyn staff final review	10 days	Thu 2/14/13
17	In house final Q/A review	10 days	Thu 2/14/13
18	Final revisions to 100% P,S, E	10 days	Thu 2/28/13
19	Bid docs available to bidders	1 day	Thu 3/14/13
20	Bid cycle	22 days	Fri 3/15/13
21	Village administrative NOA, NTP	10 days	Tue 4/16/13
22	Construction	92 days	Tue 4/30/13
23	Punchlist	10 days	Thu 9/5/13
24	Acceptance - open lot to public	1 day	Thu 9/19/13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ILLINOIS PRAIRIE PATH
N
0 5 10 15 20 25 30
SCALE IN FT.
±300'
±79'
±70'
±298'
NEW STREET LIGHT (TYP)
PROPOSED PARKING LOT
PROPOSED CURB
UNDERDRAIN & COLLECTION SYSTEM (TYP)
PERVIOUS PAVER SURFACE (TYP)
SIDEWALK
RELOCATED STREET LIGHT
EXIST. SIDEWALK
EXIST. STREET LIGHT (TYP)
CONC. DRIVE
B-6.12 CURB & GUTTER
42" STORM SEWER
DUANE
8" SANITARY SEWER
10" WATER MAIN
W 10' W 10"
ST.
B-6.12 CURB & GUTTER
PROPOSED CROSS SECTION
PERVIOUS BRICK PAVER - 3"
1" SAND LAYER
8" AGGREGATE BASE
12" POROUS GRANULAR MATERIAL
6" PERFORATED PIPE IN SOCK IN CA-7 STONE
PROPOSED PARKING LOT
OF SPACES : 55
PAVED AREA : 1,900 SY
GREEN AREA : 400 SY
GLENWOOD

VILLAGE OF GLEN ELLYN

BREAKDOWN OF ESTIMATED MANHOURS / COST

GLENWOOD-DUANE COMMUTER PARKING LOT

	SCOPE OF SERVICES	ESTIMATED COST	PRINCIPAL $126.50 /HR		Sr. Project Engineer $103.00 /HR		Engineer Grade 1 $83.50 /HR		Design Technician $80.50 /HR		Traffic Engineer $80.00 /HR		Survey Crew $117.00 /HR		Clerk Typist $43.00 /HR		ENGINEERING SUBTOTAL	TESTING SUBTOTAL	MISCELLANEOUS SUBTOTAL
			HRS	$	HRS	$	HRS	$	HRS	$			HRS	$	HRS	$			
1	Review Current Village Roadway & Utility Plans and Reports	$762.00		$0.00	2	$206.00		$0.00	4	$322.00		$0.00	2	$234.00		$0.00	$762.00		
2	Perform topographic and utility surveys and prepare base sheets	$2,531.00		$0.00	1	$103.00		$0.00	4	$322.00		$0.00	18	$2,106.00		$0.00	$2,531.00		
3	Perform pavement and watermain condition analysis and assessment	$515.00		$0.00	5	$515.00		$0.00		$0.00		$0.00		$0.00		$0.00	$515.00		
4	Retain Geotech sub-consultant and complete cores, borings and report	$103.00		$0.00	1	$103.00		$0.00		$0.00		$0.00		$0.00		$0.00	$103.00		
5	Perform hydrology / hydraulic assessments	$561.00		$0.00		$0.00	6	$561.00		$0.00		$0.00		$0.00		$0.00	$561.00		
6	Traffic Report	$360.00		$0.00		$0.00		$0.00		$0.00	6	$360.00		$0.00		$0.00	$360.00		
7	Public Information Meeting	$332.50	1	$126.50	2	$206.00		$0.00		$0.00		$0.00		$0.00		$0.00	$332.50		
8	Plan Commission and Board Meetings and Staff workshop	$515.00		$0.00	5	$515.00		$0.00		$0.00		$0.00		$0.00		$0.00	$515.00		
9	Complete Project Plans	$11,546.00		$0.00		$0.00	46	$4,391.00	90	$7,245.00		$0.00		$0.00		$0.00	$11,546.00		
10	Complete Project Specifications	$827.50		$0.00		$0.00	5	$467.50		$0.00		$0.00		$0.00	5	$360.00	$827.50		
11	Final QA Review	$1,617.00		$0.00		$0.00	6	$561.00	12	$966.00		$0.00		$0.00	2	$90.00	$1,617.00		
12	Complete Project cost estimates	$654.50		$0.00		$0.00	7	$654.50		$0.00		$0.00		$0.00		$0.00	$654.50		
13	File IEPA Permits	$483.00		$0.00	2	$206.00	2	$187.00		$0.00		$0.00		$0.00	2	$90.00	$483.00		
14	Bid Document distribution and bid cycle assistance	$183.50		$0.00		$0.00	1	$93.50		$0.00		$0.00		$0.00	2	$90.00	$183.50		
15	Meet with Public Works	$103.00		$0.00	1	$103.00		$0.00		$0.00		$0.00		$0.00		$0.00	$103.00		
16	Attend bid openeng and complete bid tab and recommendation	$328.00		$0.00	1	$103.00		$0.00		$0.00		$0.00		$0.00	5	$225.00	$328.00		
17	Village Board Approval, Notice of Award / Notice to Proceed contract execution	$393.00		$0.00	2	$206.00	2	$187.00		$0.00		$0.00		$0.00		$0.00	$393.00		
18	Attend preconstruction meeting	$128.50	1	$126.50		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$128.50		
19	Begin construction	$103.00		$0.00	1	$103.00		$0.00		$0.00		$0.00		$0.00		$0.00	$103.00		
	Geotech (TSC)	$3,450.00																$3,450.00	
	Mileage	$200.00																	$200.00
	Printing	$200.00																	$200.00
	TOTAL	$25,894.50	2	$253.00	23	$2,369.00	75	$7,012.50	110	$8,856.00	6	$360.00	20	$2,340.00	19	$865.00	$22,044.50	$3,450.00	$400.00

STRAND ASSOCIATES®

Strand Associates, Inc.®
1170 South Houbolt Road
Joliet, IL 60431
(P) 815-744-4200
(F) 815-744-4215

August 14, 2012

Mr. Bob Minix
Professional Engineer
Glen Ellyn Public Works Department
30 South Lambert Road
Glen Ellyn, IL 60137

Re: Proposal for Village of Glen Ellyn – FY-13 Engineering Projects

Dear Mr. Minix:

On behalf of Strand Associates, Inc.®, thank you for allowing us the opportunity to submit our proposal to the Village of Glen Ellyn for your FY-2013 Engineering Projects. Your Request for Proposal included six projects. We have chosen to pursue four of the projects including

- Lenox – Linden Improvements
- Oak – Euclid – Forest – Alley Improvements
- 2013 Street Improvements
- Roosevelt Road Water Main Replacement

We considered long and hard about assisting the Village with the two parking lot projects but have determined that we need to focus on the four projects we selected.

Our proposal presents each of the four projects individually in tabbed sections describing our project understanding and approach, as well as an engineering schedule and fee. The project team qualifications and relevant project experience associated with each project are provided in the *Project Staffing* and *Project Experience* tabs. We have also provided a brief *Firm Profile* describing our firm and our Joliet, Illinois office, which will be serving the Village of Glen Ellyn.

We are confident our proposal demonstrates our investigation and understanding of Glen Ellyn's projects and will present the Village with effective recommendations to deliver an efficient engineering program leading to a successful improvement construction program.

Again, thank you for this opportunity. We look forward to applying our experiences to this project and building a long-lasting relationship with the Village. If you have questions regarding our proposal, please feel free to contact me.

Sincerely,

STRAND ASSOCIATES, INC.®

Michael R. Waldron, P.E.

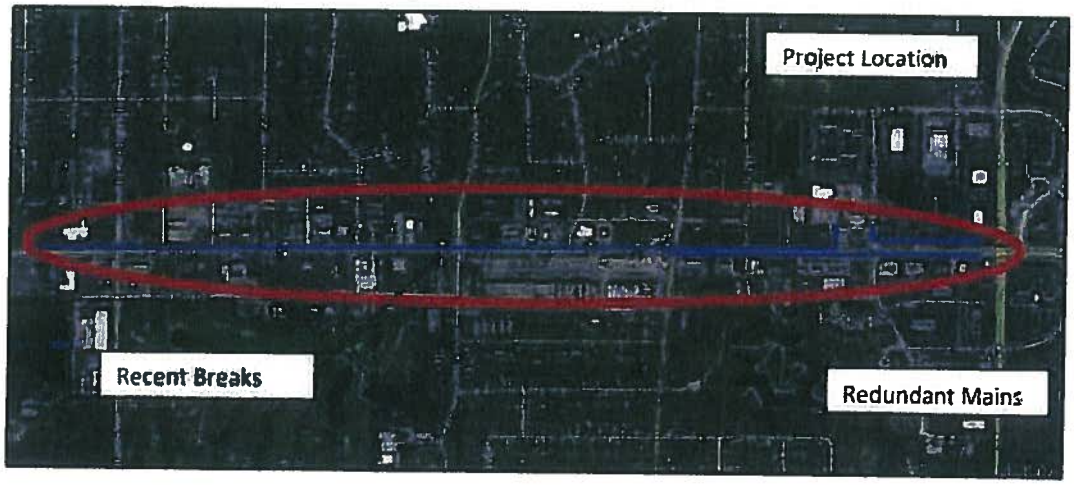
9906972/MRW:mah

Roosevelt Road Water Main Replacement Study

Roosevelt Road Water Main Replacement Study Must Provide Recommendations That Are Economical and Meet with Approval of All Entities

The water main along Roosevelt Road serves many commercial customers. The main is within the very congested Illinois Route 38 (Roosevelt Road) right-of-way. We understand that the rehabilitation of replacement of this main is a major undertaking. It is vital that the Village goes the extra step to study the replacement so the resulting replacement plan is not only a cost-effective solution, but also has support from IDOT and the many major customers affected. We have assembled a team experienced with the study of complex water main replacement assessments and an approach that thoroughly analyzes the option available. It is our goal to conclude the preliminary study of the Roosevelt Road Water Main Replacement project with recommendations that the Village Staff and Board can implement with confidence.

According to the RFP and discussions with Village Staff, the water main along Roosevelt Road between the western Village boundary and Route 53 (Bryant Avenue) is starting to experience more frequent breaks. It is likely that this is caused because of the age and material of the main, along with the aggressive soil conditions surrounding the main. The cast iron main was installed in the 1970s in a soil type now known to have strong ability to deteriorate metals like cast iron through cathodic action and conductance. The main is 6 inches in diameter and looped frequently along the corridor.



The main feeds most of the commercial customers along the north and south side of Roosevelt Road. Between Park Boulevard and Bryant Avenue, there are mains on both the north and south side of Roosevelt Road. Both mains are the subject of this study.

Project Approach Uses Thorough Analysis and Communication with Key Entities to Provide Recommendations That Allow Design and Construction to Proceed with Confidence and Stakeholder Buy-In

Our approach is not just a desktop study that analyzes the cost associated with the various alternatives for the replacement or rehabilitation of the water main. It also includes early and frequent communication with IDOT, as well as an option to involve the affected customers along the corridor. It is our belief that a thorough study will add tremendous value to the project and minimize surprises in the design and construction phases. If the study concludes with buy-in from the Board, the affected customers, and IDOT, then the design phase can focus on the details and prepare for a construction process that goes much smoother.

The following provides details of each step in our project approach.

Our experience with similar projects shows that extra effort prior to the kickoff meeting makes the study process more efficient.

- **Kickoff Meeting and Data Collection** – We are proposing more than a typical kickoff meeting for this project. As usual, we will use this time to exchange information and important data needed for the project and also discuss the alternative routing, trenchless technologies, and traditional replacement strategies we plan to explore in later phases of the study. In advance of the meeting, we will develop a figure that shows the alternatives that we envision. Immediately after the meeting, we will edit the figure to reflect the Village's input and use this as an early communication tool for the other affected entities.

Our recent experiences in Schaumburg and Joliet with IDOT and American Water with INDOT shows that early and frequent communication is vital to success.

- **Correspond With IDOT** – Getting IDOT's interest and, ultimately, buy-in in a study phase can be very difficult. Without the final plans they are accustom to seeing, they will typically attempt to be non-committal and slow to act. We have learned that early and frequent communication is the key to getting responses. Right after the kickoff meeting, we will send IDOT a letter with a description of the issue and a figure of the alternative solutions we plan to investigate. We will follow up with frequent phone conversations and emails to try to express the benefits of getting involved in the process early. We will keep IDOT involved and gather comments throughout the study, but we will also send either an executive summary or the entire report at the conclusion of the study.

- **Utility Information Collection** – As with IDOT, some utilities can be slow to react during the planning phase. We understand that utilities are tied up with service issues that are taking place today, not next year. So, our solution to this is similar to our approach to IDOT. We will send a

similar letter and a graphic to the utilities explaining the benefits of early involvement and ask for detailed mapping of the utility locations and plans. From this data, we will use aerial photography to create scale figures showing the potential conflicts for future water main replacement.

- **Conduct Survey of Customers Affected by the Main Replacement** – An alternative step the Village may want to consider is involving the affected water customers in the process. While this may create some out of scope issues to come to the surface, early involvement and interaction is shown to provide better buy-in and less trouble during construction. If customers are offered the opportunity to have some input into the project, they are more likely to prepare themselves and feel apart of the unavoidable inconveniences during construction.

We have seen benefits from getting customers involved with the project early.

We can create a survey form asking basic questions about the impacts of outages and construction activity. We can use this as an opportunity to emphasize the fact that while the project may present some planned minor inconveniences, it will make water delivery more reliable and reduce the possibility of surprise outages in the long run.

We understand that some may feel that general public involvement too early can have a negative effect. However, we think that if it is properly presented, it can have a very positive effect on buy-in. Nonetheless, we have provided this as an option in this process if the Village would rather focus on the preliminary study prior to involving input from the public.

If this step is desired, we would ask that the Village send the survey letter out to the customers along the corridor on Village letterhead.

- **Summary of Findings Letter** – After we get the initial input and comments for IDOT , the utility companies, and if desired, the affected customers, we will prepare and submit a letter summarizing our findings and how that affects the alternatives discussed during the kickoff meeting.

Analyzing alternative routes provided thorough recommendations in recent City of Joliet and Indiana American Water projects.

- **Alternative Routing Analysis** – The Roosevelt Road corridor for this project is not shown on IDOT's current plan for any future improvements. While we will discuss the possibility of a future resurfacing project, which it may need within the next few years, there may not be an IDOT project that allows water main replacement without extensive restoration along the existing corridor. So we will investigate what would be necessary to provide service to the current customers along Roosevelt Road while routing the main within easements or other rights-of-way to the north and the south of the corridor. We will also prepare cost opinions for the feasible alternative routes.

A combination of various trenchless and traditional replacement strategies was the best option for recent projects in Schaumburg, and Illinois and Indiana American Water Company utilities.

- **Trenchless Technology Replacement Analysis** – One approach that the Village may have to use to cost effectively construct, or even to reduce public issue associated with, the water main replacement is one or more forms of trenchless technology. It may be that traditional open cut is the only effective way in some locations, directional drilling, lining, or pipe bursting and slip lining may be necessary in some combination along other locations. We will investigate isolated locations of the corridor to determine this, not just look at the corridor as a whole. If a trenchless technology works well in one area and not in others, that will not be grounds for omitting it entirely. Our analysis of trenchless technology in one or all areas of the alternative routing will also include cost opinions.

- **Traditional Replacement Analysis** – We will also preform an analysis of traditional open cut replacement along the alternative routes. Even if the process is inherently known to be more costly that a trenchless process, cost opinions will be developed for comparison.

- **Draft and Final Report Submittal** – We will prepare and submit a 75 percent draft of the report detailing our findings. This will include details on the routing and rehabilitation analyses, as well as the cost opinions for the route. We will then meet with the Village to review comments and obtain direction on any changes desired before finalizing and submitting the report.

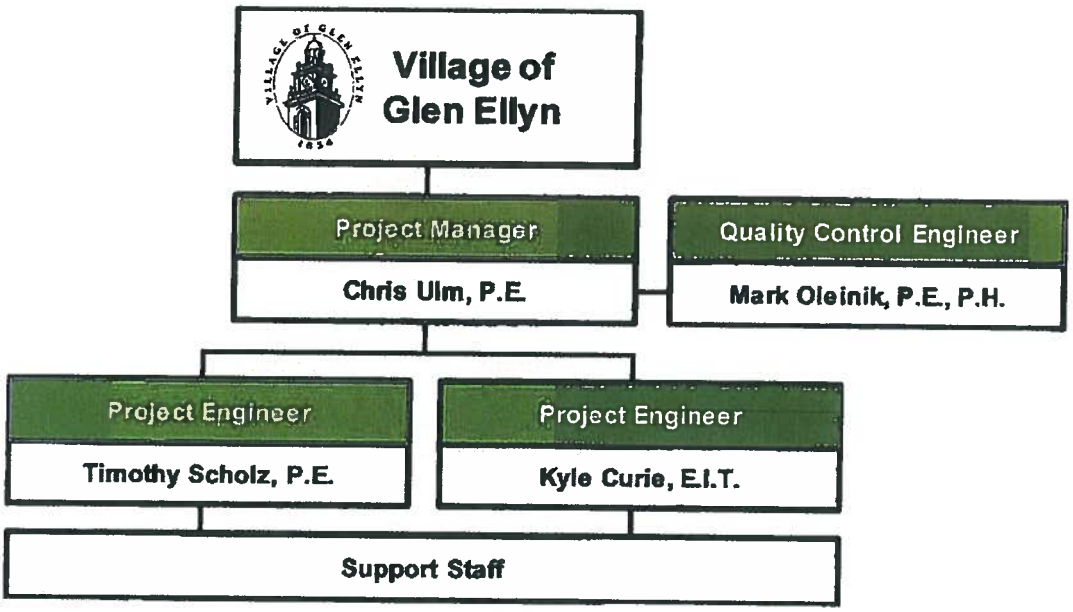
A public meeting revealing recommendations and their reasoning improved public support in a recent Highland Park study.

- **Public Meetings** – If the Village desires, we can include as a final step in our study – a public meeting to present the recommendations of the study. This, again, may be a part of the process to obtain buy-in from the affected customers along the corridor. We will prepare slides and perform a presentation of the findings at one public meeting.

There are two other steps that can be included in a study such as this, but our thorough understanding of the needs of the project have led us to not focus on these steps, rather focus our time on adding value to steps that lead to sound recommendations. The omitted steps include water modeling and a main break analysis. We have omitted these steps because we understand that the current main size is serving the needs of the corridor and the main is looped in many locations helping improve distribution of water. Our analysis will use 8-inches as the size for the replacement main, since this is the Village standard minimum main size for this type of corridor. If a 6-inch main is providing adequate service, we don't see the need to invest in an additional study when we are increasing the size. As for the main break analysis, it is well accepted that the soil condition is the driving factor the deterioration of the main. The soil analysis should confirm this. As mentioned, we will provide cost opinions for both PVC and Poly-wrapped Ductile Iron Pipe for the main replacement, but investigation of other factors that may be causing the main break, such as pressure transients, construction issues, or excessive velocities, seem to be unnecessary. So we will focus on the solutions, not causes that seem unlikely.

Available and Experienced Project Team Understands the Options Available for Water Main Replacement and Rehabilitation

The following organizational chart identifies the assigned staff and their responsibilities and engineering specialty. The qualifications and resume for each team member is included in the *Project Staffing* section.



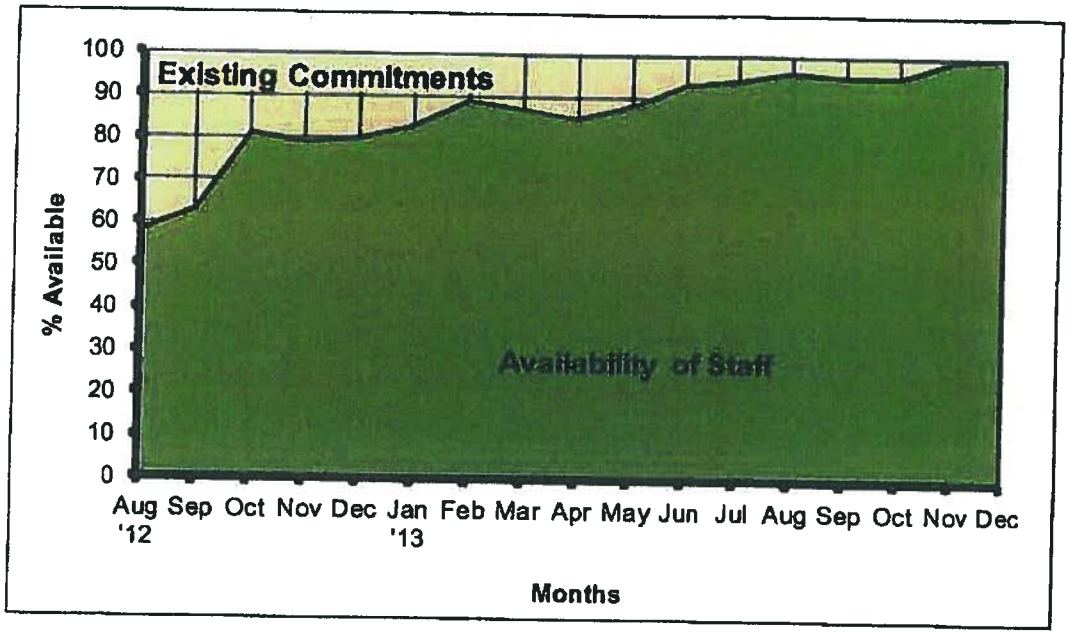
Not only does our team have individual experiences with water main replacement assessments, but they also have work together on many of our past water main assessment projects, such as those in the Cities of Joliet, and Highland Park, as well as the Village of Downers Grove. Chris Ulm, Mark Oleinik, and Tim Scholz have worked together on not only those projects, but also individually on other water main assessment projects in Schaumburg, Illinois; Fond du Lac, Wisconsin; and for many projects with Illinois and Indiana American Water Company. All phases of the project will be completed by our in-house staff with the exception of the soil corrosivity analysis, which will be performed by Ductile Iron Pipe Research Association (DIPRA).

Our record of meeting agreed upon project schedules is excellent, as our references can attest. We have also provided the extra effort necessary to meet tight and unanticipated timeframes and funding deadlines.

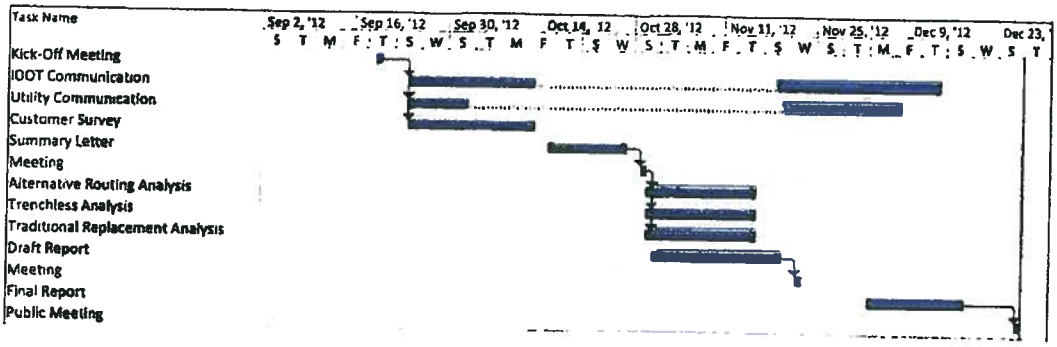
As also discussed in our *Project Staffing* section, we have a well established Quality Control process. Mark Oleinik, the Quality Control Engineer for the project, is very familiar with the quality control process and brings more than 34 years of experience with his reviews.

Corporatewide database contains current records of the staffing needs of all projects.

We have a computerized, corporate-wide scheduling system that gives us up-to-date status reports on the schedule of every staff member. We can make commitments to project schedules because we know the current workload of every employee each month for several years out, and are able to closely monitor the progress of each project. Based on this system, the following graph indicates our staff's availability for this project.



We have also developed a schedule for this project based on our past experience with similar projects. We understand that getting a quick response from IDOT, utility companies, and other involved entities will take a high level of communication. We plan to put forth that level of communication to meet the aggressive schedule we have shown below. Because of the impact of additional main breaks, we are of the impression that the Village may desire to budget for the design and construction process within the next budget cycle. We are offering a schedule that should allow you to do just that.



Recent Similar Experience Supports the Benefits of a Thorough Study

We understand the importance of a thorough planning phase for a complex water main replacement project along a congested and major corridor, such as the Roosevelt Road Corridor. Without a preliminary study, the design phase would be impossible to scope and the unknowns would lead to very little cost control. The study is vital to progressing in a straight line.

We understand this because we have experience with preliminary studies to determine the best course of action for water main replacement. Moreover, we have also recently been involved with many water main replacement designs and construction-related services. This recent similar experience gives us a great understanding of the importance of a thorough study.

The following projects demonstrate our specific experience with regards to Glen Ellyn's Roosevelt Road Water Main Replacement Study. Detailed descriptions of these projects are provided in the *Project Experience* section.

Roosevelt Road Water Main Replacement Study Relevant Project List
■ Capital Improvement Planning – City of Joliet, IL
■ Water System Study – Village of Downers Grove, IL
■ Water System Master Planning – City of Highland Park, IL
■ 2012 Obsolete Water Main Replacement Program – Indiana American Water Company Merrillville, IN
■ Schaumburg Road Water Main Rehabilitation – Village of Schaumburg, IL

Project Approach Adds Value to the Process that Reduces Costly Surprises in Later Phases of the Replacement Project

The importance of a study goes beyond analysis of options and cost opinions. It even goes beyond recommendations that are feasible. The most valuable studies provide the direction and stakeholder buy in that *reduces* costs down the road. It is important to get what you pay for out of a study, if not what was the point?

We have assigned hours to your project team members to provide the Scope of Services described above. The table below shows our breakdown per scope item for each classification of team member.

Hourly Breakdown Roosevelt Road Water Main Replacement Study						
Scope Item	Project Manager	Quality Control	Project Engineer	Project Technician	Clerical	Total Hours
Kickoff Meeting	4	0	6	0	2	12
IDOT Communication	2	0	8	0	4	14
Utility Communication	1	0	8	0	4	13
Customer Survey	2	0	8	0	8	18
Summary Letter	2	2	12	16	4	36
Meeting	4	0	6	0	2	12
Alternative Routing Analysis	2	0	12	0	0	14
Trenchless Analysis	2	0	16	0	0	18
Traditional Replacement Analysis	2	0	16	0	0	18
Draft Report	8	4	8	8	8	36
Meeting	4	0	6	0	2	12
Final Report	2	4	8	4	4	22
Public Meeting	12	6	12	8	12	50
Total Hours	**47**	**16**	**126**	**36**	**50**	**275**

The resulting "not-to-exceed" fee for these services we are proposing is $32,350. If the Village would like to hold off on public involvement at this time, we can reduce our fees by $8,200 for a resulting proposed "not-to-exceed" fee of $24,150.

A-7

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Julius Hansen, Public Works Director
Bob Minix, Professional Engineer

DATE: September 19, 2012

SUBJECT: Crescent Boulevard Sidewalk Extension Project –
Recommendations for Award of a Construction Contract to G & M Cement Construction for Base Bid Only Work within the Current Corporate Limits

INTRODUCTION / SUMMARY

Since the mid-2000's the Village has contemplated the extension of sidewalk on at least one side of Crescent Boulevard east of Roger Road, potentially all the way to the East Branch of the DuPage River bridge, a distance of about 3,500 ft. Roger Road formerly marked both the easterly boundary of the Village (pre-1995) and the start of jurisdictional control of the roadway by DuPage County (pre-2010). Since the 1995 extension of water main on Crescent east of Roger, a number of properties have annexed into the Village and Glen Ellyn now has control of Crescent within the current corporate boundaries based on a jurisdictional transfer enacted in 2009 (see enclosed map). As part of the agreement with the County, the Village would receive $130,000 based on the then estimated cost of $230,000 for sidewalk construction for the entire 3,500 ft. distance prorated to the length actually within the corporate limits of about 2,000 ft. The actual compensation from the County was $139,000 which included additional minor considerations for some roadway maintenance items.

Design of the project was authorized in late 2009 and the design essentially completed in 2010 by Pavia-Marting & Co. The entire 3,500 ft. corridor was included in the design as sidewalk will eventually be installed as annexations occur or if a sidewalk extension becomes compelling. Project bidding was deferred in 2011 because of cash flow considerations in the Capital Projects budget. The project was recently bid, with the requested contractor proposals consisting of a base bid for sidewalk work within Glen Ellyn and an alternate for sidewalk construction from the current Village limits to the East Branch. The contract documents state that project award will be to one contractor only based on the parts of the work to be awarded. The FY-13 budget allotted $200,000 for sidewalk extensions in the Crescent corridor east of Roger Road.

The low base bid was just over $204,000 for the project and was submitted by G & M Cement Construction. The low total bid was submitted by DiNatale Construction in the amount of $341,000 consisting of a base bid of $225,500 and an alternate bid of $115,500. Most contractors bid the alternate portion of the project in the $115,000 to $150,000 price range. It is recommended that the base bid only work be performed at this time and that when the appropriate opportunity arises, the remainder of the project (alternate) section be re-bid.

AGENDA ITEM DESCRIPTION

Motion to approve award of a construction contract to G & M Cement Construction of Addison for the Base Bid Only Part of the 2012 Crescent Boulevard Sidewalk Extension Project, in the amount of $215,000 (including a 5% contingency), to be expensed to the FY13 Capital Projects Fund.

The extension of sidewalk on Crescent Boulevard east of Roger Road has been a desired Village project for a number of years. The proposed project includes approximately 2,000 ft. of new sidewalk on the south side of Crescent between Roger Road and the current Village limits and other drainage and shoulder improvements required to construct the walkway. G & M Cement Construction submitted the low base bid for the work in the amount of $204,000 of the seven bids received.

