

**Agenda**  
**Village of Glen Ellyn**  
**Regular Village Board Meeting**  
**Monday, April 22, 2013**  
**8:00 p.m. – Galligan Board Room**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Village Recognition: *(Deputy Clerk Solomon)*
  - A. A resident sent a note of thanks to Officer Gill for his courtesy and professionalism in a recent traffic stop.
  - B. Officer Berger received two letters from residents acknowledging his respectful and helpful demeanor in responding to their calls for assistance.
  - C. The Village accepts the resignation of Paul Isaac, commissioner of the Historic Preservation Commission, and thanks him for his service.
  - D. The Village Board and Management Team congratulates the following employees who recently celebrated an anniversary as a Village employee:

Michael Ludwig	Recreation Department	30 Years
Michael Campbell	Recreation Department	20 Years
Dale Fabianski	Finance Department	10 Years

5. Audience Participation
  - A. Proclamation in recognition of outgoing Trustee Henninger’s service to Glen Ellyn.
  - B. Proclamation acknowledging the charitable service of the Walter & Connie Payton Foundation.
  - C. 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 *(Village Manager Franz)*

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 Cooper)*

- A. Village Board Meeting Minutes:
1. April 8, 2013 Special Workshop
  2. April 8, 2013 Regular Meeting
- B. Total Expenditures (Payroll and Vouchers) - \$1,325,774.93.
- The vouchers have been reviewed by Trustee Cooper and by Manager Franz prior to this meeting, and are consistent with the Village's purchasing policy.
- C. Motion to approve the recommendation of Village President Pfefferman that Timothy Loftus be appointed to the Historic Preservation Commission for a term ending May 2016.
- D. Motion to approve a recommendation from management to enter into a membership agreement for a GIS Consortium for a onetime fee of \$10,000 and enter into the GIS Consortium Service Provider Contract with Municipal GIS Partners, Inc., in the amount of \$85,392, to be expensed equally to the General Fund, Water Fund, and Sewer Fund. (*Information Technology Manager Binkerd*)
- E. Motion to approve the benefit protection leave for the Public Works employee at an estimated cost of \$579.61 for his absence during a work related injury from July 19 to September 18, 2006. (*Finance Director Wachtel*)
- F. Motion to approve award of a competitively bid contract for the FY14 Concrete Spot Repair Program to Strada Construction Co. of Addison, Illinois in the not-to-exceed amount of \$45,000 to be expensed to the Water and Sanitary Sewer Funds. (*Public Works Director Hansen*)
- G. Ordinance No. 6125, An Ordinance Approving a License Agreement with the College of DuPage for the Construction, Repair, Replacement, Removal, Maintenance and Operation of the South Park Lift Station Located at 580 South Park Boulevard. (*Public Works Director Hansen*)
- H. Lake Ellyn Outlet Channel Steambank Stabilization Project: (*Public Works Director Hansen*)
1. Ordinance No. 6126, An Ordinance Accepting a Permanent Drainage and Natural Area Easement on Property Commonly Known as 717 Riford Road.
  2. Ordinance No. 6127, An Ordinance Accepting a Permanent Drainage and Natural Area Easement on Property Commonly Known as 725 Riford Road.
- I. Motion to approve award of a contract to SKC Construction, Inc. for work associated with the 2013 Asphalt Joint and Crack Filling Program, in the amount of \$40,000 (including a contingency up to the funded amount), to be expensed to the Capital Projects Fund. (*Public Works Director Hansen*)

- J. Motion to approve award of a contract to Insituform Technologies USA, Inc. for sanitary sewer lining associated with the 2013 Sanitary Sewer Lining Program, in the amount of \$350,000 (including a 7% contingency), to be expensed to the Sanitary Sewer Fund. *(Public Works Director Hansen)*
- K. Motion to declare certain Village vehicles/equipment surplus and approve the disposal of these Village vehicles/equipment through a public online auction or used as a trade-in toward the purchase of new equipment. *(Public Works Director Hansen)*
- L. Resolution No. 13-09, A Resolution for the Expenditure of Motor Fuel Tax Funds for the Purpose of Maintaining Streets and Highways under the Applicable Provisions of the Illinois Highway Code in the amount of \$425,000 for the Time Period of January 2, 2012 to December 31, 2012. *(Public Works Director Hansen)*
- M. Ordinance No. 6128-VC, An Ordinance Establishing Chapter 39 (Special Events) to Title 3 (Business Regulations) and Amending Chapter 1 (Official Village Code) of Title 1 (Administrative) And Chapter 1 (Building Code) of Title 4 (Building Regulations) of the Village Code. *(Assistant to the Village Manager Schrader)*
- N. Resolution No. 13-10, A Resolution Approving and Authorizing the Execution of a Reaffirmation and Renewal of a Jurisdictional Boundary Line Agreement with the Village of Lisle. *(Planning and Development Director Hulseberg)*
7. Ordinance No. 6129, An Ordinance Adopting the Annual Village of Glen Ellyn Expenditure Budget in the Net Amount of \$48,130,873 including the Compensation Plan for the 2013/14 Fiscal Year Beginning May 1, 2013, and Ending April 30, 2014. *(Trustee Ladesic)*

Finance Director Kevin Wachtel will present information on the proposed Village Budget for Fiscal Year 2013/14. The expenditure budget consists of a total of 14 individual funds, each having a specific purpose, totaling \$48.1 million in aggregate. Once completed, final copies of the adopted budget will be available for public review at the Civic Center, Glen Ellyn Public Library, and online at [www.glenellyn.org](http://www.glenellyn.org).

8. Ordinance No. 6130-VC, An Ordinance Amending Certain Provisions in Title 4 of the Glen Ellyn Municipal Code, as Amended to Regulate the Purchase by a Retail Establishment of Certain Used Goods Which are Frequently Stolen in Robberies and Burglaries. *(Trustee McGinley)*

Police Chief Philip Norton will present information on a revised proposed Ordinance that would aid law enforcement in the investigation of certain crimes, particularly when stolen property was likely to be sold for cash.

9. Reminders:
- The next Special Village Board Meeting is scheduled for Monday, April 29, 2013 at 7:00 p.m. in the Galligan Board Room of the Glen Ellyn Civic Center.
  - A Special Village Board Meeting is scheduled for Monday, May 13, 2013 at 7:00 p.m. in the Galligan Board Room of the Glen Ellyn Civic Center.

10. Other Business?
11. Adjournment
12. Press Conference

A-4B  
(1)

**GLEN ELLYN POLICE DEPARTMENT  
MEMORANDUM**

TO: Caroline Conlon, Administrative Assistant  
FROM: Christine A. Miller, Administrative Assistant *CAM*  
DATE: April 9, 2013  
SUBJECT: **Commendation Letters**

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Caroline,

On March 7, 2013, we received a long email string from Catherine Galvin complimenting Officer Berger. I have summarized the information for you so that you can easily add the information to the agenda.

“Ms. Galvin commented that Officer Berger was very courteous and respectful when he helped her escort an electrical aggregate peddler out of their building.”

Christine Miller



A-4B(2)

April 5, 2013

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

SUBJECT: Duty Performance of Police Officer Emmanuel Berger

Dear Chief;

I recently had a need for police assistance involving an incident in which I believed my elderly wife may have been involved in an accident and possibly needing treatment for serious injuries. I will not go into detail about the background of this concern since it is probably contained in some type of police report.

As a result of this concern I contacted the Glen Ellyn and Downers Grove Police, and the Good Samaritan Hospital to try and determine if they had information pertaining to my wife's possible involvement in an accident. They did not, but my concern persisted because of the basis for initially developing the concern. After a second call to the Glen Ellyn Police Department the dispatcher suggested that a police officer be dispatched to my home to help resolve the issue.

Moments later Officer Berger arrived to assist me. By this time I was very distraught and confused. Officer Berger's calm, professional and caring attitude rapidly convinced me that he knew what he was doing and my concern would be resolved with this man's help. His many questions were asked in a courteous, patient and respectful manner and not judgmental in any aspects. When he had obtained the information he needed, he advised me that he would be in his patrol car for a few minutes and should have the information needed to determine if my wife was involved in an accident or if police were dispatched to render aid in any manner. Upon returning he advised me, in a nonjudgmental manner, who he contacted and that there was no evidence that my wife had been involved in a serious accident, or that police had been dispatched to render aid. His actions resolved my concern.

As Officer Berger was briefing me, my wife pulled up in the driveway and obviously was concerned about the presence of the police car. Officer Berger noticed the extreme difficulty my wife had in walking and asked if she needed any type of medical assistance. He then entered our home again and remained while I and he explained to my wife the reason for my concern and the police presence. When our questions were answered he excused himself and continued his patrol duties.

The entire atmosphere of Officer Berger's visit was one of "wanting to help" a resident resolve their concern and issue. If Officer Berger's duty performance is typical of the men and women Police Officers serving and protecting the residents of Glen Ellyn, we are truly a very fortunate community.

Sincerely;

A handwritten signature in cursive script that reads "Gary Pirtle".

Gary Pirtle  
217 S. Park Blvd  
Glen Ellyn, IL 60137

CC: Officer Emmanuel Berger, Glen Ellyn, IL Police department



A-5B

# Proclamation

## HONORING CARL HENNINGER FOR HIS YEARS OF SERVICE ON THE BOARD OF TRUSTEES OF THE VILLAGE OF GLEN ELLYN

**W**HEREAS, Carl Henninger has served as Village Trustee for four years; and

**W**HEREAS, Carl has served as Trustee Liaison to the Building Board of Appeals Commission and the Finance Commission, as well as a Representative of the DuComm Board of Directors; and

**W**HEREAS, serving a term on the Village Board requires many hours of reading, researching, studying and attending approximately 250 night meetings; and

**W**HEREAS, Carl's four years as Trustee satisfies his public service commitment at set forth by the voters of Glen Ellyn; and

**W**HEREAS, Carl will be remembered for his Finance Commission input and finance reports that will live on after his term; and

**W**HEREAS, during Carl's term of office, Glen Ellyn remained a leader in DuPage County and in the Chicago metropolitan area in its efforts to provide services and maintain a high quality of living for its residents;

**W**HEREAS, Carl has served the Village with dedication and commitment to a high standard of public service, and his personal dedication to the highest professional ideas and standards has earned him the respect and admiration of the citizens and municipal employees who have worked with him; and

**W**HEREAS, Trustee Henninger oversaw the 10-Year Capital Plan, GEHS Intergovernmental Agreement, revisions to the GWA Intergovernmental Agreement, Economic Development Incentive Guidelines, Fresh Market Redevelopment Agreement, creation of the Downtown Alliance, partnership with the Chamber of Commerce in its new location at 810 Main Street, development of the History Park, and approval of The Village Links improvement project.

**N**OW, THEREFORE, I, MARK PFEFFERMAN, President of the Village of Glen Ellyn, Illinois, do convey the appreciation of the Village Board and the residents of Glen Ellyn for the dedication, good humor and quiet effectiveness of Carl Henninger, Village Trustee, and for his many hours of tireless service and immeasurable contributions, which help keep Glen Ellyn a beautiful, safe and vibrant community.

\_\_\_\_\_  
**VILLAGE PRESIDENT**

**ATTEST:**

\_\_\_\_\_  
**ACTING VILLAGE CLERK**

\_\_\_\_\_  
**DATE**

A-5C



## VILLAGE OF GLEN ELLYN

# Proclamation

**WHEREAS**, Walter Payton, warmly known as “Sweetness,” is considered one of the most productive and exciting running backs in the history of American football; and

**WHEREAS**, Walter believed in the importance of giving back by forming the Halas Payton Foundation in 1988 to help inner-city children in the Chicago area, later establishing the Walter Payton Foundation to help young people in the State of Illinois; and

**WHEREAS**, after the passing of Walter in 1999, the Walter & Connie Payton Foundation (WCPF) was formed, ensuring that his charitable legacy endures; and

**WHEREAS**, WCPF is a non-profit organization donating 100% of its proceeds to serve thousands of underprivileged children; and

**WHEREAS**, WCPF’s mission is to take an active role in helping those less fortunate to find stability while providing positive opportunities needed to live their lives with dignity and pride; and

**WHEREAS**, WCPF coordinates an Annual Back-to-School Supply Drive with area businesses to provide backpacks full of supplies along with the Chicago Police Department to children in the Englewood neighborhood at the Annual Back-to-School Parade; and

**WHEREAS**, the Foundation hosts the Annual Holiday Giving Legacy of “Sweetness” School Toy Drive, which each year provides gifts to approximately 14,000 children in need; and

**W**HEREAS, WCPF sponsors the Annual Kendall County Sweetness Run, along with Team Sweetness appearing at the 36<sup>th</sup> Annual Bank of America Chicago Marathon 2013; and

**W**HEREAS, the Foundation acknowledges its volunteers with Annual Volunteer Awards while always being interested in taking on new volunteers to help share in its mission; and

**W**HEREAS, the Foundation strives to develop additional educational, mentorship, and sporting initiatives for children to be a part of throughout the State of Illinois; and

**W**HEREAS, a fun filled Celebrity Bartending Event will take place at 7:00 p.m. on Wednesday, April 24, 2013 at the Glen Prairie Restaurant located at 1250 Roosevelt Road in beautiful Glen Ellyn for a WCPF fundraiser; and

**W**HEREAS, Connie, Jarrett, and Brittney Payton continue to support the causes and programs that Walter "Sweetness" Payton believed in – that showing even one act of kindness can bring hope to a child so they can believe in themselves, become winners, and help them recognize that "tomorrow can be better!"

**N**OW, THEREFORE, I, MARK PFEFFERMAN, President of the Village of Glen Ellyn, Illinois, do hereby proclaim April 24<sup>th</sup> as Walter & Connie Payton Foundation Day in Glen Ellyn, and encourage all citizens to join me in recognizing the Foundation for its charitable service in improving the lives of thousands of disadvantaged children in local communities around the Chicagoland area and throughout the State of Illinois.

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*Village President*

*attest:*

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*Acting Village Clerk*

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*Date*

**Minutes**  
**Special Village Board Workshop**  
**Glen Ellyn Village Board of Trustees**  
**April 8, 2013**

A-6A<sub>1</sub>

Time of Meeting: 6:30 p.m.

Present: President Pfefferman; Trustees Cooper, Friedberg, Hartweg, Henninger and McGinley; Deputy Village Clerk Solomon; Staff present: Village Manager Franz, Assistant Village Manager Stonitsch; Assistant to the Village Manager Schrader, Police Chief Norton, Planning and Development Director Hulseberg, Finance Director Wachtel and Assistant Finance Director Coyle. Public Works Director Hansen at 6:40 p.m.

**1. Call to Order**

President Pfefferman called the Board Workshop to order at 6:30 p.m. with a roll call. Trustees Cooper, Friedberg, Hartweg, Henninger, Ladesic and McGinley responded "Present."

**2. FY 13/14 Budget Continued Discussion**

Village Manager Franz reviewed the FY 13/14 budget discussion process and referred to the Budget Memo #5, regarding updates to the General Fund, the Lenox/Linden project deferral health and liability insurance and other miscellaneous updates, and Budget Memo #8, regarding the Public Works budget restructuring for salary reallocation and fund cost shifts. There was some discussion around the Public Works budgets.

Trustee McGinley asked about any more discussion for the Alliance of Downtown Glen Ellyn's budget to which Village Manager Franz said this was not included in the revised budget, but staff would still like direction on this from the Village Board. Trustee Henninger referred to the chart showing the funding by other communities as the other communities' funding all came from Special Service Areas (SSA's) and said possibly the terms of the SSA needs to be changed to get more directed to the Alliance. Trustee McGinley said that the Village gives the Alliance funding each year, 95% which goes to administration, and if the Alliance would like to do more then they need to change what they are doing to meet the budget. Village President Pfefferman indicated the Board's preference is to go with the original budget for the Alliance. There was more discussion regarding the additional money the Alliance has requested for a new marketing campaign. The Village Board would like to see metrics or evidence that the Alliance's marketing ideas are successful which Village Manager Franz will communicate to the Alliance.

Trustee Ladesic asked about the extra \$125,000 in the Facilities Maintenance Reserve Fund which was to go toward the Civic Center reorganization. Village Manager said \$25,000 was for improvements to the Galligan Board Room and \$100,000 is to relocate the Finance Department downstairs; however, before this money is spent, the project would come before the Board again. Trustee Ladesic said he would rather see this money go somewhere else.

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Special Village Board Workshop  
Glen Ellyn Village Board of Trustees  
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**3. Recess to Executive Session**

At 7:00 p.m. Trustee Ladesic moved, seconded by Trustee McGinley to adjourn to Executive Session in Room 301 for the purpose of discussing the appointment, employment, compensation, discipline, performance or dismissal of specific employees, adjourning thereafter to the Regular Village Board Meeting in the Galligan Board Room. All voted "Aye."

Respectfully Submitted,  
Debbie Solomon,  
Deputy Village Clerk

Reviewed by,  
Patti Underhill  
Acting Village Clerk

A-6A<sub>2</sub>

**Minutes**  
**Regular Board Meeting**  
**Glen Ellyn Village Board of Trustees**  
**Monday, April 8, 2013**

**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 Cooper, Friedberg, Hartweg, Henninger, and McGinley answered, "Present." Trustee Ladesic was excused.

**Pledge of Allegiance**

Paula Haggerty from the Glen Ellyn Infant Welfare Society led the Pledge of Allegiance. The Glen Ellyn Infant Welfare Society will hold its 29<sup>th</sup> Annual Housewalk fundraiser on Friday, May 10, 2013. Tickets will go on sale Monday, April 15, 2013. This Housewalk will raise money for 22 charities that directly help the children of Glen Ellyn.

**Village Recognition**

- A. School Districts 41 and 89 sent a thank you letter to Officers Miko and Flores for their wonderful presentation to parents on bullying and reporting suspicious behavior which received many compliments.
- B. A neighboring resident wrote a letter of thanks to Officer Pacyga for the professionalism and kindness he displayed in a traffic incident.
- C. A grateful resident sent an email thanking Officer Schmidt for being helpful and kind in assisting with locked keys in the car.
- D. The Village accepts the resignation of Rollin Burket, student commissioner of the Architectural Review Commission and thanks him for his service.

**Audience Participation**

- A. Proclamation in recognition of the outstanding accomplishments of Lindy Kleivo as the founding publisher/editor of Glancer Magazine, a pre-eminent community living magazine in the area, and its coverage of the Village.
- B. Trustee McGinley said that the Village Board received letters from a 5<sup>th</sup> grade class at St. Petronille Catholic School about what possible stores or restaurants could possibly go in place of Giesche Shoes. Trustee McGinley went through these letters and thanked the school children of their interest in the Village as well as their great ideas.

**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. March 18, 2013 Special Workshop
2. March 18, 2013 Special Meeting

B. Total Expenditures (Payroll and Vouchers for 03/25/2013) - \$1,441,383.16. Total Expenditures (Payroll and Vouchers for 04/08/2013) - \$1,722,272.26.

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

- C. Motion to approve the recommendation of Village President Pfefferman that Madeline Howard be appointed as a student commissioner to the Architectural Review Commission for a term ending May 2015.
- D. Motion to designate Trustee Friedberg as Village President Pro Tem for the four-month period from May through August 2013.
- E. Resolution No. 13-07, A Resolution to Determine the Status of Minutes of Certain Executive Sessions held in 2011 and 2012.
- F. Ordinance No. 6119-VC, An Ordinance to Amend the Liquor Control Code Chapter 19 of Title 3, Section 12 (Restriction on Number of Licenses), to Increase the Number of Permitted Class B-1 Liquor Licenses.
- G. Motion to waive sections of the Village Code including 10-4-15(B)19, and 10-5-8(C) to permit Gia Via Sweets to engage in business activity beginning March 1, 2013, and expiring on October 1, 2013, and to park in the private parking lot of Advance Auto Parts at 696 Roosevelt Road on Wednesday between 3:00 p.m. and 6:00 p.m., and on Friday between 11:00 a.m. and 3:00 p.m.
- H. Motion to waive sections 4-5-4(I) and 4-5-7(N) of the Village Code to allow for a non-municipal sign to be placed on a public right-of-way to allow the Environmental Commission to conduct a volcano mulching awareness campaign. Trustee Cooper verified that this is for trees in the parkway that residents may maintain.
- I. Motion to approve License Agreements to Allow Tables and Chairs in the public right-of-way for Einstein's at 443 N. Main Street and Flour + Wine at 433 N. Main Street.
- J. Motion to approve a contract for the FY13/14 and FY14/15 Spoil Hauling and Stone Delivery Contract to Marcott Enterprises, Inc. in the not-to-exceed amount of \$100,000.
- K. Resolution No. 13-08, A Resolution to Obtain Permits from IDOT to Perform Work on

State Highways from January 1, 2013 to December 31, 2014.

L. Fuel System Closeout:

1. Motion to approve a total expenditure of \$44,210 for the work performed by Integrity Environmental Services for the fuel system project.
2. Motion to approve a total expenditure of \$20,387 for the work performed by Schroeder Asphalt for the fuel system project.

M. Forestry Work:

1. Motion to approve the award of a contract with Trees R Us for all forestry work to be performed in each fiscal year for a three year period to be expensed to the general fund as described – FY13/14 \$200,000; FY14/15 \$190,000; FY15/16 \$185,000.
2. Motion to reject all other bids and bids related to stump removals with restorations, and emergency forestry work with no award of a contract granted for those two programs.

- N. Ordinance 6120-VC, An Ordinance to Amend Section 9-5-14 (Schedule N; Parking Rates Zone Locations) and Section 9-2-12 (Municipal Permit Only Parking) of the Village Code Regarding Metered and Permit Parking Main and Pennsylvania Parking Lot. Police Chief Norton said this would help lessen the confusion on the customers. Village Manager Franz said they would have more discussion around what is best.

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

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

### **Ordinance No. 6121 – Exterior Appearance of 476 Forest Avenue**

Planning and Development Director Hulseberg presented information on the request of Ippolita Basile, lessee of property located at 476 Forest Avenue, for exterior appearance approval for the previously completed modifications to the south and east elevations of the existing building on the site. The Village became aware that improvements had been made to the building's exterior in late 2012, and since then, the Planning and Development staff has worked with the petitioner on the submittal of the Exterior Appearance application. Before and after pictures were shown of the project. The Architectural Review Commission (ARC) reviewed the request at a public meeting on March 13, 2013, and by a vote of 7-0, the ARC recommended approval of the request with the following conditions: project constructed in conformance with the plans and testimony presented at the March 13, 2013 ARC meeting, installation of an awning above the picture window and repainting the front door and completion of all exterior painting. Ms. Basile sent a letter after the ARC meeting, requesting approval

of the application without adding an awning.

There was discussion regarding the Village's possible standards on size for an awning, what type of awning could be added and the reasons there needed to be exterior appearance approval. Trustee Hartweg suggested a compromise of putting a small awning over the front door to help with customer safety during rain or snow. Ms. Basille said they only painted the building with a stucco paint as the plywood covering the door was already there, and she stopped doing improvements after the Village came out and is waiting to finish the project.

Trustee McGinley moved and Trustee Hartweg seconded to adopt amended Ordinance No. 6121, An Ordinance Granting Exterior Appearance Approval for Made In Italy Trattoria to be Located at 476 Forest Avenue with the exception of Section 1-B which will be changed to, "The petitioner shall install an awning above the doorway on the street side of the business," and the last sentence of the condition would be struck.

Upon roll call, Trustees McGinley, Hartweg, Cooper and Henninger voted "Aye." Trustee Friedberg voted "No." Motion carried.

#### **Ordinance No. 6122 – Amendment to Sign Variations at 430 Pennsylvania Avenue**

Planning and Development Director Hulseberg presented information about the request of DuPage Medical Group, owner of property located at 430 Pennsylvania Avenue for amendments to the sign variations previously granted by Ordinance 5461 to allow the current freestanding sign on Pennsylvania Avenue to be replaced with a wall-mounted sign. As part of the request, the petitioner is requesting a variation to allow a wall-mounted sign at a height of 40.5 feet in lieu of the maximum height of 25 feet permitted. Currently, there are 2 ground signs for the facility, one on Pennsylvania Avenue and one of Western Avenue. DuPage Medical Group was previously granted variations from the Sign Code under Ordinance 5461 to allow more than one primary sign on the property and to allow an area of 75 square feet of primary signage in lieu of the maximum area of 60 square feet allowed. The current request is being made in order to increase the visibility of the facility for motorists and pedestrians approaching from the east and south. If the variation is approved, Ordinance 5461, would be amended to add the requested variation and reference the updated sign plan.

The Architectural Review Commission (ARC) considered the petitioner's request at a public hearing on March 27, 2013. No members of the public spoke at the hearing either in favor or in opposition to the request. By a vote of 3-3, the ARC recommended denial of the request. The Commissioners voting against the request indicated that the proposed sign would not be in keeping with the overall character of the area and expressed concern that the sign would not alleviate traffic confusion as desired. The Commissioners in favor of the variation said the sign would increase the visibility of the building and is necessary as the facility is a significant building on Pennsylvania Avenue. Also, if an Immediate Care facility is added, which they are contemplating at this point, the sign would be necessary in order for patients to locate the building quickly.

There was discussion regarding limits on internal illumination, the regulated hours for sign lighting, the tree that could possibly block the sign. Village Manager Franz said due to DuPage Medical Group's prominence in the downtown and the community, he suggested approval of the sign variation. Trustee McGinley asked about the logic of the ARC on this matter to which Village Planner Stegall said the

ARC did have concerns about the tree potentially obstructing the visibility at some point as well as a ground sign being blocked by a vehicle does not qualify as a hardship. Trustee Cooper said the Village Board had re-emphasized to all the Commissions that hardship criteria did need to be met.

Trustee Cooper asked if DuPage Medical Group would work with the community if the internally-illuminated sign became a burden to which Chief Operating Officer Dennis Fine said they would do that. Planning and Development Director Hulseberg said the staff is working on a revised sign code, and one of the items possibly changing is to allow an office building to have a wall sign at the top of the building, and not at 25 feet in height.

Trustee Friedberg recused himself from the vote.

Trustee Cooper moved and Trustee Hartweg seconded to adopt amended Ordinance No. 6122, An Ordinance Approving a Request to Amend Sign Variations Previously Granted by Ordinance 5461 for the DuPage Medical Group Located at 430 Pennsylvania Avenue.

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

#### **License Agreement between the Village and the Glen Ellyn Historical Society**

Assistant to the Village Manager Schrader presented information on the proposed license agreement between the Village and the Glen Ellyn Historical Society. Previous agreements did not define the formal roles and responsibilities of each party so in order to more formally recognize this partnership and History Park, the organizations began discussing the creation of a license agreement in 2010. The objectives identified with the creation of the agreement include clarifying the roles and responsibilities of each party, updating the most recent agreement between parties, creating a building and grounds committee to enhance and ensure proper communication between parties for maintenance and improvements and formally recognizing forgiveness of debt for the 810-816 N. Main Street Property based on the recommendations of the 810 N. Main Street Task Force and the informal agreement of the Village Board from the June 28, 2010 board workshop to buy back this property.

The Glen Ellyn Historical Society (GEHS) Board reviewed and approved the proposed agreement at their March 19, 2013 meeting. Village Attorney Diamond has also reviewed the proposed license agreement and is comfortable with the agreement as drafted. Assistant to the Village Manager Schrader presented highlights from the proposed license agreement.

Ruth Wright, president of the GEHS, Jan Shupert-Arick, Executive Director of the GEHS, and John Zemenak, legal representation for the GEHS were present for questions. Mr. Zemenak thanked the staff for their work on this agreement and hopes this document will help with harmony between the 2 parties.

Trustee McGinley said she supports the GEHS, but that this document is basically the wrong direction as the Village would be a landlord with GEHS as a tenant. Trustee McGinley said that the GEHS should be able to operate how they want, and the Village should not watch over them. Trustee McGinley pointed out several sections that she thinks should not be included in this document. A lengthy discussion ensued around provisions and language in the agreement, what the relationship should be between the Village and the GEHS and other license agreements.

Trustee Hartweg moved and Trustee Henninger seconded a motion to approve the license agreement between the Village and the Glen Ellyn Historical Society.

More discussion followed about the language and phrasing in different sections. The Village Board and Mr. Zemenak discussed what would benefit both parties in reference to the termination of the agreement and the time period involved.

Trustee McGinley moved and Trustee Friedberg seconded a motion to table this discussion.

Upon roll call, Trustees McGinley and Friedberg voted "Aye," and Trustees Cooper, Hartweg and Henninger voted "No." Village President Pfefferman also voted "No." Motion failed to carry.

Village President Pfefferman said if the Village Board passes this and then the GEHS wants this agreement re-opened, what actions would need to happen to which Trustee Cooper said they can amend this agreement through negotiation, but the agreement cannot be unilaterally amended.

Trustee Henninger moved and Trustee Hartweg seconded an amended motion to approve the license agreement between the Village and the Glen Ellyn Historical Society, pending changes to Section 8.2, Section 13.1 and Section 13.2, subject to Village Attorney review and GEHS Board review and approval.

Upon roll call, Trustees Henninger, Hartweg, Cooper and Friedberg voted "Aye." Trustee McGinley voted "No." Motion carried.

#### **Public Hearing – Public Comment on the proposed Fiscal Year 2013/2014 Budget**

At 10:28 p.m., Trustee Hartweg moved and Trustee Cooper seconded a motion to open a Public Hearing to receive comment on the proposed annual budget for the Village of Glen Ellyn in the net amount of \$48.1 million for the Fiscal Year 2013/2014, beginning May 1, 2013. All voted "Aye." Motion carried.

Finance Director Wachtel presented information on the proposed Village budget for Fiscal Year 2013/14. The proposed budget for FY 13/14 was published on February 26, 2013, and published on the Village's website on March 1, 2013. An update memo was provided on March 25, 2013 (budget memo #5). Drafts of the budget have been available on the Village's website, at the Civic Center and at the Glen Ellyn Public Library. The Village Board discussed the proposed budget on February 25, 2013 (a preview of revenues), March 11, 2013 and March 18, 2013. Notice for the public hearing was published in the Glen Ellyn News on Thursday, March 28, 2013. The Public Hearing for the FY 13/14 is scheduled for Monday, April 2, 2013, along with the first reading of the ordinance. Final adoption of the ordinance is scheduled for April 22, 2013. The new fiscal year will begin on May 1, 2013. The draft budgets have been timely provided, and the public notice has been properly published for the Village to adopt the budget on Monday, April 22, 2013, prior to the start of the fiscal year as required by law.

The budget consists of a total of 14 individual funds, each having a specific purpose, totaling \$48.1 million in aggregate expenditures. Finance Director Wachtel showed several charts on different

revenues, expenses and the Governmental, Enterprise and Trust funds.

There was no public comment on this.

At 10:40 p.m., Trustee Hartweg moved and Trustee Henniger seconded the motion to close the public hearing. All voted "Aye." Motion carried.

A straw poll will be taken to get initial feedback from the Village Board.

Trustee Hartweg moved and Trustee Henniger seconded the First Reading of Ordinance No. \_\_\_\_\_, An Ordinance Adopting the Annual Village of Glen Ellyn Expenditure Budget in the Net Amount of \$48,130,873 including the Compensation Plan for the Fiscal Year 2013/14 Beginning May 1, 2013, and Ending April 30, 2014.

Upon roll call for the straw poll, Trustees Hartweg, Henniger, Cooper, Friedberg and McGinley voted "Aye." Motion carried.

**Reminders:**

- The next Special Village Board Meeting is scheduled for Monday, April 15, 2013 at 8:00 p.m. in the Galligan Board Room of the Glen Ellyn Civic Center.
- The next Regular Village Board Meeting is scheduled for Monday, April 22, 2013, with the Workshop beginning at 7:00 p.m. and the Regular Board Meeting beginning at 8:00 p.m. in the Galligan Board Room of the Glen Ellyn Civic Center.

**Other Business?**

Tomorrow is Election Day, and Village President Pfefferman encouraged the residents to go and vote.

**Adjournment**

At 10:42 p.m. Trustee Cooper moved and Trustee Henniger seconded motioned to adjourn the meeting.

Upon roll call, Trustees Cooper, Henniger, Friedberg, Hartweg and McGinley voted "Aye." Motion carried. Meeting adjourned.