ISSUES AND ITEMS FOR DISCUSSION

1. The contract documents permit the Village to accept the base bid only, award both the base bid + alternate parts, or to reject all bids. Project bidding yielded two possible candidates for contract award: G & M Cement for base bid only work or DiNatale Construction for construction of both parts of the project. This situation necessitates that a decision be made immediately regarding the scope of the project to be awarded, as we do not have the luxury of deferring a decision on the alternate part of the work without financial consequences.

2. Numerous residents in the unincorporated portion of the corridor are in favor of extending sidewalk in their section of Crescent.

3. Construction oversight will be performed primarily by Engineering Division personnel, supplemented with assistance from Civiltech Engineering as required.

CONSTRUCTION CONTRACT AWARD

The extension of sidewalk on Crescent Boulevard is somewhat complex, complicated in particular by the physical layout challenges present in the corridor as well as the political circumstances of right-of-way ownership and maintenance responsibilities. Installation of new sidewalk would include grading, shoulder, curb, driveway, culvert, storm sewer, underdrain, mailbox and fencing elements, in addition to the concrete sidewalk itself. The project required development of detailed plans and specifications to identify and specify all the project elements and contract items.

Once plans were completed, a typical bidding process was conducted. The legal notice for the project was published in the September 5, 2012 edition of the Daily Herald. A contractor invite letter was mailed to approximately 50 contractors. Documents were offered through the office of the consultant, with 15 plan sets sold. A pre-construction conference was conducted on September 12 with two contractors attending.

The project letting date was September 18, 2012. Bids were opened and read by Acting Village Clerk Patti Underhill. The results of the bidding are shown in the following table.

Crescent Boulevard Sidewalk Extension Project Bid Results – September 18, 2012 Letting			
Contractor	**Base Bid**	**Alternate #1 Bid**	**Total Bid**
G & M Cement Construction	**$204,124**	$147,273	$351,397
DiNatale Construction	$225,429	$115,594	**$341,023**
J. G. Demo	$226,040	$118,323	$344,363
A Lamp Concrete	$228,994	$145,870	$374,864
Alliance Contractors	$264,202	$157,809	$422,011
Martam Construction	$331,930	#175,575	$507,505
Vian Construction	$487,669	$316,832	$804,501
Engineer's Estimate (Pavia – Marting)	$234,680	$125,117	$395,797

The base bid submitted by G & M Cement was approximately 10% under the next low base bid price submitted by DiNatale and about 15% below the engineer's estimate. Based on the total bid amounts, the three low bids were within 3% of each other. The engineer's estimate serves as a very good guide to project bidding, falling basically in the middle of the bid groups.

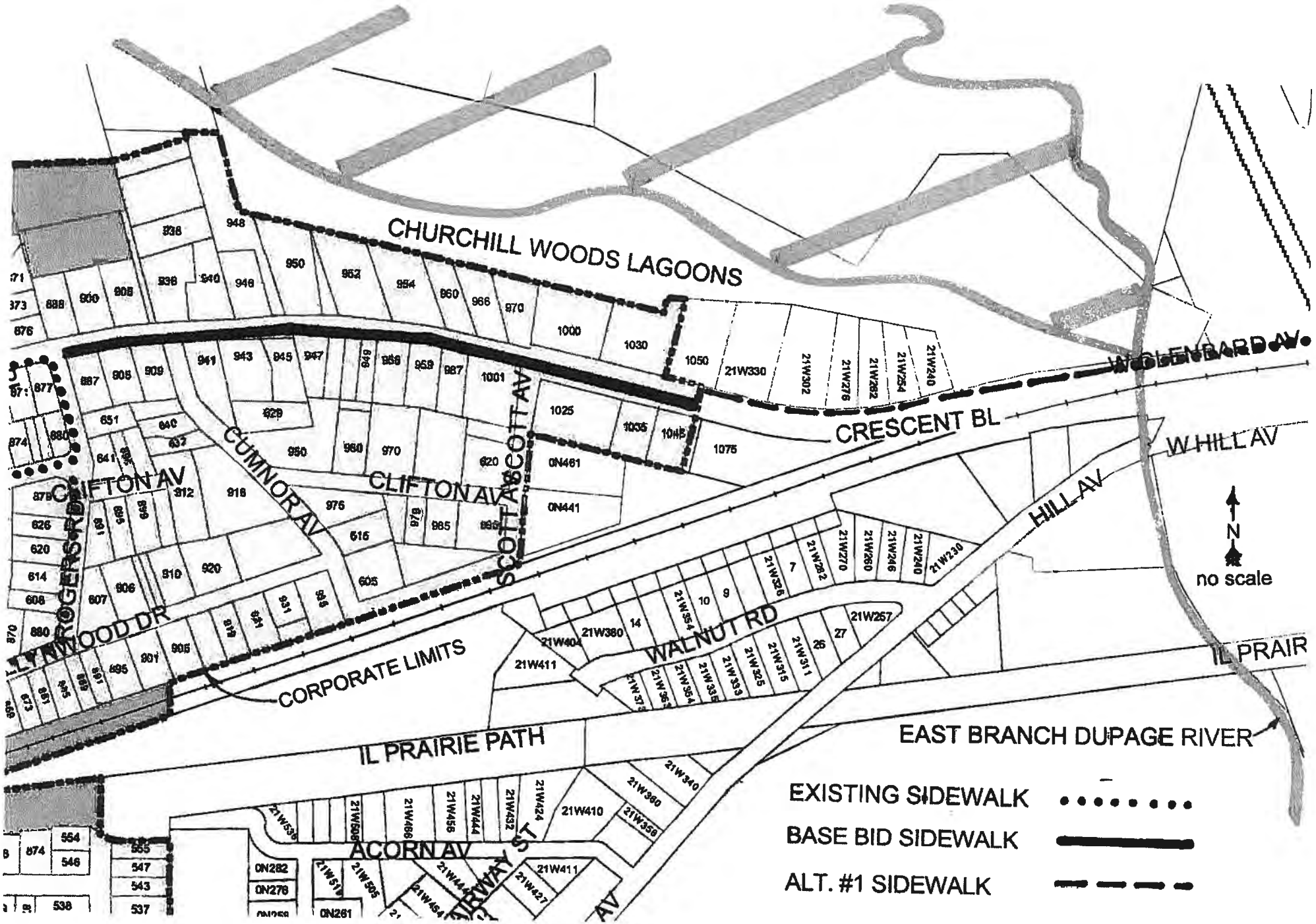
G & M Cement Construction is a general contracting firm that concentrates solely in public sector projects. Recent projects have included infrastructure improvements with a value of $500,000 to over $1,500,000 in Lincolnshire, Lombard, Elgin, Rolling Meadows, LaGrange Park and Western Springs. The firm is capable of performing the project in accordance with the project plans and specifications.

Recommendation: A construction contract award to G & M Cement Construction of Addison, with project funding (including a 5% contingency) in the amount of **$215,000** is recommended. Funds should be taken from the FY13 Capital Projects fund, Account No. 40000-580115. The Project Number for the Crescent Boulevard Sidewalk Extension Project is 11001.

ATTACHMENTS

1. Crescent Boulevard Sidewalk Extension Project Area Map

cc: Kristen Schrader, Assistant to the Village Manager – Administration
Jeff Perrigo, Civil Engineer



CRESCENT BOULEVARD SIDEWALK EXTENSIONS EAST OF ROGER ROAD

A-8

MEMORANDUM

TO: Village President and Village Board

FROM: Mark Franz, Village Manager

DATE: September 19, 2012

RE: Haggerty Chevrolet Development Agreement

Background

Over the last year, Village Management has been discussing the possibility of entering into a development agreement to assist with the renovation project at Haggerty Chevrolet of Glen Ellyn located at 300 Roosevelt Road. The owner, Jerry Haggerty, has operated this business in the community for decades and has felt the ups and downs of the auto industry over the last five years. Haggerty Chevrolet is an important business in the community as it anchors a key corner on the Roosevelt Road commercial corridor and provides considerable sales and property taxes to the community.

The initial request was received in early 2011. The request is based on the fact that General Motors is mandating "image enhancement" at each of its dealerships. If dealerships do not comply with these required building and site improvements, they can eliminate the dealership. Jerry Haggerty has been balancing managing the improvement project, negotiating the development agreement, and running the day to day business over the last 18 months, and is proceeding ahead with the project. The total cost of the project is $1,488,746 which does not include financing costs. He has stated that they cannot afford these improvements without financial assistance from the Village and may be forced to look at other locations if the Village was not able to assist with this project.

Beginning late last year, management discussed with the Finance Commission a potential sales tax rebate agreement and its potential impact to the Village. The informational packet forwarded to the Finance Commission of that meeting is attached for background information purposes (Attachment C). At that meeting and subsequent meetings, the Finance Commission provided feedback on the ongoing negotiations which continued until an agreement was finalized over the last few months.

Issues

Village staff has met with Jerry Haggerty and his attorney, Patrick Thompson, multiple times to gather additional information and review various incentive arrangements. Mr. Haggerty continued to express that a minimum of $1 million in financial support was necessary in order for him to remain at this location in the Village. The Village countered by offering approximately 50% of the costs and stressed the important of maintaining the existing base of sales tax revenue.

A compromised was finally reached and we have agreed on the following terms of the development agreement. Using the final sales tax revenue data for 2010 (collected in 2011), we have set a total base amount of $224,400 ($207,300 in sales tax revenue plus $17,100 in HRST). The Village agreed to share the sales tax revenues above this base at an 80%-Haggerty/20%-Village split for ten years and then reduce to a 75%-Haggerty/25%-Village split for the last 5 years. Haggerty would likely collect approximately $$856,275 over the 15-year period. We would set a maximum of 15 years or $850,000, whichever occurs first. Please find attached a spreadsheet that reflects this scenario (Attachment A).

After further negotiations, the Development Agreement (Attachment B) has been finalized and includes the following key provisions:

- The Village maintains existing base of $224,400; then splits 80/20 for first 10 years and 75/25 for last five years;
- Commences next year provided all improvements are completed according to their plans (Deadline May 1, 2013);
- 15 year agreement or $850,000 whichever first occurs;
- Haggerty agrees to return 50% of reimbursement if they leave during the first five years of the agreement; and
- If the Village were to increase the Home Rules Sales Tax rate, this increase is not included in the reimbursement.

In addition, management has investigated a number of incentive agreements between municipalities and auto dealers in the Chicagoland area. Attachment D is a survey that was accumulated to assist in our negotiations. It should be noted that Villa Park's agreement is with Jerry Haggerty as well and is a similar agreement, but we understand that the $800,000 reimbursement accounted for the entire improvement project.

The agreement only returns sales tax revenue generated from this business, above the agreed-to base, on a performance-basis, meaning the better they do the greater the reimbursement. With the pending redevelopment on the south side of Roosevelt Rd. and the investment in Haggerty Chevrolet, the Village has taken some important steps in facilitating some vital improvements to this commercial corridor.

Action Requested

Haggerty Chevrolet has been a valuable business in the community for many years. They have provided jobs, substantial sales tax revenue to the Village, and contribute substantial property tax revenue to all taxing bodies. This business has contributed substantially to the success of the Roosevelt Road Corridor. In order to assist Mr. Haggerty in making a substantial investment in his property, we are encouraging the business to grow and remain in the Village for the foreseeable future. We only have to look across the street to see how difficult it is to redevelop auto dealers and the negative impact they have on the surrounding area. If Haggerty Chevrolet would leave, it is a fair to assume that this property would be difficult to redevelop given the current economic climate and the adaptive reuse issues that exist with these properties. Agreeing to a performance based approach, which has limited impact on the Village budget, seems to be a reasonable approach to maintain a critical business. For these reasons, management recommends that the Village Board approve the Development Agreement by and between the Village of Glen Ellyn and Haggerty Chevrolet.

Attachments

- Attachment A – Estimate of Village Sale Tax Revenue and Incremental Sales Tax Revenue
- Attachment B – Development Agreement
- Attachment C – Finance Commission Packet dated 11/18/2011
- Attachment D – (Auto Dealers) Incentive Research Summary

Estimate of Village Sales Tax Revenue and Incremental Sales Tax Revenue

Assume base revenue of $224,400 (sales tax of $207,300 and home rule sales tax of $17,100, the totals for CY2011)

	BASE YEAR	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Sales Tax	207,300	224,547	234,731	239,989	245,363	250,859	256,476	262,220	268,093	274,098	280,236	286,513	292,929	299,490	306,197	313,055
Home Rule Sales Tax	17,100	18,921	25,651	26,226	26,813	27,414	28,027	28,655	29,297	29,953	30,624	31,310	32,011	32,728	33,461	34,210
Total Sales Tax Revenue	224,400	243,467	260,382	266,214	272,175	278,272	284,503	290,875	297,389	304,051	310,859	317,822	324,939	332,217	339,657	347,265
Estimated annual sales tax revenue increase		8.50%	6.95%	2.24%	2.24%	2.24%	2.24%	2.24%	2.24%	2.24%	2.24%	2.24%	2.24%	2.24%	2.24%	2.24%

C. Haggerty to receive 80% of the Revenue base for 10 years, then 75%

		80/20 split										75/25 split				
Haggerty share, annual		15,254	28,786	33,451	38,220	43,098	48,082	53,180	58,391	63,721	69,167	70,067	75,404	80,863	86,443	92,149
Running total for Haggerty		15,254	44,039	77,490	115,710	158,808	206,890	260,070	318,462	382,182	451,350	521,416	596,820	677,683	764,126	856,275

Notes:

Vehicle and parts sales estimates provided by Haggerty, which were used to calculate ST and HRST revenue

Updated 8-10-2012

Attachment B

DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF GLEN ELLYN, ILLINOIS AND HAGGERTY CHEVROLET OF GLEN ELLYN

THIS DEVELOPMENT AGREEMENT is entered into this_____ day of _____ 2012, by and between the Village of Glen Ellyn (the *"Village"),* Illinois, an Illinois municipal corporation, and Jerry Haggerty Chevrolet, Inc. (the *"Company"),* a corporation of the State of Delaware.

PREAMBLES

WHEREAS, the Village of Glen Ellyn, DuPage County, Illinois, is a home rule municipality pursuant to the Illinois Constitution of 1970 and the laws of this State;

WHEREAS, the Village has the power to regulate for the protection of the public health, safety, morals and welfare of its residents and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals;

WHEREAS, the Company is in the business of selling and servicing new and used automobiles including Chevrolet, at a facility in the Village (the *"Dealership")* located at property commonly known as 300 Roosevelt Road and legally described on *Exhibit A* (attached hereto and made a part hereof (the *"Subject Property")* which Dealership has been required to renovate to meet General Motors mandate that all facilities conform to national standards;

WHEREAS, the Company is willing to renovate and remodel its facility at the Subject Property in response to General Motors' mandate thereby permitting the Company to retain its GM dealership by improving its display area and the general appearance of its

entrance and showroom with a goal toward increasing sales and expanding job opportunities;

WHEREAS, the Company has informed the Village that it is able to undertake the complete and extensive improvements of its facility ("*Improvements*"), and the related significant costs all as itemized on *Exhibit B (Haggerty)* attached hereto and made a part hereof, only with financial assistance from the Village;

WHEREAS, the President and Board of Trustees of the Village (the *"Corporate Authorities")* are authorized to enter into economic incentive agreements and share or rebate a portion of the retailers' occupation taxes, use taxes and existing home rule sales and use taxes, *("Sales Taxes"),* generated by the Company's operations;

WHEREAS, the Company will submit plans and specifications for the renovation of the Subject Property (the *"Project")* and will complete the Project in accordance with all applicable Village ordinances (collectively, the *"Legal Requirements")* as necessary; and

WHEREAS, the Corporate Authorities have determined that the provision by the Village to the Company of the assistance hereinafter described and the renovation by the Company of the Subject Property pursuant to this Agreement are in the best interests of the Village and its residents and taxpayers, thereby helping to provide for economic development and job opportunities for the inhabitants of the Village, enhance the tax base of the Village and other taxing districts and add to the welfare and prosperity of the Village and its inhabitants.

NOW, THEREFORE, the parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals.

The Parties agree that all of the recitals contained in the foregoing Preambles are true and correct and are hereby incorporated into this Agreement as though they were fully set forth in this Section 1.

Section 2. Definitions

A. **Agreement.** This Economic Incentive Agreement.

B. **Audit**. The Village may undertake, at the sole cost and expense of the Village, a review of the books and records of the Company, as hereinafter defined by the Financial Consultant for the purpose of making a determination of the amount of Sales Tax the Village should have received under the terms of this Agreement and for the purpose of verifying the Company is in compliance with the terms of this Agreement. In the event that an audit should reveal a reporting error by the Company of $10,000.00 or less, the Company and the Village shall split the cost of the audit. If the error is in an amount of more than $10,000.00, the Company shall pay or reimburse the Village for the full cost of the audit.

C. **Financial Consultant.** The person, firm or corporation and agents thereof authorized by the Village to conduct an Audit of the Business regarding all transactions occurring during any given Sales Tax Year following the date of this Agreement.

D. **Gross Receipts.** The term "Gross Receipts" shall have the same meaning as that which is ascribed to it in the Retailers' Occupation Tax Act.

E. **Home Rule Sales Tax.** The current one percent (1%) sales tax imposed in the Village pursuant to Village's Home Rule Sales Tax Ordinance No. 2004-16 enacted in accordance with the Home Rule Municipal Retailers' Occupation Tax Act (65 ILCS 5/8-11-1) and the Home Rule Municipal Service Occupation Tax Act (65 ILCS 5/8-11-5). Pursuant to the Home Rule Municipal Retailers' Occupation Tax Act, said tax shall not be imposed upon an item of tangible personal property titled or registered with an agency of the State of Illinois and certain other tax exempt entities.

F. **Incremental Sales Tax Revenue**. This includes Municipal Sales Tax and Home Rule Sales Tax, but does not include any increase to the Home Rule Sales Tax rate that may be approved by the Village Board subsequent to this agreement.

G. **Municipal Sales Tax.** That portion or component of the Sales Tax generated by the Business that the Village actually receives from the State of Illinois pursuant to the Village's current Home Rule Sales Tax, the Retailers' Occupation Tax Act, the Service Occupation Tax Act, the Service Use Tax Act, and the Use Tax Act.

H. **Municipal Sales Tax Payment.** The payment to the Company of a portion of the Municipal Sales Tax that the Village is required to make pursuant to Section 3 of this Agreement.

I. **Payment Date.** Within forty-five (45) days after the Company provides documentation of taxes paid for the previous year.

J. **Retailer's Occupation Tax Act.** The Illinois Retailers' Occupation Tax Act, 35 ILCS 120/1 *et seq.*, as the same has been, and may, from time to time hereafter, be amended.

K. **Sales Tax(es).** Any and all taxes imposed and collected by the State of Illinois pursuant to the Home Rule Sales Tax, the Retailer's Occupation Tax Act, the Service Occupation Tax Act, the Service Use Tax Act, or the Use Tax Act.

L. **Sales Tax Year.** Each year, beginning on January 1st, which commences after all of the Improvements have been put in place and inspected and certified to have been completed by the Village as specified in Section 3(B).

M. **Service Occupation Tax Act.** The Illinois Service Occupation Tax Act, 35 ILCS 115/1 *et seq.*, as the same has been, and may, from time to time hereafter, be amended.

N. **Service Use Tax Act.** The Illinois Service Use Tax Act, 35 ILCS 110/*1 et seq.*, as the same has been, and may, from time to time hereafter, be amended.

O. **Use Tax Act.** The Illinois Use Tax Act, 35 ILCS 105/1 *et seq.*, as the same has been, and may, from time to time hereafter, be amended.

P. **Base Sales Tax Revenue**. Base Sales Tax Revenue shall mean Two Hundred Twenty Four Thousand and Four Hundred Dollars ($224,400.00).

Section 3. Economic Incentives

A. It is understood by the parties and declared by the Village that the remodeling and continued operation of the Chevrolet motor vehicle dealership by the Company will generate a substantial level of Incremental Sales Tax Revenue not ordinarily realized by a business use. The Company represents, warrants and covenants that the Company will comply in all respects with Retailers' Occupation Tax Act, as amended (35 ILCS 120/1 *et seq.* (2010)).

B. The rebate under the Term of this Agreement shall commence as of the January 1, 2013 provided that improvements are completed and inspected by the Village, and found to have been built in accordance with Village Ordinance #6035 and Exhibit "B" attached hereto, by May 1, 2013 and all payments shall expire upon the earlier of: (i) payment by the Village of the total amount to be rebated under Section 3.C.; or (ii) fifteen (15) years.

C. Sales Tax Rebate

1. The Village shall rebate a portion of the Incremental Sales Tax Revenue on an annual basis, with payment due within forty-five (45) days after the Company provides documentation of taxes paid for the previous year.

2. The amount rebated to the Company shall be as follows: (a) for years 1 through 10 of this Agreement – eighty percent (80%) of the amount of the Incremental Sales Tax Revenue in excess of the Base Sales Tax Revenue generated by the Company and received by the Village as further limited herein; and (b) for years 11 through 15 of this Agreement – seventy-five percent (75%) of the amount of the Incremental Sales Tax Revenue in excess of the Base Sales Tax Revenue

generated by the Company and received by the Village as further limited herein. The total amount rebated to the Company shall not exceed Eight Hundred Fifty Thousand Dollars ($850,000.00) (the "Aggregate Rebate Limit") during the entire term of this Agreement.

D. By entering into this agreement, the Company agrees not to relocate this business outside of Glen Ellyn during the first five years of this Agreement. If they relocate during the first five years of this agreement, the Company will reimburse the Village 50% of incentives reimbursements received to date.

Section 4. Sales Tax Reports

A. Within forty-five (45) days after the end of each Sales Tax Year Period, Company shall provide the Village with a statement, accompanied by monthly Illinois Department of Revenue returns, requesting reimbursement pursuant to Section 3 of this Agreement. Company shall also maintain and have available for inspection by the Village copies of any and all Retailers' Occupation Tax returns, Sales Tax reports, amendments, proofs of payment or any other Sales Tax Revenue information filed by Company with the State of Illinois or other appropriate governmental entity, which documents will be made available to the Village for purposes of identifying Sales Tax Revenue collected pursuant to this Agreement. Such documents shall be sent to the attention of the Village Manager of the Village. To the extent permitted by law, the Village shall maintain the confidentiality of the information contained in such reports. In addition, prior to any payments to the Company pursuant to this Agreement, the Company shall provide, or cause the Village to be provided with properly executed

authorizations to the State of Illinois granting the Village the right to access the Sales Tax records of the Company. The Company acknowledges and agrees that the provisions of this Agreement shall be a matter of public record, as shall any and all payments made by the Village to the Company pursuant to this Agreement. The Company further covenants and agrees that upon the request of the Village, the Company shall furnish or cause to be furnished such consents or waivers as may reasonably be required by the Local Tax Allocation Division of the Illinois Department of Revenue, including but not limited to, a Consent to Disclosure Statement in form and content satisfactory to the State and the Village, in order to release the above-described Sales Tax information to the Village. The Company agrees and acknowledges that any disbursements of the Village made pursuant to this Agreement can only be made from and to the extent of the data submitted to the State of Illinois in accordance with this Section.

B. In the event that any returns or documentation from the Illinois Department of Revenue are delayed, then the Village may request and the Company shall furnish the Village with executed copies of the monthly returns filed with the Illinois Department of Revenue for the operations of the Company at the Property. Whenever the Village deems it necessary to the fulfillment of this Agreement, the Village shall have the right to conduct an audit of the books and records of the sales, returns and payments of Sales Tax relating to the operation of the Company at the Property, upon the giving to the Company reasonable notice, at reasonable times and with payment carried out as set forth in the definition of the word Audit in Section 2.

Section 5. Reimbursement Mechanism

The Village shall remit in full to the Company, or its designee, the pro rata share of the Incremental Sales Tax Revenue to which the Company is entitled as determined in Section 3.C., *supra.* The Village shall be liable to the Company for disbursement of monies hereunder only to the extent of the Sales Tax Revenue generated by the Company by virtue of the Development and actually received by the Village from the Illinois Department of Revenue or other applicable governmental agency or body. Any payments due the Company pursuant to this Agreement shall be reduced by an amount equal to all collection fees imposed upon the Village by the State of Illinois or the Illinois Department of Revenue or other applicable governmental agency or body, for collection of Sales Tax Revenue generated by the Development.

Section 6. Term of the Agreement

Unless earlier terminated pursuant to Section 14, the term of this agreement shall commence on the date of execution and end on January 1, 2029 which includes final payment for 2028 calendar year.

Section 7. Assignment

This Agreement may be assigned by the Company with the prior written consent of the Village, which consent shall not be unreasonably withheld. Upon approval by the Village to a successor, assignee, Company shall be released from this Agreement notwithstanding anything to the contrary in the foregoing except for its obligations under Section 3-D.

Section 8. Company Indemnification

The Company shall indemnify and hold harmless the Village, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly pertaining to the Subject Property from the failure of the Company or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Company) to timely pay any contractor, subcontractor, laborer or material man; from any default or breach of the terms of this Agreement by the Company; or, from any negligence or reckless or willful misconduct of the Company or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Company). The Company shall, at its own cost and expense, appear, defend and pay all reasonable charges of attorneys, costs and other expenses arising there from or incurred in connection therewith. If any judgment shall be rendered against the Village, its agents, officers, officials or employees in any such action, the Company shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the Village or any of its officers, agents, employees or contractors.

Section 9. Waiver

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving

such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

Section 10. Severability

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 11. Notices

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows, but with the parties being able to substitute in writing substitutions, from time-to-time:

To the Company:
Jerry Haggerty Chevrolet
300 West Roosevelt Road
Glen Ellyn, Illinois 60181
Attention: Jerry Haggerty

With a copy to:
Patrick D. Thompson

Burke, Warren, MacKay & Serritella, P.C.
333 North Wabash Avenue, 22nd Floor
Chicago, Illinois 60611

To the Village:
Village Manager
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137

With a copy to:
Ancel Glink, Diamond, Bush,
DiCianni & Krafthefer, P.C.
140 South Dearborn Street
Chicago, Illinois 60603

Section 12. No Joint Venture, Agency or Partnership Created

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 13. Governing Law

This Agreement shall be taken and deemed to have been fully executed, made by the parties, in and governed by the laws of the State of Illinois for all purposes and intents.

Section 14. Remedies – Liability

A. If, in the Village's judgment, the Company is in material default of this Agreement, the Village shall provide the Company with a written statement indicating any failure on the Company's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the Village may not exercise any remedies against the Company in connection with such failure

until sixty (60) days after giving such written notice. If such default cannot be cured within such sixty (60) day period, such sixty (60) days period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Company diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Village in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

B. If the Company materially fails to fulfill its obligations under this Agreement after notice is given by the Village and any cure periods described in paragraph 14.A above have expired, the Village may elect to exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement.

C. If, in the Company's judgment, the Village is in material default of this Agreement, the Company shall provide the Village with a written statement indicating in adequate detail any failure on the Village's part to fulfill its obligations under this Agreement. The Company may not exercise any remedies against the Village in connection with such failure until sixty (60) days after giving such notice. If such default cannot be cured within such sixty (60) day period, such sixty (60) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Village

diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. Any failure or delay by the Company in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

D. In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance; provided, however, no recourse under or upon any obligation contained herein or for any claim based thereon shall be had against the Village, its officers, agents, attorneys, representatives or employees in any amount or in excess of any specific sum agreed to be paid by the Village hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the Village, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the Village to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. Notwithstanding the foregoing, in the event either party shall institute legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the prevailing party shall be entitled to recover all costs and

expenses, including reasonable attorneys' fees, incurred in connection with such action.

E. The rights and remedies of the parties are cumulative and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Illinois. Any legal proceedings shall be commenced in the Circuit Court of DuPage County.

Section 15. Force Majeure

Performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes or lack of transportations. An extension of time for any such cause shall be for the period of the delay, which period shall commence to run from the time of the commencement of the cause, provided that written notice by the party claiming such extension is sent to the other party not more than thirty (30) days after the commencement of the cause or not more than thirty (30) days after the party claiming such extensions could have first reasonably recognize the commencement of the cause, whichever is later.

Section 16. Amendment

This Agreement, and any exhibits attached to this Agreement, may be amended only

in a writing signed by all parties with the adoption of any ordinance or resolution of the Village approving said amendment, as provided by law, and by execution of said amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof.

Section 17. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Glen Ellyn, Illinois.

Village of Glen Ellyn, an Illinois municipal Corporation

By:_____
Village President

Jerry Haggerty Chevrolet, Inc., a Delaware Corporation

By:_____
President

*Attest:*_____
Secretary

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:
LOTS 21(EXCEPT THE SOUTH 5 FEET THEREOF) AND 22 (EXCEPT THE SOUTH 5 FEET THEREOF) BLOCK 15 IN GLEN ELLYN MANOR, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER (EXCEPT THE WEST 13 AND 15 100 CHAINS THEREOF) OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1922 AS DOCUMENT 153289, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:
LOTS 7, 8, 9, 10, 11, 12, 13, 16, 17, 18, 19 (EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT FOR A POINT OF BEGINNING; THENCE NORTH 0 DEGREES 04 MINUTES 13 SECONDS WEST 30.0 FEET, TO A POINT ON THE EAST LINE OF SAID LOT MONUMENTED BY A ILLNOIS DEPARTMENT OF TRANSPORATION, DIVISION OF HIGHWAYS SURVEY MARKER; THENCE SOUTH 44 DEGREES, 13 MINUTES, 17 SECONDS WEST 35.79 FEET TO A POINT MONUMENTED BY AN ILLINOIS DEPARTMENT OF TRANSPORTATION , DIVISION OF HIGHWAYS SURVEY MARKER; THENCE SOUTH 88 DEGREES 30 MINUTES 47 SECONDS WEST 25 FEET TO THE WEST LINE OF SAID LOT; THENCE SOUTHERLY ALONG SAID WEST LINE 5.0 FEET TO THE SOUTHWEST CORNER OF SAID LOT 19; THENCE EASTERLY ALONG THE SOUTHLINE OF SAID LOT 50 FEET TO THE POINT OF BEGINNING), 20 (EXCEPT THE SOUTHERLY 5 FEET THEREOF), 21 (EXCEPT THE SOUTHERLY 5 FEET THEREOF), 22 (EXCEPT THE SOUTHERLY 5 FEET THEREOF), 23 (EXCEPT THE SOUTHERLY 5 FEET THEREOF), 24, 25, 26, 28, 29, 30, 31, 32, 33, 34 AND 35 IN BLOCK 14 AND LOTS 7, 8, 9, 10, 11, 12, 13, 17, 18, 19 (EXCEPT THE SOUTHERLY 5 FEET THEREOF), 20 (EXCEPT THE SOUTHERLY 5 FEET THEREOF), 25, 26, 27, 28 AND 30 IN BLOCK 15 IN GLEN ELLYN MANOR, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1922 AS DOCUMENT 153289, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:
VACATED KENILWORTH, LYING WEST OF THE AND ADJOINING LOTS 23, 24 AND 25 IN BLOCK 14, AND LYING EAST OF THE AND ADJOINING LOTS 17, 18 AND 19 IN BLOCK 15 IN GLEN ELLYN MANOR, BEING A SUBIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1922 AS DOCUMENT 153289, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4:
THE EAST 35.3 FEET OF THAT PART OF THE VACATED OTT STREET, LYING WEST OF AND ADJOINING LOTS 25, 26, 27 AND 28 IN BLOCK 15 IN GLEN ELLYN MANOR, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1922 AS DOCUMENT 1532897, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.s: 05-15-418-047, 05-15-418-048, 05-15-418-049, 05-15-419-030, 05-15-419-044 and 05-15-519-045

EXHIBIT B

All of the Improvements Shown On Exhibit "B" Must Be Completed And Approved As Being In Compliance With This Exhibit And Village Ordinances For The Commence Date To Be Triggered. Those Improvements Are:

EXHIBIT B

JERRY HAGGERTY CHEVROLET

300 W. ROOSEVELT ROAD
GLEN ELLYN , ILLINOIS 60137

DIVISION	SECTION	ITEM	AMOUNT
DIVISION 1		GENERAL REQUIREMENTS	
		Testing	Allowance
		Survey/Layout	In GC's
DIVISION 2		SITE WORK	
	2050	Demolition	$ 18,500
	2200	Earthwork	In 3300
	2511	Asphaltic Paving	$ 2,000
	2512	Sitework Concrete	In 3300
DIVISION 3		CONCRETE	
	3300	Cast-In-Place Concrete	$ 17,256
DIVISION 4		MASONRY	
	4200	Masonry	$ 6,950
DIVISION 5		METALS	
	5100	Structural Steel/Fabrications	$ 10,380
DIVISION 6		WOODS AND PLASTICS	
	6100	Rough Carpentry	$ 132,000
	6200	Finish Carpentry	In 6100
	6400	Architectural Woodwork Millwork	$ 29,256
DIVISION 7		THERMAL AND MOISTURE PROTECTION	
	7200	Insulation	In 6100
	7240	E.I.F.S.	In GC's
	7420	Aluminum Composite Metal Panel System	$ 135,539
	7530	Single Ply roofing	$ 15,375
	7620	Metal Flashing and Trim	In 7420
	7920	Sealants and Caulking	$ 350
DIVISION 8		DOORS AND WINDOWS	
	8110	Hollow Metal Door and Frames	$ 6,200
	8120	Aluminum Doors and Frames	$ 21,500
	8210	Wood Doors	In 8110
	8330	Fast-acting Coiling Door	$ 27,928
	8360	Sectional Overhead Door	$ 4,160
	8710	Furnishing of Finish Hardware	Allowance
	8711	Installation of Finish Hardware	In 6100
	8800	Glazing	In 8120
DIVISION 9		FINISHES	
	9260	Gypsum Board Systems	In 6100
	9310	Porcelain Tile	$ 125,946
	9510	Acoustical Tile Ceilings	In 6100
	9660	Resilient Flooring	In 9680
	9661	Resilient Base	In 9680
	9680	Carpeting	$ 5,675
	9690	Epoxy Flooring	$ 5,929
	9900	Painting	$ 29,960

E. P. Doyle Son, LLC

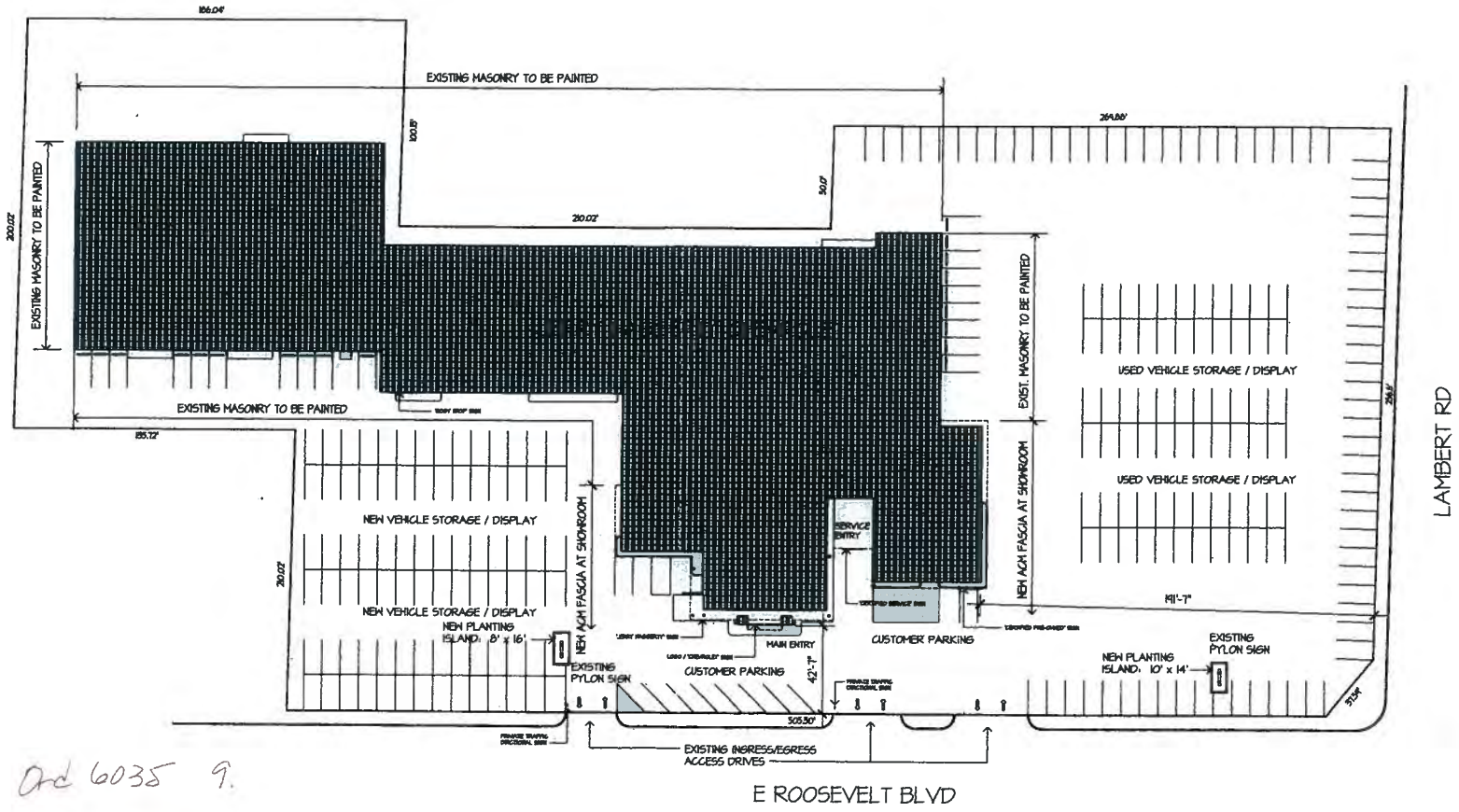
JERRY HAGGERTY CHEVROLET

300 W. ROOSEVELT ROAD
GLEN ELLYN , ILLINOIS 60137

DIVISION	SECTION	ITEM	AMOUNT
DIVISION 10		**SPECIALTIES**	
	10155	Toilet Partitions	$ 2,100
	10522	Fire Extinguishers	None
	10800	Toilet Accessories	$ 4,575
DIVISION 11		**Equipment**	
	11142	Car Wash Equipment	$ 63,000
DIVISION 12		**Furnishings/Finishes**	
	12620	Office/Sales Furniture and Millwork	$ 90,000
DIVISION 15		**MECHAINCAL**	
	15100	Fire Protection	$ 18,250
	15300	Plumbing	$ 9,500
	15500	HVAC	$ 61,213
DIVISION 16		**ELECTRICAL**	
	16000	Electrical	$ 265,000
		ADDITIONAL ITEMS	
		Allowances	$ 18,000
		Private Utility Connection Fee Allowance	$ 30,000
		Generator - Unit Cost	$ 102,000
		Masonry Patching/Prepping Allowance	$ 30,000
		Low Voltage - Phone and Data Wiring	$ 20,000
		Signage	$ 35,000
		Miscellaneous GM Cabinets/Components	$ 10,000
		Permit Allowance	$ 15,000
		General Conditions and Miscellaneous Contracts	$ 74,735
		Overhead and Profit	$ 45,469
		TOTAL BID	**$ 1,488,746**

RECEIVED
MAY 01 2012
PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN

Ord. 6035
8.



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PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN

GROSS SITE AREA: 169,829 SQ. FT.

SITE PLAN
SCALE: 1" = 20'-0"

Smith, Stephens & Luedtke ARCHITECTS, INC

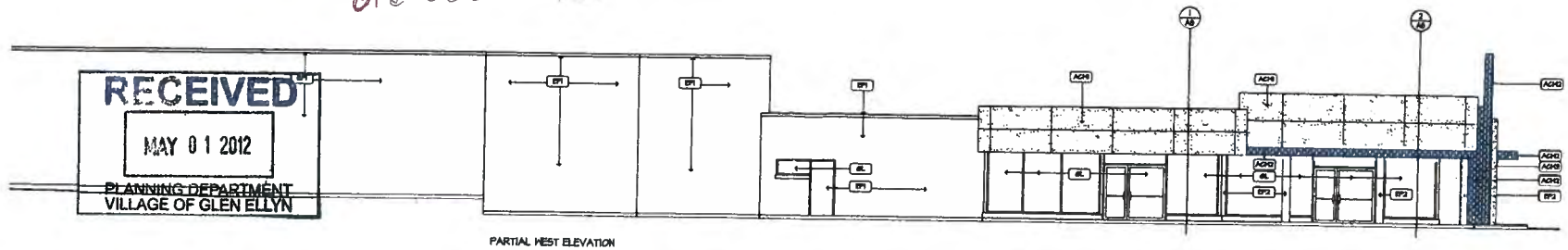
REMODELING FOR HAGGERTY CHEVROLET
300 N. ROOSEVELT ROAD
GLEN ELLYN, ILLINOIS 60137

Job Number: 804
Job Date: APR. 26, 2012

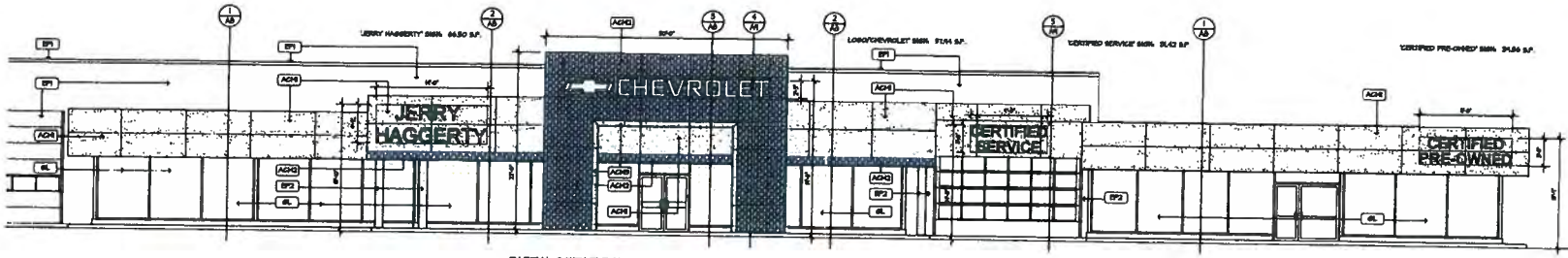
Sheet Number: 1

Ord 6035 10.

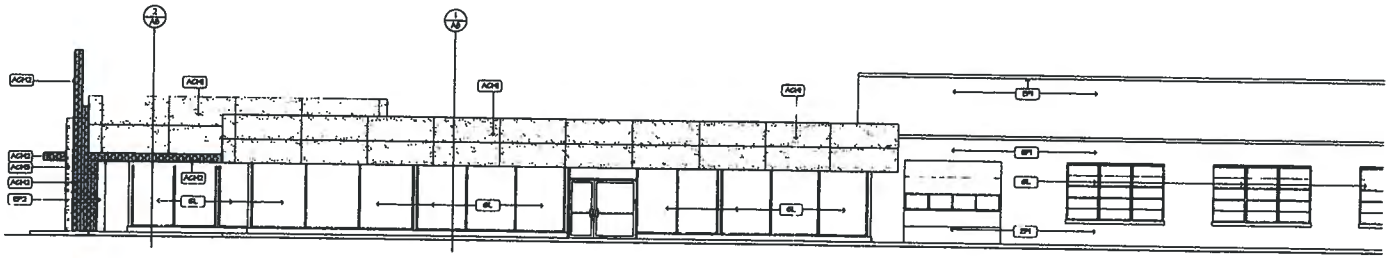
RECEIVED
MAY 01 2012
PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN



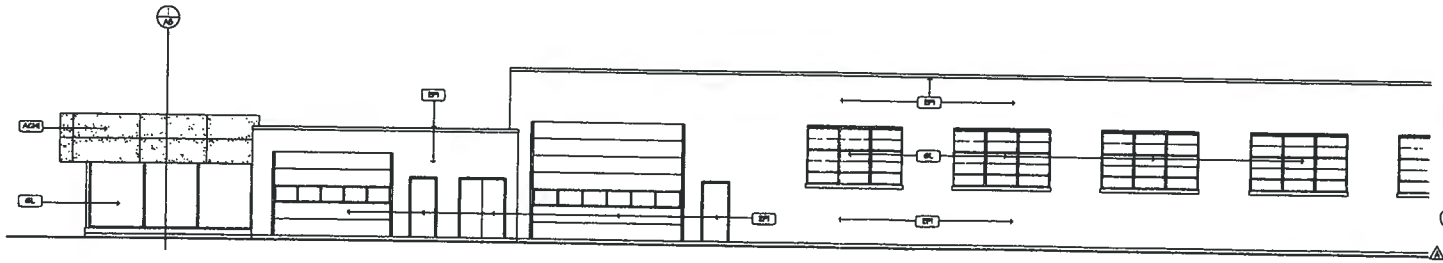
PARTIAL WEST ELEVATION
SCALE 1/8" = 1'-0"



PARTIAL SOUTH ELEVATION
SCALE 1/8" = 1'-0"



PARTIAL EAST ELEVATION
SCALE 1/8" = 1'-0"



PARTIAL NORTH ELEVATION
SCALE 1/8" = 1'-0"

SIGNAGE CALCULATIONS

SIGN	HEIGHT	LENGTH	TOTAL
'JERRY HAGGERTY'	4'-0"	14'-0"	56.50 SQ. FT.
LOGO / 'CHEVROLET'	3'-0"	23'-0"	71.44 SQ. FT.
'CERTIFIED SERVICE'	3'-0"	4'-0"	21.42 SQ. FT.
'CERTIFIED PRE-OWNED'	3'-0"	5'-0"	21.00 SQ. FT.
TOTAL AREA OF SIGNAGE			170.32 SQ. FT.

ELEVATION MATERIAL LEGEND

ACM	ACM - ALPOLIC FINISH: MIRO SERIES STYLE: MIRO MIRROR COLOR: TBD - SILVER ALUMINUM METALLIC
ACM2	ACM - ALPOLIC FINISH: MIRO SERIES STYLE: MIRO MIRROR COLOR: CHEVROLET BLUE (COLOR TO MATCH PMS 300)
ACM3	ACM - ALPOLIC FINISH: MIRO SERIES STYLE: MIRO MIRROR COLOR: WHITE ALUMINUM BRUSHED FINISH ALUMINUM
EP1	PTD - BENJAMIN MOORE COLOR: TBD - AS PER OWNER FINISH: EXTERIOR GRADE
EP2	PTD - BENJAMIN MOORE COLOR: 2020-10 DEEPER SKY BLUE FINISH: EXTERIOR GRADE
GL	TINTED GLAZING AND FRAMING IN BRONZE. ALL GLAZING ASSEMBLY FRAMING IS CLEAR ANODIZED AND TO MATCH AS IS. ALL GLAZING SHALL PASSIVE TO BE PAINTED 'EP1' SEE NOTE 3 BELOW.

ELEVATION NOTES

1. PRIMER CONTAINS MORE PIGMENT BY A SMALL NON-FACTORED AMOUNT THAN NEEDED FOR HIDING, FINISH COAT, AND ADDED TO ENSURE LONG TERM REFLECTION AND TINTING. HOWEVER DUE TO VARIOUS PERFORMANCE CRITERIA ISSUED BY MANUFACTURER PRIMER SHOULD NOT BE USED AS FINISH COAT.
2. SOME EXTERIOR PORTIONS OF BUILDING FAILURE TO BE PAINTED. THIS INCLUDES, BUT IS NOT LIMITED TO, THE FOLLOWING: EXPOSED, NON-ANNO FINISH SYSTEM (EIFS) FACE STOCK, CONCRETE PRODUCT, STONE SILLS, ALUMINUM COPING, FOUNTAIN, DOORS AND FRAMES, ELECTRICAL OVERHEAD DOORS, STEEL MEDIUM, AS PER LABEL.
3. ALL GLAZING SHALL BE TINTED BRONZE TO BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO ORDERING AS REQUIRED UNDER ON SCHEDULE OF WORK.

ADDENDUM 1 SEP. 11, 2012

Smith, Stephens & Luedtke ARCHITECTS, INC
17W681 14th Street, Suite 1 | Oakbrook Terrace, IL 60181 | Phone: 630-833-3330 | Fax: 630-833-3331

Job Name: REMODELING FOR HAGGERTY CHEVROLET
300 N. ROOSEVELT ROAD
GLEN ELLYN, ILLINOIS 60137

Sheet Number: A7

Job Number: 1124
Job Date: AUG. 29, 2012

1 of 12 sheets

SIGN TABLE

- ALL EXISTING AND PROPOSED SIGNS –

Conforms

Key Words Yes/No	Height	Size	Sq. Ft.	Existing or Proposed	Type as per Village Sign Code*	Village Sign Code
Neon Chevrolet Bowtie	15'	13' x 5' =	65	Existing*	P	
"Body Shop"	17'	13' x 2' =	26	Existing	I	
"GEO"	14'	7' x 2' =	14	Existing*	I	
"TRUCKS"	14'	10' x 2' =	20	Existing*	I	
Freestanding Chevrolet sign	31'	11' x 11' =	121	Existing	P	
Freestanding Certified Used	31'	11' x 11' =	121	Existing	P	
Logo/"CHEVROLET"	22'	2'3" x 259" =	58	Proposed	P	
"JERRY HAGGERTY"	15'10"	2'14" x 814" =	51	Proposed	P	
"CERTIFIED SERVICE	14'3"	1'6" 1'11" x 9'8" 8' =	30	Proposed	I	
"CERTIFIED PRE-OWNED"	13'7"	1'11" 1'6" x 9'8" 11'8" =	36	Proposed	I	

LOCATE ALL SIGNS (Existing & Proposed) ON ATTACHED SITE PLAN AND A FAÇADE DRAWING.

***Primary = P**

Shopping Center = SC

Incidental = I

Other = O – Identify as per the Village Sign Code

RECEIVED
MAY 01 2012
PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN

* Removed/To be Removed

Ord 6035 11.

SIGN TABLE

- ALL EXISTING AND PROPOSED SIGNS –

Conforms

Key Words Yes/No	Height	Size	Sq. Ft.	Existing or Proposed	Type as per Village Sign Code*	Village Sign Code
"CERTIFIED SERVICE"		' x ' =				
Directional Sign	4'	1'4" x 4'5" =	6.1	Proposed	I	
"BODY SHOP"		' x ' =				
Directional Sign	4'	1'4" x 4'5" =	6.1	Proposed	I	
		' x ' =				
		' x ' =				
		' x ' =				
		' x ' =				
		' x ' =				
		' x ' =				

LOCATE ALL SIGNS (Existing & Proposed) ON ATTACHED SITE PLAN AND A FAÇADE DRAWING.

***Primary = P**

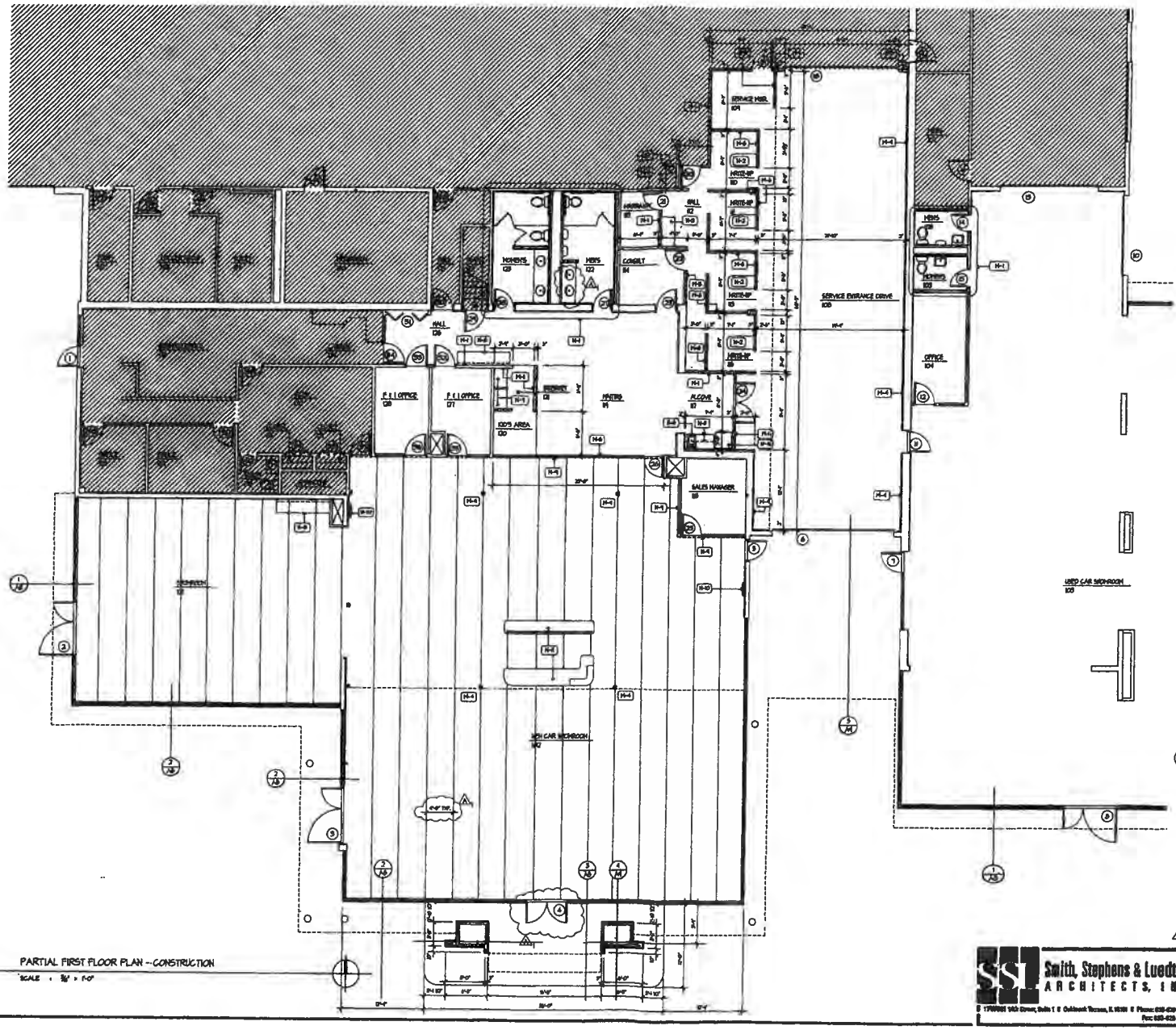
Shopping Center = SC

Incidental = I

Other = O – Identify as per the Village Sign Code

RECEIVED
MAY 01 2012
PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN

Ord. 6035
11.



PARTIAL FIRST FLOOR PLAN -- CONSTRUCTION

SCALE : 3/32" = 1'-0"

GENERAL CONSTRUCTION NOTES

1. ALL WORK, MATERIALS AND METHODS SHALL BE IN CONFORMANCE WITH THE CODES, ORDINANCES AND REGULATIONS OF ALL GOVERNMENTAL AGENCIES HAVING JURISDICTION AT THE PROJECT LOCATION.
2. UNLESS OTHERWISE INDICATED IN THE CONSTRUCTION DOCUMENTS AS BEING NOT IN CONTRACT SHALL I.E. OWNER, ALL WORK, MATERIALS AND INSTALLATION OF SAME, ARE PART OF THE CONTRACT AS REFERED TO IN CONSTRUCTION DOCUMENTS. THE CONTRACTORS SHALL PROVIDE AND INSTALL ALL ACCESSORIES, EQUIPMENT AND APPURTENANCES REQUIRED FOR THE WORK DESCRIBED OR INDICATED.
3. EACH CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND SHOWING CONDITIONS BEFORE COMMENCING WORK. REPORT ANY DISCREPANCIES AMONG PERMITS, TRUSSLINE TO THE ARCHITECT PRIOR TO PROCEEDING WITH AFFECTED WORK.
4. ALL FURNISHED MATERIALS SHALL BE INSTALLED, LABELED, AND MAINTAINED IN ACCORDANCE WITH MANUFACTURER'S DIRECTIONS. THE CONTRACTOR OR THE SUBCONTRACTOR SHALL PROVIDER THERE ARE ERRORS OR OMISSIONS REVIEWING THE SUBMITTED DRAWINGS. ALL REFERENCES OF PATTERN THE GENERAL CONSTRUCTION SHALL BE PERFORMED AND APPROVED FOR ASSEMBLIES.
5. ALL PERFORMANCES SHOWN ARE SHOPPING SHALL OF SUBSEQUENT SERVICE WITH APPROPRIATE SIMILAR PERSONS. FOR PLUMBING, MECHANICAL, AND ELECTRICAL SYSTEMS.
6. EACH CONTRACTOR IS SOLELY RESPONSIBLE FOR COORDINATION WORK AS VARIOUS SUBCONTRACTORS.
7. IN THE EVENT OF DISCREPANCIES BETWEEN AND DRAWINGS AND/OR SPECIFICATIONS, THE MORE COSTLY OR MORE RESTRICTIVE CONSTRUCTION SHALL BE ASSUMED THE CONTRACT PROVISIONS OF UNLESS OTHERWISE STATED IN WRITING PRIOR TO THE AWARDING.
8. PROVIDE BLOCKING PROTECTION BETWEEN DISSIMILAR MATERIALS WHERE REQUIRED.
9. KEEP ALL TYPES AS CLOSE TO WALLS AS POSSIBLE UNLESS NOTED OTHERWISE.
10. NO CONNECTIONS SHALL CLOSER THAN ASSURANCE ANY SERVICES, EXCEPT ALLEYS OR AREAS, NO OPENINGS ARE TO BE PLACED OR STORED IN DRIVES, ALLEYS OR WALKS. ALL ITEMS TO BE REMOVED CONVENIENT FROM THE PREMISES.
11. ALL CONTRACTORS ARE REQUIRED TO FINISH ALL CONSTRUCTION ROOMING FOR WORKMANSHIP CRITICAL TO THEIR WORK.
12. CONTRACTORS SHALL FINISHED AND ARE SOLELY RESPONSIBLE FOR LOSS FOR THEFT AND DAMAGES RESPONSIBLE AS NECESSARY AND AS REQUIRED TO THE OTHER, INCLUDED EXTERIOR, MATERIALS AND STORED, DAMAGED, EXISTING WORK, PIECES OF DUST, REMOVABLES, AND THEY SHALL MAY HAVE A CLEAN HOME OF DAMAGE DURING ALL PERIOD OF CONSTRUCTION.
13. ALL CONTRACTORS HIRING IN WORK TO BE EMPLOYED ON OR THE BUILDING PROPERTY SHALL BE REQUIRED TO PROVIDE THE PROPER CERTIFICATES OF INSURANCE TO THE OFFICE OF THE CONSTRUCTION MANAGER. CONTRACTORS ARE REQUIRED TO BE LICENSED AND INSURED AS REQUIRED. ALL LICENSES AND BONDING ARE TO BE INCLUDED IN THE BID FOR THE REQUIREMENTS IN THE SPECIFICATIONS.
14. DIMENSIONS NOTED ON THE ARCHITECTURAL PLANS PLAN DRAWINGS DETAILS AND PREFINISH MACHINERY ARE MINIMUM, DIMENSIONS, DETAILS ARE DESIGNS SHOULD BE REFERRED TO FOR THE EXACT DIMENSIONS. ALL DIMENSIONS WILL NEED TO BE VERIFIED IN THE FIELD.