Respectfully submitted,  
Debbie Solomon  
Deputy Village Clerk

Reviewed by,  
Patti Underhill  
Acting Village Clerk

A-6B 3

**Approval of Vouchers  
For the Village Board Meeting of April 22, 2013**

**EXPENDITURES:**

	Check Date	Amount Paid
Accounts Payable Warrant 0413-1	4/5/2013	\$ 611,746.90
Accounts Payable Warrant 0413-2	4/12/2013	\$ 314,331.48
<b>Sub-Total</b>		<b>\$ 926,078.38</b>

**Warrant Total \$ 926,078.38**

**PAYROLL EXPENDITURES**

**April 5, 2013**

**Net Employee Payroll Checks**

**\$240,506.93**

**Employee & Employer Payroll Deductions:**

Police Pension - paid by employee	12,421.78
Flex 125 Plan - paid by employee	1,449.84
Medical Insurance - paid to VGE by employee	11,836.54
Retiree Insurance - paid by employee	-
IMRF - employee contribution	8,188.35
IMRF - employer contribution	23,018.43
ICMA Retirement Corp. Deferred Compensation - paid by employee	6,229.00
AXA Retirement Corp. Deferred Compensation - paid by employee	150.00
IL FOP Labor Council Dues - paid by employee	555.80
NCPERS Group Life Insurance - paid by employee	120.00
United Way - employee contribution	-
Illinois Child Support - paid by employee	791.79
Reimbursement Employee	-
Wage Garnishment	-
Social Security/Medicare Tax Withheld - employee portion	18,434.14
Social Security/Medicare Tax Withheld - employer portion	18,434.14
Trustmark Life & Accident Insurance - paid by employee	332.07
Federal Income Tax Withheld - paid by employee	41,841.93
Illinois State Tax Withheld - paid by employee	15,385.81

**Total Payroll**

**\$ 399,696.55**

**GRAND TOTAL \$ 1,325,774.93**





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VILLAGE OF GLEN ELLYN  
PAID WARRANT REPORT

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WARRANT: 0413-1

TO FISCAL 2013/12 05/01/2012 TO 04/30/2013

VENDOR NAME

DOCUMENT INV DATE VOUCHER PO CHECK NO T CHK DATE GL ACCOUNT GL ACCOUNT DESCRIPTION

INVOICE: 5211127

VENDOR TOTALS 9,105.30 YTD INVOICED 9,468.77 YTD PAID 633.71

1076 CINTAS CORPORATION NO 2  
39762 206776 P 04/05/13 121300 520970 MAINTENANCE-BUILDING & GR 204.90  
INVOICE: 9001016986

VENDOR TOTALS 2,881.55 YTD INVOICED 2,881.55 YTD PAID 204.90

175 COMMONWEALTH EDISON COMPANY  
39716 206777 P 04/05/13 121600 521200 UTILITIES 520.26  
INVOICE: 39716

VENDOR TOTALS 82,616.79 YTD INVOICED 89,665.73 YTD PAID 520.26

3525 COMMERCIAL TIRE SERVICE  
39726 206778 P 04/05/13 65000 530310 PARTS PURCHASED 520.26  
INVOICE: 2220012232

VENDOR TOTALS 6,381.28 YTD INVOICED 6,417.78 YTD PAID 216.50

5374 CREATIVE FORECASTING INC.  
39807 206779 P 04/05/13 121500 520600 DUES-SUBSCRIPTIONS-REG FE 60.00  
INVOICE: 221166-09-13

VENDOR TOTALS 60.00 YTD INVOICED 60.00 YTD PAID 60.00

235 DP SOLUTIONS, INC  
39756 206780 P 04/05/13 121300 521055 PROFESSIONAL SERVICES - O 780.00  
INVOICE: 57115

VENDOR TOTALS 780.00 YTD INVOICED 780.00 YTD PAID 780.00

236 DREISILKER ELECTRIC MOTORS, INC.  
39757 206781 P 04/05/13 121300 530105 OPERATING SUPPLIES 31.46  
INVOICE: 1854634

VENDOR TOTALS 1,778.20 YTD INVOICED 1,778.20 YTD PAID 31.46

249 DUPAGE COUNTY  
39758 206782 P 04/05/13 134000 521055 PROFESSIONAL SERVICES - O 3,744.75  
INVOICE: 12-109RMS

VENDOR TOTALS 6,770.74 YTD INVOICED 7,210.74 YTD PAID 3,744.75

246 DUPAGE COUNTY ANIMAL CARE AND CONTROL  
39755 206783 P 04/05/13 134000 521055 PROFESSIONAL SERVICES - O 70.00  
INVOICE: 336-18605

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VILLAGE OF GLEN ELLYN  
PAID WARRANT REPORT

WARRANT: 0413-1

TO FISCAL 2013/12 05/01/2012 TO 04/30/2013

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	YTD INVOICED	YTD PAID	YTD
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VENDOR TOTALS			290.00							290.00	YTD PAID	70.00
262 DUPAGE WATER COMMISSION												
DPWC-65		02/28/13			11130	W	04/08/13	50100	LAKE MICHIGAN WATER	530500		287,388.59
INVOICE:		DPWC-69										

VENDOR TOTALS			2,834,605.55							3,235,073.47	YTD PAID	287,388.59
275 EDWARDS ENGINEERING, INC.												
39760		04/01/13			206784	P	04/05/13	121300	CONTRACT MAINT SERVICE	521075		888.00
INVOICE:		26487										

VENDOR TOTALS			3,350.00							3,350.00	YTD PAID	888.00
1078 EQUIFAX INFORMATION SVCS LLC												
39759		03/18/13			206785	P	04/05/13	134000	PROFESSIONAL SERVICES - O	521055		25.00
INVOICE:		7720456										

VENDOR TOTALS			477.68							477.68	YTD PAID	25.00
7097 FLEETPRIDE, INC												
39727		01/21/13			206786	P	04/05/13	65000	PARTS PURCHASED	530310		562.83
INVOICE:		52034174										
39728		03/26/13			206786	P	04/05/13	65000	PARTS PURCHASED	530310		201.66
INVOICE:		53219539										

VENDOR TOTALS			4,151.62							4,151.62	YTD PAID	764.49
356 GLEN ELLYN VOLUNTEER FIRE CO.												
328205		04/04/13			206787	P	04/05/13	135000	FIRE COMPANY CONTRIBUTION	520150		26,250.00
INVOICE:		FV13-5										
39812		04/04/13			206787	P	04/05/13	100	DONATIONS DUE TO FIRE COM	250350		7,231.09
INVOICE:		MAR-2013										

VENDOR TOTALS			313,596.01							313,596.01	YTD PAID	33,481.09
4090 TEMCO MACHINERY INC.												
39729		03/21/13			206788	P	04/05/13	65000	PARTS PURCHASED	530310		337.70
INVOICE:		AG33066										

VENDOR TOTALS			1,504.17							1,504.17	YTD PAID	337.70
929 W.W. GRAINGER INC												
39730		03/20/13			206789	P	04/05/13	65000	OPERATING SUPPLIES	530105		131.63
INVOICE:		9095842705										

VENDOR TOTALS			17,399.96							17,607.80	YTD PAID	131.63
4547 HD SUPPLY WATERWORKS, LTD.												
39806		03/19/13			206790	P	04/05/13	50100	OPERATING SUPPLIES	530105		22.75



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VILLAGE OF GLEN ELLYN  
PAID WARRANT REPORT

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WARRANT: 0413-1

TO FISCAL 2013/12 05/01/2012 TO 04/30/2013

VENDOR NAME

DOCUMENT INV DATE VOUCHER PO CHECK NO T CHK DATE GL ACCOUNT GL ACCOUNT DESCRIPTION

39770 03/18/13 4,046.83 YTD INVOICED 206797 P 04/05/13 134000 530445 UNIFORMS 299.83  
INVOICE: 30142

VENDOR TOTALS 4,046.83 YTD INVOICED 3,036.23 YTD PAID 843.97

584 MCCANN INDUSTRIES, INC.  
39773 03/26/13 530105 OPERATING SUPPLIES 174.70  
INVOICE: 1316154  
39773 03/26/13 530225 SAFETY SUPPLIES 31.00  
INVOICE: 1316154

VENDOR TOTALS 3,036.23 YTD INVOICED 3,036.23 YTD PAID 205.70

7818 METRO PROFESSIONAL PRODUCTS, INC  
39771 02/26/13 530105 OPERATING SUPPLIES 109.19  
INVOICE: 83535  
39772 03/06/13 520970 MAINTENANCE-BUILDING & GR 832.95  
INVOICE: 81979

VENDOR TOTALS 1,775.09 YTD INVOICED 1,775.09 YTD PAID 942.14

8003 MORTON SALT, INC  
39734 03/15/13 530215 OPERATING SUPPLIES, SALT 7,167.89  
INVOICE: 5400123952

VENDOR TOTALS 72,495.34 YTD INVOICED 72,495.34 YTD PAID 7,167.89

651 NORTHERN ILLINOIS GAS COMPANY  
39735 03/26/13 521200 UTILITIES 133.25  
INVOICE: 39735  
39736 03/26/13 521200 UTILITIES 296.92  
INVOICE: 39736  
39774 03/27/13 521200 UTILITIES 104.50  
INVOICE: 39774  
39775 03/19/13 521200 UTILITIES 93.38  
INVOICE: 39775

VENDOR TOTALS 34,543.09 YTD INVOICED 36,673.45 YTD PAID 628.05

1458 OFFICE DEPOT, INC  
39777 03/15/13 530100 OFFICE SUPPLIES 75.09  
INVOICE: 650465134001  
39778 03/20/13 530100 OFFICE SUPPLIES 90.96  
INVOICE: 649703396001

VENDOR TOTALS 6,920.24 YTD INVOICED 7,376.08 YTD PAID 166.05

8152 MICHAEL/SARAH PACINI  
39780 04/04/13 521140 SEWER REIMBURSE PLAN REPA 2,500.00  
INVOICE: SWR040413



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VILLAGE OF GLEN ELLYN  
PAID WARRANT REPORT

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WARRANT: 0413-1

TO FISCAL 2013/12 05/01/2012 TO 04/30/2013

VENDOR NAME DOCUMENT INV DATE VOUCHER PO CHECK NO T CHK DATE GL ACCOUNT GL ACCOUNT DESCRIPTION

INVOICE: 123232

VENDOR TOTALS 653.36 YTD INVOICED 653.36 YTD PAID 653.36

2405 SIGN IDENTITY, INC 39788 03/22/13 206811 P 04/05/13 121300 530105 OPERATING SUPPLIES 115.00  
INVOICE: 1303044

VENDOR TOTALS 7,767.57 YTD INVOICED 7,865.55 YTD PAID 115.00

800 SOUKUP HARDWARE STORES 39783 03/01/13 206812 P 04/05/13 121300 530105 OPERATING SUPPLIES 77.73  
INVOICE: 54585  
39784 03/01/13 206812 P 04/05/13 121300 530105 OPERATING SUPPLIES 27.39  
INVOICE: 54584  
39785 03/09/13 206812 P 04/05/13 134000 530105 OPERATING SUPPLIES 1.35  
INVOICE: 56829  
39786 03/01/13 206812 P 04/05/13 134000 530105 OPERATING SUPPLIES 8.97  
INVOICE: 56743  
39787 03/05/13 206812 P 04/05/13 134000 530105 OPERATING SUPPLIES 5.40  
INVOICE: 56752

VENDOR TOTALS 812.86 YTD INVOICED 946.59 YTD PAID 120.84

803 SPARTAN MOTORS CHASSIS, INC 39744 03/27/13 206813 P 04/05/13 65000 530310 PARTS PURCHASED 39.76  
INVOICE: IN00539255

VENDOR TOTALS 283.40 YTD INVOICED 283.40 YTD PAID 39.76

2687 STAPLES CONTRACT & COMMERCIAL, INC. 39782 03/13/13 206814 P 04/05/13 121300 530105 OPERATING SUPPLIES 563.72  
INVOICE: 3194920586

VENDOR TOTALS 7,853.11 YTD INVOICED 7,987.65 YTD PAID 563.72

1210 STATE OF ILLINOIS/FIRE MARSHAL 39767 03/04/13 206815 P 04/05/13 121300 521055 PROFESSIONAL SERVICES - O 200.00  
INVOICE: 9491229

VENDOR TOTALS 200.00 YTD INVOICED 200.00 YTD PAID 200.00

815 STERLING CODIFIERS, INC. 39742 12/21/12 206816 P 04/05/13 121100 521055 PROFESSIONAL SERVICES - O 1,024.00  
INVOICE: 13663

VENDOR TOTALS 3,550.00 YTD INVOICED 4,802.00 YTD PAID 1,024.00

5758 SWAHM 39813 04/04/13 11131 W 04/08/13 60000 520895 INSURANCE-HOSPITAL, GROUP 187,372.21  
INVOICE: SWAHM-53

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VILLAGE OF GLEN ELLYN  
PAID WARRANT REPORT

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WARRANT: 0413-1

TO FISCAL 2013/12 05/01/2012 TO 04/30/2013

VENDOR NAME DOCUMENT INV DATE VOUCHER PO CHECK NO T CHK DATE GL ACCOUNT GL ACCOUNT DESCRIPTION

VENDOR TOTALS	2,050,493.47	YTD INVOICED	2,234,016.73	YTD PAID	187,372.21
3705 TECHNOLOGY SERVICES COMPANY					
39790	04/01/13				
INVOICE: 5729	206817	P	04/05/13	65000	521195
					TELECOMMUNICATIONS
VENDOR TOTALS	6,024.00	YTD INVOICED	6,024.00	YTD PAID	502.00

8101 TERAN CONCRETE CONSTRUCTION, INC					
39745	03/26/13				
INVOICE: 22317	206818	P	04/05/13	143200	520970
					MAINTENANCE-BUILDING & GR
VENDOR TOTALS	7,097.50	YTD INVOICED	7,097.50	YTD PAID	3,215.00

854 TERRACE SUPPLY COMPANY					
39746	03/19/13				
INVOICE: 70133622	206819	P	04/05/13	65000	530310
39747	03/21/13				
INVOICE: 70133927	206819	P	04/05/13	65000	530105
39748	03/21/13				
INVOICE: 70134012	206819	P	04/05/13	65000	530105
39793	03/25/13				
INVOICE: 70134793	206819	P	04/05/13	65000	530105
VENDOR TOTALS	6,339.09	YTD INVOICED	6,339.09	YTD PAID	5,693.19

5679 THEODORE POLYGRAPH SERVICE INC					
39791	03/14/13				
INVOICE: 3602	206820	P	04/05/13	134000	520615
					RECRUITING AND TESTING
VENDOR TOTALS	945.00	YTD INVOICED	945.00	YTD PAID	540.00

7909 TOP LINE TOWING INC					
39792	03/05/13				
INVOICE: 33283	206821	P	04/05/13	134000	520936
					SEIZED PROPERTY EXPENSES
VENDOR TOTALS	445.00	YTD INVOICED	445.00	YTD PAID	140.00

889 UNIQUE PRODUCTS & SERVICE CORP					
39795	03/26/13				
INVOICE: 255840	206822	P	04/05/13	121300	530105
39796	03/11/13				
INVOICE: 255012	206822	P	04/05/13	121300	530105
39797	03/14/13				
INVOICE: 255012-1	206822	P	04/05/13	121300	530105
VENDOR TOTALS	4,590.12	YTD INVOICED	6,202.14	YTD PAID	812.72

892 UNITED COFFEE SERVICE, INC.					
39794	03/18/13				
	206823	P	04/05/13	134000	530105
					OPERATING SUPPLIES
VENDOR TOTALS					328.00

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VILLAGE OF GLEN ELLYN  
PAID WARRANT REPORT

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WARRANT: 0413-1

TO FISCAL 2013/12 05/01/2012 TO 04/30/2013

VENDOR NAME

DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	YTD PAID	YTD PAID	YTD PAID
INVOICE: 520202											
39811	03/27/13			206823	P	04/05/13	121300	530105	5,490.05	5,490.05	251.65
INVOICE: 520468											
VENDOR TOTALS									5,490.05	5,490.05	251.65
898 UNITED STATES POSTMASTER											
39779	04/03/13			206824	P	04/05/13	121200	520900	5,490.05	5,490.05	579.65
INVOICE: 40413											
VENDOR TOTALS									5,490.05	5,490.05	579.65
915 VERIZON WIRELESS SERVICES LLC											
39798	03/18/13			206825	P	04/05/13	134000	520933	16,509.31	16,509.31	89.00
INVOICE: 9701699429											
VENDOR TOTALS									16,509.31	16,509.31	89.00
5528 WALSH, KNIPPEN, KNIGHT & POLLOCK, CHTD.											
39800	03/19/13			206826	P	04/05/13	134000	521055	30,279.57	30,279.57	116.66
INVOICE: 18907											
VENDOR TOTALS									30,279.57	30,279.57	116.66
3995 WAREHOUSE DIRECT OFFICE PRODUCTS											
39801	03/08/13			206827	P	04/05/13	121300	530105	333.00	333.00	74.00
INVOICE: 1876380-0											
VENDOR TOTALS									333.00	333.00	74.00
5794 WCS PHOTOGRAPHY											
39805	03/19/13			206828	P	04/05/13	134000	530105	2,266.30	2,266.30	198.32
INVOICE: GEPD2012											
VENDOR TOTALS									2,266.30	2,266.30	198.32
8153 JOHN WEBB											
39802	04/02/13			206829	P	04/05/13	4000	410600	37.00	37.00	37.00
INVOICE: TXR040413											
VENDOR TOTALS									37.00	37.00	37.00
944 WELLNESS INC.											
39799	03/06/13			206830	P	04/05/13	60000	520893	2,490.00	2,490.00	2,490.00
INVOICE: 992											
VENDOR TOTALS									2,490.00	2,490.00	2,490.00
970 XEROX CORPORATION											
39803	04/01/13			206831	P	04/05/13	121200	520975	13,110.00	13,110.00	13,110.00
INVOICE: 67226565											
VENDOR TOTALS									13,110.00	13,110.00	13,110.00
VENDOR TOTALS									52,097.57	52,097.57	1,195.40

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VILLAGE OF GLEN ELLYN  
PAID WARRANT REPORT

PG 11  
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WARRANT: 0413-1

TO FISCAL 2013/12 05/01/2012 TO 04/30/2013

VENDOR NAME

DOCUMENT

INV DATE VOUCHER PO

CHECK NO T CHK DATE GL ACCOUNT

GL ACCOUNT DESCRIPTION

VENDOR TOTALS	13,599.28	YTD INVOICED	14,365.23	YTD PAID	1,195.40
975 ZIEBELL WATER SERVICE PRODUCTS INC					
39804	03/26/13				
INVOICE: 219838-000	206832	P 04/05/13	50100	521025	MAINTENANCE-VALVES
VENDOR TOTALS	10,050.57	YTD INVOICED	10,050.57	YTD PAID	271.36
REPORT TOTALS					611,746.90

TOTAL PRINTED CHECKS	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	69	136,986.10
	2	474,760.80

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VILLAGE OF GLEN ELLYN  
PAID WARRANT REPORT

WARRANT: 0413-2

VENDOR NAME

DOCUMENT      INV DATE      VOUCHER      PO      CHECK NO      T      CHK DATE      GL ACCOUNT      GL ACCOUNT DESCRIPTION

307 1ST AYD CORPORATION  
39878      04/08/13  
INVOICE: 576823      206834 P      04/12/13      65000      530310      PARTS PURCHASED      239.77

VENDOR TOTALS      2,113.41      YTD INVOICED      2,113.41      YTD PAID      239.77

2 3M COMPANY  
39874      04/02/13  
INVOICE: SS05047      206835 P      04/12/13      143200      520995      MAINTENANCE-SIGNS      1,242.00

VENDOR TOTALS      11,008.77      YTD INVOICED      12,588.77      YTD PAID      1,242.00

1107 AMERICAN EXPRESS  
950545      03/31/13  
INVOICE: AMEXVGE-47      11132 W      04/12/13      50100      520835      BANKING SERVICES      119.10  
950545      03/31/13  
INVOICE: AMEXVGE-47      11132 W      04/12/13      50200      520835      BANKING SERVICES      119.10  
AMEX-97      03/31/13  
INVOICE: AMEXREC-48      11133 W      04/12/13      55720      520810      CREDIT CARD FEES      303.32  
AMEX-97      03/31/13  
INVOICE: AMEXREC-48      11133 W      04/12/13      55730      520810      CREDIT CARD FEES      21.06  
AMEX-97      03/31/13  
INVOICE: AMEXREC-48      11133 W      04/12/13      55750      520810      CREDIT CARD FEES      29.49

VENDOR TOTALS      14,245.48      YTD INVOICED      15,171.64      YTD PAID      592.07  
7546 FANCYTEX LLC  
39817      03/26/13  
INVOICE: 1255      206836 P      04/12/13      134000      530100      OFFICE SUPPLIES      608.88

VENDOR TOTALS      608.88      YTD INVOICED      608.88      YTD PAID      608.88  
6443 AMERON INTERNATIONAL  
39875      03/27/13  
INVOICE: 30059798      206837 P      04/12/13      143200      521045      MAINTENANCE-STREET LIGHTS      1,864.00  
39876      03/27/13  
INVOICE: 30059799      206837 P      04/12/13      143200      521045      MAINTENANCE-STREET LIGHTS      1,864.00

VENDOR TOTALS      7,126.00      YTD INVOICED      7,126.00      YTD PAID      3,728.00  
52 SOUTH WEST INDUSTRIES INC  
39879      12/26/12  
INVOICE: 129194      206838 P      04/12/13      121300      521055      PROFESSIONAL SERVICES - O      365.00

VENDOR TOTALS      2,753.00      YTD INVOICED      2,753.00      YTD PAID      365.00  
60 ART'S RV SERVICE CENTERS INC.  
39877      04/03/13  
INVOICE: 4112392      206839 P      04/12/13      65000      530310      PARTS PURCHASED      3.00

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VILLAGE OF GLEN ELLYN  
PAID WARRANT REPORT

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WARRANT: 0413-2

TO FISCAL 2013/12 05/01/2012 TO 04/30/2013

VENDOR NAME

DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION
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VENDOR TOTALS		3.00	YTD INVOICED				3.00	YTD PAID
8172 MATTHEW S AVERY	04/11/13			206840	P	04/12/13	540	120210
INVOICE: 39949								ACCOUNTS REC - UTILITY BI
VENDOR TOTALS		29.51	YTD INVOICED				29.51	YTD PAID
5034 AZAVAR AUDIT SOLUTIONS, INC.	04/01/13			206841	P	04/12/13	40000	521055
INVOICE: 9359								PROFESSIONAL SERVICES - O
VENDOR TOTALS		10,520.39	YTD INVOICED				10,520.39	YTD PAID
6832 POWER UP BATTERIES LLC	04/10/13			206842	P	04/12/13	122000	530100
INVOICE: 487-227744								OFFICE SUPPLIES
VENDOR TOTALS		2,516.53	YTD INVOICED				2,612.75	YTD PAID
4874 BAXTER & WOODMAN, INC.	03/21/13			20130031	P	04/12/13	40000	580160
INVOICE: 167590								13004 STREET IMPROVEMENTS
INVOICE: 167590				20130031	P	04/12/13	50100	580100
INVOICE: 167590								13004 CAPITAL IMPROVEMENTS
INVOICE: 167590				20130031	P	04/12/13	50200	580100
INVOICE: 167590								13004 CAPITAL IMPROVEMENTS
VENDOR TOTALS		80,373.23	YTD INVOICED				80,373.23	YTD PAID
8173 PATRICK BRADY	04/11/13			206844	P	04/12/13	540	120210
INVOICE: 39951								ACCOUNTS REC - UTILITY BI
VENDOR TOTALS		15.66	YTD INVOICED				15.66	YTD PAID
8168 CARL/DIANE BRAUN	04/11/13			206845	P	04/12/13	540	120210
INVOICE: 39945								ACCOUNTS REC - UTILITY BI
VENDOR TOTALS		101.78	YTD INVOICED				101.78	YTD PAID
1003 BURNS & MCDONNELL ENGINEERING CO.	03/28/13			20130017	P	04/12/13	40000	580160
INVOICE: 68035-6								13002 STREET IMPROVEMENTS
VENDOR TOTALS		98,086.09	YTD INVOICED				98,086.09	YTD PAID
124 CARLSON PAINT, GLASS, ART & HARDWARE INC	02/26/13			206847	P	04/12/13	121600	520970
INVOICE: 89885								MAINTENANCE-BUILDING & GR

898.87

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VILLAGE OF GLEN ELLYN  
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WARRANT: 0413-2

TO FISCAL 2013/12 05/01/2012 TO 04/30/2013

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	YTD PAID	YTD PAID	
INVOICE: 114598												
VENDOR TOTALS												
2952	CHICAGO INT'L TRUCKS	04/04/13			206848	P	04/12/13	65000	PARTS PURCHASED	530310	898.87	898.87
	INVOICE: 16088552											74.75
VENDOR TOTALS												
171	COCA-COLA REFRESHMENTS USA INC	03/28/13			206849	P	04/12/13	55730	BEVERAGES/RESALE	530405	11,333.03	74.75
	INVOICE: 2278299230											607.81
VENDOR TOTALS												
175	COMMONWEALTH EDISON COMPANY	03/16/13			206850	P	04/12/13	55710	UTILITIES	521200	7,338.69	607.81
	INVOICE: 39820											1,265.17
	INVOICE: 39820	03/16/13			206850	P	04/12/13	55720	UTILITIES	521200		1,265.16
VENDOR TOTALS												
3525	COMMERCIAL TIRE SERVICE	04/08/13			206851	P	04/12/13	65000	REPAIRS-CONTRACTUAL/LABOR	521180	89,665.73	2,530.33
	INVOICE: 2220012448											35.00
	INVOICE: 2220012448	04/08/13			206851	P	04/12/13	65000	REPAIRS-CONTRACTUAL/PARTS	521185		6.00
VENDOR TOTALS												
6317	MARIE CROFT	04/05/13			206852	P	04/12/13	1000	VEHICLE LICENSES	420100	6,417.78	41.00
	INVOICE: VR040913											5.00
VENDOR TOTALS												
8154	MARK CURI	04/05/13			206853	P	04/12/13	1000	VEHICLE LICENSES	420100	5.00	5.00
	INVOICE: VR040913											25.00
VENDOR TOTALS												
204	DAILY HERALD	03/27/13			206854	P	04/12/13	143200	PROFESSIONAL SERVICES - O	521055	25.00	25.00
	INVOICE: T4334245											88.55
	INVOICE: T4334375	03/28/13			206854	P	04/12/13	50200	CAPITAL IMPROVEMENTS	580100		73.60
	INVOICE: T4334337	03/28/13			206854	P	04/12/13	50200	MAINTENANCE-R.O.W.	520985		59.80

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VILLAGE OF GLEN ELLYN  
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TO FISCAL 2013/12 05/01/2012 TO 04/30/2013

VENDOR NAME	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	YTD PAID	YTD INVOICED
VENDOR TOTALS									8,688.55	8,351.60
7016 DIAMOND CORING, INC	03/28/13				P	04/12/13	50100	PROFESSIONAL SERVICES - O	521055	206855
39823	30162									
VENDOR TOTALS									10,250.00	9,875.00
8155 JAMES/KIMBERLY DORION	04/05/13				P	04/12/13	1000	VEHICLE LICENSES	420100	206856
39822	VR040913									
VENDOR TOTALS									85.00	85.00
8169 DRH CAMBRIDGE HOMES INC	04/11/13				P	04/12/13	540	ACCOUNTS REC - UTILITY BI	120210	206857
39946	39946									
VENDOR TOTALS									118.53	118.53
280 EMERGENCY MEDICAL PRODUCTS INC	02/14/13				P	04/12/13	135000	OPERATING SUPPLIES	530105	206858
39886	1533638									
VENDOR TOTALS									4,250.76	4,250.76
7750 ENGINEERING ENTERPRISES, INC	03/15/13				P	04/12/13	40000	STREET IMPROVEMENTS	580160	206859
39827	52374									
VENDOR TOTALS									580100	580100
283 ENGINEERING RESOURCE ASSOC INC	03/14/13				P	04/12/13	53000	CAPITAL IMPROVEMENTS	580100	206860
39828	121101.04									
VENDOR TOTALS									82,217.04	74,348.65
291 EUCLID BEVERAGE, LTD	03/28/13				P	04/12/13	55730	BEER AND WINE	530400	206861
39829	8177910874									
VENDOR TOTALS									3,882.50	3,882.50
VENDOR TOTALS									2,824.05	2,824.05
VENDOR TOTALS									221.95	221.95
VENDOR TOTALS									380.00	380.00
VENDOR TOTALS									380.00	380.00
VENDOR TOTALS									85.00	85.00
VENDOR TOTALS									85.00	85.00
VENDOR TOTALS									118.53	118.53
VENDOR TOTALS									118.53	118.53
VENDOR TOTALS									826.24	826.24
VENDOR TOTALS									-565.00	-565.00
VENDOR TOTALS									219.26	219.26
VENDOR TOTALS									480.50	480.50
VENDOR TOTALS									2,882.50	2,882.50
VENDOR TOTALS									500.00	500.00
VENDOR TOTALS									500.00	500.00
VENDOR TOTALS									3,882.50	3,882.50
VENDOR TOTALS									2,824.05	2,824.05
VENDOR TOTALS									2,824.05	2,824.05
VENDOR TOTALS									374.30	374.30

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VILLAGE OF GLEN ELLYN  
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TO FISCAL 2013/12 05/01/2012 TO 04/30/2013

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	YTD PAID	YTD PAID
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VENDOR TOTALS											27,760.50	YTD INVOICED	28,599.60	YTD PAID	374.30
311	THE TERRAMAR GROUP, INC	04/01/13	57547		206862	P	04/12/13	65000	PARTS PURCHASED	530310		97.37			
	INVOICE:	04/02/13	57558		206862	P	04/12/13	65000	PARTS PURCHASED	530310		108.30			
VENDOR TOTALS											4,528.89	YTD INVOICED	4,528.89	YTD PAID	205.67

7097	FLEETPRIDE, INC	01/22/13			206863	P	04/12/13	65000	PARTS PURCHASED	530310		2,020.60			
	INVOICE:	04/08/13			206863	P	04/12/13	65000	PARTS PURCHASED	530310		-1,260.00			
	INVOICE:	04/08/13			206863	P	04/12/13	65000	PARTS PURCHASED	530310		-100.00			
VENDOR TOTALS											4,151.62	YTD INVOICED	4,151.62	YTD PAID	660.60

330	GLOVES INC	04/02/13			206864	P	04/12/13	50100	SAFETY SUPPLIES	530225		97.06			
	INVOICE:	1102516-00													
VENDOR TOTALS											3,036.35	YTD INVOICED	3,036.35	YTD PAID	97.06

8174	ANTHONY/DENISE GARVY	04/11/13			206865	P	04/12/13	540	ACCOUNTS REC - UTILITY BI	120210		68.58			
	INVOICE:	39952													
VENDOR TOTALS											68.58	YTD INVOICED	68.58	YTD PAID	68.58

8171	LESLIE GEBALLE	04/11/13			206866	P	04/12/13	540	ACCOUNTS REC - UTILITY BI	120210		69.53			
	INVOICE:	39948													
VENDOR TOTALS											69.53	YTD INVOICED	69.53	YTD PAID	69.53

6961	GFS MARKETPLACE LLC	03/08/13			206867	P	04/12/13	55720	OPERATING SUPPLIES	530105		52.12			
	INVOICE:	770128462			206867	P	04/12/13	55730	FOOD/RESALE	530420		82.49			
	INVOICE:	770129371			206867	P	04/12/13	55730	OPERATING SUPPLIES	530105		23.46			
	INVOICE:	770129371			206867	P	04/12/13	55730	DRY GOODS	530410		29.70			
	INVOICE:	770129259			206867	P	04/12/13	55730	OPERATING SUPPLIES	530105		21.10			
	INVOICE:	770129259			206867	P	04/12/13	55730	BEVERAGES/RESALE	530405		29.08			
VENDOR TOTALS											69.53	YTD INVOICED	69.53	YTD PAID	69.53

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VILLAGE OF GLEN ELLYN  
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TO FISCAL 2013/12 05/01/2012 TO 04/30/2013

VENDOR NAME

DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	YTD PAID	YTD INVOICED
INVOICE: 39832	770129259	03/27/13		206867	P	04/12/13	55730	FOOD/RESALE	89.44	
INVOICE: 39833	770129259	03/30/13		206867	P	04/12/13	55730	OPERATING SUPPLIES	4.95	
INVOICE: 39834	770129372									
VENDOR TOTALS										2,377.44
918 VIL. OF G.E., PUB. WKS.-PETTY CASH										
INVOICE: 39834	04/05/13			206868	P	04/12/13	143100	TRAVEL	18.75	
INVOICE: 39834	04/05/13			206868	P	04/12/13	143100	EMPLOYEE RECOGNITION	10.95	
INVOICE: 39834	04/05/13			206868	P	04/12/13	143200	MAINTENANCE-BUILDING & GR	1.00	
INVOICE: 39834	04/05/13			206868	P	04/12/13	143200	OFFICE SUPPLIES	6.56	
INVOICE: 39834	04/05/13			206868	P	04/12/13	50100	EMPLOYEE RECOGNITION	35.90	
INVOICE: 39834	04/05/13			206868	P	04/12/13	50100	OFFICE SUPPLIES	6.48	
INVOICE: 39834	04/05/13			206868	P	04/12/13	50200	OFFICE SUPPLIES	10.81	
VENDOR TOTALS										90.45
922 VILLAGE OF GLEN ELLYN										
INVOICE: 120495-96	04/01/13			11138	W	04/22/13	135000	UTILITIES	122.52	
INVOICE: 121350-98	04/01/13			11139	W	04/22/13	121600	UTILITIES	28.19	
INVOICE: 121360-82	04/01/13			11140	W	04/22/13	121600	UTILITIES	119.34	
INVOICE: 122670-97	04/01/13			11141	W	04/22/13	121600	UTILITIES	35.12	
INVOICE: 127680-99	04/01/13			11144	W	04/22/13	50100	UTILITIES	14.82	
INVOICE: 140210-95	04/01/13			11145	W	04/22/13	53000	UTILITIES	14.82	
INVOICE: 140220-97	04/01/13			11146	W	04/22/13	53000	UTILITIES	14.82	
INVOICE: 140250-97	04/01/13			11147	W	04/22/13	55710	UTILITIES	17.82	
INVOICE: 315090-95	04/01/13			11148	W	04/22/13	121300	UTILITIES	328.55	
INVOICE: 315215-91	04/01/13			11149	W	04/22/13	53000	UTILITIES	14.82	
INVOICE: 39943	04/01/13			11142	W	04/22/13	121600	UTILITIES	14.82	
INVOICE: 39944	04/01/13			11143	W	04/22/13	50100	UTILITIES	28.62	

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TO FISCAL 2013/12 05/01/2012 TO 04/30/2013

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	YTD PAID
410010-96	INVOICE:	04/01/13			11150	W	04/22/13	121300	UTILITIES	270.14
411170-89	INVOICE:	04/01/13			11151	W	04/22/13	55710	UTILITIES	27.80
413030-95	INVOICE:	04/01/13			11152	W	04/22/13	55720	UTILITIES	262.83
423925-97	INVOICE:	04/01/13			11153	W	04/22/13	135000	UTILITIES	129.54
423925-98	INVOICE:									
VENDOR TOTALS										48,559.07
368	GRACE LUTHERAN CHURCH									1,444.57
	GRACE-15	04/11/13			206869	P	04/12/13	121500	PROFESSIONAL SERVICES - O	175.00
	INVOICE:									
	GRACE-19	04/11/13			206869	P	04/12/13	121500	TELECOMMUNICATIONS	125.00
	INVOICE:									
VENDOR TOTALS										3,600.00
929	W.W. GRAINGER INC									300.00
	39896	03/20/13			206870	P	04/12/13	143200	MAINTENANCE-STREET LIGHTS	184.32
	INVOICE:									
	39897	04/03/13			206870	P	04/12/13	121300	OPERATING SUPPLIES	40.08
	INVOICE:									
	39898	04/02/13			206870	P	04/12/13	121300	PARTS PURCHASED	535.68
	INVOICE:									
	39899	03/29/13			206870	P	04/12/13	121300	OPERATING SUPPLIES	255.58
	INVOICE:									
	39900	04/03/13			206870	P	04/12/13	121300	OPERATING SUPPLIES	-192.93
	INVOICE:									
VENDOR TOTALS										17,607.80
8166	GRAPHIC PROMOTIONS, INC									822.73
	39894	03/19/13			206871	P	04/12/13	55720	PRINTING	790.00
	INVOICE:									
VENDOR TOTALS										790.00
8157	MARK HACKER									790.00
	39836	04/05/13			206872	P	04/12/13	1000	VEHICLE LICENSES	25.00
	INVOICE:									
VENDOR TOTALS										25.00
4547	HD SUPPLY WATERWORKS, LTD.									25.00
	39902	04/02/13			206873	P	04/12/13	50100	MAINTENANCE-OTHER	186.00
	INVOICE:									
	39903	04/02/13			206873	P	04/12/13	50100	MAINTENANCE-OTHER	218.40
	INVOICE:									
	39903	04/02/13			206873	P	04/12/13	50200	MAINTENANCE-STORM SEWERS	297.12