CONSTRUCTION FLOOR PLAN NOTES

- N-1 SEE ENLARGED FLOOR PLAN ON SHEET A2.
- N-2 LAMINATED PLASTIC BOOKMATCHED CABINET, CORNER 107, AND FURNISH. SEE ELEVATION AND DETAIL FOR ADDITIONAL INFORMATION.
- N-3 LAMINATED PLASTIC SHOE LADDER AND COUNTER 107. SEE ELEVATIONS AND DETAILS FOR ADDITIONAL INFORMATION.
- N-4 VISIONS PHONE BY OWNER.
- N-5 LAMINATED PLASTIC SHOE CABINETS, UPPER CABINETS, AND SERVICE CONTINUOUS CORNER TOP. SEE ELEVATIONS AND DETAILS FOR ADDITIONAL INFORMATION.
- N-6 SINGLE BOWL, STAINLESS STEEL SINK. SEE PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.
- N-7 SERVICE COMPOSITE MONOCHROMED CORNER TOP. SEE ELEVATIONS AND DETAILS FOR ADDITIONAL INFORMATION.
- N-8 LAMINATED PLASTIC "METAL FINISH" LADDER AND GLAZ WALL FINISH. SEAT WALL TO BE SUPPLIED BY OWNER AND INSTALLED BY GENERAL CONTRACTOR. SEE ELEVATIONS AND DETAILS FOR ADDITIONAL INFORMATION.
- N-9 24" HIGH OPEN FRAME SERVICE APPLIER AT THE TOP FACE OF THE WALL ABOVE ALL NEW AND EXISTING REINFORCED LIGHT FINISH, SERVICE TO BE SUPPLIED BY OWNER AND INSTALLED BY GENERAL CONTRACTOR.
- N-10 WALL MOUNTED, FRAMED-BACKED MERCHANDISE LOAD SCREEN. SCREEN TO BE SUPPLIED BY OWNER AND INSTALLED BY GENERAL CONTRACTOR.
- N-11 LAMINATED PLASTIC, FROSTED ACRYLIC, AND POWDER COAT METAL RECEPTION DESK. SEE ELEVATIONS AND DETAILS FOR ADDITIONAL INFORMATION.

WALL TYPE LEGEND

- W-1 5/8" FIRECODE GYPSUM BOARD ON EXPOSED FACE AT 3/4" x 3/4" METAL STUDS SPACED AT 16" O.C. SEE STUDS AND GYPSUM BOARD FULL HEIGHT AND SECURE TO CONCRETE FLOOR REMOVING ABOVE. FINISHED AND 8" PLATES AT 2" BOARD ATTENUATION BATT INSULATION FULL HEIGHT OF WALL.
- W-1.1 SEE NOTE 1
- W-2 5/8" FIRECODE GYPSUM BOARD ON EXPOSED FACE OF 3/4" x 3/4" METAL STUDS SPACED AT 16" O.C. FROM FLOOR TO CEILING. SEE GYPSUM BOARD AT 3/4" ABOVE FINISH CEILING.
- W-3 5/8" FIRECODE GYPSUM BOARD EXPOSED FACE AT 3/4" x 3/4" METAL STUDS SPACED AT 16" O.C. FROM STUDS AND GYPSUM BOARD 6" ABOVE FINISH CEILING.
- W-4 FILL OF EXISTING CONCRETE FRAMES AND REMOVAL PROCESS WITH CONCRETE MASONRY UNITS ASSEMBLED TO MATCH EXISTING. TEXTURE AS MATCH AND EXISTING ADJACENT CONSTRUCTION TO REMAIN.
- W-5 EXISTING MASONRY AND ALUMINUM FRAME AND 24" TEMPERED GLASS. REMOVE WALL CONSTRUCTION ABOVE AND BELOW REMOVE SPACE TO SMALL TYPE W-1. SILL OF FRAMES TO BE SET AT 3'-0" AFF. HEAD OF FRAMES TO BE SET AT 7'-0" AFF.

1 ADDENDUM 4 SEP. 14, 2018

Smith, Stephens & Luedtke ARCHITECTS, INC	Job Name: REMODELING FOR HAGGERTY CHEVROLET 300 N. ROOSEVELT ROAD GLEN ELLYN, ILLINOIS 60137	Sheet Number: A4
17W060 Butterfield Road, Suite 1 • Oakbrook Terrace, IL 60181 • Phone: 630-629-2000 • Fax: 630-629-2001	Job Number: 1804 Job Date: AUG. 24, 2018	4 of 12 sheets

Attachment C

MEMORANDUM

TO: Chairman Parker and Members of the Finance Commission

FROM: Staci Hulseberg, Director of Planning and Development

DATE: November 18, 2011

RE: Haggerty Chevrolet Financial Incentive Request

Background

The attached memorandum (Attachment A), to Terry Burghard dated January 7, 2011 provides background information related to the above-referenced incentive request. In short, General Motors is mandating specific physical improvements to the interior and exterior of all existing dealership buildings. If Jerry Haggerty Chevrolet fails to make these improvements, they will no longer be able to maintain their dealership with the General Motors Corporation. Jerry Haggerty has indicated that without financial assistance from the Village, he will not be able to make the required improvements and retain the business at its current location. Copies of the proposed color rendered elevation, site plan, floor plan and architectural elevation are attached to this memorandum (Attachment B).

The current estimate to complete the required improvements is $1.6 million (Attachment C). Based on information we received from the Illinois Department of Revenue (Attachment D), the Village collected $244,000 in sales taxes from Haggerty for the year 2010. For your information, Finance Director Wachtel has compiled the historical sales tax collection data into a chart which is reflected on Attachment E. We have not received any sales tax information for the year 2011. The Village began collecting Home Rule Sales Taxes (HRST) in late 2009. While new and used vehicle sales are exempt from the HRST, vehicle parts are not. An analysis of the HRST data shows that over a 16-month timeframe, parts have represented approximately 7% of the total sales tax amount collected for the property (Attachment E).

Haggerty Chevrolet anticipates a continued increase in sales tax revenue in future years due to the elimination of nearby General Motor dealerships and the resulting increase in market share. Jerry indicates that his internet sales have increased so substantially in recent years that they comprise 90% of his new and used car sales. Using sales projection information data provided by Haggerty Chevrolet, Finance Director Wachtel has prepared two possible revenue projection scenarios for 10 years into the future, (Attachment F).

Jerry Haggerty has requested a minimum of $1 million in financial assistance from the Village of Glen Ellyn. While Jerry would prefer to receive this assistance in an up-front lump sum, we have explained that it would be necessary for the Village to reimburse the dealership through a sales tax rebate over a period of time. Jerry has requested that the reimbursement period be as brief as possible.

Issues

In addition to being a significant contributor to Village sales tax revenue, Jerry Haggerty Chevrolet has been a committed and valued member of the Glen Ellyn business community for over 23 years. It would be in the Village's best interest to retain this business within our corporate limits if possible.

In considering any type of sales tax rebate, it would be important for the Village to maintain, at a minimum, the amount of sales tax that we have collected in recent years as a base. We could consider sharing a portion, or all, of any amount above this base.

As additional information, we surveyed other communities to determine what financial incentive arrangements were adopted by other municipalities with automobile dealerships. The survey results are included in the attached chart (Attachment G). As you will see, the incentive agreements and terms vary widely. Generally, existing dealerships have received a financial incentive when they were expanding or increasing their business in a way that would increase overall sales and revenues to the municipality. A common school of thought is that municipalities can share with expanding dealerships a portion of any additional revenue above and beyond historically generated sales taxes.

Recommendation

Jerry Haggerty has indicated that a sales tax rebate term of 15 or 20 years is too lengthy. While a longer term is generally more desirable to municipalities, we could consider a 10-year term. Attachment F estimates that the Village would receive between $660,000 and $700,000 above the base amount of sales tax revenues collected in 2012 over a 10-year period.

In order to assist Haggerty Chevrolet with the improvements mandated by General Motors, the Village could consider sharing 100% of the sales tax revenues over the base sales tax amount up to a maximum of $700,000 or 10 years, whichever comes first.

Action Requested

We are seeking input from the Finance Commission regarding a potential sales tax sharing arrangement with Haggerty Chevrolet.

Attachments

- Attachment A - Memorandum to Terry Burghard dated January 7, 2011
- Attachment B – Proposed Plans
- Attachment C – Preliminary Budget Summary – Project Estimate
- Attachment D – IDNR Revenue Reports
- Attachment E – Haggerty Historical Sales Tax Revenues (Including HRST)
- Attachment F - Haggerty Sales Tax Projections
- Attachment G – Community Survey of Car Dealership Incentive Agreements

C: Mark Franz, Village Manager
Kevin Wachtel, Finance Director

ATTACHMENT A

PLANNING & DEVELOPMENT DEPARTMENT
INTEROFFICE MEMORANDUM

TO: Terry Burghard, Interim Village Manager

FROM: Staci Hulseberg, Director of Planning and Development

DATE: January 7, 2011

SUBJECT: Haggerty Chevrolet

Please see the attached letter from Jerry Haggerty of Haggerty Chevrolet. In this letter, he explains that General Motors is mandating "image enhancements" at each dealership location. If dealerships do not comply with these required building and site improvements, General Motors can eliminate the dealership. Depending on the existing building and site conditions at each dealership, the cost of improvements could vary widely. Jerry Haggerty guesstimates that the required improvements to his building and site will range between $1 million and $2 million. He will be able to refine this number further once detailed plans are prepared. General Motors is requiring dealerships to break ground on the improvements by September 2010 and complete the project no later than October 2012. He has indicated to me that he will be unable to meet the mandated image enhancement program without financial assistance from the Village.

As you know, Jerry Haggerty has been an active supporter of civic organizations and local activities and events in Glen Ellyn. While we are currently unable to obtain detailed sales tax information from the state on this business, we can state with relative certainty that Haggerty Chevrolet is one of the Village's largest sales tax generators. I believe it is important for the Village to retain this important member of our business community.

Since car dealerships are such high revenue generators, sales tax sharing agreements between municipalities and dealerships have become commonplace. Such incentive agreements are generally based on findings that a given project will enhance economic conditions, stimulate commercial growth, create or retain jobs, enhance the tax base of the municipality, would not occur but for the financial assistance, and is in the best interests of the community. I have found that it is not unusual for a dealership to receive a portion of the 1% municipal sales tax generated by the business over a certain period of years up to a maximum amount. For example, the Village of Lombard has a sales tax sharing agreement with Lombard Toyota to rebate any sales taxes collected in excess of $330,000 each year, for a period of ten years, up to a total amount of $300,000.

In the Village of Glen Ellyn, we entered into sales tax sharing agreements for the new construction of the Baker Hill shopping center and the remodeling of the Pickwick Place shopping center. These agreements were granted by the Village based on the significant public improvements, additional jobs, and increased sales taxes that would result from the projects. While the Village receives regular requests for sales tax rebates, we have generally resisted entering into new sales tax sharing agreements unless there is a *significant* benefit to the community such as job creation, revenue, public improvements and/or the like.

I have requested specific information from Jerry Haggerty in order to develop the framework for a potential sales tax sharing agreement. One of the provisions we would include in the agreement would be a clause that required Haggerty Chevrolet to reimburse the Village if they were to relocate, sell the property, or cease operations during the term of the agreement.

If Board members have concerns about our proceeding with the evaluation of a potential sales tax sharing agreement with Haggerty Chevrolet, I would request that they contact you to share their questions and feedback. Please let me know if you have any questions.

C: Stewart Diamond, Village Attorney
Larry Noller, Acting Finance Director
Michele Stegall, Village Planner

For the Integrity It Has To Be
HAGGERTY AUTO GROUP
ON ROOSEVELT RD. haggertygroup.com

BUICK GMC
300 W. Roosevelt Rd.
Villa Park, IL 60181
630.279.2000

CHEVROLET
300 Roosevelt Rd.
Glen Ellyn, IL 60137
630.469.8100

Ford
330 E. Roosevelt Rd.
West Chicago, IL 60185
630.231.3200

December 16, 2010

RECEIVED
JAN 06 2010
PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN

Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137
Attn: Staci Hulsberg

Dear Staci,

I wanted to take a moment to update you on our situation with General Motors. General Motors is requiring Jerry Haggerty Chevrolet to comply with their new Facility Image Program. We can discuss at length about how GM has treated its loyal dealer body over the last couple of years however, I prefer NOT to go on a rant at this time!!

The entire country saw the GM bankruptcy play out in the media day after day and month after month. GM is on a mission to reduce its dealer body. They thought they had that accomplished through bankruptcy when they attempted to eliminate thousands of dealerships with the stroke of a pen in a courthouse. Although they were successful in some cases, they reluctantly had to reinstate hundreds of dealers per the findings of an arbitration board assigned to the GM bankruptcy case. However, GM is not done by a long shot in their quest to eliminate dealerships from towns like Glen Ellyn. They were successful in eliminating the Chevy dealership in Elmhurst, West Chicago, and Batavia just to name a few. Again, they are not done. Part of their plan to FORCE dealerships out is to impose very strict franchise requirements. One of those new requirements is their Facility Image Program. They know that a percentage of dealers will not be able to afford a building remodel in this economy. Do you know many competent business people who would voluntarily spend hundreds of thousands or millions of dollars to "freshen up" the look of their facilities in this economic climate? This is exactly what we are being forced to do. If we do not comply under the new conditions set up by GM, they now have the ability to pull our franchise agreement and eliminate the "point". If this happens, it is one less facility that GM has on its books. In other words, what they couldn't quite accomplish through bankruptcy will be accomplished in part through the Facility Image Program.

We believe that Jerry Haggerty Chevrolet has played and continues to play a major role in both an economic and non-economic way in Glen Ellyn and in the surrounding communities. I would have to guess that Jerry Haggerty Chevrolet has been among the top, if not **THE** top, sales tax (and property tax payers) generators in Glen Ellyn for years. From our first day of business on October 1, 1988, we have been a solid, positive presence on Roosevelt Road. We have sponsored and have helped support just about every function in Glen Ellyn/Wheaton over the last 22 years including but not limited to the "Taste", to community events to parades and 4th of July costs. We have sponsored the Chamber, 5k runs, the Vintage Auto

Show, baseball teams, golf outings, fashion shows, sidewalk sales, the Fire Department, the Police Department, etc etc etc..... I know you are mostly aware of our community involvement/support over the years. I guess it's worth mentioning at this time because we feel it's time for Glen Ellyn to support US now!

We have done preliminary drawings with General Motors and are currently in the process of determining the cost of the Facility Image Program. We are battling with GM in hopes that we can drive the ultimate costs down. Certain requirements that GM is forcing upon us are both ridiculous and wasteful. For example, we are being told that we will need to rip up our Stone Carpet floor in our showrooms and replace it with a 12x12 ceramic tile. First of all, our Stone Carpet floor had a cost of approximately $95,000.00 when we put it down 7 years ago. It has an expected 25 year life span or greater. The GM architect assigned to our project agrees that the Stone Carpet is both a beautiful and functional flooring material. Unfortunately, he has told us that it is not the GM approved flooring for the Facility Image program and that it needs to be replaced. He also stated that he has had other dealers challenge GM on similar grounds and in all cases, the dealer lost the argument. We plan to fight to keep our floor along with other ridiculous elements which GM is forcing us to add.

We need the help of the Glen Ellyn Village Board and from our community of Glen Ellyn to help us keep our doors open. I have lived in Glen Ellyn for 23 years and I can personally say that I don't want to see any more vacant pieces of property on Roosevelt Road in Glen Ellyn! We are going to need large tax assistance to help us comply with the Facility Image Program and therefore keep our doors open. At this point, we are estimating that the total cost of the project will be between $1 and $2 million dollars. We must have "approved" blueprints completed by 5/29/2011. We must "break ground" by 9/1/2011 and be totally completed no later than 10/30/2012. More complete information will be forthcoming. We are in the process of trying to get General Motors to waive some very pricey changes which have been explained to us as "requirements" in the program. We are fighting the good fight. In the meantime, we ask that the Board please work on a plan that will help Jerry Haggerty Chevrolet stay in Glen Ellyn. We absolutely feel that there are good years ahead for us and Chevrolet. That translates to millions of dollars in revenue to Glen Ellyn.

Thank you,

Jerry Haggerty Jr
Jerry Haggerty Chevrolet
300 W Roosevelt Road
Glen Ellyn,IL 60137
(630)469-8100x3153

ATTACHMENT B

GENERAL MOTORS Facility Image Program Design Intent		**Facility Proposal** JERRY HAGGERTY CHEVROLET 200 W ROOSEVELT RD GLEN ELLYN, IL 60137-5521	BAC #: 113235 Enterprise Name: JERRY HAGGERTY CHEVROLET, INC. Quester #: 53.9300.435 Issued Date: 01/19/11 DID Version: 2 1 Revision #	**EXTERIOR RENDERING** These drawings are for communication of design intent only. These drawings are not suited or intended for construction or fabrication. Gensler

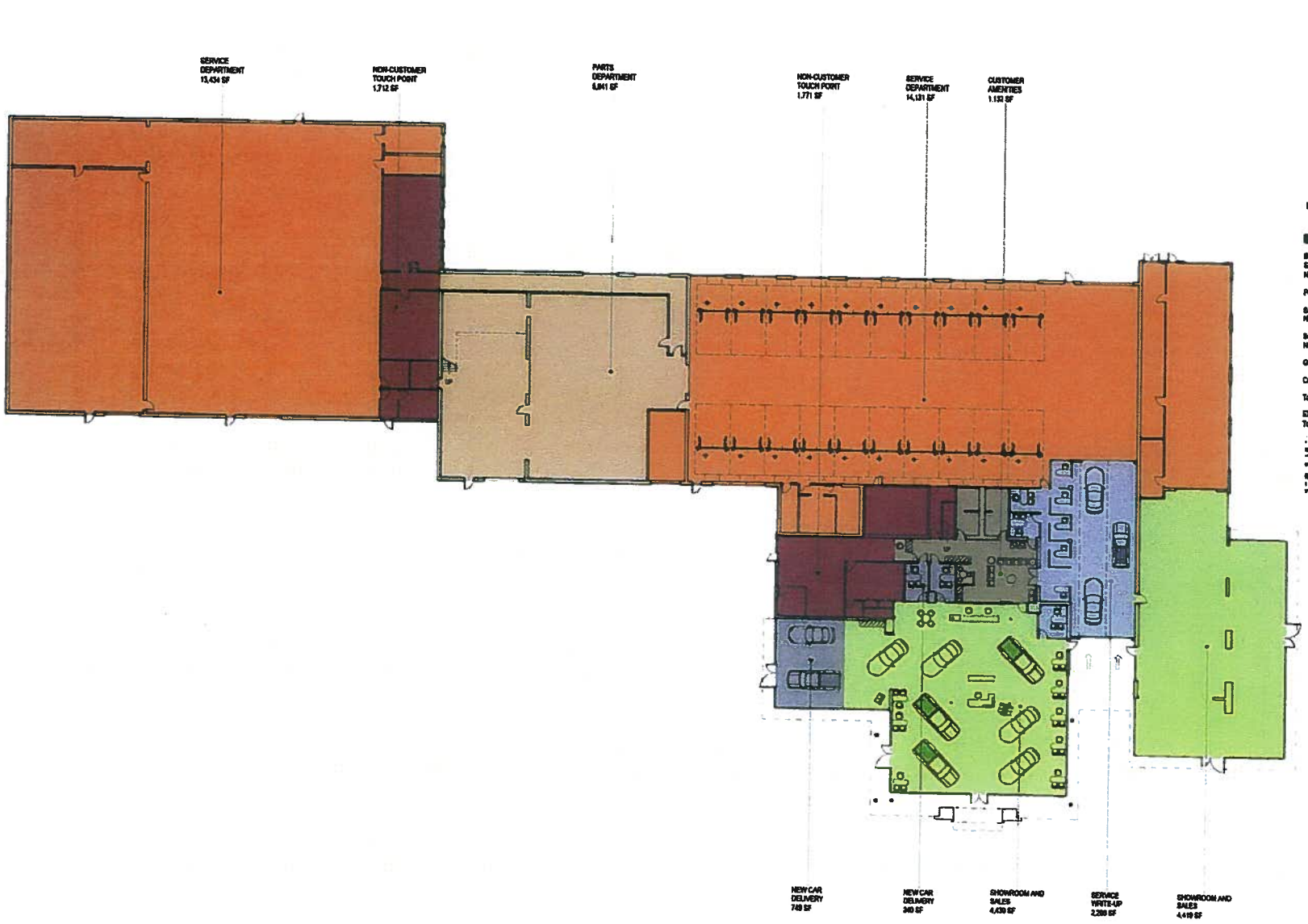
GENERAL MOTORS
Facility Image Program
Design Intent

Facility Proposal
ADAM MADDERY CHEVROLET

SITE PLAN

SITE PLAN

SITE PLAN



DEALERSHIP OVERVIEW PLAN - LEVEL 01

DEALERSHIP ZONES

- SHOWROOM AND SALES
- NEW CAR DELIVERY
- SERVICE WRITE-UP
- CUSTOMER AMENITIES
- SERVICE DEPARTMENT
- PARTS DEPARTMENT
- NON-CUSTOMER TOUCH POINT
- AREA NOT IN CONTRACT

DEALER FACILITY SIZE STANDARDS FOR GM DEALERS

	GROSS OVERALL SPACE		
Minimum Small	Recommend	Actual	Delta
INTERIOR			
Showroom (sq ft)	3,624	9,947	6,223
Number of Display Vehicles	4	9	5
Parts Department, (sq ft)	4,222*	8,177.4	3,955.4
Service Department, (sq ft)	8,541	27,580	19,024
Number of Stalls	15	28	5
Service Reception, (sq ft)	1,593	2,206	613
Number of Stalls	3	3	0
General Office, (sq ft)	2,389	3,483	1,094
Customer Convenience, (sq ft)	931	1,132	201
Total Building, (sq ft)	21,301	52,410.4	31,109.4
EXTERIOR			
Total Number of Parking Spaces	264	330	66

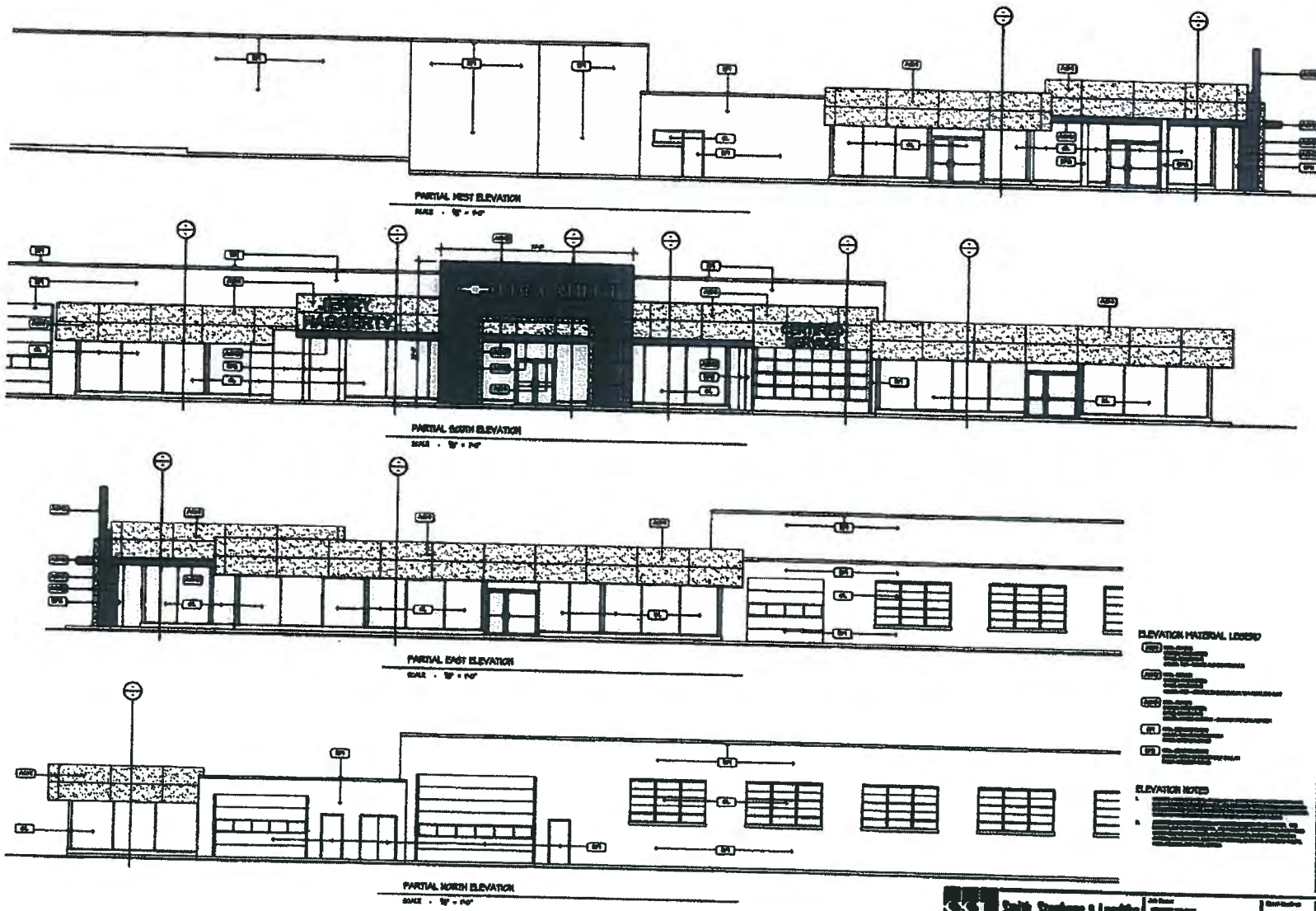
* Parts Department Standards reflects 100% of required parts space; 60% on ground floor, 40% on second floor.
** If Expected Sales is above 2000, Dealer and General Motors will develop business case and modeling upon open facility size.

NOTES:
1. Total building square footage is of grade-related processes to only [illegible]

DEALERSHIP OVERVIEW PLAN - LEVEL 01

Facility Proposal
JERRY HAGGERTY CHEVROLET

GENERAL MOTORS
Facility Image Program
Design Intent


PARTIAL WEST ELEVATION
PARTIAL SOUTH ELEVATION
PARTIAL EAST ELEVATION
PARTIAL NORTH ELEVATION
ELEVATION MATERIAL LEGEND
ELEVATION NOTES
Smith, Stephens & Loeddke
ARCHITECTS, INC
HAGBERTY CHEVROLET
A6

RECEIVED
JUN - 8 2011
PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN

Jerry Haggerty Chevrolet
300 W Roosevelt Rd, Glenn Ellyn, IL 60137-5621

Doyle

Preliminary Budget Summary

Specification Division	Trade Code	Trade	Budget	Remarks
Division 1		**General Requirements**	**$1,500**	
	1001	Testing	$1,500	Soils and concrete testing for brand wall footings
Division 2		**Site Work**	**$39,500**	
	2000	Demolition	$35,500	Floor, partition, ceiling, and miscellaneous millwork removal.
	2200	Excavation	$4,000	Excavation for brand wall piers
Division 3		**Concrete**	**$10,000**	
	3300	Concrete	$10,000	Footings/Piers for brand wall foundation
Division 4		**Masonry**	**$6,000**	
	4200	Masonry	$6,000	Partition rework and general allowances for reconfiguration
Division 5		**Metals**	**$5,000**	
	5120	Steel / Misc. Iron	$5,000	Misc. Steel for partition removal and lintels
Division 6		**Wood & Plastics**	**$111,500**	
	6100	Rough Carpentry	$58,000	New partitions, blocking, and door installation
	6125	Exterior Plywood Sheathing/Frame	$15,000	For front façade improvement
	6400	Millwork, Plastic Laminate	$35,000	Budget based upon limited allowances
	6400	Wood Frames/Trim	$3,500	Miscellaneous trim and window trim/frames
Division 7		**Thermal & Moisture Protection**	**$264,491**	
	7431	Alum. Composite Panels	$252,491	Brand wall and architectural metal panel budget
	7530	Single Ply Roofing	$10,000	Allowance for miscellaneous patching based on limited scope information
	7920	Caulking	$2,000	
Division 8		**Doors & Windows**	**$199,950**	
	8110	Hollow Metal	$7,450	Door frames - Barrowed light fames at service writers
	8210	Wood Doors	$12,000	New door slabs for customer areas
	8360	Overhead Doors	$50,500	Service drive - 3 Doors Total
	8510	Aluminum/Storefront/Glazing	$6,000	Miscellaneous doors and barrowed light glazing at the interior
	8511	Storefront Replacement/Modification *	$115,000	
	8710	Door Hardware (Allowance)	$9,000	Allowance for standard commercial hardware
Division 9		**Finishes**	**$337,800**	
	9260	Drywall-	$15,000	Miscellaneous patching throughout
	9310	Ceramic Tile	$160,000	Approximately 11,000 square feet of tile and isolation membrane

ATTACHMENT C

Specification Division	Trade Code	Trade	Budget	Remarks
	9311	Floor Prep	$15,000	Allowance - condition of the existing floor is unknown at this time.
	9510	Acoustical	$35,000	New throughout - approximately 13,000 sq. ft.
	9660	Resilient Tile	$3,500	
	9661	Resilient Base	$1,500	
	9680	Carpet	$5,800	
	9720	Epoxy Flooring	$17,000	Service drop off area
	9950	Painting / Wallcovering	$85,000	Includes exterior and 13,000 square foot of interior space to be renovated
Division 10		**Specialties**	**$6,750**	
	10155	Toilet Partitions	$3,500	
	10522	Fire Extinguisher/Cabinets	$800	
	10800	Toilet Accessories	$2,450	
Division 11		**Equipment**	**$62,800**	
	11142	Car Wash Equipment	$62,800	Car Wash Equipment and Final Connection
Division 12		**Furnishings**	**$87,000**	
	12620	Office/Sales Furniture	$87,000	
Division 15		**Mechanical & Site Utilities**	**$175,900**	
	15100	Plumbing	$20,000	New fixtures and minor piping at customer restrooms
	15101	Fire Protection	$15,500	Rework for new acoustical ceilings and new partitions
	15200	HVAC	$75,000	Allowance for new duct and miscellaneous
	15201	HVAC Equipment Replacement ***	$65,400	Preliminary Budget - New RTU equipment except for unit over parts area
Division 16		**Electrical**	**$145,000**	
	16000	Electrical	$145,000	New lighting and power distribution. Fire Alarm modifications/data stubs
	17000	**Allowances/Contingency**	**$50,000**	General contingency and allowance category.
	18000	**Miscellaneous Contracts**	**$15,000**	
	19000	**General Conditions :**	**$75,000**	
	20000	**GC Fee**	**$63,728**	
		Project Total:	**$1,656,919**	

* *Additional verification will be needed of existing structural elements to finalize this cost. Complete scope and items impacted unknown at this time.*

** *Based upon preliminary pricing provided to the Architect from door supplier.*

*** *Based upon a preliminary investigation of current equipment. Engineer to determine final requirements.*

ATTACHMENT D

Illinois Department of Revenue
101 West Jefferson Street
Springfield, Illinois 62702

January 18, 2011

Jerry Haggerty Chevrolet, Inc.
ATTN: Catherine Joy, Controller
300 Roosevelt Road
Glen Ellyn, Illinois 60137

Dear Local Official:

The Illinois Department of Revenue is providing sales tax data in accordance with the written authorization received from Jerry Haggerty Chevrolet, Inc., located at 300 Roosevelt Road, in Glen Ellyn.