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VILLAGE OF GLEN ELLYN  
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TO FISCAL 2013/12 05/01/2012 TO 04/30/2013

VENDOR NAME DOCUMENT INV DATE VOUCHER PO CHECK NO T CHK DATE GL ACCOUNT GL ACCOUNT DESCRIPTION

INVOICE: 6460000

VENDOR TOTALS 28,866.48 YTD INVOICED 28,866.48 YTD PAID 701.52

8156 WILLIAM HEUN 39835 04/05/13 206874 P 04/12/13 1000 420100 VEHICLE LICENSES 25.00  
INVOICE: VR040913

VENDOR TOTALS 25.00 YTD INVOICED 25.00 YTD PAID 25.00

6405 HIGHLAND BAKING CO 39838 03/29/13 206875 P 04/12/13 55730 530420 FOOD/RESALE 24.46  
INVOICE: 470059

VENDOR TOTALS 8,110.48 YTD INVOICED 8,227.33 YTD PAID 24.46

8086 HUFF & HUFF, INC 39837 02/28/13 206876 P 04/12/13 53000 580100 CAPITAL IMPROVEMENTS 1,000.25  
INVOICE: 1302107

VENDOR TOTALS 6,925.00 YTD INVOICED 6,925.00 YTD PAID 1,000.25

414 ILLINOIS DEPT. OF REVENUE ST-1-91 03/31/13 11137 W 04/19/13 55700 520955 SALES TAXES - LINKS 520.00  
INVOICE: ST-1-92

VENDOR TOTALS 53,436.68 YTD INVOICED 57,774.68 YTD PAID 520.00

422 ILLINOIS SECRETARY OF STATE 39905 04/08/13 206877 P 04/12/13 65000 530305 LICENSE PLATES 202.00  
INVOICE: 41113

VENDOR TOTALS 1,279.00 YTD INVOICED 1,279.00 YTD PAID 202.00

427 ILLINOIS STATE TREASURER 39815 04/09/13 206833 P 04/09/13 143200 530105 OPERATING SUPPLIES 30.00  
INVOICE: 40913  
39907 03/28/13 20130020 206878 P 04/12/13 40000 580160 00506 STREET IMPROVEMENTS 58,943.15  
INVOICE: 105822

VENDOR TOTALS 76,736.86 YTD INVOICED 76,736.86 YTD PAID 58,973.15

1858 IMRF 39953 03/22/13 206879 P 04/12/13 121200 510500 IMRF EMPLOYER CONTRIBUTIO 9,786.36  
INVOICE: 41213

VENDOR TOTALS 9,786.36 YTD INVOICED 9,786.36 YTD PAID 9,786.36

1373 INNOVYZE, INC 39848 04/01/13 206880 P 04/12/13 50100 521055 PROFESSIONAL SERVICES - O 500.00  
INVOICE: 18039AM

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WARRANT: 0413-2

TO FISCAL 2013/12 05/01/2012 TO 04/30/2013

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	YTD PAID	YTD INVOICED
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VENDOR TOTALS											
7529	INTEGRITY ENVIRONMENTAL SERVICES, INC									1,000.00	1,000.00
39839	03/25/13				206881	P	04/12/13	65000	EQUIPMENT/CAPITAL OUTLAY	580110	580110
	INVOICE: 13-03010										500.00
39840	03/27/13				206881	P	04/12/13	65000	EQUIPMENT/CAPITAL OUTLAY	580110	580110
	INVOICE: 13-03011										400.00
39841	02/28/13				206881	P	04/12/13	65000	EQUIPMENT/CAPITAL OUTLAY	580110	580110
	INVOICE: 13-01019										300.00
39842	02/28/13				206881	P	04/12/13	65000	EQUIPMENT/CAPITAL OUTLAY	580110	580110
	INVOICE: 13-02011										900.00
39843	02/28/13				206881	P	04/12/13	65000	EQUIPMENT/CAPITAL OUTLAY	580110	580110
	INVOICE: 12-12031										300.00
39844	01/31/13				206881	P	04/12/13	65000	EQUIPMENT/CAPITAL OUTLAY	580110	580110
	INVOICE: 13-01022										3,000.00
39845	01/03/13				206881	P	04/12/13	65000	EQUIPMENT/CAPITAL OUTLAY	580110	580110
	INVOICE: 12-12032										300.00
39846	02/25/13				206881	P	04/12/13	143200	PROFESSIONAL SERVICES - O	521055	521055
	INVOICE: 13-02009										1,200.00
39847	02/07/13				206881	P	04/12/13	143100	PROFESSIONAL SERVICES - O	521055	521055
	INVOICE: 13-01017										825.00
VENDOR TOTALS											
					46,935.00					46,935.00	46,935.00

481	JERRY HAGGERTY CHEVROLET INC										
39904	03/29/13				206882	P	04/12/13	65000	PARTS PURCHASED	530310	530310
	INVOICE: 151344										131.78
VENDOR TOTALS											
					1,141.65					1,141.65	1,141.65

8164	WILLIAM JOCHUM										
39908	04/05/13				206883	P	04/12/13	4000	REAL ESTATE TRANSFER TAX	410600	410600
	INVOICE: TXR040913										1,023.00
VENDOR TOTALS											
					1,023.00					1,023.00	1,023.00

7887	KINGSBROOK GLEN, LLC										
39950	04/11/13				206884	P	04/12/13	540	ACCOUNTS REC - UTILITY BI	120210	120210
	INVOICE: 39950										92.42
VENDOR TOTALS											
					15,122.91					15,122.91	15,122.91

525	KOZ TRUCKING & SONS, INC.										
39849	03/26/13				206885	P	04/12/13	50100	MAINTENANCE-R.O.W.	520985	520985
	INVOICE: 7259										234.20
VENDOR TOTALS											
					34,889.57					34,889.57	34,889.57

502	K & S SPRINKLERS INC										
39909	03/25/13				206886	P	04/12/13	121300	CONTRACT MAINT SERVICE	521075	521075
VENDOR TOTALS											
					570.00					570.00	570.00

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VILLAGE OF GLEN ELLYN  
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WARRANT: 0413-2

TO FISCAL 2013/12 05/01/2012 TO 04/30/2013

VENDOR NAME

DOCUMENT

INV DATE VOUCHER PO

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GL ACCOUNT DESCRIPTION

INVOICE: 98900

VENDOR TOTALS

570.00 YTD INVOICED

570.00 YTD PAID

570.00

546 LEN'S ACE HARDWARE, INC.

39910 03/08/13

INVOICE: 51563

39911 03/08/13

INVOICE: 51567

39912 03/12/13

INVOICE: 51601

39913 03/13/13

INVOICE: 51630

39914 03/19/13

INVOICE: 51721

39915 03/21/13

INVOICE: 51762

206887 P 04/12/13 55710 OPERATING SUPPLIES

206887 P 04/12/13 55720 OPERATING SUPPLIES

206887 P 04/12/13 55710 OPERATING SUPPLIES

VENDOR TOTALS

9,282.64 YTD INVOICED

9,851.10 YTD PAID

158.19

3928 SUSAN MARTIN

39918 04/09/13

INVOICE: 41113

206888 P 04/12/13 121200 VILLAGE COMMISSIONS

VENDOR TOTALS

40.00 YTD INVOICED

40.00 YTD PAID

40.00

581 MAUREEN MCGUIRE

39852 04/05/13

INVOICE: 3334

206889 P 04/12/13 54000 PROFESSIONAL SERVICES - O

VENDOR TOTALS

8,299.80 YTD INVOICED

8,299.80 YTD PAID

1,146.60

8158 CAROL MCKENZIE

39850 04/05/13

INVOICE: VR040913

206890 P 04/12/13 1000 VEHICLE LICENSES

VENDOR TOTALS

14.00 YTD INVOICED

14.00 YTD PAID

14.00

6009 MERCHANT WAREHOUSE

967248 03/31/13

INVOICE: MERCH-48

967248 03/31/13

INVOICE: MERCH-48

11135 W 04/12/13 50100 BANKING SERVICES

11135 W 04/12/13 50200 BANKING SERVICES

VENDOR TOTALS

22,258.76 YTD INVOICED

24,980.27 YTD PAID

2,325.27

8159 RODNEY MIEVILLE

39851 04/05/13

INVOICE: VR040913

206891 P 04/12/13 1000 VEHICLE LICENSES

10.00

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VILLAGE OF GLEN ELLYN  
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TO FISCAL 2013/12 05/01/2012 TO 04/30/2013

VENDOR NAME DOCUMENT INV DATE VOUCHER PO CHECK NO T CHK DATE GL ACCOUNT GL ACCOUNT DESCRIPTION

VENDOR TOTALS		10.00	YTD INVOICED		10.00	YTD PAID	10.00
625 MUNICIPAL MARKING DIST., INC.							
39916	04/01/13		206892	P	04/12/13	143200	520995
INVOICE:	45086						
							140.82

VENDOR TOTALS		2,336.40	YTD INVOICED		2,336.40	YTD PAID	140.82
5335 NATIONAL PROCESSING COMPANY							
NPCREC-58	03/31/13		11134	W	04/12/13	55720	520810
INVOICE:	NPCREC-62						
NPCREC-58	03/31/13		11134	W	04/12/13	55730	520810
INVOICE:	NPCREC-62						
NPCREC-58	03/31/13		11134	W	04/12/13	55750	520810
INVOICE:	NPCREC-62						
							1,069.25
							74.25
							103.96

VENDOR TOTALS		44,583.65	YTD INVOICED		48,446.94	YTD PAID	1,247.46
651 NORTHERN ILLINOIS GAS COMPANY							
39853	04/02/13		206893	P	04/12/13	135000	521200
INVOICE:	39853						
39854	04/01/13		206893	P	04/12/13	21000	521190
INVOICE:	39854						
39855	03/27/13		206893	P	04/12/13	55720	521200
INVOICE:	39855						
39856	03/21/13		206893	P	04/12/13	55710	521200
INVOICE:	39856						
39857	03/21/13		206893	P	04/12/13	55720	521200
INVOICE:	39857						
39919	04/05/13		206893	P	04/12/13	135000	521200
INVOICE:	39919						
							1,112.63
							65.05
							1,091.85
							523.38
							23.68
							886.08

VENDOR TOTALS		34,543.09	YTD INVOICED		36,673.45	YTD PAID	3,702.67
666 JACK GRAY TRANSPORT INC							
39861	03/14/13		206894	P	04/12/13	55710	530435
INVOICE:	I0114031						
							944.97

VENDOR TOTALS		3,293.46	YTD INVOICED		4,501.03	YTD PAID	944.97
670 DAVID B COULTER							
39858	03/29/13		206895	P	04/12/13	53000	580100
INVOICE:	40913						13007
39859	03/29/13		206895	P	04/12/13	40000	580160
INVOICE:	40913-1						13003
39859	03/29/13		206895	P	04/12/13	40000	580160
INVOICE:	40913-1						13004
39859	03/29/13		206895	P	04/12/13	40000	580160
INVOICE:	40913-1						13005
							45.21

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VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	YTD PAID
VENDOR TOTALS		8,954.43							11,430.06
2670 PACE SUBURBAN BUS 39860 INVOICE: 251682	03/28/13			206896	P	04/12/13	121500	SENIOR TRANSPORTATION	3,771.94
VENDOR TOTALS		22,831.02							26,397.11
684 PAVIA-MARTING & CO. 39923 INVOICE: 13011	04/01/13			20130032	P	04/12/13	40000	STREET IMPROVEMENTS	22,080.75
39923 INVOICE: 13011	04/01/13			20130032	P	04/12/13	50100	CAPITAL IMPROVEMENTS	4,000.00
39923 INVOICE: 13011	04/01/13			20130032	P	04/12/13	50200	CAPITAL IMPROVEMENTS	4,000.00
VENDOR TOTALS		146,944.19							147,437.07
7749 PAYMENT SERVICE NETWORK, INC 382052 INVOICE: PSN-11	03/31/13			11136	W	04/12/13	50100	BANKING SERVICES	182.14
382052 INVOICE: PSN-11	03/31/13			11136	W	04/12/13	50200	BANKING SERVICES	182.14
382052 INVOICE: PSN-11	03/31/13			11136	W	04/12/13	54000	BANKING SERVICES	187.67
VENDOR TOTALS		5,346.45							551.95
1020 PRAXAIR DISTRIBUTION, INC. 39921 INVOICE: 45766517	03/29/13			206898	P	04/12/13	135000	AMBULANCE SERVICE	143.59
VENDOR TOTALS		2,214.72							143.59
6552 PROVANTAGE CORPORATION 39917 INVOICE: 6658460	04/03/13			206899	P	04/12/13	122000	OFFICE SUPPLIES	80.00
VENDOR TOTALS		19,584.05							80.00
6047 PUBLIC SAFETY SERVICES, INC 39920 INVOICE: 3039	04/01/13			206900	P	04/12/13	135000	AMBULANCE SERVICE	71,560.65
VENDOR TOTALS		863,677.21							71,560.65
737 RAILROAD MANAGEMENT CO., LLC 39865 INVOICE: 295460	03/27/13			206901	P	04/12/13	143200	LEASED EQUIPMENT	437.04

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VENDOR NAME DOCUMENT INV DATE VOUCHER PO CHECK NO T CHK DATE GL ACCOUNT GL ACCOUNT DESCRIPTION

VENDOR TOTALS 437.04 YTD INVOICED 437.04 YTD PAID 437.04

6543 RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS  
39924 03/22/13 206902 P 04/12/13 143200 521103 EMERALD ASH BORER PROGRAM 1,758.00  
INVOICE: INV0020681

VENDOR TOTALS 6,828.37 YTD INVOICED 6,828.37 YTD PAID 1,758.00

742 RED WING BRANDS OF AMERICA, INC  
39922 04/04/13 206903 P 04/12/13 65000 530225 SAFETY SUPPLIES 211.00  
INVOICE: 123056505  
39926 04/08/13 206903 P 04/12/13 50100 530225 SAFETY SUPPLIES 84.00  
INVOICE: 123056591  
39926 04/08/13 206903 P 04/12/13 50200 530225 SAFETY SUPPLIES 83.99  
INVOICE: 123056591

VENDOR TOTALS 2,495.94 YTD INVOICED 2,643.94 YTD PAID 378.99

7936 REMPE-SHARPE AND ASSOCIATES, INC  
39927 03/15/13 20130041 206904 P 04/12/13 53000 580100 13007 CAPITAL IMPROVEMENTS 13,420.00  
INVOICE: 23297

VENDOR TOTALS 26,744.70 YTD INVOICED 26,744.70 YTD PAID 13,420.00

6514 REPUBLIC SERVICES, INC.  
39925 03/31/13 206905 P 04/12/13 540 150100 BFI STICKER INVENTORY - R 3,525.00  
INVOICE: 551-010082095

VENDOR TOTALS 1,110,753.37 YTD INVOICED 1,285,854.78 YTD PAID 3,525.00

750 REZEK, HENRY, MEISENHEIMER/GENDE INC  
39862 03/31/13 20130030 206906 P 04/12/13 40000 580160 STREET IMPROVEMENTS 1,746.39  
INVOICE: 20130030-5  
39862 03/31/13 20130030 206906 P 04/12/13 50100 580100 CAPITAL IMPROVEMENTS 250.00  
INVOICE: 20130030-5  
39862 03/31/13 20130030 206906 P 04/12/13 50200 580100 CAPITAL IMPROVEMENTS 250.00  
INVOICE: 20130030-5  
39863 03/31/13 20120017 206906 P 04/12/13 40000 580160 00702 ESSEX COURT DRAINAGE IMPR 1,504.12  
INVOICE: 20120017-18  
39863 03/31/13 20120017 206906 P 04/12/13 50100 580100 00702 ESSEX COURT DRAINAGE IMPR 250.00  
INVOICE: 20120017-18  
39863 03/31/13 20120017 206906 P 04/12/13 50200 580100 00702 ESSEX COURT DRAINAGE IMPR 250.00  
INVOICE: 20120017-18  
39864 03/31/13 20120026 206906 P 04/12/13 40000 580100 CONSTRUCTION PROJECTS 2,096.89  
INVOICE: 20120026-7

VENDOR TOTALS 76,045.50 YTD INVOICED 88,437.56 YTD PAID 6,347.40

8161 YESENIA SANCHEZ  
39871 04/04/13 206907 P 04/12/13 1000 450100 POLICE ORDINANCE FINES 65.00

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VENDOR NAME DOCUMENT INV DATE VOUCHER PO CHECK NO T CHK DATE GL ACCOUNT GL ACCOUNT DESCRIPTION

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	YTD PAID	YTD PAID
INVOICE: CR040913											
VENDOR TOTALS											
774 SCHEFFLER'S FLOWERS	39930	03/29/13			206908	P	04/12/13	143200	PROFESSIONAL SERVICES - O	65.00	65.00
		INVOICE: 5188						521055			1,584.00
VENDOR TOTALS											
8165 ELIZABETH SCHNELL	39933	04/09/13			206909	P	04/12/13	4000	REAL ESTATE TRANSFER TAX	410600	1,080.00
		INVOICE: TXR040913						410600			1,080.00
VENDOR TOTALS											
7622 SCHROEDER ASPHALT SERVICES, INC.	39955	03/12/13			206910	P	04/12/13	40000	CONTRACT STREET MAINTENAN	520990	1,019.37
		INVOICE: 2012-370						520990			1,019.37
VENDOR TOTALS											
8170 CHERYL SHOOK	39947	04/11/13			206911	P	04/12/13	540	ACCOUNTS REC - UTILITY BI	120210	11.55
		INVOICE: 39947						167,322.43			1,019.37
VENDOR TOTALS											
8160 DAVID J SISSON	39866	04/05/13			206912	P	04/12/13	4000	REAL ESTATE TRANSFER TAX	410600	300.00
		INVOICE: TXR040913						410600			300.00
VENDOR TOTALS											
3328 SNAP-ON EQUIPMENT	39931	03/29/13			206913	P	04/12/13	65000	MAINTENANCE-BUILDING & GR	520970	78.00
		INVOICE: ARS/10595791						520970			299.00
39932		03/29/13			206913	P	04/12/13	65000	MAINTENANCE-BUILDING & GR	520970	299.00
		INVOICE: ARS/10595790						520970			299.00
VENDOR TOTALS											
2687 STAPLES CONTRACT & COMMERCIAL, INC.	39867	01/09/13			206914	P	04/12/13	122000	COMPUTER EQUIPMENT/PROJEC	570110	499.00
		INVOICE: 3189833988						570110			17.97
39868		03/23/13			206914	P	04/12/13	143100	OFFICE SUPPLIES	530100	17.97
		INVOICE: 3195706456						530100			17.97
39868		03/23/13			206914	P	04/12/13	50100	OFFICE SUPPLIES	530100	17.97
		INVOICE: 3195706456						530100			17.97
39868		03/23/13			206914	P	04/12/13	50200	OFFICE SUPPLIES	530100	17.97
		INVOICE: 3195706456						530100			17.97

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VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	YTD PAID
39937	03/30/13			206914	P	04/12/13	121300	OPERATING SUPPLIES	130.16
INVOICE:	3196139702						530105		
VENDOR TOTALS									
7,853.11								7,987.65	YTD PAID
813 STEINER ELECTRIC CO.	03/14/13			206915	P	04/12/13	143200	MAINTENANCE-STREET LIGHTS	295.92
39928	03/14/13								
INVOICE:	S004270759.001						521045		
VENDOR TOTALS									
19,095.29								19,095.29	YTD PAID
4590 STEVE PIPER & SONS, INC.	02/27/13			206916	P	04/12/13	143200	TREE TRIMMING	7,913.55
39934	02/27/13								
INVOICE:	140196						521090		
39935	03/25/13			206916	P	04/12/13	143200	TREE TRIMMING	3,168.50
INVOICE:	140287								
39936	03/04/13			206916	P	04/12/13	143200	TREE TRIMMING	4,011.40
INVOICE:	140228								
VENDOR TOTALS									
145,376.02								193,079.52	YTD PAID
835 SUPERIOR BEVERAGE CO.	03/28/13			206917	P	04/12/13	55730	BEER AND WINE	197.65
39869	03/28/13								
INVOICE:	230634						530400		
VENDOR TOTALS									
6,670.05								6,670.05	YTD PAID
844 SYSCO FOOD SERV - CHICAGO, INC	03/28/13			206918	P	04/12/13	55730	BEVERAGES/RESALE	323.74
39870	03/28/13								
INVOICE:	303280991						530405		
39870	03/28/13			206918	P	04/12/13	55730	DRY GOODS	67.95
INVOICE:	303280991								
39870	03/28/13			206918	P	04/12/13	55730	OPERATING SUPPLIES	70.38
INVOICE:	303280991								
39870	03/28/13			206918	P	04/12/13	55730	FOOD/RESALE	678.51
INVOICE:	303280991								
39870	03/28/13			206918	P	04/12/13	55710	OPERATING SUPPLIES	46.30
INVOICE:	303280991								
VENDOR TOTALS									
67,252.83								68,597.04	YTD PAID
853 TERMINAL SUPPLY CO, INC	04/02/13			206919	P	04/12/13	65000	PARTS PURCHASED	125.53
39939	04/02/13								
INVOICE:	20983-00						530310		
VENDOR TOTALS									
1,166.17								1,306.00	YTD PAID
854 TERRACE SUPPLY COMPANY	03/31/13			206920	P	04/12/13	65000	LEASED EQUIPMENT	12.43
39940	03/31/13								
INVOICE:	925232						521125		

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VENDOR NAME

DOCUMENT INV DATE VOUCHER PO CHECK NO T CHK DATE GL ACCOUNT GL ACCOUNT DESCRIPTION

VENDOR TOTALS 6,339.09 YTD INVOICED 6,357.99 YTD PAID 12.43

3580 TRUGREEN LIMITED PARTNERSHIP  
39938 03/21/13 21000 206921 P 04/12/13 530215 OPERATING SUPPLIES, SALT 477.00  
INVOICE: 3779647

VENDOR TOTALS 7,155.00 YTD INVOICED 7,155.00 YTD PAID 477.00

898 UNITED STATES POSTMASTER  
39956 04/11/13 121200 206922 P 04/12/13 520900 POSTAGE & SHIPPING 2,328.12  
INVOICE: 41213

VENDOR TOTALS 16,509.31 YTD INVOICED 16,509.31 YTD PAID 2,328.12

8163 MICHAEL WELCH  
39873 04/05/13 1000 206923 P 04/12/13 420100 VEHICLE LICENSES 25.00  
INVOICE: VR040913

VENDOR TOTALS 25.00 YTD INVOICED 25.00 YTD PAID 25.00

1851 WHEATON NURSERIES  
39941 12/05/12 143200 206924 P 04/12/13 521057 CBD APPEARANCE 161.00  
INVOICE: 17692

VENDOR TOTALS 876.00 YTD INVOICED 876.00 YTD PAID 161.00

3601 HOWARD L WHITE & ASSOCIATES, INC  
39901 03/27/13 143200 206925 P 04/12/13 521057 CBD APPEARANCE 1,118.00  
INVOICE: 213137

VENDOR TOTALS 8,213.00 YTD INVOICED 10,295.00 YTD PAID 1,118.00

8162 JOAN/CHRISTINE UHLHORN  
39872 04/05/13 1000 206926 P 04/12/13 420100 VEHICLE LICENSES 17.00  
INVOICE: VR040913

VENDOR TOTALS 17.00 YTD INVOICED 17.00 YTD PAID 17.00

5895 ZOLL MEDICAL CORPORATION  
39942 03/13/13 135000 206927 P 04/12/13 530105 OPERATING SUPPLIES 400.01  
INVOICE: 1993199

VENDOR TOTALS 5,320.41 YTD INVOICED 5,320.41 YTD PAID 400.01

400.01

314,331.48

REPORT TOTALS

COUNT AMOUNT

TOTAL PRINTED CHECKS 95 307,650.16

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VENDOR NAME  
DOCUMENT

INV DATE VOUCHER PO

CHECK NO T CHK DATE GL ACCOUNT

GL ACCOUNT DESCRIPTION

TOTAL WIRE TRANSFERS 22 6,681.32

\*\* END OF REPORT - Generated by Mary Romanelli \*\*

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VILLAGE OF GLEN ELLYN

PERSONAL PROFILE OF APPLICANT  
FOR SERVICE ON VOLUNTEER ADVISORY BOARD OR COMMISSION

Name LOFTUS TIMOTHY F. Today's Date 4/16/13  
(Last) (First) (Initial)

Home Address 296 WOODSTOCK AVENUE

Phone No.(s) 630-858-6168 (H) 630-728-1101 (C) E-mail TIMLOFTUS@YAHOO.COM

Business Address (including name of company) ARGONNE NATIONAL LABORATORY  
9700 S. CASS AVENUE, ARGONNE, IL. 60439

Business Phone 630-252-2058 Number of Years Glen Ellyn Resident 25

EDUCATIONAL BACKGROUND AND OTHER PERTINENT EXPERIENCE

Name, Location, Etc.	From	To
<u>ILLINOIS INSTITUTE OF TECHNOLOGY, CHICAGO, IL.</u>	<u>1973</u>	<u>1978</u>
<u>ST. PATRICK H.S., CHICAGO, IL</u>	<u>1969</u>	<u>1973</u>

CIVIC AND FRATERNAL ORGANIZATIONS AND ACTIVITIES

- FORMER GLEN ELLYN HISTORIC PRESERVATION COMMISSION 3/05 to 5/12
- GLEN ELLYN HISTORICAL SOCIETY - VOLUNTEER
- FRANK LLOYD WRIGHT PRESERVATION TRUST - VOLUNTEER 1994 to PRESENT

BUSINESS OR PROFESSIONAL ACTIVITIES

(including type of present employment)

CONSTRUCTION PROJECT MANAGEMENT

PLEASE INDICATE VILLAGE BOARD/COMMISSION INTERESTS

HISTORIC PRESERVATION COMMISSION

Thank you for your interest! Please return this completed form to:  
Glen Ellyn Village Clerk, 535 Duane Street, Glen Ellyn, IL 60137  
(630) 547-5201 (630) 469-8849 Fax

A-6D

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**MEMORANDUM**

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**TO:** Mark Franz, Village Manager *MF*  
**FROM:** Mark Binkerd, IT Manager  
**DATE:** 04/12/2013  
**RE:** GIS Implementation and Village Board Consideration

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**Background**

Village staff has been working on the development of GIS (Geographic Information System) functionality for the past 10 years. The efforts have been focused in the Public Works department where the use of GIS has had the greatest impact. Unfortunately, due to the cost and complexity of developing a GIS we have not been able to realize the benefits of a fully functional GIS. Progress has been made over the last year towards creating various databases established for utilities and other infrastructure, but a fully functional GIS program will be difficult to achieve on our own. The investment we have made to date in GIS has made clear the huge potential benefits of having a fully functional GIS available to all of the Village staff.

**Issues**

While we see huge potential benefits from a fully functional GIS, we have yet to be able to develop a fully functional system due to the cost and complexity of such a system. Much of the effort to create a GIS requires a specialized, highly technical skill set. To date we have been able to leverage the technical skills of some of our existing staff and been able to hire interns, and an engineering firm to complete specific projects. The problem is that with the current model we are not progressing at a rate sufficient to create and sustain a viable GIS that can be used by all of the Village staff.

We are not alone in this struggle. Other municipalities of our size share the same issues we are facing. The solution is clear, increased investment in the development of a GIS. Some communities have decided to develop GIS independently and others have joined together into a consortium where they can share intellectual property, development resources, and software costs. We have looked at both approaches and we believe there are significant benefits to a collaborative approach:

Staffing costs would be similar whether internal or through the consortium if we follow the same staffing model which has proven to be successful. The consortium approach also gives us access to a group of experts in GIS development that would not be available internal to our organization.

Membership in the consortium provides instant access to a GIS which has been in development for 15 years and is evolving daily. To replicate that functionality through internal development staff would take several years of effort.

Specialized software for the development and hosting of the GIS is shared among member agencies in the consortium model. These costs are recurring and the software costs would be higher if we develop GIS internally.

Development costs are shared among the members of the consortium and there is guaranteed support of the GIS for the life of the system. With an internal development the costs are born solely by the Village and continuity of support depends on a smaller pool of staff resources.

To realize a functioning GIS it would require positional data for all of the Village assets. This need exists independent of which approach is used to achieve the GIS. The GIS department at DuPage County is a source we have and will continue to rely on for some of this information. We will also need to continue to make geo-location of Village assets a systemic part of what we do to fully realize the benefits of a GIS. At the February 28<sup>th</sup> board workshop MGP made a presentation to the board explaining the consortium and laying out the benefits of a cooperative approach. MGP also met in subsequent meetings with the Village management and staff to provide more details and answer questions. The GIS Consortium offers many products at no additional start up costs, such as web access for residents and other customers. Once the database is fully operational, datasets that will be of interest to the public can be deployed, making that information more readily available, saving staff resources. We would also be able to use existing data from MUNIS or (police CAD) to provide maps for various purposes. This expands the use of GIS from its primary users (Public Works and Planning and Zoning) to other Village Departments (Police, Administration and Finance).

The consortium currently has 22 member communities (list attached). Each member community gets one vote on the consortium board. Since its inception no member has left the consortium. There is a onetime membership fee to join the consortium of \$10,000. The ongoing expenses cover staffing, shared software licenses and hosting fees. A projection of the costs for the consortium over the next five years is attached.

### **Recommendation**

We see a fully functional GIS as a strategic asset to the Village. Intergovernmental cooperation has been a high priority of the Village Board and this approach will achieve long term efficiency benefits for the Village of Glen Ellyn. Management recommends the board approve a recommendation to enter into a membership agreement for a GIS Consortium for a onetime fee of \$10,000 and enter into the GIS Consortium Service Provider Contract with Municipal GIS Partners, Inc., in the amount of \$85,392 (11 months FY14).

### **Action Requested**

Approve a recommendation from management to enter into a membership agreement for a GIS Consortium for a onetime fee of \$10,000 and enter into the GIS Consortium Service Provider Contract with Municipal GIS Partners, Inc., in the amount of \$85,392 (11 months FY14). These funds have been allocated in the FY14 budget and accessed equally to the general fund, water fund, and sewer fund.

<b>PROGRAM STAFFING</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
GISC Specialist	55,567	58,346	61,263	64,326	67,542
GISC Coordinator	6,938	7,285	7,649	8,031	8,433
GISC Analyst	6,938	7,285	7,649	8,031	8,433
GISC DBA	7,227	7,588	7,967	8,366	8,784
GISC Developer	7,227	7,588	7,967	8,366	8,784
GISC Manager	7,227	7,588	7,967	8,366	8,784
TBD					
<b>PROGRAM STAFFING SUB-TOTAL</b>	<b>91,123</b>	<b>95,679</b>	<b>100,463</b>	<b>105,486</b>	<b>110,760</b>
<b>LAYER DEVELOPMENT</b>					
Photogrammetric Mapping					
Rapid conversion					
TBD					
<b>LAYER DEVELOPMENT SUB-TOTAL</b>					
<b>HARDWARE</b>					
GIS Workstation					
GIS Server					
Plotter/printer					
GIS Thin-client					
GIS Remote Access Service (RAS)					
TBD					
<b>HARDWARE SUB-TOTAL</b>					
<b>SOFTWARE</b>					
Arc/Info (ESRI)					
ArcView Licenses (ESRI)					
ArcGIS Server (ESRI)					
GISC Shared Initiatives	1,532	2,265	1,880	1,675	1,761
TBD					
<b>SOFTWARE SUB-TOTAL</b>	<b>1,532</b>	<b>2,265</b>	<b>1,880</b>	<b>1,675</b>	<b>1,761</b>
<b>MAINTENANCE &amp; LICENSES</b>					
Hardware - GIS Workstation					
Hardware - GIS Server					
Hardware - Plotter/printer					
Software - Arc/Info (ESRI)		3,000	3,000	3,000	3,000
Software - ArcView Licenses (ESRI)		2,800	2,000	1,200	1,200
Software -ArcGIS Server (ESRI)					
TBD					
<b>MAINTENANCE &amp; LICENSES SUB-TOTAL</b>		<b>5,800</b>	<b>5,000</b>	<b>4,200</b>	<b>4,200</b>
<b>OTHER COSTS</b>					
Supplies & Materials & Postage	500	500	500	500	500
Furniture & Fixtures					
GISC Initiation Fee	10,000				
TBD					
<b>OTHER COSTS SUB-TOTAL</b>	<b>10,500</b>	<b>500</b>	<b>500</b>	<b>500</b>	<b>500</b>
<b>TOTAL PROGRAM BUDGET</b>	<b>103,155</b>	<b>104,244</b>	<b>107,843</b>	<b>111,861</b>	<b>117,221</b>

This section provides a description of the budget line-items above.

#### **PROGRAM STAFFING (GISC)**

- This is the staffing component of the budget. These services are provided by MGP, founder of the GISC.
- An annual contract is required with MGP for these services. All other components of the budget are with other vendors.
- Your GISC allocation math is 49% based on 6.8 square miles. According to GISC bylaws your actual allocation needs to be a factor of 10% (40% or 50%).
- This budget is based on 50% allocation. This means that a specialist will be assigned to your community 5 days per a 2-week period excluding vacation and holidays.
- Rates and allocations are negotiated and determined by the GIS Consortium members annually.
- This budget assumes a program start date on May 1, 2013.