The enclosed printouts detail the local sales tax generated by Jerry Haggerty Chevrolet for the allocation periods of October 2006 through November 2010.

If you need additional information, or have any questions, please contact us at the address or telephone number listed below.

Sincerely;

Sherri Schnetz
Accountant

LOCAL TAX ALLOCATION DIVISION 3-500
ILLINOIS DEPARTMENT OF REVENUE
101 WEST JEFFERSON STREET
SPRINGFIELD, ILLINOIS 62794-9014

(217) 557-1957 phone
(217) 524-0526 fax

Enclosure

FINANCIAL REPORTING FOR
GLEN ELLYN - JERRY HAGGERTY CHEVROLET
REQUESTED BY:
DAVE
STEWART
TAX TYPE: MT
LOCATION CODE: 0220011-A
REQUEST DATE: 01/15/11

LIABILITY PRD 092006-112006
ALLOCATION PRD 102006-122006
DISBURSEMENT PRD 122006-022007

MONEY SHOWN BY ALLOCATION PERIOD

STE	IST NBR	BRK	BUSINESS NAME	Oct-06	Nov-06	Dec-06	TOTAL
001	04205731	ST1	JERRY HAGGERTY CHEVROLET INC	1,200.59	1,648.18	1,620.00	4,468.77
001	04205731	556	JERRY HAGGERTY CHEVROLET INC	12,029.80	8,508.20	15,439.27	35,977.27
	TOTALS			13,230.39	10,153.38	17,059.27	40,443.04

FINANCIAL REPORTING FOR
GLEN ELLYN - JERRY HAGGERTY CHEVROLET
REQUESTED BY:
DAVE
STEWART
TAX TYPE: MT
LOCATION CODE: 0220011-A
REQUEST DATE: 01/18/11

LIABILITY PRD 122006-112007
ALLOCATION PRD 012007-122007
DISBURSEMENT PRD 032007-022008

MONEY SHOWN BY ALLOCATION PERIOD

STE	IST NBR	BRK	BUSINESS NAME	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	TOTAL
001	04206731	ST1	JERRY HAGGERTY CHEVROLET INC	1,099.85	1,747.70	1,550.81	1,722.61	1,473.47	1,588.44	1,378.22	1,891.11	1,497.62	1,223.55	1,322.22	1,190.37	17,206.17
001	04206731	559	JERRY HAGGERTY CHEVROLET INC	16,693.99	10,822.23	20,415.10	18,693.20	14,788.45	19,071.84	17,381.79	14,890.83	17,274.43	21,952.28	9,779.18	17,454.37	199,186.67
	TOTALS			17,793.84	12,569.93	21,965.91	20,396.01	16,259.92	20,640.28	18,760.01	16,421.94	18,772.05	23,175.81	11,101.40	18,644.74	216,461.84

FINANCIAL REPORTING FOR
GLEN ELLYN - JERRY HAGGERTY CHEVROLET
REQUESTED BY:
DAVE
STEWART
TAX TYPE: MT
LOCATION CODE: 0220011-A
REQUEST DATE: 01/15/11

LIABILITY PRD 122007-112008
ALLOCATION PRD 012008-122008
DISBURSEMENT PRD 032008-022009

MONEY SHOWN BY ALLOCATION PERIOD

STE	IST NBR	BRK	BUSINESS NAME	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	TOTAL
001	04205731	ST1	JERRY HAGGERTY CHEVROLET INC	1,260.11	1,674.10	1,809.83	1,364.37	1,328.93	1,281.79	1,303.85	1,306.48	1,129.80	1,480.49	1,221.79	1,157.09	16,348.36
001	04205731	666	JERRY HAGGERTY CHEVROLET INC	17,823.08	19,276.43	17,644.56	12,189.60	24,250.39	17,340.39	17,377.89	12,469.71	23,909.86	13,042.62	15,151.10	15,457.04	205,942.79
	TOTALS			19,083.19	20,949.53	19,454.19	13,553.97	25,580.32	18,622.18	18,681.75	13,776.17	25,039.76	14,523.05	16,372.89	16,614.13	222,292.15

FINANCIAL REPORTING FOR
GLEN ELLYN - JERRY HAGGERTY CHEVROLET
REQUESTED BY:
DAVE
STEWART
TAX TYPE: MT
LOCATION CODE: 0220011-A
REQUEST DATE: 01/18/11

LIABILITY PRD 122008-112009
ALLOCATION PRD 012009-122009
DISBURSEMENT PRD 032009-022010

MONEY SHOWN BY ALLOCATION PERIOD

STE	IST NBR	BRK	BUSINESS NAME	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	TOTAL
001	04205731	ST1	JERRY HAGGERTY CHEVROLET INC	1,258.98	1,598.41	1,317.93	1,483.58	1,201.66	1,250.76	1,328.34	1,428.39	1,112.13	1,845.57	1,282.97	1,138.42	16,233.11
001	04205731	558	JERRY HAGGERTY CHEVROLET INC	22,474.01	15,830.99	21,248.43	21,468.69	27,043.78	24,193.72	19,350.28	19,128.76	26,985.58	14,483.42	11,316.20	19,385.31	241,929.17
	TOTALS			23,732.99	17,427.40	22,564.36	22,952.27	28,245.44	25,444.48	20,678.62	20,557.12	27,097.71	16,328.99	12,711.17	20,503.73	258,282.28

FINANCIAL REPORTING FOR
GLEN ELLYN - JERRY HAGGERTY CHEVROLET
REQUESTED BY:
DAVE
STEWART
TAX TYPE: MT
LOCATION CODE: 0220011-A
REQUEST DATE: 01/18/11

LIABILITY PRD 122009-102010
ALLOCATION PRD 012010-112010
DISBURSEMENT PRD 032010-012011

MONEY SHOWN BY ALLOCATION PERIOD

STE	IST NBR	BRK	BUSINESS NAME	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	TOTAL
001	04205731	ST1	JERRY HAGGERTY CHEVROLET INC	1,520.97	1,570.48	1,848.91	2,093.93	1,837.66	1,662.48	1,772.38	1,768.07	1,371.97	1,402.53	1,586.16	18,355.54
001	04205731	558	JERRY HAGGERTY CHEVROLET INC	1,821.57	30,724.24	25,792.97	1,072.80	39,801.75	26,116.67	23,388.02	19,402.46	22,870.42	14,770.09	18,606.51	224,368.50
	TOTALS			3,342.54	32,294.72	27,638.88	3,166.73	41,639.41	27,879.15	25,157.40	21,190.53	24,242.39	16,172.62	20,192.67	242,722.04

FINANCIAL REPORTING FOR
GLEN ELLYN - JERRY HAGGERTY CHEVROLET
REQUESTED BY:
DAVE
STEWART
TAX TYPE: HMR
LOCATION CODE: 0220011-A
REQUEST DATE: 01/18/11

LIABILITY PRD 122009-112009
ALLOCATION PRD 012009-122009
DISBURSEMENT PRD 032009-022010

MONEY SHOWN BY ALLOCATION PERIOD

STE	IBT NBR	BRK	BUSINESS NAME	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	TOTAL
001	04205731	ST1	JERRY HAGGERTY CHEVROLET INC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,428.36	1,051.86	1,169.21	1,338.00	1,138.42	6,123.87
001	04205731	556	JERRY HAGGERTY CHEVROLET INC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTALS			0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,428.36	1,051.86	1,169.21	1,338.00	1,138.42	6,123.87

FINANCIAL REPORTING FOR
GLEN ELLYN - JERRY HAGGERTY CHEVROLET
REQUESTED BY:
DAVE
STEWART
TAX TYPE: HMR
LOCATION CODE: 0220011-A
REQUEST DATE: 01/15/11

LIABILITY PRD 122009-102010
ALLOCATION PRD 012010-112010
DISBURSEMENT PRD 032010-012011

MONEY SHOWN BY ALLOCATION PERIOD

STE	IST NBR	BRK	BUSINESS NAME	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	TOTAL
001	04205731	ST1	JERRY HAGGERTY CHEVROLET INC	1,520.97	1,570.06	1,307.15	1,329.09	1,342.78	1,279.03	1,553.09	1,840.48	1,523.52	1,402.55	1,340.38	15,809.08
001	04205731	555	JERRY HAGGERTY CHEVROLET INC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTALS			1,520.97	1,570.06	1,307.15	1,329.09	1,342.78	1,279.03	1,553.09	1,840.48	1,523.52	1,402.55	1,340.38	15,809.08

Sales Tax (1%)

	2007	2008	2009	2010	2011
January	16,694	17,823	22,475	1,822	
February	10,822	19,275	15,830	30,724	
March	20,415	17,645	21,246	25,793	
April	18,663	12,190	21,498	1,073	
May	14,786	24,250	27,044	39,802	
June	19,072	17,340	24,194	26,117	No data provided
July	17,382	17,378	19,350	23,385	
August	14,891	12,490	19,129	19,402	
September	17,274	23,901	25,985	22,870	
October	21,952	13,043	14,498	14,770	
November	9,779	15,151	11,318	18,609	
December	17,454	15,457	19,365	20,000	
	199,184	205,943	241,932	244,367	-
$ Change		6,759	35,989	2,435	(244,367)
% Change		3.4%	17.5%	1.0%	-100.0%

Home Rule Sales Tax

	2009	2010	2011
January		1,521	
February		1,570	
March		1,307	
April		1,329	
May		1,243	
June		1,279	No data provided
July		1,653	
August	1,428	1,640	
September	1,052	1,524	
October	1,169	1,403	
November	1,336	1,340	
December	1,138		
	6,124	15,809	-
Average	$ 1,225	$ 1,437	

Ratio of Sales tax to HR Sales tax

2009	2010
	83.5%
	5.1%
	5.1%
	123.9%
	3.1%
	4.9%
	7.1%
7.5%	8.5%
4.0%	6.7%
8.1%	9.5%
11.8%	7.2%
5.9%	
6.8%	7.0%
16 month average:	7.0%

Estimated Home Rule Sales Tax
at 7% of Regular sales tax revenue

ATTACHMENT E

Estimate of Village Sales Tax Revenue and Incremental Sales Tax Revenue

Assume 3% annual increase over 2010	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Sales Tax	259,249	280,833	287,157	303,030	318,747	335,355	349,931	360,429	371,242	382,379
Home Rule Sales Tax	18,147	19,658	20,101	21,212	22,312	23,475	24,495	25,230	25,987	26,767
Total Sales Tax Revenue	**277,396**	**300,492**	**307,258**	**324,242**	**341,059**	**358,830**	**374,426**	**385,659**	**397,229**	**409,146**
Running total of incremental revenue (over 2012 estimate of $277,396)										
	-	**23,095**	**52,957**	**99,803**	**163,465**	**244,898**	**341,928**	**450,190**	**570,023**	**701,772**

Assume flat revenue from 2010 to 2012	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Sales Tax	244,367	264,712	270,673	285,635	300,449	316,104	329,843	339,739	349,931	360,429
Home Rule Sales Tax	17,106	18,530	18,947	19,994	21,031	22,127	23,089	23,782	24,495	25,230
Total Sales Tax Revenue	**261,473**	**283,242**	**289,620**	**305,629**	**321,481**	**338,231**	**352,933**	**363,520**	**374,426**	**385,659**
Running total of incremental revenue (over 2012 estimate of $261,473)										
	-	**21,769**	**49,917**	**94,073**	**154,081**	**230,840**	**322,300**	**424,348**	**537,301**	**661,487**

Notes:

Sales estimates from 2013-2018 provided by Haggerty. 2019-2021 estimated by Finance Department.

Estimated home rule sales tax remains at 7% of munipal sales tax.

ATTACHMENT F

Attachment D

Incentive Research Summary								
Municipality	Dealership	Type of Agreement	Incentive Details	$ Amount	What Improvements?	Value of Improvements	Clawback	Term of Agreement
Countryside	Jack Phelan Dodge	Sales Tax Rebate	50% of sales tax revenue in excess of $8,500 for year 1 and $5,000 for years after	$802,250, $2 million if Dodge site is purchased	Lighting, fire sprinklers, vehicle lifts, phone and data systems, expenditures to obtain Jeep and Chrystler franchises	City pays 50% of improvements	Not specified	12 years or until aggregate is reached
Countryside	Autobarn	Sales Tax Rebate/Up front payment	50% of sales tax revenue from Autobarn Mazda/$2,000,000 up front payment	$2,125,000 total between sales tax and up front payment	Purchase of two properties, construction of Volkswagen dealership	Not specified	Not specified	15 years
Clarendon Hills	Infiniti of Lisle	TIF incentives/Sales Tax Rebate	1st 10 years: 1st $275k in sales tax split 50/50, all above split 60/40 in favor of developer. Last 5 years: all split 50/50	$4.8 million Sales Tax Rebate Cap/$500,000 in TIF incentives for the building	Purchase and development of properties	Not specified	Not specified	15 years
Lombard	Ron Postma Auto Sales	Sales Tax Rebate	Village retains first $330k, 100% to Postma after	$300,000 cap	Demolish and redevelop	Postma must invest > $1.1 million	Must operate for 5 years	10 years
Buffalo Grove	Rohr-Alpha Inc	Sales Tax Rebate	50% of municipal sales tax	None	Expansion to allow sale of Dodge vehicles	Not specified	Must operate for 1 year, if not pay back 200%	1 year
Buffalo Grove	Rohr-Ville Motors Inc	Sales Tax Rebate	50% of municipal sales tax	$2 million cap	Not specified	Not specified	Must operate for 2 years, if not pay back 100%	10 years
Buffalo Grove	Arlington Toyota	Sales Tax Rebate	80%-10% (decreasing 10 points per year) of that year's incremental sales tax revenue, not less that $430k	None	Expand into Buffalo Grove	Not specified	Must operate for 2 years, if not pay back 100%	8 years
Lincolnwood	Loeber Motors	Sales Tax Rebate	50/50 split of sales tax except from 3rd dealership	$5 million	Not specified	Not specified	included, but not specified	15 years
Lincolnwood	Grossinger Hyundai	Sales Tax Rebate	50/50 split of sales tax over $165k	$1.2 million	Not specified	Not specified	included, but not specified	20 years
Des Plaines	Midway Kia	Sales Tax Rebate	Waive 50% of demo and building permit fees, 50% of sales tax up to $200k, 67% of sales tax up to $250k, 75% of sales tax above $250k, Village maintains base of $100k, increases 3% annually	$600k	Not specified	Not specified	Must operate for 2 years, 100% refunded if not	Until $600k is paid
Des Plaines	Gateway Imports Inc	Sales Tax Rebate	Waive 50% of demo and building permit fees, 40% of sales tax above base of $25k increasing 3% annually	$750k	Not specified	Not specified	Must operate for 5 years or repay 100% of all rebate	Until $750k is paid
Orland Park	Community Honda	Sales Tax Rebate	50% of sales tax above $431,650	$200k	Expansion of dealership	Not specified	Must operate for 6 years	5 years
Orland Park	Bettenhausen Motor Sales Inc.	Sales Tax Rebate	50% of sales tax	$150k	Develop new dealership	Not specified	Must operate for 3 years	3 years
Orland Park	Evergreen Motors	Sales Tax Rebate	50% of sales tax above $272,573	None	Construction of BMW dealership	> $20 million	Not specified	10 years
Orland Park	Orland Park Nissan/Infinity	Sales Tax Rebate	50% of incremental sales tax above $176,138 for Nissan dealership and $209,693 for Infinity	$400k	Development of 2 dealerships	Not specified	Not specified	5 years
Orland Park	Cody Properties	Sales Tax Rebate	Village grants special use w/ modifications to allow 84% lot coverage, owner pays Village Fair Share Road Exaction Fee of $1.15 per square foot, owner grants easement for water and sanitary sewer, Village reimburses owner for removal of billboard and lease ($250k) and cost of extending water line ($39k), given through 50/50 split of sales tax	$289k	Development of 2 buildings	Not specified	Not specified	7 years

Incentive Research Summary								
Municipality	Dealership	Type of Agreement	Incentive Details	$ Amount	What Improvements?	Value of Improvements	Clawback	Term of Agreement
Orland Park	Terry's Lincoln Mercury	Sales Tax Rebate/Grant	50% of sales tax untll base is reached (average of 2010-2012 sales tax revenue), 100% after. 100% of sales tax revenue for Subaru Dealership until 2013, then 100% after base is reached (base is average of 2011-2012 sales tax revenue)	$1.625 million in sales tax, $750k in loan, $250k in reimbursement	Expand dealership	Not specified	Not specified	Not specified
Villa Park	Haggerty Buick GMC	Sales Tax Rebate/Loan	80% of sales taxes in excess of $180,287 from 3/1/13-3/1/23; and 70% of sales taxes in excess of $180,287 from 3/1/24-3/1/28, up to $800,000	$800,000	Expand deadlership, renovate, remodel in resopnse to GM mandate	Minimum of $1.5 million of improvements	Must begin construction before 5/1/12, complete construction by 12/31/12	16 years

A-9

To: Mark Franz, Village Manager

From: Matt Pekarek, Recreation Director Matt Pekarek.

Date: September 20, 2012

Re: Sealed Bid Award – Construction Contract for Village Links Improvement Project

Background

The Village Links golf course clubhouse was built in 1968, remodeled in 1977, and expanded with a restaurant addition in 1984.

Project Scope – This project constructs a clubhouse addition that includes a bar, dining room, a 150 seat banquet room, rest rooms, patio, and renovates the kitchen. It adds parking in the circle drive, renovates existing parking and the Winchell Way entrance drive, and adds new street lights. It rebuilds and expands the driving range tee. It moves the first tee of the 9-hole course to the east, and builds two replacement practice putting greens.

August 2012 – After approximately 40 public meetings where this project was discussed by the Village Board, Recreation Commission, Master Plan Steering Committee, Aesthetic Guidance Group, Capital Improvements Commission, Finance Commission, Architectural Review Commission and Plan Commission, the Village Board approved the issuance of a Special Use Permit.

September 17, 2012 – Seven sealed bids were received and opened for the construction of the Village Links Improvement Project. The base bids ranged from $7,200,000 to $5,394,841. The bids were generally close together, with only $22,000 separating the two lowest base bids.

	Village Links Improvement Project Bid Results - 9/17/12	E. P. Doyle & Son	R.L. Sobol General Contractor	Daniels Construction Co., Inc.	Norcon, Inc.	John Burns Construction Co.	Foxfield Construction Ltd.	Allan Mack & Sons, Inc.
1.7	**BID BREAKDOWN**							
A.	Site Excavation/ Grading	437,675	434,000	352,000	50,000	430,000	500,000	
B.	Site Utilities (storm / water / gas / electric / sanitary)	267,350	370,000	674,015	364,174	336,000	400,000	359,750
C.	Golf Course Utilities (turf drainage/ irrigation)	291,575	300,000	291,575	291,575	292,000	150,000	291,575
D.	Paving (mill overlay portion)	103,900	100,000	23,000	82,233	214,000	125,000	81,900
E.	Paving (new)	116,555	116,000	190,500	136,866		140,000	152,600
F.	Site Lighting (fixture/ pole/ base)	380,000	380,000	156,000	326,000	380,000	700,000	
G.	Concrete Paving (sidewalks / cart paths / integral curbs)	244,100	280,000	257,000	263,137	244,000	400,000	
H.	Clubhouse – General Construction	1,676,832	1,107,000	1,302,515	1,682,785	1,700,000	300,000	
I.	Clubhouse – Interior Finishes (new/ kitchen/ rm 124)	183,642	606,500	583,226	376,656	391,000	200,000	
J.	Clubhouse – Mechanical	218,650	220,000	329,963	241,100	215,000	300,000	
K.	Clubhouse – Electrical	340,000	340,000	340,000	803,000	346,000	600,000	
L.	Clubhouse – Electrical Light Fixtures (excluding parking lights/poles)	156,000	156,000	156,000	138,000	150,000	83,000	
M.	Clubhouse – Plumbing	169,971	185,000	205,000	181,211	278,000	200,000	
N.	Clubhouse – Exterior Arch. Elements	291,650	221,120	175,809	180,236	174,000	400,000	
O.	Winter Conditions	68,600	58,000	45,000		55,000	75,000	
P.	General Conditions	343,275	523,380	211,135	296,168	136,000	225,000	
Q.	Overhead/ Profit	105,066	20,000	254,504	161,134	319,000	260,000	
	Math Difference between sum of itemized Bid Breakdown and Base Bid			*100*			*942,000*	*6,314,175*
R.	**Base Bid:**	**$ 5,394,841**	**$ 5,417,000**	**$ 5,547,342**	**$ 5,574,275**	**$ 5,660,000**	**$ 6,000,000**	**$ 7,200,000**
1.8	**ALTERNATE BID ITEMS: (ADD/ DEDUCT (DED))**							
	A. 012300 – ALT NO. 1 Shingle Roofing	$ (80,000)	$ (79,000)	$ (80,000)		$ (80,000)	$ (68,385)	
	B. 012300 – ALT NO. 2 Storefront Replacement	$ 25,300	$ 21,000	$ 23,390		$ 16,800	$ 38,360	$ 41,600
	C. 012300 – ALT NO. 3 Trash Enclosure Expansion	$ 15,180	$ 20,000	$ 10,426		$ 12,200	$ 17,840	$ 17,493
	D. 012300 – ALT NO. 4 Golf Cart Charging Stations	$ 76,800	$ 9,500	$ 67,686		$ 66,900	$ 81,000	
	E. 012300 – ALT NO. 5 Exist. Clubhouse Interior Fin.	$ 64,509	$ 22,500	$ 83,113		$ 61,700	$ 35,300	
	F. 012300 – ALT NO. 6 Conc Sidewalk/ Curb (C3.1/C3.2)	$ 49,111	$ 52,000	$ 31,738		$ 48,800	$ 56,000	$ 64,800
	G. 012300 - ALT NO. 7 Galvalume Metal Roofing	$ (6,880)	$ (6,000)	$ (6,880)		$ (6,890)	$ (13,915)	
	H. GILL DESIGN G1.1 Tee Area Sod	$ 48,131	$ 43,000	$ 47,387		$ 46,800	$ 50,755	$ 45,500
	I. GILL DESIGN G1.1 Practice Area	$ 108,185	$ 91,000	$ 106,494		$ 105,300	$ 106,850	$ 102,284

Contractor Interviews – On September 19, separate interviews were held with the two contractors that had submitted the two lowest base bids. The purpose of the interviews was to confirm that the bidder successfully bid all areas of the proposed project and to review the contractor breakdown of project costs to identify any areas of potential concerns with the submitted bid. We discussed the potential of value engineering the project once a contract is signed. Both contractors understood our budget concerns and were willing to work with us in this regard.

Issues

Project Cost

Project Cost		
Sealed Bid Contract Award		
Base Bid	$ 5,394,841	
Alternate No. 6 Concrete Sidewalk/ Curb from Park Blvd.	$ 49,111	
Total Sealed Bid Contract Award		**$ 5,443,952**
Work to be Performed by Village Links Staff		
Furnishings, Fixtures, and Equipment	$ 299,800	
Miscellaneous Construction and Fees	$ 310,200	
Total - Work to be Performed by Village Links Staff		**$ 610,000**
Design Fees		**$ 246,200**
Project Total		**$ 6,300,152**

Contingency – Normally, we would include a contingency of 5% in a construction contract of this type, to address unforeseen conditions. An approved contingency provides the latitude to address these situations without delay.

In this case, we feel that it would be appropriate to approve a contract without a contingency because we are certain that areas that we have identified to reduce costs by change order will produce savings, negating the need for a contingency.

Project Funding

Project Funding		
General Obligation Bond Issue		$ 5,000,000
Capital and Grant Funds from Village of Glen Ellyn		$ 700,000
Recreation Fund Cash Reserves		$ 600,152
Total		**$ 6,300,152**

The primary funding source would be a 20 year $5,000,000 general obligation bond issue. The principal and interest to retire that bond issue, estimated to be about $335,000 per year, will be paid by using

profits from the Village Links. A general obligation bond issue will obtain the most favorable interest rate available, expected to be about 3% or lower.

Capital Funds and Grant monies from the Village of Glen Ellyn totaling $700,000 will pay for a public portion of the project that the golf course would not fund at this time. Capital items include paving, curbing and lighting improvements in the Winchell Way entrance drive and existing parking lot, all of which are in the public right of way. They also include water and sewer main improvements. Specifically, the Village Board discussed and authorized $550,000 of capital funds to be used for this project earlier this year. At the time, the Village Board expressed some willingness to also fund some stormwater improvements. In consultation with the Village Manager, we have included another $100,000 in capital contributions to fund a critical storm water culvert replacement that will assist with our storm water maintenance efforts. Lastly, a grant of $50,000 will fund most of a sidewalk connecting Park Boulevard to the golf course circle drive.

Village Links Cash Reserves will fund $600,152. Cash reserves have been amassed from golf course profits and totaled $2,181,000 at the start of 2012. Cash reserves are intended to provide operating cash for the seasonal business and to provide a buffer against extraordinary business disruption due to bad weather, a turf disease, etc. In recent years we have increased cash reserves to address facility deficiencies. We expect that the Village Links operating profit for 2012 will exceed $700,000, which is more than enough to cover our $335,000 existing debt service. As a result, we expect cash reserves to be $2,500,000 at the end of 2012.

Bids for this project came in higher than expected. Three factors have kept this project affordable. 1 - Low bond market interest rates allow us to borrow $500,000 more than expected at the planned annual new debt service of $335,000. 2 - We have identified cost reductions potentially totaling $100,000-$250,000 that can be obtained via change order. 3 - Cash reserves have been boosted by a successful 2012 where profits will be $400,000 higher than in 2011.

Attached is the 10 year forecast, adjusted to account for the revised funding plan. As you know, the Finance Commission reviewed this plan and provided their thoughts on the project which was discussed at the last Village Board workshop.

<u>The Use of Tax Dollars to Cover Debt Service</u>

The Village Links operates on user fees, without the use of tax dollars and will continue to do so.

In 2002, the Village issued $4,500,000 in general obligation bonds to fund the renovation of the golf course. Golf course profits have been used to make over $3,000,000 in scheduled debt service payments. Every year since the golf course renovation we have generated enough profit to fully cover that debt service.

The Village Links will also pay for this proposed bond issue without tax dollars expect for the aforementioned capital items. Village Links management is confident that cash reserves and increased golf course profits from an improved facility will cover all debt service. The National Golf Foundation concurred with that assessment.

Taxpayers are further protected by our back up plan, in the event that the golf course does not generate enough new profits to cover the debt service. That plan is to use remaining cash reserves and existing excess profits to make debt service payments through 2023, at which time the 2002 bond issue is retired and $335,000 in annual cash flow becomes available for the remaining debt service.

The Village Links has operated profitably for over 40 years. The Village Links has shown that it can generate revenue and control expenses as well or better than any publicly owned golf course in the area. The years since the 2004 golf course renovation have been among the most profitable in Village Links history. This is a well conceived project that is supported by Village Links management, the Recreation Commission and Master Plan Steering Committee and the National Golf Foundation.

Actions Requested

Award of a Sealed Bid Construction Contract

Amend the FY 2012-13 Recreation Fund and Capital Projects Fund Budgets

Recommendation

Management recommends proceeding with this project based on the serious need to upgrade the facility, the relative low costs of financing and construction today, the quality of the project as developed through a thorough design and plan review process, as well as the need to invest in and improve critical Village assets including the facility and other infrastructure. In addition, these improvements will provide a real opportunity to attract and gain a greater market share of the golf and restaurant/banquet business in the short term and long term. Therefore, management recommends the following:

- That the Village Board award a construction contract to E.P. Doyle & Son, of Wheaton, IL in the amount of $5,394,841, which includes the base bid for the Village Links Improvement Project and Alternate Number 6 to build a concrete sidewalk with curb, to be expensed to the Recreation Fund.

- That the Village Board amend the FY 2012-13 Budget to include a revenue increase in the Recreation Fund of $5,000,000 in Bond Proceeds and $350,000 transfer from the Capital Projects Fund and amend the Recreation Fund to include a $6,300,000 capital expenditure. (It

should be noted that $350,000 will also be budgeted in FY 2013-14 as the Capital Improvement Commission (CIC) and Village Board requested this to be paid out over two fiscal years.)