#### **LAYER DEVELOPMENT**

##### **Base Mapping - Discretionary**

- The Base Mapping program is a cooperative initiative to collect aerial photo and produce planimetric mapping (building footprints, road surface, curbs features etc), topography mapping (elevation model, 1 ft contours) and digital orthoimagery. Community staff will determine if this base mapping component is required during the annual program review that is conducted each year.

##### **Rapid Conversion - Discretionary**

- Rapid conversion is an option for off-shoring some of the larger dataset conversions particularly utilities.
- This item is generally utilized when there is no digital source and the data is being developed from paper. It does not appear this will be needed for this program.

#### **HARDWARE**

- Hardware in the traditional budget is procured and owned by the community.
- MGP provides specifications for all GIS equipment when procurements are required.
- The community may elect to defer or eliminate some of these items based on existing hardware.
- The GIS Workstation is operated by the assigned specialist. This includes the ArcInfo software license referenced below.
- The Village will use the web access version of MapOffice(TM) thereby not requiring a local version of ArcGIS Server.

#### **SOFTWARE**

- ArcInfo is the GIS professional platform that will be used by the assigned specialist to manage and analyze the data.
- The Village currently has 6-licenses of ArcGIS Basic (ArcView) - one primary floating, one primary single-use, and 4 secondary single use. MGP and Village staff will determine how many licenses are required based on the MapOffice access and the number of ArcGIS Basics required for department use including Cartegraph seats.
- GISC Shared Initiatives include the public version of MapOffice, ESRI business analyst online, ArcGIS extensions, GoToMeeting, hardware and other items that are cost shared by the GISC membership.
- Esri extensions including Tracking Analyst, Spatial Analyst, 3D Analyst and Network Analyst owned by the Village will be evaluated and discontinued if available in the GISC Shared Initiative offering and not otherwise required by staff.

#### **MAINTENANCE & LICENSES**

- This category provides costs for supporting hardware and software licenses and maintenance agreements.
- Hardware maintenance is zero since this is typically managed through the IT department at purchase.
- Software annual maintenance is based on the products proposed in the software section.

#### **OTHER EXPENSES**

- Supplies and materials include an estimate of printing fees, supplies, and other related costs.
- GIS Consortium Membership is a one-time membership cost to join the GIS Consortium.
- There are no annual membership dues for the GIS Consortium.

## Current GIS Consortium Membership

Member	Since	Population	Parcels	Area (sq. miles)
City of Highland Park	2000	31,614	11,168	12.20
Village of Glencoe	2000	8,762	3,603	3.79
City of Park Ridge	2000	37,775	13,432	7.12
Village of Lincolnshire	2000	7,039	2,867	4.59
City of Des Plaines	2002	57,062	20,000	14.37
Village of Deerfield	2002	18,420	6,258	5.54
Village of Morton Grove	2003	22,451	8,923	5.09
Village of Winnetka	2003	12,187	5,804	3.87
Village of Skokie	2005	66,620	22,203	10.06
Village of Lincolnwood	2005	11,810	5,284	2.69
Village of Glenview	2006	45,292	19,900	13.85
Village of Norridge	2007	14,582	5,136	1.81
Village of Wheeling	2008	38,555	7,199	8.75
Elk Grove Village	2008	34,727	10,869	11.30
Village of Riverside	2008	8,507	3,298	2.00
Village of Oak Brook	2008	8,702	8,183	8.30
City of Lake Forest	2010	20,990	11,241	16.90
Village of Tinley Park	2011	58,322	35,820	14.96
Village of Mundelein	2012	33,235	10,270	9.95
Village of Woodridge	2012	30,934	19,512	8.50
Village of Buffalo Grove	2013	42,909	15,721	9.30
Village of Northbrook	2013	33,170	null	13.00
<b>Economies of Scale (TOTAL)</b>		<b>643,665</b>	<b>246,691</b>	<b>187.40</b>

MEMBERSHIP AGREEMENT FOR A GEOGRAPHIC  
INFORMATION SYSTEM CONSORTIUM

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the municipalities that have executed this Agreement pursuant to its terms (all municipalities are collectively referred to as "Parties").

WITNESSETH:

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and Section 3 of the Illinois Intergovernmental Cooperation Act authorize and encourage the entering into of Intergovernmental Agreements between units of local government;

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement setting forth the responsibilities of the Parties with regard to the operation of a consortium to develop and share geographic information system information;

WHEREAS, the Parties desire to limit the cost of developing geographic information systems for their communities by participating in group training, joint purchasing and development and innovation sharing;

NOW, THEREFORE, in consideration of the mutual covenants of this Agreement and other good and valuable consideration, the Parties agree as follows:

I. General Purpose

The general purpose of this Agreement is to provide for an organization through which the Parties may jointly and cooperatively procure professional services for the establishment,

operation and maintenance of a geographic information system for the use and benefit of the Parties.

## II. Construction and Definitions

Section 1. The language in the text of this Agreement shall be interpreted in accordance with the following rules of construction:

- (a) The singular number includes the plural number and the plural the singular,
- (b) The word “shall” is mandatory; the word “may” is permissive; and
- (c) The masculine gender includes the feminine and neuter

Section 2. When the following words and phrases are used, they shall, for the purposes of this Agreement, have the meanings respectively ascribed to them in this Section, except when the context otherwise indicates.

- (a) “GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM” or “GISCon” means the organization created pursuant to this Agreement.
- (b) “GIS,” means geographic information system.
- (c) “BOARD” means the Board of Directors of GISCon, consisting of one (1) Director (and one (1) alternate Director) from each governmental unit, which is a member of GISCon.
- (d) “CORPORATE AUTHORITIES” means the governing body of the member governmental unit.
- (e) “MEMBER” means a Governmental Unit, which enters into this Agreement and is, at any specific time not in default as set forth in this Agreement.
- (f) “FORMER MEMBER” means any entity, which was once a Member, but has either withdrawn from GISCon or whose membership was terminated pursuant to this Agreement.
- (g) “UNIT OF LOCAL GOVERNMENT” or “GOVERNMENTAL UNIT” means and includes any political subdivision of the State of Illinois or any department or agency of the state government or any city, village or any taxing body.

- (h) "SOFTWARE" means computer programs, form designs, user manuals, data specifications and associated documentation.
- (i) "SERVICE PROVIDER" means any professional services firm(s) that GISCon designates as the firm(s) to establish, operate, maintain or support geographic information systems, for the Members.
- (j) "SECONDARY SERVICE PROVIDER" means a Service Provider not limited to a supplier of software, hardware, mapping or other services.
- (k) "INTELLECTUAL PROPERTY" means any and all software, data or maps generated by or for GISCon. Such intellectual property shall be considered privileged and confidential trade secrets and shall constitute valuable formulae, design and research data or which Members have given substantial consideration.

### III. Membership

Section 1. Any Governmental Unit may be eligible to become a member of GISCon.

Section 2. A Governmental Unit desiring to be a member shall execute a counterpart of this Agreement and shall pay initial membership dues of a minimum of Four Thousand Dollars (\$4,000) and a maximum of Twenty Thousand Dollars (\$20,000) to be pro-rated in accordance with the formula contained in Exhibit A. Payment shall be made to the Treasurer of GISCon to offset the cost of the legal and administrative expenses of the formation, operation and administration of GISCon.

Section 3. Members shall enter into a GIS service contract, with the Service Provider substantially conforming with the agreement attached in Exhibit B or as modified by the GISCon Board, within one (1) year of signing this Agreement. Members are expected to enter into any agreements with Secondary Service Providers deemed necessary for the functioning of GISCon within a reasonable time as determined by the Board of Directors. Members shall be subject to the provisions of this Agreement, including but not limited to Article XIV.

Section 4. Any Governmental Unit desiring to enter into this Agreement may do so by the duly authorized execution of a counterpart of this Agreement by its proper officers. Thereupon, the clerk or other corresponding officer of the Governmental Unit shall file a duly executed copy

of the Agreement, together with a certified copy of the authorizing resolution or other action, with the GISCon President. The resolution authorizing the execution of the Agreement shall also designate the first Director and alternate for the Member.

Section 5. The Charter Members shall be the Members consisting of Glencoe, Highland Park, Lincolnshire and Park Ridge.

Section 6. Any Member joining GISCon agrees, upon joining, that if it is to become a Former Member, it will be bound by all of the obligations of a Former Member as set forth in this Agreement.

Section 7. Former members will require a two-thirds (2/3) majority Member vote in order to rejoin the Consortium.

#### IV. Board of Directors

Section 1. The governing body of GISCon shall be its Board of Directors. Each Member shall be entitled to one (1) Director, who shall have one (1) vote.

Section 2. Each Member shall also be entitled to one alternate Director who shall be entitled to attend meetings of the Board and who may vote in the absence of the Member's Director.

Section 3. The Corporate Authorities of each Member shall appoint Directors and alternate Directors. In order for GISCon to develop data processing and management information systems of maximum value to Member Governmental Units, the Members shall appoint, as their Directors and alternates, a chief administrative officer, a department head and employees with significant management responsibility and experience. Directors and alternates shall serve without compensation from GISCon.

Section 4. A vacancy shall immediately occur in the office of any Director upon his resignation, death or ceasing to be an employee of the Member.

#### V. Powers and Duties of the Board

Section 1. The powers and duties of the Board shall include the powers set forth in this

Article.

Section 2. It shall take such action, as it deems necessary and appropriate to accomplish the general purposes of the organization in negotiating with a Service Provider to determine annual rates and usage levels for the members and other ancillary powers to administer GISCon.

Section 3. It may establish and collect membership dues.

Section 4. It may establish and collect charges for its services to Members and to others.

Section 5. It may exercise any other power necessary and incidental to the implementation of its powers and duties.

## VI. Officers

Section 1. The officers of the Board shall consist of a President, a Vice-President, a Secretary and a Treasurer. Powers and duties are described in the By-Laws.

## VII. Financial Matters

Section 1. The fiscal year of GISCon shall be the calendar year.

Section 2. An annual budget for the next fiscal year shall be adopted by the Board at the annual meeting by December 31st of each year. Copies shall be provided to the chief administrative officer of each Member.

Section 3. The Board shall have authority to adjust cost sharing charges for all Members in an amount sufficient to provide the funds required by the budgets of GISCon.

Section 4. Billings for all charges shall be made by the Board and shall be due when rendered. Any Member whose charges have not been paid within 90 days after billing shall be in default and shall not be entitled to further voting privileges or to have its director hold any office on the Board and shall not use any GISCon facilities or programs until such time as such Member is no longer in default. Members in default shall be subject to the provisions within this Agreement. In the event that such charges have not been paid within 90 days of such billing, such defaulting Member shall be deemed to have given, on such 90<sup>th</sup> day, notice of withdrawal from membership. In the event of a bona fide dispute between the Member and the Board as to

the amount which is due and payable, the member shall nevertheless make such payment in order to preserve its status as a Member, but such payment may be made under protest and without prejudice to its right to dispute the amount of the charge and to pursue any legal remedies available to it. Withdrawal shall not relieve any such Member from its financial obligations as set forth in this Agreement.

Section 5. Nothing contained in this Agreement shall prevent the Board from charging nonmembers for services rendered by GISCon, on such basis, as the Board shall deem appropriate.

Section 6. It is anticipated that certain Members may be in a position to extend special financial assistance to GISCon in the form of grants. The Board may credit any such grants against any charges, which the granting Member would otherwise have to pay. The Board may also enter into an agreement, as a condition to any such grant, that it will credit all or a portion of such grant towards charges, which have been made or in the future may be made against one or more specified Members.

Section 7. The Board, in accordance with procedures established in the By-Laws may expend board funds. The Board must authorize all expenditures by simple majority.

## VIII. Termination of Membership

Section 1. Failure to enter into an agreement with the Service Provider within one (1) year of GISCon's designation of the Service Provider shall be cause for the termination of membership. A 30-day written notice will be given to a Member that fails to enter into an agreement with the Service Provider as provided in this Section. Upon the failure to enter into an agreement at the end of the thirty-day (30) notice period, its membership shall be terminated.

Section 2. Failure to enter into an agreement within thirty 30 days of expiration of the previous agreement with Service Provider shall result in membership termination.

Section 3. A member may be terminated for cause based on an affirmative vote of two-thirds (2/3) of the Board of Directors.

Section 4. Upon termination of any Member, the Member shall be responsible for:

- (a) All of its pro-rated share of any obligations;

- (b) Its share of all charges to the effective date of termination; and
- (c) Any contractual obligations it has separately incurred with GISCon or the Service Provider.

Section 5. A Member terminated from membership at a time when such termination does not result in dissolution of GISCon, shall forfeit its claim to any assets of GISCon. Any terminated Member shall be subject to the provisions described elsewhere in this agreement.

## IX. Withdrawal

Section 1. Any Member may at any time give written notice of withdrawal from GISCon. The nonpayment of charges as set forth in this Agreement or the refusal or declination of any member to be bound by any obligation to GISCon shall constitute written notice of withdrawal.

- (a) Actual withdrawal shall not take effect for a period of six (6) months from the date of such notification.
- (b) Upon effective withdrawal the withdrawing member shall continue to be responsible for:
  - (i) All of its pro-rated share of any obligations;
  - (ii) Its share of all charges to the effective date of termination;
  - (iii) Any contractual obligations it has separately incurred with GISCon or the Service Provider(s).

Section 2. A Member withdrawing from membership at a time when such withdrawal does not result in dissolution of GISCon shall forfeit its claim to any assets of GISCon. Any Member that withdraws shall be subject to the provisions of this Agreement. In addition, any Member withdrawing shall promptly remove, at its own expense, any and all software, maps or other data that was not developed exclusively for the Member's benefit, except under terms as provided for elsewhere in this Agreement. The withdrawing Member shall, within thirty (30) days of withdrawal, file a certification with the Board, verifying compliance with this Section.

## X. Dissolution

Section 1. GISCon shall be dissolved whenever:

- (a) A sufficient number of Members withdraw from GISCon to reduce the total number of Members to less than two (2) or
- (b) By two-thirds (2/3) vote of all Directors.

Section 2. In the event of dissolution, the Board shall determine the procedures necessary to affect the dissolution and shall provide for the taking of such measures as promptly as circumstances permit subject to the provisions of this Agreement.

Section 3. Upon dissolution, after payment of all obligations the remaining assets of GISCon shall be distributed among the then existing Members in proportion to their contributions to GISCon during the entire period of such Member's membership, as determined by the Board. The computer software that GISCon developed for its membership shall be available to the Members, subject to such reasonable rules and regulations, as the Board shall determine.

Section 4. If, upon dissolution, there is an organizational deficit, such deficit shall be charged to and paid by the Members and Former Member in accordance with obligations as described in Article IX on a pro-rata basis, the pro-rata basis is calculated from the Members' contributions to GISCon during the two (2) years preceding the date of the vote to dissolve.

Section 5. In the event of dissolution the following provisions shall govern the distribution of computer software owned by GISCon:

- (a) All such software shall be an asset of GISCon.
- (b) A Member may use any software developed during its membership in accordance with this agreement, upon:
  - (i) Paying any unpaid sums due GISCon,
  - (ii) Paying the costs of taking such software, and
  - (iii) Complying with reasonable rules and regulations of the Board relating to the taking and use of such software. Such rules and regulations may include a reasonable time within which any Member must take such software.

## XI. General Conditions

Section 1. Notice. All notices hereunder shall be in writing, and shall be deemed given when delivered in person or by United States certified mail, with return receipt requested, and if mailed, with postage prepaid. All notices shall be addressed as follows:

If to GISCon:

President of GISCon

With a copy to the GISCon Secretary

If to Member:

Each party shall have the right to designate other addresses for service of notices, provided notice of change of address is duly given.

Section 2. The Parties certify that they are not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that they each have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

## XII. Duration

This agreement shall continue in effect indefinitely, until terminated in accordance with its terms or until GISCon is dissolved.

## XIII. Member Software Usage

Section 1. No Member or Former Member shall:

(a) Permit any other parties to use, modify, translate, reverse engineer, decompile,

- disassemble (except to the extent applicable laws specifically prohibit such restriction) or create derivative works based on the software;
- (b) Copy the software, unless part of normal backup procedures;
  - (c) Sell, rent, lease, license, give away or grant a security interest in or otherwise transfer rights to the software; or
  - (d) Remove any proprietary notices or labels on the software without written permission from the Board.

Section 2. In the event of default, withdrawal or termination of membership of a Member, that Member may use, under license granted by the Board, any software developed during its membership upon:

- (a) Paying to the Board any unpaid sums due GISCon and
- (b) Paying any reasonable costs established by the Board for licensing such software.

#### XIV. Service Provider

Section 1. For the purposes of this article, the Service Provider is defined as the Service Provider and Secondary Service Provider.

Section 2. The term of any Service Provider shall be as set forth in the Service Provider Agreement.

Section 3. The Board may at any time by a majority vote name a new Service Provider, whose term shall begin at such time as the Board may authorize.

Section 4. A Service Provider's term shall be renewed upon such terms as the Board may approve.

Section 5. The Board may terminate the services of a Service Provider at any time, subject only to the Service Provider agreement.

Section 6. The Board may enter into agreements with more than one Service Provider if it deems it appropriate to do so.

#### XV. Intellectual Property

Section 1. Members agree that no assignments, licenses, sales, authorization of reuse by others, giveaways, transfer or any other grant of Intellectual Property rights will be made to any third party without written permission from the Board.

Section 2. It is understood that this Agreement does not grant to any Member or any employees, partners or other business associates thereof, any rights in any Intellectual Property or any inherent protectable interests, except those specifically provided by this Agreement.

#### XVI. Execution of Agreement

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as GISCon and the Members or additional Members shall preserve undestroyed, shall together constitute but one and the same instrument.

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## EXHIBIT A

### INITIAL MEMBERSHIP DUES FORMULA

Membership Fee = Basis x Allocation

Where: Basis = \$20,000

Allocation = Calculated by Consortium for member based on size, density, and other considerations

#### Fee Illustration

Allocation	Membership Fee
0%	NA
20%	\$4,000
30%	\$6,000
40%	\$8,000
50%	\$10,000
60%	\$12,000
80%	\$16,000
90%	\$18,000
100%	\$20,000

**EXHIBIT B**

**GIS Consortium Service Provider Contract**

IN WITNESS WHEREOF, the undersigned have caused this Agreement for the Creation of a Geographic Information System Consortium to be executed in the Members respective name, and have caused this Agreement for the Creation of a Geographic Information System Consortium to be attested, all by their duly authorized officers and representatives, and have caused the Agreement for the Creation of a Geographic Information System Consortium to be dated this \_\_\_\_ day of, \_\_\_\_\_ 20\_\_.

\_\_\_\_\_ of \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Village/City Clerk

Seal

A-6E

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MEMORANDUM

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TO: Mark Franz, Village Manager *MF*  
FROM: Kevin Wachtel, Finance Director *KW*  
DATE: April 15, 2013  
RE: Benefit Protection Leave, a Public Works Employee

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**Background**

In 2006, a Public Works employee sustained a work related injury and was compensated via workers' compensation insurance. We did not notify IMRF at the time, so he missed one month of service credit. To correct the record and assure that he has proper uninterrupted service credit during his employment with the Village of Glen Ellyn, we must complete the benefit protection leave application form, which requires that the Village Board learn of the estimated costs of providing the coverage for the missed time period.

**Issues**

This employee was off of work due to this injury from July 19 to September 18, 2006. He missed one month of service credit (August), but received service credit in July and September due to the timing of Village pay dates. The estimated cost to the Village is \$579.61, which is 11% of his IMRF earnings for the 12 months preceding the absence. In this case, the average IMRF earnings for the prior 12 months was \$5,269.16.

Once this form is completed and submitted to IMRF, the employee will have the option of purchasing the missed month of service credit. If he chooses to do so, the Village will pay for the benefit protection leave as part of our annual contribution.

**Recommendation**

Approve the benefit protection leave for the Public Works Employee.

**Action Requested**

Approve the benefit protection leave for the Public Works employee at an estimated cost of \$579.61 for his absence during a work related injury from July 19 to September 18, 2006.

**Attachments**

A-6F

MEMORANDUM

**TO:** Mark Franz, Village Manager *[Signature]*

**FROM:** Julius Hansen, Public Works Director  
 Bob Minix, Professional Engineer *[Signature]*

**DATE:** April 15, 2013

**SUBJECT:** FY14 Concrete Spot Repair Program  
 Recommendation for Contract Award to Strada Construction



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

A bidding process is utilized to select the contractor for this annual program, rather than proposals, because the dollar amount of the work annually exceeds \$20,000, the work can be readily described using established specifications such as the IDOT Standard Specifications for Roadway and Bridge Construction, and concrete contractors are very familiar with the bidding process and readily capable of fulfilling the requirements for bidding such as providing bid bonds.

The Engineering Division prepared the specifications and contract documents for the proposed work that is managed by the PW Utilities Division. In developing this year's program specifications, particular emphasis was again placed on contractor responsiveness, as from time-to-time, we continue to experience some deficiencies in this aspect of the program due to contractor inability or reluctance to respond to our requests in a timely fashion. The FY14 program is configured to provide specific dates for transmittal of the list of restoration sites and for accomplishment of the needed repair work by the contractor. The development of a specific calendar of work dates will also aid staff in responding to resident requests for the timing of restorations.

In addition to firm deadline and liquidated damage provisions, this year's specifications again call for the contractor to provide the Village with a \$5,000 letter of credit at the start of the contract term. This liquid financial instrument should provide added incentive for adherence to the contract terms and specified work dates. The letter of credit will expire July 1, 2014, two months after the proposed end of the FY14 contract term.

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

The bidding package was mailed directly to nearly 50 potential contractors. The project legal notice was published in the Daily Herald on March 28, 2013. One other contractor picked up the bid request package in response to project advertising.

The bid opening occurred on April 11, 2013. Six bids were received, opened and read by Deputy Village Clerk Kristen Schrader. The bids are summarized below and a detailed bid tabulation is also enclosed herewith.

Contractor	Total Bid Cost
Strada Construction	\$48,039
Mondi Construction	\$48,575
Globe Construction	\$59,550
Frazier Concrete	\$88,450
Chadwick Contracting	\$92,190
D'Land Construction	\$137,000
Engineering Division Estimate	\$59,750

All the submitted bids were checked with no mathematical errors found.

The bids resolved into low and high groups reflecting a firm's assessment of their ability / costs to respond to the project specifications and desire for the work. Mondi Construction is the current contractor, Strada was the third low bidder last year and Globe was the fifth low bidder last year (of eight). Mondi's bid for this year's program is about 10% higher than their winning bid last year. Strada's bid this year is roughly 15% better than their previous bid. Globe's bid is also about 15% lower than last year's numbers.

Strada Construction has bid consistently on this project based on a review of the last five years of the concrete spot repair program, but this is the firm's first winning proposal. As with any unfamiliar firm, references provided in the submitted bid package were contacted to check on the performance of the low bidder. The firm is located in Addison with much of their project experience in the Chicago suburban area with references provided for five communities including Lombard, Bolingbrook, Hoffman Estates, Addison and Park Forest. Responses received in response to my inquiries were quite favorable. The consensus report is that the firm does high quality work, is fast and relatively neat. Business practices regarding invoicing, availability and responsiveness are good to average. Communications may be spotty at times, depending on which partner is contacted. In summary, Strada appears capable of performing the work as specified and is recommended for contract award.

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

At this time, the requested allocation for the work is \$45,000 based on the work load experienced in recent years (it is estimated that approximately \$40,000 will be expended for the FY13 program). If additional funds are required in the future based on increased restoration needs, a change order request will be executed and Board approval sought for the extra dollars.

Therefore, project funding for the FY14 Concrete Spot Repair Program would be as follows from the **FY14 Water and Sanitary Sewer Funds:**

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

Vendor information is:

Strada Construction  
1742 West Armitage Court  
Addison, IL 60101  
Phone: 630-627-3800  
Fax: 630-627-3819

The contract will run from May 1, 2013 to April 30, 2014.

cc: Kristen Schrader, Assistant to the Village Manager, Administration  
Dave Buckley, Assistant Public Works Director  
Bob Greenberg, Utilities Superintendent  
Patti Underhill, Administrative Services Coordinator

**FY14 CONCRETE SPOT REPAIR PROGRAM**

Village of Glen Ellyn

Bid Tabulation

Bid Opening: 11:00 AM - April 11, 2013

No.	Items	Quantity	Unit	G.E. Engineer's Estimate Glen Ellyn, IL		Strada Construction Addison, IL		Mondi Construction West Chicago, IL	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Removal and Replacement of Curb	350	LF	\$ 30.00	\$ 10,500.00	\$ 18.00	\$ 6,300.00	\$ 25.50	\$ 8,925.00
2	Removal and Replacement of Sidewalk	1,800	SF	\$ 8.00	\$ 14,400.00	\$ 6.98	\$ 12,564.00	\$ 6.50	\$ 11,700.00
3	Sidewalk Ramp Detectable Warnings	20	SF	\$ 30.00	\$ 600.00	\$ 15.00	\$ 300.00	\$ 50.00	\$ 1,000.00
4	Removal and Replacement of Driveway Approach	100	SY	\$ 75.00	\$ 7,500.00	\$ 65.25	\$ 6,525.00	\$ 76.00	\$ 7,600.00
5	Removal and Replacement of PCC Base Course, 7 Inch	300	SY	\$ 75.00	\$ 22,500.00	\$ 63.00	\$ 18,900.00	\$ 54.00	\$ 16,200.00
6	Removal and Replacement of PCC Pavement Surface, 8 Inch	50	SY	\$ 85.00	\$ 4,250.00	\$ 69.00	\$ 3,450.00	\$ 63.00	\$ 3,150.00
	<b>TOTAL BID</b>				\$ 59,750.00		\$ 48,039.00		\$ 48,575.00

No.	Items	Quantity	Unit	Globe Construction Addison, IL		Frazier Concrete Tinley Park, IL		Chadwick Contracting Lake in the Hills, IL		D'land Construction Bensemville, IL	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Removal and Replacement of Curb	350	LF	\$ 35.00	\$ 12,250.00	\$ 46.00	\$ 16,100.00	\$ 48.80	\$ 17,080.00	\$ 60.00	\$ 21,000.00
2	Removal and Replacement of Sidewalk	1,800	SF	\$ 8.50	\$ 15,300.00	\$ 12.25	\$ 22,050.00	\$ 11.70	\$ 21,060.00	\$ 25.00	\$ 45,000.00
3	Sidewalk Ramp Detectable Warnings	20	SF	\$ 30.00	\$ 600.00	\$ 25.00	\$ 500.00	\$ 40.00	\$ 800.00	\$ 50.00	\$ 1,000.00
4	Removal and Replacement of Driveway Approach	100	SY	\$ 64.00	\$ 6,400.00	\$ 92.00	\$ 9,200.00	\$ 87.50	\$ 8,750.00	\$ 125.00	\$ 12,500.00
5	Removal and Replacement of PCC Base Course, 7 Inch	300	SY	\$ 70.00	\$ 21,000.00	\$ 109.00	\$ 32,700.00	\$ 120.00	\$ 36,000.00	\$ 150.00	\$ 45,000.00
6	Removal and Replacement of PCC Pavement Surface, 8 Inch	50	SY	\$ 80.00	\$ 4,000.00	\$ 158.00	\$ 7,900.00	\$ 170.00	\$ 8,500.00	\$ 250.00	\$ 12,500.00
	<b>TOTAL BID</b>				\$ 59,550.00		\$ 88,450.00		\$ 92,190.00		\$ 137,000.00

A-66

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**MEMORANDUM**

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**TO:** Mark Franz, Village Manager ↗

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

**DATE:** April 15, 2013

**SUBJECT:** South Park Wastewater Lift Station License Agreement with  
College of DuPage



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The South Park Lift Station is located on the west side of Park Boulevard just north of College Drive and has been assigned an address of 580 South Park. The facility receives wastewater from sanitary sewers that originate near Park and Butterfield – including Glenbard South High School and the Arden Courts health care facility – and conveys it to the Village system farther to the north. When the station was constructed in the early 1970's, plans indicate that the station pumping equipment and piping were placed just to the west of the public right-of-way on College of DuPage (COD) property. A 20' x 30' easement for the lift station was drafted at the time, but apparently never executed and recorded by the parties.

Over the past seven years the discussion of easements on COD property has waxed and waned, including developing an easement for the South Park Lift Station. As an outgrowth from the current agreement between the Village and COD brokered by the County, a licensing arrangement for the South Park Lift Station has been developed by the Village Attorney's office. The License Agreement establishes the rights and responsibilities of each party for the continued use of the lift station at its current location. The License area is 20' x 60' to allow space for additional features at the station including a standby electric generator when the current pumping facilities are replaced and upgraded.

The requested approval of the License Agreement is in the form of an ordinance in order to definitively document the action. Following Village Board approval and the signature of the Village President, the License Agreement will be transmitted to COD for their approval.

cc: Kristen Schrader, Assistant to the Village Manager, Administration  
Bob Greenberg, Utilities Superintendent  
Patti Underhill, Administrative Services Coordinator  
Stewart Diamond, Village Attorney

enc. Form of Ordinance  
License Agreement

**Village of Glen Ellyn**

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**Ordinance No. \_\_\_\_\_**

**An Ordinance Approving a License Agreement with the College of DuPage for the  
Construction, Repair, Replacement, Removal, Maintenance and Operation of the  
South Park Lift Station Located at 580 South Park Boulevard  
Glen Ellyn, IL 60137**

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**Adopted by the  
President and Board of Trustees  
Of the Village of Glen Ellyn,  
DuPage County, Illinois**

**this \_\_\_\_\_ day of \_\_\_\_\_, 2013.**

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Published in pamphlet form by the authority of the  
President and Board of Trustees of the  
Village of Glen Ellyn, DuPage County, Illinois 60137

this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Ordinance No. \_\_\_\_\_

**An Ordinance Approving a License Agreement with the College of DuPage for the Construction, Repair, Replacement, Removal, Maintenance and Operation of the South Park Lift Station Located at 580 South Park Boulevard  
Glen Ellyn, IL 60137**

Whereas, the College of DuPage (“Licensor”) owns property on the west side of South Park Boulevard, Glen Ellyn, IL with a Property Identification Number of 05-26-100-015; and

Whereas, the Village of Glen Ellyn (“Licensee”) owns and maintains a wastewater lift station and appurtenances located at 580 South Park Boulevard on a portion of Licensor property; and

Whereas, both parties are amenable to continue operations of the South Park Lift Station at its current location; and

Whereas, a License Agreement has been developed describing the rights and responsibilities of the Licensor and Licensee regarding the operation, repair, replacement, use, removal and maintenance of the South Park Lift Station on the Licensor property.

**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 Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

**Section Two:** The License Agreement is attached hereto as Exhibit “A”.

**Section Three:** The Village President is hereby authorized to sign the License Agreement.

**Section Four:** The Village Clerk is hereby authorized to cause this Ordinance and License Agreement to be recorded with the Recorder of Deeds of DuPage County.

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

**Passed** by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**Ayes:**

**Nays:**

**Absent:**

**Approved** by the Village President of the Village of Glen Ellyn, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Village President of the Village  
of Glen Ellyn, Illinois

**Attest:**

\_\_\_\_\_  
Village Clerk of the Village  
of Glen Ellyn, Illinois

(Published in pamphlet form and posted on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .)

*This instrument prepared by,  
and after recording return to:*

*Stewart H. Diamond, Esq  
ANCEL, GLINK, DIAMOND, BUSH,  
DICIANNI, KRAFTHFER, P.C.  
140 S. Dearborn, 6<sup>th</sup> Floor  
Chicago, IL 60603*

ABOVE SPACE FOR RECORDER'S USE ONLY

### **LICENSE AGREEMENT**

This LICENSE AGREEMENT (hereinafter referred to as the "License Agreement") made by and between the COLLEGE OF DUPAGE, an Illinois body politic, organized and existing under the laws of the State of Illinois (hereinafter referred to as the "Licensor"), and the VILLAGE OF GLEN ELLYN, an Illinois municipal corporation, organized and existing under the laws of the State of Illinois, (hereinafter referred to as the "Licensee").

### **WITNESSETH:**

WHEREAS, Licensor owns certain real estate at its Campus adjacent to public right-of-way situated along Park Boulevard, Glen Ellyn, Illinois and legally described on **Exhibit B** attached hereto (hereinafter referred to as the "Licensed Real Estate");

WHEREAS, Licensee has operated a sanitary lift station on a portion of the Licensed Real Estate and may choose to add an electrical generator in the future (hereinafter referred to as the "Improvements");

WHEREAS, Licensee desires to continue the operation of said Improvements on the Licensed Real Estate and Licensor is amenable to permitting Licensee to utilize the Licensed

Real Estate for the purposes contemplated herein by virtue of a license herein granted by Licensor to Licensee; and

NOW, THEREFORE, for and in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. RECITALS: The recitals are hereby incorporated by this reference.
2. GRANT OF LICENSE: Licensor hereby grants to Licensee a license, authority, permission, right, and privilege (hereinafter referred to as the "License") to operate, repair, replace, use, remove, and maintain the Improvements on the Licensed Real Estate. The Licensee shall pay any and all costs associated with and attributed to the operation, installation, repair, replacement, use, removal, and maintenance of the Improvements on the Licensed Real Estate.
3. MAINTENANCE: Prior to undertaking any material repair, replacement, or maintenance of the Licensed Real Estate, Licensee shall give written notice to the Licensor of its intent to go upon the Licensed Real Estate and shall coordinate said activities with Licensor's personnel. In the event of an emergency, Licensee shall provide notice thereof to the Licensor within twenty-four (24) hours of the occurrence of the event creating the subject emergency.
4. CONSTRUCTION, REPAIR, REPLACEMENT, REMOVAL, MAINTENANCE, AND OPERATION:
  - (a) All work performed on the Licensed Real Estate by Licensee in connection with the operation, construction, repair, replacement, removal, or maintenance of the Improvements shall be done in accordance with the customary and normal standards in the industry.
  - (b) Prior to the commencement of any material work in connection with the repair, replacement, removal, or maintenance of the Improvements on the Licensed Real Estate,

Licensee shall submit to Licensor plans setting out the method and manner of undertaking the subject work, if any, required to protect Licensor's property, and shall not proceed with the work until such plans have been approved by Licensor, provided that such approval shall not be unreasonably withheld or delayed.

5. NOTICE OF COMMENCEMENT OF WORK: If an emergency should arise requiring immediate attention and entry upon the Licensed Real Estate, Licensee shall provide as much notice as practicable to Licensor before commencing any work. All such work shall be performed diligently to completion. Licensee shall notify Licensor of the completion of any work undertaken on the Licensed Real Estate.

6. REMOVAL OF IMPROVEMENTS:

All the terms, conditions, and stipulations herein expressed with reference to the Improvements on the Licensed Real Estate shall, so long as the Improvements remain on the Location, apply to the Licensed Real Estate as modified, repaired, replaced, or removed within the contemplation of this Paragraph. Upon Licensee's option to terminate as set forth in Paragraph 12 herein, Licensee shall remove any and all Improvements from the Licensed Real Estate, and within 45 days of the termination of this Agreement, Licensee shall restore the Licensed Real Estate to the condition existing prior to Licensee's installation of the Improvements, unless mutually agreed otherwise by the parties.

7. NO INTERFERENCE WITH LICENSEE'S OPERATION: Licensor's operations on the Licensed Real Estate and all parts thereof within and outside the limits of the Licensed Real Estate shall be conducted at all times in such manner as to cause no undue delay or unreasonable interference with the constant, continuous, and uninterrupted use of the Licensed Real Estate by Licensee as contemplated by this License.

8. CLAIMS AND LIENS FOR LABOR AND MATERIAL:

The Licensee shall fully pay for all materials affixed to and labor performed upon the Licensed Real Estate in connection with the operation, construction, repair, replacement, removal, maintenance, modification, or reconstruction of the Improvements on the Licensed Real Estate and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Licensed Real Estate for any work done or materials furnished thereon at the instance or request on behalf of such party. The Licensee shall fully indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs, and expenses including Licensor's attorneys' fees and court costs of whatsoever nature in any way connected with or arising out of such work done, labor performed, or materials furnished. The terms of this Section 8 shall survive termination of this Agreement.

9. INDEMNITY:

(a) As used in this Paragraph, "Licensor," includes Licensor's trustees, officers, directors, agents, volunteers, invitees, and employees. The term, "Loss," includes all losses, damages, claims, demands, actions, causes of action, penalties, costs, and expenses of any nature whatsoever, including attorneys' fees, expert fees and court costs, which Licensor incurs and which may result from: (1) injury to or death of any persons whomsoever (including but not limited to the trustees, officers, directors, agents, volunteers, invitees, and employees of Licensor and Licensee), (2) damage to or loss or destruction of any property whatsoever (including Licensor's property, equipment, or other property of Licensor or property in Licensor's care or custody), except to the extent that any such Loss is caused by the gross negligence or willful acts of Licensor, or its contractors and/or agents, and/or (3) Licensee's performance of failure to perform the terms of this Agreement.

(b) Licensee shall fully indemnify and hold harmless Licensor from any Loss which to any extent is due to or arises from:

(1) the performance of any work contemplated by this License Agreement, including the installation, construction, repair, replacement, removal, maintenance, or reconstruction, of Improvements upon the Licensed Real Estate by Licensee or any part thereof; or

(2) the presence, operation, or use of the License.

(c) The terms of this Section 9 shall survive termination of this License Agreement.

10. WAIVER OF BREACH: The waiver by either party of the other party's breach of any condition, covenant, or agreement contained herein shall in no way limit or restrict the right of the non-breaching party to avail itself of any remedy for any prior or subsequent breach hereof.

11. DUTY OF CARE: Throughout the term of the License, each party agrees to exercise reasonable prudence and care and caution for the protection of the property of the other party and for the safety of any and all persons present upon the Licensed Real Estate.

12. TERM OF AGREEMENT: This License shall commence when it is executed by both parties. The License shall continue until such time that Licensee determines in its sole discretion that it no longer needs to operate the Improvements on the Licensed Real Estate at which time Licensee shall provide written notice of termination to Licensor.

13. NOTICES: Any and all notices required or permitted hereunder shall be given in writing and shall be forwarded by facsimile or mailed by certified United States mail, return receipt requested or delivered by overnight courier to the parties hereto as follows:

If to Licensor: President Robert Breuder  
College of DuPage  
425 Fawell Boulevard  
Glen Ellyn, Illinois 60137  
630-942-2800

And a copy to: Kenneth M. Florey  
Robbins Schwartz, Nicholas, Lifton & Taylor, Ltd.  
55 East West Monroe Street, #800  
Chicago, Illinois 60603  
312-332-7760  
312-332-7768 (FAX)

If to Licensee: Mark Franz, Village Manager  
VILLAGE OF GLEN ELLYN  
535 Duane Street  
Glen Ellyn, Illinois 60137  
630-469-5000  
630-469-8849 (FAX)

And a copy to: Stewart H. Diamond  
Ancel, Glink, Diamond, Bush,  
DiCianni & Krafthefer, P.C.  
140 S. Dearborn, 6<sup>th</sup> Floor  
Chicago, Illinois 60603  
312-782-7606  
312-782-0943 (FAX)

Any and all notices shall be effective upon receipt.

14. APPLICABLE LAW: This License shall be construed in accordance with the laws of the State of Illinois.

15. PRIOR AGREEMENTS: This License shall supersede any and all prior agreements, whether written or oral, between the parties hereto and may only be amended by

written instrument executed by both Licensor and Licensee or their authorized agents in connection with the Licensed Real Estate and the License herein granted to Licensee.

16. SUCCESSORS AND ASSIGNS: This License shall be binding upon the parties hereto and their respective successors and assigns provided, however, that neither party hereto shall assign any interest herein or hereunder without such prior written consent and approval of the other party first had and any such assignment, without said prior written consent, shall be null and void and absolutely of no force or effect. The foregoing notwithstanding, no prior consent shall be required if this License is assigned by operation of law to an affiliate of the assignor or to an entity which acquires all or substantially all of the sewer utility assets of the assignor.

IN WITNESS WHEREOF, Licensor and Licensee have caused this License to become effective on the day and year last executed by the Parties hereto.

**LICENSOR:  
COLLEGE OF DUPAGE**

**LICENSEE:  
VILLAGE OF GLEN ELLYN**

By: \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF ILLINOIS        )  
                                  )        SS.  
COUNTY OF DUPAGE        )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, the President and Clerk of the Village of Glen Ellyn, an Illinois municipal corporation, organized and existing under the laws of the State of Illinois (the "Village"), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Clerk appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)

STATE OF ILLINOIS        )  
                                  )        SS.  
COUNTY OF DUPAGE        )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_ of the College of DuPage, an Illinois body politic, organized and existing under the laws of the State of Illinois (the "College"), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_ appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the College, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)

**EXHIBIT B**  
**(LEGAL DESCRIPTION OF THE LICENSED REAL ESTATE)**

Description of Easement for 20' x 60' Area

That part of the northwest quarter of Section 26, Township 39 North, Range 10 East of the Third Principal Meridian, described as follows: Commencing at the northeast corner of Lot 45 of the FIRST ADDITION TO AHLSTRAND'S ARBORETUM ESTATES, as shown by a plat of survey recorded in the office of the County Recorder of DuPage Count, Illinois, said northeast corner of said lot 45 being on the west line of Park Boulevard; thence North  $14^{\circ}-36'-25''$  East along said west line of Park Boulevard as monumented (bearing as shown on the Preliminary Plat of Subdivision for the College of DuPage Subdivision ) for a distance of 290.00 feet to the place of beginning; thence North  $75^{\circ}-23'-35''$  West, for a distance of 20.00 feet; thence North  $14^{\circ}-36'-25''$  East for a distance of 60.00 feet; thence South  $75^{\circ}-23'-35''$  East for a distance of 20.00 feet; thence South  $14^{\circ}-36'-25''$  West for a distance of 60 feet, to the place of beginning.

A-6H

**MEMORANDUM**

**TO:** Mark Franz, Village Manager *MF*

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

**DATE:** April 16, 2013

**SUBJECT:** Lake Ellyn Outlet Channel Streambank Stabilization Project –  
Acceptance of Easements from 717 Riford and 725 Riford  
Property Owners



The purpose of this memorandum is to convey for Village Board approval easement agreements brokered with two residents on whose property the outfall channel from the Lake Ellyn area storm sewers lies. The easements establish rights of access and parameters for construction and maintenance of improvements to protect the open channel from erosion. In the fall of 2012, a project was completed that installed permanent erosion protection measures.

**CONSTRUCTION PROJECT OVERVIEW**

The **Lake Ellyn Outlet Channel Streambank Stabilization Project** improved the conveyance channel between the outlet of the Village storm sewer that drains Lake Ellyn and downstream systems along Oak and Essex into Perry's Pond and ultimately the East Branch of the DuPage River. Prior to the project, the channel was in poor condition featuring makeshift and deteriorating protection measures in an overgrown environment. The channel side slopes were protected against further erosion using a naturalized approach consisting of erosion control blanket, rock rolls, coir fiber rolls and supplemented with block retaining walls. Channel improvements were performed on private property at 717 and 725 Riford Road. The entire area was cleared as a result of a project team field decision and extensive suitable plantings replaced the existing vegetation.



*Lake Ellyn Outlet Channel After Construction*

**EASEMENTS**

Currently there is no recorded easement or any kind of written agreement that governs the use and upkeep of the conveyance channel. The majority of the channel footprint is on the 725 Riford Road (Sinopoli) property with only a relatively small section of the 717 Riford Road (Hintz) property

involved. The basic form of the easement was developed during extended negotiations with the Sinopoli's and included the input and participation of the Village Manager and Village Attorney.

A key element in the Sinopoli easement document was the desire of the property owners to restrict / control the amount of water flowing through the channel. After significant discussion and negotiation, it was agreed that the easement for the channel would not contain any specific flow restrictions or demands except if the channel flow damages the Sinopoli property or we fail to maintain the channel. If those circumstances do occur, then the property owner can demand a maximum flow of 37 cubic feet per second from the Lake Ellyn outlet control structure. It should be noted that the basic channel hydraulics should handle in excess of 200 cubic feet per second and the proposed rehabilitation and stabilization measures should be able to withstand the anticipated velocities during high flow events.

The Hintz easement document was modeled after the Sinopoli easement, but does not contain any flow restriction language.

Two ordinances have been prepared (copies enclosed) for action by the Village Board to accept the easements.

### COSTS

In July 2012 the Village Board approved a negotiated payment to the Sinopoli's for \$59,000 for the easement and this amount has been paid. The Hintz's will be reimbursed in the amount of \$3,000 for replacement of some minor yard items damaged during construction as well as for replacement and enhancement of screening plants in their yard. The payment to the Hintz's will be accomplished before the end of the fiscal year.

cc: Jeff Perrigo, Civil Engineer  
Patti Underhill, Acting Village Clerk

**Village of Glen Ellyn**

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**Ordinance No. \_\_\_\_\_**

**An Ordinance Accepting a Permanent Drainage and Natural Area Easement on  
Property Commonly Known as 717 Riford Road  
Glen Ellyn, IL 60137**

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**Adopted by the  
President and Board of Trustees  
Of the Village of Glen Ellyn,  
DuPage County, Illinois**

**this \_\_\_\_\_ day of \_\_\_\_\_, 2013.**

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Published in pamphlet form by the authority of the  
President and Board of Trustees of the  
Village of Glen Ellyn, DuPage County, Illinois 60137

this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Ordinance No. \_\_\_\_\_

**An Ordinance Accepting a Permanent Drainage and Natural Area Easement on  
Property Commonly Known as 717 Riford Road  
Glen Ellyn, IL 60137**

**Whereas**, Jeffrey and Laura Hintz (“Grantor”) are owners of property commonly known as 717 Riford Road, Glen Ellyn, Illinois 60137 and described as follows:

LOT 6 AND THE NORTH 5 FEET OF LOT 7 IN BLOCK 1 IN APOLLO SPRINGS AMENDED SUBDIVISION, BEING A SUBDIVISION IN SECTIONS 11 AND 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 8, 1924 AS DOCUMENT 181125, IN DUPAGE COUNTY, ILLINOIS

P.I.N. 05-11-209-011

**Whereas**, the Village of Glen Ellyn (“Grantee”) owns and maintains storm sewers that convey collected stormwater from various locations within the Village (including Lake Ellyn) to the East Branch of the DuPage River via Perry’s Pond; and

**Whereas**, an existing open channel conveys the stormwater from the outlet of the Lake Ellyn area storm sewer system to Perry’s Pond; and

**Whereas**, the outlet channel is located partially on property owned by Grantor; and

**Whereas**, it is deemed in the best interests of the Village to rehabilitate the outlet channel and formally assume ongoing maintenance of the facility; and

**Whereas**, the 2012 Lake Ellyn Outlet Streambank Stabilization Project constructed various improvements to repair and restore the outlet channel slopes using a naturalized cross-section; and

**Whereas**, a Permanent Drainage and Natural Area Easement document (Easement) has been developed describing the rights and responsibilities of the Grantor and Grantee for the use of a portion of the 717 Riford Road property as a naturalized drainage conveyance channel.

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 Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

**Section Two:** The Permanent Drainage and Natural Area Easement for 717 Riford Road, Glen Ellyn, IL is attached hereto as Exhibit "A".

**Section Three:** The Village of Glen Ellyn as Grantee accepts the Easement from Grantor.

**Section Four:** The Village Clerk is hereby authorized to cause this Ordinance and Easement to be recorded with the Recorder of Deeds of DuPage County.

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

**Passed** by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**Ayes:**

**Nays:**

**Absent:**

**Approved** by the Village President of the Village of Glen Ellyn, Illinois, this \_\_\_\_\_ day  
of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Village President of the Village  
of Glen Ellyn, Illinois

**Attest:**

\_\_\_\_\_  
Village Clerk of the Village  
of Glen Ellyn, Illinois

(Published in pamphlet form and posted on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .)

X:\Publicwks\ENGINEER\Resolutions and Ordinances\717 Riford Drainage and Natural Area Easement.doc

Name(s):  
Jeffrey and Laura Hintz

Address:  
717 Riford Road  
Glen Ellyn, IL 60137

County:  
DuPage

Index No. / Nos.:  
05-11-209-011

Project:  
Lake Ellyn Outlet Streambank Stabilization

*This space reserved for Recorder's use only.*

**PERMANENT DRAINAGE AND NATURAL AREA EASEMENT**

THE UNDERSIGNED owner(s), Jeffrey and Laura Hintz (hereinafter "Grantor") for good and valuable consideration, the receipt of which is hereby acknowledged, grants and conveys to the Village of Glen Ellyn ("Grantee"), an Illinois municipal corporation organized and existing under the laws of the State of Illinois, and its guests and invitees, this permanent, exclusive easement, together with the right of access thereto, in, on, upon, under and across the land hereinafter specifically described for the purpose of ingress and egress and for installation, maintenance, and reconstruction of outlet channel and streambank stabilization facilities.

The legal description of this property is the real estate located within the Village of Glen Ellyn, the County of DuPage, and the State of Illinois with the property address of 717 Riford Road, Glen Ellyn, Illinois 60137 and Permanent Index Number of 05-11-209-011 as follows:

LOT 6 AND THE NORTH 5 FEET OF LOT 7 IN BLOCK 1 IN APOLLO SPRINGS AMENDED SUBDIVISION, BEING A SUBDIVISION IN SECTIONS 11 AND 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 8, 1924 AS DOCUMENT 181125, IN DUPAGE COUNTY, ILLINOIS

The permanent easement so granted is legally described in the Plat of Easement attached hereto.

It is covenanted and agreed between the Grantor and the Grantee as follows:

1. Grant. Grantor hereby reserves and grants to the Village of Glen Ellyn an exclusive easement for purposes of installing and maintaining adequate stormwater conveyance facilities and providing a stormwater management and "natural" area with native vegetation and other improvements, together with reasonable access thereto. Said easements shall be

perpetual and shall run with the land and shall be binding upon Grantor, its successors, heirs, executors and assigns. Grantor declares that the easement premises shall hereinafter be held, transferred, sold, conveyed, used and occupied subject to the following terms and conditions, which terms and conditions, taken together, shall constitute said DRAINAGE AND NATURAL AREA EASEMENT.

- a) Grantor shall have and retain all rights to the use and occupation of said easement premises, except as herein expressly granted and provided; and such use and occupation by Grantor shall not be unnecessarily interfered with by any work performed under this grant of easement.
  - b) Grantee shall be permitted at all reasonable times to inspect the easement premises and to enter upon the easement premises to insure that the terms of this easement are being fulfilled and to perform maintenance and rehabilitation work. Grantee shall at all times maintain the stormwater facilities and "natural" areas within the easement premises in good working order and viable condition in accordance with the plans and specifications referenced in paragraph 2 below, and compliant with all applicable Village of Glen Ellyn codes. Grantee shall take all necessary steps to prevent erosion, damage or deterioration of any portion of the easement premises or the property at 717 Riford Road, and shall make prompt repairs of the easement premises or the property at 717 Riford Road if erosion, damage or deterioration occurs.
  - c) Grantor shall not disturb, remove or destroy any trees, shrubs, bushes, saplings, plants, vegetation, landscaping or erosion control devices on the easement premises. Grantor shall not otherwise change the character of the proposed native vegetation.
  - d) To ensure the integrity of the stormwater conveyance facilities and "natural" areas, no obstruction shall be placed, nor alterations made, including alterations in the final topographical grading plan which in any manner impede or diminish stormwater drainage in, over, under, through or upon said easement areas.
  - e) If it is determined by the Grantor that alterations to the stormwater facilities and/or "natural" areas within the easement premises are required for reasonable use and occupation of the property and do not adversely impact stormwater conveyance and erosion protection facilities, Grantee shall be notified by the Grantor of said proposed alteration. No such alteration shall take place without the prior written approval of Grantee. Grantee may, at its direction, require the submittal of designs, calculations, plans and specifications for approval before said alteration may take place.
  - f) Grantee, its assignees or agents, shall take no actions that may unreasonably interfere with or infringe upon Grantor's normal use, occupancy and enjoyment of the property and residence at 717 Riford Road, Glen Ellyn, Illinois.
2. Project. Grantee will utilize the easement premises for the rehabilitation and ongoing normal maintenance of a stormwater discharge channel in accordance with the Lake Ellyn Outlet Streambank Stabilization Project plans and specifications prepared by Burns & McDonnell Engineers dated (Approved) June 21, 2012 ("Plans"), copies of which are available at the

Glen Ellyn Public Works Department, 30 South Lambert Road, Glen Ellyn, IL. Said construction and normal maintenance work shall be done in a good and prompt workmanlike manner and the expense thereof assumed by Grantee.

3. Temporary Construction Easement. Grantor also grants to Grantee a temporary construction easement for the purposes of grading, material storage, construction staging and access by the Lake Ellyn Outlet Streambank Stabilization Project contractor during construction. The extent of the this temporary easement so granted is depicted by the line labeled "T/E" surrounding the outlet channel in Drawing C001 from the Plans or as established by mutual consent of the parties prior to the start of construction. At the conclusion of construction, the temporary easement area shall be returned to at least the same condition of cleanliness, grading and vegetation as existed at the time of first entry. This temporary easement shall run with the land and be binding not only upon Grantor but also upon its successors, heirs, devisees, lessees and assigns and all other successors and interests to the easement premises or any portion thereof and shall be in effect for a period of twelve months from the date of execution or start of construction operations, whichever occurs first.
4. Remedies. In the event of violation of any covenant or restriction herein, either party may, upon seventy-two (72) hours prior written notice to the other party or its heirs, devisees, lessees or successors, or assignees, institute suit to enjoin or abate such violation and to require the restoration of the easement premises to its prior condition. Such work may include, but not be limited to any maintenance work to or upon the stormwater facilities and "natural" areas, to remove obstructions or alterations, or to perform other maintenance, repair, alteration or replacement as may reasonably be necessary to ensure compliance with all conditions and restrictions herein and that adequate stormwater drainage, "natural" areas and appurtenances thereto remain fully operational and compliant with all applicable codes. The parties shall have available all legal and equitable remedies to enforce the obligations hereunder against one another, its successors or assignees, and in the event either party is found to have violated any of its obligations, the offending party shall bear the costs and expenses incurred in performing corrective work in connection therewith, including reasonable construction, engineering, consulting, court costs and attorneys' fees related to the planning and actual performance of the work. In addition, the area disturbed by the said maintenance operations, shall be re-planted with the same plantings as specified in the Plans. In the event of an emergency situation as determined by the Village of Glen Ellyn, Grantee shall have the right to proceed without notice to Grantor, but the Grantee shall immediately make efforts to notify the Grantor.
5. Liens. Grantee shall not permit any lien to stand against the easement premises or against any property adjacent to the easement premises, or any improvements thereof for any labor or materials in connection with work of any character performed on the easement premises by the Grantee. In the event of any such lien attaching to the easement premises, or any property adjacent to the easement premises as a result of construction work authorized by Grantee or any improvements thereon, Grantee shall immediately have such lien released. All costs, expenses and fees incurred by Grantee in fulfilling its obligations under this Agreement shall be Grantee's alone, and Grantee shall hold Grantor harmless for any such costs, expenses or fees.

In the event Grantee is required to perform, or have performed on its behalf, any maintenance work or remedy due to the unauthorized disturbance, obstruction or alteration upon the stormwater facilities and/or "natural" areas by Grantor, the cost of such work shall, upon recordation of Notice of Lien with the Recorder of Deeds of DuPage County, Illinois, constitute a lien against the assets of the property owner.

6. Payment. Grantor, without limiting the interest above granted and conveyed, does hereby acknowledge that upon payment of good and valuable consideration, all claims arising out of the above acquisition have been settled, including any diminution in value to Grantor's property caused by the construction, rehabilitation and maintenance of the streambank stabilization project. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantor's property.
7. Indemnification. Grantee shall indemnify and defend the Grantor against any and all claims, costs, causes, including attorney's fees, on account of personal injuries or death or damages to Grantor property occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this easement or the use of the property by the Grantee. The Grantor shall promptly report to the Grantee any such claim, cost or causes of action. The Grantee will furnish to the Grantor a defense or may at its option, approve attorneys selected by the Grantor. The parties intend that this obligation of the Grantee shall be contractual in nature and shall activate the provisions of any contractual liability insurance policy purchased by the Grantee.
8. Successors and Assigns. This easement shall run with the land and be binding not only upon Grantor but also upon its successors, heirs, devisees, lessees, and assigns and all other successors and interests to the easement premises or any portion thereof and shall continue as a servitude running in perpetuity with the land and shall survive any termination of the Grantor's existence. All rights herein granted to Grantee and Grantor shall run for the benefit of and may be exercised by its successors, assigns, devisees, and duly authorized officers, representatives or agents.
9. Notices. All notices or other communications given pursuant to this easement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed, or two days after deposit in the U. S. Mail, if sent prepaid by United States registered or certified mail, return receipt requested, addressed as follows:

If to Grantor:

To the mailing address listed on Page 1 or to any subsequent address which the Grantor in writing requests that the Village use for serving notices.

If to Grantee:

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

10. Interpretation. This Agreement has been prepared in accordance with the laws of the State of Illinois, and shall be governed pursuant thereto in every respect. Venue for any dispute shall be in DuPage County, Illinois.

11. Enforceability. If any provision of or part of this Agreement, or application thereto to any person or circumstance shall, to any extent, be invalid or unenforceable, each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. Exculpation. The covenants contained herein are not intended to be personal obligations of the parties hereto, but rather are intended to be the obligations of the party owning the respective properties during such party's ownership thereof. At such time as the party is no longer the owner of the properties covered by this Easement, such party shall have no further liability for any acts or omissions which occur thereafter.

13. Recording. Grantee shall signify its acceptance of this grant and easement by the recording thereof. This Easement shall be recorded with the Recorder of Deeds, DuPage County, Illinois.

WITNESS OUR HANDS and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

STATE OF ILLINOIS     )  
  )  
COUNTY OF DUPAGE    )

SUBSCRIBED AND SEALED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

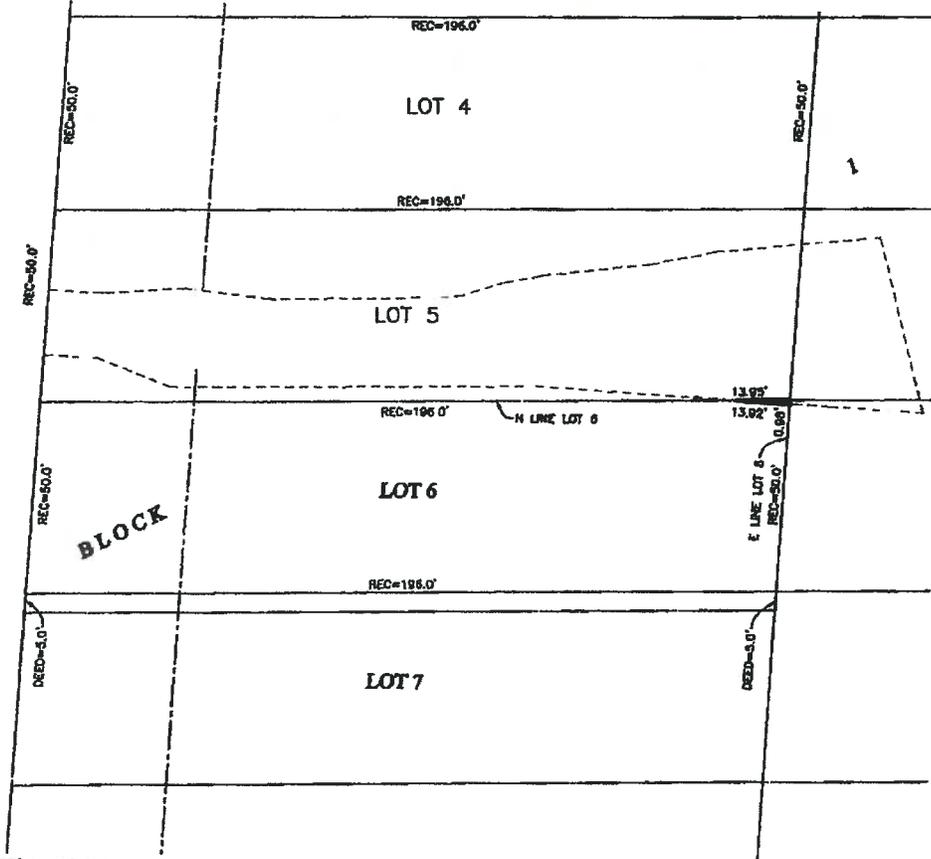
\_\_\_\_\_  
Notary Public

(SEAL)

# PLAT OF EASEMENT

PART OF LOT 6 AND THE NORTH 5 FEET OF LOT 7 IN BLOCK 1 IN APOLLO SPRINGS AMENDED SUBDIVISION, BEING A SUBDIVISION IN SECTIONS 11 AND 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 8, 1924 AS DOCUMENT NUMBER 181125, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6; THENCE SOUTH ALONG THE EAST LINE THEREOF, 0.98 FEET; THENCE NORTH-WESTERLY 13.92 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 13.95 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE EAST ALONG SAID NORTH LINE, 13.95 FEET TO THE POINT OF BEGINNING.

**RIFORD ROAD**  
(66' ROW)



**OWNER'S CERTIFICATE**

STATE OF ILLINOIS )  
                          ) S.S.  
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT \_\_\_\_\_ IS THE OWNER OF THE PARCEL DESCRIBED ON THE ANNEXED PLAT, AND THAT NO OTHER ENTITY HAS ANY RIGHT, TITLE OR INTEREST IN SAID PROPERTY, AND THAT THEY HAVE GRANTED THE EASEMENT AS INDICATED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2012

BY: \_\_\_\_\_

TITLE \_\_\_\_\_

**NOTARY PUBLIC CERTIFICATE**

STATE OF ILLINOIS )  
                          ) S.S.  
COUNTY OF DUPAGE)

I, \_\_\_\_\_ A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO

HEREBY CERTIFY THAT \_\_\_\_\_ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT APPEARED BEFORE ME ON THIS DAY IN PERSON AND DELIVERED THE ANNEXED PLAT AS THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2012

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_



**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS )  
                          ) S.S.  
COUNTY OF McHENRY)

THIS IS TO CERTIFY THAT I, CHAD HOWARD, HAVE PREPARED THIS PLAT OF EASEMENT, AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF SAID EASEMENT. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT WOODSTOCK, ILLINOIS,

THIS 12<sup>th</sup> DAY OF JULY A.D., 2012

BY: [Signature]

ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 3567  
LICENSES EXPIRE NOVEMBER 30, 2012.  
PROFESSIONAL DESIGN FIRM 184.008160

© COPYRIGHT 2012



**MERIDIAN**  
Land Surveying Co.  
2547 APPLEWOOD LANE  
WOODSTOCK, IL  
(815)861-3133

**717 RIFORD ROAD**  
GLEN ELLYN, IL

PROJECT NO. 12-018

DATE 07/08/12

SCALE 1" = 30'

DRAWN BY: CDH

CHECKED BY: CDH

PAGE

1

OF

4

**Village of Glen Ellyn**

---

**Ordinance No. \_\_\_\_\_**

**An Ordinance Accepting a Permanent Drainage and Natural Area Easement on  
Property Commonly Known as 725 Riford Road  
Glen Ellyn, IL 60137**

---

**Adopted by the  
President and Board of Trustees  
Of the Village of Glen Ellyn,  
DuPage County, Illinois**

**this \_\_\_\_\_ day of \_\_\_\_\_, 2013.**

---

Published in pamphlet form by the authority of the  
President and Board of Trustees of the  
Village of Glen Ellyn, DuPage County, Illinois 60137

this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Ordinance No. \_\_\_\_\_

**An Ordinance Accepting a Permanent Drainage and Natural Area Easement on  
Property Commonly Known as 725 Riford Road  
Glen Ellyn, IL 60137**

**Whereas**, Joseph and Patti Jo Sinopoli (“Grantor”) are owners of property commonly known as 725 Riford Road, Glen Ellyn, Illinois 60137 and described as follows:

LOTS 4 AND 5 IN BLOCK 1 IN APOLLO SPRINGS AMENDED  
SUBDIVISION, BEING A SUBDIVISION IN SECTIONS 11 AND 12,  
TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST  
8, 1924 AS DOCUMENT 181125, IN DUPAGE COUNTY, ILLINOIS

P.I.N. 05-11-209-019

**Whereas**, the Village of Glen Ellyn (“Grantee”) owns and maintains storm sewers that convey collected stormwater from various locations within the Village (including Lake Ellyn) to the East Branch of the DuPage River via Perry’s Pond; and

**Whereas**, an existing open channel conveys the stormwater from the outlet of the Lake Ellyn area storm sewer system to Perry’s Pond; and

**Whereas**, the outlet pipe structure and channel are located primarily on property owned by Grantor; and

**Whereas**, it is deemed in the best interests of the Village to rehabilitate the outlet channel and formally assume ongoing maintenance of the facility; and

**Whereas**, the 2012 Lake Ellyn Outlet Streambank Stabilization Project constructed various improvements to repair and restore the outlet channel slopes using a naturalized cross-section; and

**Whereas,** a Permanent Drainage and Natural Area Easement document (Easement) has been developed describing the rights and responsibilities of the Grantor and Grantee for the use of a portion of the 725 Riford Road property as a naturalized drainage conveyance channel.

**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 Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

**Section Two:** The Permanent Drainage and Natural Area Easement for 725 Riford Road, Glen Ellyn, IL is attached hereto as Exhibit "A".

**Section Three:** The Village of Glen Ellyn as Grantee accepts the Easement from Grantor.

**Section Four:** The Village Clerk is hereby authorized to cause this Ordinance and Easement to be recorded with the Recorder of Deeds of DuPage County.

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

**Passed** by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**Ayes:**

**Nays:**

**Absent:**

**Approved** by the Village President of the Village of Glen Ellyn, Illinois, this \_\_\_\_\_ day  
of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Village President of the Village  
of Glen Ellyn, Illinois

**Attest:**

\_\_\_\_\_  
Village Clerk of the Village  
of Glen Ellyn, Illinois

(Published in pamphlet form and posted on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.)

X:\Publicwks\ENGINEER\Resolutions and Ordinances\725 Riford Drainage and Natural Area Easement.doc



## EASEMENT AGREEMENT

WHEREAS, Joseph and Patti Jo Sinopoli ("Grantor") have agreed to make a permanent drainage and natural easement area grant to the Village of Glen Ellyn ("Grantee"); and

WHEREAS, the terms of that Easement Agreement have been negotiated by the parties;

NOW, THEREFORE, IS IT AGREED between Grantor and Grantee, as follows:

Section 1: The Grantee shall pay to the Grantor the sum of Fifty-Nine Thousand Dollars (\$59,000.00) in consideration of the grant of a Permanent Drainage and Natural Area Easement in the form attached to and made a part of this Agreement as Exhibit "A."

Section 2: Upon the payment to the Grantor of the sum of \$59,000.00, Joseph and Patti Joe Sinopoli will execute Exhibit "A." That amount shall be the total consideration paid to them in return for this easement grant. This easement was granted to the Village under threat of condemnation.

Section 3: The payment made to Joseph Sinopoli is accepted on behalf of both Joseph and Patti Jo Sinopoli as the Grantor.

Section 4: Upon the closing of the transaction, the Village shall pay the cost of recording the easement document.

Section 5: Joseph and Patti Jo Sinopoli, as the Grantor, certify and warrant that they are the owners of the property over which an easement is granted and that they have full authority to grant the easement. The Village of Glen Ellyn, as Grantee, certifies that the payment of compensation to the Grantor has been properly authorized and that the payment is a valid governmental act.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joseph Sinopoli, (Grantor)

\_\_\_\_\_  
Village of Glen Ellyn (Grantee)

\_\_\_\_\_  
Patti Jo Sinopoli, (Grantor)

Name(s):  
Joseph and Patti Jo Sinopoli

Address:  
725 Riford Road  
Glen Ellyn, IL 60137

County:  
DuPage

Index No. / Nos.:  
05-11-209-019

Project:  
Lake Ellyn Outlet Streambank Stabilization

*This space reserved for Recorder's use only.*

**PERMANENT DRAINAGE AND NATURAL AREA EASEMENT**

THE UNDERSIGNED owner(s), Joseph and Patti Jo Sinopoli (hereinafter "Grantor") for good and valuable consideration, the receipt of which is hereby acknowledged, grants and conveys to the Village of Glen Ellyn ("Grantee"), an Illinois municipal corporation organized and existing under the laws of the State of Illinois, and its guests and invitees, this permanent, exclusive easement, together with the right of access thereto, in, on, upon, under and across the land hereinafter specifically described for the purpose of ingress and egress and for installation, maintenance, and reconstruction of outlet channel and streambank stabilization facilities.