Attachments

1. Certification of Bid Advertisement – Daily Herald, August 30, 2012.

2. Copies of sealed bids - 2 low bidders.

3. Revised 10-Year Forecast.

Advertisement for Bids

Village Links Golf Course Facility Improvements
The Village of Glen Ellyn Recreation Department
The Village Links of Glen Ellyn
485 Winchell Way
Glen Ellyn, Illinois 60137

The Village of Glen Ellyn, will receive sealed bids in the office of the Village Clerk, Glen Ellyn Civic Center, 535 Duane Street, Glen Ellyn, IL 60137, until 1:00 PM, Friday, September 14, 2012 for the Village Links Golf Course Improvements. Bids will be opened on that date and time in the office of the Village Clerk at the Glen Ellyn Civic Center.

The Village Links of Glen Ellyn, Illinois is a 27-hole golf course owned and operated by The Village of Glen Ellyn. The Golf Course Facility improvements work includes construction of a clubhouse addition of approximately 7400 SF, patios, and a parking lot addition. It includes significant underground utility work, resurfacing of an existing parking lot and entrance drive, installation of street lights, construction of concrete sidewalks, lake excavation and grading. It includes the construction of 3 golf tee boxes, the expansion of a golf driving range and related expansion of drainage and irrigation systems.

Bidders must submit AIA Document A305 Contractor's Qualification Statement to the Village Clerk, Glen Ellyn Civic Center, 535 Duane Street, Glen Ellyn, IL 60137, by Friday, September 7, 2012 at 3:00 P.M. Per the specifications for this project, Article 3.4 of this statement must include information on at least four major construction projects with a minimum construction cost of $1,000,000 completed in the last five years.

Sealed proposals shall be submitted on a form furnished by the Village of Glen Ellyn and accompanied by a bid security in an amount equal to five (5) percent of the bid and shall stand as security that the successful bidder will enter into a contract for the work bid upon within ten (10) days after acceptance of his proposal by the Village of Glen Ellyn.

All bid documents, including the AIA document A305, may be obtained at www.accurateplanroom.com – "Village Links Golf Course" folder.

Bidders should attend a Pre-Bid Meeting at the Village Links of Glen Ellyn Clubhouse, 485 Winchell Way, Glen Ellyn, IL 60137 Friday August 31, 2012 at 9:00 AM.

For information on this project, contact Matt Pekarek, Recreation Director, Village of Glen Ellyn, 630-469-8194.

The Village of Glen Ellyn is an affirmative action equal opportunity employer M/F.

Published in Daily Herald August 20, 2012 (4313717)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DAILY HERALD**. That said **DAILY HERALD** is a secular newspaper and has been circulated daily in the Village(s) of Addison, Bensenville, Bloomingdale, Carol Stream, Glendale Heights, Glen Ellyn, Itasca, Keeneyville, Lisle, Lombard, Medinah, Naperville, Oak Brook, Oakbrook Terrace, Roselle, Villa Park, Warrenville, West Chicago, Wheaton, Winfield, Wood Dale

County(ies) of DuPage

and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 7150, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published August 30, 2012 in said DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY Paula Baltz
Authorized Agent

Control # 4313717

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

A. Bidder: E.P. Doyle & Son, LLC

B. Project Name: Village Links Golf Course - Clubhouse.

C. Project Location: Village Links of Glen Ellyn, 485 Winchell Way, Glen Ellyn, IL 60137

D. Owner: Village of Glen Ellyn, 535 Duane Street, Glen Ellyn, IL 60137

1.2 CERTIFICATIONS AND BASE BID

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Contract Documents, General Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by PPK Architects and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all specified material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Project Bid Documents, for the stipulated sum of:

1. Five Million Three Hundred Ninety Four Thousand Eight Hundred Forty One Dollars ($ 5,394,841.00).
2. The above amount may be modified by amounts indicated by the Bidder on the attached Bid Form relating to project "Alternates".
3. The Base Bid amount "does not" include alternate materials or systems that which "have not" been previous approved as part of the issued Addendums.
4. The General Contractor is or has included a Golf Course Builders Association of America certified contractor to complete the required portion of the Work, as outlined in the Project Documents.
   a. GCBAA Contractor: GOLF CREATIONS OR WADSWORTH GOLF CONSTRUCTION

1.3 BONDS

A. The contractor indicates it has properly completed and provided the following bonds as required by the Contract Documents;
   1. Bid Bond; fully completed Bid Bond in the amount equal to 5% of the base bid amount above.
   2. Performance Bond; fully completed Performance Bond.
   3. Payment Bond: fully completed Payment Bond

1.4 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to enter in to contractual agreement with the Owner as specified in the Contract documents, commence the Work and shall be substantially complete of all work and obtain a full or temporary occupancy permit from the Village of Glen Ellyn on or before May 31, 2013.

B. LIQUIDATED DAMAGES
   1. The General Contractor shall be assessed a liquidated damage of $1,000 per day beginning on June 1, 2013, pending approved modification of the completion date and damages shall increase to $2,000 per day on July 1, 2013.

C. BONUS FOR EARLY COMPLETION
1. The General Contractor may request a bonus payment of $1,000 per day for early completion prior to May 31, 2013.

1.5 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
1. Addendum No. 1, dated August 31,2012.
2. Addendum No. 2, dated September 5, 2012.
3. Addendum No. 3, dated September 7, 2012.
4. Addendum No. 4, dated September 11, 2012.
5. Addendum No. 5, dated September 13, 2012

1.6 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in State of Illinois and Village of Glen Ellyn, IL and that all proposed subcontractors are also duly licensed or capable of obtaining all required licenses as required by the Village of Glen Ellyn, IL without project delay.

1.7 BID / BREAKDOWN: *

A.	Site Excavation/ Grading	$ 437,675.00
B.	Site Utilities (storm / water / gas / electric / sanitary)	$ 267,350.00
C.	Golf Course Utilities (turf drainage/ irrigation)	$ 291,575.00
D.	Paving (mill overlay portion)	$ 103,900.00
E.	Paving (new)	$ 116,555.00
F.	Site Lighting (fixture/ pole/ base)	$ 380,000.00
G.	Concrete Paving (sidewalks / cart paths / integral curbs)	$ 244,100.00
H.	Clubhouse – General Construction	$ 1,676,832.00
I.	Clubhouse – Interior Finishes (addition/ kitchen/ rm 124)	$ 183,642.00
J.	Clubhouse – Mechanical	$ 218,650.00
K.	Clubhouse – Electrical	$ 340,000.00
L.	Clubhouse – Electrical Light Fixtures (excluding parking lights/poles)	$ 156,000.00
M.	Clubhouse – Plumbing	$ 169,471.00
N.	Clubhouse – Exterior Arch. Elements 1. Wood trellis 2. Paver patio areas 3. Stone landscape walls/ trellis column bases	$ 291,650.00
O.	Winter Conditions	$ 68,000.00
P.	General Conditions	$ 343,275.00
Q.	Overhead/ Profit	$ 105,066.00
R.	Base Bid:	$ 5,394,841.00

* Note that bid breakdown is subject to change. The total cost remains the same;but cost may be allocated to different trade line items.

1.8 ALTERNATE BID ITEMS: (ADD/ DEDUCT (DED))

A.	012300 – ALT NO. 1 – SHINGLE ROOFING	ADD/(DED)	$ - 80,000.00
B.	012300 – ALT NO. 2 – STOREFRONT REPLACEMENT	(ADD)/DED	$ 25,300.00
C.	012300 – ALT NO. 3 – TRASH ENCLOSURE EXPANSION	(ADD)/ DED	$ 15,180.00
D.	012300 – ALT NO. 4 – GOLF CART CHARGING STATIONS	(ADD)/ DED	$ 76,808.00
E.	012300 – ALT NO. 5 – EXIST. CLUBHOUSE INTERIOR FIN.	(ADD)/ DED	$ 64,509.00
F.	012300 – ALT NO. 6 – CONC SIDEWALK/ CURB (C3.1/C3.2)	(ADD)/DED	$ 49,111.00
G.	012300 – ALT. NO. 7 – GALVALUME METAL ROOFING	ADD/(DED)	$ - 6,880.00
H.	GILL DESIGN G1.1 – ALTERNATE 1; TEE AREA SOD	(ADD)/ DED	$ 48,131.00
I.	GILL DESIGN G1.1 – ALT 2; PRACTICE AREA SOD	(ADD)/DED	$ 108,185.00

1.9 UNIT PRICES

A. The Owner is seeking the following unit prices for changes (add/deduct) in the scope of work.

B.	Excavation for foundations/ stone fill	CY	$	54.00
C.	Excavation (earthwork)/ placement	CY	$	13.00
D.	Undercut/ 3" stone fill	CY	$	49.75
E.	6" Sanitary Sewer/ trench backfill	LF	$	50.80
F.	4 ft dia. Sanitary manhole/ backfill	LS	$	2,650.00
G.	8" PVC Water Main/ backfill	LF	$	40.00
H.	6" DIP Water Main/ backfill	LF	$	36.75
I.	12" RCP Storm Sewer/ backfill	LF	$	30.50
J.	10" PVC Storm drain/ backfill	LF	$	33.50
K.	4" ADS Drain pipe/ backfill	LF	$	21.70
L.	4 ft dia. Manhole/ backfill	LS	$	1,700.00
M.	Trench Backfill – utilities	CY	$	32.50
N.	Bituminous surface course (1.5")	SY	$	7.75
O.	Bituminous surface course (2.0")	SY	$	7.90
P.	Bituminous binder course (2.0")	SY	$	6.75
Q.	Leveling Binder	TON	$	77.00
R.	CA6 stone base – compacted	CY	$	26.00
S.	Pavement striping – 4" yellow traffic paint	LF	$	.60
T.	5" Concrete flatwork/ Site paving	SF	$	3.75
U.	Parking Lot Light (single head/ pole)	LS	$	4,400.00
V.	Parking Lot Light (double head/ pole)	LS	$	7,700.00
W.	Light pole base (12" above grade)	LS	$	1,650.00
X.	Site electrical wiring (trench/ conduit/ wiring/ backfill)	LF	$	16.50
Y.	12" Block retaining wall	FF	$	36.75

1.10 SUBMISSION OF BID

Respectfully submitted this 17th day of September, 2012.

Submitted By: E.P. Doyle & Son, LLC

(Name of bidding firm or corporation)

Authorized Signature:

(Handwritten signature)

Signed By: Timothy M. Doyle

(Type or print name)

Title: President

(Owner/Partner/President/Vice President)

Street Address: 1100 Wheaton Oaks Court

City, State, Zip: Wheaton, IL 60187

Phone: 630-665-0600

License No.:

Federal ID No.: 36-422-7326

(Affix Corporate Seal Here)

END OF DOCUMENT 004113

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

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

WHEREAS, Section 33E-11 of the Criminal Code (Ill. Rev. Stat. 1987, Ch. 48, par. 33E-11) requires bidders and contractors to certify on a form provided by the unit of local government or school district that they are not barred from public contracting due to bid-rigging or bid rotating convictions.

NOW THEREFORE IT IS HEREBY CERTIFIED THAT the undersigned,

E. P. Doyle & Son, LLC, (individual, firm, corporation or other entity)

is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. The undersigned also certifies that no officers or employees of the bidder or contractor have been so convicted and that the bidder or contractor is not the successor company or a new company created by the officers or owners of one so convicted. It is further certified that any such conviction occurring after the date of this certification will be reported to the above named public body, in writing, within seven (7) days of such conviction, if it occurs during any bidding process, contract term or otherwise prior to entering into any contract therewith.

DATE: 9-13-12

By: _____
Tim Doyle - President

Witness:

OFFICIAL SEAL
MICHELLE R INNES
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES06/28/14

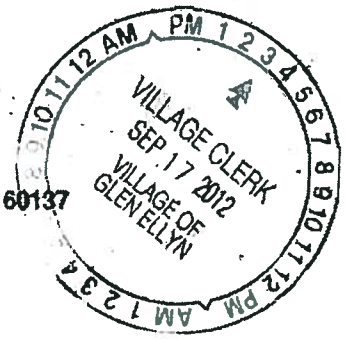
_____
(if individual or firm)

ATTEST:

_____ SEAL
(if Corporation)

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION



A. Bidder: R.L. Sohol General Contractor, Inc.

B. Project Name: Village Links Golf Course - Clubhouse.

C. Project Location: Village Links of Glen Ellyn, 485 Winchell Way, Glen Ellyn, IL 60137

D. Owner: Village of Glen Ellyn, 535 Duane Street, Glen Ellyn, IL 60137

1.2 CERTIFICATIONS AND BASE BID

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Contract Documents, General Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by PPK Architects and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all specified material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Project Bid Documents, for the stipulated sum of:

1. Five Million Four Hundred Seventeen Thousand Dollars ($5,417,000).
2. The above amount may be modified by amounts indicated by the Bidder on the attached Bid Form relating to project "Alternates".
3. The Base Bid amount "does not" include alternate materials or systems that which "have not" been previous approved as part of the issued Addendums.
4. The General Contractor is or has included a Golf Course Builders Association of America certified contractor to complete the required portion of the Work, as outlined in the Project Documents.
   a. GCBAA Contractor: Wadsworth Golf Construction

1.3 BONDS

A. The contractor indicates it has properly completed and provided the following bonds as required by the Contract Documents;
   1. Bid Bond; fully completed Bid Bond in the amount equal to 5% of the base bid amount above.
   2. Performance Bond; fully completed Performance Bond.
   3. Payment Bond: fully completed Payment Bond

1.4 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to enter in to contractual agreement with the Owner as specified in the Contract documents, commence the Work and shall be substantially complete of all work and obtain a full or temporary occupancy permit from the Village of Glen Ellyn on or before May 31, 2013.

B. LIQUIDATED DAMAGES
   1. The General Contractor shall be assessed a liquidated damage of $1,000 per day beginning on June 1, 2013, pending approved modification of the completion date and damages shall increase to $2,000 per day on July 1, 2013.

C. BONUS FOR EARLY COMPLETION

1. The General Contractor may request a bonus payment of $1,000 per day for early completion prior to May 31, 2013.

1.5 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated Aug 31, 2012.
2. Addendum No. 2, dated Sept. 5, 2012.
3. Addendum No. 3, dated Sept. 7, 2012.
4. Addendum No. 4, dated Sept. 11, 2012.

Addendum no.5 dated Sept 13, 2012.

1.6 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in State of Illinois and Village of Glen Ellyn, IL and that all proposed subcontractors are also duly licensed or capable of obtaining all required licenses as required by the Village of Glen Ellyn, IL without project delay.

1.7 BID / BREAKDOWN:

A.	Site Excavation/ Grading	$ 434,000 ·
B.	Site Utilities (storm / water / gas / electric / sanitary)	$ 370,000 ·
C.	Golf Course Utilities (turf drainage/ irrigation)	$ 300,000 ·
D.	Paving (mill overlay portion)	$ 100,000 ·
E.	Paving (new)	$ 116,000 ·
F.	Site Lighting (fixture/ pole/ base)	$ 380,000 ·
G.	Concrete Paving (sidewalks / cart paths / integral curbs)	$ 280,000 ·
H.	Clubhouse – General Construction	$ 1,107,000 ·
I.	Clubhouse – Interior Finishes (addition/ kitchen/ rm 124)	$ 606,500 ·
J.	Clubhouse – Mechanical	$ 220,000 ·
K.	Clubhouse – Electrical	$ 340,000 ·
L.	Clubhouse – Electrical Light Fixtures (excluding parking lights/poles)	$ 156,000 ·
M.	Clubhouse – Plumbing	$ 185,000 ·
N.	Clubhouse – Exterior Arch. Elements 1. Wood trellis 2. Paver patio areas 3. Stone landscape walls/ trellis column bases	$ 221,120 ·
O.	Winter Conditions	$ 58,000 ·
P.	General Conditions	$ 523,380 ·
Q.	Overhead/ Profit	$ 20,000 ·
R.	Base Bid:	$ 5,417,000

1.8 ALTERNATE BID ITEMS: (ADD/ DEDUCT (DED))

A.	012300 – ALT NO. 1 – SHINGLE ROOFING	ADD (DED)	$ 79,000
B.	012300 – ALT NO. 2 – STOREFRONT REPLACEMENT	(ADD) DED	$ 21,000
C.	012300 – ALT NO. 3 – TRASH ENCLOSURE EXPANSION	(ADD) DED	$ 20,000
D.	012300 – ALT NO. 4 – GOLF CART CHARGING STATIONS	(ADD) DED	$ 9,500
E.	012300 – ALT NO. 5 – EXIST. CLUBHOUSE INTERIOR FIN.	(ADD) DED	$ 22,500
F.	012300 – ALT NO. 6 – CONC SIDEWALK/ CURB (C3.1/C3.2)	(ADD) DED	$ 52,000
G.	012300 – ALT. NO. 7 – GALVALUME METAL ROOFING	ADD (DED)	$ 6,000
H.	GILL DESIGN G1.1 – ALTERNATE 1; TEE AREA SOD	(ADD) DED	$ 43,000
I.	GILL DESIGN G1.1 – ALT 2; PRACTICE AREA SOD	(ADD) DED	$ 91,000

1.9 UNIT PRICES

A. The Owner is seeking the following unit prices for changes (add/deduct) in the scope of work.

B.	Excavation for foundations/ stone fill	CY	$ 50
C.	Excavation (earthwork)/ placement	CY	$ 12
D.	Undercut/ 3" stone fill	CY	$ 46
E.	6" Sanitary Sewer/ trench backfill	LF	$ 26
F.	4 ft dia. Sanitary manhole/ backfill	LS	$ 2,750
G.	8" PVC Water Main/ backfill	LF	$ 37.50
H.	6" DIP Water Main/ backfill	LF	$ 35.25
I.	12" RCP Storm Sewer/ backfill	LF	$ 24.50
J.	10" PVC Storm drain/ backfill	LF	$ 21.50
K.	4" ADS Drain pipe/ backfill	LF	$ 15.30
L.	4 ft dia. Manhole/ backfill	LS	$ 1,750
M.	Trench Backfill – utilities	CY	$ 15.25
N.	Bituminous surface course (1.5")	SY	$ 7.10
O.	Bituminous surface course (2.0")	SY	$ 7.30
P.	Bituminous binder course (2.0")	SY	$ 6.20
Q.	Leveling Binder	TON	$ 71.25
R.	CA6 stone base – compacted	CY	$ 34
S.	Pavement striping – 4" yellow traffic paint	LF	$ .50
T.	5" Concrete flatwork/ Site paving	SF	$ 4.40
U.	Parking Lot Light (single head/ pole)	LS	$ 4,000
V.	Parking Lot Light (double head/ pole)	LS	$ 7,000
W.	Light pole base (12" above grade)	LS	$ 1,500
X.	Site electrical wiring (trench/ conduit/ wiring/ backfill)	LF	$ 15
Y.	12" Block retaining wall	FF	$ 46

1.10 SUBMISSION OF BID

Respectfully submitted this 14 day of September, 2012.

Submitted By: R.L. Sohol General Contractor, Inc.

(Name of bidding firm or corporation)

Authorized Signature: Charles A Berns

(Handwritten signature)

Signed By: Charles A. Berns

(Type or print name)

Title: President

(Owner/Partner/President/Vice President)

Street Address: 14150 S. Rt 30

City, State, Zip Plainfield, IL 60544

Phone: 815-436-1177

License No.:

Federal ID No.: 36-3630057

(Affix Corporate Seal Here)

END OF DOCUMENT 004113

Village Links Clubhouse Expansion Model
Base Case

		Historical Data					Historical Stats			Projection		Projections - Likely Case									
		2007	2008	2009	2010	2011	2007-2011 Average	2007-2011 CAGR	2009-2011 CAGR	2012	2013	Growth Assumption	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Revenues	Sales Tax	52,587	54,411	52,294	53,625	56,128	53,807	1.6%	3.6%	62,000	58,000		99,000	102,000	105,000	109,000	112,000	116,000	120,000	125,000	130,000	135,000
	Interest - Investment	104,503	47,643	9,084	7,336	5,926	34,898	N/A	-19.2%	8,000	8,000		5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
	Interest - Bank Accts									-	-											
	Greens Fees	1,939,536	1,858,538	1,758,920	1,717,383	1,645,196	1,783,915	-4.0%	-3.3%	1,798,000	1,700,000		1,873,200	1,867,320	1,886,716	1,906,189	1,925,743	1,945,379	1,965,100	1,984,909	2,004,809	2,024,801
	Driving Range	239,949	228,102	228,118	202,494	188,711	217,275	-5.8%	-9.2%	219,000	190,000		244,000	246,000	252,000	258,000	260,000	264,000	268,000	272,000	276,000	280,000
	Pro-Shop Sales/Inv.	240,038	209,970	167,530	149,065	173,968	188,115	-7.7%	1.9%	185,000	170,000	1.0%	174,000	176,000	178,000	180,000	182,000	184,000	186,000	188,000	190,000	192,000
	Season Tickets																					
	Resident Cards	30,221	30,087	29,014	27,408	24,987	28,343	-4.6%	-7.2%	36,000	36,000		35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
	Motor Carts	417,928	399,744	381,190	383,444	362,366	388,934	-2.2%	2.9%	444,000	390,000		468,300	466,830	471,679	476,547	481,436	486,345	491,275	496,227	501,202	506,200
	Vending Machines										-											
	Misc- Over/short	(1,815)	468	604	216	(169)	(99)	N/A	N/A	(200)	-	1.0%	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)
	Misc.	101,424	103,685	99,584	101,972	97,822	100,897	-0.9%	-0.9%	98,000	100,000	1.0%	98,000	99,000	100,000	101,000	102,000	103,000	104,000	105,000	106,000	107,000
	VG Athletic Fields					10,000	10,000	N/A	N/A	10,000	10,000		10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
	VG Refreshment Stand									-	-											
	Food Services	529,961	533,810	492,903	490,254	505,472	510,480	-1.2%	1.3%	564,000	530,000		1,031,000	1,064,530	1,100,679	1,139,342	1,180,833	1,225,383	1,273,244	1,324,891	1,380,024	1,439,571
	Subtotal - Revenues	3,654,533	3,464,458	3,206,232	3,133,266	3,099,466	3,308,566	-4.1%	-7.7%	3,423,800	3,192,000		4,037,400	4,073,680	4,143,973	4,217,979	4,293,911	4,374,005	4,457,519	4,545,728	4,637,935	4,734,472
Operating Expenditures	Administration (less debt)	383,614	514,428	403,925	456,494	473,092	446,311	5.4%	8.2%	457,000	457,000		516,000	521,000	526,000	532,000	537,000	544,000	550,000	557,000	564,000	571,000
	Golf Grounds Maintenance	842,880	819,628	848,652	826,426	704,654	808,448	-4.4%	-8.9%	750,000	750,000	2.5%	750,400	769,200	788,400	808,100	828,300	849,000	870,200	892,000	914,300	937,200
	Golf Service	657,630	646,137	672,053	626,693	635,849	647,672	-0.8%	-2.7%	655,100	655,100		676,100	683,400	690,800	698,300	705,900	713,600	721,400	729,300	737,200	745,300
	Food Service	544,853	530,630	527,952	549,746	541,192	538,915	-0.2%	1.2%	561,000	543,300		973,100	1,002,000	1,032,900	1,068,000	1,101,400	1,139,300	1,180,000	1,223,600	1,270,400	1,320,700
	Fields and Parks	7,065	14,142	6,322	20,238	19,187	13,391	28.4%	74.2%	27,000	25,200	1.0%	20,000	20,200	20,400	20,600	20,800	21,000	21,200	21,400	21,600	21,800
	Pro Shop	249,530	258,588	184,771	155,117	188,634	207,328	-6.8%	1.0%	197,000	185,600	1.0%	188,600	190,500	192,400	194,300	196,200	198,200	200,200	202,200	204,200	206,200
	Refreshment Stand	-	-	-	-	-	-	N/A	N/A	-	-	1.0%	-	-	-	-	-	-	-	-	-	-
	Motor Carts	36,901	42,427	33,727	36,349	36,905	37,262	0.0%	4.6%	42,180	40,900	1.0%	41,900	42,400	43,000	43,500	44,100	44,600	45,200	45,800	46,300	46,900
	Mech Maint - Admin	-	-	589	-	-	120	N/A	N/A	1,000	1,000	1.0%	500	500	500	500	500	500	500	500	500	500
	Mech Maint - Grounds	96,651	77,441	84,735	91,673	86,452	87,390	-2.7%	1.0%	91,000	97,900	2.5%	87,400	89,600	91,800	94,100	96,500	98,900	101,400	103,900	106,500	109,200
	Mech Maint - Golf	7,346	9,766	9,016	5,607	7,061	7,759	-1.0%	-11.5%	5,000	8,700	2.5%	7,800	8,000	8,200	8,400	8,600	8,800	9,000	9,200	9,400	9,600
	Mech Maint - Food	7,873	17,468	16,042	12,816	13,550	13,550	14.5%	-8.1%	17,000	16,100	2.5%	25,000	25,700	26,500	27,300	28,200	29,200	30,300	31,400	32,600	33,900
	Mech Maint - Parks	-	-	-	-	-	-	N/A	N/A	-	-	1.0%	-	-	-	-	-	-	-	-	-	-
	Mech Maint - Pro-shop	225	225	225	-	-	135	N/A	N/A	300	300	2.5%	500	500	500	500	500	500	500	500	500	500
	Mech Maint - VGRS	-	-	-	-	-	-	N/A	N/A	-	-		-	-	-	-	-	-	-	-	-	-
	Mech Maint - Carts	7,600	2,095	3,376	6,463	9,363	5,779	5.4%	66.5%	11,000	7,800		6,900	7,000	7,100	7,300	7,600	7,800	8,100	8,300	8,500	8,800
	Subtotal - Operating Expenses	2,842,168	2,933,175	2,791,396	2,787,622	2,715,939	2,814,960	-1.1%	-1.4%	2,814,580	2,788,900		3,294,200	3,360,000	3,428,500	3,500,900	3,575,600	3,655,400	3,736,000	3,825,100	3,916,000	4,011,600
	Operating Net	812,365	531,283	408,837	345,678	374,469	494,506			609,220	403,100		743,200	713,680	715,473	717,079	718,311	718,606	719,519	720,628	721,935	722,872
Debt	2004 Debt	339,320	339,320	337,260	340,420	335,050	338,274	-0.3%	-0.3%	337,418	332,418		337,418	336,568	334,943	342,518	338,968	344,543	343,868	347,055	124,680	
	2012 Debt (anticipated)										335,000		335,000	335,000	335,000	335,000	335,000	335,000	335,000	335,000	335,000	335,000
	Subtotal - Debt	339,320	339,320	337,260	340,420	335,050	338,274	-0.3%	-0.3%	337,418	667,418		672,418	671,568	669,943	677,518	673,968	679,543	678,868	682,055	459,680	335,000
	Net before Capital Expenditures	473,045	191,963	71,577	5,158	39,419	156,232			271,803	(264,318)		70,783	42,113	45,531	39,561	44,344	39,064	40,652	38,573	262,255	387,872
Cap. Ex.	Capital Expenditures	29,295	177,469	317,308	6,454	15,743	109,442	-13.1%	N/A	231,000	107,800	3.0%	109,000	112,000	115,000	118,000	122,000	126,000	130,000	134,000	138,000	142,000
	Investment in Links renovation project										600,000											
	Total Net	$ 443,750	$ 14,554	$ (245,731)	$ (1,296)	$ 22,676	$ 46,790	N/A	N/A	$ 40,803	$ (972,118)		$ (38,218)	$ (69,888)	$ (69,469)	$ (78,439)	$ (77,656)	$ (86,936)	$ (89,348)	$ (95,427)	$ 124,255	$ 245,872
	Projected available cash reserves	$ 2,360,000	$ 2,413,000	$ 2,202,000	$ 2,216,000	$ 2,284,000				$ 2,324,803	$ 1,352,685		$ 1,314,468	$ 1,244,580	$ 1,175,111	$ 1,096,672	$ 1,019,016	$ 932,080	$ 842,731	$ 747,304	$ 871,560	$ 1,117,431

Data presented based on calendar year.

9/20/2012

A-10

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Kevin Wachtel, Finance Director KW

DATE: September 19, 2012

RE: Debt for Village Links Renovation Project – Parameters Ordinance

Background

The Village has been planning to renovate the Village Links Clubhouse. The project has been reviewed by several resident committees, the design has been completed through the plan review process, and a 10-year plan has been vetted by the Finance Commission. This project has been in the planning stages for almost two years and the construction contract is up for Village Board consideration at the September 24, 2012, regular meeting. If the project proceeds, the Village will need to issue debt to fund the renovations. Management has been working with R.W. Baird (Financial Advisors), Chapman and Cutler (Bond Counsel), and Stewart Diamond (local counsel) to coordinate details of the bond sale. The details of the bonds, specifically the parameters ordinance for consideration on September 24, 2012, was discussed at the September 10, 2012, Village Board workshop.

Issues

At the September 10 workshop, we discussed the scope of the ordinance. Since that time, the bids have been received and we have better information on potential rates. The project will need to issue $5.0 million in bonds. As of today, we anticipate that the net interest cost will be under 3.0%, possibly less. The structure of the bonds may include a discounts and premiums to make bonds more attractive to investors, which would require that we issue bonds in a higher par (or face value) amount, so our financial advisors have recommend that the parameters ordinance allow for issuing up to $5.2 million in bonds. (Premium: investors pay more than the par value of the bond at purchase to achieve a higher yield. Discount: the par value of the bonds are higher than the amount invested.) The Village would receive $5.0 million in proceeds, and the total amount of our debt service payments would be based on $5.0 million that we need to complete the project.

At the workshop, the Village Board expressed concern about authorizing bonds with too wide of parameters. The primary concern is affordability of annual debt service payments. We have lowered the limitation from $525,000 to $400,000. We have lowered the interest rate from 7.0% to 5.5%. We anticipate the net interest rates to be much lower than 5.5%, but recommend this higher amount to allow for bidding investors to structure the bonds with premiums and discounts to get the best results for the Village. In some possible scenarios, the interest rates on the bonds will be a few percentage points higher than the net interest rates that we will pay; if that higher interest rate exceeds our limit, we would not be able to sell the bonds to that particular investor.