The legal description of this property is the real estate located within the Village of Glen Ellyn, the County of DuPage, and the State of Illinois with the property address of 725 Riford Road, Glen Ellyn, Illinois 60137 and Permanent Index Number of 05-11-209-019 as follows:

LOTS 4 AND 5 IN BLOCK 1 IN APOLLO SPRINGS AMENDED SUBDIVISION, BEING A SUBDIVISION IN SECTIONS 11 AND 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 8, 1924 AS DOCUMENT 181125, IN DUPAGE COUNTY, ILLINOIS

The permanent easement so granted is legally described in the Plat of Easement attached hereto.

It is covenanted and agreed between the Grantor and the Grantee as follows:

1. Grant. Grantor hereby reserves and grants to the Village of Glen Ellyn an exclusive easement for purposes of installing and maintaining adequate stormwater conveyance facilities and providing a stormwater management and "natural" area with native vegetation and other improvements, together with reasonable access thereto. Said easements shall be perpetual and shall run with the land and shall be binding upon Grantor, its successors, heirs,

executors and assigns. Grantor declares that the easement premises shall hereinafter be held, transferred, sold, conveyed, used and occupied subject to the following terms and conditions, which terms and conditions, taken together, shall constitute said DRAINAGE AND NATURAL AREA EASEMENT.

- a) Grantor shall have and retain all rights to the use and occupation of said easement premises, except as herein expressly granted and provided; and such use and occupation by Grantor shall not be unnecessarily interfered with by any work performed under this grant of easement.
- b) Grantee shall be permitted at all reasonable times to inspect the easement premises and to enter upon the easement premises to insure that the terms of this easement are being fulfilled and to perform maintenance and rehabilitation work. Grantee shall at all times maintain the stormwater facilities and "natural" areas within the easement premises in good working order and viable condition in accordance with the plans and specifications referenced in paragraph 2 below, and compliant with all applicable Village of Glen Ellyn codes. Grantee shall take all necessary steps to prevent erosion, damage or deterioration of any portion of the easement premises or the property at 725 Riford Road, and shall make prompt repairs of the easement premises or the property at 725 Riford Road if erosion, damage or deterioration occurs.
- c) Grantor shall not disturb, remove or destroy any trees, shrubs, bushes, saplings, plants, vegetation, landscaping or erosion control devices on the easement premises. Grantor shall not otherwise change the character of the proposed native vegetation.
- d) To ensure the integrity of the stormwater conveyance facilities and "natural" areas, no obstruction shall be placed, nor alterations made, including alterations in the final topographical grading plan which in any manner impede or diminish stormwater drainage in, over, under, through or upon said easement areas.
- e) If it is determined by the Grantor that alterations to the stormwater facilities and/or "natural" areas within the easement premises are required for reasonable use and occupation of the property and do not adversely impact stormwater conveyance and erosion protection facilities, Grantee shall be notified by the Grantor of said proposed alteration. No such alteration shall take place without the prior written approval of Grantee. Grantee may, at its direction, require the submittal of designs, calculations, plans and specifications for approval before said alteration may take place.
- f) Grantee, its assignees or agents, shall take no actions that may unreasonably interfere with or infringe upon Grantor's normal use, occupancy and enjoyment of the property and residence at 725 Riford Road, Glen Ellyn, Illinois.
- g) Grantee, its assigns or agents, shall comply with all federal, state, local and/or common law requirements regarding the conveyance of stormwater through the easement premises so as not to unreasonably interfere with or infringe upon Grantor's normal use, occupancy and enjoyment of the property and residence at 725 Riford Road, Glen Ellyn, Illinois. Grantor reserves the right to limit the outflow of water

from Lake Ellyn to a maximum of 37 cubic feet per second if damage to the property and/or residence at 725 Riford Road occurs from a higher flow of water as is otherwise authorized under this Agreement, or if the Village fails to repair in a prompt and reasonable manner any damage to the easement premises. This act of discretion will not be unreasonably exercised.

- h) This easement shall not preclude the current owners of the property immediately south of the easement area commonly known as 717 Riford Road, Glen Ellyn, Illinois from continuing to use the easement area for normal drainage of their property and residence and for access to, from and around their residence.
2. Project. Grantee will utilize the easement premises for the rehabilitation and ongoing normal maintenance of a stormwater discharge channel in accordance with the Lake Ellyn Outlet Streambank Stabilization Project plans and specifications prepared by Burns & McDonnell Engineers dated (Approved) June 21, 2012 ("Plans"), copies of which are available at the Glen Ellyn Public Works Department, 30 South Lambert Road, Glen Ellyn, IL. Said construction and normal maintenance work shall be done in a good and prompt workmanlike manner and the expense thereof assumed by Grantee.
3. Temporary Easement. Grantor also grants to Grantee a temporary construction easement for the purposes of material storage, construction staging and access by the Lake Ellyn Outlet Streambank Stabilization Project contractor during construction. The extent of the this temporary easement so granted is depicted by the line labeled "T/E" surrounding the outlet channel in Drawing C001 from the Plans or as established by mutual consent of the parties prior to the start of construction. At the conclusion of construction, the temporary easement area shall be returned to at least the same condition of cleanliness, grading and vegetation as existed at the time of first entry. This temporary easement shall run with the land and be binding not only upon Grantor but also upon its successors, heirs, devisees, lessees and assigns and all other successors and interests to the easement premises or any portion thereof and shall be in effect for a period of twelve months from the date of execution or start of construction operations, whichever occurs first.
4. Remedies. In the event of violation of any covenant or restriction herein, either party may, upon seventy-two (72) hours prior written notice to the other party or its heirs, devisees, lessees or successors, or assignees, institute suit to enjoin or abate such violation and to require the restoration of the easement premises to its prior condition. Such work may include, but not be limited to any maintenance work to or upon the stormwater facilities and "natural" areas, to remove obstructions or alterations, or to perform other maintenance, repair, alteration or replacement as may reasonably be necessary to ensure compliance with all conditions and restrictions herein and that adequate stormwater drainage, "natural" areas and appurtenances thereto remain fully operational and compliant with all applicable codes. The parties shall have available all legal and equitable remedies to enforce the obligations hereunder against one another, its successors or assignees, and in the event either party is found to have violated any of its obligations, the offending party shall bear the costs and expenses incurred in performing corrective work in connection therewith, including reasonable construction, engineering, consulting, court costs and attorneys' fees related to the planning and actual performance of the work. In addition, the area disturbed by the said

maintenance operations, shall be re-planted with the same plantings as specified in the Plans. In the event of an emergency situation as determined by the Village of Glen Ellyn, Grantee shall have the right to proceed without notice to Grantor, but the Grantee shall immediately make efforts to notify the Grantor.

5. Liens. Grantee shall not permit any lien to stand against the easement premises or against any property adjacent to the easement premises, or any improvements thereof for any labor or materials in connection with work of any character performed on the easement premises by the Grantee. In the event of any such lien attaching to the easement premises, or any property adjacent to the easement premises as a result of construction work authorized by Grantee or any improvements thereon, Grantee shall immediately have such lien released. All costs, expenses and fees incurred by Grantee in fulfilling its obligations under this Agreement shall be Grantee's alone, and Grantee shall hold Grantor harmless for any such costs, expenses or fees.

In the event Grantee is required to perform, or have performed on its behalf, any maintenance work or remedy due to the unauthorized disturbance, obstruction or alteration upon the stormwater facilities and/or "natural" areas by Grantor, the cost of such work shall, upon recordation of Notice of Lien with the Recorder of Deeds of DuPage County, Illinois, constitute a lien against the assets of the property owner.

6. Payment. Grantor, without limiting the interest above granted and conveyed, does hereby acknowledge that upon payment of good and valuable consideration, all claims arising out of the above acquisition have been settled, including any diminution in value to Grantor's property caused by the construction, rehabilitation and maintenance of the streambank stabilization project. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantor's property.
7. Indemnification. Grantee shall indemnify and defend the Grantor against any and all claims, costs, causes, including attorney's fees, on account of personal injuries or death or damages to Grantor property occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this easement or the use of the property by the Grantee. The Grantor shall promptly report to the Grantee any such claim, cost or causes of action. The Grantee will furnish to the Grantor a defense or may at its option, approve attorneys selected by the Grantor. The parties intend that this obligation of the Grantee shall be contractual in nature and shall activate the provisions of any contractual liability insurance policy purchased by the Grantee.
8. Successors and Assigns. This easement shall run with the land and be binding not only upon Grantor but also upon its successors, heirs, devisees, lessees, and assigns and all other successors and interests to the easement premises or any portion thereof and shall continue as a servitude running in perpetuity with the land and shall survive any termination of the Grantor's existence. All rights herein granted to Grantee and Grantor shall run for the benefit of and may be exercised by its successors, assigns, devisees, and duly authorized officers, representatives or agents.

9. Notices. All notices or other communications given pursuant to this easement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed, or two days after deposit in the U. S. Mail, if sent prepaid by United States registered or certified mail, return receipt requested, addressed as follows:

If to Grantor: To the mailing address listed on Page 1 or to any subsequent address which the Grantor in writing requests that the Village use for serving notices.

If to Grantee: Village Manager  
Village of Glen Ellyn  
535 Duane Street  
Glen Ellyn, Illinois 60137

10. Interpretation. This Agreement has been prepared in accordance with the laws of the State of Illinois, and shall be governed pursuant thereto in every respect. Venue for any dispute shall be in DuPage County, Illinois.
11. Enforceability. If any provision of or part of this Agreement, or application thereto to any person or circumstance shall, to any extent, be invalid or unenforceable, each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
12. Exculpation. The covenants contained herein are not intended to be personal obligations of the parties hereto, but rather are intended to be the obligations of the party owning the respective properties during such party's ownership thereof. At such time as the party is no longer the owner of the properties covered by this Easement, such party shall have no further liability for any acts or omissions which occur thereafter.
13. Recording. Grantee shall signify its acceptance of this grant and easement by the recording thereof. This Easement shall be recorded with the Recorder of Deeds, DuPage County, Illinois.

WITNESS OUR HANDS and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

STATE OF ILLINOIS     )  
  )  
COUNTY OF DUPAGE    )

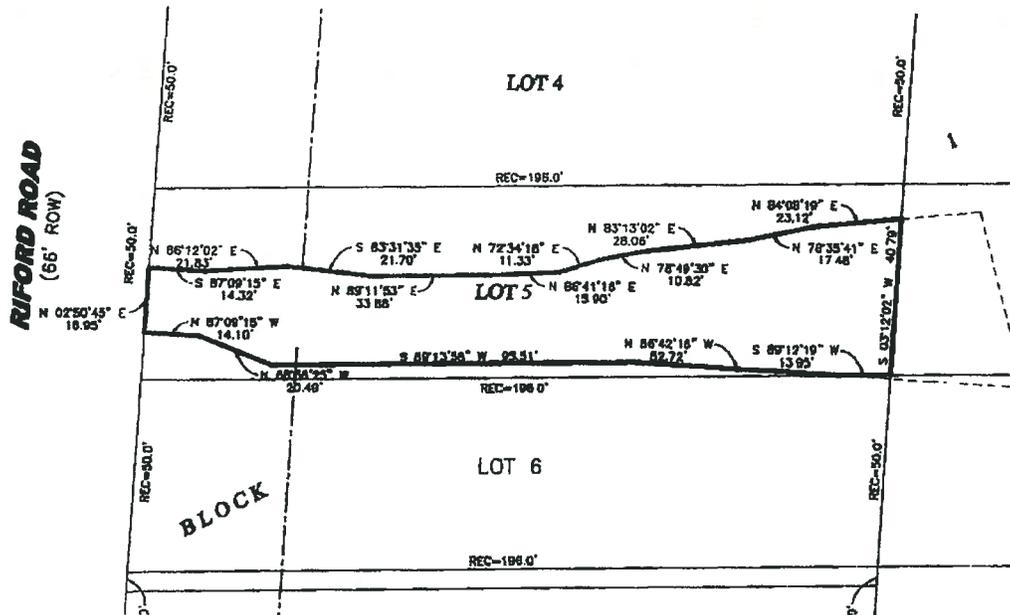
SUBSCRIBED AND SEALED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

(SEAL)

# PLAT OF EASEMENT

PART OF LOTS 4 AND 5 IN BLOCK 1 IN APOLLO SPRINGS AMENDED SUBDIVISION, BEING A SUBDIVISION IN SECTIONS 11 AND 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 8, 1924 AS DOCUMENT NUMBER 181125, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 89 DEGREES 12 MINUTES 19 SECONDS EAST ALONG THE SOUTH LINE THEREOF 13.95 FEET; THENCE NORTH 86 DEGREES 42 MINUTES 16 SECONDS WEST 52.72 FEET; THENCE SOUTH 89 DEGREES 13 MINUTES 58 SECONDS WEST 95.51 FEET; THENCE NORTH 68 DEGREES 58 MINUTES 25 SECONDS WEST 20.49 FEET; THENCE NORTH 87 DEGREES 09 MINUTES 15 SECONDS WEST 14.10 FEET TO THE WEST LINE OF SAID LOT 5; THENCE NORTH 02 DEGREES 50 MINUTES 45 SECONDS EAST ALONG SAID WEST LINE, 16.95 FEET; THENCE SOUTH 87 DEGREES 09 MINUTES 15 SECONDS EAST 14.32 FEET; THENCE NORTH 86 DEGREES 12 MINUTES 02 SECONDS EAST 21.83 FEET; THENCE SOUTH 83 DEGREES 31 MINUTES 35 SECONDS EAST 21.70 FEET; THENCE NORTH 89 DEGREES 13 MINUTES 53 SECONDS EAST 33.88 FEET; THENCE NORTH 86 DEGREES 41 MINUTES 14 SECONDS EAST 15.90 FEET; THENCE NORTH 72 DEGREES 34 MINUTES 18 SECONDS EAST 11.33 FEET; THENCE NORTH 78 DEGREES 49 MINUTES 30 SECONDS EAST 10.82 FEET; THENCE NORTH 83 DEGREES 13 MINUTES 02 SECONDS EAST 20.06 FEET; THENCE NORTH 78 DEGREES 35 MINUTES 41 SECONDS EAST 17.48 FEET; THENCE NORTH 84 DEGREES 08 MINUTES 19 SECONDS EAST 23.12 FEET TO THE EAST LINE OF SAID LOT 5. THENCE SOUTH 03 DEGREE 12 MINUTES 02 SECONDS WEST ALONG SAID EAST LINE 40.79 FEET TO THE POINT OF BEGINNING.



**OWNER'S CERTIFICATE**

STATE OF ILLINOIS )  
 ) S.S.  
 COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT \_\_\_\_\_ IS THE OWNER OF THE PARCEL DESCRIBED ON THE ANNEXED PLAT, AND THAT NO OTHER ENTITY HAS ANY RIGHT, TITLE OR INTEREST IN SAID PROPERTY, AND THAT THEY HAVE GRANTED THE EASEMENT AS INDICATED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2012

BY \_\_\_\_\_

TITLE \_\_\_\_\_

**NOTARY PUBLIC CERTIFICATE**

STATE OF ILLINOIS )  
 ) S.S.  
 COUNTY OF DUPAGE)

I, \_\_\_\_\_ A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO

HEREBY CERTIFY THAT \_\_\_\_\_ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT APPEARED BEFORE ME ON THIS DAY IN PERSON AND DELIVERED THE ANNEXED PLAT AS THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2012

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_



**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS )  
 ) S.S.  
 COUNTY OF McHENRY)

THIS IS TO CERTIFY THAT I, CHAD HOWARD, HAVE PREPARED THIS PLAT OF EASEMENT, AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF SAID EASEMENT. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT WOODSTOCK, ILLINOIS,

THIS 13<sup>th</sup> DAY OF JULY A.D., 2012

BY \_\_\_\_\_

ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 3552  
 LICENSES EXPIRE NOVEMBER 30, 2012  
 PROFESSIONAL DESIGN FIRM 184.008160

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**MERIDIAN**  
 Land Surveying Co.  
 2547 APPLEWOOD LANE  
 WOODSTOCK, IL  
 (815)881-3135

**725 RIFORD ROAD**  
 GLEN ELLYN, IL

PROJECT NO. 12-018  
 DATE 07/06/12  
 SCALE 1" = 30'  
 DRAWN BY : CDH  
 CHECKED BY : CDH

PAGE  
 2  
 OF  
 4

A-6I

MEMORANDUM

TO: Mark Franz, Village Manager  
FROM: Jeffrey D. Perrigo, Civil Engineer  
Bob Minix, Professional Engineer  
Julius Hansen, Director of Public Works  
DATE: April 15, 2013  
RE: 2013 Asphalt Joint and Crack Filing Program - Bid



Background

Crack sealing is a preventive maintenance process used on asphalt streets by which hot (380°) sealant is applied to cracks in the pavement. This work prevents the penetration of water and de-icing chemicals from entering the pavement base. Water entering the pavement base freezes in the winter and causes pavement base deterioration. When pavement base failure occurs it deteriorates the riding surface and creates potholes. Crack sealing helps extend the useful life of the street surface.

The Village has contracted the crack sealing for more over 15 years. Prior to 1993, the Street Division of Public Works was charged with the task of crack sealing. However, we found having this important maintenance function performed by a contractor was a more efficient and cost effective.

Although crack sealing can be done almost any time of the year (when pavement temperatures are above forty degrees Fahrenheit) our program normally takes place during the mid to late spring months or during the fall. The reason for this is the pavement temperatures are cooler and the crack sealant sets more rapidly allowing for a faster operation and less disruption to traffic.

Recommendation

Bids were received on April 15, 2013 for the project. Three contractors submitted bids with SKC Construction, Inc. of West Dundee, IL, submitting the low bid of \$22,950. The SKC bid was about eight percent less than the second low bid, and eight percent below our staff estimate, as noted in the summary table below:

Contractor	Total Bid
SKC Construction	\$22,950
Scodeller Construction	\$24,900
Behm Pavement Maintenance	\$25,050
Engineer's Estimate (Public Works)	\$24,750

The complete bid tabulation has been prepared by the engineer and is available for examination if desired.

The Village has some history with SKC as they performed the same project for us in 2009. The quality of the work performed and the management done by SKC was exceptional.

The bid prices from SKC are the lowest in recent memory. In an effort to increase efficiencies and reduce costs, staff may recommend SKC for additional work, aligning with the asphalt crack filing amounts budgeted for FY15, in lieu of bidding a similar program in the spring.

**Action Requested**

At this time, a construction contract award to SKC Construction Inc., with project funding equal to the total amount budgeted for this work in the amount of **\$40,000**, is recommended. The 2013 Asphalt Joint and Crack Filling Budget amount is \$40,000. Please note the following:

<b>2013 Asphalt Joint and Crack Filling Program                      Recommended Funding for Construction (includes fully funded amount)                      SKC Construction, Inc.</b>			
Project Item	Funding Source (FY14)	Account No.	Amount
2013 Asphalt Joint and Crack Filling Program	Capital Projects Fund	40000-520990	<b>\$40,000</b>

The project will be administered in-house.

**Attachments**

Excerpt of the FY14 Budget:

**Contract Street Maintenance: (FY13/14 Budget - \$250,000)** – The Public Works Department develops an annual list of candidate street sections for various types of large scale maintenance work performed by private contractors under contracts developed, let and supervised by staff.

The proposed FY13/14 contract street maintenance work will include:

<b>A. Asphalt Street Major Patching Project</b>	<b>\$ 70,000</b>
<b>B. Asphalt Roadway Crack Sealing</b>	<b>40,000</b>
<b>C. Asphalt Roadway Surface Treatments</b>	<b>50,000</b>
<b>D. Microsurfacing</b>	<b>30,000</b>
<b>E. Concrete Curb &amp; Street Pavement Repair</b>	<b>60,000</b>
<b>F. Concrete Street Grinding / Leveling</b>	<b>0</b>
<b>G. Concrete Street Joint and Crack Sealing</b>	<b>0</b>
<b>TOTAL</b>	<b>\$250,000</b>

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

A-6J

MEMORANDUM

TO: Mark Franz, Village Manager
FROM: Jeffrey D. Perrigo, Civil Engineer
Bob Minix, Professional Engineer
Julius Hansen, Director of Public Works
DATE: April 12, 2013
RE: 2013 Sanitary Sewer Lining Program - Bid



Background

The purpose of this memorandum is to recommend the construction contract award for the 2013 Sanitary Sewer Lining Program.

The work included in this year's program consists of approximately fifty-five segments of sanitary sewer lines located on the central and northerly portions of the Village where lining of the sanitary sewers will show significant benefits.

Recommendation

Bids were received on April 10, 2013 for the project. Six contractors submitted bids with Insituform Technologies USA, Inc. of Orland Park, IL, submitting the low bid of \$327,683.

Table with 2 columns: Contractor and Total Bid. Rows include Insituform Technologies USA (\$327,683), Hoerr Construction (\$330,400), SAK Construction (\$335,560), Michels Pipe Services (\$337,005), Visu-Sewer of Illinois (\$379,425), American Pipe Liners (\$428,550), and Engineer's Estimate (Public Works) (\$338,500).

The complete bid tabulation has been prepared by the engineer and is available for examination if desired.

The Village is very familiar with Insituform as this company has performed numerous lining projects in recent years either as a subcontractor or general contractor. Recent projects included the 2012 Sewer Lining Program, lining of sanitary sewers on the Duane Street Project, the 2008 Street Improvements Project and the 2007 Sanitary Lining Program. Insituform is considered the industry leader in the cured-in-place pipelining field. Insituform has performed most of the lining work in the Village since 2003.

The bid prices from Insituform are the lowest in recent memory. In an effort to increase efficiencies and reduce costs, staff may recommend Insituform for additional work, aligning with the sewer lining amounts budgeted for FY15, in lieu of bidding a similar program in the spring. Insituform has always performed admirably and we expect the same level of service we come to know.

**Action Requested**

At this time, a construction contract award to Insituform Technologies USA, Inc., with project funding (including a 7% contingency) in the amount of **\$350,000**, is recommended. The 2013 Sanitary Sewer Lining Budget amount is \$500,000. Please note the following:

2012 Sanitary Sewer Lining Program Recommended Funding for Construction (includes 9% Contingency) Insituform Technologies USA, Inc.			
Project Item	Funding Source (FY14)	Account No.	Amount
2013 Sanitary Sewer Lining Program	Sanitary Sewer Fund	50200-580100	<b>\$350,000</b>

Weather permitting, project activities will be getting underway in June with a scheduled completion of the work by the end of September. The project will be administered in-house.

**Attachments**

Excerpt of the FY14 Budget:

**13.13. Capital Projects: (FY13/14 Budget - \$2,690,000)** This line item lists projects that are continuing or expected to start in the spring of 2013 along with the corresponding estimated costs of sanitary sewer improvements.

Project Description	Estimated Cost
<b>a. Phase I Central Basin Improvements – Implementation of the recommendations from the 2012 Central Basin study to upgrade sanitary sewers hydraulic capacity and performance in the Roslyn Road corridor.</b>	<b>\$625,000</b>
<b>b. Sewer Lining / SSES Follow-up – Provides funding for the continuing program to rehabilitate pipes and manholes in the Village sanitary sewer system.</b>	<b>\$500,000</b>

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

A-OK

MEMORANDUM

TO: Mark Franz, Village Manager  
 Julius Hansen, Public Works Director

FROM: Frank Frasco, Equipment Services Superintendent

DATE: April 15, 2013

SUBJECT: Surplus village property for liquidation/disposal



**Background:**

Annually, the Equipment Services Division of Public Works formally removes vehicles from the Village fleet that have been deemed surplus. Many of these vehicles have been replaced as part of our Equipment Replacement Program. Declaring the vehicles surplus allows us to dispose of the vehicles in a variety of ways such as public auctions or trading them in for credit toward the purchase of new vehicles.

We have transitioned from using live public auctions that are held locally to internet based public auctions that are accessible globally. This gives us exposure to a greater number of bidders and increases the total financial return as a result of higher bids and lower sales commissions. The competitive auction process allows us to set reserve (minimum bid) prices when we have known expectations, or we can choose "no reserve" auctions which usually promote more competition. Equipment Services has researched and estimated the current value of each vehicle based on recent sales of similar equipment or through information found in published used car guides. The following vehicles will or have been decommissioned and prepared for liquidation.

Items being declared surplus:

EQUIPMENT	YEAR/MAKE	MODEL	VIN	CURRENT ESTIMATED VALUE
001	2009 FORD	EXPEDITION	1FMFU16599EB20141	\$9,500
003	2009 CHEVROLE	IMPALA	2G1WS57M291297244	\$5,500
009	2008 FORD	CROWN VICTORI	2FAFP71V98X173057	\$3,500
018	2007 FORD	EXPEDITION	1FMFU16547LA81550	\$7,500
203	2003 INTERNATI	7400 DUMP	1HTWHAAR13J048355	\$15,000
214	1998 CASE	721B LOADER	JEE0055749	\$25,000
215	1998 SNOGO	WK800	3728	\$5,000
226	2005 DODGE	GRAND CARAVA	1D4GP23R85B214197	\$3,000
232	2004 FORD	F350 DUMP	1FDWF37P14ED64901	\$14,000
233	2004 FORD	F350 DUMP	1FDWF37P54ED64903	\$14,000
237	2001 YAZOO	ZKH5222	X1334792	\$500
251	2003 INTERNATI	7400 DUMP	1HTWHAARX3J048354	\$15,000
259	1998 ELGIN	PELICAN-P	P-2899-S	\$6,500

**Issues:**

None

**Recommendation:**

I recommend that the above listed vehicles and equipment be declared surplus and disposed of in a manner that is most beneficial to the Village of Glen Ellyn.

**Action Requested:**

Motion to declare certain vehicles/equipment surplus and approve the disposal of these village vehicles/equipment through a public on-line auction or used as a trade-in toward the purchase of new equipment.

**Attachments:**

None

A-6L

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**MEMORANDUM**

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**TO:** Mark Franz, Village Manager *z*  
**FROM:** Julius Hansen, Director of Public Works  
**DATE:** April 16, 2013  
**SUBJECT:** MFT Resolution for 2012 Estimate of Expenditures



**Background:**

Each year the Village of Glen Ellyn receives a share of the State of Illinois revenue generated by the Motor Fuel Tax based on the population of the Village. The money from this tax can only be utilized by the Village for authorized expenditures as required by I.D.O.T. Certain recordkeeping requirements are necessary to justify to the State auditors that the money is spent accordingly. The Illinois Highway Code requires that the Village approve, by resolution, the expenditure of these funds according to Illinois Department of Transportation guidelines on the appropriate IDOT form on a calendar year basis.

**Issues:**

Each calendar year the Public Works Department must compile data to document the expenditures that meet the I.D.O.T. criteria to validate the use of MFT funds. The department tracks the cost of labor per employee and each piece of equipment utilized to perform snow removal operations for this purpose. In addition, labor and equipment expenditures associated with the task of street sweeping are also calculated for the same reason. The cost of salt for snow removal and the cost of electricity supplied for street lighting are two other expenditures that are paid with MFT funds.

**Recommendation:**

Approve the resolution set forth.

**Action Requested:**

Motion to approve the Resolution for calendar year 2012  
Resolution No. \_\_\_\_\_ for the expenditure of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code in the amount of \$425,000 for the time period of January 1, 2012 to December 31, 2012.

**Attachments:**

- I.D.O.T. document BLR 14230 (Resolution for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code).
- I.D.O.T. document BLR 14231 (Municipal Estimate of Maintenance Cost).



BE IT RESOLVED, by the President and Board of Trustees of the  
(Council or President and Board of Trustees)  
Village of Glen Ellyn, Illinois, that there is hereby  
(City, Town or Village) (Name)  
appropriated the sum of \$425,000.00 of Motor Fuel Tax funds for the purpose of maintaining  
streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2012  
(Date)  
to December 31, 2012.  
(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved  
Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this  
resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above,  
submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing  
expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this  
resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Patti Underhill Clerk in and for the Village  
(City, Town or Village)  
of Glen Ellyn, County of DuPage

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the President and Board of Trustees at a meeting on April 22, 2013  
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of April, 2013.

(SEAL) \_\_\_\_\_ Acting Village Clerk  
(City, Town or Village)

**Approved**  
\_\_\_\_\_  
Date  
Department of Transportation  
\_\_\_\_\_  
Regional Engineer



Period from 01/01/12 to 12/31/12

Section Number 12-00000-00-GM

Municipality Glen Ellyn

**Estimated Cost of Maintenance Operations**

Maintenance Operation (No. - Description)	Group (I, II, III, IV)	For Group I, II or III (Material, Equipment or Labor)					Operation Cost
		Item	Unit	Quantity	Unit Price	Cost	
Snow and Ice Control	IIA	Labor - See Attached	Hour	2751.25	22.45	61,775.00	
	IIA	Materials - SALT - State Bid	Ton	1080	76.53	82,655.01	
	I	10 whl w/plow/spreader	Hour	147	44.56	6,550.32	
	I	10 whl w/ 2plows/spreader	Hour	104	56.71	5,897.84	
	I	6 whl w/plow/spreader	Hour	125	44.56	5,570.00	
	I	6 whl w/2plows/spreader	Hour	102.5	41.61	4,265.03	
	I	1 t pickup w/plow/spreader	Hour	297.5	30.41	9,046.98	
	I	1.5 t dump w/plow/spreader	Hour	93	30.41	2,828.13	
	I	1 t dump - plow only	Hour	131.5	18.18	2,390.67	
	I	1.5 t pickup plow only	Hour	69	27.41	1,891.29	
	I	10 whl dump	Hour	4	44.56	178.24	
	I	End loader & snow blower	Hour	8.5	94.08	799.68	
	I	End loader 3cy/180 hp	Hour	25	39.00	975.00	
	I	Tractor/snow blower	Hour	2	9.30	18.60	
							184,841.78
Street Sweeping	IIA	Labor - See Attached	Hour	1758.25	20.61	36,245.00	
	I	Dump trucks 13-15 cy	Hour	285.75	45.22	12,921.62	
	I	Pickup Trucks	Hour	34.25	11.19	383.26	
	I	1 Ton Dumps	Hour	77.5	20.52	1,590.30	
	I	Dump - 1.5 ton	Hour	68	22.97	1,561.96	
	I	Sweepers	Hour	1197.25	54.24	64,938.84	
	I	Pickup Truck - 5 ton	Hour	1	22.46	22.46	
	I	Pickup F450 Sign Truck	Hour	10	31.26	312.60	117,976.03
Street Light Electricity	I	ComEd/Exelon/Constellation	Each	1	117675.06	117,675.06	117,675.06
<b>Total Day Labor Costs</b>							
<b>Total Estimated Maintenance Operation Cost</b>							<b>420,492.88</b>
Preliminary Engineering							
Engineering Inspection							
Material Testing							
<b>Total Estimated Engineering Cost</b>							
<b>Total Estimated Maintenance Cost</b>							<b>420,492.88</b>

Submitted : \_\_\_\_\_

Approved : \_\_\_\_\_

By : Julius Hansen, Dir of Public Works

Municipal Official

Title

Regional Engineer

Submit Four (4) Copies to Regional Engineer

A-6M

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MEMORANDUM

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**TO:** Mark Franz, Village Manager *MF*  
Al Stonitsch, Assistant Village Manager

**FROM:** Kristen Schrader, Assistant to the Village Manager *KS*  
Michael Strong, Administrative Intern

**DATE:** April 16, 2013

**RE:** Special Event Ordinance

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**Background**

From time to time, the Administration Department periodically reviews internal administrative processes to ensure that they are in line with the intent and purpose of the Village Code and that they are both fair and reasonable to administrate. The Village's current request and approval process for special events is one area that can be enhanced to achieve greater efficiency.

In February 2013, Village staff presented preliminary modifications to the current code waiver and/or variation request process for special events conducted in the Village. During this meeting, Village staff presented three areas where the current process could be improved including the establishment of a formal permit application with an amended code waiver and/or variation fee, a formal request approval period, and potential service fees (related to Public Works) for approving such requests. In general, the Village Board was in support of staff's recommendations to create a formal application, require advance notice, and reduce the code waiver and/or variation fee. However, at the time, the Board requested additional information and analysis on staff's recommendation to implement a new fee structure for the use of public right-of-ways and/or for public works related expenses (i.e. tree trimming, patching, street sweeping, etc.).

An Ordinance has been created to formalize these new policies and procedures for Village Board consideration on April 22, but does not include any new service fees based on feedback from the Village Board. Staff intends to more consistently track the costs of event services over the next year, and provide an updated recommendation to the Village Board in 2014.

**Issues**

The attached Special Events Ordinance outlines the goals of staff's intentions to improve the code waiver and/or variation request process for special events. The following provisions have been included in the Ordinance.

***Special Event Permit Application Required***

Establishment of a special event permit application which will replace the current event request letter which is required for code waiver and/or variation requests from the Village Board. The application will improve the efficiency and simplicity in the request process for both internal staff and special event organizers.

***Permit Notice Period***

Adoption of a required sixty (60) day notice period for a special event permit application. Many code waiver and/or variation requests for special events require several weeks to process, especially for new events. Staff believes this time period will allow for enough time to process, review, and submit to the Village Board for final approval in a timely manner.

***Reduction in Code Waiver and/or Variation Fee***

The current administrative fee to support administrative costs for processing code waivers and/or variations from the Village Board is \$150. Upon a recent survey of special event permit fees, staff found other communities were charging between \$15 and \$250 for such requests. Staff has included a reduced cost of \$35 to replace the current amount, which would be required to be paid at the time of submission of a permit application.

**Action Requested**

Attached for consideration at the April 22, 2013 Village Board meeting please find a draft Ordinance amending the Village Code and adopting a Special Event Ordinance for which the Village Board has previously granted approval of a code waiver and/or variation from the Village Code.

**Attachments**

- Copy of Special Event Permit Application
- Draft Ordinance

cc: Julius Hansen, Public Works Director  
Staci Hulseberg, Planning and Development Director  
Phil Norton, Police Chief



## Village of Glen Ellyn Special Event Permit Application

The Special Event Permit Application must be submitted at least sixty (60) days prior to the event date in order to ensure sufficient time for processing. Please contact the Administration Department at 630-469-5000, or refer to the Special Event Permit Application Guidelines at [www.glenellyn.org](http://www.glenellyn.org) for more information.

EVENT INFORMATION			
<b>Event Title</b>			
<b>Type of Event</b>	<input type="checkbox"/> Carnival or Rides <input type="checkbox"/> Business Special Event <input type="checkbox"/> Festival <input type="checkbox"/> Outdoor Concert <input type="checkbox"/> Parade <input type="checkbox"/> Tent Sale <input type="checkbox"/> Walk/Run/Bike <input type="checkbox"/> Zoo/Circus <input type="checkbox"/> Other (please specify): _____		
<b>Event Date(s)</b>		<b>Time</b>	
<b>Alternate Date(s)</b>		<b>Time</b>	
<b>First Time Applicant?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Is it an Annual Event?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Event Website (if any)</b>			<b>Anticipated Attendance</b>
<b>Location of Event</b> <small>Please list all requested street or sidewalk closures noting time(s) each street will be closed.</small>			
<b>Describe the Event</b> <small>Please describe your event in detail including any additional information that may be important to understanding its scope and purpose. Please attach any promotional materials regarding the event.</small>			
<b>Please see <u>Section 3</u> of the Special Event Application Guidelines for more information regarding Event Activities</b>			
<b>Event Activities</b> <small>Please check all items that will be included in your event.</small>  <small>*Extraordinary activities may require additional licenses, fees or submittals (See Guidelines for additional information).</small>	<input type="checkbox"/> Alcohol* <input type="checkbox"/> Animals* <input type="checkbox"/> Automobiles <input type="checkbox"/> Balloons/Signs/Decorations <input type="checkbox"/> Bands/Live Music <input type="checkbox"/> Carnival Rides* <input type="checkbox"/> Floats <input type="checkbox"/> Food Booth(s) <input type="checkbox"/> Parade/Race* <input type="checkbox"/> Parking Lots* <input type="checkbox"/> Portable Toilets <input type="checkbox"/> Promotional Signage <input type="checkbox"/> Sound Equipment <input type="checkbox"/> Stage/Bandshell <input type="checkbox"/> Streets/Sidewalks* <input type="checkbox"/> Tents <input type="checkbox"/> Vendors <input type="checkbox"/> Other (please specify): _____		

**EVENT ORGANIZER INFORMATION**

Name (First/Last)					
Address				Apt./Unit	
City			State	Zip Code	
Home Phone			Cell Phone		
E-mail Address					
Name of Sponsoring Organization(s) (If applicable/different)					
Organization's Legal Status		<input type="checkbox"/> Governmental Entity <input type="checkbox"/> Non-profit Entity <input type="checkbox"/> Commercial Business			
Sponsoring Organization Main Contact (If applicable/different)					
Address				Apt./Unit	
City			State	Zip Code	
Daytime Phone		E-Mail			

All applications should be completed and submitted **not less** than sixty (60) days prior to the event date. Applications that are complete and submitted to the Village along with any necessary submittals will be processed by Village staff. Incomplete applications will be held for processing until it is complete. Please return your completed Special Event Permit Application to:

**By Mail/Drop Off:** Village of Glen Ellyn, Administration Department, 535 Duane Street Glen Ellyn, IL 60137  
**By Email:** [events@glenellyninfo.com](mailto:events@glenellyninfo.com)

For Office Use Only

**Conditions of Approval:**

--	--

Police Chief/Designee <i>(if applicable)</i>	Date
Village Manager/Designee	Date

**Village Of Glen Ellyn**

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**Ordinance No. \_\_\_\_\_ - VC**

**AN ORDINANCE ESTABLISHING CHAPTER 39 (SPECIAL EVENTS)  
TO TITLE 3 (BUSINESS REGULATIONS) AND AMENDING  
CHAPTER 1 (OFFICIAL VILLAGE CODE) OF TITLE 1 (ADMINISTRATIVE) AND  
CHAPTER 1 (BUILDING CODE) OF TITLE 4 (BUILDING REGULATIONS)  
OF THE VILLAGE CODE OF GLEN ELLYN, IL 60137**

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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\_\_\_\_.**

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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 ESTABLISHING CHAPTER 39 (SPECIAL EVENTS)  
TO TITLE 3 (BUSINESS REGULATIONS) AND AMENDING  
CHAPTER 1 (OFFICIAL VILLAGE CODE) OF TITLE 1 (ADMINISTRATIVE) AND  
CHAPTER 1 (BUILDING CODE) OF TITLE 4 (BUILDING REGULATIONS)  
OF THE VILLAGE CODE OF GLEN ELLYN, IL 60137**

**Whereas**, from time to time, the staff of the Village is directed to review the Village Code and to make recommendations as to changes to improve the effectiveness of the Village Code's provisions, to clarify inconsistencies, to bring the Code into compliance with State statutory mandates, and to simplify administration of the Village Code and other related codes or regulations; and

**Whereas**, the staff has conducted such a review and has recommended amendments to the Village Code, regarding Village Code waivers and/or variations from the Village Board for the purpose of conducting special events in the Village of Glen Ellyn; and

**Whereas**, in order to reduce the time required by both the applicant and Village in processing such a request, the Village President and Board of Trustees believe that it is in the best interest of the Village to establish a permit application process; and

**Whereas**, in order to promote a more equitable fee structure for such requests, the Village President and Board of Trustees believe that it is in the best interest of the Village to amend the fee for requesting a Village Code waiver and/or variation from the Village Board.

**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 Village Code is hereby amended by adding a new Chapter 39 (Special Events) to Title 3 (Business and License Regulations) in the manner set forth in Exhibit A to this Ordinance, which is incorporated as though fully set forth herein and made a part hereof.

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

1-1-6: WAIVERS TO THE VILLAGE CODE: Where an application is made in accordance to Section 3-39-3 of this Code and the required fee set forth in Section 4-1-4 of the Village Code has been paid, the Village Board may grant waivers and/or variations from the provisions within this Code by motion, except where State statute or this Code requires a different more formal procedure.

If the Village Board has previously granted waivers to the Village Code or Zoning Code for a special promotional or community event, the Village Manager or his/her designee, shall have the authority to administratively approve such subsequent events provided that the event is in substantial conformance with the event for which the previous waivers were granted, and previous waivers were granted within three (3) years of the date of the proposed event. The Village Manager or his/her designee may impose any conditions deemed appropriate for the safe and efficient conduct of the special event. Notwithstanding anything in this section to the contrary, the Village Manager or his/her designee may refer a request for administrative approval of a promotional event to the Village Board of Trustees for consideration. Any request for administrative or Village Board waiver under this section shall be subject to fees specified in Section 4-1-4 of this Code.

**Section Three:** Section 4-1-4(19) of the Village Code is hereby amended to read as follows:

(19) Request for Village Code waiver and/or variation from Village Board (in accordance with Sections 1-1-6 and 3-39-2 of this Code) \$35.

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

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

**Ayes:**

**Nays:**

**Absent:**

**Approved** by the Village President of the Village of Glen Ellyn, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Village President of the  
Village of Glen Ellyn, Illinois

**Attest:**

\_\_\_\_\_  
Village Clerk of the  
Village of Glen Ellyn, Illinois

(Published in pamphlet form and posted on the \_\_\_\_ day of \_\_\_\_\_.)

EXHIBIT A

CHAPTER 39

SPECIAL EVENTS

Section:

- 3-39-1: PURPOSE
- 3-39-2: DEFINITION
- 3-39-3: SPECIAL EVENT PERMIT REQUIRED
- 3-39-4: FEES
- 3-39-5: INVESTIGATIONS
- 3-39-6: SPECIAL EVENT PERMIT APPROVAL
- 3-39-7: SIGNATURES
- 3-39-8: SEVERABILITY

**3-39-1: PURPOSE:** The provisions of this chapter are designed to describe the manner in which the Village shall implement a special event permit application process for requesting waivers and/or variations to the Village Code or Zoning Code for a special promotional or community event.

**3-39-2: DEFINITION:** The term “special event” as used herein shall include any commercial or non-residential public event that will take place on public or private property or which will take place in public right-of-ways (i.e. street, sidewalk, parking lot), or that will be held on public property where liquor is to be served fall under the scope of this policy. Generally, indoor private events (i.e. invitation only) are exempt from the application process, but are required to apply for all applicable liquor licenses.

**3-39-3: SPECIAL EVENT PERMIT REQUIRED:** No special event or open air meeting shall be allowed on any public way, nor shall any open air public meeting be held in or upon any public way, or upon any ground abutting upon any public way, until a permit is obtained from the Village.

Application to conduct such special event, or open air meeting shall be made in writing to the Village at least sixty (60) days prior to the event by the person or persons in charge or control thereof or responsible therefore; and such permit application shall specify the place at which it is desired to hold such event or meeting, the purpose thereof, the name of the person or society in control thereof, the time at which such event or meeting is to be held, and the probable duration thereof. Upon such application being made, the Village shall investigate, or cause to be investigated, the person or society making such application and the truth of the statements therein.

**3-39-4: FEES:** All fees and charges for licenses or permits shall be paid in accordance with Section 4-1-4 of the Village Code at the time application is made.

**3-39-5: INVESTIGATIONS:** Upon receipt of an application for a permit, where the provisions of this code necessitate an inspection or investigation before issuance, the same shall be referred to the proper official within ten (10) days to make the investigation.

The official charged with the duty of making the investigation or inspection shall make a report thereon within ten (10) days after investigation of the application.

**3-39-6: SPECIAL EVENT PERMIT APPROVAL:** Special event permit approval is subject to the following provisions:

- a.) If the Village Board has previously granted waivers and/or variations to the Village Code or Zoning Code for a special promotional or community event, the Village Manager or his/her designee, shall have the authority to administratively approve such subsequent events provided that the event is in substantial conformance with the event for which the previous waivers and/or variations were granted, and previous waivers and/or variations were granted within three (3) years of the date of the proposed event.
- b.) The Village shall take final action upon a completed application for a special event permit as soon as practicable, but no later than 60 days from the item being placed upon the agenda, provided however mutual consent may serve as a ground for continuance.
- c.) The Village is not required to take final action on an incomplete or untimely special event permit application.
- d.) Final action on a completed special event permit application shall consist of one of the following:
  - 1. Issuance of a special event permit in accordance with the terms of application after public hearing and by way of resolution or motion;
  - 2. Administrative approval by the Village Manager or his/her designee in accordance to Section 3-39-6 of this Code;
  - 3. Denial of the special event permit applications by the Village Board, with the reason(s) for denial stated in the resolution or motion.

**3-39-7: SIGNATURES:** Each permit issued shall bear the signature of the Village Manager or his/her designee, or such other signatures as may be directed by the Village Board of Trustees only after such Village Code waiver and/or variation has been approved.

**3-39-8: SEVERABILITY:** In the event any provision or application of this chapter is found unenforceable by a court of competent jurisdiction, such finding shall not affect any other application or the remaining provisions of this chapter to the maximum extent permitted by law.

A-6N

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Hulseberg, Planning and Development Director  
Daniel Dickerson, Planning Intern



DATE: April 16, 2013

RE: Lisle Boundary Line Agreement

**Background.** The Illinois Municipal Code allows two or more corporate authorities that have adopted official plans to agree upon a line within unincorporated territory that will mark the eventual boundaries of each jurisdiction as properties are annexed. In April of 1980, the Village of Glen Ellyn and the Village of Lisle agreed to the terms of a Jurisdictional Boundary Line Agreement authorized under Section 11-12-9 of the Illinois Municipal Code. The agreement was renewed for a 20-year period in November of 1993 and is once again up for renewal. If approved, the renewed agreement would be valid for 20 years.

The existing boundary line was reviewed by the staff in both communities and no changes are proposed. A map showing the boundary line location is attached.

**Recommendation.** Village staff recommends that the Village Board pass a Resolution approving the renewed boundary line agreement with the Village of Lisle.

**Action Requested.** The Village Board is requested to consider the proposed boundary line agreement with the Village of Lisle and to act on the proposed agreement. The agreement was approved by the Lisle Village Board on April 15, 2013 under Ordinance 2013-4489.

**Attachments.**

- Public Hearing Notice
- Map of Boundary Line Location
- Resolution
- Proposed Boundary Line Agreement

Cc: Stewart Diamond, Village Attorney  
Tony Budzikowski, Lisle Community and Economic Development Director

**PUBLIC NOTICE**  
**AMENDMENT TO BOUNDARY AGREEMENT BETWEEN**  
**THE VILLAGE OF LISLE AND THE VILLAGE OF GLEN ELLYN**

**PUBLIC NOTICE** is hereby given that, pursuant to 65 ILCS 5/11-12-9 of the Illinois Municipal Code, the Village of Lisle and Village of Glen Ellyn have agreed to the terms of an amendment extending for an additional 20-year term that certain Jurisdictional Boundary Line Agreement originally entered into by both Villages on April 14, 1980 and recorded on April 17, 1980 in the Office of the DuPage County Recorder as Document No. R80-22574 and renewed by that certain Reaffirmation and Renewal of the Boundary Agreement Between the Village of Lisle and the Village of Glen Ellyn, dated November 15, 1993 and recorded on November 24, 1993 in the Office of the DuPage County Recorder as Document No. R93-272833. A copy of the proposed amendment extending the term of the Jurisdictional Boundary Line Agreement between the Village of Lisle and the Village of Glen Ellyn is available for public inspection in the Community & Economic Development Department during normal business hours at the Lisle Village Hall (925 Burlington Avenue, Lisle, IL 60532) and in the Planning & Development Department during normal business hours at the Glen Ellyn Civic Center (535 Duane Street, Glen Ellyn, IL 60137).

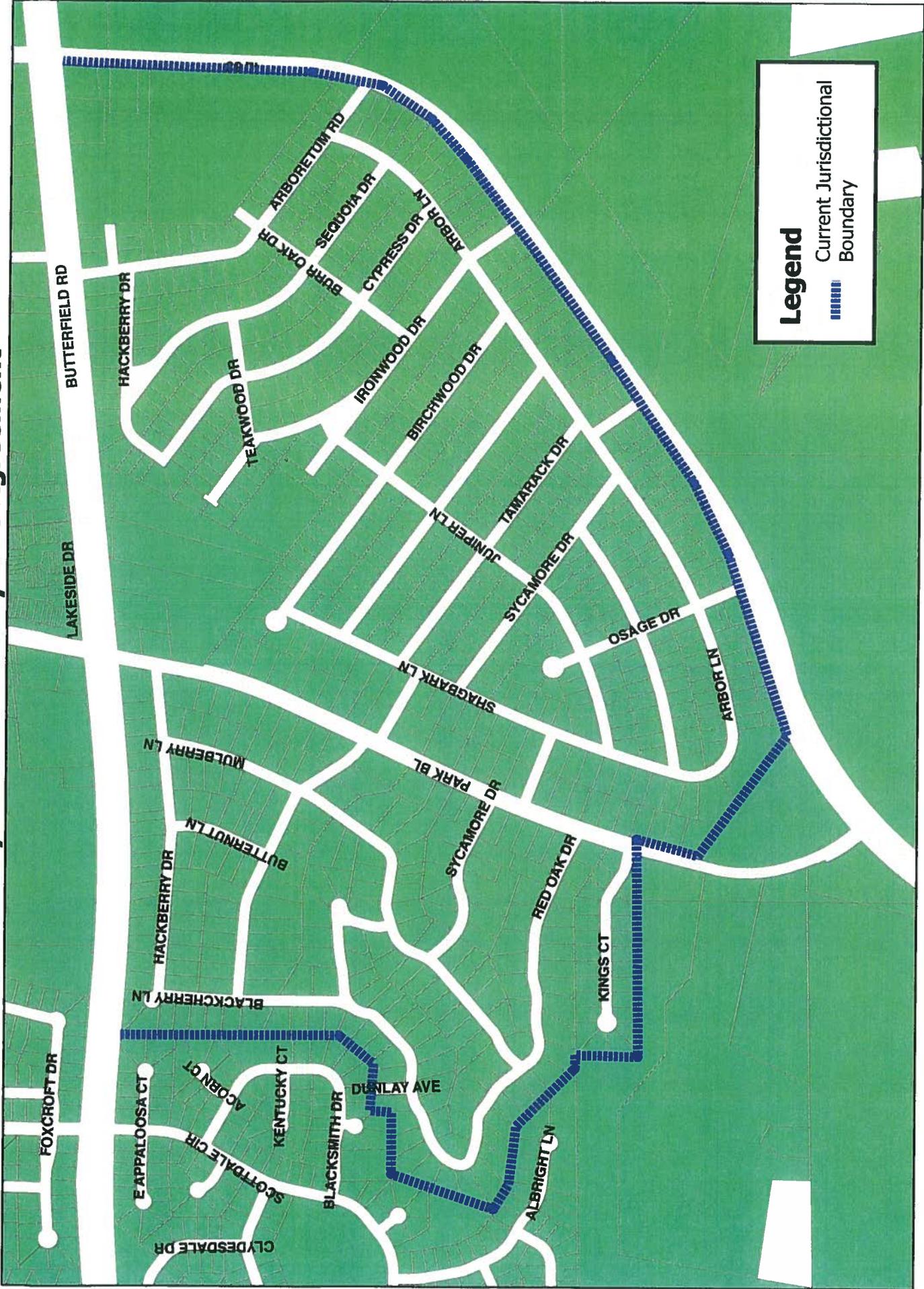
The Village of Lisle Corporate Authorities will consider formal approval of the amendment extending the term of the Jurisdictional Boundary Line Agreement between the Village of Lisle and the Village of Glen Ellyn at their meeting on April 15, 2013 at 7:00 P.M.

The Village of Glen Ellyn Corporate Authorities will consider formal approval of the amendment extending the term of the Jurisdictional Boundary Line Agreement between the Village of Lisle and the Village of Glen Ellyn at their meeting on April 22, 2013 at 8:00 P.M.

First Posted for at least 15 consecutive days at Lisle Village Hall and Glen Ellyn Village Hall on March 11, 2013.

Published in *The Daily Herald* on March 11, 2013.

# Glen Ellyn - Lisle Boundary Line Agreement



Prepared By: Planning and Development  
Date: March 26, 2013



Resolution # \_\_\_\_\_

**A Resolution Approving and Authorizing the Execution of a Reaffirmation and Renewal of a Jurisdictional Boundary Line Agreement with the Village of Lisle**

**Whereas**, Section 11-12-9 of the Illinois Municipal Code, 65 ILCS 5/11-12-9, authorizes municipalities to establish jurisdictional boundaries in adjoining unincorporated territory that lies within 1.5 miles of their respective corporate boundaries; and

**Whereas**, the Village of Glen Ellyn and Village of Lisle originally entered into a jurisdictional boundary line agreement on April 14, 1980 and recorded on April 17, 1980 in the Office of the DuPage County Recorder as Document No. R80-22574 ("*Original Agreement*") and renewed by that certain Reaffirmation and Renewal of the Boundary Agreement Between the Village of Glen Ellyn and the Village of Lisle, dated November 15, 1993 and recorded on November 24, 1993 in the Office of the DuPage County Recorder as Document No. R93-272833 ("*First Renewal*"); and

**Whereas**, the Original Agreement and First Renewal, among other things, established a jurisdictional boundary for the exercise of each Village's respective extraterritorial subdivision powers and territorial annexation; and

**Whereas**, the corporate authorities of each Village now desire to formally approve a second renewal of the jurisdictional boundary line agreement to ensure for the orderly growth and development of both municipalities and promote the respective public health, safety, and welfare of their populations; and

**Whereas**, notice of the pending approval of the reaffirmed and renewed jurisdictional boundary line agreement between the Villages was posted at Village Hall for at least 15 consecutive days starting on MARCH 11, 2013, and published in the *Daily Herald* newspaper on MARCH 11, 2013, each of which occurred not less than 30 and not more than 120 days prior to the passing and adoption date of this Resolution.

**Now, Therefore Be It Resolved** 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 1:** The Second Reaffirmation and Renewal of the Jurisdictional Boundary Line Agreement by and between the Village of Glen Ellyn and Village of Lisle ("*Second Renewal*") shall be, and is hereby, approved in substantially the form attached as *Exhibit A* that is, by this reference, incorporated in and made a part of this Resolution.

**Section 2:** The Mayor and Village Clerk are hereby authorized and directed to execute and seal the Second Renewal on behalf of the Village.

**Section 3:** The Village Clerk shall be, and is hereby, directed to file a certified copy of this Resolution together with a fully executed copy of the Second Renewal in the Office of the

DuPage County Recorder.

**Section 4:** The Village Clerk shall be, and is hereby, directed to maintain at least one fully executed file stamped copy of the Second Renewal on file in the Office of the Village Clerk.

**Passed** by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**Ayes:**

**Nays:**

**Absent:**

**Approved** by the Village President of the Village of Glen Ellyn, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
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 \_\_\_\_\_).

**EXHIBIT A**  
Form of Agreement Renewal

(On following pages)

**PREPARED BY:**

David S. Silverman, Esq.  
Ancel Glink  
140 S. Dearborn Street  
Suite 600  
Chicago, Illinois 60603

**AND AFTER RECORDING  
RETURN TO:**

Village of Lisle  
925 Burlington Avenue  
Lisle, IL 60532  
ATTN: Village Clerk

Village of Glen Ellyn  
535 Duane Street  
Glen Ellyn, IL 60137  
ATTN: Village Clerk

*This space for Recorder's use only*

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**SECOND REAFFIRMATION AND RENEWAL OF THE  
JURISDICTIONAL BOUNDARY LINE AGREEMENT**

**BY AND BETWEEN**

**VILLAGE OF LISLE AND VILLAGE OF GLEN ELLYN**

Dated \_\_\_\_\_, 2013

Approved and Adopted by the Corporate Authorities of the Village of Lisle  
Pursuant to Resolution No. \_\_\_\_\_

Approved and Adopted by the Corporate Authorities of the Village of Glen Ellyn  
Pursuant to Resolution No. \_\_\_\_\_

**SECOND REAFFIRMATION AND RENEWAL OF THE  
JURISDICTIONAL BOUNDARY LINE AGREEMENT**

**BY AND BETWEEN**

**VILLAGE OF LISLE AND VILLAGE OF GLEN ELLYN**

**THIS SECOND REAFFIRMATION AND RENEWAL OF THE JURISDICTIONAL BOUNDARY LINE AGREEMENT ("Agreement")** is dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, and is by and between the **VILLAGE OF LISLE**, an Illinois municipal corporation ("**Village**"), and the **VILLAGE OF GLEN ELLYN**, an Illinois home rule municipal corporation ("**Village**"). (Collectively, "**Parties**", and sometimes individually as "**Party**").

**IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq* ("**Act**"), and Section 11-12-9 of the Illinois Municipal Code, 65 ILCS 5/11-12-9, the parties agree as follows:

**Section 1. RECITALS.**

A. The Parties have duly authorized Plan Commissions, created pursuant to authority granted in Division 12 of Article 11 of the Illinois Municipal Code, and have adopted official plans pursuant thereto.

B. The Parties originally entered into a jurisdictional boundary line agreement on April 14, 1980 and recorded on April 17, 1980 in the Office of the DuPage County Recorder as Document No. R80-22574 ("**Original Agreement**") and renewed by that certain Reaffirmation and Renewal of the Boundary Agreement Between the Village of Lisle and the Village of Glen Ellyn, dated November 15, 1993 and recorded on November 24, 1993 in the Office of the DuPage County Recorder as Document No. R93-272833 ("**First Renewal**").

C. There is unincorporated territory lying between the corporate limits of the Parties, which territory is within one and one-half miles of the boundaries of the Parties.

D. Glen Ellyn and Lisle recognize the need to provide for logical municipal boundaries and areas of municipal authority between their respective municipalities in order to plan effectively and efficiently for growth and potential development between their communities and conservation of available resources for their respective citizens.

E. Pursuant to Section 11-12-9 of the Illinois Municipal Code, 65 ILCS 5/11-12-9 ("**Statute**"), municipalities may agree to provide that one or more municipalities shall not annex territory which lies within the jurisdiction of any other municipality, as established by such line. It is the intention of the Parties to honor the boundary line agreement in affecting future annexations of any territory that is presently unincorporated.

F. The corporate authorities of the Parties have determined that it will be in the best interests of each Party and their citizens to enter into an agreement reaffirming and renewing the boundary line established in the Original Agreement and First Renewal, and have given

consideration to the natural flow of storm water drainage, and to the extent practical, the inclusion of all of any single tract having common ownership within the jurisdiction of each Party.

G. Pursuant to the Statute, boundary line agreements are valid for a term of twenty (20) years.

H. Public notices of the possible adoption of this Agreement by the Parties were posted at each Party's Village Hall for 15 consecutive days beginning on \_\_\_\_\_, 2013 and published in the *Daily Herald* on \_\_\_\_\_, 2013.

I. The corporate authorities of each Party have authorized the execution of this Agreement as an exercise of their respective authority under the Statute and in accordance with the Act.

**Section 2. REAFFIRMATION AND RENEWAL OF BOUNDARY LINE AGREEMENT.**

That to the extent that it does not conflict with the provisions of this Agreement, the Original Agreement and First Renewal which describe the boundary line ("**Boundary Line**") legally described in *Exhibit A* to this Agreement and depicted on *Exhibit B* to this Agreement, is hereby reaffirmed and renewed by the Parties for all purposes of this Agreement, and specifically for municipal government planning, annexation, subdivision control, office maps, ordinances, and other municipal purposes.

**Section 3. EXTENT OF ANNEXATION AUTHORITY.**

A. Without the prior written consent of the other municipality, Glen Ellyn will not annex any territory within the jurisdiction of Lisle and southerly of the Boundary Line as described in Section 2 of this Agreement; and Lisle will not annex any territory within the jurisdiction of Glen Ellyn and northerly of the Boundary Line described in Section 2 of this Agreement. In addition, the Parties acknowledge and agree that any annexation by either community will extend to the far side of adjacent unincorporated highways as mandated pursuant to section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1.

B. Lisle hereby transfers to Glen Ellyn all powers, authority and jurisdiction which it may have northerly of the Boundary Line, and Glen Ellyn hereby transfers to Lisle all powers, authorities and jurisdiction which it may have southerly of the Boundary Line.

**Section 4. LIMITATIONS ON ZONING MAP AMENDMENTS; NOTICE.**

Glen Ellyn and Lisle each represents to the other that it will not change the zoning classification of property lying within 1,300 feet of either side of the Boundary Line without providing written notice to the other Party at least thirty (30) days prior to final action on the change.

**Section 5. MORTON ARBORETUM.**

A. The property commonly referred to as the Morton Arboretum will remain within the planning jurisdiction of Lisle.

B. Glen Ellyn will not exercise any jurisdiction over and will not consider any annexation of, or development of the Morton Arboretum.

**Section 6. OTHER MUNICIPALITIES NOT A PARTY TO AGREEMENT.**

This Agreement will be binding upon, and will apply only to relations between Glen Ellyn and Lisle. Nothing in this Agreement will be used or construed to affect, limit or invalidate the boundary claims of either Glen Ellyn or Lisle insofar as such claims relate to any municipality which is not a party to this Agreement.

**Section 7. EFFECTIVE DATE OF AGREEMENT; RECORDATION; FILING.**

This Agreement will be in full force and affect from and after the copies of this Agreement, certified by the Clerks of the respective municipalities, have been recorded in the Office of the DuPage Recorder of Deeds, and placed on file in the Office of the Clerk of each municipality.

**Section 8. TERM OF AGREEMENT; RENEWAL.**

This Agreement for a jurisdiction boundary line will be valid for a period of twenty (20) years from the date this Agreement is filed in the Office of the DuPage County Recorder of Deeds, and may thereafter be extended, renewed or revised for additional terms by written agreement of the Parties.

**Section 9. MISCELLANEOUS.**

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("**e-mail**"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 12.A, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

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

Village of Lisle  
925 Burlington Avenue  
Lisle, IL 60532  
ATTN: Community Development Director  
Fax: 630.271.4155  
e-mail: tbudzikowski@villageoflisle.org

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

Village of Glen Ellyn  
535 Duane Street  
Glen Ellyn, IL 60137  
ATTN: Planning & Development Director  
Fax: 630.547.5370  
e-mail: shulseberg@glenellyn.org

B. Severability. The provisions of this Agreement are intended to be severable, and the invalidity or unenforceability of any one or more of such provisions will not be deemed to impair or affect the validity of enforceability of any other provision hereof.

C. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supercedes any and all prior agreements and negotiations between them, whether written or oral, relating to the subject matter of this Agreement.

D. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Parties, by resolution duly adopted, in accordance with all applicable statutory procedures.

E. Exhibits. Exhibits A and B attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

F. Authority to Execute. The Parties warrant and represent that the persons executing this Agreement on their respective behalves have been properly authorized to do so by the Corporate Authorities.

G. Recording; Filing. The Parties, at their individual cost and expense, will cause this Agreement to be recorded against the properties located on their respective sides of the jurisdictional boundary line established in Section 2 of this Agreement. The Parties will each keep a copy of this Agreement on file at all times during the term of established in Section 8 of this Agreement with their respective clerks offices.

H. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Illinois.

I. Conflicts with Original Agreement and First Renewal. In the event of a conflict between the provisions of this Agreement and the Original Agreement and First Renewal, or any other agreement between the Parties concerning the subject matter of this Agreement, the provisions of this Agreement shall control.

J. Counterparts. This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

*[Signature Pages Follow]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

**VILLAGE OF LISLE**, an Illinois municipal corporation

BY: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Village Clerk

**VILLAGE OF GLEN ELLYN**, an Illinois home rule municipal corporation

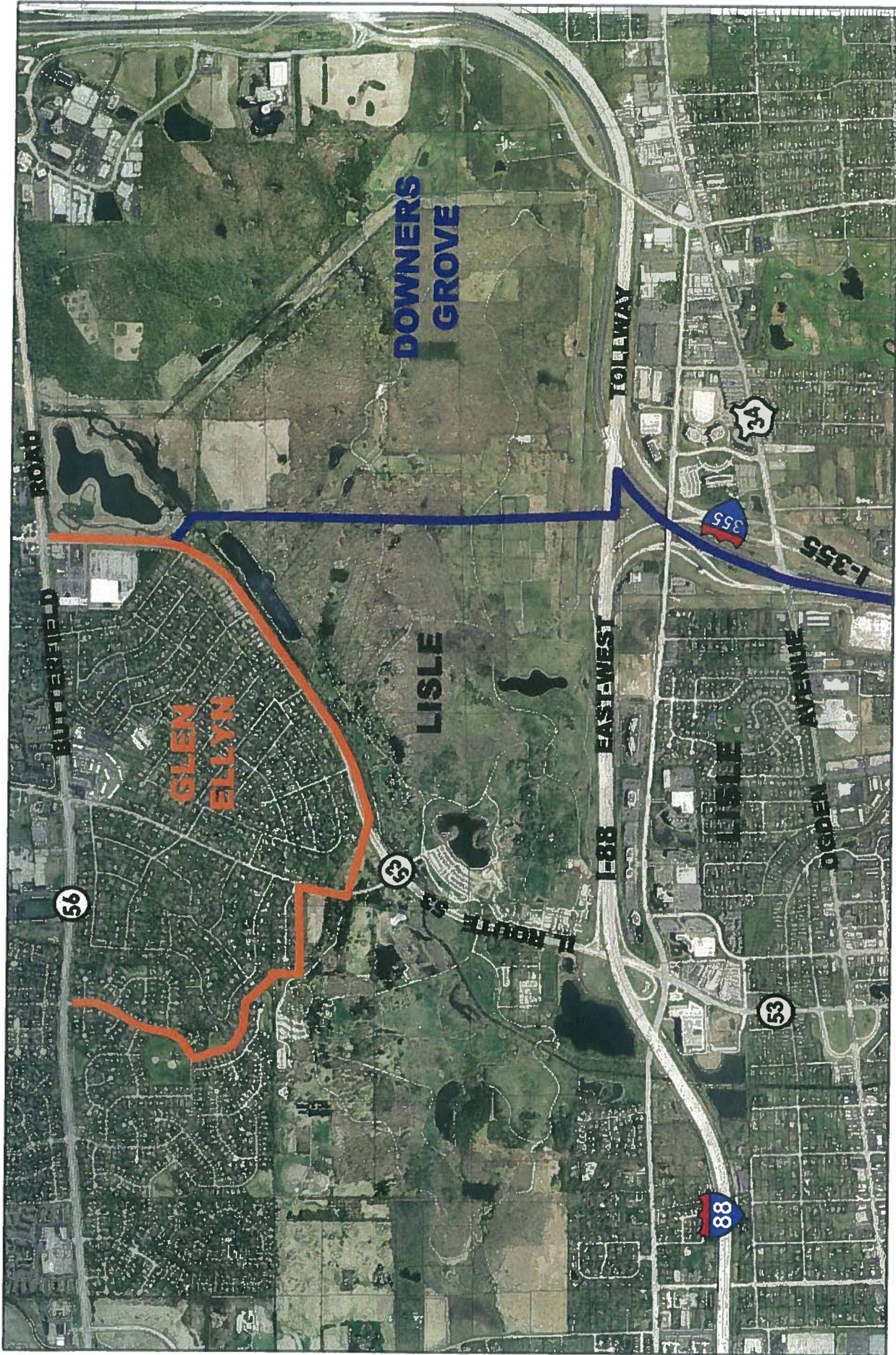
BY: \_\_\_\_\_  
Village President

Attest: \_\_\_\_\_  
Village Clerk

**EXHIBIT A**  
Boundary Line Legal Description

BEGINNING AT THE NORTHWEST CORNER OF A T. MCINTOSH AND COMPANY'S GLEN ELLYN WOODS UNIT NO. 2 AND HENCE SOUTHERNLY ALONG THE WEST LINE OF SAID SUBDIVISION TO THE SOUTHWEST CORNER OF SAID SUBDIVISION THEN CONTINUING SOUTHERLY ALONG THE WESTERN LINE OF MCINTOSH BROS. INC., GLEN ELLYN WOODS TO THE SOUTH LINE OF SAID SUBDIVISION THEN EASTERLY ALONG THE SOUTH LINE OF SAID SUBDIVISION TO THE NORTHWEST CORNER OF KING'S WOOD SUBDIVISION, HENCE SOUTHERLY ALONG THE WESTERN LINE OF SAID SUBDIVISION TO THE SOUTHWEST CORNER OF SAID SUBDIVISION, THEN EASTERLY ALONG THE SOUTH LINE OF SAID SUBDIVISION TO THE WEST LINE OF PARK BLVD., THEN SOUTHERLY TO A POINT NORMAL TO THE SOUTHWEST CORNER OF LOT 28 OF A. T. MCINTOSH AND CO.'S VALLEY VIEW SUBDIVISION, HENCE EASTERLY ALONG SAID NORMAL LINE TO THE SAID SOUTHWESTERLY CORNER OF LOT 28, HENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 28 CONTINUING HENCE SOUTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF A. T. MCINTOSH AND CO.'S VALLEY VIEW UNIT NO. 2 TO THE CENTERLINE OF ILLINOIS ROUTE 53, THENCE NORTHESTERLY ALONG SAID CENTERLINE TO THE CENTERLINE OF BUTTERFILED ROAD. SECTION 10, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THIRD PRINCIPAL MERIDIAN

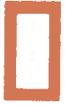
**EXHIBIT B**  
Depiction of Boundary Line



# Lisle - Glen Ellyn Boundary Agreement

Map Exhibit

February 8, 2013



Village of Glen Ellyn  
Boundary



Village of Downers Grove  
Boundary



Not to Scale

A-7

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MEMORANDUM

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TO: Mark Franz, Village Manager *MF*  
FROM: Kevin Wachtel, Finance Director *KW*  
DATE: April 15, 2013  
RE: FY13/14 Budget ordinance adoption



**Background**

The Village Board has held several discussions regarding the FY13/14 budget. Meetings have included several policy and rate discussions, budget planning workshops last fall, and multiple recent workshops as follows:

- revenue preview workshop on February 25, 2013,
- Village operations on March 11, 2013,
- remaining funds and departments on March 18, 2013, and
- public hearing and first reading of the budget ordinance on April 8, 2013.