The bonds to be issued will be General Obligation bonds. We anticipate that the debt service will be paid from Recreation Fund revenues and that we will abate the property taxes each year throughout the life of the bonds.

Recommendation

If the construction contract is awarded, Management recommends that the Village board adopt the parameters ordinance to issue General Obligation Bond, Series 2012 with the following limitations:

- A total of $5.2 million in bonds to be issued,
- Annual debt service payments not to exceed $400,000, and
- Interest rate not to exceed 5.5%.

Action Requested

Adopt the attached ordinance authorizing two of the following Village officials (Village President, Village Manager, Acting Village Clerk, Finance Director) to execute the sale of bonds for the Village Links renovation project.

Attachments

- Golf Course Project Bonding Analysis, as of September 18, 2012, prepared by R.W. Baird Co. Incorporated
- Parameters ordinance and related filing/disclosure documents

Village of Glen Ellyn, Illinois

Golf Course Project Bonding Analysis

Preliminary as of September 18, 2012

Bond Year Ending Jan 1	Golf Course Related Portion of 2010 Bonds [2]	9/18/2012 Market Scale						9/18/2012 Market Scale with additional Discount Bonds					
		Principal (1/1)	Coupon	Yield	Interest (1/1 & 7/1)	Total	Total Golf Course Related Debt Service	Principal (1/1)	Coupon	Yield	Interest (1/1 & 7/1)	Total	Total Golf Course Related Debt Service
2013	$337,418						$337,418						$337,418
2014	$332,418	$160,000	2.000%	0.740%	$174,082	$334,082	$666,500	$180,000	2.000%	0.740%	$153,549	$333,549	$665,966
2015	$337,418	$190,000	2.000%	0.830%	$141,200	$331,200	$668,618	$210,000	2.000%	0.830%	$123,768	$333,768	$671,185
2016	$336,568	$195,000	3.000%	0.970%	$137,400	$332,400	$668,968	$210,000	2.000%	0.970%	$119,568	$329,568	$666,135
2017	$334,943	$200,000	3.000%	1.200%	$131,550	$331,550	$666,493	$215,000	2.000%	1.200%	$115,368	$330,368	$665,310
2018	$342,518	$205,000	3.000%	1.530%	$125,550	$330,550	$673,068	$220,000	2.000%	1.530%	$111,068	$331,068	$673,585
2019	$338,968	$215,000	3.000%	1.830%	$119,400	$334,400	$673,368	$225,000	2.000%	1.830%	$106,668	$331,668	$670,635
2020	$344,543	$220,000	3.000%	2.060%	$112,950	$332,950	$677,493	$230,000	2.500%	2.060%	$102,168	$332,168	$676,710
2021	$343,868	$225,000	3.000%	2.250%	$106,350	$331,350	$675,218	$235,000	2.500%	2.250%	$96,418	$331,418	$675,285
2022	$347,055	$235,000	3.000%	2.380%	$99,600	$334,600	$681,655	$240,000	2.500%	2.380%	$90,543	$330,543	$677,598
2023	$124,680	$240,000	3.000%	2.510%	$92,550	$332,550	$457,230	$250,000	2.500%	2.510%	$84,543	$334,543	$459,223
2024		$250,000	3.000%	2.560%	$85,350	$335,350	$335,350	$255,000	2.500%	2.560%	$78,293	$333,293	$333,293
2025		$255,000	3.000%	2.610%	$77,850	$332,850	$332,850	$260,000	2.500%	2.610%	$71,918	$331,918	$331,918
2026		$265,000	3.000%	2.680%	$70,200	$335,200	$335,200	$265,000	2.500%	2.680%	$65,418	$330,418	$330,418
2027		$270,000	3.000%	2.740%	$62,250	$332,250	$332,250	$275,000	2.700%	2.740%	$58,793	$333,793	$333,793
2028		$280,000	3.000%	2.800%	$54,150	$334,150	$334,150	$280,000	2.750%	2.800%	$51,368	$331,368	$331,368
2029		$285,000	3.000%	2.860%	$45,750	$330,750	$330,750	$290,000	2.750%	2.860%	$43,668	$333,668	$333,668
2030		$295,000	3.000%	2.890%	$37,200	$332,200	$332,200	$295,000	2.750%	2.890%	$35,693	$330,693	$330,693
2031		$305,000	3.000%	2.930%	$28,350	$333,350	$333,350	$305,000	2.900%	2.930%	$27,580	$332,580	$332,580
2032		$315,000	3.000%	2.990%	$19,200	$334,200	$334,200	$315,000	2.900%	2.990%	$18,735	$333,735	$333,735
2033		$325,000	3.000%	3.060%	$9,750	$334,750	$334,750	$320,000	3.000%	3.060%	$9,600	$329,600	$329,600
	$3,520,393	$4,930,000			$1,730,682	$6,660,682	$10,181,075	$5,075,000			$1,564,719	$6,639,719	$10,160,111

Sources and Uses of Funds

Sources of Funds	
Par Amount	$4,930,000
Reoffering Premium	$150,983
Total Sources	$5,080,983
Uses of Funds	
Deposit to Project Fund	$5,000,000
Estimated Costs of Issuance [3]	$80,865
Rounding Amount	$118
Total Uses of Funds	$5,080,983
Estimated Net Interest Cost	**2.797%**
Estimated True Interest Cost	**2.753%**

Sources and Uses of Funds

Sources of Funds	
Par Amount	$5,075,000
Reoffering Premium	$11,754
Total Sources	$5,086,754
Uses of Funds	
Deposit to Project Fund	$5,000,000
Estimated Costs of Issuance [3]	$84,388
Rounding Amount	$2,366
Total Uses of Funds	$5,086,754
Estimated Net Interest Cost	**2.716%**
Estimated True Interest Cost	**2.710%**

(1) Assumes current tax-exempt bank-qualified interest rates, general obligation bonds are issued by the Village, a rating of "Aa1", no bond insurance, 20 year amortization, dated date of October 17, 2012 and first interest payment of July 1, 2013. Preliminary, subject to change.

(2) The portion of the General Obligation Refunding Bonds, Series 2010 that refunded the General Obligation Corporate Purpose Bonds, Series 2003.

(3) Estimated total costs of issuance. Preliminary, subject to change.

BAIRD

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of not to exceed $5,200,000 General Obligation Bonds, Series 2012, of the Village of Glen Ellyn, DuPage County, Illinois, authorizing designated officers to sell said bonds by the execution of a bond order, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

Adopted by the President and Board of Trustees on the 24th day of September 2012.

Published in Pamphlet Form by Authority of the President and Board of Trustees on the ____ day of September 2012.

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LIST OF EXHIBITS

A—FORM OF BOND ORDER
B—CONTINUING DISCLOSURE UNDERTAKING

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of not to exceed $5,200,000 General Obligation Bonds, Series 2012, of the Village of Glen Ellyn, DuPage County, Illinois, authorizing designated officers to sell said bonds by the execution of a bond order, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

PREAMBLES

WHEREAS

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

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

C. The President and Board of Trustees of the Village (the *"Corporate Authorities"*) have previously considered the needs of the Village and have determined and do hereby determine that it is advisable, necessary and in the best interests of the Village to provide for various corporate capital improvements, including, but not limited to, improvements to the Village's golf course and related areas, all owned and operated by, in and for the Village (the *"Project"*).

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

capitalized interest, and reserves, to be not greater than $5,200,000; and there are not moneys of the Village on hand and available for the purpose of providing for the payment of such costs.

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

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

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

Corporate Authorities

Project

Village

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

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

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

"Bond Counsel" means Chapman and Cutler LLP, Chicago, Illinois.

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

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

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

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

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

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

"Bonds" means the not to exceed $5,200,000 General Obligation Bonds, Series 2012 authorized to be issued by this Ordinance.

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

"Code" means the Internal Revenue Code of 1986, as amended.

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

"County" means The County of DuPage, Illinois.

"County Clerk" means the County Clerk of the County.

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

"Designated Officers" means any two of the President, Acting Village Clerk, Finance Director/Treasurer, or Village Manager of the Village, acting in concert.

"Financial Advisor" means Robert W. Baird & Co. Incorporated.

"Ordinance" means this Ordinance, numbered as set forth on the title page, and passed by the Corporate Authorities on the 24th day of September 2012.

"Purchase Price" means the price to be paid for the Bonds as set forth in the Bond Order, *provided* that no such price shall be less than 98% of the par value, plus accrued interest from the date of issue to the date of delivery, if any.

"Purchaser" means the purchaser of the Bonds, as the winning bidder at competitive sale.

"Record Date" means the 15th day of the month preceding any interest payment date.

"Tax-exempt" means the status of interest paid and received thereon as excludable from gross income of the owners thereof for federal income tax purposes and as not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Code, but as taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations.

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

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

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

Section 4. Bond Details. A. For the purpose of providing for the Project, there shall be issued and sold the Bonds in the aggregate principal amount of not to exceed $5,200,000.

B. The Bonds may each be designated *"General Obligation Bond, Series 2012"* or such other name or names or series designations as may be appropriate and as stated in a relevant Bond Order. The Bonds shall be dated on or before the date of issuance as may be set forth in a relevant Bond Order (the *"Dated Date"*); and each Bond shall also bear the date of authentication thereof. The Bonds shall be fully registered and in Book Entry Form, shall be in denominations of $5,000 or integral multiples thereof (but no single Bond shall represent principal maturing on more than one date), and shall be numbered consecutively in such fashion as shall be determined by the Bond Registrar. The Bonds shall become due and payable serially on January 1 of any year, not later than January 1, 2033.

C. The Bonds shall mature in the amounts and in the years as shall be set forth in the relevant Bond Order, *provided, however,* that the *sum* of the principal of and interest on the Bonds due (or subject to mandatory redemption) in any given annual period from January 2 to the following January 1 (a *"Bond Year"*) shall not exceed $400,000. Further conditions of sale and delivery are set forth below (Section 16).

D. Each Bond shall bear interest at a rate not to exceed five and one half percent (5.50%) per annum from the later of its Dated Date as herein provided or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on January 1 and July 1 of each year, commencing on such January 1 or July 1 as shall be provided in a relevant Bond Order. Interest on each Bond shall be paid by check or draft of the Bond Registrar, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date and mailed to the registered owner of the Bond as shown in the Bond Registrar or at such other address furnished in writing by such Registered Owner, or as otherwise may be agreed with the Depository for so long as the Depository or its nominee is the registered owner as of a given Record Date. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the office of the Bond Registrar maintained for the purpose or at successor Bond Register or locality.

Section 5. Registration of Bonds; Persons Treated as Owners. The Village shall cause books (the *"Bond Register"* as defined) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the office of the Bond Registrar maintained for such purpose, which is hereby constituted and appointed the registrar of the Village for the Bonds. The Village shall prepare, and the Bond Registrar or such other agent as the Village may

designate shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds. Subject to the provisions of this Ordinance relating to the Bonds in Book Entry Form, any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the office of the Bond Registrar maintained for the purpose, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount. The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however,* the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Bonds for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover

any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Section 6. Book Entry Provisions. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each maturity bearing the same interest rate. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of the Depository or a designee or nominee of the Depository (such depository or nominee being the *"Book Entry Owner"*). Except as otherwise expressly provided, all of the outstanding Bonds from time to time shall be registered in the Bond Register in the name of the Book Entry Owner (and accordingly in Book Entry Form as such term is used in this Ordinance). Any Village officer, as representative of the Village, is hereby authorized, empowered, and directed to execute and deliver or utilize a previously executed and delivered Letter of Representations or Blanket Letter of Representations (either being the *"Letter of Representations"*) substantially in the form common in the industry, or with such changes therein as the officer executing the Letter of Representations on behalf of the Village shall approve, his or her execution thereof to constitute conclusive evidence of approval of such changes, as shall be necessary to effectuate Book Entry Form. Without limiting the generality of the authority given with respect to entering into such Letter of Representations, it may contain provisions relating to (a) payment procedures, (b) transfers of the Bonds or of beneficial interests therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices. With respect to Bonds registered in the Bond Register in the name of the Book Entry Owner, none of the Village, any Village officer, or the Bond Registrar shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which the Depository holds Bonds from time to time as securities depository (each

such broker-dealer, bank, or other financial institution being referred to herein as a *"Depository Participant"*) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, the Village, any Village officer, and the Bond Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the Book Entry Owner, or any Depository Participant with respect to any ownership interest in the Bonds, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register or as otherwise expressly provided in the Letter of Representations, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. In the event that (a) the Village determines that the Depository is incapable of discharging its responsibilities described herein and in the Letter of Representations, (b) the agreement among the Village, the Bond Registrar, and the Depository evidenced by the Letter of Representations shall be terminated for any reason, or (c) the Village determines that it is in the best interests of the Village or of the beneficial owners of the Bonds either that they be able to obtain certificated Bonds or that another depository is preferable, the Village shall notify the Depository and the Depository shall notify the Depository Participants of the availability of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of the Book Entry Owner. Alternatively, at such time, the Village may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a system accommodating Book Entry Form, as may be acceptable to the Village, or such depository's agent or designee, but if the Village does not select such alternate

book entry system, then the Bonds shall be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 7. Execution; Authentication. The Bonds shall be executed on behalf of the Village by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Acting Village Clerk, as they may determine, and shall be impressed or imprinted with the corporate seal or facsimile seal of the Village. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form provided, duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance.

Section 8. Term Bonds; Mandatory Redemption. The Bonds may be subject to mandatory redemption (as Term Bonds) as provided in the Bond Order; *provided, however,* that in such event the amounts due pursuant to mandatory redemption shall be the amounts used to satisfy the tests set forth in (Section 4 of) this Ordinance for the maximum amounts of principal and interest due on the Bonds in any given Bond Year. Bonds designated as Term Bonds shall be made subject to mandatory redemption by operation of the Bond Fund at a price of not to exceed par and accrued interest, without premium, on January 1 of the years and in the amounts

as shall be determined in a Bond Order. The Village covenants that it will redeem Term Bonds pursuant to the mandatory redemption requirement for such Term Bonds. Proper provision for mandatory redemption having been made, the Village covenants that the Term Bonds so selected for redemption shall be payable as at maturity, and taxes shall be levied and collected as provided herein accordingly

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

Section 10. Optional Redemption. As designated in the Bond Order, Bonds may be made subject to redemption prior to maturity at the option of the Village, from any available funds, in whole or in part, on any date specified, and if in part, in any order of maturity (and, if applicable, in any order of mandatory redemption payments) as selected by the Village, and if less than an entire maturity, in integral multiples of $5,000, selected by lot by the Bond Registrar, at the redemption price of not to exceed 100% of the principal amount redeemed plus accrued

interest to the date fixed for redemption. As provided in the Bond Order, some portion or all of the Bonds may be made not subject to optional redemption

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

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

B. Selection of Bonds within a Maturity. For purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar for the Bonds of such series and maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided,* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any $5,000 Bond or $5,000 portion of a Bond shall be as likely to be called for redemption as any other such $5,000 Bond or $5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable receipt of funds sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

C. Official Notice of Redemption. The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in

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

(1) the redemption date;

(2) the redemption price;

(3) if less than all of the outstanding Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such maturity, the respective principal amounts) of the Bonds to be redeemed;

(4) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and

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

D. Conditional Redemption. Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Bond Registrar prior to

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

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

F. Insufficiency in Notice Not Affecting Other Bonds; Failure to Receive Notice; Waiver. Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the

equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. *In lieu of the foregoing official notice, so long as the Bonds are held in Book Entry Form, notice may be given as provided in the Representations Letter, and the giving of such notice shall constitute a waiver by the Depository and the Book Entry Owner, as registered owner, of the foregoing notice.*

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

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

I. Bonds to Be Cancelled; Payment to Identify Bonds. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

J. Additional Notice. The Village agrees to provide such additional notice of redemption as it may deem advisable at such time as it determines to redeem Bonds, taking into account any requirements or guidance of the Securities and Exchange Commission, the Municipal Securities Rulemaking Board, the Government Accounting

Standards Board, or any other federal or state agency having jurisdiction or authority in such matters; *provided, however,* that such additional notice shall be (1) advisory in nature, (2) solely in the discretion of the Village, (3) not be a condition precedent of a valid redemption or a part of the Bond contract, and (4) any failure or defect in such notice shall not delay or invalidate the redemption of Bonds for which proper official notice shall have been given. Reference is also made to the provisions of the Continuing Disclosure Undertaking of the Village with respect to the Bonds, which may contain other provisions relating to notice of redemption of Bonds.

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

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

[FORM OF BONDS - FRONT SIDE]

REGISTERED
NO. _____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
THE COUNTY OF DUPAGE
VILLAGE OF GLEN ELLYN
GENERAL OBLIGATION BOND
SERIES 2012

See Reverse Side for
Additional Provisions.

Interest Rate:	Maturity Date: January 1, ____	Dated Date: _____ __, 2012	CUSIP: 377478 __

Registered Owner: CEDE & CO.

Principal Amount:

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

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

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

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

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

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

_____
President, Village of Glen Ellyn
DuPage County, Illinois

ATTEST:

_____
Acting Village Clerk, Village of Glen Ellyn
DuPage County, Illinois

[SEAL]

[FORM OF AUTHENTICATION]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Bonds, Series 2012, having a Dated Date of _____ __, 2012, of the Village of Glen Ellyn, DuPage County, Illinois.

U.S. BANK NATIONAL ASSOCIATION
Chicago, Illinois
as Bond Registrar

Date of Authentication: _____, ____

By _____
Authorized Officer

[FORM OF BONDS - REVERSE SIDE]

This bond is one of a series of bonds (the *"Bonds"*) in the aggregate principal amount of $_____ issued by the Village for the purpose of paying a part of the costs of the Project, as defined in the hereinafter defined Ordinance, and of paying expenses incidental thereto, all as described and defined in the bond ordinance of the Village, passed by the President and Board of Trustees on the 24th day of September 2012, authorizing the Bonds (as supplemented by the Bond Order executed in connection with the sale of the Bonds, the *"Ordinance"*), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the Village as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970, (such code and powers being the *"Act"*), and with the Ordinance, which has been duly approved by the President, and published, in all respects as by law required.

This Bond is subject to provisions relating to [redemption and terms and notice of redemption,] registration, transfer, and exchange and such other terms and provisions relating to

security and payment as are set forth in the Ordinance, to which reference is hereby expressly made, and to all the terms of which the registered owner hereof is hereby notified and shall be subject.

The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

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

[FORM OF ASSIGNMENT]

ASSIGNMENT

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

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

_____

_____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

_____

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

Dated: _____ _____

Signature guaranteed: _____

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

Section 13. Security for the Bonds. The Bonds are a general obligation of the Village, for which the full faith and credit of the Village are irrevocably pledged, and are payable from the levy of the Ad Valorem Property Taxes on all of the taxable property in the Village, without limitation as to rate or amount.

Section 14. Tax Levy; Abatements. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, *there is hereby levied upon all of the taxable property within the Village, in the years for which any of the Bonds are outstanding, a direct annual tax (the "AD VALOREM PROPERTY TAXES") as limited by (Section 4 of) this Ordinance, and as shall be fully set forth in the Bond Order for the Bonds.* Ad Valorem Property Taxes and other moneys on deposit in the Bond Fund from time to time (*"Bond Moneys"* as herein defined) shall be applied to pay principal of and interest on the Bonds. Interest on or principal of the Bonds coming due at any time when there are insufficient Bond Moneys to pay the same shall be paid promptly when due from current funds on hand in advance of the deposit of the Ad Valorem Property Taxes; and when the Ad Valorem Property Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The Village covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the Ad Valorem Property Taxes. The Village and its officers will comply with all present and future applicable laws in order to assure that the Ad Valorem Property Taxes may lawfully be levied, extended, and collected as provided herein. In the event that funds from any other lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the taxes levied herein for

the payment of same, the Corporate Authorities shall, by proper proceedings, direct the transfer of such funds to the Bond Fund, and shall then direct the abatement of the taxes by the amount so deposited. The Village covenants and agrees that it will not direct the abatement of taxes until money has been deposited into the Bond Fund in the amount of such abatement. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerk in a timely manner to effect such abatement.

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

Section 16. Sale of Bonds; Bond Order; Official Statement. A. The Designated Officers are hereby authorized to proceed, without any further official authorization or direction whatsoever from the Corporate Authorities, to sell and deliver Bonds as herein provided. The Designated Officers shall be and are hereby authorized and directed to sell the Bonds to the Purchaser at not less than 98% of the par value thereof and upon the following conditions:

(1) The Purchaser shall be the winning bidder at public competitive sale of the Bonds.

(2) The Financial Advisor shall provide advice (in the form of written certificate or report) that the terms of the Bonds are fair and reasonable in light of current conditions in the market for tax-exempt obligations such as the Bonds.

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

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

appropriate variations to reflect the final terms of the Bonds) is also hereby authorized and approved. The Bond Purchase Agreement for the sale of the Bonds to the Purchaser (in this matter consisting of the Official Notice of Sale and Official Bid Form as appended to the Preliminary Official Statement), such document to be in substantially the form now on file with the Acting Village Clerk and available to the President and Trustees and to members of the interested public, is hereby in all respects authorized and approved. The Designated Officers are hereby authorized to execute each Bond Purchase Agreement, their execution to constitute full and complete approval of all necessary or appropriate completions and revisions as shall appear therein. Upon the sale of the Bonds, the Designated Officers so acting shall prepare the Bond Order for same, such document to be in substantially the form as set forth as *Exhibit A* attached hereto, which shall include the pertinent details of sale as provided herein, and which shall enumerate the levy of taxes to pay the Bonds, and such shall in due course be entered into the records of the Village and made available to the Corporate Authorities. *The authority to sell the Bonds pursuant to any Bond Order as herein provided shall expire on December 31, 2012.*

Section 17. Continuing Disclosure Undertaking. An authorized official of the Village is hereby authorized, empowered, and directed to execute and deliver the Continuing Disclosure Undertaking in substantially the same form as now before the Village as *Exhibit B* to this Ordinance, or with such changes therein as the officer executing the Continuing Disclosure Undertaking on behalf of the Village shall approve, his or her execution thereof to constitute conclusive evidence of his or her approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, the Continuing Disclosure Undertaking will be binding on the Village and the officers, employees, and agents of the Village, and the officers, employees, and agents of the Village are hereby authorized, empowered, and directed to do all such acts and things and to execute all such

documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

Section 18. Creation of Funds and Appropriation.

A. There is hereby created a *"General Obligation Bonds, Series 2012, Bond Fund"* (the *"Bond Fund"*), which shall be the fund for the payment of principal of and interest on the Bonds. Accrued interest and premium, if any, received upon delivery of the Bonds shall be deposited into the Bond Fund and be applied to pay first interest coming due on the Bonds.

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

C. The amount necessary from the proceeds of the Bonds shall be used to pay costs of issuance of the Bonds and shall be retained by the Village Treasurer to pay such expenses. Any disbursements for expenses shall be made from time to time as necessary. Any excess from the money held for such purpose shall be deposited into the Project Fund not more than six months from the date of issuance of the Bonds.

D. The remaining proceeds of the Bonds shall be set aside in a separate fund, hereby created, and designated as the *"Series 2012 Project Fund"* (the *"Project Fund"*), hereby created as the fund to provide for the receipt and disbursement of proceeds of the Bonds for the Project. The Corporate Authorities reserve the right, as it becomes necessary or advisable from time to time, to revise the list of expenditures for the Project, to change priorities, to revise cost allocations between expenditures and to substitute projects, in order to meet current needs of the Village; *subject, however,* to the various covenants set forth in this Ordinance and in related certificates given in connection with delivery of the Bonds.

E. Alternatively to the creation of such funds and accounts, the Treasurer may allocate the funds or accounts for payment of the Bonds and the Bond proceeds to one or more related funds or accounts of the Village already in existence; *provided, however*, that this shall not relieve the Treasurer of the duty to account for the funds for payment of the Bonds and the Bond proceeds as herein provided.

Section 19. General Tax Covenants. The Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting, or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code, would otherwise cause the interest on the Bonds to be includable in the gross income of the recipients thereof for

federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from Federal income taxation for interest paid on the Bonds under present rules, the Village may be treated as a "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination. In furtherance of the foregoing provisions, but without limiting their generality, the Village agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants, and assurances contained in certificates or agreements as may be prepared by Bond Counsel; (c) to consult with such Bond Counsel and to comply with such advice as may be given; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 20. Certain Specific Tax Covenants.

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

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

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

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

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

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

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

(2) More than 85% of the proceeds of the Bonds allocable to the Project will be expended on or before three years for the purpose of paying the costs of the Project.

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

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

(5) Except for the Bond Fund, the Village has not created or established and will not create or establish any sinking fund reserve fund or any other similar fund to provide for the payment of the Bonds. The Bond Fund has been established and will be

funded in a manner primarily to achieve a proper matching of revenues and debt service and will be depleted at least annually to an amount not in excess of 1/12th the particular annual debt service on the Bonds. Money deposited into the Bond Fund will be spent within a 13-month period beginning on the date of deposit, and investment earnings in the Bond Fund will be spent or withdrawn from the Bond Fund within a one-year period beginning on the date of receipt.

(6) Amounts of money related to the Bonds required to be invested at a yield not materially higher than the yield on the Bonds, as determined pursuant to such tax certifications or agreements as the Village officers may make in connection with the issuance of the Bonds, shall be so invested; and appropriate Village officers are hereby authorized to make such investments.

(7) Unless an applicable exception to Section 148(f) of the Code, relating to the rebate of "excess arbitrage profits" to the United States Treasury (the *"Rebate Requirement"*) is available to the Village, the Village will meet the Rebate Requirement.

(8) Relating to such applicable exceptions, any Village officer charged with issuing the Bonds is hereby authorized to make such elections under the Code as such officer shall deem reasonable and in the best interests of the Village. If such election may result in a "penalty in lieu of rebate" as provided in the Code, and such penalty is incurred (the *"Penalty"*), then the Village shall pay such Penalty.

C. None of the proceeds of the Bonds will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the Village prior to the date hereof except architectural or engineering costs incurred prior to commencement of any of the Project or expenditures for which an intent to reimburse it as properly declared under Treasury Regulations Section 1.103-18. This Ordinance is in itself a declaration of official intent under Treasury

Regulations Section 1.103-18 as to all costs of the Project paid after the date hereof and prior to issuance of the Bonds.

D. The Village reserves the right to use or invest moneys in connection with the Bonds in any manner or to make changes in the Project list or to use the Village infrastructure acquired, constructed, or improved as part of the Project in any manner, notwithstanding the representations and covenants in (Sections 19 and 20 of) this Ordinance, *provided* it shall first have received an opinion from an attorney or a firm of attorneys of nationally recognized standing in matters pertaining to Tax-exempt bonds to the effect that use or investment of such moneys or the changes in or use of such infrastructure as contemplated will not result in loss or impairment of Tax-exempt status for the Bonds.

E. Each Bond is hereby designated as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code. In connection therewith the Village hereby affirms that: (i) none of such Bonds will be at any time a "private activity bond" (as defined in Section 141 of the Code); (ii) in calendar year 2012, the Village has not issued any Tax-exempt obligations of any kind nor have any other Tax-exempt obligations of any kind been issued on behalf of the Village; (iii) during calendar year 2012, the Village will not issue or cause to have issued on behalf of the Village more than $10,000,000 of Tax-exempt obligations, including the Bonds; (iv) not more than $10,000,000 of obligations of any kind (including the Bonds) issued by or on behalf of the Village during calendar year 2012 will be designated for purposes of Section 265(b)(3) of the Code; and (v) the Village is not subject to control by any entity, and there are no entities subject to control by the Village.

Section 21. Municipal Bond Insurance. In the event the payment of principal of and interest on the Bonds is insured pursuant to a municipal bond insurance policy (a *"Municipal Bond Insurance Policy"*) issued by a bond insurer (a *"Bond Insurer"*), and as long as such

Municipal Bond Insurance Policy shall be in full force and effect, the Village and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of such Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding such Bonds, amendment hereof, or other terms, as approved by any of the Village Officers on advice of counsel, his or her approval to constitute full and complete acceptance by the Village of such terms and provisions under authority of this Section.

Section 22. Rights and Duties of Bond Registrar. If requested by the Bond Registrar, any officer of the Village is authorized to execute standard form of agreements between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar under this Ordinance. In addition to the terms of such agreements and subject to modification thereby, the Bond Registrar by acceptance of duties under this Ordinance agree (a) to act as bond registrar, paying agent, authenticating agent, and transfer agent as provided herein; (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential to the extent permitted by law; (c) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer; (d) to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and (e) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Village covenants with respect to the Bond Registrar, and the Bond Registrar further covenants and agrees as follows:

(A) The Village shall at all times retain a Bond Registrar with respect to the Bonds; it will maintain at the designated office(s) of such Bond Registrar a place or places where Bonds may be presented for payment, registration, transfer or exchange; and it will require that the Bond Registrar properly maintain the Bond Register and perform

the other duties and obligations imposed upon it by this Ordinance in a manner consistent with the standards, customs and practices of the municipal securities industry.

(B) The Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance by executing the certificate of authentication on any Bond, and by such execution the Bond Registrar shall be deemed to have certified to the Village that it has all requisite power to accept and has accepted such duties and obligations not only with respect to the Bond so authenticated but with respect to all the Bonds. Any Bond Registrar shall be the agent of the Village and shall not be liable in connection with the performance of its duties except for its own negligence or willful wrongdoing. Any Bond Registrar shall, however, be responsible for any representation in its certificate of authentication on Bonds.

(C) The Village may remove the Bond Registrar at any time. In case at any time the Bond Registrar shall resign, shall be removed, shall become incapable of acting, or shall be adjudicated a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Bond Registrar or of the property thereof shall be appointed, or if any public officer shall take charge or control of the Bond Registrar or of the property or affairs thereof, the Village covenants and agrees that it will thereupon appoint a successor Bond Registrar. The Village shall give notice of any such appointment made by it to each registered owner of any Bond within twenty days after such appointment in any reasonable manner as the Village shall select. Any Bond Registrar appointed under the provisions of this Section shall be a bank, trust company, or national banking association maintaining a corporate trust office in Illinois or New York, and having capital and surplus and undivided profits in excess of $100,000,000. The Acting Village Clerk of the Village is hereby directed to file a certified copy of this Ordinance with the Bond Registrar.