The budget was published and posted online the week of February 25, 2013, well before the statutory deadline of April 12, 2013. Notice for the April 8, 2013, public hearing was posted timely on March 28, 2013, in the Glen Ellyn News. We operate under the budget officer ordinance, so we are required to approve the budget prior to the May 1, 2013, start of the fiscal year. This budget covers Village spending from May 1, 2013 through April 30, 2014.

**Issues**

Since the April 8 budget discussion, the only spending plan modification involved moving \$10,000 within the General Fund from the Police Department to the Village Manager's Office for HR/Personnel legal fees, but there was no change in the total expenditures. In section three of the ordinance, we have adjusted the Village Manager's budget transfer authority from \$10,000 to \$20,000, matching the position's \$20,000 purchasing authority.

**Recommendation**

Approve the attached budget ordinance with exhibits A, B and C, at the April 22, 2013, Village Board meeting.

**Action Requested**

Approve the attached budget ordinance with exhibits A, B and C, at the April 22, 2013, Village Board meeting.

**Attachments**

- An Ordinance Adopting the Annual Village of Glen Ellyn Expenditure Budget in the Net Amount of \$48,130,873 Including the Compensation Plan for the 2013/14 Fiscal Year Beginning May 1, 2013, and Ending April 30, 2014, with Exhibits A, B and C
- Copy of the Certified Estimate of Revenues

**Village of Glen Ellyn**

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**Ordinance No. \_\_\_\_\_**

**An Ordinance Adopting the Annual Village of Glen Ellyn Expenditure Budget  
in the Net Amount of \$48,130,873 including the  
Compensation Plan for the 2013/14 Fiscal Year  
Beginning May 1, 2013, and Ending April 30, 2014**

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**Adopted by the  
President and Board of Trustees  
of the Village of Glen Ellyn  
DuPage County, Illinois  
this \_\_\_\_\_ day of \_\_\_\_\_, 2013**

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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 \_\_\_\_\_, 2013

Ordinance No. \_\_\_\_\_

**An Ordinance Adopting the Annual Village of Glen Ellyn Expenditure Budget  
in the Net Amount of \$48,130,873 Including the  
Compensation Plan for the 2013/14 Fiscal Year  
Beginning May 1, 2013, and Ending April 30, 2014**

**Whereas**, Village staff has prepared and presented to the President and Board of Trustees of the Village of Glen Ellyn a proposed annual budget for the 2013/14 fiscal year beginning May 1, 2013, and ending April 30, 2014; and

**Whereas**, following due and proper publication of public notice in The Glen Ellyn News on March 28, 2013, a public hearing was held on April 8, 2013, to consider the proposed annual budget for the 2013/14 fiscal year; and

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

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

**Section One:** The annual expenditure Budget for the 2013/14 fiscal year, beginning May 1, 2013, and ending April 30, 2014, for the Village of Glen Ellyn, is in the gross amount of Fifty Five Million Eighty Seven Thousand Five Hundred Seventy Three Dollars, (\$55,087,573); net budget exclusive of interfund transfers: Forty Eight Million One Hundred Thirty Thousand Eight Hundred Seventy Three Dollars, (\$48,130,873) as set forth in Exhibit "A," referenced herein as though it were attached hereto, and as summarized in Exhibit "B" attached hereto and made a part hereof, is hereby adopted and authorized.

**Section Two:** The compensation plan for the Village of Glen Ellyn, a part of the budget for the 2013/14 fiscal year as set forth in Exhibit "C" attached hereto and made a part hereof, is hereby adopted, approved, and authorized.

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

Manager, or in his absence the Acting Village Manager, the authority to make transfers within a department, provided such transfers do not exceed Twenty Thousand Dollars (\$20,000) and further provided no revision of the budget shall be made increasing the budget in the event funds are not available to effectuate the purpose of the revision.

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

**Passed** by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this 22<sup>nd</sup> day of April, 2013.

**Ayes:** \_\_\_\_\_

**Nays:** \_\_\_\_\_

**Absent:** \_\_\_\_\_

**Approved** by the President of the Village of Glen Ellyn, on the 22<sup>nd</sup> day of April, 2013.

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Village President of the Village  
of Glen Ellyn, Illinois

**Attest:**

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Village Clerk of the Village  
of Glen Ellyn, Illinois

(Published in pamphlet form and posted on the 22<sup>nd</sup> day of April, 2013.)

EXHIBIT A

VILLAGE OF GLEN ELLYN

**BUDGET  
FOR FY 13/14**

NET REVENUES - ALL FUNDS: \$ 46,563,228

NET EXPENSES - ALL FUNDS: \$ 48,130,873

APPROVED  
by the  
VILLAGE BOARD OF TRUSTEES

April 22, 2013

Ordinance No. \_\_\_\_\_

## EXHIBIT B

### SUMMARY OF FY13/14 BUDGET VILLAGE OF GLEN ELLYN May 1, 2013 through April 30, 2014

	<u>Revenues</u>	<u>Expenditures/Expenses</u>	<u>Net</u>
General Fund	\$ 16,894,100	\$ 16,887,675	\$ 6,425
Corporate Reserve Fund	187,900	793,000	(605,100)
Motor Fuel Tax Fund	665,500	906,000	(240,500)
Debt Service Fund	1,107,528	1,107,228	300
CBD TIF Fund	1,000	1,000	-
Capital Projects Fund	6,498,500	6,006,500	492,000
Facilities Maint Reserve Fund	102,500	281,700	(179,200)
Water & Sanitary Sewer Fund	14,911,500	15,553,100	(641,600)
Parking Fund	681,400	960,600	(279,200)
Residential Solid Waste	1,507,100	1,428,100	79,000
Recreation Fund	4,440,000	4,638,870	(198,870)
Insurance Fund	2,860,800	2,916,500	(55,700)
Equipment Services Fund	1,787,100	1,941,000	(153,900)
Police Pension Fund	1,875,000	1,666,300	208,700
<b>Total</b>	<b>\$ 53,519,928</b>	<b>\$ 55,087,573</b>	<b>\$ (1,567,645)</b>
Less Interfund Transfers	\$ (6,956,700)	\$ (6,956,700)	\$ -
<b>Net Budget</b>	<b>\$ 46,563,228</b>	<b>\$ 48,130,873</b>	<b>\$ (1,567,645)</b>

## EXHIBIT C

Village of Glen Ellyn  
Position Classifications by Department  
May 1, 2013 through April 30, 2014

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

Village of Glen Ellyn  
 Position Classifications by Department  
 May 1, 2013 through April 30, 2014

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

"PO" = Police Officer / FOP Contract

Village of Glen Ellyn  
 Position Classifications by Department  
 May 1, 2013 through April 30, 2014

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

Village of Glen Ellyn  
Position Classifications by Department  
May 1, 2013 through April 30, 2014

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

Note:

E = exempt from FLSA

N = not exempt from FLSA

**Village of Glen Ellyn**  
**Salary Tables - May 1, 2013 through April 30, 2014**

**FY13/14 Salary Schedule Adjustment = 1.00%**

Range	Annualized			Hourly		
	Min	Mid	Max	Min	Mid	Max
A	\$ 34,986	\$ 44,054	\$ 53,123	\$ 16.82	\$ 21.18	\$ 25.54
B	\$ 36,691	\$ 46,238	\$ 55,786	\$ 17.64	\$ 22.23	\$ 26.82
C	\$ 38,542	\$ 48,610	\$ 58,656	\$ 18.53	\$ 23.37	\$ 28.20
D	\$ 40,477	\$ 51,002	\$ 61,506	\$ 19.46	\$ 24.52	\$ 29.57
E	\$ 42,515	\$ 53,602	\$ 64,667	\$ 20.44	\$ 25.77	\$ 31.09
F	\$ 44,658	\$ 56,285	\$ 67,912	\$ 21.47	\$ 27.06	\$ 32.65
G	\$ 46,904	\$ 59,114	\$ 71,302	\$ 22.55	\$ 28.42	\$ 34.28
H	\$ 49,254	\$ 62,067	\$ 74,859	\$ 23.68	\$ 29.84	\$ 35.99
I	\$ 51,709	\$ 65,166	\$ 78,624	\$ 24.86	\$ 31.33	\$ 37.80
PO *	\$ 52,541	\$ 66,976	\$ 81,411	\$ 25.26	\$ 32.20	\$ 39.14
J	\$ 54,267	\$ 68,390	\$ 82,514	\$ 26.09	\$ 32.88	\$ 39.67
K	\$ 57,013	\$ 71,864	\$ 86,694	\$ 27.41	\$ 34.55	\$ 41.68
L	\$ 59,883	\$ 75,442	\$ 90,979	\$ 28.79	\$ 36.27	\$ 43.74
M	\$ 62,837	\$ 79,165	\$ 95,472	\$ 30.21	\$ 38.06	\$ 45.90
N	\$ 65,978	\$ 83,117	\$ 100,256	\$ 31.72	\$ 39.96	\$ 48.20
O	\$ 69,368	\$ 87,422	\$ 105,477	\$ 33.35	\$ 42.03	\$ 50.71
P	\$ 72,821	\$ 91,749	\$ 110,677	\$ 35.01	\$ 44.11	\$ 53.21
Q	\$ 76,378	\$ 96,242	\$ 116,085	\$ 36.72	\$ 46.27	\$ 55.81
R	\$ 80,267	\$ 101,150	\$ 122,013	\$ 38.59	\$ 48.63	\$ 58.66
S	\$ 84,261	\$ 106,184	\$ 128,107	\$ 40.51	\$ 51.05	\$ 61.59
T	\$ 88,442	\$ 111,446	\$ 134,430	\$ 42.52	\$ 53.58	\$ 64.63
U	\$ 92,914	\$ 117,104	\$ 141,274	\$ 44.67	\$ 56.30	\$ 67.92
V	\$ 97,510	\$ 122,866	\$ 148,221	\$ 46.88	\$ 59.07	\$ 71.26
W	\$ 102,398	\$ 129,022	\$ 155,646	\$ 49.23	\$ 62.03	\$ 74.83
X	\$ 107,515	\$ 135,470	\$ 163,405	\$ 51.69	\$ 65.13	\$ 78.56
Y	\$ 112,923	\$ 142,314	\$ 171,683	\$ 54.29	\$ 68.42	\$ 82.54
Z	\$ 118,518	\$ 149,344	\$ 180,149	\$ 56.98	\$ 71.80	\$ 86.61

\* *Police Officers / F.O.P. Contract. Rates are effective November 1, 2012 to October 31, 2013.*

**VILLAGE OF GLEN ELLYN**  
**CERTIFIED ESTIMATE OF REVENUES**  
**FY 13/14 BUDGET SUMMARY OF REVENUES AND OTHER FINANCING SOURCES BY TYPE**  
**ALL FUNDS**

	PROPERTY TAXES	OTHER FEES/TAXES	LICENSES & PERMITS	CHARGES FOR SERVICES	INTEREST INCOME	MISC REVENUES	TOTAL
GENERAL FUND	\$ 3,416,000	\$ 8,714,000	\$ 1,114,900	\$ 2,795,200	\$ 20,000	\$ 834,000	\$ 16,894,100
CORPORATE RESERVE	-	-	-	-	2,300	185,600	187,900
MOTOR FUEL TAX	-	665,000	-	-	500	-	665,500
DEBT SERVICE	594,550	-	-	-	1,500	511,478	1,107,528
CBD TIF FUND	1,000	-	-	-	-	-	1,000
CAPITAL PROJECTS FUND	2,722,000	2,970,000	-	-	7,500	799,000	6,498,500
FACILITIES MAINT RESRV	-	-	-	100,000	2,500	-	102,500
WATER DIVISION	-	-	-	7,292,000	5,000	20,000	7,317,000
SANITARY SEWER DIVISION	97,000	-	-	7,487,000	5,500	5,000	7,594,500
PARKING FUND	-	-	-	679,000	2,400	-	681,400
RESIDENTIAL SOLID WASTE	-	-	-	1,476,000	1,100	30,000	1,507,100
RECREATION FUND	-	-	-	4,024,000	6,000	410,000	4,440,000
INSURANCE	-	-	-	2,857,800	3,000	-	2,860,800
EQUIPMENT SERVICES	-	-	-	1,717,100	5,000	65,000	1,787,100
POLICE PENSION	-	-	-	-	500,000	1,375,000	1,875,000
<b>TOTAL, ALL FUNDS</b>	<b>\$ 6,830,550</b>	<b>\$ 12,349,000</b>	<b>\$ 1,114,900</b>	<b>\$ 28,428,100</b>	<b>\$ 562,300</b>	<b>\$ 4,235,078</b>	<b>\$ 53,519,928</b>
						Less Interfund Transfers	\$ (6,956,700)
							<b>\$ 46,563,228</b>

I, Kevin Wachtel, do hereby certify as follows:

- 1) I am the chief fiscal officer of the Village of Glen Ellyn, DuPage County, Illinois; and
- 2) The schedule above includes an estimate of revenues anticipated to be received in the Village's fiscal year which begins May 1, 2013 and ends April 30, 2014.

I, Patti Underhill, duly appointed Acting Village Clerk of the Village of Glen Ellyn, DuPage County, Illinois, hereby attest that the above schedule was approved by the Glen Ellyn Village Board as a part of the annual budget for the Village of Glen Ellyn for the fiscal year beginning May 1, 2013 and ending April 30, 2014.

\_\_\_\_\_  
Kevin Wachtel, Finance Director / Date

Corporate  
Seal

\_\_\_\_\_  
Patti Underhill, Acting Village Clerk / Date

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**MEMORANDUM**

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**TO:** Mark Franz, Village Manager  
**FROM:** Philip J. Norton, Chief of Police  
**DATE:** April 17, 2013  
**RE:** Second Hand Dealer License II

*[Handwritten initials]*



**Background**

On January 28, 2013, the Village Board considered an ordinance that would aid law enforcement in the investigation of certain crimes, particularly when stolen property was likely to be sold for cash. The Village Board rejected the ordinance and asked for further modifications based on statements made by local business owners.

**Issues**

The draft ordinance has been revised to remove coins and currency from items that would need to be entered into an on-line database. It also removes any fees from the local business owners directly involved in such transactions, and instead all costs will be borne by the Village.

**Recommendation**

It is recommended that the Village Board consider for passage the updated ordinance, pending final review by the Village Attorney.

**Attachments**

- Memo dated January 22, 2013 from Deputy Chief Bill Holmer detailing the original proposed ordinance.
- Red-lined version of ordinance showing modifications.

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**MEMORANDUM**

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**TO:** Phil Norton, Chief of Police

**FROM:** Bill Holmer, Deputy Chief of Police

**DATE:** January 22, 2013

**RE:** SECONDHAND DEALER ORDINANCE - PROPOSAL

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**Background**

The Police Department has prepared an ordinance amendment to regulate secondhand stores in an attempt to protect businesses and victims of burglaries and thefts. This would be applicable to stores such as Midwest Gold Buyers located at 321 Roosevelt Road and most of our local jewelry stores. The common factor between the stores that would be governed by this ordinance is that they purchase items like gold and other jewelry from customers. Unfortunately, this type of activity could also attract the criminal element. For example, it would not be uncommon for someone to break into a home, steal jewelry, and then sell it to a local store for cash. In the past, this type of activity was seen mostly at pawnshops. However, this activity has grown over the past five years and now includes virtually every jewelry store. These transactions can also apply to electronics, coin collections and other small valuables.

Over the last couple of years, a system called Leadsonline has been developed, which is a database designed to be a clearinghouse for property purchased as described above. This system provides a location for police to search for property that has been reported stolen. Our investigators have had success recovering stolen property and arresting thieves because of this system. The most recent success using this system occurred last week. In that case, an elderly Glen Ellyn resident reported items stolen from her home. Our investigators interviewed suspects, but had little evidence until they discovered the stolen silver had been sold to a business that reported the purchase to Leadsonline. The seller was, in fact, one of the suspects. The cost for the Department to subscribe to Leadsonline is about \$3000 annually. There is no cost to a business from Leadsonline to enter/upload their data to the system.

One of the benefits of participating in Leadsonline is that many communities are already participating. Therefore, the amount of items being entered into the system is quite large as noted in the above case.

**Issues**

The Department solicited input from the business owners that we thought would be impacted by the ordinance. On October 2, 2012, we hosted a meeting with representatives from those businesses. We heard a lot of negative feedback about having to report purchases and also having to hold purchased property for a specified period of time. We adjourned the meeting and promised to examine the original proposal considering the feedback received.

The attached amendment was put together with assistance from the Village Attorney and considers the feedback from those in attendance at the meeting. The most notable modifications are that we more narrowly focused the transactions we are seeking to regulate. We are primarily looking at transactions involving jewelry or electronics. By focusing on these transactions we were able to eliminate businesses such as an antique store that takes in furniture from an estate or a bicycle shop that takes a bicycle on trade for a new purchase. Additionally, we reduced the time required of a store to hold purchased jewelry (before reselling or melting) from the industry standard 30 days to 7 days. Our research found licensing fees ranging from \$500 - \$1500; we set ours at \$250.

**Action Requested**

The intent of this ordinance is to allow investigators to identify those responsible for stealing property and, in some cases, recover the property. I recommend that this amendment is presented to the Village Board for approval.

**Attachments:**

1. Ordinance amendment
2. Status memorandum dated October 3, 2012
3. Copy of letter sent to businesses dated January 22, 2013

# Village of Glen Ellyn

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Ordinance No. \_\_\_\_\_ -VC

**An Ordinance of the Village of Glen Ellyn  
Amending Certain Provisions in Title 4 of the Glen Ellyn Municipal Code, as Amended  
To Regulate the Purchase by a Retail Establishment of Certain Used  
Goods Which are Frequently Stolen in Robberies and Burglaries.**

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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\_\_\_\_\_.

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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 of the Village of Glen Ellyn  
Amending Certain Provisions in Title 4 of the Glen Ellyn Municipal Code,  
as Amended To Regulate the Purchase by a Retail Establishment of Certain  
Used Goods Which are Frequently Stolen in Robberies and Burglaries.**

**Whereas**, the Village of Glen Ellyn is an Illinois home rule municipal corporation ("*Village*"), and is authorized under Section 6, Article XII, of the Illinois Constitution to exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; and

**Whereas**, the sale, purchase, and exchange of stolen goods fuel the sales and purchases of illegal drugs and other criminal activity; and

**Whereas**, there are certain types of goods which are often stolen in robberies and burglaries and then sold to others for retail sale; and

**Whereas**, the retail merchants often are not aware that the goods are stolen, but the public welfare would be served by a system of recording such goods which are sold to merchants for retail sale to others; and

**Whereas**, the prompt reporting of a class of secondhand goods that are sold, pawned, purchased, or exchanged will greatly aid the Village of Glen Ellyn Police Department in identifying and recovering stolen goods; and

**Whereas**, the corporate authorities of the Village of Glen Ellyn have determined that it is proper, necessary and in the best interest of the Village of Glen Ellyn to adopt this legislation regulating and licensing the businesses of dealers in certain secondhand goods; and

**Whereas,** the Corporate Authorities have developed a class of goods which are often stolen and then attempted to be sold; and

**Whereas,** this legislation is the act of the corporate authorities of the Village of Glen Ellyn, pursuant to its home rule powers as granted by Article VII, Section 6 of the Illinois Constitution of 1970,

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

**Section 1. Recitals:** The foregoing recitals are incorporated as if fully set forth in this Section 1.

**Section 2. Amendments:** Chapter 29 of Title 3 of the Glen Ellyn Municipal Code, as amended, shall be and is hereby repealed in its entirety and will be replaced with the following new Chapter 29 that will be and read as follows:

## **Chapter 29**

### **SECONDHAND GOODS PURCHASED FOR RETAIL SALES**

#### **3-29-1: REGISTER OF LICENSE REQUIRED:**

No person, firm or corporation shall conduct, engage in, maintain, operate or carry on any business within the Village of Glen Ellyn dealing in the listed secondhand goods, wares and merchandise, as defined herein, either by himself or itself, or through an agent, employee or partner without first having obtained a license issued by the Village of Glen Ellyn, as provided herein for each separate place, premise, or location where such business is to be conducted.

#### **3-29-2: DEFINITIONS:**

(a) *Secondhand Goods Dealer* means any individual, corporation, business, partnership or other entity (1) who engages in the business of purchasing, selling, receiving, trading, consignment selling or otherwise transferring for value any Secondhand Goods, as defined herein, or (2) who purchases any Secondhand Goods, as defined herein, for purposes of recycling or salvaging such items. A Secondhand Goods Dealer shall not include (1) sales or exchanges of used articles and materials conducted or controlled by charitable, religious, or community organizations, including, but not limited to, schools, Boy Scouts, Girl Scouts, and

youth athletics groups, which accept donated items to resell for fundraising activities, and (2) residents of the Village conducting garage sales held not more than two weekends every year provided such residents are not engaged therein as a business. A Secondhand Goods Dealer licensed under this Chapter 29 is sometimes referred to as "Licensee".

(b) *Secondhand Goods* means, including but not limited to, any described goods, wares and merchandise which were previously owned or used by any person other than the manufacturer, wholesaler, or retailer with a value, such as :

- (1) Audio-visual equipment, including but not limited to any stereo, speaker, radio, video recorder, video camera, television set, tape or disc player;
- (2) Cameras and other photographic instruments and equipment;
- (3) Computers, printers, software, and computer supplies;
- (4) Electronic equipment other than electronic toys and games;
- (5) Jewelry;
- (6) Precious Metals and Stones, as defined herein;
- (7) Telephones, including, but not limited to pager and cellular phones and other satellite signal devices;
- (8) Valuable Metals, as defined herein;

(c) *Precious Metals and Stones* means any article combining precious metals, including but not limited to silver, gold, and platinum, such as, but not limited to, jewelry, ~~commemorative coins, or other items of memorabilia, United States or foreign currency,~~ or any articles containing any genuine diamond, ruby, emerald, sapphire or pearl of any value and any other genuine stone or gem.

(d) *Valuable Metals* means aluminum, copper, lead, titanium, stainless steel, copper alloy or brass, formed as a bar, cable, rod, tubing, wire, wire scrap, clamp, connector, bushing or bearing or other appurtenances utilized or that can be utilized by persons, firms, corporations or municipal corporations engaged in either the generation, transmission or distribution of electric energy, in telephone, telegraph or other communications, or by railroads; or any copper, copper alloy or brass, or aluminum materials utilized for the purpose of plumbing, storm doors and windows, siding, or gutters of building structures or automotive parts.

**3-29-3: APPLICATION; INVESTIGATION OF APPLICANT; QUALIFICATIONS:**

(a) An application for a Secondhand Goods Dealer license shall be made on a form provided by the Village Clerk, who shall provide a copy of the application to the Chief of Police, or his designee, to investigate each licensee applicant. ~~Each applicant shall pay a non-refundable fee of \$250.00 with each application submitted.~~

The Chief of Police shall determine whether or not such applicant has complied with the laws of the State of Illinois and the provisions of this Ordinance applicable to said business, and whether the applicant is a person of good character and repute. No license shall be issued to any person, partnership, corporation or other entity, if any owner, manager, partner, officer, director, employee, or shareholder owning more than five (5) percent of the shares of stock in the corporation has been convicted of any felony offense or convicted of the offense(s) of possession of stolen goods, burglary, robbery, or who has been convicted of any criminal offense involving dishonesty or moral turpitude.

(b) Every applicant for a Secondhand Goods Dealer license, as well as every owner, partner, manager, officer, director, employee, and in the case of a corporate applicant, every shareholder owning more than twenty-five percent (25%) of the shares of stock in the corporation shall undergo a criminal background investigation, which investigation may include fingerprinting, prior to the issuance of a Secondhand Goods Dealer license.

(c) Existing businesses located in the Village of Glen Ellyn on the date this Ordinance becomes effective shall have thirty (30) days to apply for a license required under this Chapter 29. The Village Clerk shall endeavor to send a notice to existing businesses which the Clerk believes may require such a license, but all entities which need a license shall be required to apply, even absent such notice.

**3-29-4: BUSINESS LOCATION; ZONING; INSPECTION; CODE COMPLIANCE:**

(a) Every applicant for a Secondhand Goods Dealer license must state in the application the address of the building and premises on which the person or entity is conducting or proposing to conduct a business dealing in Secondhand Goods.

(b) Such building and premises must comply with all Village zoning, building, fire and health codes, ordinances, rules and regulations, as well as all other applicable Village codes, ordinances, rules and regulations and must be maintained in good repair, free of litter and debris and kept in a safe condition for employees, customers, and other persons present at the business location stated in the application ("Licensed Premises").

(c) Any business licensed under this Chapter 29 must comply with all laws of the State of Illinois and all other applicable governmental rules and regulations, and must not be conducted, operated, maintained or carried on so as to constitute a nuisance.

**3-29-5: ISSUANCE OF LICENSE:**

(a) Upon compliance with all the requirements of this Chapter 29, a Secondhand Goods Dealer license will be issued to the applicant for the Licensed Premises.

(b) Each license will be valid from the date of issuance until the following April 30th and shall be subject to re-issuance for the period from May 1st to April 30th of each year thereafter.

~~3-29-6: ANNUAL FEE:~~

~~The annual license fee for a Secondhand Goods Dealer license shall be Two Hundred Fifty Dollars (\$250.00). The initial application fee shall be applied to the first year annual fee.~~

**3-29-7: DUTY TO REPORT STOLEN OR LOST ARTICLES:**

Each Licensee or employee or agent must report to the Chief of Police, or his or her designee, any Secondhand Goods sought to be sold to the Licensee or placed on consignment with the Licensee, if the Licensee or his employee or its agent reasonably believes that the Secondhand Goods was stolen or that the Secondhand Goods was lost and found by the person attempting to sell it or place it on consignment.

**3-29-8: RECORD REQUIREMENTS:**

All Licensees doing business in the Village of Glen Ellyn shall participate as fully required by reporting the data to an on-line database: *leadsonline.com*. This reporting requirement records things including, but not limited to:

- (1) accurate account and description of the Secondhand Goods including the brand name, if any;
- (2) amount of money paid for the Secondhand Goods;
- (3) serial number or other identification number of the Secondhand Goods;
- (3) time and date of the transaction; and
- (4) name and residence address of the person selling or placing the Secondhand Goods on consignment.

Any Secondhand Goods purchased or received on consignment must be clearly digitally photographed in color so as to be able to clearly identify the Secondhand Goods, including any serial numbers or other identifying marks. All photographs taken must be maintained and preserved as provided in this Section 3-29-8. This requirement does not apply to any Secondhand Goods purchased from dealers possessing a federal employer identification number who have provided a receipt to the Licensee.

Any failure to follow the reporting requirements of the website shall be considered a violation of Chapter 29.

**3-29-9: IDENTIFICATION REQUIRED:**

- (a) It is unlawful for any Licensee, agent or employee of a Licensee to fail to request and require identification to be shown by each person selling any article to

the Licensee or placing such article on consignment with the Licensee. The Licensee, agent, or employee of the Licensee must photocopy the identification presented and retain the photocopies as records under Section 3-29-8. In addition to a valid driver's license or identification card, other acceptable forms of pictured identification include an employee or student identification card, pictured credit card, or a pictured civic, union or professional association membership card. If the person selling the Secondhand Goods to the Licensee or placing the Secondhand Goods on consignment with the Licensee does not present identification issued by the State of Illinois, the Licensee must digitally photograph the person in color print and record such person's name, residence address, date of birth, gender, height and weight on the reverse side of the photograph.

(b) The Licensee must maintain the records required by this section in electronic form, in a manner approved in writing by the Chief of Police.

(c) Any Secondhand Goods deposited, pawned or pledged shall be entered into the leadsonline.com database within twelve (12) hours of receipt of the article. The Chief of Police may in writing to the Licensee, designate another electronic database which shall satisfy the reporting provision of Chapter 29. The Chief of Police, for good reasons presented, may waive or modify any requirement of Sections 3-29-8 or 3-29-9 or 3-29-13.

### **3-29-10: INSPECTION OF RECORDS:**

The record book, electronic records, video surveillance records, digital photographs, as well as every Secondhand Goods purchased or received on consignment will at all times be open to inspection by the Chief of Police, or his or her designee, during the Licensee's business hours. The record book, electronic records, and all photographs taken must be maintained for a period of three (3) years after the date on which the record was prepared.

### **3-29-11: MONTHLY REPORT:**

Except as may be otherwise provided in this Chapter 29, every Licensee must prepare and deliver to the Chief of Police, or his designee, a legible exact copy of the record book and computer generated record, including copies of the digital photographs, as required in this Chapter 29, for all transactions made during the preceding calendar month. This record must be delivered no later than twelve (12:00 p.m.) noon on the third (3<sup>rd</sup>) day of each month showing transactions in the prior month.

### **3-29-12: TRANSACTIONS WITH PROHIBITED PARTIES:**

(a) It is unlawful for any Licensee, or his or its agent or employee, to purchase any Secondhand Goods from a person under the age of eighteen (18) years, or when the ownership of the Secondhand Goods is claimed by a minor, or when the Secondhand Goods are in the possession or control of a minor without the written consent of the minor's parent or legal guardian, The consent must be signed by the minor's parent or legal guardian in the presence of the Licensee or his employee or agent who must include the consent in the report required under Section 3-29-8.

(b) It is unlawful for any Licensee to purchase any Secondhand Goods from any person appearing to be intoxicated or under the influence of any drug or controlled substance or from any person known to have been convicted of theft, burglary, deceptive practices, robbery or armed robbery. It is the duty of every Licensee, or agent or employee of a Licensee, to return any Secondhand Goods purchased or received on consignment to the lawful owner of such article without the payment of the money paid by the Licensee, or any other cost or charge of any kind, in cases where the Secondhand Goods have been stolen from or lost by the lawful owner, and the lawful owner can clearly establish ownership.

**3-29-13: SALE OF PROPERTY:**

No article purchased or received on consignment by any Licensee shall be sold by the Licensee, altered from its original state, or removed from the place of business of such Licensee for a period of at least seven (7) days after purchase. Removal from place of business shall not apply to items stored at a central corporate location.

**3-29-14: PROHIBITED ITEMS:**

No Licensee, or agent or employee of a Licensee, may purchase or receive on consignment any firearm, stun gun or taser or any article, the possession of which is prohibited pursuant to Section 24-1 (a)(1) of the Illinois Criminal Code, 720 ILCS 5/241(a)(1).

**3-29-15: REVOCATION OR SUSPENSION; HEARING:**

(a) Any license issued under this Chapter 29 may be revoked or suspended for not more than thirty (30) days by the Village President by reason of a violation of any of the provisions of this Chapter 29, following a hearing,

(b) When a hearing is set by the Village President in a revocation or suspension proceeding, the Licensee will receive not less than 20 days written notice, which notice will contain the charges made, as well as the time and place when the hearing will be held.

(c) At a hearing conducted pursuant to this Section 3-29-16, the Licensee will have the right to be represented by counsel, to present witnesses, to testify and cross-examine any other witnesses. Proceedings will be conducted under oath.

(d) The Village President will preside at the hearing and the Village President will make the final determination.

(e) If any decision adverse to the Licensee is made by the Village President after a hearing, the Village President will provide the Licensee with the written reason or reasons for such decision, as well as a notice of the Licensee's right to seek administrative review of the decision.

(f) The provisions of the Administrative Review Act of Illinois (735 ILCS 5/3-101 et, seq.) will apply and govern all proceedings for the judicial review of final determinations of the Village President and Board of Trustees under this Section 3-29-

16. In the event that the Administrative Review Act shall be determined to not apply, the Licensee may seek any appropriate judicial review.

**3-29-16: PENALTY:**

(a) Notwithstanding any other provision of this Chapter 29 to the contrary, any person who violates the provisions of this Chapter 29 shall be fined an amount not less than \$150.00 or more than \$750.00 for each offense. Each day on which a violation continues shall be deemed a separate offense.

(b) A violation of the provisions of this Chapter 29 by an employee or agent of the Licensee will be imputed to the Licensee and will be considered the act of the Licensee for which the license issued may be suspended or revoked as provided by Section 3-29-16.

**Section 3. Savings Clause:** Should any portion of this Ordinance be declared void or unenforceable by any court of competent jurisdiction, such ruling shall not affect the validity of the surviving portions of this Ordinance.

**Section 4. Effective Date:** This Ordinance shall be in full force and effect upon its passage, approval and publication in the manner required by law.

**Passed** by the Village 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  
\_\_\_\_\_, 20\_\_.)

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