Section 23. Defeasance. Any Bond or Bonds which (a) are paid and cancelled, (b) which have matured and for which sufficient sums have been deposited with the Bond Registrar to pay all principal and interest due thereon, or (c) for which sufficient funds and Defeasance Obligations have been deposited with the Bond Registrar or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on such Bond or Bonds when due at maturity, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Ad Valorem Property Taxes and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to the Tax-exempt status of the Tax-exempt Bonds; and payment, registration, transfer, and exchange; are expressly continued for all Bonds whether outstanding Bonds or not. For purposes of this Section, *"Defeasance Obligations"* means (a) direct and general full faith and credit obligations of the United States Treasury (*"Directs"*), (b) certificates of participation or trust receipts in trusts comprised wholly of Directs or (c) other obligations unconditionally guaranteed as to timely payment by the United States Treasury.

Section 24. Publication of Ordinance. A full, true, and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Corporate Authorities.

Section 25. Severability. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Ordinance.

Section 26. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict with this Ordinance, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

ADOPTED: This 24th day of September 2012

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED: September 24, 2012

_____
President, Village of Glen Ellyn
DuPage County, Illinois

Published in pamphlet form by authority of the President and Board of Trustees on September __, 2012.

ATTEST:

_____
Acting Village Clerk, Village of Glen Ellyn
DuPage County, Illinois

EXTRACT OF MINUTES of the regular public meeting of the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, held at the Glen Ellyn Civic Center, located at 535 Duane Street, in said Village, at 8:00 p.m., on the 24th day of September 2012.

The President called the meeting to order and directed the Acting Village Clerk to call the roll.

Upon the roll being called, the President, Mark Pfefferman, being physically present at such place and time, and the following Trustees, being physically present at such place and time, answered present: _____

_____

The following Trustees were allowed by a majority of the Trustees in accordance with and to the extent allowed by rules adopted by the President and Board of Trustees to attend the meeting by video or audio conference: _____

_____

No Trustee was denied permission to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

_____

* * * * * * * * * * * *

There being a quorum present, various business of the President and Board of Trustees was conducted.

* * * * * * * * * * * *

The President and Board of Trustees then discussed a proposed bond financing of certain capital projects in and for the Village and considered an ordinance providing for the issuance of General Obligation Bonds, Series 2012, of the Village, authorizing the execution of a bond order

in connection therewith, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

Thereupon, Trustee _____ presented an ordinance entitled:

> AN ORDINANCE providing for the issuance of not to exceed $5,200,000 General Obligation Bonds, Series 2012, of the Village of Glen Ellyn, DuPage County, Illinois, authorizing designated officers to sell said bonds by the execution of a bond order, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

(the *"Bond Ordinance"*).

Trustee _____ moved and Trustee _____ seconded the motion that the Bond Ordinance as presented be adopted.

A Board of Trustees discussion of the matter followed. During the discussion, _____, gave a public recital of the nature of the matter, which included a reading of the title of the ordinance and statements (1) that the ordinance provided for the issuance of general obligation bonds for the purpose of paying the costs of certain capital projects in and for the Village, (2) that the bonds are issuable without referendum pursuant to the home rule powers of the Village, (3) that the ordinance provides for the sale of the bonds by certain designated officers of the Village and the execution by them of a bond order in connection therewith, (4) that the ordinance further provides for the levy of taxes to pay the bonds, and (5) that the ordinance provides many details for the bonds, including tax-exempt status covenants, provision for terms and form of the bonds, and appropriations.

The President directed that the roll be called for a vote upon the motion to adopt the ordinance.

Upon the roll being called, the following Trustees voted AYE: _____

_____

and the following Trustees voted NAY: _____

WHEREUPON, the President declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the Acting Village Clerk to record the same in full in the records of the Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois.

* * * * * * * * * * * *

Other business was duly transacted at said meeting.

* * * * * * * * * * * *

Upon motion duly made and carried, the meeting adjourned.

_____
Acting Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATION OF AGENDA, MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting, Acting Village Clerk of the Village of Glen Ellyn, DuPage County, Illinois (the *"Village"*), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the President and Board of Trustees (the *"Corporate Authorities"*) of the Village.

I do further certify that the foregoing extract of minutes is a full, true, and complete transcript of that portion of the minutes of the meeting (the *"Meeting"*) of the Corporate Authorities held on the 24th day of September 2012 insofar as the same relates to the adoption of an ordinance, numbered _____, entitled:

> AN ORDINANCE providing for the issuance of not to exceed $5,200,000 General Obligation Bonds, Series 2012, of the Village of Glen Ellyn, DuPage County, Illinois, authorizing designated officers to sell said bonds by the execution of a bond order, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

(the *"Ordinance"*) a true, correct, and complete copy of which Ordinance as adopted at the Meeting appears in the foregoing transcript of the minutes of the Meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the Ordinance were taken openly; that the vote on the adoption of the Ordinance was taken openly; that the Meeting was held at a specified time and place convenient to the public; that notice of the Meeting was duly given to all newspapers, radio or television stations, and other news media requesting such notice; that an agenda (the *"Agenda"*) for the Meeting was posted at the location where the Meeting was held and at the principal office of the Corporate Authorities

(both such locations being at Village Hall) at least 48 hours in advance of the Meeting and also not later than 5:00 p.m. on Friday, September 21, 2012; that said Agenda contained a separate specific item relating to the consideration of the Ordinance and *that a true, correct, and complete copy of said Agenda as so posted is attached to this certificate*; that the Meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended; and the Illinois Municipal Code, as amended; and that the Corporate Authorities have complied with all of the provisions of such Act and Code and with all of the procedural rules of the Corporate Authorities in the adoption of the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the Village this 24th day of September 2012.

_____

Acting Village Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting, Acting Village Clerk of the Village of Glen Ellyn, DuPage County, Illinois (the *"Village"*), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the President and Board of Trustees (the *"Corporate Authorities"*) of the Village.

I do further certify that on the ____ day of September 2012 there was published in pamphlet form, by authority of the President and Board of Trustees, a true, correct, and complete copy of Ordinance Number _____ of the Village entitled:

> AN ORDINANCE providing for the issuance of not to exceed $5,200,000 General Obligation Bonds, Series 2012, of the Village of Glen Ellyn, DuPage County, Illinois, authorizing designated officers to sell said bonds by the execution of a bond order, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

and providing for the issuance of said bonds, and that the ordinance as so published was on that date readily available for public inspection and distribution, in sufficient number so as to meet the needs of the general public, at my office as Acting Village Clerk located in the Village.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the Village this ____ day of September 2012.

_____
Acting Village Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATE OF FILING

I do hereby certify that I am the duly qualified and acting County Clerk of The County of DuPage, Illinois, and as such officer I do hereby certify that on the ____ day of _____ 2012 there was filed in my office a properly certified copy of Ordinance Number _____, duly adopted by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, on the 24th day of September 2012 and entitled:

> AN ORDINANCE providing for the issuance of not to exceed $5,200,000 General Obligation Bonds, Series 2012, of the Village of Glen Ellyn, DuPage County, Illinois, authorizing designated officers to sell said bonds by the execution of a bond order, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

and approved by the President of said Village, and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of DuPage, Illinois, this ____ day of _____ 2012.

_____
County Clerk of The County
of DuPage, Illinois

[SEAL]

- EXHIBIT A -

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

BOND ORDER
IN CONNECTION WITH THE ISSUANCE OF
$_____
GENERAL OBLIGATION BONDS, SERIES 2012

To: Honorable President and Board of Trustees
Village of Glen Ellyn, DuPage County, Illinois, and the
County Clerk of The County of DuPage, Illinois

GREETINGS:

We are pleased to advise you as follows:

A. *Sale.* Please be advised that the President and Board of Trustees (the *"Corporate Authorities"*) of the Village of Glen Ellyn, DuPage County Illinois (the *"Village"*), have heretofore adopted on the 24th day of September 2012, a bond ordinance entitled:

> AN ORDINANCE providing for the issuance of not to exceed $5,200,000 General Obligation Bonds, Series 2012, of the Village of Glen Ellyn, DuPage County, Illinois, authorizing designated officers to sell said bonds by the execution of a bond order, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

(the *"2012 Bond Ordinance"*), which authorizes the issuance of general obligation bonds (the *"Series 2012 Bonds"*) of the Village for the purposes of providing for various corporate capital improvements, including, but not limited to, improvements to the Village's golf course and related areas, all owned and operated by, in and for the Village, and (ii) paying costs related to the issuance the Series 2012 Bonds. Terms used but not defined herein shall have the same meanings as terms defined in the 2012 Bond Ordinance. Responsive to authority contained in the 2012 Bond Ordinance and as the *"Designated Officers"* of the Village under the same, the undersigned have sold the Series 2012 Bonds as Tax-exempt Bonds in the aggregate principal

amount of $_____ to the purchaser thereof, being the lowest cost and best bidder at public competitive sale of the Series 2012 Bonds, namely, _____, _____, _____, pursuant to a bond purchase agreement (consisting of the Official Notice of Sale and Official Bid Form) by and between the Village and the Purchaser and dated the ____ day of _____, 2012 (the *"Bond Purchase Agreement"*), at a price of $_____ (representing the par amount of the Bonds, net of an underwriters' discount of $_____, plus original issue premium in the amount of $_____). The price paid to the Village for the Series 2012 Bonds is not less than 98% of the par amount of the Series 2012 Bonds.

B. FINDINGS

The following further conditions have also been met: (a) We have received the required certificates and reports of the Financial Advisor supporting our statements herein. (b) The Series 2012 Bonds do not exceed the maximum authorized amount of $5,200,000. (c) No interest rate on the Series 2012 Bonds exceeds 5.50% per annum. (d) The *sum* of the principal of and interest on the Bonds due (or subject to mandatory redemption) in any given annual period from January 2 to the following January 1 (a *"Bond Year"*) does not exceed $400,000. (e) No Series 2012 Bond matures later than January 1, 2033. (f) The purchase price of the Series 2012 Bonds to the Purchaser is not less than 98% of par. (g) The terms of the Series 2012 Bonds are fair and reasonable in light of current conditions in the market for tax-exempt obligations such as the Series 2012 Bonds.

C. NO CONFLICTS

No person holding any office of the Village either by election or appointment, is in any manner financially interested, either directly, in his or her own name, or indirectly, in the name of

any other person, association, trust or corporation, in the Bond Purchase Agreement with the Purchaser, for the purchase of the Series 2012 Bonds.

D. TERMS OF THE SERIES 2012 BONDS

The Series 2012 Bonds shall be designated "General Obligation Bonds, Series 2012." Pursuant to the terms of the Bond Purchase Agreement, the Series 2012 Bonds shall be issued in the amount of $_____; shall be dated as of **[the date of delivery]**; and shall have the further terms as is set forth in *Exhibit I* attached hereto and incorporated herein by reference.

E. TAXES

Section 14 of the 2012 Bond Ordinance provides for direct annual taxes to pay the principal of and interest on the Series 2012 Bonds promptly when and as the same falls due at maturity or as subject to mandatory redemption. Please be further advised that the Bonds were sold on terms resulting in a final schedule of taxes levied and to be extended as set forth in *Exhibit II* attached hereto and incorporated herein by reference.

F. BOND INSURANCE

[The Purchaser has not requested and no Bond Insurance has been procured as of the date hereof for the payment of principal of and interest on the Bonds.]

G. DEPOSITS INTO FUNDS

At the time of execution of this Bond Order, the proceeds of the Bonds are expected to be used substantially as follows:

SERIES 2012 BONDS:

	Derived as follows:	($)
(1)	Par Amount	$_____.00
(2)	Reoffering Premium	_____.__
(3)	Purchaser's Underwriting Discount (-)	(_____.__)
(4)	Purchase Price (=)	_____.__
(5)	Accrued Interest (+)	0.00
(6)	Total Received by Village (=)	_____.__
	Allocated or spent as follows:	($)
(a)	Costs of Issuance paid directly or held by Treasurer (+)	_____.__
(b)	Accrued Interest to Bond Fund (+)	0.00
(c)	Project Fund	_____.__
(d)	Contingency amount, to Project Fund if not used for cost of issuance	_____.__
(e)	Total (=)	_____.__

H. BOND REGISTRAR

The Bond Registrar and Paying Agent for the Bonds is U.S. Bank National Association, Chicago, Illinois.

I. RECORDS

Finally, please be advised that this Bond Order shall be entered into the records of the Village and made available to all members of the Corporate Authorities at a public meeting thereof held after the date hereof.

Respectfully submitted as of this ____ day of _____ 2012.*

_____	_____
Village President	Acting Village Clerk
_____	_____
Finance Director/Treasurer	Village Manager

* Note: This order to be signed by not less than two (2) of the named officers.

ACKNOWLEDGMENT OF FILING

Filed in the office of the Acting Village Clerk of the Village of Glen Ellyn, DuPage County, Illinois, this ____ day of _____ 2012.

_____

Acting Village Clerk
Village of Glen Ellyn
DuPage County, Illinois

EXHIBITS:

EXHIBIT	DESCRIBES
I	Terms of the Series 2012 Bonds
II	Taxes to be levied for the Series 2012 Bonds

EXHIBIT I

TERMS OF THE SERIES 2012 BONDS

SERIES 2012 BONDS

The Series 2012 Bonds are due on January 1 of the years and in the amounts and bear interest at the rates percent per annum as follows:

YEAR	AMOUNT ($)	RATE (%)
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		

Each of the Series 2012 Bonds bears interest from the later of the dated date as stated above or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond, respectively, is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on January 1 and July 1 of each year, commencing on _____, 20__.

TERMS OF THE SERIES 2012 BONDS — REDEMPTION

OPTIONAL REDEMPTION

The Bonds maturing on and after January 1, 20__ are subject to redemption prior to maturity at the option of the Village from any available funds on January 1, 20__ or on any date thereafter, in whole or in part, and if in part in such principal amounts and from such maturities

as determined by the Village, and within any maturity by lot at a redemption price of par plus accrued interest.

MANDATORY REDEMPTION

[The Bonds are not subject to mandatory redemption prior to maturity.] [Term bond provisions, as needed.]

EXHIBIT II

TAX LEVY FOR SERIES 2012 BONDS

YEAR	A TAX SUFFICIENT TO PRODUCE THE DOLLAR ($) AMOUNT	
2012	$_____	for interest and principal up to and including January 1, 2014
2013	_____	for interest and principal
2014	_____	for interest and principal
2015	_____	for interest and principal
2016	_____	for interest and principal
2017	_____	for interest and principal
2018	_____	for interest and principal
2019	_____	for interest and principal
2020	_____	for interest and principal
2021	_____	for interest and principal
2022	_____	for interest and principal
2023	_____	for interest and principal
2024	_____	for interest and principal
2025	_____	for interest and principal
2026	_____	for interest and principal
2027	_____	for interest and principal
2028	_____	for interest and principal
2029	_____	for interest and principal
2030	_____	for interest and principal
2031	_____	for interest and principal

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

NOTIFICATION OF BOND TERMS AND DIRECTION FOR COLLECTION OF TAXES
$_____ GENERAL OBLIGATION BONDS, SERIES 2012

TO: THE COUNTY CLERK OF THE COUNTY OF DUPAGE, ILLINOIS: GREETINGS.

Please take note of the advice and terms on the attached Bond Order (the *"Bond Order"*), dated as of the ____ day of _____ 2012, for the aggregate principal amount of $_____ General Obligation Bonds, Series 2012, of the Village of Glen Ellyn, DuPage County, Illinois (the *"Village"*), which Bond Order has been executed by the designated officers of the Board of Trustees. Terms used herein are by reference to the Bond Order.

YOU ARE ACCORDINGLY ORDERED AND DIRECTED to collect taxes, levied in (Section 14 of) the Bond Ordinance, as enumerated in the Bond Order.

IN WITNESS WHEREOF we hereunto affix our official signatures as of this ___ day of _____ 2012.*

_____ _____
Village President Acting Village Clerk

_____ _____
Finance Director/Treasurer Village Manager

* Note: This order to be signed by not less than two (2) of the named officers.

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

FILING CERTIFICATE
$_____ GENERAL OBLIGATION BONDS, SERIES 2012

I, the undersigned, do hereby certify that I am the duly elected, qualified and acting County Clerk of The County of DuPage, Illinois (the *"County"*), and as such officer I do further certify that on the ____ day of _____ 2012, there was filed in my office as County Clerk a BOND ORDER IN CONNECTION WITH THE ISSUANCE OF $_____ GENERAL OBLIGATION BONDS, SERIES 2012, of the Village of Glen Ellyn, DuPage County, Illinois (the *"Village"*), which Bond Order has been executed by the designated officers of the Board of Trustees, has been dated as of the ___ day of _____ 2012, and is accompanied by a NOTIFICATION OF BOND TERMS AND DIRECTION FOR COLLECTION OF TAXES, signed by said officers of said Village, each as attached hereto, and that said Bond Order and said Notification of Bond Terms and Direction for Collection of Taxes have each been placed on file in and do appear in the records of my office; and that, further, said taxes levied for the payment of said Village's General Obligation Bonds, Series 2012, will be extended for collection as provided in said Bond Order.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of The County of DuPage, Illinois, this ____ day of _____ 2012.

_____
County Clerk of
The County of DuPage, Illinois

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

AVAILABILITY OF BOND ORDER
$_____ GENERAL OBLIGATION BONDS, SERIES 2012

I, the undersigned, do hereby certify that I am the duly qualified and acting, Acting Village Clerk of the Village of Glen Ellyn, DuPage County, Illinois (the *"Village"*), and as such official I am the keeper of the official books, records, minutes and files of the Village and of the President and Board of Trustees thereof (the *"Corporate Authorities"*).

I do further certify that I shall make available to all members of the Corporate Authorities at the regular meeting of the Corporate Authorities to be held on the _____ day of _____, 2012, a Bond Order for $_____ General Obligation Bonds, Series 2012, a true, correct and complete copy of which is attached hereto.

IN WITNESS WHEREOF I hereunto affix my official signature, this _____ day of _____ 2012.

_____
Acting Village Clerk
Village of Glen Ellyn,
DuPage County, Illinois

FINANCIAL ADVISOR'S CERTIFICATE RE: BOND SALE

Robert W. Baird & Co. Incorporated (collectively, *"We"* or the *"Financial Advisor"*), by its duly authorized officer, does hereby certify as follows:

1. We have acted as advisor to the Village of Glen Ellyn, DuPage County, Illinois (the *"Village"*), in connection with the sale of its $_____ General Obligation Bonds, Series 2012 (the *"Series 2012 Bonds"*). The Series 2012 Bonds are to be issued under and pursuant to that certain Bond Ordinance, adopted September 24, 2012, of the Village (the *"2012 Bond Ordinance"*).

2. The Series 2012 Bonds have been sold at prices such that the net interest rate to the Village of the proceeds of the Series 2012 Bonds does not exceed 5.50%, *and also* do not exceed such respective rate as is reasonable, and the other terms of the Series 2012 Bonds are fair and reasonable in view of current conditions in the bond markets.

3. The following further conditions have also been met: (a) We have received or created and submit to you the required report supporting our statements herein. (b) The Series 2012 Bonds do not exceed the maximum authorized amount of $5,200,000. (c) No interest rate on the Series 2012 Bonds exceeds 5.50% per annum. (d) The *sum* of the principal of and interest on the Bonds due (or subject to mandatory redemption) in any given annual period from January 2 to the following January 1 (a *"Bond Year"*) does not exceed $400,000. (e) No Series 2012 Bond matures later than January 1, 2033. (f) The purchase price of the Series 2012 Bonds to the Purchaser is not less than 98% of par. (g) The terms of the Series 2012 Bonds are fair and reasonable in light of current conditions in the market for tax-exempt obligations such as the Series 2012 Bonds.

4. We have prepared certain schedules in connection with the purchase and sale of the Series 2012 Bonds, including debt service schedules, bond yields and other

related information; and the schedules are accurate in all material respects. Attached hereto as *Schedule I* is the final schedule of taxes levied and to be extended for the Series 2012 Bonds.

IN WITNESS WHEREOF we hereunto affix our corporate name by our officer's signature this ____ day of _____ 2012.

ROBERT W. BAIRD & CO. INCORPORATED

By: _____
Its: _____
and Authorized Officer

SCHEDULE I

I. FINAL TAX LEVY FOR SERIES 2012 BONDS

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE AMOUNT ($)	FOR INTEREST AND PRINCIPAL UP TO AND INCLUDING JANUARY 1 OF THE YEAR
2012	$_____	2014
2013	_____	2015
2014	_____	2016
2015	_____	2017
2016	_____	2018
2017	_____	2019
2018	_____	2020
2019	_____	2021
2020	_____	2022
2021	_____	2023
2022	_____	2024
2023	_____	2025
2024	_____	2026
2025	_____	2027
2026	_____	2028
2027	_____	2029
2028	_____	2030
2029	_____	2031
2030	_____	2032
2031	_____	2033

- EXHIBIT B -

CONTINUING DISCLOSURE UNDERTAKING

FOR THE PURPOSE OF PROVIDING
CONTINUING DISCLOSURE INFORMATION
UNDER SECTION (b)(5) OF RULE 15c2-12

This Continuing Disclosure Undertaking (the *"Agreement"*) is executed and delivered by Village of Glen Ellyn, DuPage County, Illinois (the *"Village"*) in connection with the issuance of $_____ General Obligation Corporate Purpose Bonds, Series 2012 (the *"Bonds"*). The Bonds are being issued pursuant to a bond ordinance, as adopted by the President and Board of Trustees of the Village on September 24, 2012 (as supplemented by the Bond Order executed in connection with the sale of the Bonds, the *"Ordinance"*).

In consideration of the issuance of the Bonds by the Village and the purchase of such Bonds by the beneficial owners thereof, the Village covenants and agrees as follows:

1. PURPOSE OF THIS AGREEMENT. This Agreement is executed and delivered by the Village as of the date set forth below, for the benefit of the beneficial owners of the Bonds and in order to assist the Participating Underwriters in complying with the requirements of the Rule (as defined below). The Village represents that it will be the only obligated person with respect to the Bonds at the time the Bonds are delivered to the Participating Underwriters and that no other person is expected to become so committed at any time after issuance of the Bonds.

2. DEFINITIONS. The terms set forth below shall have the following meanings in this Agreement, unless the context clearly otherwise requires.

Annual Financial Information means the financial information and operating data described in *Exhibit I.*

Annual Financial Information Disclosure means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4.

Audited Financial Statements means the audited financial statements of the Village prepared pursuant to the standards and as described in *Exhibit I.*

Commission means the Securities and Exchange Commission.

Dissemination Agent means any agent designated as such in writing by the Village and which has filed with the Village a written acceptance of such designation, and such agent's successors and assigns.

EMMA means the MSRB through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of the Rule.

Exchange Act means the Securities Exchange Act of 1934, as amended.

MSRB means the Municipal Securities Rulemaking Board.

Participating Underwriter means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Bonds.

Reportable Event means the occurrence of any of the Events with respect to the Bonds set forth in *Exhibit II.*

Reportable Events Disclosure means dissemination of a notice of a Reportable Event as set forth in Section 5.

Rule means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

State means the State of Illinois.

Undertaking means the obligations of the Village pursuant to Sections 4 and 5.

3. CUSIP NUMBER/FINAL OFFICIAL STATEMENT. The CUSIP Numbers of the Bonds as set forth in *Exhibit III.* The Final Official Statement relating to the Bonds is dated _____, 2012 (the *"Final Official Statement"*). The Village will include the CUSIP Number in all disclosure described in Sections 4 and 5 of this Agreement.

4. ANNUAL FINANCIAL INFORMATION DISCLOSURE. Subject to Section 8 of this Agreement, the Village hereby covenants that it will disseminate its Annual Financial Information and its Audited Financial Statements (in the form and by the dates set forth in *Exhibit I*) to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the Village will disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment or waiver is made to this Agreement, the Annual Financial Information for the year in which such amendment or waiver is made (or in any notice or supplement provided to EMMA) shall contain a narrative description of the reasons for such amendment or waiver and its impact on the type of information being provided.

5. REPORTABLE EVENTS DISCLOSURE. Subject to Section 8 of this Agreement, the Village hereby covenants that it will disseminate in a timely manner (not in excess of ten business days after the occurrence of the Reportable Event) Reportable Events Disclosure to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Bonds or defeasance of any Bonds need not be given under this Agreement any earlier than the notice (if any) of such redemption or defeasance is given to the Bondholders pursuant to the Ordinance.

6. CONSEQUENCES OF FAILURE OF THE VILLAGE TO PROVIDE INFORMATION. The Village shall give notice in a timely manner to EMMA of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the Village to comply with any provision of this Agreement, the beneficial owner of any Bond may seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under this Agreement. The beneficial owners of 25% or more in principal amount of the Bonds outstanding may challenge the adequacy of the information provided under this Agreement and seek specific performance by court order to cause the Village to provide the information as required by this Agreement. A default under this Agreement shall not be deemed a default under the Ordinance, and the sole remedy under this Agreement in the event of any failure of the Village to comply with this Agreement shall be an action to compel performance.

7. AMENDMENTS; WAIVER. Notwithstanding any other provision of this Agreement, the Village by ordinance authorizing such amendment or waiver, may amend this Agreement, and any provision of this Agreement may be waived, if:

(a) (i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, including without limitation, pursuant to a "no-action" letter issued by the Commission, a change in law, or a change in the identity, nature, or status of the Village, or type of business conducted; or

(ii) This Agreement, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined either by parties unaffiliated with the Village (such as the Bond Counsel).

In the event that the Commission or the MSRB or other regulatory authority shall approve or require Annual Financial Information Disclosure or Reportable Events Disclosure to be made

to a central post office, governmental agency or similar entity other than EMMA or in lieu of EMMA, the Village shall, if required, make such dissemination to such central post office, governmental agency or similar entity without the necessity of amending this Agreement.

8. TERMINATION OF UNDERTAKING. The Undertaking of the Village shall be terminated hereunder if the Village shall no longer have any legal liability for any obligation on or relating to repayment of the Bonds under the Ordinance. The Village shall give notice to EMMA in a timely manner if this Section is applicable.

9. DISSEMINATION AGENT. The Village may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

10. ADDITIONAL INFORMATION. Nothing in this Agreement shall be deemed to prevent the Village from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Reportable Event, in addition to that which is required by this Agreement. If the Village chooses to include any information from any document or notice of occurrence of a Reportable Event in addition to that which is specifically required by this Agreement, the Village shall have no obligation under this Agreement to update such information or include it in any future disclosure or notice of occurrence of a Reportable Event. If the Village is changed, the Village shall disseminate such information to EMMA.

11. BENEFICIARIES. This Agreement has been executed in order to assist the Participating Underwriters in complying with the Rule; however, this Agreement shall inure solely to the benefit of the Village, the Dissemination Agent, if any, and the beneficial owners of the Bonds, and shall create no rights in any other person or entity.

12. RECORDKEEPING. The Village shall maintain records of all Annual Financial Information Disclosure and Reportable Events Disclosure, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

13. ASSIGNMENT. The Village shall not transfer its obligations under the Ordinance unless the transferee agrees to assume all obligations of the Village under this Agreement or to execute an Undertaking under the Rule.

14. GOVERNING LAW. This Agreement shall be governed by the laws of the State.

VILLAGE OF GLEN ELLYN
DUPAGE COUNTY, ILLINOIS

By:_____
Its: President
Address: 535 Duane Street
Glen Ellyn, Illinois 60137

Date: October __, 2012

EXHIBIT I

ANNUAL FINANCIAL INFORMATION AND TIMING AND AUDITED FINANCIAL STATEMENTS

"Annual Financial Information" means financial information and operating data of the type contained in the Official Statement under the following captions:

"REAL PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION PROCEDURES" (only the information under the headings: "Property Valuations," "Property Tax Rates" and "Tax Collections and Extensions");

"VILLAGE DEBT" (excluding "Overlapping Debt"); and

"SUMMARY OF HISTORICAL FINANCIAL OPERATIONS."

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted to EMMA or filed with the Commission. If the information included by reference is contained in a Final Official Statement, the Final Official Statement must be available on EMMA; the Final Official Statement need not be available from the Commission. The Village shall clearly identify each such item of information included by reference.

Annual Financial Information exclusive of Audited Financial Statements will be submitted to EMMA by 180 days after the last day of the Village's fiscal year. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, unaudited financial statements shall be included.

Audited Financial Statements will be prepared according to Generally Accepted Accounting Principles as applicable to governmental units (*i.e.*, as subject to the pronouncements of the Governmental Standards Accounting Board and subject to any express requirements of State law). Audited Financial Statements will be submitted to EMMA within 30 days after availability to Village.

If any change is made to the Annual Financial Information as permitted by Section 4 of the Agreement, the Village will disseminate a notice of such change as required by Section 4.

EXHIBIT II

EVENTS WITH RESPECT TO THE BONDS
FOR WHICH REPORTABLE EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies
2. Non-payment related defaults, if material
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
7. Modifications to the rights of security holders, if material
8. Bond calls, if material, and tender offers
9. Defeasances
10. Release, substitution or sale of property securing repayment of the securities, if material
11. Rating changes
12. Bankruptcy, insolvency, receivership or similar event of the Village*
13. The consummation of a merger, consolidation, or acquisition involving the Village or the sale of all or substantially all of the assets of the Village, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material

NOTE: DO NOT DELETE ANY EVENT, EVEN IF IT IS INAPPLICABLE TO YOUR TRANSACTION.

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* This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Village in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Village, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Village.

EXHIBIT III

CUSIP NUMBERS

(BASE NUMBER IS 377478)

YEAR	SUFFIX
2014	
2015	
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	